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Attorneys for Plaintiff NELIDA VILLALVA GOMEZ

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

NELIDA VILLALVA GOMEZ, an individual,	)	CASE NO.: 37-2023-00014287-CU-WT-CTL
	)	
Plaintiff,	)	JOINT EX PARTE NOTICE AND
	)	APPLICATION FOR COURT
v.	)	APPROVAL OF SETTLEMENT OF
	)	PLAINTIFF'S PRIVATE ATTORNEYS
R NAMOU, CORP; RAZAK NAMOU, an	)	GENERAL ACT ("PAGA") CLAIM;
individual; MAHIR NAMOU, an individual;	)	MEMORANDUM OF POINTS AND
RANI SAFA, an individual; and DOES 1	)	AUTHORITIES; DECLARATION OF
through 50, inclusive,	)	RODOLFO RUIZ-VELASCO
	)	
Defendants.	)	I/C: Hon. Marcella O. McLaughlin
	)	Dept.: C-72
	)	
	)	Date: December 7, 2023
	)	Time: 8:30 a.m.
	)	
	)	Date of First Paper: April 5, 2023
	)	Trial Date: November 1, 2024
	)	
	)	[IMAGED FILE]

PLEASE TAKE NOTICE that on December 7, 2023 at 8:30 a.m., or as soon thereafter as this matter may be heard in Department C-72 of the above-entitled Court, located at 330 West Broadway, San Diego, California, Plaintiff NELIDA VILLALVA GOMEZ ("Plaintiff") and

1 Defendants R NAMOU, CORP., MAHIR NAMOU, RAZAK NAMOU, RAMI SAFFA, CMSM,
2 Inc., EL NORTE RMN, INC., MIDWAY M3, INC., RMCM, INC. (collectively, “Defendants”)
3 (all collectively, the “Parties”) will and hereby apply jointly, *ex parte*, for approval of settlement
4 of Plaintiff’s Private Attorneys General Act, Labor Code §2698, *et seq.* (“PAGA”) claim.
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6 The Parties bring this request on an *ex parte* basis so that the settlement funds can more
7 quickly be distributed and to reduce the attorneys’ fees and costs that could otherwise be
8 consumed in further proceedings in this case. If this Application is granted, the Parties can
9 dismiss this case in its entirety.

10 This *ex parte* application is based on this Notice and Application, the attached
11 memorandum of points and authorities, the declaration of Rodolfo Ruiz-Velasco, the complete
12 files and records in this action, and any other matters that may be presented to the Court.
13

14 Dated: December 6, 2023

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16 _____
17 Rodolfo Ruiz-Velasco, Esq.
18 Attorneys for Plaintiff,
19 Nelida Villalva Gomez
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION & BACKGROUND**

3 Plaintiff presents this unopposed ex parte application for approval of civil penalties
4 pursuant to the Private Attorneys' General Act, Labor Code §2698, *et seq.* ("PAGA").

5 Ms. Villalva Gomez ("Plaintiff") was employed with Defendants in August of 2020, first
6 as a store clerk, and then as a compliance manager. Defendants terminated Plaintiff's
7 employment on October 31, 2022. Defendants run ARCO and Shell gas stations with
8 convenience stores and car washes in San Diego County through several business entities.

9 Ms. Villalva Gomez filed this action for damages making individual wage and hour,
10 wrongful termination, and retaliation claims. Plaintiff, as a representative for the State of
11 California, also claims for civil penalties pursuant to PAGA on behalf of the State of California
12 and all current and former aggrieved employees of Defendants. The PAGA damage period is as
13 follows: January 23, 2022 to the date this case is dismissed (for purposes of calculation we used
14 the date of this ex parte hearing of December 7, 2023) for aggrieved employees who worked for
15 Defendant R NAMOU CORP.; and from October 1, 2022 to the date this case is dismissed (for
16 purposes of the calculation we used the date of this ex parte hearing of December 7, 2023) for
17 aggrieved employees who worked for the related business entities Defendants CMSM, Inc., EL
18 NORTE RMN, INC., MIDWAY M3, INC., RMCM, INC. (collectively, the "PAGA Period").
19 Defendants collectively employed on average 40 employees each pay period during the PAGA
20 Period, and employed a total of 93 employees during the PAGA Period.

21 Plaintiff alleges multiple wage and hour Labor Code violations such as nonpayment of
22 minimum wages, overtime wages, meal and rest period premiums, inaccurate wage statements,
23 waiting time penalties, and failure to reimburse business expenditures. Plaintiff also alleges that
24 Defendants terminated her employment in retaliation for complaining about her and the other
25 employees not being fully relieved of duties during their meal and rest periods. Defendants deny
26 all allegations.

27 This case represents the pinnacle of the goals of litigation: contentious arms'-length
28 negotiations, production of records, service of eight written discovery sets and four deposition

1 notices, a full-day mediation with experienced mediator Anthony Pantoni from Signature
2 Resolution, plus several follow-up sessions with Mr. Pantoni, which revealed the strengths and
3 weaknesses of each side's case, leading to early resolution of the dispute. In this fashion, the
4 parties avoid incurring additional attorneys' fees and costs to reach a reasonable settlement at the
5 earliest opportunity.

6 The details of the PAGA claim settlement are a gross settlement sum of \$202,500,
7 allocated as follows: \$115,000 in civil penalties plus \$5,448.64 additional civil penalties leftover
8 from litigations costs = a total of \$120,488.64 in PAGA civil penalties, plus \$5,000 to Ms.
9 Villalva Gomez as an enhancement payment for serving as the PAGA representative, \$67,500
10 allotted to attorneys' fees for litigating the PAGA representative claims, and a maximum
11 \$15,000 to litigation costs and costs of administering the PAGA payments to aggrieved
12 employees, minus \$5,448.64 left over to go to civil penalties for a total of \$9,511.36 in litigation
13 costs. This results in a net gain of \$120,488.64 for the State of California and the aggrieved
14 employees.

15 Accordingly, Plaintiff respectfully requests that the Court approve this PAGA claim
16 settlement which provides substantial benefits to both the State of California and to the aggrieved
17 employees.

18 II. PROCEDURAL HISTORY

19 On January 23, 2023, Plaintiff notified the Labor and Workforce Development Agency
20 ("LWDA") regarding her Labor Code claims pursuant to PAGA and filed and served her PAGA
21 Action (LWDA Case No. LWDA-CM-930912-23) (the "PAGA Action" or "PAGA Claim").
22 Plaintiff thereafter filed her complaint on April 5, 2023 with her individual claims and the PAGA
23 Action.

24 The Parties made productive potential early resolution discussions, including Defendants
25 producing documents for the Plaintiff and the other aggrieved employees and an early mediation.
26 The Parties attended a full-day mediation with experienced mediator Anthony Pantoni from
27 Signature Resolution, where it was not resolved but the Parties made some significant advances
28 in negotiations and in exchange of information. Plaintiff propounded written discovery and

1 served deposition notices and the Parties continued settlement discussions through mediator Mr.
2 Pantoni.

3 After several post mediation calls and communications through Mr. Pantoni and between
4 counsel, and after careful consideration of the information and documents produced, the Parties
5 agreed to a settlement of the case in full. Plaintiff gave notice of supplementing the PAGA
6 Action to add the related business entities that jointly employed Plaintiff and the other aggrieved
7 employees, and amended the complaint to add the related entities.

8 **III. PAGA CLAIMS CANNOT BE SETTLED WITHOUT COURT**
9 **APPROVAL**

10 Pursuant to Labor Code Section 2699(1)(2): “The superior court shall review and approve
11 any settlement of any civil action filed pursuant to this part.”

12 **IV. THE COURT HAS WIDE DISCRETION IN APPROVING PAGA**
13 **PENALTIES THAT ARE BINDING**

14 Pursuant to Labor Code Section 2699(e) the Court has discretion as it pertains to the
15 amount of the penalty and “may award a lesser amount than the maximum civil penalty amount
16 specified by this part, based on the facts and circumstances of the particular case” because “to do
17 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

18 **V. THE PROPOSED PAGA CIVIL PENALTIES ARE MORE THAN**
19 **REASONABLE GIVEN THAT DEFENDANTS DISPUTE THE VIOLATIONS**
20 **ALLEGED BY PLAINTIFF, DEFENDANTS HAVE MADE CORRECTIVE MEASURES,**
21 **DEFENDANTS HAVE COOPERATED WITH PLAINTIFF’S INVESTIGATION, AND**
22 **THAT THE PARTIES WOULD LIKE TO COMPROMISE TO SAVE ON FEES AND**
23 **COSTS THAT WOULD INCREASE SIGNIFICANTLY UPON FURTHER LITIGATION**

24 “[The] Legislature's purpose in enacting the PAGA was to augment the limited
25 enforcement capability of the Agency by empowering employees to enforce the Labor Code as
26 representatives of the Agency.” *Iskanian*, supra, 59 Cal.4th at 383.

27 Labor Code section 2699 allows for a maximum penalty of one-hundred dollars (\$100)
28 for the first pay period in which there was violation of applicable sections and two-hundred

1 dollars (\$200) per pay check for each pay period thereafter pursuant to subsection (f)(2), “except
2 those for which a civil penalty is specifically provided” pursuant to subsection (f).

3 In the instant action there were five main categories of violations claimed by Plaintiff:
4 minimum wage violations, overtime wage violations, meal periods violations, rest period
5 violations, and records violations.

6 Labor Code section 2699.3 requires that the representative employee(s) “give written
7 notice by online filing with the Labor and Workforce Development Agency and by certified mail
8 to the employer of the specific provisions of this code alleged to have been violated, including
9 the facts and theories to support the alleged violation.” Labor Code section 2699.3(1)(A).
10 Plaintiff gave said notice on January 23, 2023. See Decl. of Rodolfo Ruiz-Velasco, ¶2.

11 The Parties were able to compromise the claims reaching a global confidential settlement
12 of the entire action, including the individual wrongful termination, retaliation and wage and hour
13 claims and the PAGA Action. A total of two hundred and two thousand and five hundred dollars
14 (\$202,500.00) has been deemed and agreed by the Parties to be an appropriate allotted amount to
15 settle the 8th cause of action for PAGA civil penalties. This gross settlement amount for the
16 PAGA Action is divided as follows pursuant to the settlement agreement: one hundred fifteen
17 thousand dollars (\$115,000.00) in civil penalties, plus \$5,000 enhancement fee to the Plaintiff for
18 her services as a PAGA representative, plus \$67,500 in attorneys’ fees, plus \$15,000 in litigation
19 costs, including settlement administrator fees for distribution of the PAGA civil penalties, where
20 any excess litigations costs are to be awarded as additional civil penalties. The Parties have
21 decided to hire Phoenix Class Action as the PAGA civil penalties administrator to distribute the
22 PAGA civil penalties to the California LWDA and to the aggrieved employees who worked
23 during the PAGA Period. There is a total of at least \$9,511.36 in litigation and administrator
24 costs, which if subtracted from the \$15,000 allocated for litigation costs, it results in \$5,488.64 in
25 additional civil penalties, for a total of \$115,000 allocated civil penalties plus \$5,448.64
26 additional civil penalties = a total of \$120,488.64 in civil penalties for the State and the
27 aggrieved employees. Ruiz-Velasco See Decl., ¶8.

28 ///

1 Here, Defendants own and operate ARCO and Shell gas stations with convenience stores
2 and car washes in San Diego County. Plaintiff was employed by Defendants as a compliance
3 manager. Plaintiff and the other employees were paid biweekly. Plaintiff claims that Defendants
4 underpaid her hours worked and earned. Specifically, that Defendants did not pay her at the
5 overtime rate of pay and double time rate of pay for all overtime and double time hours worked,
6 and did not pay her for hours worked through her meal periods that were interrupted. Plaintiff
7 also claims that she and the other employees were not fully relieved of duties during their meal
8 and rest periods as they were not allowed to since no one was at the store locations to cover them
9 during their meal and rest periods and also because they would not be able to finish their
10 required work duties in time. In fact, the time records (clock-in, clock-out records) produced by
11 Defendants, when compared to the pay records, shows that Plaintiff was not paid for all hours
12 worked (“wage theft”), and shows that meal periods were not taken in compliance with
13 California Labor Code 226.7 and 512 and the California Wage Orders. As a consequence of the
14 above violations, the pay records produced are inaccurate in violation of Labor Code Section
15 226. Plaintiff claims that she was not reimbursed for business expenditures, including use of her
16 personal vehicle. Defendants failed to timely provide Plaintiff with a copy of her records in
17 violation of Labor Code 226 and 1198.5. In this case, Plaintiff claims a total of over \$493,822.73
18 in damages pursuant to her individual wage and hour and wrongful termination and retaliation
19 claims, plus PAGA penalties, plus her attorneys’ fees and costs. (Ruiz-Velasco Decl., ¶6). One
20 hundred twenty seven five hundred dollars (\$127,500) has been agreed to as settlement for
21 Plaintiff’s individual claims found in her causes of action 1 through 7, 9 and 10. Id.

22 The total potential PAGA civil penalties Plaintiff calculated are at least \$600,000 for 40
23 employees, 15 employees from R Namou Corp for the PAGA Period from January 23, 2023 to
24 December 7, 2023, calculated as 49 pay periods (98 weeks, biweekly is $98/2 = 49$ biweekly pay
25 periods) x 15 aggrieved employees x \$100 x 5 violations plus 25 employees from the other
26 business entities for the PAGA Period from October 1, 2023 to December 7, 2023, calculated as
27 31 pay periods (62 weeks, biweekly is $62/2 = 31$ biweekly pay periods) x 25 aggrieved
28 employees x \$100 x 5 violations = \$367,500 plus \$232,500 = at least \$600,000 in potential

1 PAGA civil penalties. (Ruiz-Velasco Decl., ¶7). Defendants deny all violations. The PAGA civil
2 penalties settlement amount of \$120,488.64 is 20.1% of the total minimum potential PAGA civil
3 penalties claimed by Plaintiff. Id.

4 All of Plaintiffs' individual causes of action along with the PAGA cause of action were
5 resolved in a confidential settlement on or about October 20, 2023. Plaintiff does not object to
6 the \$202,500 total amount allocated to the PAGA Action because (1) the Defendants cooperated
7 with Plaintiff's investigation by providing records for the Plaintiff and the other aggrieved
8 employees and other records, (2) Plaintiff's investigation showed that the aggrieved employees
9 were not paid their overtime wages in full and were not fully relieved of their duties during their
10 meal and rest periods, (3) the Defendants dispute all of the claimed violations, (4) after this case
11 was filed, the Defendants have made corrective measures and stopped the violations and have
12 paid some aggrieved employees for unpaid wages and premium wages, (5) the Parties have
13 decided to compromise to save on attorneys' fees and costs because further litigating this case
14 would significantly increase fees and costs for the Parties making settlement less likely.

15 The PAGA Period was used as the time period in question to reflect the one-year statute
16 of limitations for penalties from the time of filing the written PAGA notice with the LWDA to
17 the time this case is dismissed (see above). Of the one hundred twenty thousand four hundred
18 eighty eight dollars and 64/100 (\$120,488.64), ninety thousand three hundred sixty six dollars
19 48/100 (\$90,366.48) or seventy-five percent (75%) will be paid to the California Labor
20 Workforce Development Agency ("LWDA") and thirty thousand one hundred twenty two
21 dollars and 16/100 (\$30,122.16) or twenty-five percent (25%) will be paid to the three aggrieved
22 employees.

23 The Parties were able to reach a compromised confidential settlement after Defendants
24 produced records regarding Plaintiff and the other aggrieved employees, Plaintiff propounding 8
25 sets of discovery and serving 4 deposition notices, a full-day mediation with experienced
26 mediator Anthony Pantoni, plus multiple post-mediation communications and calls through Mr.
27 Pantoni and with Defendants' counsel directly required to finally settle all causes of action for
28 the Plaintiff, including her individual nine causes of action as follows for (1) failure to pay

1 wages, (2) failure to timely furnish accurate itemized wage statements in violation of Labor Code
2 section 226(a), (3) unfair business practices, (4) waiting time penalties per Labor Code section
3 203, (5) meal and rest period violations, (6) failure to reimburse business expenses, (7) failure to
4 timely provide copy of personnel file and payroll records and failure to maintain accurate time
5 records, (9) wrongful termination in violation of public policy, and (10) wrongful termination
6 and retaliation in violation of Labor Code 1102.5, along with the representative eighth cause of
7 action for PAGA civil penalties.

8 **VI. DEFINITION OF AGGRIEVED EMPLOYEES**

9 The aggrieved employees are defined as:

10 Any and all nonexempt employees of Defendants who were employed during the PAGA
11 Period (“PAGA Aggrieved Employees”). There are approximately 93 individuals that compose
12 the PAGA Aggrieved Employees.

13 **VII. SCOPE OF RELEASE**

14 The release contained in the Settlement Agreement is as follows:

15 “**PAGA Release.** Upon approval by the court of the settlement of all PAGA claims in the
16 Action and dismissal of the entire action with prejudice, the PAGA claims against the
17 Released Parties that were pled in the operative complaint or reasonably could have been
18 pled based on the claims and factual allegations in the operative complaint, and which
arose during the period January 23, 2022 through the date of dismissal of the entire
Action with prejudice, shall be deemed released.”

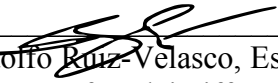
19 Settlement Agreement, §9.

20 **VIII. CONCLUSION**

21 Based upon the totality of the facts and circumstances, Plaintiff respectfully requests the
22 Court that the PAGA Action settlement of \$202,500, with allocations of \$120,488.64 towards
23 PAGA civil penalties (calculated as \$115,000 originally allocated plus \$5,488.64 left over from
24 litigations costs), plus \$5,000 enhancement award to Plaintiff for serving as the PAGA
25 representative, plus \$67,500 in attorney’s fees for recovering the PAGA settlement amount, plus
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1 \$9,511.36 for litigation costs, including PAGA civil penalties administrator distribution fees, be
2 judicially approved pursuant to Labor Code section 2699 and be imposed on Defendants.

3 Dated: December 5, 2023

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6 Rodolfo Ruiz-Velasco, Esq.
7 Attorneys for Plaintiff,
8 Nelida Villalva Gomez
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1 **DECLARATION OF RODOLFO RUIZ-VELASCO IN SUPPORT**

2 I, Rodolfo Ruiz-Velasco, declare as follows:

3 1. I am an attorney licensed to practice law in the state of California and am the
4 attorney of record for Plaintiff NELIDA VILLALVA GOMEZ (“Plaintiff”) in the above
5 referenced action.
6

7 2. On or about January 23, 2023, on behalf of Plaintiff, I sent Defendants R
8 NAMOU, CORP., RAZAK NAMOU, MAHIR NAMOU, and RANI SAFA via certified mail a
9 written notice of Plaintiff’s intent to bring a claim for PAGA civil penalties, and filed it with the
10 California Labor Workforce Development Agency (“LWDA”) via online submission through
11 their website (A true and correct copy of the written notice for the PAGA claim is attached to the
12 Complaint in this action, see Docket No. 1, Exhibit 1). The LWDA provided Case No. LWDA-
13 CM-930912-23 for the PAGA Action. The LWDA did not respond within the requisite 65 days.
14 On or about October 24, 2023, I filed via online submission with the LWDA and served on
15 Defendants’ counsel Supplemental PAGA Action Notice adding Defendants CMSM, Inc., EL
16 NORTE RMN, INC., MIDWAY M3, INC., RMCM, INC. as employers to the PAGA Action.
17 On or about October 24, 2023, this case was amended to add Defendants CMSM, Inc., EL
18 NORTE RMN, INC., MIDWAY M3, INC., RMCM, INC. as defendants to this case.
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21 3. On or about April 5, 2023 Plaintiff filed her Complaint in this case alleging
22 individual claims for (1) failure to pay wages, (2) failure to timely furnish accurate itemized
23 wage statements in violation of Labor Code section 226(a), (3) unfair business practices, (4)
24 waiting time penalties per Labor Code section 203, (5) meal and rest period violations, (6) failure
25 to reimburse business expenses, and (7) failure to timely provide copy of personnel file and
26 payroll records and failure to maintain accurate time records, (9) wrongful termination in
27 violation of public policy, and (10) wrongful termination and retaliation in violation of Labor
28

1 Code section 1102.5, (8) along with the representative eighth cause of action for PAGA civil
2 penalties pursuant to Labor Code section 2698, et seq.

3 4. Plaintiff served 8 sets of written discovery and 4 notices of deposition on
4 Defendants' counsel. Defendants counsel produced hundreds of pages of documents, payroll
5 records and other records which show payment to and the times when aggrieved employees were
6 performing work, and from which we calculated damages.

7 5. The records produced by Defendants show violations in that the pay records show
8 that Defendants did not pay Plaintiff at the overtime rate and double time rate of pay for all
9 overtime and double time hours worked, and show meal period violations, and as a consequence
10 of these violations, show records violations in violation of the Labor Code sections 226.
11 Defendants dispute the violations.

12 6. Plaintiff claims a total of over \$493,822.73 in damages pursuant to her individual
13 wage and hour, wrongful termination and retaliation claims, plus PAGA penalties, plus her
14 attorneys' fees and costs. \$127,500 has been agreed to as settlement for Plaintiff's individual
15 claims found in her causes of action 1 through 7, 9 and 10.

16 7. The total potential PAGA civil penalties Plaintiff calculated are at least \$600,000
17 for 40 employees, 15 employees from R Namou Corp for the PAGA Period from January 23,
18 2023 to December 7, 2023, calculated as 49 pay periods (98 weeks, biweekly is $98/2 = 49$
19 biweekly pay periods) x 15 aggrieved employees x \$100 x 5 violations plus 25 employees from
20 the other business entities for the PAGA Period from October 1, 2023 to December 7, 2023,
21 calculated as 31 pay periods (62 weeks, biweekly is $62/2 = 31$ biweekly pay periods) x 25
22 aggrieved employees x \$100 x 5 violations = \$367,500 plus \$232,500 = at least \$600,000 in
23 potential PAGA civil penalties. The PAGA civil penalties settlement amount of \$120,488.64 is
24 20.1% of the total minimum potential PAGA civil penalties claimed by Plaintiff.

1 8. \$202,500 has been agreed to settle the PAGA Action, where this gross amount is
2 allocated as follows: \$115,000 in civil penalties plus \$5,448.64 additional civil penalties leftover
3 from litigations costs = a total of \$120,488.64 in PAGA civil penalties, plus \$5,000 to Ms.
4 Villalva Gomez as an enhancement payment for serving as the PAGA representative, \$67,500
5 allotted to attorneys' fees for litigating the PAGA representative claims, and a maximum
6 \$15,000 to litigation costs and costs of administering the PAGA payments to aggrieved
7 employees, minus \$5,448.64 left over to go to civil penalties for a total of \$9,511.36 in litigation
8 costs. This results in a gain of \$120,488.64 for the State of California and the aggrieved
9 employees.
10

11 9. Despite the above differences and disputes regarding the viability of said claims,
12 on or about October 20, 2023, the Parties were able to reach a compromised confidential
13 settlement after Defendants produced records regarding Plaintiff and the other aggrieved
14 employees, Plaintiff propounding 8 sets of discovery and serving 4 deposition notices, a full-day
15 mediation with experienced mediator Anthony Pantoni from Signature Resolution, plus multiple
16 post-mediation communications and calls through Mr. Pantoni and with Defendants' counsel
17 directly required to finally settle all causes of action. Upon Court approval of this settlement,
18 Plaintiff will request to dismiss this case in its entirety.
19
20

21 10. Of the one hundred twenty thousand four hundred eighty eight dollars and 64/100
22 (\$120,488.64), ninety thousand three hundred sixty six dollars 48/100 (\$90,366.48) or seventy-
23 five percent (75%) will be paid to the California Labor Workforce Development Agency
24 ("LWDA") and thirty thousand one hundred twenty two dollars and 16/100 (\$30,122.16) or
25 twenty-five percent (25%) will be paid to the three aggrieved employees.
26

27 11. Plaintiff has spent at least \$9,511.36 in reasonable litigation costs, including \$435
28 in Superior Court complaint filing fee, \$60 for filing this ex parte application, \$69.11 in

1 electronic filing fees, \$75 LWDA PAGA action filing fee, \$272.25 service of process fees, \$150
2 jury deposit fees, \$4,700 mediation fee, and \$3,750 claim administrator fees.

3 12. I have been in practice full time as a litigator for almost 14 years. I received my
4 law degree from California Western School of Law in May of 2009, took and passed the
5 California Bar exam in August of 2009, and was sworn in as a member of the California State
6 Bar in December of 2009. I have been a practicing litigator since then. I have handled over one
7 hundred employment and wage and hour cases, four wage and hour trials in this Court of which I
8 was successful in all four, including a PAGA trial involving over 70 employees in Dept. 73
9 (Case No. 37-2013-00058208-CU-OE-CTL) and was also successful in the appeal on this case
10 with our Fourth District Court of Appeals, which is now a published opinion (D069001), and a
11 PAGA trial in Dept. 61 (now Dept. 64) in which I was awarded a multiplier of 2.0 on my
12 lodestar fees in that PAGA trial (Case No. 37-2015-00030224-CU-OE-CTL), six unemployment
13 appeal hearings in which I was successful in all, and three matters with the Labor Commissioner
14 which were all resolved prior to trial. I was a member of the San Diego County Bar Association
15 from 2009 to 2014, and a barrister member of the William B. Enright Inns of Court from 2011 to
16 2015. I volunteered with Legal Aid Society of San Diego from 2010 to 2013, and was awarded
17 with the Wiley W. Manuel Award for pro bono legal services in 2011 and 2012. I was a member
18 of Consumer Attorneys of San Diego from 2011-2018 and wrote a wage and hour law related
19 article in its publication, Trial Bar News entitled “The Shell Game: When Corporate Officers
20 Take the Money and Run”. I am currently a member of California Employment Lawyers
21 Association (CELA) since 2015 and was a featured speaker in their Annual Advanced Wage and
22 Hour Seminar in a program called “PAGA Developments, Trial Practice and Case Management”,
23 and have been invited to speak at their events on multiple occasions. I have been selected as a
24 Super Lawyer Rising Star in the Employment Litigation practice area in San Diego (2017-2022)
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1 by Super Lawyers, and now also as a Super Lawyer in San Diego also in the Employment
2 Litigation practice area.

3 I declare under penalty of perjury under the laws of the state of California that foregoing
4 is true and correct and based upon my personal knowledge.
5

6 Dated: December 5, 2023

7 

8 Rodolfo Ruiz-Velasco, Esq.
9 Attorney for Plaintiff,
10 Nelida Villalva Gomez
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

NELIDA VILLALVA GOMEZ, an individual,	)	CASE NO.: 37-2023-00014287-CU-WT-CTL
	)	
Plaintiff,	)	[PROPOSED] ORDER ON JOINT EX
	)	PARTE NOTICE AND APPLICATION
v.	)	FOR COURT APPROVAL OF
	)	SETTLEMENT OF PLAINTIFF'S
R NAMOU, CORP; RAZAK NAMOU, an	)	PRIVATE ATTORNEYS GENERAL
individual; MAHIR NAMOU, an individual;	)	ACT ("PAGA") CLAIM
RANI SAFA, an individual; and DOES 1	)	
through 50, inclusive,	)	I/C: Hon. Marcella O. McLaughlin
	)	Dept.: C-72
Defendants.	)	
	)	Date: December 7, 2023
	)	Time: 8:30 a.m.
	)	
	)	Date of First Paper: April 5, 2023
	)	Trial Date: November 1, 2024
	)	
	)	[IMAGED FILE]

The Joint Ex Parte Application for Court Approval of Settlement of Plaintiff's Private Attorneys General Act ("PAGA") Claim (hereinafter "Application") came on for hearing in Department C-72 of this Court on December 7, 2023 at 8:30 a.m. Attorney Rodolfo Ruiz-Velasco appeared on behalf of Plaintiff NELIDA VILLALVA GOMEZ ("Plaintiff"), and

1 Attorneys Aron Buckley, Esq. and/or Matthew Mushamel appeared on behalf of Defendants
2 Defendants R NAMOU, CORP., MAHIR NAMOU, RAZAK NAMOU, RAMI SAFFA, CMSM,
3 Inc., EL NORTE RMN, INC., MIDWAY M3, INC., RMCM, INC. (collectively, "Defendants").
4 Having read the Application, the memorandum of points and authorities, and the declarations,
5 and having heard argument of counsel,
6

7 IT IS ORDERED that the Application is granted as follows:

8 (1) PAGA civil penalties of one hundred fifteen thousand dollars (\$115,000.00) plus
9 \$5,448.64 additional civil penalties leftover from litigations costs = a total of \$120,488.64 in
10 PAGA civil penalties are imposed on Defendants, with 75% of the \$120,488.64 or \$90,366.48 to
11 go to the California Labor Workforce Development Agency ("LWDA") and 25% or \$30,122.16 to
12 go to the aggrieved employees of Defendants.
13

14 (2) The aggrieved employees of Defendants are defined as all current and former
15 nonexempt employees employed by Defendant R NAMOU, CORP. from January 23, 2022 to the
16 date of dismissal of this case, and all current and former nonexempt employees of CMSM, Inc.,
17 EL NORTE RMN, INC., MIDWAY M3, INC., and RMCM, INC. from October 1, 2022 to the
18 date of dismissal of this case.
19

20 (3) The PAGA Administrator hired by the Parties, Phoenix Class Action, shall
21 distribute the PAGA civil penalties to the aggrieved employees and to the LWDA. The civil
22 penalties portion paid to the aggrieved employees will be distributed pro rata according to the
23 number of pay periods that each aggrieved employee worked during the PAGA Period. Any
24 returned checks sent to the aggrieved employees will be sent to the California State Controller in
25 the aggrieved employee's name.
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(4) The following alternative or additional relief is granted: _____

IT IS SO ORDERED.

DATE: _____

Honorable MARCELLA O. MCLAUGHLIN

Villalva Gomez v. R Namou Corp, et al.
Superior Court Case No. 37-2023-00014287-CU-WT-CTL

PROOF OF SERVICE

I am employed in the County of San Diego, State of California. I am over eighteen years of age and not a party to this action; my business address is 600 W. Broadway Suite 700, San Diego, California, 92101.

On **December 6, 2023**, I served a true copy of the foregoing document(s):

Joint Ex Parte Notice and Application for Court Approval of Settlement of Plaintiff's Private Attorneys Act of 2004 ("PAGA") Action; Declaration of Rodolfo Ruiz-Velasco in Support Thereof

[Proposed] Order on Joint Ex Parte Notice and Application for Court Approval of Settlement of Plaintiff's Private Attorneys Act of 2004 ("PAGA") Action

on all interested parties in this action as follows:

Aaron Buckley Matthew Mushamel Quarles & Brady LLP 101 West Broadway, Ninth Floor, San Diego, CA 92101-8285 aaron.buckley@quarles.com matthew.mushamel@quarles.com deb.baranowski@quarles.com (via eservice/email only)	Attorneys for Defendants R NAMOU CORP, et al.
California Labor Workforce Development Agency 455 Golden Gate Ave, 9th Floor San Francisco, CA 94102 (by online submission only at https:// www.dir.ca.gov/Private-Attorneys-General- Act/Private-Attorneys-General-Act.html) (via online submission only)	California Labor Workforce Development Agency (LWDA)

☒ **E-mail service/E-service:** I have e-served/mailed the above-documents to the e-mail address(es) of counsel above.

☒ **Online submission:** I submitted the above-documents online via the website above.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on **December 6, 2023**.

3
4 
Rodolfo Ruiz-Velasco