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MARIO A. COBIAN
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Plaintiff, In Pro Per

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, NORTH CENTRAL DISTRICT

MARIO A. COBIAN, an individual, and on behalf of
the State of California and all aggrieved employees,

Plaintiff,

v.

Defendants,

ENCORE WORLDWIDE LLC, a Delaware Limited
Liability Company;

CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS, a Delaware General Partnership;

VERIZON COMMUNICATIONS INC., a Delaware
corporation;

VERIZON SOURCING LLC, a Delaware limited
liability company;

LM INSURANCE CORPORATION, an
Illinois Corporation;

LIBERTY MUTUAL HOLDING COMPANY, INC.,
a Massachusetts mutual holding company;

and DOES 1 through 100, inclusive,

FILED
Superior Court of California
County of Los Angeles
08/17/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Darcy Deputy

Case No.: 26NNCV04596

Title of Document/Petition:

THIRD AMENDED COMPLAINT
FOR DAMAGES, RESTITUTION,
CIVIL PENALTIES, AND
REPRESENTATIVE RELIEF UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
(LAB. CODE §§ 2698–2699.5)

Date: August 15, 2026

Time:

Dept: D

1 **THIRD AMENDED COMPLAINT FOR DAMAGES AND**
2
3 **CIVIL PENALTIES THIRD AMENDED COMPLAINT**
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5 **FOR DAMAGES, RESTITUTION, CIVIL PENALTIES,**
6
7 **AND REPRESENTATIVE RELIEF UNDER THE**
8 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 (LAB.**
9
10 **CODE §§ 2698–2699.5)**

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12 *(Supersedes Second Amended Complaint Filed June 29, 2026)*
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14

15 **CAUSES OF ACTION**

- 16 1. Willful Misclassification of Employee as Independent Contractor — Labor Code § 226.8
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18 2. Failure to Pay Minimum Wages — Labor Code §§ 1194, 1197
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20 3. Failure to Provide Accurate Itemized Wage Statements — Labor Code § 226
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22 4. Failure to Pay All Wages at Termination / Waiting Time Penalties — Labor Code §§ 201–
23 203
24
25 5. Joint Employer Liability / Chief Architect of Misclassification — Labor Code § 2810.3, AB
26 5, Dynamex
27
28 6. Failure to Carry Workers' Compensation Insurance — Labor Code §§ 3700, 3700.5
29
30 7. Unlawful Business Practices — Business & Professions Code § 17200
31
32 8. Alter Ego / Piercing the Corporate Veil

- 1 9. Insurance Bad Faith — California Insurance Code § 790.03 — Against LM Insurance
- 2 Corporation
- 3 10. Civil Conspiracy / Tortious Interference with Prospective Economic Advantage — Against
- 4 All Defendants
- 5
- 6 11. Fraud and Intentional Misrepresentation — Civil Code §§ 1709, 1710 — Against Encore
- 7 Worldwide LLC
- 8
- 9 12. Fraudulent Misrepresentation — Unregistered Foreign Entity Conducting Business in
- 10 California — Against Encore Worldwide LLC
- 11
- 12 13. Intentional Infliction of Emotional Distress — Against All Defendants
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- 14 14. Civil Conspiracy / Criminal Enterprise — Against All Defendants
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- 16 15. Punitive Damages — Civil Code § 3294
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- 18 16. Civil Penalties Under the Labor Code Private Attorneys General Act — Labor Code §§
- 19 2698–2699.5
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DEMAND FOR JURY TRIAL

1 **PARTIES**

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3 **1. Plaintiff MARIO A. COBIAN (“Plaintiff”)** is an individual residing in Arcadia, Los Angeles
4 County, California. Plaintiff brings this action individually, in pro per, and in a representative
5 capacity under the California Private Attorneys General Act (Labor Code §§ 2698 *et seq.*) on
6 behalf of the State of California and all other similarly aggrieved employees.
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8 **2. Defendant ENCORE WORLDWIDE LLC (“Encore”)** is a Delaware Limited Liability
9 Company (Delaware File No. 6444890), registered as a foreign LLC in Georgia (Control No.
10 18133013), with its principal office at 8735 Dunwoody Place, Ste R, Atlanta, GA 30350. At all
11 relevant times, Encore conducted and continues to conduct commercial operations throughout
12 Los Angeles County, California, without registering as a foreign LLC with the California
13 Secretary of State in violation of California Corporations Code § 17708.07, and without
14 maintaining California workers’ compensation insurance or a California registered agent. Service
15 of process upon Encore shall be effected electronically upon its retained defense counsel,
16 Freeman Mathis & Gary, LLP, pursuant to the written acceptance agreement executed by Partner
17 Sean B. Gibbons on June 5, 2026, attached hereto as **Exhibit H**.
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21 **3. Defendant CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS (“Cellco” or**
22 **“Verizon Wireless”)** is a Delaware general partnership and subsidiary of Verizon
23 Communications Inc., with its principal place of business at 1095 Avenue of the Americas, New
24 York, NY 10036. Cellco is registered to do business in California and operates retail and
25 experiential marketing locations throughout Los Angeles County. Cellco acted as the statutory
26 client employer under California Labor Code § 2810.3 and directed the retail staffing operations
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1 at issue herein. Cellco's California registered agent for service of process is CT Corporation
2 System, 330 N Brand Blvd, Ste 700, Glendale, CA 91203.

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4 **4. Defendant VERIZON SOURCING LLC ("Verizon Sourcing")** is a Delaware Limited
5 Liability Company and affiliate of Cellco Partnership, with its principal place of business at 1095
6 Avenue of the Americas, New York, NY 10036. Verizon Sourcing is identified as the contracting
7 entity that procured and managed supplier labor agreements, including mandatory employee-
8 benefit waiver provisions imposed upon Plaintiff and aggrieved workers for work performed in
9 California.

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12 **5. Defendant VERIZON COMMUNICATIONS INC. ("Verizon Communications")** is a
13 Delaware corporation (Delaware File No. 3137829) with its principal place of business at 1095
14 Avenue of the Americas, New York, NY 10036. Verizon Communications is the ultimate parent
15 entity of Cellco Partnership and Verizon Sourcing LLC. At all relevant times, Verizon
16 Communications exercised top-level operational authority, corporate oversight, and contracting
17 control over the retail and experiential marketing campaigns staffed by Encore in California.
18 Verizon Communications' registered agent for service of process in Delaware is The Corporation
19 Trust Company, Corporation Trust Center, 1209 Orange St, Wilmington, DE 19801.

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21
22 **6. Defendant LM INSURANCE CORPORATION ("LMIC")** is an Illinois insurance
23 corporation registered to do business in California (CA SOS Entity No. 3300402), with its
24 principal office at 2815 Forbs Avenue, Suite 200, Hoffman Estates, IL 60192. LMIC is a wholly-
25 owned subsidiary of Liberty Mutual Holding Company, Inc. and is the workers' compensation
26 insurer of record for Defendant Cellco Partnership, as confirmed by the California Workers'
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1 Compensation Insurance Rating Bureau (“WCIRB”) attached hereto as **Exhibit E**. LMIC’s
2 California registered agent for service of process is CSC — Lawyers Incorporating Service, 2710
3 Gateway Oaks Drive, Sacramento, CA 95833.
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5 **7. Defendant LIBERTY MUTUAL HOLDING COMPANY, INC. (“LM Holdings”)** is a
6 Massachusetts mutual holding company with its principal place of business at 175 Berkeley
7 Street, Boston, MA 02116. LM Holdings is the ultimate parent, alter ego, and controlling entity
8 of Defendant LM Insurance Corporation. At all relevant times, LM Holdings exercised direct
9 control over LMIC's claims practices, risk management governance, and the defense-funding
10 arrangements alleged herein. LM Holdings' California registered agent for service of process is
11 CT Corporation System, 330 N Brand Blvd, Ste 700, Glendale, CA 91203.
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14 **8. Defendants DOES 1 through 100, inclusive,** are sued herein under fictitious names pursuant
15 to California Code of Civil Procedure § 474. Plaintiff is currently ignorant of the true names and
16 capacities of said Defendants. Plaintiff will seek leave to amend this Complaint to state their true
17 names and capacities once ascertained. Plaintiff is informed and believes, and thereon alleges,
18 that each DOE Defendant is legally responsible in some actionable manner for the events,
19 statutory violations, and damages alleged herein.
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22 **9. Agency, Alter Ego, and Conspiracy Allegations:** Plaintiff is informed and believes, and
23 thereon alleges, that at all times mentioned herein, each of the Defendants was the agent,
24 employee, partner, joint venturer, alter ego, and/or co-conspirator of each of the remaining
25 Defendants, and in performing the acts alleged herein, was acting within the course, scope, and
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1 authority of such agency, partnership, joint venture, and conspiratorial enterprise with the
2 knowledge, authorization, and ratification of each co-Defendant.
3

4 **JURISDICTION AND VENUE**

5 10. This Court has jurisdiction over this matter pursuant to California Code of Civil Procedure §
6 410.10. The amount in controversy exceeds \$25,000,000, exclusive of interest, attorney's fees,
7 costs, and punitive damages, conferring unlimited civil jurisdiction upon this Court.
8

9 11. Venue is proper in Los Angeles County pursuant to California Code of Civil Procedure §§ 395
10 and 395.5 because the acts and omissions alleged herein occurred in Los Angeles County,
11 California, where Plaintiff performed services for Defendants at Verizon Wireless retail locations
12 and promotional events within this County, including the Pomona, California event on May 2,
13 2026.
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16 **GENERAL ALLEGATIONS**

17 ***The Engagement***

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19 12. Beginning on April 16, 2026, and continuing through on or about May 3, 2026, Plaintiff
20 performed marketing and promotional services for Defendants at Verizon Wireless retail
21 locations and promotional events throughout Los Angeles County, California. Plaintiff was
22 engaged under Defendants' "Verizon Total Wireless Program."
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25 13. Throughout his engagement, Plaintiff was classified by Encore as an "independent contractor"
26 and compensated on a 1099 basis. However, at all relevant times, Plaintiff was a misclassified
27 employee under California law, including the ABC test set forth in Labor Code § 2775 et seq.
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1 (AB 5) and as set forth in *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th
2 903.

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4
5 14.Plaintiff was never provided a formal Independent Contractor Agreement, nor was any
6 independent contractor scope of work ever defined in writing. The documents Plaintiff was
7 required to sign before performing any work — described in detail below — reveal not an arm's-
8 length contractor engagement but a direct employment relationship under comprehensive
9 Verizon and Encore control.

10
11 ***The Three Controlling Documents — Exhibits A, B, and C***

12 15.Before Plaintiff could perform a single hour of work, Defendants required Plaintiff to execute
13 three documents. These documents — Exhibits A, B, and C hereto — collectively establish
14 Verizon's actual knowledge of the engagement, Verizon's direct control over workers' conduct
15 and conditions, and the joint and several liability of both Defendants.

16
17 16.Exhibit A — Benefits Waiver (Verizon Sourcing LLC / Cellco Partnership): Defendants
18 required Plaintiff to sign a "Benefits Waiver" (Schedule 1) that expressly names "Cellco
19 Partnership d/b/a Verizon Wireless" as a protected party. The document was drafted and/or
20 approved by Verizon and required as a precondition of work. It constitutes direct, documentary
21 evidence of Verizon's actual knowledge of and participation in the worker engagement. This
22 document is void and unenforceable under California Labor Code §§ 219 and 2804, which
23 provide that employees cannot contract away statutory rights.

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26 17.Exhibit B — Verizon Total Wireless Program Safety Rules: The "Verizon Total Wireless
27 Program Safety Rules," which Plaintiff was required to acknowledge and comply with as a
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1 condition of engagement, bear Verizon’s own brand in their title and use the term “Employees”
2 throughout — not “contractors,” not “service providers.” The Rules state, in relevant part:
3 “Employees who drive on Encore business are expected to drive safely and responsibly and to
4 use common sense and courtesy.” And: “Rule 1: A valid driver’s license must be maintained as a
5 condition of continued employment for positions that require driving.” The Safety Rules further
6 mandate: (a) workers must wear a helmet at all times while operating a scooter; (b) cell phones
7 must be turned off or silenced before starting work; (c) workers must not engage in distracting
8 activities such as eating, shaving, or putting on makeup even in stopped traffic; (d) drug and
9 alcohol use is prohibited; and (e) all accidents must be reported immediately.

12 18. Verizon’s own document calling this relationship one of “continued employment” and
13 subjecting workers to comprehensive behavioral control directly satisfies Prong A of the ABC
14 test under *Dynamex* and Labor Code § 2775: Plaintiff was not free from the control and direction
15 of Defendants in the performance of his work, both under the parties’ contract and in fact.

17 19. Exhibit C — Waiver and Release (April 16, 2026): The “Waiver and Release” executed on
18 April 16, 2026 — the very first day of Plaintiff’s engagement — names both “Encore
19 Worldwide, LLC” and “Cellco Partnership (d/b/a Verizon Wireless)” as “Released Parties.” This
20 document was jointly drafted and jointly enforced by both Defendants. It constitutes conclusive
21 documentary evidence of joint employer status: Verizon was not a remote client of a vendor —
22 Verizon was a co-party to the contract governing Plaintiff’s labor.

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25 ***Defendants Cannot Satisfy the ABC Test***

26 20. Defendants cannot satisfy any prong of the ABC test:
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1 (A) Plaintiff was not free from the control and direction of Defendants in the performance of his
2 work, both under the parties' contract and in fact. Verizon's own Safety Rules — titled "Verizon
3 Total Wireless Program Safety Rules" — controlled Plaintiff's daily conduct, equipment use,
4 dress, communication, and behavior. Encore directed Plaintiff's daily schedule, work location,
5 and assigned tasks at Verizon retail locations in Los Angeles County.
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7
8 (B) Plaintiff's work — performing in-store marketing and promotional services at Verizon
9 Wireless retail locations — was squarely within the usual course of Defendants' business.
10
11 Encore's entire business model in California consists of performing experiential marketing for
12 Verizon. Plaintiff's work was central to that business, not ancillary to it.
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15 (C) Plaintiff was not customarily engaged in an independently established trade, occupation, or
16 business of the same nature as the work performed for Defendants. Plaintiff had no independent
17 marketing business, no separate clients, and no business infrastructure apart from the Encore/
18 Verizon engagement.
19

20 ***Verizon as Chief Architect — Joint Employer Liability***

21 21. Defendants ENCORE and VERIZON operated as joint employers of Plaintiff under Labor
22 Code § 2810.3 and applicable California common law. Verizon exercised direct control over the
23 locations, program requirements, safety standards, and daily activities of workers including
24 Plaintiff.
25

26 22. On May 2, 2026, Verizon Senior Marketing Manager Heywood McGuffee (Sr. Marketing
27 Manager, Field Experience, Verizon Value; M: 310-745-4368) was physically present at the
28

1 Pomona, California promotional event at 606 Indian Hill Blvd, Pomona, CA 91767, directly
2 supervising, directing, and monitoring Plaintiff's work. A photograph depicting Heywood
3 McGuffee at the Pomona event is attached hereto as Exhibit G. This direct on-site control,
4 combined with Verizon's own documents naming itself as a party to Plaintiff's engagement,
5 confirms Verizon's status as a joint employer and chief architect of the misclassification scheme.

7 23. Verizon is not an innocent client of an independent vendor. The documents governing
8 Plaintiff's labor — specifically the Benefits Waiver, the Safety Rules, and the Waiver and
9 Release — constitute binding admissions against interest by Verizon. Through these documents,
10 Verizon explicitly named itself as a co-party to the engagement, mandated conditions of
11 "continued employment," and subjected Plaintiff to rigorous behavioral control. Verizon
12 designed, approved, and operated this misclassification structure.
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15 ***Post-Filing Escalation and Obstruction***

16 24. On June 16, 2026, Plaintiff filed his First Amended Complaint, followed by his Second
17 Amended Complaint on June 29, 2026. As of the date of this Third Amended Complaint, no
18 Defendant has filed a responsive pleading, contacted Plaintiff to initiate good faith settlement
19 discussions, or made any effort to resolve Plaintiff's claims. The continued silence of all six
20 Defendants following direct written notice and receipt of the complaints filed herein —
21 particularly in light of the overwhelming documentary evidence of liability — constitutes further
22 evidence of willful, oppressive, and malicious conduct warranting punitive damages under Civil
23 Code § 3294.
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25
26 25. On June 1, 2026, Plaintiff filed a formal Consumer Insurance Fraud Report with the
27 California Department of Insurance ("CDI") Fraud Division. The CDI acknowledged the
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1 complaint, accepted it for investigation, assigned Case No. 26CW010876, and issued formal
2 written acknowledgment that this matter “warrants investigation,” attached hereto as Exhibit I.
3 LM Insurance Corporation’s continued failure to engage in good faith settlement negotiations,
4 notwithstanding the open CDI criminal fraud investigation, constitutes a further act of bad faith
5 under California Insurance Code § 790.03(h).
6

7 26. The California State Bar acknowledged Plaintiff’s complaint against Freeman Mathis & Gary,
8 LLP partner Sean B. Gibbons on June 9, 2026, Case No. 26-O-20868. A true and correct copy of
9 the State Bar acknowledgment is attached hereto as Exhibit J. FMG Law’s continued
10 representation of Encore raises direct conflict of interest issues under California Rules of
11 Professional Conduct Rule 1.7, and constitutes a further act of obstruction designed to prejudice
12 Plaintiff.
13

14 27. Plaintiff is informed and believes that all six Defendants — Encore Worldwide LLC, Cellco
15 Partnership d/b/a Verizon Wireless, LM Insurance Corporation, Verizon Sourcing LLC, Liberty
16 Mutual Holding Company, Inc., and Verizon Communications Inc.— are engaged in a
17 coordinated strategy of silence and delay designed to exhaust Plaintiff’s resources while PAGA
18 penalties, statutory interest, and punitive exposure continue to accumulate against them. Such a
19 strategy, if proven, constitutes an independent basis for sanctions, fee-shifting, and adverse
20 inference instructions at trial.
21

22 28. On June 13, 2026, Plaintiff filed a preliminary complaint under the Fair Labor Standards Act
23 (“FLSA”) with the United States Department of Labor, initiating a parallel federal enforcement
24 track against Defendants for the wage theft and misclassification violations alleged herein. This
25 federal proceeding operates independently of and concurrently with this action and does not limit
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1 or waive any state law claims alleged herein.

2 29. On or about May 30, 2026, following Plaintiff's formal cease-and-desist demand, Defendant
3 Encore Worldwide LLC deleted all Verizon/Total Wireless job listings from its TrustedHerd
4 recruiting profile. Plaintiff preserved before-and-after screenshots of the TrustedHerd profile,
5 documenting the deletion, true and correct copies of which are attached hereto as Exhibit U. This
6 deletion constitutes spoliation of evidence and consciousness of guilt, as Encore removed
7 documentary evidence of its California recruiting and workforce deployment activities
8 immediately upon receiving formal legal notice. Subsequent to the filing of the original
9 Complaint in this action on June 10, 2026, the TrustedHerd listings were re-posted, further
10 evidencing Defendants' awareness of the evidentiary significance of that material. The before-
11 and-after screenshots constitute independent evidence supporting Plaintiff's conspiracy claims
12 and Encore's ongoing pattern of California operations while unregistered.
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16 ***Regulatory Filings and Agency Actions***

17 30. On or about May 20, 2026, Plaintiff provided first written notice of his claims to Heywood
18 McGuffee at Verizon.
19

20 31. On or about May 29, 2026, Plaintiff transmitted formal notices to Verizon's legal team
21 identifying all violations.

22 32. On June 1, 2026, Plaintiff filed a PAGA Notice with the California Labor & Workforce
23 Development Agency (LWDA), Case No. LWDA-CM-1181094-26.
24

25 33. On June 2, 2026, Plaintiff filed complaints with the California Attorney General's Office, the
26 Employment Development Department (EDD), and the Franchise Tax Board (FTB).

27 34. PAGA — Exhaustion of Administrative Remedies: Plaintiff filed a PAGA notice with the
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1 LWDA on June 1, 2026 (Case No. LWDA-CM-1181094-26). The 65-day statutory waiting
2 period under Labor Code § 2699.3 expired on August 5, 2026, without intervention from the
3 LWDA. Plaintiff now asserts representative PAGA claims on behalf of all 129+ aggrieved
4 California employees.
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7 ***Bad Faith Settlement Conduct, Third-Party Interference, and Coordinated Suppression***
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10 35. On or about June 9, 2026, prior to the filing of this action, an attorney contacted Plaintiff
11 purportedly offering legal representation. Said attorney immediately minimized the value of
12 Plaintiff's claims, stating the case was "not worth much" and that Plaintiff could not demand
13 \$1,000,000 as part of a global release of claims. When Plaintiff maintained his position and cited
14 the documented legal exposure of all six defendant entities, said attorney abruptly reversed
15 course — escalating his own valuation, proposing conversion of Plaintiff's individual claims into
16 a class action lawsuit, and threatening Plaintiff with accusations of criminal "extortion" for
17 presenting a pre-litigation global release demand. Said attorney further asked Plaintiff to pre-
18 commit to accepting whatever settlement the attorney could generate — before any negotiations
19 had commenced — a request that constitutes a fundamental breach of fiduciary duty and serves
20 no legitimate purpose other than to protect the interests of the defense.
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25 36. Plaintiff is informed and believes, and on that basis alleges, that said contact was not made in
26 good faith on Plaintiff's behalf, but rather was designed to suppress Plaintiff's individual claims,
27 prevent the filing of this action, and protect the interests of one or more Defendants herein.
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1 Plaintiff further alleges that Christopher Cox, a co-worker who contacted Plaintiff on June 3,
2 2026, claiming to want to join Plaintiff's suit, discouraged collective individual action among
3 aggrieved workers, facilitated the introduction of Plaintiff to attorney Erick Kuylman of SALT
4 Law Group (erick@saltlawgroup.com), and thereafter ceased all substantive communication —
5 particularly regarding outreach to other aggrieved workers — acted in coordination with one or
6 more Defendants. Said co-worker maintained a Georgia-based telephone number (706 area code,
7 Augusta-Athens, Georgia region) consistent with Defendant Encore Worldwide LLC's principal
8 place of operations in Atlanta, Georgia. The coordinated nature of this contact is confirmed by
9 the following specific admissions made by Christopher Cox in written text messages exchanged
10 with Plaintiff on June 3, 2026, true and correct copies of which are attached hereto as Exhibit K:
11 (a) Cox admitted that Kuylman is a "class action Corp Attorney" — establishing that Kuylman's
12 practice is oriented toward corporate defendants, not individual plaintiff workers; (b) Cox
13 admitted that Kuylman's firm "paid me" — establishing a financial relationship between Cox
14 and the attorney to whom Cox directed Plaintiff, raising a direct inference of compensation for
15 the referral; and (c) after Plaintiff rejected Kuylman and informed Cox that Plaintiff would be
16 filing his complaint the following morning, Cox continued to extract case information, asking:
17 "So you just filed everything yourself?" — conduct inconsistent with that of a neutral co-worker
18 and consistent with ongoing surveillance of Plaintiff's legal strategy on behalf of one or more
19 Defendants. This conduct constitutes further evidence of Defendants' consciousness of guilt,
20 willful bad faith, and coordinated effort to deny Plaintiff and other aggrieved workers their rights
21 under California law.

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27 37. The conduct of Erick Kuylman and Christopher Cox described herein, if directed by or at the
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1 behest of any Defendant, constitutes tortious interference with Plaintiff's prospective economic
2 advantage, conspiracy to obstruct justice.

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5 ***Regulatory Anchor — Multi-Agency Parallel Actions***

6 38. On June 1, 2026, Plaintiff filed a Consumer Insurance Fraud Report with the California
7 Department of Insurance (CDI), assigned Case No. 26CW010876, currently under active
8 investigation by the CDI Fraud Division. On June 13, 2026, Plaintiff filed a parallel complaint
9 with the U.S. Department of Labor under the Fair Labor Standards Act. On June 9, 2026,
10 Plaintiff filed a complaint with the California State Bar against Sean B. Gibbons, Case No. 26-
11 O-20868. These regulatory and professional actions are not pleaded as separate claims but are
12 incorporated to establish the scope of Defendants' institutional exposure and the pattern of
13 conduct underlying Plaintiff's conspiracy claims.
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17 ***Defense Conflict of Interest and Alter Ego Control***

18 39. Plaintiff is informed and believes, and on that basis alleges, that throughout this litigation,
19 Freeman Mathis & Gary, LLP ("FMG Law") has presented itself to this Court, to Plaintiff, and in
20 all correspondence as counsel for Defendant Encore Worldwide LLC. In his most recent written
21 communication to Plaintiff, FMG Law partner Sean B. Gibbons stated: "*my client has*
22 *authorized me to make an offer.*"
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25 40. However, Encore Worldwide LLC is an asset-less, unregistered foreign LLC with no
26 California assets, no California bank accounts, no California workers' compensation coverage,
27 and no financial capacity to fund any settlement of meaningful value. The only entity in this
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1 litigation with both the financial capacity and the institutional motivation to authorize a
2 settlement offer is Defendant LM Insurance Corporation — Verizon’s confirmed workers’
3 compensation insurer of record.
4

5 41. Under California Civil Code § 2860, codifying the holding of *San Diego Navy Federal Credit*
6 *Union v. Cumis Insurance Society* (1984) 162 Cal.App.3d 358, when an insurer funds the defense
7 of its insured but the insurer’s interests are adverse or potentially adverse to the insured’s
8 interests, the insured is entitled to independent counsel — “Cumis counsel” — selected by the
9 insured and paid by the insurer.
10

11 42. Encore Worldwide LLC’s actual legal interest in this action is directly adverse to LM
12 Insurance Corporation’s interest. Encore’s independent legal interest — if it were being
13 represented by truly independent counsel — would be to allege that:
14

- 15 • Verizon designed the misclassification structure;
- 16 • Verizon drafted all controlling documents naming itself as a co-party;
- 17 • Verizon deployed its own management to directly supervise field workers;
- 18 • Encore was operating under Verizon’s program requirements and direction; and
- 19 • Accordingly, Verizon and LM Insurance Corporation bear primary liability for all
20 violations.
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23 Instead, FMG Law — paid by and acting at the direction of LM Insurance Corporation — has
24 pursued a unified defense strategy that protects Verizon and LM Insurance Corporation at
25 Encore’s expense, suppressing the very cross-claims and third-party allegations that independent
26 Cumis counsel would be obligated to assert on Encore’s behalf.
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43. Encore Worldwide LLC has never demanded Cumis counsel. This failure is itself evidence of the conspiracy alleged herein: a legitimately independent Encore, advised by truly independent counsel, would have immediately demanded separate representation and asserted cross-claims against Verizon and LM Insurance Corporation to minimize Encore's own exposure. Encore's failure to do so confirms that Encore is not operating as an independent legal entity in this litigation — it is operating as an instrument of the conspiracy, directed by LM Insurance Corporation through FMG Law. This conflict became explicit on June 16, 2026, when FMG Law partner Sean B. Gibbons, having represented in writing on June 8, 2026 that he represents Encore only and no other party, stated in a post-FAC email: "my client has authorized me to make an offer." Gibbons declined to identify which client had authorized the offer. Encore Worldwide LLC — an asset-less, unregistered shell with no California accounts or assets — has no financial capacity to authorize any settlement offer of meaningful value. The unnamed "client" who authorized the offer is necessarily LM Insurance Corporation, confirming that LM Insurance Corporation is the de facto decision-maker directing this defense from behind Encore's facade.

44. FMG Law's simultaneous representation of Encore (whose interests require blaming Verizon) and LM Insurance Corporation's strategic interests (which require protecting Verizon) constitutes a direct violation of California Rules of Professional Conduct, Rule 1.7 — concurrent conflicts of interest — and renders all of FMG Law's representations and litigation conduct in this matter subject to scrutiny, adverse inference, and potential disqualification.

45. Compounding this conflict, Freeman Mathis & Gary, LLP ("FMG Law") serves as defense counsel for Defendant Encore Worldwide LLC while simultaneously being retained and funded by Defendant LM Insurance Corporation — the same entity Plaintiff alleges is directing Encore's

1 defense from behind the corporate facade. LM Insurance's strategic interests (protecting Verizon
2 and minimizing excess judgment exposure under Comunale) are directly adverse to Encore's
3 independent legal interest (blaming Verizon for designing the misclassification structure). This
4 creates a non-consentable concurrent conflict of interest requiring mandatory disqualification
5 under *Flatt v. Superior Court* (1994) 9 Cal.4th 275.

7 46. The conduct of Encore Worldwide LLC in operating as an unregistered foreign LLC in
8 California while actively engaging California workers, generating California revenue, and
9 avoiding California regulatory compliance constitutes fraudulent misrepresentation by conduct
10 under California Civil Code § 1710(3), which provides that a fraudulent misrepresentation
11 includes “the suppression of a fact, by one who is bound to disclose it.”
12

13
14 47. Encore was bound to disclose its registration status to California workers it engaged, to the
15 California Secretary of State, and to the California Workers’ Compensation Insurance Rating
16 Bureau. Encore suppressed its unregistered status, affirmatively concealed its lack of California
17 workers’ compensation coverage, and allowed California workers including Plaintiff to perform
18 labor — including riding scooters at promotional events — with no workers’ compensation
19 protection whatsoever.
20

21 48. LM Insurance Corporation, as Verizon’s workers’ compensation insurer and a wholly-
22 owned subsidiary of Liberty Mutual Holding Company — which has maintained California-
23 licensed insurance operations since August 30, 1929 (approximately 97 years) — possessed
24 actual and constructive knowledge of California’s foreign entity registration requirements and
25 mandatory workers’ compensation obligations. LM Insurance Corporation’s decision to fund
26 Encore’s California defense — including defending an entity it knew or reasonably should have
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1 known was operating illegally in California — constitutes active participation in the concealment
2 of Encore’s unregistered status, and an independent basis for bad faith liability under California
3 Insurance Code § 790.03.
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1 **FIRST CAUSE OF ACTION**

2 **Willful Misclassification of Employee as Independent Contractor**

3 **Labor Code § 226.8**

4 *Against Defendant ENCORE WORLDWIDE LLC and CELLCO PARTNERSHIP dba*

5 *VERIZON WIRELESS*

6
7 49.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

8
9 50.Labor Code § 226.8 prohibits the willful misclassification of an individual as an independent
10 contractor. It imposes civil penalties of \$5,000 to \$25,000 per violation upon any person or
11 employer that willfully misclassifies an individual as an independent contractor, and additional
12 penalties where the employer advises an employee to enter into an independent contractor
13 agreement.
14

15 51.As alleged herein, Defendants Encore and Verizon willfully misclassified Plaintiff as an
16 independent contractor. The misclassification was not an error of judgment but a deliberate,
17 calculated decision to avoid California labor law obligations. Verizon's own documents use the
18 word "employees" to describe field workers under the Total Wireless Program. Defendants'
19 conduct constitutes willful misclassification within the meaning of Labor Code § 226.8.
20
21

22 52.As a direct and proximate result of Defendants' willful misclassification, Plaintiff suffered
23 lost wages, denial of benefits, and all other damages described herein. Plaintiff is entitled to civil
24 penalties under Labor Code § 226.8 of \$25,000 per violation.
25

26 **SECOND CAUSE OF ACTION**

27 **Failure to Pay Minimum Wages**

1 **Labor Code §§ 1194, 1197**

2 *Against Defendants ENCORE WORLDWIDE LLC and CELLCO PARTNERSHIP dba*
3 *VERIZON WIRELESS*
4

5 53.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

6 54.Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the
7 minimum wage. Labor Code § 1194 provides that an employee receiving less than the minimum
8 wage may recover the unpaid balance plus reasonable attorneys' fees and costs.
9

10 55.Defendants failed to pay Plaintiff wages for all hours worked, including but not limited to
11 setup, breakdown, travel, and waiting time at promotional events. Plaintiff's total unpaid balance
12 is \$653.35, comprising: inventory labor \$450.00; mileage \$109.77; and additional unpaid work
13 \$93.58.
14

15 56.Plaintiff is entitled to recovery of all unpaid wages, interest, reasonable attorneys' fees, and
16 costs including unreimbursed business expenses and mileage (\$109.77 activation + \$93.58
17 inventory), pursuant to Labor Code §§ 1194 and 2802.
18

19 **THIRD CAUSE OF ACTION**

20 **Failure to Provide Accurate Itemized Wage Statements**

21 **Labor Code § 226**

22 *Against Defendants ENCORE WORLDWIDE LLC and CELLCO PARTNERSHIP dba*
23 *VERIZON WIRELESS*
24
25

26 57.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
27
28

1 58.Labor Code § 226(a) requires employers to provide employees with accurate itemized wage
2 statements showing gross wages, total hours worked, net wages, and other required information.
3 Labor Code § 226(e) provides statutory penalties of \$50 for the first violation and \$100 for each
4 subsequent violation, up to \$4,000 per employee.
5

6 59.Defendants failed to provide Plaintiff with accurate itemized wage statements as required by
7 Labor Code § 226(a). The wage statements provided to Plaintiff omitted required information
8 and misclassified his employment status. Plaintiff is entitled to statutory penalties of \$4,000
9 pursuant to Labor Code § 226(e).
10

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay All Wages at Termination / Waiting Time Penalties**

13 **Labor Code §§ 201–203**

14 *Against Defendants ENCORE WORLDWIDE LLC and CELLCO PARTNERSHIP dba*
15 *VERIZON WIRELESS*
16
17

18 60.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

19 61.Labor Code § 201 requires an employer to pay all wages immediately upon discharge. Labor
20 Code § 202 requires payment within 72 hours of an employee’s resignation. Labor Code § 203
21 imposes waiting time penalties equal to the employee’s daily rate for each day wages remain
22 unpaid, up to 30 days.
23

24 62.Defendants failed to pay Plaintiff all earned wages upon termination of the engagement on or
25 about May 3, 2026. Plaintiff’s applicable daily rate of pay is established by Defendant Encore
26 Worldwide LLC’s own written offer transmitted by Encore Activation Manager Curt Wood on
27
28

1 April 16, 2026, which set the Team Lead activation rate at \$45.00 per hour for 4.5 hours per
2 activation day (\$202.50 per activation day), and the storage, transportation, and inventory rate at
3 \$30.00 per hour for required pre- and post-event duties including picking up and transporting
4 assets to activations, confirming Brand Ambassador attendance, returning assets to storage,
5 washing uniforms, and updating inventory sheets. These pre- and post-event duties, totaling
6 approximately 5.55 hours per engagement day at \$30.00 per hour (\$166.50), are compensable
7 work hours required and directed by Encore. Plaintiff's total daily rate of pay is therefore
8 \$369.00 per day (\$202.50 activation rate + \$166.50 pre- and post-event duties). As a result,
9 Plaintiff is entitled to waiting time penalties of \$369.00 per day for 30 days, totaling \$11,070.00
10 pursuant to Labor Code § 203.

11 **FIFTH CAUSE OF ACTION**

12 **Joint Employer Liability / Chief Architect of Misclassification**

13 **Labor Code § 2810.3; AB 5; Dynamex**

14 ***Against Defendants ENCORE WORLDWIDE LLC and CELLCO PARTNERSHIP dba***

15 ***VERIZON WIRELESS***

16 63.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

17 64.Labor Code § 2810.3 provides that a client employer shall share with a labor contractor all
18 civil legal responsibility and liability for all workers supplied by that labor contractor for the
19 payment of wages and the failure to obtain valid workers' compensation coverage.

20 65.As alleged herein, Verizon is the client employer and chief architect of the misclassification
21 scheme. Verizon designed the structure, supplied the controlling documents, exercised direct
22 control over the plaintiff's work, and is responsible for the plaintiff's misclassification.

1 supervisory control over field workers, and is jointly and severally liable for all Labor Code
2 violations alleged herein. Under Labor Code § 2810.3 and *Dynamex*, Verizon is jointly liable for
3 all unpaid wages, penalties, and damages owed to Plaintiff.
4

5 **SIXTH CAUSE OF ACTION**

6 **Failure to Carry Workers' Compensation Insurance**

7 **Labor Code §§ 3700, 3700.5**

8 ***Against Defendant ENCORE WORLDWIDE LLC***

9
10 66.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
11

12 67.Labor Code § 3700 requires every employer to secure payment of workers' compensation
13 benefits for its employees. Labor Code § 3700.5 makes it a misdemeanor for any employer to fail
14 to secure compensation as required by § 3700, and imposes civil penalties of not less than
15 \$10,000 per uninsured employee.
16

17 68.Encore Worldwide LLC, as an unregistered foreign LLC operating in California, had no
18 California workers' compensation coverage at any time during Plaintiff's engagement. Encore's
19 failure to provide workers' compensation coverage left Plaintiff without protection during a
20 physically dangerous engagement that required riding scooters and engaging in high-activity
21 promotional events. The civil penalties for this violation are not less than \$10,000 per employee.
22 Applied to 110 workers, the aggregate exposure exceeds \$1,100,000.
23

24 **SEVENTH CAUSE OF ACTION**

25 **Unlawful Business Practices**

26 **Business & Professions Code § 17200**

1 *Against All Defendants*

2 69.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

3
4 70.Business & Professions Code § 17200 prohibits any unlawful, unfair, or fraudulent business
5 act or practice. Each Labor Code violation alleged herein constitutes an unlawful business
6 practice under § 17200.

7
8 71.Defendants' systematic misclassification of workers, failure to provide workers'
9 compensation coverage, failure to pay wages, and coordinated suppression of worker claims
10 constitute unlawful and unfair business practices within the meaning of Business & Professions
11 Code § 17200. Plaintiff seeks restitution of all wages and benefits unlawfully withheld,
12 injunctive relief, and all other available remedies.
13

14 **EIGHTH CAUSE OF ACTION**

15 **Alter Ego / Piercing the Corporate Veil**

16
17 **Common Law; Corporations Code § 17708.07**

18 *Against All Defendants*

19 72.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

20
21 73. Encore Worldwide LLC is operated as an alter ego of Verizon and/or LM Insurance
22 Corporation. Encore is an asset-less, unregistered foreign LLC that generates no independent
23 revenue, maintains no independent legal infrastructure in California, and operates entirely at the
24 direction and for the financial benefit of Verizon and LM Insurance Corporation. The corporate
25 form of Encore, if recognized, would sanction fraud and promote injustice.
26
27
28

74. Pursuant to California alter ego doctrine, the Court should pierce the corporate veil of Encore Worldwide LLC and hold Verizon and/or LM Insurance Corporation jointly and severally liable for all obligations of Encore.

NINTH CAUSE OF ACTION

Insurance Bad Faith

California Insurance Code § 790.03; Comunale

Against Defendant LM INSURANCE CORPORATION

75. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

76. California Insurance Code § 790.03 prohibits insurance companies from engaging in unfair claims settlement practices, including the failure to attempt in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear. Under *Comunale v. Traders & General Ins. Co.* (1958) 50 Cal.2d 654, an insurer's bad faith refusal to settle exposes it to liability for all consequences flowing from that refusal, including excess judgment liability and consequential damages. The bad faith clock in this matter began on May 20, 2026 — the date of Plaintiff's first written demand.

77. The following settlement demand ladder demonstrates LM Insurance Corporation's systematic bad faith refusal to settle claims in which liability is demonstrably clear:

Date	Demand	Recipients / Context
May 20, 2026 at 8:53 PM	\$20,000	To Encore team: Curt Wood, Bill Meyer, Brad Wirz, Dave Teska; Verizon CC
May 28, 2026 at 9:05 PM	\$50,000	To Sean Gibbons (FMG Law) + Encore team

June 1, 2026 at 11:32 AM	\$100,000	To Gibbons + LWDA + PAGA portal (coincident with PAGA notice filing)
June 2, 2026 at 1:48 PM	\$1,000,000	To Gibbons + FMG Law brass: Jacobs, Freeman, Soefje + Verizon legal
June 6, 2026 at 6:50 PM	\$1,000,000 (formal)	Formal notice to LM Insurance Corporation directly: Joseph Cipriano + full LM legal team
June 11, 2026	\$10,000,000	To all defendants — pre-discovery global demand
June 29, 2026	\$200M-\$300M	SAC Prayer for Relief — court filing

78. At each escalating demand level, LM Insurance Corporation — the de facto decision-maker directing this defense — failed to engage in good faith settlement negotiations, failed to make any counter-offer, and instead deployed its retained law firm to threaten, delay, and suppress Plaintiff's claims. This pattern constitutes a textbook violation of Insurance Code § 790.03(h)(6) (failure to effectuate prompt, fair, equitable settlement where liability is clear) and bad faith under Comunale.

79. As a direct and proximate result of LM Insurance Corporation's bad faith, Plaintiff has suffered consequential damages, costs of investigation and litigation, and ongoing harm. Plaintiff is entitled to compensatory damages, punitive damages under Civil Code § 3294, and all other available relief.

TENTH CAUSE OF ACTION

Civil Conspiracy / Tortious Interference with Prospective Economic Advantage

Civil Code; Common Law

1 *Against All Defendants*

2 80.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

3
4 81. All six Defendants — Encore Worldwide LLC, Cellco Partnership d/b/a Verizon Wireless,
5 LM Insurance Corporation, Verizon Sourcing LLC, Liberty Mutual Holding Company, Inc., and
6 Verizon Communications Inc. — entered into an agreement, express or implied, to commit
7 unlawful acts, specifically: to misclassify California workers, suppress worker claims through
8 coordinated legal intimidation, deploy third-party intermediaries to discourage collective action,
9 and maintain a unified defense strategy that protects the enterprise at the expense of workers.
10

11 82.Each Defendant committed overt acts in furtherance of the conspiracy, including but not
12 limited to: Encore’s misclassification of workers; Verizon’s supply of controlling documents
13 designed to create a facade of independent contractor status; LM Insurance Corporation’s
14 funding of the defense; and FMG Law’s deployment of third-party intermediaries Christopher
15 Cox and Erick Kuyman. As a direct and proximate result of this conspiracy, Plaintiff suffered
16 damages in an amount to be proven at trial.
17
18

19 **ELEVENTH CAUSE OF ACTION**

20 **Fraud and Intentional Misrepresentation**

21
22 **Civil Code §§ 1709, 1710**

23 *Against Defendant ENCORE WORLDWIDE LLC*

24 83.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

25
26 84.FMG Law partner Sean B. Gibbons made a materially false statement of fact in his written
27 communication of May 29, 2026, representing that “my client is appropriately registered.” This
28

1 statement was false. Encore Worldwide LLC has never been registered as a foreign limited
2 liability company with the California Secretary of State.

3 85. Gibbons made this misrepresentation with knowledge of its falsity, or with reckless disregard
4 for its truth, with the intent to induce Plaintiff to rely on the false statement and abandon
5 meritorious claims. Plaintiff did not abandon his claims, but the misrepresentation caused
6 Plaintiff to expend additional time and resources investigating and verifying the true registration
7 status, and caused uncertainty and delay. Plaintiff is entitled to compensatory and punitive
8 damages pursuant to Civil Code §§ 1709 and 3294.
9

11 **TWELFTH CAUSE OF ACTION**

12 **Fraudulent Misrepresentation — Unregistered Foreign Entity Conducting Business in** 13 **California**

14 **Civil Code §§ 1709, 1710(3); Corporations Code § 17708.07**

15 ***Against Defendant ENCORE WORLDWIDE LLC***
16

17 86. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

18 87. Encore Worldwide LLC suppressed the material fact of its unregistered status from Plaintiff
19 and from California regulatory authorities, in violation of California Civil Code § 1710(3). A
20 reasonable person in Plaintiff's position would not have engaged in labor for an entity operating
21 without California registration, without California workers' compensation coverage, and without
22 any California legal compliance infrastructure, had that fact been disclosed.
23

24 88. FMG Law partner Gibbons' affirmative representation that "my client is appropriately
25 registered" amplified and compounded the underlying suppression, converting a passive
26
27
28

1 concealment into an active fraudulent misrepresentation designed to induce Plaintiff to abandon
2 meritorious claims.

3 89.As a direct result of this fraudulent concealment and misrepresentation, Plaintiff performed
4 labor without workers' compensation protection, was denied the benefits and protections to
5 which he was entitled as an employee under California law, and suffered economic, physical risk,
6 and emotional damages in an amount to be proven at trial.
7

8 **THIRTEENTH CAUSE OF ACTION**

9 **Intentional Infliction of Emotional Distress**

10 **Common Law**

11 ***Against All Defendants***

12 90.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

13 91.Defendants' conduct as alleged herein — including the deliberate misclassification of Plaintiff
14 while placing him in physically dangerous work without workers' compensation protection, the
15 coordinated deployment of third-party intermediaries to suppress Plaintiff's claims, the false
16 threat of "criminal extortion" against Plaintiff for asserting legitimate claims, and the sustained
17 campaign of silence and legal intimidation — was extreme and outrageous beyond the bounds of
18 all decency.
19

20 92.Defendants engaged in this conduct intentionally or with reckless disregard of the probability
21 of causing severe emotional distress to Plaintiff. As a direct and proximate result, Plaintiff
22 suffered severe emotional distress, anxiety, and ongoing harm. Plaintiff is entitled to
23 compensatory and punitive damages.
24
25
26
27
28

1 **FOURTEENTH CAUSE OF ACTION**

2 **Civil Conspiracy / Criminal Enterprise**

3
4 ***Against All Defendants***

5 93.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

6 94.California Penal Code § 182 provides that persons who conspire to commit any crime, to
7
8 falsely and maliciously indict another, to cheat and defraud any person, or to do any act injurious
9 to the public health, morals, trade, or commerce are guilty of a criminal conspiracy. Civil liability
10 flows from such conspiracies under California common law.

11 95.As alleged herein, all six Defendants entered into and executed a conspiracy to: (a) defraud
12 Plaintiff and other California workers of their statutory rights; (b) falsely misrepresent Encore's
13 registration status; (c) suppress and obstruct worker claims through coordinated legal and extra-
14 legal means; and (d) enrich themselves through the systematic violation of California labor law.
15 Each Defendant committed overt acts in furtherance of this criminal conspiracy. Plaintiff is
16 entitled to all damages flowing from this conspiracy.
17
18

19 **FIFTEENTH CAUSE OF ACTION**

20 **Punitive Damages**

21 **Civil Code § 3294**

22 ***Against All Defendants***

23 96.Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

24 97.The conduct of all Defendants as alleged herein was intentional, oppressive, fraudulent, and
25 malicious within the meaning of California Civil Code § 3294. Defendants acted with conscious
26
27
28

disregard of Plaintiff's rights and the rights of 110 similarly situated workers. The deliberate misclassification, the suppression of workers' compensation coverage, the coordinated legal intimidation, and the systematic bad faith refusal to settle warrant an award of punitive damages sufficient to punish and deter.

98. Plaintiff seeks punitive damages in an amount of no less than \$200,000,000, with a specific finding that LM Insurance Corporation's 97-year history of California-licensed operations combined with conscious disregard of California workers' rights warrants enhanced punitive exposure.

SIXTEENTH CAUSE OF ACTION

Civil Penalties Under the Labor Code Private Attorneys General Act Labor Code §§ 2698–2699.5, on Behalf of the State of California and Other Aggrieved Employees Against Encore Worldwide LLC, Cellco Partnership d/b/a Verizon Wireless, and All Other Defendants

99. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

100. On June 1, 2026, Plaintiff provided formal written notice via online submission to the California Labor and Workforce Development Agency (LWDA) and by certified mail to Defendants pursuant to Labor Code § 2699.3 (Notice No. LWDA-CM-1181094-26), setting forth the specific provisions of the California Labor Code alleged to have been violated and the facts and theories supporting those violations.

101. The 65-day statutory waiting period expired on August 5, 2026, without the LWDA providing notice of an intention to investigate or intervene in the matter. Accordingly, Plaintiff

1 has fully exhausted all administrative remedies under Labor Code § 2699.3 and now asserts
2 representative PAGA claims as an aggrieved employee on behalf of the State of California and
3 all 129+ similarly situated aggrieved employees.
4

5 102. Plaintiff seeks civil penalties under Labor Code §§ 2698–2699.5 for Defendants' predicate
6 statutory violations of California labor laws, including but not limited to: Labor Code §§ 2775–
7 2778 (willful employee misclassification); §§ 204, 510, 1194, 1197 (failure to pay minimum
8 wages, regular wages, and overtime); §§ 201–203 (failure to pay all wages due upon discharge/
9 waiting time penalties); § 226 (failure to provide accurate itemized wage statements); §§ 226.7,
10 512 (failure to provide lawful meal and rest periods); § 2810.5 (failure to provide required
11 statutory hiring notices); and §§ 3700, 3700.5, 3706 (failure to maintain mandatory California
12 workers' compensation coverage).
13
14

15 103. Pursuant to Labor Code § 2699(i), all civil penalties recovered under this cause of action
16 shall be distributed sixty-five percent (65%) to the Labor and Workforce Development Agency
17 and thirty-five percent (35%) to the aggrieved employees, together with an award of reasonable
18 statutory costs and expenses pursuant to Labor Code § 2699(g).
19
20

21 **PRAYER FOR RELIEF**

22

23 WHEREFORE, Plaintiff MARIO A. COBIAN respectfully requests that this Court enter
24 judgment against all Defendants, jointly and severally, as follows:
25

26 1. Compensatory Damages:
27
28

- Unpaid wages, unreimbursed expenses, and all amounts owed under the Labor Code: no less than **\$653.35**, exclusive of penalties;
- Waiting time penalties under Labor Code § 203: **\$11,070** (30 days × \$369/day);
- Wage statement penalties under Labor Code § 226(e): **\$4,000**;
- All other compensatory damages in amounts to be proven at trial.

2. Statutory Penalties — Individual Claims:

- Labor Code § 226.8 willful misclassification penalties: **\$25,000** maximum per violation;
- All applicable Labor Code statutory penalties.

3. PAGA Civil Penalties — Representative Claims:

- Civil penalties pursuant to Labor Code §§ 2698–2699.5 on behalf of the State of California and 129+ aggrieved employees in an aggregate amount according to proof;
- Estimated aggregate PAGA penalties: \$5,000,000 to \$50,000,000+ (to be determined based on final master payroll and shift logs);
- Distribution of penalties pursuant to Labor Code § 2699(i) (65% to LWDA, 35% to aggrieved employees).

4. Insurance Bad Faith Damages:

- Consequential damages, excess judgment liability, and punitive damages arising from LM Insurance Corporation’s bad faith conduct under California Insurance Code § 790.03 and *Comunale v. Traders & General Ins. Co.* (1958) 50 Cal.2d 654, with the bad faith clock commencing May 20, 2026;

- Attorneys' fees as damages (Brandt v. Superior Court (1985) 37 Cal.3d 813) arising from LM Insurance Corporation's bad faith conduct that forced Plaintiff to expend costs and effort to obtain benefits to which he was entitled;
- CDI Investigation exposure: estimated **\$20,000,000 to \$80,000,000** in regulatory fines and penalties based on active CDI Fraud Division investigation, Case No. 26CW010876.

5. FLSA Damages:

- Back wages, liquidated damages, and civil penalties arising from the parallel FLSA complaint filed with the U.S. Department of Labor on June 13, 2026;
- Estimated FLSA exposure: **\$5,000,000 to \$15,000,000**.

6. Punitive Damages:

- Punitive damages against all Defendants under California Civil Code § 3294 for intentional, oppressive, fraudulent, and malicious conduct, in an amount sufficient to punish and deter, estimated at no less than \$200,000,000;
- Punitive damages against LM Insurance Corporation specifically for its 97-year pattern of California-licensed operations combined with conscious disregard of California workers' rights.
- Punitive damages against Liberty Mutual Holding Company, Inc. and Verizon Communications Inc. for their roles as parent entities exercising control over the misclassification scheme while willfully disregarding 39+ days of direct written notice.

7. Global Damages Summary:

- Compensatory, statutory, and punitive damages in amounts to be proven at trial, in amounts according to proof (see Exhibit Z for aggregate exposure calculation) based on the joinder of Liberty Mutual Holding Company, Inc. and Verizon Communications Inc. and the regulatory, federal, and civil exposure quantified herein

8. Injunctive and Declaratory Relief:

- A declaration that Encore Worldwide LLC is barred from maintaining any action or proceeding in California courts pursuant to California Corporations Code § 17708.07(b);
- Injunctive relief enjoining Defendants from continuing the unlawful business practices alleged herein;

9. Attorneys' Fees and Costs:

- Attorneys' fees pursuant to Labor Code §§ 1194, 226(e), and all applicable fee-shifting statutes;
- Costs of suit pursuant to California Code of Civil Procedure § 1032.

10. Pre- and Post-Judgment Interest:

- At the statutory rate on all amounts owed.

11. Such Other Relief:

- As the Court deems just and proper.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff MARIO A. COBIAN hereby demands a trial by jury on all issues so triable.

3
4 Respectfully submitted,

5
6 
7
8

9 **MARIO A. COBIAN**

10 Plaintiff, In Pro Per

11 844 Sunset Blvd

12 Arcadia, California 91007

13 (323) 403-3697

14 macs@cobianmario.com
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EXHIBIT LIST

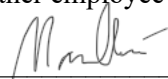
Exhibit	Description
A	Benefits Waiver — Verizon Sourcing LLC / Celco Partnership
B	Verizon Total Wireless Program Safety Rules — Employee Classification Language
C	Waiver and Release — April 16, 2026 — Signed by Plaintiff
D	FMG Law / Gibbons Threatening Letter — May 29, 2026
E	WCIRB Coverage Search — Celco Partnership d/b/a Verizon Wireless / LM Insurance Corporation — June 9, 2026
F	Formal Written Notice to LM Insurance Corporation — June 9, 2026
G	Photograph — Heywood McGuffee, Sr. Manager Experiential Marketing, Verizon Wireless — Pomona Event — May 2, 2026
H	Electronic Service Agreement — Sean B. Gibbons / FMG Law — June 5, 2026
I	CDI Fraud Division Investigation Letter — Case No. 26CW010876 — June 8, 2026
J	California State Bar Attorney Misconduct Complaint Confirmation — Reference No. 270103 — Case No. 26-O-20868 — June 2, 2026
K	Text Message and Email Exchange — Plaintiff Mario A. Cobian and Christopher Cox — June 3–10, 2026 — Documenting Coordinated Referral to SALT Law Group
L	Email Chain — Erick Kuyman / SALT Law Group — June 5–9, 2026 — Including Georgia Secretary of State and Delaware Division of Corporations Filings (Encore Worldwide LLC Registered in Georgia and Delaware Only; No California Registration on Record)
M	Pre-Filing Settlement Demand and Exposure Schedule — Sent to All Defendants — June 9, 2026
N	Activation Event Photographs — Total Wireless / Verizon FIFA Activation — May 1, 2026 — Documenting Uniform Requirement, Verizon-Supplied Equipment, and Directed Consumer Engagement

1	O	New Mexico Business Search — No Record of Encore Worldwide LLC Registration
2		
3	P	District of Columbia Government Business Search — No Record of Encore Worldwide LLC Registration
4		
5	Q	Michigan Business Registry Search — No Record of Encore Worldwide LLC Registration
6		
7	R	Maryland.gov Business Registry Search — No Record of Encore Worldwide LLC Registration
8		
9	S	Raquel Diaz / Antonio Liranzo Operative Contact Sequence — June 14, 2026 — Including Diaz's Unsolicited Outreach, Plaintiff's Documented Response CC'd to Defense Counsel and Verizon Ethics, Diaz's Confirmation She Wishes to Join PAGA Action, and FIFA Activation Shift Instructions Confirming Co-Worker Status
10		
11		
12	T	California Secretary of State Business Search — No Record of Encore Worldwide LLC
13		
14	U	TrustedHerd Before/After Screenshots — Encore Worldwide LLC California Job Listings — Deleted Post-Notice May 30, 2026, Re-Posted After Filing June 10, 2026
15		
16	V	Ropers Majeski PC Retention / Cease and Desist Letter — June 26, 2026 — Confirming LM Insurance Corporation retained outside counsel upon receipt of \$115,000,000 global demand
17		
18		
19	W	Post-Filing Settlement Demand Escalation and Notice Chain — June 25–29, 2026 — Six emails documenting: \$115,000,000 global demand and revocation of \$10,000,000 framework (June 25); Ropers Majeski PC retention and cease and desist (June 26); \$30,000,000/\$60,000,000 off-ramp offer (June 26); escalation warning to all defendants (June 28); rescission of all offers and new demand of \$200,000,000–\$300,000,000 (June 29)
20		
21		
22		
23		
24	X	Team Lead Activation Duties & Shift Protocols — Total Wireless Q2 FIFA Activation (April–May 2026)
25		
26	Y	TrustedHerd Master California Workforce Audit Schedule — Documenting 129 Identified Aggrieved Workers and Statewide Shift Deployments.
27		
28		

Z	Enterprise Exposure & Regulatory Liability Matrix — Comprehensive Statutory and Multi-Agency Exposure Analysis
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Schedule 1
BENEFITS WAIVER

1. I am either an employee of a company (a “Supplier”) that has contracted with Verizon Sourcing LLC (“Verizon”) to provide services, a contractor for Supplier, or an employee of a subcontractor or staffing firm providing services to Supplier in connection with work performed by the Supplier pursuant to Supplier’s contract with Verizon.
2. Supplier has contracted with Verizon to provide services, and has assigned me to provide services under such contract.
3. By signing this Benefits Waiver, I agree and acknowledge that I am not an employee of Verizon, or any of Verizon’s subsidiary, parent, or affiliated companies, including without limitation Cellco Partnership d/b/a Verizon Wireless (such companies, collectively, “Verizon Companies”). As such, I agree and acknowledge that I am not entitled to any of the benefits made available to employees of any of the Verizon Companies. I therefore waive, discharge, and release any claim for any employee benefit offered by any of the Verizon Companies, including any successor thereto. This waiver specifically includes, but is not limited to, pension coverage or benefits, medical and/or dental insurance coverage or benefits, life insurance coverage or benefits, savings and investment plan benefits, employee stock option participation, long term and short-term incentive benefits, holiday pay, separation pay or any other employee benefit of any type or description.



Signature

Print Name

Date

VERIZON TOTAL WIRELESS PROGRAM

SAFETY RULES

Employees who drive on Encore business are expected to drive safely and responsibly and to use common sense and courtesy. Employees are also subject to the following rules and conditions:

1. A valid driver's license must be maintained as a condition of continued employment for positions that require driving. Encore may request to see an employee's license at any time.
2. Employees may not use a Encore vehicle without express authorization from management.
3. Employees must wear a helmet at all times while operating a scooter.
4. Except for a phone being used for navigation purposes only, employees are required to turn off cell phones or put them on silent before starting use of a scooter. Employees are permitted and encouraged to communicate the reason why calls may not be returned immediately to clients, associates, and business partners.
5. Employees who are using a device for navigation purposes should complete all setup before starting use of the scooter.
6. The use of electronic devices for purposes other than navigation is strictly prohibited. This includes, but is not limited to, making or receiving phone calls, sending or receiving text messages or emails, browsing the internet, reading books, and downloading information from the web. If an employee needs to engage in any of these activities while driving, they must pull over to a safe location and stop the scooter before using any device.
7. Employees should not engage in other distracting activities such as eating, shaving, or putting on makeup, even in stopped or slow-moving traffic.
8. The use of alcohol, drugs, or other substances that in any way impair driving ability is prohibited. This includes, but is not limited to, over-the-counter cold or allergy medications and sleep aids that have a residual effect.
9. Employees must follow all driving laws and safety rules, such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving.
10. Employees must not allow anyone to ride on any part of the scooter.
11. Employees must promptly report any accidents to local law enforcement as well as Encore.
12. Employees must promptly report any moving or parking violations received while driving on Encore business or on Encore vehicles.

WAIVER AND RELEASE

This Waiver and Release ("Agreement") is entered into on this ____ day of _____, 2025, by the undersigned ("**Contractor**") in favor of Encore Worldwide, LLC ("**Encore**") and Cellco Partnership (d/b/a Verizon Wireless) ("**Verizon**"), including its managers, directors, officers, employees, affiliates, agents, contractors, successors, and assigns (collectively, the "**Released Parties**").

A. Contractor is being engaged by Encore to provide certain marketing and promotional services for Encore and Verizon in connection with Verizon's Total Wireless Program ("**Verizon Total Wireless Program**"), which services may include Contractor operating or riding a scooter in public or semi-public areas for promotional and marketing purposes ("**Services**").

In consideration for being permitted to participate in the **Verizon Total Wireless Program** and being engaged to provide the services Contractor understands, acknowledges and agrees, on behalf of myself and my heirs, personal representatives, next of kin or anyone else who may claim on my behalf or through me (collectively, "**Releasing Parties**") the following:

1. Contractor understands and acknowledges that providing the Services and participating in the **Verizon Total Wireless Program**, including without limitation, operating a scooter, entails various risks, including the risks of personal injury to or loss of property, whether from accidents, collision, falls, equipment failure, injuries from third parties, uneven and/or slippery surfaces, unsafe road conditions, natural and man-made obstacles or other causes, and fully assumes all risks to person and property, whether foreseen or unforeseen, known or unknown, from whatever cause or causes, in connection with providing the Services and participation in the **Verizon Total Wireless Program**.

2. Contractor acknowledges and agrees that Contractor has been provided with, has read, and will perform the Services in strict compliance with the **Verizon Total Wireless Program** scooter safety rules **[(attached hereto and made a part hereof)]**, including the requirement that Contractor must wear a helmet while operating a scooter, and Encore's or Verizon's policies and manuals for the **Verizon Total Wireless Program**, copies of which have been distributed to Contractor ("**Verizon Total Wireless Program Safety and Program Policies**").

3. Contractor, on behalf of the Releasing Parties, knowingly, intentionally and voluntarily release, waive, indemnify, agree to hold harmless and covenant not to sue Encore, Verizon and each of the Released Parties from and against any and all demands, claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and attorneys' fees), including those for bodily injury, death or property damage arising out of or resulting from Contractor's negligence or willful or reckless acts or omissions in connection with Contractor's participation in the **Verizon Total Wireless Program** or performance of Services, including without limitation, Contractor's failure to comply with the **Verizon Total Wireless Program Safety and Program Policies** in connection with the operation of a scooter.

4. Contractor hereby irrevocably consents to and grants and assigns to Encore and Verizon, and any of its affiliated companies, representatives and licensees, all rights to use or publish any photographed pictures, images and audio recordings of Contractor and Contractor's name, image, voice and likeness (collectively, the "**Images**") in connection with the **Verizon Total Wireless Program** for promotional purposes on Encore's or Verizon's website or social media.

I have read and fully understand this Waiver and Release and intend that this Waiver and Release be legally binding upon me and the other Releasing Parties.

Dated: _____, 2025

Signature: 
Print Name: _____

From: Sean B. Gibbons Sean.Gibbons@fmglaw.com 
Subject: Knowingly False Allegations Against Encore - Improper Contact With Verizon
Date: May 29, 2026 at 3:39 PM
To: Mario Cobian macs@cobianmario.com
Cc: Sean B. Gibbons Sean.Gibbons@fmglaw.com

SG

Mr. Cobian:

I am in receipt of the below and the attached, as well as your e-mail of approximately 9:00 last night.

When I reached out to you, I asked you to direct all communications to me, and you agree to do so. Now, rather than that, you are e-mailing everyone that you can find, including people who have nothing to do with your grievances, and making claims that you know or should know are false.

- First and foremost, you are looking at the wrong "Encore Worldwide" on the Secreta State's website. My client is appropriately registered, pays its taxes and obligations promptly and in full, and whatever "Encore Worldwide Transportation" may be, it is my client or the entity with which you were contracted.
- Second, you are claiming to have been an employee of Encore - "Encore Worldwide classified me as a contractor while treating me as an employee;" and a joint employee of Verizon, but in order for me (or anyone) to make that assessment, I need to know what you did that made you an employee of Encore, and what directions any Verizon employees gave you that resulted in Verizon's control over the means and manner in which you performed your work. You have not identified any duty that is within the "functions" of Encore under California law, nor have you done the same for Verizon.
- Third, your claimed entitlement to penalties under the Labor Code, and mileage reimbursement, and "inventory labor wages" are issues relevant to statutory employment, and to which, as an independent contractor, you have no entitlement.
- Fourth, your effort to paint the "Benefits Waiver" as proof of employment is woefully misplaced. Section 1 uses the term "either." A signatory to that waiver is not an employee - a signatory to that waiver is EITHER an employee OR a contractor OR a subcontractor or staffing firm. You were in the second group - contractor. As such, there is nothing in this that creates an employment relationship.
- Fifth, your pattern of harassment of uninvolved third parties such as Mr. McGuffee, and your insistence on contacting various iterations of Verizon making claims that you know or should know are false, represents interference with my client's actual and potential economic relations. To the extent that it is actionable, my client will aggressively move to protect its rights.

If you want to discuss an amicable resolution to your issues, you can stop spamming random Verizon e-mail addresses and you can contact me with a coherent explanation of why you claim that you were an employee and what you did for which you have not gotten paid. If you insist on spamming Verizon and its employees with knowingly false allegations based on easily disproven claims, then we will respond accordingly and aggressively.

Sean B. Gibbons

Sean B. GIBBONS

Partner

Freeman Mathis & Gary, LLP

1960 East Grand Avenue | Suite 1260 | El Segundo, CA 90245

Tel: 424-397-1664 | Cell: 917-355-4684

Email: Sean.Gibbons@fmglaw.com

www.fmglaw.com | Bio | [See Where We Are](#)



Freeman
Mathis & Gary LLP
When It Counts

[Please read this important notice and confidentiality statement](#)

----- Forwarded message -----

From: MACS@cobianmario.com <MACS@cobianmario.com>

Date: Fri, May 29, 2026 at 2:48 PM

Subject: [E] Supplier Code of Conduct Violations — Encore Worldwide LLC / Active Califc Operations Dear Verizon Ethics Team

To: <ethics@verizon.com>, <malima.camp@verizon.com>, <amy.neff@verizon.com>

Cc: <heywood.mcgufee@verizonwireless.com>

Dear Verizon Ethics Team,

I am a former worker engaged by Encore Worldwide LLC to perform experiential marketing services for Verizon Wireless in California. I am reporting multiple violations of Verizon's Supplier Code of Conduct by Encore Worldwide LLC.

Supplier: Encore Worldwide LLC

Verizon Contact: Heywood McGuffee, Sr. Manager, Experiential Marketing, Los Angeles

California Labor Commissioner Case Number: WC-CM-1180719 (filed today, May 29, 2026)

Violations of Verizon's Supplier Code of Conduct:

Section A — Full Legal Compliance:

Encore is operating in California without registering as a foreign corporation, in violation of California Corporations Code §2105. Encore has no California workers' compensation insurance, a criminal misdemeanor under Labor Code §3700. Search:

<https://bizfileonline.sos.ca.gov/search/business>

Section C — Labor/Working Hours and Wages:

Encore willfully misclassified California workers as independent contractors while exercising full employee-level control over their work, schedule, conduct, and conditions of employment. My own onboarding documents simultaneously identified me as a "Contractor" and an "Employee" subject to "conditions of continued employment." Encore failed to provide legally mandated workers' compensation coverage to any California worker.

Section D — Health and Safety:

With no workers' compensation insurance and misclassified workers, Encore has zero occupational injury and illness procedures in place for California workers performing servi

California Workers' Compensation Coverage Inquiry Report

Your search performed on June 9, 2026 produced the following results from the WCIRB's records prepared by the WCIRB's staff in the ordinary course of business at or near the time of the insurers' submission of workers' compensation insurance policy information to the WCIRB.

Search Terms

Date Searched: 06/09/2026

Employer Name: cellco

FEIN:

Street Address:

City:

State and Zip:

Employer Selected: PARTNERSHIP, CELLCO

Search Results

Employer Name: PARTNERSHIP, CELLCO

FEIN:

Street Address: 1095 AVENUE OF THE AMERICAS

City: NEW YORK

State and Zip: NY 10036

Insurer Name: LM Insurance Corporation

Database Last Updated: June 08, 2026

Disclaimers

About the [caworkcompcoverage.com](http://www.caworkcompcoverage.com) Website

This website has been developed by the Workers' Compensation Insurance Rating Bureau of California (WCIRB) pursuant to California Insurance Code Section 11752.75 and California Code of Regulations Title 10 Section 2593. The purpose of this website is to assist you in determining whether an employer is insured for workers' compensation. This website will provide the name of the insurer that wrote a California workers' compensation policy for a specific employer on a specific date within a 5 year period. No automated retrieval is permitted.

Limitations of Coverage Information Available

The failure of an employer to appear in response to a query does not mean that the employer does not have insurance or is operating in violation of California law. Some employers are legally self-insured; inquiries regarding self-insured employers should be directed to the [California Office of Self Insurance Plans](http://www.dir.ca.gov/osip/sip.html) website (<http://www.dir.ca.gov/osip/sip.html>).

Coverage information may not be available or complete for all employers due to limitations with the policy information, such as similar or duplicate employer names, multiple or alternate locations and addresses for employers, or more than one named insured employer on an insurance policy.

This website only provides coverage information for 5 years prior to the date of the query.

Search results may not reflect recent changes in information. Insurers have up to thirty (30) days to report policy information to the WCIRB. (See California Workers' Compensation Uniform Statistical Reporting Plan – 1995, Part 2, Policy Reporting Requirements). Policy information reported by insurers is available on the <http://www.caworkcompcoverage.com> within thirty (30) days of being received by the WCIRB. Therefore, your search results may not reflect coverage information changes that have occurred within the last sixty (60) days.

The WCIRB's coverage records reflect the employer's name as shown on the insurance policy. If you are searching for an employer name that is not on the policy, your search will return no results.

The WCIRB's Federal Employment Identification Number (FEIN) records are not complete. Searches based solely on the FEIN may provide no results.

From: macs@cobianmario.com 
Subject: URGENT: Formal Notice of Claim & \$1,000,000 Settlement Demand – LM Insurance Corporation - Verizon/Encore Misclassification - (LWDA-CM-1181094-26)
Date: June 6, 2026 at 6:50 PM
To: joseph.cipriano@libertymutual.com, lisa.schwab@libertymutual.com, nestor.ramirez@libertymutual.com, michael.dirusso@libertymutual.com, nora.marantz@libertymutual.com, david.cain@libertymutual.com, claudia.gonzalez@libertymutual.com
Cc: Sean B. Gibbons Sean.Gibbons@fmglaw.com, ethics@verizon.com, malima.camp@verizon.com, amy.neff@verizon.com, heywood.mcgufee@verizonwireless.com, joseph.ruggiero@verizon.com, micki.chen@verizon.com, john.frantz@verizon.com
Bcc: Mario Cobian MACS@cobianmario.com, mcsantillan91 mcsantillan91@proton.me, cobianmario91 cobianmario91@proton.me

MC

Dear Mr. Cipriano and Liberty Mutual Legal Team,

My name is Mario A. Cobian. I am a pro se claimant writing to you directly because a California WCIRB coverage search has confirmed that LM Insurance Corporation — a **Liberty Mutual** subsidiary — is the workers' compensation insurer of record for **Verizon Communications Inc.**

Verizon Communications Inc. is the chief architect of a willful worker misclassification scheme operating in California through Encore Worldwide LLC — an unregistered, uninsured shell entity with no California assets and no ability to satisfy any judgment.

Verizon drafted the contracts, branded the program, supplied the rules, and put its own Senior Marketing Manager on-site to supervise workers. Freeman Mathis & Gary, LLP — a national insurance defense firm — does not get retained to defend assetless shell companies. Liberty Mutual is funding this defense, and Liberty Mutual is the real decision-maker on settlement. The attached formal notice documents everything.

The key facts are straightforward:

- **Verizon's own documents** — signed before I worked a single hour — call workers 'employees,' name Verizon as a party, and are jointly executed by both Verizon and Encore. These are admissions against interest.
- **Encore Worldwide LLC** has no California registration, no California workers' compensation insurance, and no meaningful California assets to satisfy any judgment. Verizon is the real party in interest.
- **A civil complaint** is scheduled for filing in Los Angeles County Superior Court, Stanley Mosk Courthouse, on June 9, 2026. A PAGA notice (LWDA-CM-1181094-26) is already on file — representative claims will be added after August 5, 2026.
- **Six regulatory agencies** have already received referrals: LWDA, DLSE, California AG, EDD, FTB, and the California Department of Insurance Fraud Division (Case No. eFD-1 #1524979).

Conservative Exposure Summary:

Exposure Category	Statute	Approximate Range
Willful Misclassification	Lab. Code § 226.8	\$1.1M – \$2.75M
PAGA Penalties (upon amendment)	Lab. Code § 2699	\$500K – \$3M+

Waiting-Time Penalties	Lab. Code §§ 201–203	\$100K+
Workers' Comp Violations	Lab. Code § 3700.5	\$1.1M+
Punitive Damages	Civ. Code § 3294	\$5M – \$20M+
Multi-State Wage Claims	State wage laws	\$10M – \$30M+
Federal FLSA Collective Action	29 U.S.C. § 207	\$5M – \$15M+
IRS Payroll Tax Fraud	26 U.S.C. § 6662	\$10M – \$50M+
TOTAL CONSERVATIVE EXPOSURE		\$25M – \$100M+

My global settlement demand is \$1,000,000 — less than 1% of conservative total exposure — to resolve all individual California claims, civil penalties, and related regulatory matters. This demand expires June 16, 2026 at 5:00 PM Pacific Time.

I respectfully request:

- Written acknowledgment of receipt and assignment of claims personnel by June 12, 2026
- A substantive response regarding Liberty Mutual's position by June 16, 2026, 5:00 PM PT

The attached formal notice contains the complete factual record, all case numbers, legal analysis, exhibit references, and next steps if this demand is not accepted. Please review it carefully and escalate immediately.

This matter is straightforward. The documents speak for themselves. I hope Liberty Mutual chooses to resolve this now.

Respectfully submitted,

Mario Cobian
Arcadia, CA 91007
323-403-3697
macs@cobianmario.com

Liberty_Mutual_Formal_Notice_B
P.pdf





From: Sean B. Gibbons Sean.Gibbons@fmglaw.com 
Subject: RE: Final Notice — Immediate Settlement Response Required by 5:00 PM Today - LWDA-CM-1181094-26 CASE NUMBER
Date: June 5, 2026 at 1:54 PM
To: MACS@cobianmario.com
Cc: Sean B. Gibbons Sean.Gibbons@fmglaw.com, Sharlen D. Campbell-Clements Sharlen.Campbell-Clements@fmglaw.com

SG

We will accept service. Electronic service is fine by us if it is fine by you. Please include my assistant, Sharlen Campbell-Clements, on all communications. She is copied on

Sean B. Gibbons

Partner

Freeman Mathis & Gary, LLP

1960 East Grand Avenue | Suite 1260 | El Segundo, CA 90245

Tel: 424-397-1664 | Cell: 917-355-4684

Email: Sean.Gibbons@fmglaw.com

www.fmglaw.com | [Bio](#) | [See Where We Are](#)

FMG
LAW

Freeman
Mathis & Gary LLP
When It Counts

[Please read this important notice and confidentiality statement](#)

From: MACS@cobianmario.com <MACS@cobianmario.com>
Sent: Friday, June 5, 2026 1:18 PM
To: Sean B. Gibbons <Sean.Gibbons@fmglaw.com>
Cc: Mario Cobian <macs@cobianmario.com>
Subject: Re: Final Notice — Immediate Settlement Response Required by 5:00 PM Today - LWDA-CM-1181094-26 CASE NUMBER

Dear Mr. Gibbons,

We are preparing to **file a civil complaint next week** in Los Angeles Superior Court against Encore Worldwide LLC and Celco Partnership d/b/a Verizon Wireless in the above-referenced matter.

If you are no longer representing Encore Worldwide LLC, please advise immediately so we may direct service accordingly.

If you remain counsel of record, as a professional courtesy, I am writing to confirm who you would like us to serve:

- **You / FMG Law** — as counsel of record for Encore Worldwide LLC
- Encore's Delaware registered agent — as listed with the Delaware Division of Corporations
- **The California Secretary of State** — given that Encore Worldwide LLC does not appear to be registered to conduct business in California
- **Other** — if Encore is or was registered in California under a different name, please provide the correct entity information so we may serve accordingly

Please be advised that we are prepared to file next week as a pro se matter. We also anticipate that an attorney may be joining this action. You may therefore receive service of the filed complaint in

Respectfully,

Mario A. Cobian

844 Sunset Blvd

Arcadia, CA 91007

323-403-3697

macs@cobianmario.com

On Jun 2, 2026, at 8:08 AM, Sean B. Gibbons <Sean.Gibbons@fmglaw.com> wrote:

Good morning Mr. Cobian:

Thank you for your e-mail.

As to the matters you have filed with the state, we will address those with the state.

When and if you choose to litigate, we will address those matters through the court system.

Please have your attorney contact me once that attorney is retained.

Until then, we do not believe that direct negotiations would be productive.

Sean B. Gibbons

Partner

Freeman Mathis & Gary, LLP

1960 East Grand Avenue |

Suite 1260 | El Segundo, CA

90245

Tel: 424-397-1664 | Cell: 917-355-4684

Email: Sean.Gibbons@fmglaw.com

www.fmglaw.com | [Bio](#) | [See Where We Are](#)

Please read this important notice and confidentiality statement

-----Original Message-----

From: MACS@cobianmario.com <MACS@cobianmario.com>

Sent: Monday, June 1, 2026 1:22 PM

To: Sean B. Gibbons <Sean.Gibbons@fmglaw.com>; LaborComm.WCA.LAO@dir.ca.gov; PAGAIinfo@dir.ca.gov

Cc: ethics@verizon.com; heywood.mcgufee@verizonwireless.com; bill.meyer@encoreww.com; brad.wirz@encoreww.com; dave.teska@encoreww.com

Subject: Re: Final Notice — Immediate Settlement Response Required by 5:00 PM Today - LWDA-CM-1181094-26 CASE NUMBER

Mr. Gibbons,

We have submitted our PAGA claim against Encore Worldwide LLC and Celco Partnership d/b/a Verizon Wireless. And we're still waiting for you to "respond accordingly and aggressi

LWDA Case No.: LWDA-CM-1181094-26 CASE NUMBER

We will continue to file complaints and reports with all applicable state and federal agencies for the following violations:

California Labor Commissioner (DLSE) — Misclassification, unpaid wages, waiting time penalties, failure to provide wage statements

California LWDA / PAGA — Representative action on behalf of all aggrieved California employees

California Secretary of State — Encore Worldwide LLC operating in California as an unregistered foreign entity

DEPARTMENT OF INSURANCE

Eric Charlick, Deputy Commissioner

Fraud Division

5999 E. SLAUSON AVENUE
CITY OF COMMERCE, CA 90040
323-278-5000 FAX 323-838-0028
www.insurance.ca.gov



June 08, 2026

Mario Cobian
844 Sunset Blvd
Arcadia, CA 91007

RE: INSURED: Cobian, Mario
CASE NUMBER: 26CW010876

Dear Mario Cobian:

Thank you for furnishing the above claim pursuant to the requirements of Section 1872.4 or 1877.3 of the California Insurance Code. All fraud referrals provided to the Fraud Division are classified as "Confidential" and are not part of the public record or open to public inspection. Pursuant to Section 1872.3(e) of the Insurance Code, the Division may share your claim file information with local law enforcement and local District Attorneys' offices, if necessary.

Please note that Insurance Code Sections 1872.5 and 1873.2 state that no insurer, or any employee or agent authorized to act on its behalf, shall be subject to civil liability for libel, slander or any other tort or cause of action for furnishing the information required by the Commissioner. Additionally, pursuant to the California Civil Code Section 56.30, subsections (g) and (k), the Department of Insurance is exempt from the provisions of the "Confidentiality of Medical Information Act."

Based upon information furnished, this matter warrants investigation. Your referral has been assigned for further investigation to the following:

DET - Fraud Division Investigator Solis
Department of Insurance - Fraud Division
5999 E. SLAUSON AVENUE
CITY OF COMMERCE, CA 90040
323-278-5000

We appreciate your interest and cooperation in bringing this matter to our attention. Your prompt response to an investigator's request for further information is appreciated.

Sincerely,

Joseph Lerner
SERG - Sergeant / Supervising Investigator
Los Angeles Regional Office
323-278-5000



The State Bar *of California*

OFFICE OF CHIEF TRIAL COUNSEL

845 S. Figueroa Street, Los Angeles, CA 90017

June 09, 2026

Mario Alberto Cobian
844 Sunset Blvd
Arcadia CA 91007

RE: Case Number: 26-O-20868 Sean Brendan Gibbons

Dear Mario Alberto Cobian:

We have received your complaint against one or more California attorney(s). We have assigned the number shown above to this matter; please reference this number in your communications with us.

Your complaint will first be reviewed by an attorney in the Intake Unit. If we need further information, we will contact you. We will also advise you of any determination in this matter. If you want to know the status of your complaint, you may contact us by calling the State Bar's toll-free complaint line at 800-843-9053.

Thank you for your patience.

Sincerely,

OFFICE OF CHIEF TRIAL COUNSEL/INTAKE

Exhibit K

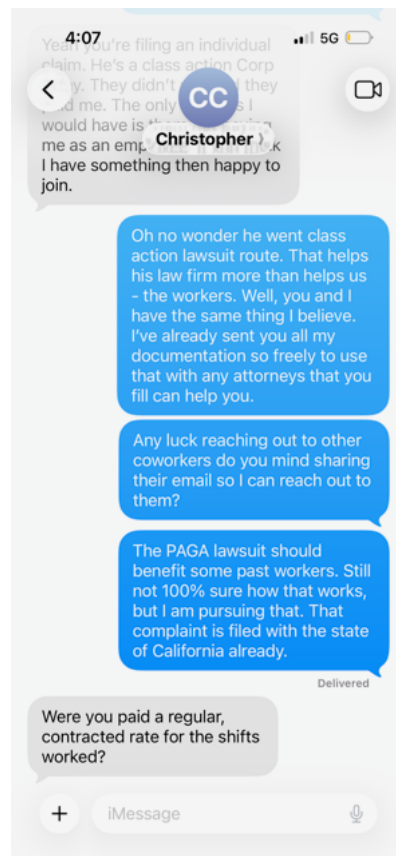
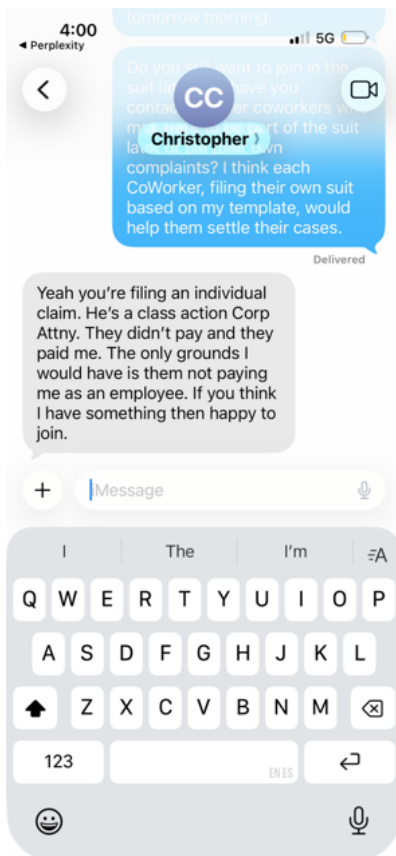
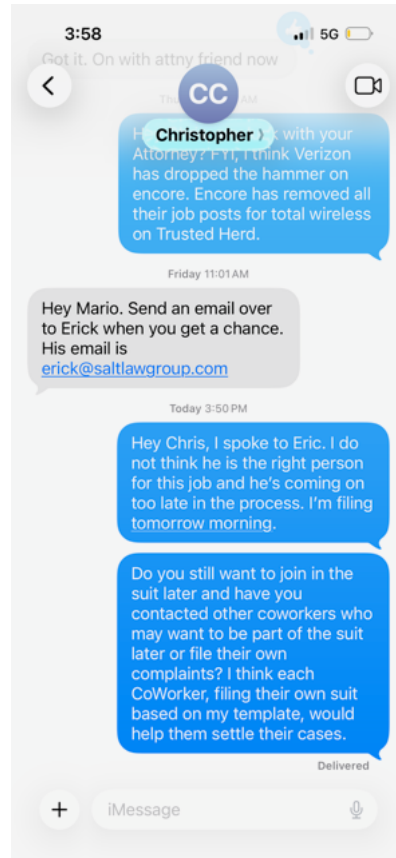
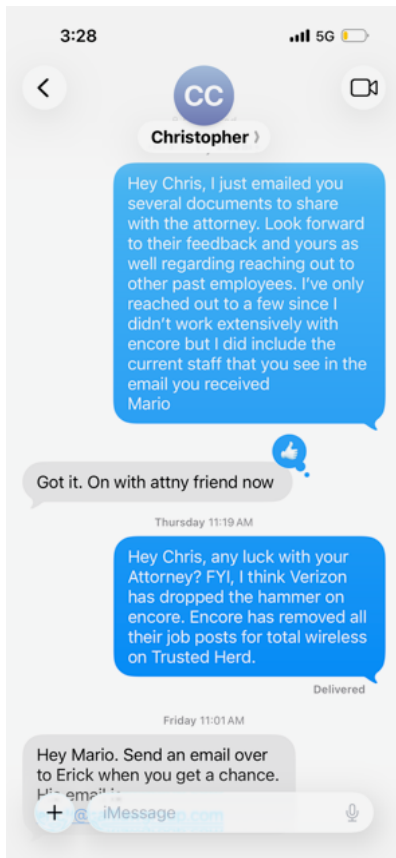
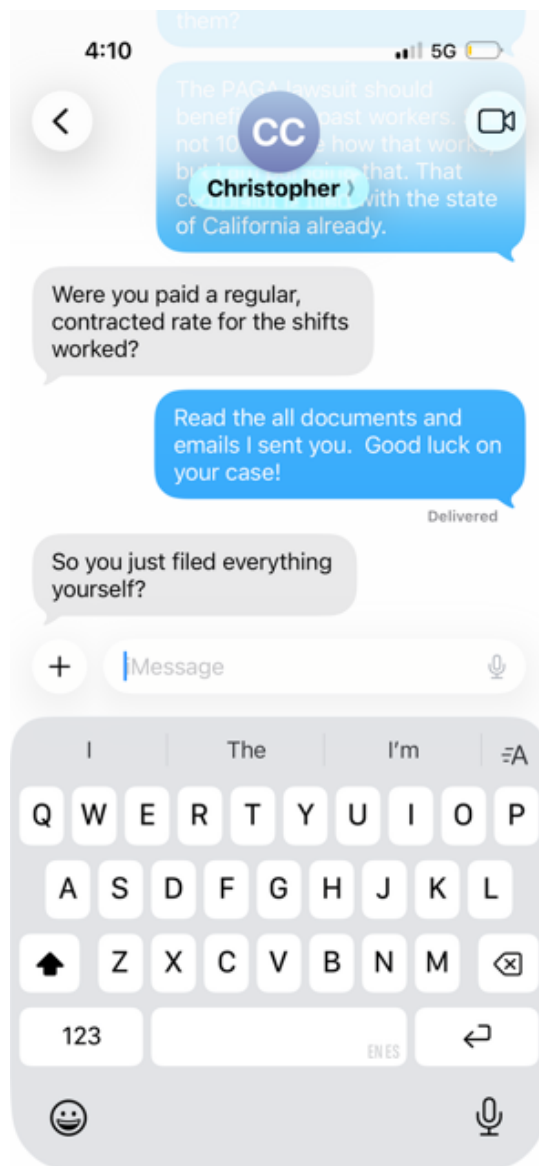


Exhibit K



From: Christopher Cox christomascox@gmail.com
Subject: Re: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian
Date: June 3, 2026 at 4:10 PM
To: macs@cobianmario.com

CC

I mean if you don't have a good class action Attny I have a great one. Let me know.

Christopher Cox
O : 424.835.1110

C : 706.832.1812

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

On Jun 3, 2026, at 4:08 PM, macs@cobianmario.com wrote:

Hey Chris,

I'm now trying to sue them for \$1M.

It would be great for you to join and others as well.

Give me a few minutes so I can send you all the details

Mario
323-403-3697

Sent from my iPhone

On Jun 3, 2026, at 4:02 PM, Christopher Cox <christomascox@gmail.com> wrote:

Mario,

I was forwarded the original email from you as I was a Lead for this program prior to you and I had "worked" many "Lead" shifts for TW (Verizon) as I operated and many times kept the previous storage facility at Sunset. In fact, this makes sense why Curt stopped responding to myself and Melissa for a lot of "employee uniforms" and company assets that are still in the trunk of my car.

Let me know if I can join you despite the date of 5/28.

Regards,

Christopher Cox
O 424.835.1011
D 706.832.1812

CONFIDENTIAL COMMUNICATION

This e-mail and any attachments contain confidential material and are for the sole use of the intended recipient. Use or distribution by any unintended recipient is prohibited and may be a violation of law. If you believe that you received this e-mail in error, please: (1) do not read this e-mail and/or any attachments; (2) permanently delete this e-mail and all attachments, including any copies thereof; and (3) inform the sender that you have permanently deleted the e-mail, all attachments and any copies thereof.

THIS EMAIL, AND ANY ATTACHMENTS, IS NOT A SOLICITATION OF AN OFFER TO SELL OR AN OFFER TO BUY ANY SECURITY.

----- Forwarded message -----

From: Mel Valentino <melvalentinox@gmail.com>

Date: Wed, Jun 3, 2026 at 3:40 PM

Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

To: Christopher Cox <christomascox@gmail.com>

Begin forwarded message:

From: Raquel Diaz <printesaesquiv@gmail.com>

Date: June 3, 2026 at 1:51:42 PM PDT

To: melvalentinox@gmail.com

Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

----- Forwarded message -----

From: MACS@cobianmario.com <MACS@cobianmario.com>

From: macs@cobianmario.com <macs@cobianmario.com>

Date: Thursday, May 21, 2026

Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

To: John Paul Vidrio <johnpaulvidrio@yahoo.com>, Teresa Henriquez <tere.dihenriquez@yahoo.com>, Angelie Avila

<angelie.v.avila@gmail.com>, Bernardo Velasquez <bernheart.baratheon@gmail.com>, Antonio Liranzo

<printesaesquiv@gmail.com>, LaborComm.WCA.LAO@dir.ca.gov

Cc: maria.rodriguez@encoreww.com, wendy.valdivieso@encoreww.com, karen.wadley@encoreww.com,

emily.westerholt@encoreww.com, curt.wood@encoreww.com, bill.meyer@encoreww.com, brad.wirz@encoreww.com,

dave.teska@encoreww.com, malima.camp@verizon.com, amy.neff@verizon.com, LaborComm.WCA.LAO@dir.ca.gov

FYI.

Begin forwarded message:

From: macs@cobianmario.com

Subject: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

Date: May 20, 2026 at 8:53:39 PM PDT

To: Curt Wood <curt.wood@encoreww.com>, bill.meyer@encoreww.com, brad.wirz@encoreww.com, dave.teska@encoreww.com

Cc: malima.camp@verizon.com, amy.neff@verizon.com, LaborComm.WCA.LAO@dir.ca.gov, DLSE2@dir.ca.gov

Dear Mr. Wood, Mr. McGuffee, and the Encore/Verizon Teams,

This letter proposes a **confidential global settlement** to resolve all claims arising from the engagement as a **Team Lead** for the **Q2 Total Wireless FIFA Activation project** in Los Angeles and Pomona, California. The issues described below include **worker misclassification, unpaid wages, unreimbursed business expenses, waiting time penalties, and potential joint-employer liability**, all of which create substantial legal, financial, and reputational exposure for **Encore Worldwide** and **Verizon Wireless**.

Background and Basis for Claims

Although the role was labeled as **independent contractor / 1099**, the actual working conditions reflected **employee-level control**. The engagement involved **mandatory uniforms, hourly pay, fixed schedules**, structured event duties, activation setup and breakdown, pre-event coordination, canvassing, and direct performance expectations, all of which are inconsistent with a worker being free from the hiring entity's direction and control.

The strongest example of this control occurred on **Saturday, May 2, 2026, between 10:00 AM and 12:00 PM**, at the **Total Wireless store located at 606 Indian Hill Blvd, Pomona, CA 91767**, where work was allegedly supervised, directed, and monitored by **Heywood McGuffee, Sr. Manager - Experiential Marketing for Verizon Wireless**. According to the facts presented, Verizon personnel dictated the schedule, directed asset management and store engagement strategy, and instructed that customers be brought into the store, which supports the position that the worker was not operating independently and may support a **joint employer** theory.

Contradictory Classification Documents

The documents described in connection with this engagement appear internally inconsistent. On one hand, the engagement was treated as an **independent contractor** relationship, while other materials allegedly referred to workers as **employees**, including safety-related and benefits-related documents associated with Verizon or its supplier processes.

Those contradictions are important because California's worker-classification framework focuses on the **real nature of control and direction**, not merely the label used in a contract. A company that classifies a worker as an independent contractor while simultaneously imposing employee-like rules, supervision, and operational control risks a finding of **willful misclassification**.

Wages and Expenses Claimed

The following amounts are asserted as unpaid:

- **Inventory labor wages: \$450.00** for two days of inventory management and storage preparation.
- **Mileage reimbursement for event activation: \$109.77** based on **163.8 miles** at **\$0.67 per mile**.
- **Mileage reimbursement for inventory work: \$93.58** based on **69.8 miles** at **\$0.67 per mile**.
- **Total claimed outstanding balance: \$653.35.**

The compensation structure also appears inconsistent across workers. The facts provided state that some workers received **\$1.00 per mile**, while others were offered only a **\$30 flat stipend** for mileage and travel time, despite performing similar work, which may increase exposure for wage and reimbursement disputes.

Statutory Exposure

California Labor Code section **226.8** prohibits **willful misclassification** of an individual as an independent contractor. Civil penalties can range from **\$5,000 to \$15,000 per violation**, and where there is a **pattern or practice**, penalties can increase to **\$10,000 to \$25,000 per violation**.

California Labor Code section **203** provides for **waiting time penalties** when final wages are not timely paid. The penalty equals the worker's **daily rate of pay for each day the wages remain unpaid, up to 30 days**.

Based on the figures provided, the claimed waiting time penalty is calculated at **\$369.00 per day**, and the current calculation stated in the draft is **\$5,166.00** for **14 days** of nonpayment. If additional workers were treated similarly, the total exposure could expand significantly through back wages, expense reimbursement claims, statutory penalties, and related agency scrutiny.

Verizon Supplier and Reputation Risk

Verizon states in its public materials that suppliers and non-employee workers are subject to Verizon compliance expectations, and Verizon's published conduct materials emphasize legal compliance and ethical business practices. Allegations that a Verizon-branded activation involved misclassification, inconsistent pay practices, or direct supervision by Verizon management could therefore create not only labor-law exposure but also **supplier-compliance, audit, and reputational risk**.

If similar practices affected multiple Team Leads or activation workers, the issue may be viewed as **systemic rather than isolated**. That raises the possibility of broader administrative complaints, coordinated wage claims, or more expansive allegations involving vendor oversight and labor compliance.

Settlement Demand

To resolve this matter **confidentially and without litigation**, a **global settlement payment of \$20,000.00** is proposed. This amount is intended to resolve all claims relating to **unpaid wages, unreimbursed expenses, waiting time penalties, misclassification, and the legal and administrative burden associated with pursuing formal remedies**.

In exchange for payment, the proposal is for:

- A **mutual release** of claims related to this engagement.
- Resolution of all known claims arising out of the project.
- Payment by **wire transfer or check within 7 days** of a signed agreement.
- A **confidential resolution** memorialized in a written settlement agreement.

Deadline and Intended Next Steps

Please respond by **May 28, 2026** to confirm acceptance or discuss terms. Absent a satisfactory response by that date, the stated intention is to proceed with one or more of the following:

1. Filing a claim with the **California Labor Commissioner's Office (DLSE)**.
2. Reporting alleged misclassification and wage issues to the **EDD** and **IRS**.
3. Pursuing broader representative or statutory remedies based on the allegation that **10 to 50 workers** may have been affected

This proposal is made in an effort to resolve the matter **efficiently, privately, and professionally**. In light of the alleged direct supervision by Verizon personnel, the contradictory classification documents, and the statutory exposure associated with misclassification and late final wages, prompt attention is warranted.

Sincerely,

Mario Cobian
Team Lead, Q2 FIFA Activation
323-403-3697

--
Raquel Diaz

<MACS vs Encore-Verizon Settlement Letter May 20 2026.pdf>
<\$30 hr inventory Total Wireless Q2 FIFA.pdf>
<Apr 28 Storage \$150.pdf>
<Apr 30 \$300 PreEvent Preparation storage.pdf>
<Verizon Benefits Waiver 2025 REQUIRED (2) (1).pdf>
<Scooter Waiver.pdf>
<Screenshot 2026-05-20 at 8.06.34 PM.pdf>

From: macs@cobianmario.com 
Subject: Re: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian
Date: June 3, 2026 at 4:45 PM
To: Christopher Cox christhomascox@gmail.com
Bcc: Mario Cobian MACS@cobianmario.com

MC

Hey Chris,

Great talking to you! Would love to get you and everyone else involved for a major suit or settlement.

FYI Since our agreements with Encore are with "Encore Worldwide" a Delaware corporation, they would have to register in CA as a Foreign LLC. They are only registered in GA which is their headquarters: Foreign LLC> <https://bizfileonline.sos.ca.gov/search/business> search "Encore Worldwide"

The PAGA filing a huge deal:

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Attached find my last Settlement_Demand to Encore and Verizon, previous settlement demands. Feel free too share with your attorney. If you have interest from them, please let me know otherwise I am planning to reach out to some law firms I know.

Thanks!

Mario

323-403-3697

Cobian_v_Encore_Verizon_CND_S
ettlement_Demand.pdf



To ethics@verizon - Supplier Code
of Conduct Violations Encore ...



6/1/26, 6:49 PM

Consumer Insurance Fraud Reporting Form Success Page · Basic Portal

Your submission has been successfully received.

[Report additional fraud \(./../publicform\)](#)

Date Submitted: 06/01/2026

eFD-1 Id: 1524979

Policy #:

PAGAPrint LWDA-CM-1181094-26
.pdf



From: The State Bar of California complaint@calbar.ca.gov
Subject: Successful submission of Attorney Misconduct Complaint
Date: June 2, 2026 at 1:40 PM
To: macs@cobianmario.com



The State Bar of California

Dear Mario Alberto Cobian,

Attorney Misconduct Complaint - SUCCESSFUL SUBMISSION

You have successfully submitted your Attorney Misconduct Complaint to the State Bar of California. Please keep a record of your reference number:

[270103](#)

While the complaint is being processed, you may [sign in](#) with your reference number to print and download the complaint or add additional documents to your complaint. Please fill in your name as it is shown in this email.

Please do not reply to this message. This is an automated notification, and replies are unmonitored. If you need any assistance, please do not hesitate to contact us at 800-843-9053.

Thank you.

Office of Chief Trial Counsel



State Bar of California, 845 South Figueroa Street, Los Angeles, CA 90017

**Gibbons "AGGRESSIVE" Email -
Knowingly False Allegations ...**
1.4 MB



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Thank you.

Office of Chief Trial Counsel



State Bar of California, 845 South Figueroa Street, Los Angeles, CA 90017

**MACS vs Encore-Verizon
Settlement Letter May 20 2026...**
69 KB



**FINAL NOTICE Illegal Operation in
CA 25k Worker Penalties ...**



**GEORGIA - Registered Agent - EW
LLC - .pdf**



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<https://icis.corp.delaware.gov/ecorp/entitysearch/NameSearch.aspx>

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Department of State: Division of Corporations

[Allowable Characters](#)

[HOME](#)

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

[File Number:](#)

6444890

[Incorporation Date /](#)
[Formation Date:](#) (mm/dd/yyyy)

6/13/2017

[Entity Name:](#) **ENCORE WORLDWIDE, LLC**
[Entity Kind:](#) **Limited Liability Company** [Entity Type:](#) **General**
[Residency:](#) **Domestic** State: **DELAWARE**

[REGISTERED AGENT INFORMATION](#)

Name: **UNITED STATES CORPORATION AGENTS, INC.**
Address: **131 CONTINENTAL DRIVE SUITE 305**
City: **NEWARK** County: **New Castle**
State: **DE** Postal Code: **19713**
Phone: **302-777-0538**

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

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1 of 1

6/1/26, 11:46 AM

On Jun 3, 2026, at 4:02 PM, Christopher Cox <christhomascox@gmail.com> wrote:

Mario,

I was forwarded the original email from you as I was a Lead for this program prior to you and I had "worked" many "Lead" shifts for TW (Verizon) as I operated and many times kept the previous storage facility at Sunset. In fact, this makes sense why Curt stopped responding to myself and Melissa for a lot of "employee uniforms" and company assets that are still in the trunk of my car.

Let me know if I can join you despite the date of 5/28.

Regards,

Christopher Cox
☎ 424 835 1011

From: macs@cobianmario.com 
Subject: Re: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian approximately 20+ additional former Encore/Verizon
Date: June 4, 2026 at 1:29 PM
To: Christopher Cox christhomascox@gmail.com
Bcc: Mario Cobian MACS@cobianmario.com, mcsantillan91 mcsantillan91@proton.me

MC

Hey Chris,

I'm reaching out to a couple of high powered law firms that are highly recommended for this type of PAGA/Joint Employer Settlement. I'll work with any attorney but I would like to lock up a law firm soon.

I want to ask if you have reached out to all the former/current employees of Encore? Please let me know so I can include the part about "approximately 20+ additional former Encore/Verizon"

Thanks,
Mario

Sample letter outreach:

Dear Attorney,

I am California-based worker who was willfully misclassified as an independent contractor by Encore Worldwide LLC while performing daily sales work at Verizon Wireless retail locations throughout Los Angeles County. We have completed extensive pre-litigation groundwork and are ready to file in Los Angeles Superior Court. We are seeking experienced PAGA/wage-and-hour counsel to either take the case on contingency or assist with settlement negotiations.

CASE SUMMARY

I was recruited, hired, and deployed by Encore Worldwide LLC (Delaware LLC, DOT #3077093, MC/MX/FF #1398370) to work as a Team Lead at Verizon Wireless (Total Wireless) retail locations in Los Angeles County. Encore exercised full control over his schedule, location, duties, quotas, training, and compensation — classic employee indicators under California's ABC test (AB5, Labor Code §2775 et seq.).

THE CONTRACT — JOINT LIABILITY SMOKING GUN

The employment contract I signed names BOTH Encore Worldwide LLC AND Cellco Partnership d/b/a Verizon Wireless. Page 2 includes a Verizon-specific liability waiver — meaning Verizon not only knew about the contractor classification structure, but actively required workers to sign a waiver protecting Verizon specifically. This document was shared back to Verizon, establishing actual knowledge of — and co-design of — the misclassification scheme. This goes beyond joint employer negligence into intentional participation.

KEY VIOLATIONS

1. **WILLFUL MISCLASSIFICATION** (Labor Code §226.8 / AB5): Encore classified 110+ California workers as independent contractors to avoid wages, benefits, payroll taxes, and workers' compensation insurance.

2. **UNREGISTERED FOREIGN LLC** (Corporations Code §17708.07): Encore

2. **UNREGISTERED FOREIGN LLC** (Corporations Code §17708.07): Encore has never registered with the California Secretary of State despite deploying 110+ workers statewide. Encore's own retained counsel, Sean B. Gibbons of Freeman Mathis & Gary LLP, confirmed in writing on May 29, 2026 that his client *"does not appear in the California Secretary of State database under its operating name."*
3. **NO WORKERS' COMPENSATION INSURANCE** (Labor Code §3700): Encore operated in California with zero workers' compensation coverage — confirmed via CDI investigation (eFD-1 #1524979).
4. **WAGE THEFT**: Failure to pay all wages owed, failure to provide proper wage statements, failure to reimburse business expenses (Labor Code §2802).
5. **JOINT EMPLOYER — VERIZON WIRELESS**: Verizon exercised direct supervision and control over Encore workers at Verizon retail locations, co-designed the contractor classification structure, and required workers to sign Verizon-specific liability waivers.
6. **EVIDENCE SPOILIATION**: Following receipt of our C&D on May 30, 2026, Encore deleted all Verizon/Total Wireless job listings from their TrustedHerd recruiting profile. We have preserved before-and-after screenshots. Verizon has since terminated their vendor relationship with Encore.

PAGA FILING STATUS

LWDA/PAGA Notice filed — Case No. **LWDA-CM-1181094-26**. The 65-day LWDA review period is running. This filing covers all aggrieved employees statewide. We now have a former Team Lead and **approximately 20+ additional former Encore/Verizon** workers prepared to join as aggrieved employees, providing independent corroboration of the misclassification scheme.

AGENCY FILINGS ON RECORD

- LWDA/PAGA — Case No. LWDA-CM-1181094-26
- CA Labor Commissioner — Case No. WC-CM-1180719
- CDI Insurance Fraud Division — eFD-1 #1524979
- CA Attorney General — Consumer Fraud Complaint vs. Encore (filed June 2, 2026)
- CA Attorney General — Consumer Fraud Complaint vs. Verizon (filed June 2, 2026)
- CA State Bar — Attorney Misconduct Complaint vs. Sean B. Gibbons, FMG Law — Ref. No. 270103
- CA Secretary of State — Unregistered Foreign LLC referral (June 2, 2026)
- CA Franchise Tax Board — Employer Tax Fraud referral (June 2, 2026)

- CA Employment Development Dept. — Payroll Fraud referral (June 2, 2026)

PRE-LITIGATION DEMAND

A \$1,000,000 Cease and Desist and Settlement Demand was served on both Encore Worldwide LLC (via Sean B. Gibbons, Freeman Mathis & Gary LLP) and Cellco Partnership d/b/a Verizon Wireless (via Vendor Management and SVP General Counsel Joseph Ruggiero) on May 30, 2026. The 72-hour response window has expired with no offer from either party.

WHAT WE ARE SEEKING

We are open to:

- **(a)** Contingency representation to pursue PAGA litigation and/or class action in Los Angeles Superior Court, or
- **(b)** Assistance negotiating a settlement with Encore and/or Verizon before Superior Court filing

All documentation is organized and immediately available for your review including: the original employment contract (both pages), the Verizon waiver, Gibbons' written admission of non-registration, agency filing confirmations, TrustedHerd spoliation screenshots, FMCSA/DOT records, registered agent filings, and worker declarations.

Please feel free to contact me at your earliest convenience. We are ready to move immediately.

Respectfully,

Mario Cobian

323-403-3697

macs@cobianmario.com

On Jun 3, 2026, at 4:02 PM, Christopher Cox <christthomascox@gmail.com> wrote:

Mario,

I was forwarded the original email from you as I was a Lead for this program prior to you and I had "worked" many "Lead" shifts for TW (Verizon) as I operated and many times kept the previous storage facility at Sunset. In fact, this makes sense why Curt stopped responding to myself and Melissa for a lot of "employee uniforms" and company assets that are still in the trunk of my car.

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Regards,

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O 424.835.1011
D 706.832.1812

CONFIDENTIAL COMMUNICATION

This e-mail and any attachments contain confidential material and are for the sole use of the intended recipient. Use or distribution by any unintended recipient is prohibited and may be a violation of law. If you believe that you received this e-mail in error, please: (1) do not read this e-mail and/or any attachments; (2) permanently delete this e-mail and all attachments, including any copies thereof; and (3) inform the sender that you have permanently deleted the e-mail, all attachments and any copies thereof.

THIS EMAIL, AND ANY ATTACHMENTS, IS NOT A SOLICITATION OF AN OFFER TO SELL OR AN OFFER TO BUY ANY SECURITY.

----- Forwarded message -----

From: **Mel Valentino** <melvalentinox@gmail.com>

Date: Wed, Jun 3, 2026 at 3:40 PM

Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

To: Christopher Cox <christhomascox@gmail.com>

Begin forwarded message:

From: Raquel Diaz <printesaesquiv@gmail.com>

Date: June 3, 2026 at 1:51:42 PM PDT

To: melvalentinox@gmail.com

Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

----- Forwarded message -----

From: MACS@cobianmario.com <MACS@cobianmario.com>

Date: Thursday, May 21, 2026

Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

To: John Paul Vidrio <johnpaulvidrio@yahoo.com>, Teresa Henriquez <tere.dihenriquez@yahoo.com>, Angelie Avila

<angelie.v.avila@gmail.com>, Bernardo Velasquez <bernheart.baratheon@gmail.com>, Antonio Liranzo

<printesaesquiv@gmail.com>, LaborComm.WCA.LAO@dir.ca.gov

Cc: maria.rodriguez@encoreww.com, wendy.valdivieso@encoreww.com, karen.wadley@encoreww.com, emily.westerholt@encoreww.com, curt.wood@encoreww.com, bill.meyer@encoreww.com, brad.wirz@encoreww.com, dave.teska@encoreww.com, malima.camp@verizon.com, amy.neff@verizon.com, LaborComm.WCA.LAO@dir.ca.gov

FYI.

Begin forwarded message:

From: macs@cobianmario.com

Subject: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

Date: May 20, 2026 at 8:53:39 PM PDT

To: Curt Wood <curt.wood@encoreww.com>, bill.meyer@encoreww.com, brad.wirz@encoreww.com, dave.teska@encoreww.com

Cc: malima.camp@verizon.com, amy.neff@verizon.com, LaborComm.WCA.LAO@dir.ca.gov, DLSE2@dir.ca.gov

Dear Mr. Wood, Mr. McGuffee, and the Encore/Verizon Teams,

This letter proposes a **confidential global settlement** to resolve all claims arising from the engagement as a **Team Lead** for the **Q2 Total Wireless FIFA Activation project** in Los Angeles and Pomona, California. The issues described below include **worker misclassification, unpaid wages, unreimbursed business expenses, waiting time penalties, and potential joint-employer liability**, all of which create substantial legal, financial, and reputational exposure for **Encore Worldwide** and **Verizon Wireless**.

Background and Basis for Claims

Although the role was labeled as **independent contractor / 1099**, the actual working conditions reflected **employee-level control**. The engagement involved **mandatory uniforms, hourly pay, fixed schedules**, structured event duties, activation setup and breakdown, pre-event coordination, canvassing, and direct performance expectations, all of which are inconsistent with a worker being free from the hiring entity's direction and control.

The strongest example of this control occurred on **Saturday, May 2, 2026, between 10:00 AM and 12:00 PM**, at the **Total Wireless store located at 606 Indian Hill Blvd, Pomona, CA 91767**, where work was allegedly supervised, directed, and monitored by **Heywood McGuffee, Sr. Manager - Experiential Marketing for Verizon Wireless**. According to the facts presented, Verizon personnel dictated the schedule, directed asset management and store engagement strategy, and instructed that customers be brought into the store, which supports the position that the worker was not operating independently and may support a **joint employer** theory.

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The documents described in connection with this engagement appear internally inconsistent. On one hand, the engagement was treated as an **independent contractor** relationship, while other materials allegedly referred to workers as **employees**, including safety-related and benefits-related documents associated with Verizon or its supplier processes.

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Deadline and Intended Next Steps

Please respond by **May 28, 2026** to confirm acceptance or discuss terms. Absent a satisfactory response by that date, the stated intention is to proceed with one or more of the following:

1. Filing a claim with the **California Labor Commissioner's Office (DLSE)**.
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This proposal is made in an effort to resolve the matter **efficiently, privately, and professionally**. In light of the alleged direct supervision by Verizon personnel, the contradictory classification documents, and the statutory exposure associated with misclassification and late final wages, prompt attention is warranted.

Sincerely,

Mario Cobian
Team Lead, Q2 FIFA Activation
323-403-3697

--
Raquel Diaz

**MACS vs Encore-Verizon
Settlement Letter May 20 2026...**



**\$30 hr inventory Total Wireless
Q2 FIFA.pdf**



Apr 28 Storage \$150.pdf



From: Sabrina Wallace sabrinaexp7@gmail.com
Subject: Re: Pre-Event Preparation
Date: April 29, 2026 at 7:07 AM
To: Curt Wood curt.wood@encoreww.com
Cc: Mario Cobian macs@cobianmario.com

SW

Good morning,

Today would work best for me.

Thanks.

On Wed, Apr 29, 2026 at 7:01 AM Curt Wood <curt.wood@encoreww.com> wrote:

Hello Sabrina and Mario,

I was wondering if you both might be available today or tomorrow to get together at both storage units, set up and inventory the assets, and load into your vehicles.

First, the supplies from the North Hollywood location, then the Norwalk location.

I would pay \$300 each for the day to inventory and make sure all items are ready and set up and working. One full set up photo would be great.

Let me know, I can set up a WhatsApp chat.

Curt

encore
Worldwide

Curt Wood

Activation Manager | Encore Worldwide LLC

📞 602-740-6461

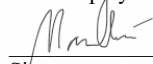
✉ curt.wood@encoreww.com

🌐 www.encoreww.com



Schedule 1
BENEFITS WAIVER

1. I am either an employee of a company (a "Supplier") that has contracted with Verizon Sourcing LLC ("Verizon") to provide services, a contractor for Supplier, or an employee of a subcontractor or staffing firm providing services to Supplier in connection with work performed by the Supplier pursuant to Supplier's contract with Verizon.
2. Supplier has contracted with Verizon to provide services, and has assigned me to provide services under such contract.
3. By signing this Benefits Waiver, I agree and acknowledge that I am not an employee of Verizon, or any of Verizon's subsidiary, parent, or affiliated companies, including without limitation Celco Partnership d/b/a Verizon Wireless (such companies, collectively, "Verizon Companies"). As such, I agree and acknowledge that I am not entitled to any of the benefits made available to employees of any of the Verizon Companies. I therefore waive, discharge, and release any claim for any employee benefit offered by any of the Verizon Companies, including any successor thereto. This waiver specifically includes, but is not limited to, pension coverage or benefits, medical and/or dental insurance coverage or benefits, life insurance coverage or benefits, savings and investment plan benefits, employee stock option participation, long term and short-term incentive benefits, holiday pay, separation pay or any other employee benefit of any type or description.



Signature

Mario A. Cobian

Print Name

4/16/2026

Date

From: macs@cobianmario.com 
Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian
Date: June 5, 2026 at 11:26 AM
To: erick@saltlawgroup.com
Cc: Mario Cobian macs@cobianmario.com, Christopher Cox christomascox@gmail.com
Bcc: Mario Cobian MACS@cobianmario.com, cobianmario91 cobianmario91@proton.me, mcsantillan91 mcsantillan91@proton.me

MC

Hi Erick,

I, and others similarly situated, were willfully misclassified as 1099 contractors by Encore Worldwide LLC while performing daily work at Verizon Wireless retail locations throughout Los Angeles County.

- **Joint employer contract** names both Encore Worldwide LLC and Cellco Partnership d/b/a Verizon Wireless
- **PAGA filed** — Case No. LWDA-CM-1181094-26 — 65-day period expired, court-ready
- **\$1M demand served** on both Encore and Verizon — no response
- **9 agency complaints** filed (DIR, EDD, FTB, CA AG, and others)
- **20+ coworkers** with identical experiences available to join
- **Encore operated in California unregistered** — no foreign LLC registration with CA Secretary of State
- **Zero workers' compensation coverage** provided to any worker on this program
- **No W2 exists** because the misclassification IS the violation — ABC test fails on all three prongs
- **Complaint drafted** — ready to file in LA Superior Court immediately
- **Defense has retained FMG Law (LA)** on behalf of Encore/Verizon — their attorney sent a threatening letter demanding release of claims; a California State Bar misconduct complaint has since been filed against said attorney (Ref. No. 270103)

Seeking contingency counsel. Ready to move now.

Respectfully,

Mario Cobian
323-403-3697

Cobian_v_Encore_Verizon_CND_S
ettlement_Demand.pdf



Cobian_v_Encore_Verizon_Compl
aint - rough.pdf
126 KB



**Encore Worldwide Jobs 2 _
Trusted Herd.pdf**
236 KB



**Encore Worldwide Jobs 1 _
Trusted Herd.pdf**
228 KB



Begin forwarded message:

From: "MACS@cobianmario.com" <MACS@cobianmario.com>
Subject: Re: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian
Date: June 3, 2026 at 4:45:21 PM PDT
To: Christopher Cox <christomascox@gmail.com>

Hey Chris,

Great talking to you! Would love to get your and everyone else involved for a major suit or settlement.

FYI Since our agreements with Encore are with "Encore Worldwide" a Delaware corporation, they would have to register in CA as a Foreign LLC. They are only registered in GA which is their headquarters: Foreign LLC> <https://bizfileonline.sos.ca.gov/search/business> search "Encore Worldwide"

The PAGA filing a huge deal:
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Attached find my last Settlement_Demand to Encore and Verizon, previous settlement demands. Feel free too share with your attorney. If you have interest from them, please let me know otherwise I am planning to reach out to some law firms I know.

Thanks!
Mario
323-403-3697

**Cobian_v_Encore_Verizon_CND_S
ettlement_Demand.pdf**
215 KB



**To ethics@verizon - Supplier Code
of Conduct Violations Encore ...**
808 KB



6/1/26, 6:49 PM

Consumer Insurance Fraud Reporting Form Success Page · Basic Portal

Your submission has been successfully received.

[Report additional fraud \(../publicform\)](#)

Date Submitted: 06/01/2026

eFD-1 Id: 1524979

Policy #:

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<https://cdiapps.insurance.ca.gov/CRIMS/publicform/publicsuccess/?id=416924df-215e-f111-a316-c3dbfc1deec6&stepid=802067d8-acff-e711-8106-0050568a70ef&s...> 1/1



PAGA NOTICE PUBLIC SEARCH

Publicly Available	LWDA #	Submission Type	Submission Date	Submission Name	Employer Name	Employer City	Employer Zip Code	# of Impacted Employees	Law Firm for PAGA Plaintiff	Employer Filer Firm	Court Case #	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case	Employer Filer
No	LWDA-CM-1181094-26	PAGA Notice	06/01/26	AP-6638681	Encore Worldwide LLC	Rowell	30076	110	in pro per			Mario Cobian	Mario Cobian	

From: The State Bar of California complaint@calbar.ca.gov
Subject: Successful submission of Attorney Misconduct Complaint
Date: June 2, 2026 at 1:40 PM
To: macs@cobianmario.com



The State Bar of California

Dear Mario Alberto Cobian,

Attorney Misconduct Complaint - SUCCESSFUL SUBMISSION

You have successfully submitted your Attorney Misconduct Complaint to the State Bar of California. Please keep a record of your reference number:

[270103](#)

While the complaint is being processed, you may [sign in](#) with your reference number to print and download the complaint or add additional documents to your complaint. Please fill in your name as it is shown in this email.

Please do not reply to this message. This is an automated notification, and replies are unmonitored. If you need any assistance, please do not hesitate to contact us at 800-843-9053.

Thank you.

Office of Chief Trial Counsel



State Bar of California, 845 South Figueroa Street, Los Angeles, CA 90017

**Gibbons "AGGRESSIVE" Email -
Knowingly False Allegations ...**
1.4 MB



**Ref # 270103 Successful
submission of Attorney ...**



**MACS vs Encore-Verizon
Settlement Letter May 20 2026...**



**FINAL NOTICE Illegal Operation in
CA 25k Worker Penalties ...**
54 KB



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GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

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BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Encore Worldwide LLC	Control Number:	18133013
Business Type:	Foreign Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Other Services (except Public Administration)	NAICS Sub Code:	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)
Principal Office Address:	8735 Dunwoody Place, Ste R, Atlanta, GA, 30350, USA	Date of Formation / Registration Date:	10/29/2018
Jurisdiction:	Delaware	Last Annual Registration Year:	2026
Principal Record Address:	317 N Cuyler, Oak Park, IL, 60302, USA		

REGISTERED AGENT INFORMATION

Registered Agent Name: **Registered Agents Inc**
Physical Address: **8735 DUNWOODY PLACE, STE R, ATLANTA, GA, 30350, USA**

County: **Fulton**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone:
(404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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1 of 1
Division of Corporations - Filing

6/1/26, 11:47 AM
<https://icis.corp.delaware.gov/ecorp/entitysearch/NameSearch.aspx>

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Department of State: Division of Corporations

[Allowable Characters](#)

[HOME](#)

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

[File Number:](#) **6444890** [Incorporation Date /](#) **6/13/2017**
[Formation Date:](#) (mm/dd/yyyy)

[Entity Name:](#) **ENCORE WORLDWIDE, LLC**

[Entity Kind:](#) **Limited Liability Company** [Entity Type:](#) **General**

[Residency:](#) **Domestic** State: **DELAWARE**

[REGISTERED AGENT INFORMATION](#)

Name: **UNITED STATES CORPORATION AGENTS, INC.**

Address: **131 CONTINENTAL DRIVE SUITE 305**

City: **NEWARK** County: **New Castle**

State: **DE** Postal Code: **19713**

Phone: **302-777-0538**

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

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From: macs@cobianmario.com
Subject: Re: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian
Date: June 9, 2026 at 11:31 AM
To: Erick Kuylman Erick@saltlawgroup.com
Cc: Christopher Cox christthomascox@gmail.com, Mario Cobian MACS@cobianmario.com
Bcc: Mario Cobian MACS@cobianmario.com

MC

Erick,

Thank you — I'm available today anytime after noon Pacific. My cell is **323-403-3697**.

Quick update since Friday — **the case has grown significantly.**

The complaint is fully finalized and I am **filing tomorrow morning at Stanley Mosk Courthouse, 8AM**. The California State Bar has assigned **Case No. 26-O-20868** against defense counsel Sean Gibbons (FMG Law). Liberty Mutual has been directly notified — **seven executives received formal written demand on June 6**. No response received.

Most importantly — a **WCIRB coverage search has confirmed that LM Insurance Corporation (Liberty Mutual) is the workers' compensation insurer of record for Celco Partnership d/b/a Verizon Wireless**. FMG Law is a national insurance defense firm. Encore Worldwide LLC has **zero California assets, zero California registration, and zero ability to independently fund litigation**. Liberty Mutual is funding this defense and is **the real settlement decision-maker**.

This creates a **standalone bad faith tort action against Liberty Mutual under Comunale v. Traders & General Ins. Co. and California Insurance Code § 790.03**. LM received formal written notice with clear liability established by **Defendants' own executed documents**. They have stonewalled for **40 days**. If a judgment exceeds policy limits after this documented refusal to settle, **Liberty Mutual is personally liable for the entire excess judgment**. That is a separate, significant case.

The full exposure picture:

*— **\$1,000,000 individual demand — expires June 16, escalates to \$5,000,000**

*— **\$20,000,000 PAGA representative claims —**

August 5

— **\$10,000,000+ bad faith tort action against

LM Insurance Corporation

directly**— **CDI complaint against Liberty Mutual if no response by June 17***

Three cases in one file. All built on Defendants' own signed documents.*

Happy to walk you through the full file today. Looking forward to speaking.

Best,

Mario Cobian
323-403-3697
macs@cobianmario.com

On Jun 9, 2026, at 10:46 AM, Erick Kuylman <Erick@saltlawgroup.com> wrote:

Mario,

I finally had a chance to dig a little deeper into this. Let me know what your schedule looks like tomorrow.
Would like to discuss by phone

would like to discuss by phone.

SALT

Erick Kuyman | Attorney

Office: 503-417-7777

Cell: 208-869-2492

Email: Erick@SaltLawGroup.com

On Jun 5, 2026, at 11:28 AM, MACS@cobianmario.com wrote:

Hi Erick,

I, and others similarly situated, were willfully misclassified as 1099 contractors by Encore Worldwide LLC while performing daily work at Verizon Wireless retail locations throughout Los Angeles County.

- **Joint employer contract** names both Encore Worldwide LLC and Celco Partnership d/b/a Verizon Wireless
- **PAGA filed** — Case No. LWDA-CM-1181094-26 — 65-day period expired, court-ready
- **\$1M demand served** on both Encore and Verizon — no response
- **9 agency complaints** filed (DIR, EDD, FTB, CA AG, and others)
- **20+ coworkers** with identical experiences available to join
- **Encore operated in California unregistered** — no foreign LLC registration with CA Secretary of State
- **Zero workers' compensation coverage** provided to any worker on this program
- **No W2 exists** because the misclassification IS the violation — ABC test fails on all three prongs
- **Complaint drafted** — ready to file in LA Superior Court immediately
- **Defense has retained FMG Law** (LA) on behalf of Encore/Verizon — their attorney sent a threatening letter demanding release of claims; a California State Bar misconduct complaint has since been filed against said attorney (Ref. No. 270103)

Seeking contingency counsel. Ready to move now.

Respectfully,

Mario Cobian
323-403-3697

Begin forwarded message:

From: "MACS@cobianmario.com" <MACS@cobianmario.com>

Subject: Re: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

Threat, and Misclassification – Mario Cobian

Date: June 3, 2026 at 4:45:21PM PDT

To: Christopher Cox <christthomascox@gmail.com>

Hey Chris,

Great talking to you! Would love to get your and everyone else involved for a major suit or settlement.

FYI Since our agreements with Encore are with "Encore Worldwide" a Delaware corporation, they would have to register in CA as a Foreign LLC. They are only registered in GA which is their headquarters: Foreign LLC> <https://bizfileonline.sos.ca.gov/search/business> search "Encore Worldwide"

The PAGA filing a huge deal:

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Attached find my last Settlement_Demand to Encore and Verizon, previous settlement demands. Feel free too share with your attorney. If you have interest from them, please let me know otherwise I am planning to reach out to some law firms I know.

Thanks!

Mario

323-403-3697

On Jun 3, 2026, at 4:02 PM, Christopher Cox <christthomascox@gmail.com> wrote:

Mario,

I was forwarded the original email from you as I was a Lead for this program prior to you and I had "worked" many "Lead" shifts for TW (Verizon) as I operated and many times kept the previous storage facility at Sunset. In fact, this makes sense why Curt stopped responding to myself and Melissa for a lot of "employee uniforms" and company assets that are still in the trunk of my car.

Let me know if I can join you despite the date of 5/28.

Regards,

Christopher Cox

O 424.835.1011

D 706.832.1812

CONFIDENTIAL COMMUNICATION

This e-mail and any attachments contain confidential material and are for the sole use of the intended recipient. Use or distribution by any unintended recipient is prohibited and may be a violation of law. If you believe that you received this e-mail in error, please: (1) do not read this e-mail and/or any attachments; (2) permanently delete this e-mail and all attachments, including any copies thereof; and (3) inform the sender that you have permanently deleted the e-mail, all attachments and any copies thereof.

THIS EMAIL, AND ANY ATTACHMENTS, IS NOT A SOLICITATION OF AN OFFER TO SELL OR AN OFFER TO BUY ANY SECURITY.

----- Forwarded message -----

From: **Mel Valentino** <melvalentinox@gmail.com>

Date: Wed, Jun 3, 2026 at 3:40 PM

Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft,

and Misclassification – Mario Cobian

and misclassification – Mario Cobian
To: Christopher Cox <christthomascox@gmail.com>

Begin forwarded message:

From: Raquel Diaz <printesaesquiv@gmail.com>
Date: June 3, 2026 at 1:51:42 PM PDT
To: melvalentinox@gmail.com
Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian

----- Forwarded message -----

From: MACS@cobianmario.com <MACS@cobianmario.com>
Date: Thursday, May 21, 2026
Subject: Fwd: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian
To: John Paul Vidrio <johnpaulvidrio@yahoo.com>, Teresa Henriquez <tere.dihenriquez@yahoo.com>, Angelie Avila <angelie.v.avila@gmail.com>, Bernardo Velasquez <bernheart.baratheon@gmail.com>, Antonio Liranzo <printesaesquiv@gmail.com>, LaborComm.WCA.LAO@dir.ca.gov
Cc: maria.rodriguez@encoreww.com, wendy.valdivieso@encoreww.com, karen.wadley@encoreww.com, emily.westerholt@encoreww.com, curt.wood@encoreww.com, bill.meyer@encoreww.com, brad.wirz@encoreww.com, dave.teska@encoreww.com, malima.camp@verizon.com, amy.neff@verizon.com, LaborComm.WCA.LAO@dir.ca.gov

FYI.

Begin forwarded message:

From: macs@cobianmario.com
Subject: Encore/Verizon: Settlement Demand (\$20,000) – Joint Employer Liability, Wage Theft, and Misclassification – Mario Cobian
Date: May 20, 2026 at 8:53:39 PM PDT
To: Curt Wood <curt.wood@encoreww.com>, bill.meyer@encoreww.com, brad.wirz@encoreww.com, dave.teska@encoreww.com
Cc: malima.camp@verizon.com, amy.neff@verizon.com, LaborComm.WCA.LAO@dir.ca.gov, DLSE2@dir.ca.gov

Dear Mr. Wood, Mr. McGuffee, and the Encore/Verizon Teams,

This letter proposes a **confidential global settlement** to resolve all claims arising from the engagement as a **Team Lead** for the **Q2 Total Wireless FIFA Activation project** in Los Angeles and Pomona, California. The issues described below include **worker misclassification, unpaid wages, unreimbursed business expenses, waiting time penalties, and potential joint-employer liability**, all of which create substantial legal, financial, and reputational exposure for **Encore Worldwide** and **Verizon Wireless**.

Background and Basis for Claims

Although the role was labeled as **independent contractor / 1099**, the actual working conditions reflected **employee-level control**. The engagement involved **mandatory uniforms, hourly pay, fixed schedules**, structured event duties, activation setup and breakdown, pre-event coordination, canvassing, and direct performance expectations, all of which are inconsistent with a worker being

free from the hiring entity's direction and control.

The strongest example of this control occurred on **Saturday, May 2, 2026, between 10:00 AM and 12:00 PM**, at the **Total Wireless store located at 606 Indian Hill Blvd, Pomona, CA 91767**, where work was allegedly supervised, directed, and monitored by **Heywood McGuffee, Sr. Manager - Experiential Marketing for Verizon Wireless**. According to the facts presented, Verizon personnel dictated the schedule, directed asset management and store engagement strategy, and instructed that customers be brought into the store, which supports the position that the worker was not operating independently and may support a **joint employer** theory.

Contradictory Classification Documents

The documents described in connection with this engagement appear internally inconsistent. On one hand, the engagement was treated as an **independent contractor** relationship, while other materials allegedly referred to workers as **employees**, including safety-related and benefits-related documents associated with Verizon or its supplier processes.

Those contradictions are important because California's worker-classification framework focuses on the **real nature of control and direction**, not merely the label used in a contract. A company that classifies a worker as an independent contractor while simultaneously imposing employee-like rules, supervision, and operational control risks a finding of **willful misclassification**.

Wages and Expenses Claimed

The following amounts are asserted as unpaid:

- **Inventory labor wages: \$450.00** for two days of inventory management and storage preparation.
- **Mileage reimbursement for event activation: \$109.77** based on **163.8 miles at \$0.67 per mile**.
- **Mileage reimbursement for inventory work: \$93.58** based on **69.8 miles at \$0.67 per mile**.
- **Total claimed outstanding balance: \$653.35.**

The compensation structure also appears inconsistent across workers. The facts provided state that some workers received **\$1.00 per mile**, while others were offered only a **\$30 flat stipend** for mileage and travel time, despite performing similar work, which may increase exposure for wage and reimbursement disputes.

Statutory Exposure

California Labor Code section **226.8** prohibits **willful misclassification** of an individual as an independent contractor. Civil penalties can range from **\$5,000 to \$15,000 per violation**, and where there is a **pattern or practice**, penalties can increase to **\$10,000 to \$25,000 per violation**.

California Labor Code section **203** provides for **waiting time penalties** when final wages are not timely paid. The penalty equals the worker's **daily rate of pay for each day the wages remain unpaid**, up to **30 days**.

Based on the figures provided, the claimed waiting time penalty is calculated at **\$369.00 per day**, and the current calculation stated in the draft is **\$5,166.00 for 14 days** of nonpayment. If additional workers were treated similarly, the total exposure could expand significantly through back wages, expense reimbursement claims, statutory penalties, and related agency scrutiny.

Verizon Supplier and Reputation Risk

Verizon states in its public materials that suppliers and non-employee workers are subject to Verizon

compliance expectations, and Verizon's published conduct materials emphasize legal compliance and ethical business practices. Allegations that a Verizon-branded activation involved misclassification, inconsistent pay practices, or direct supervision by Verizon management could therefore create not only labor-law exposure but also **supplier-compliance, audit, and reputational risk**.

If similar practices affected multiple Team Leads or activation workers, the issue may be viewed as **systemic rather than isolated**. That raises the possibility of broader administrative complaints, coordinated wage claims, or more expansive allegations involving vendor oversight and labor compliance.

Settlement Demand

To resolve this matter **confidentially and without litigation**, a **global settlement payment of \$20,000.00** is proposed. This amount is intended to resolve all claims relating to **unpaid wages, unreimbursed expenses, waiting time penalties, misclassification, and the legal and administrative burden associated with pursuing formal remedies**.

In exchange for payment, the proposal is for:

- A **mutual release** of claims related to this engagement.
- Resolution of all known claims arising out of the project.
- Payment by **wire transfer or check within 7 days** of a signed agreement.
- A **confidential resolution** memorialized in a written settlement agreement.

Deadline and Intended Next Steps

Please respond by **May 28, 2026** to confirm acceptance or discuss terms. Absent a satisfactory response by that date, the stated intention is to proceed with one or more of the following:

1. Filing a claim with the **California Labor Commissioner's Office (DLSE)**.
2. Reporting alleged misclassification and wage issues to the **EDD** and **IRS**.
3. Pursuing broader representative or statutory remedies based on the allegation that **10 to 50 workers** may have been affected

This proposal is made in an effort to resolve the matter **efficiently, privately, and professionally**. In light of the alleged direct supervision by Verizon personnel, the contradictory classification documents, and the statutory exposure associated with misclassification and late final wages, prompt attention is warranted.

Sincerely,
Mario Cobian
Team Lead, Q2 FIFA Activation
323-403-3697

--

Raquel Diaz

<MACS vs Encore-Verizon Settlement Letter May 20 2026.pdf><\$30 hr inventory Total Wireless Q2 FIFA.pdf><Apr 28 Storage \$150.pdf><Apr 30 \$300 PreEvent Preparation storage.pdf><Verizon Benefits Waiver 2025 REQUIRED (2) (1).pdf><Scooter Waiver.pdf><Screenshot 2026-05-20 at 8.06.34 PM.pdf>

<Cobian_v_Encore_Verizon_CND_Settlement_Demand.pdf>
<Cobian_v_Encore_Verizon_Complaint - rough.pdf>
<Encore Worldwide Jobs 2 _ Trusted Herd.pdf>
<Encore Worldwide Jobs 1 _ Trusted Herd.pdf>
<Cobian_v_Encore_Verizon_CND_Settlement_Demand.pdf>
<To ethics@verizon - Supplier Code of Conduct Violations Encore Worldwide LLC Active California Operations Dear Verizon Ethics Team.pdf>
<CA Dept of Insurance - Consumer Insurance Fraud Reporting Form Success Page · Basic Portal.pdf>
<PAGAPrint LWDA-CM-1181094-26 .pdf>
<Ref # 270103 Successful submission of Attorney Misconduct Complaint.pdf>
<Gibbons AGGRESSIVE Email - Knowingly False Allegations Against Encore Improper Contact With Verizon.pdf>
<Ref # 270103 Successful submission of Attorney Misconduct Complaint.pdf>
<MACS vs Encore-Verizon Settlement Letter May 20 2026.pdf>
<FINAL NOTICE Illegal Operation in CA 25kWorker Penalties Immediate Settlement Required.pdf>
<GEORGIA - Registered Agent - EW LLC - .pdf>
<DE - Registered Agent - EW LLC - Division of Corporations - Filing.pdf>

From: macs@cobianmario.com 
Subject: Final Pre-Filing Notice — Cobian v. Encore Worldwide LLC et al. — Filing June 10, 2026
Date: June 9, 2026 at 12:37 PM
To: Sean B. Gibbons Sean.Gibbons@fmglaw.com
Cc: Sharlen.Campbell-Clements@fmglaw.com, Mario Cobian MACS@cobianmario.com
Bcc: Mario Cobian MACS@cobianmario.com

MC

Mr. Gibbons,

This is my final communication prior to filing tomorrow morning at Stanley Mosk Courthouse. You will be served electronically upon filing.

The case has grown considerably since your threatening letter demanding release of claims. That letter is now Exhibit D. State Bar Case No. 26-O-20868 remains open and active.

A WCIRB coverage search has confirmed LM Insurance Corporation as the workers' compensation insurer of record for Celco Partnership d/b/a Verizon Wireless. Liberty Mutual has been formally notified.

Should no good-faith settlement offer be received within 72 hours of Encore being served, Plaintiff will immediately exercise all available escalation remedies — regulatory, judicial, and otherwise — in accordance with the terms of the settlement schedule.

1. Amendment of the complaint to add Liberty Mutual and FMG Law as named defendants
2. CDI bad faith complaint against LM Insurance Corporation
3. PAGA representative claims on behalf of 20+ aggrieved workers — August 5, 2026
4. Further State Bar proceedings as warranted

Global Release of All Claims — Settlement Schedule:

Defendants Released	Amount
Encore Worldwide LLC only	\$1,000,000
Encore + Verizon/Celco	\$5,000,000
Encore + Verizon + LM Insurance	\$8,000,000
Encore + Verizon + LM Insurance + FMG Law	\$10,000,000

These figures reflect the documented liability exposure your clients created — with their own signed documents — before Plaintiff worked a single hour. Discovery has not yet begun.

The train leaves the station tomorrow at 8AM.

Mario A. Cobian
323-403-3697
macs@cobianmario.com

On Jun 8, 2026, at 5:21 PM, Sean B. Gibbons <Sean.Gibbons@fmglaw.com> wrote:

I represent Encore and am authorized to accept service on their behalf.

I do not represent any of the other parties that you threaten to sue.

Once you have filed suit, you are free to propound such discovery as you choose. Until then, I will answer no questions.

Communicate with my client only through me.

Sean B. Gibbons
Partner
Freeman Mathis & Gary, LLP
1960 East Grand Avenue | Suite 1260 | El Segundo, CA 90245
Tel: [424-397-1664](tel:424-397-1664) | Cell: 917-355-4684
Email: Sean.Gibbons@fmglaw.com
www.fmglaw.com | [Bio](#) | [See Where We Are](#)



[Please read this important notice and confidentiality statement](#)

From: MACS@cobianmario.com <MACS@cobianmario.com>
Sent: Monday, June 8, 2026 5:11 PM
To: Sean B. Gibbons <Sean.Gibbons@fmglaw.com>; ethics@verizon.com
Cc: Sharlen D. Campbell-Clements <Sharlen.Campbell-Clements@fmglaw.com>; heywood.mcgufee@verizonwireless.com; bill.meyer@encoreww.com; brad.wirz@encoreww.com; dave.i
Subject: Re: Final Notice — Immediate Settlement Response Required by 5:00 PM Today - LWDA-CM-1181094-26 CASE NUMBER

Mr. Gibbons,

As communicated last week, the Superior Court complaint against your client(s) is being filed **this week**.

Before filing and serving all parties, I am requesting a final written clarification of your representation status. Please respond **yes or no** to each of the following:

- Do you currently represent Encore Worldwide LLC in connection with this matter? ☐ Yes ☐ No
- Do you currently represent Celco Partnership d/b/a Verizon Wireless in connection with this matter? ☐ Yes ☐ No
- Are you authorized to accept service of process on behalf of either entity? ☐ Yes ☐ No
 - Is Liberty Mutual for Verizon funding Encore's defense? ☐ Yes ☐ No

Please respond immediately.

Failure to respond will be noted in the complaint as part of the documented record of bad-faith conduct and non-engagement. I will proceed with direct service on all entities through their respective counsel.

Respectfully,

Mario Cobian
Pro Se Plaintiff
323-403-3697
macs@cobianmario.com

On Jun 8, 2026, at 11:33 AM, Sean B. Gibbons <Sean.Gibbons@fmglaw.com> wrote:

I do not represent either of those entities and thus I am not authorized to do so.

Sean B. Gibbons

Partner

Freeman Mathis & Gary, LLP

1960 East Grand Avenue | Suite 1260 | El Segundo, CA 90245

Tel: [424-397-1664](tel:424-397-1664) | Cell: 917-355-4684

Email: Sean.Gibbons@fmglaw.com

www.fmglaw.com | [Bio](#) | [See Where We Are](#)



[Please read this important notice and confidentiality statement](#)

From: MACS@cobianmario.com <MACS@cobianmario.com>

Sent: Friday, June 5, 2026 2:15 PM

To: Sean B. Gibbons <Sean.Gibbons@fmglaw.com>

Cc: Sharien D. Campbell-Clements <Sharien.Campbell-Clements@fmglaw.com>; Mario Cobian <MACS@cobianmario.com>

Subject: Re: Final Notice — Immediate Settlement Response Required by 5:00 PM Today - LWDA-CM-1181094-26 CASE NUMBER

Please also confirm whether you are authorized to accept service on behalf of Celco Partnership d/b/a Verizon Wireless, or whether we should serve Verizon separately through their register

Mario Cobian

Arcadia, CA 91007

323-403-3697

macs@cobianmario.com

On Jun 5, 2026, at 1:54 PM, Sean B. Gibbons <Sean.Gibbons@fmglaw.com> wrote:

We will accept service. Electronic service is fine by us if it is fine by you. Please include my assistant, Sharien Campbell-Clements, on all communications. She

Sean B. Gibbons

Partner

Freeman Mathis & Gary, LLP

1960 East Grand Avenue | Suite 1260 | El Segundo, CA 90245

Tel: [424-397-1664](tel:424-397-1664) | Cell: 917-355-4684

Email: Sean.Gibbons@fmglaw.com

www.fmglaw.com | [Bio](#) | [See Where We Are](#)



[Please read this important notice and confidentiality statement](#)

From: MACS@cobianmario.com <MACS@cobianmario.com>

Sent: Friday, June 5, 2026 1:18 PM

To: Sean B. Gibbons <Sean.Gibbons@fmglaw.com>

Cc: Mario Cobian <macs@cobianmario.com>

Subject: Re: Final Notice — Immediate Settlement Response Required by 5:00 PM Today - LWDA-CM-1181094-26 CASE NUMBER

Dear Mr. Gibbons,

We are preparing to **file a civil complaint next week** in Los Angeles Superior Court against Encore Worldwide LLC and Celco Partnership d/b/a Verizon Wireless in the above-referen
If you are no longer representing Encore Worldwide LLC, please advise immediately so we may direct service accordingly.

If you remain counsel of record, as a professional courtesy, I am writing to confirm who you would like us to serve:

- **You / FMG Law** — as counsel of record for Encore Worldwide LLC
- Encore's Delaware registered agent — as listed with the Delaware Division of Corporations
- **The California Secretary of State** — given that Encore Worldwide LLC does not appear to be registered to conduct business in California
- **Other** — if Encore is or was registered in California under a different name, please provide the correct entity information so we may serve accordingly

Please be advised that we are prepared to file next week as a pro se matter. We also anticipate that an attorney may be joining this action. You may therefore receive service of the filer

Respectfully,

Mario A. Cobian

844 Sunset Blvd

Arcadia, CA 91007

323-403-3697

macs@cobianmario.com

On Jun 2, 2026, at 8:08 AM, Sean B. Gibbons <Sean.Gibbons@fmglaw.com> wrote:

Good morning Mr. Cobian:

Thank you for your e-mail.

As to the matters you have filed with the state, we will address those with the state.

When and if you choose to litigate, we will address those matters through the court system.

Please have your attorney contact me once that attorney is retained.

Until then, we do not believe that direct negotiations would be productive.

Sean B. Gibbons
Partner
Freeman Mathis & Gary, LLP
1960 East Grand Avenue I
Suite 1260 I El Segundo, CA
90245
Tel: 424-397-1664 I Cell: 917-355-4684
Email: Sean.Gibbons@fmglaw.com
www.fmglaw.com I Bio I See Where We Are
Please read this important notice and confidentiality statement

-----Original Message-----

From: MACS@cobianmario.com <MACS@cobianmario.com>
Sent: Monday, June 1, 2026 1:22 PM
To: Sean B. Gibbons <Sean.Gibbons@fmglaw.com>; LaborComm.WCA.LAO@dir.ca.gov; PAGAIinfo@dir.ca.gov
Cc: ethics@verizon.com; heywood.mcgufee@verizonwireless.com; bill.meyer@encorewww.com; brad.wirz@encorewww.com; dave.teska@encorewww.com
Subject: Re: Final Notice — Immediate Settlement Response Required by 5:00 PM Today - LWDA-CM-1181094-26 CASE NUMBER

Mr. Gibbons,

We have submitted our PAGA claim against Encore Worldwide LLC and Celco Partnership d/b/a Verizon Wireless. And we're still waiting for you to "respond accordingly

LWDA Case No.: LWDA-CM-1181094-26 CASE NUMBER

We will continue to file complaints and reports with all applicable state and federal agencies for the following violations:

California Labor Commissioner (DLSE) — Misclassification, unpaid wages, waiting time penalties, failure to provide wage statements

California LWDA / PAGA — Representative action on behalf of all aggrieved California employees

California Secretary of State — Encore Worldwide LLC operating in California as an unregistered foreign entity

California DIR / DLSE Bureau of Field Enforcement (BOFE) — Criminal misdemeanor, failure to carry workers' compensation insurance (Labor Code § 3700.5)

California Division of Workers' Compensation / UEBTF — Uninsured employer operating at California worksites

Verizon Communications Ethics & Compliance — Joint employer liability, criminal vendor conduct at Verizon-branded worksites

Federal DOL / FMCSA — Interstate carrier operating in violation of federal labor standards (DOT# 3077093)

We remain open to settlement at your client's convenience. However, we are equally content to allow the State of California to hold Encore Worldwide LLC and Celco Pa

Please be advised that our previous settlement offer of \$50,000 has been rescinded. We are now demanding \$100,000 and are actively seeking legal counsel to bring thi

We wish you and your client the best of luck.

Respectfully,

Mario Cobian

323-403-3697

> On Jun 1, 2026, at 11:32 AM, macs@cobianmario.com wrote:

>

> Mr. Gibbons,

>

> Your client has had every opportunity to resolve this matter in good faith. Instead, you responded with threats of aggression, refused to identify the "properly registered

>

> That silence is your answer. And we have documented every second of it.

>

> Your refusal to name the entity is not a legal defense. It is a cover-up. Every agreement, pay record, job posting, and communication in this matter identifies Encore Wc

>

> Effective immediately, the following are being filed concurrently:

> PAGA Notice — California LWDA, naming Encore Worldwide LLC and Verizon

> as joint employer

>

> Systemic Labor Law Violation Report — California Labor Commissioner

> (DLSE/BOFE)

>

> Foreign Entity Complaint — California Secretary of State

>

> Workers' Compensation Criminal Violation — California DIR / WCAB

>

> Formal escalation to Verizon legal and vendor compliance

>

> Superior Court civil action — Santa Clara County, seeking maximum

> liquidated damages, PAGA penalties, and pleading fraudulent

> concealment and willful conduct

>

> Any attempt to cure violations through corporate restructuring after this dispute commenced will be presented as consciousness of guilt and used to support enhanced

>

> To halt these filings, a written settlement offer with a specific dollar amount must be received by 5:00 PM Pacific Time today, June 1, 2026. Anything less will be treated

>

> This is the last communication before agency filings and court action.

>

> Respectfully,

>

> Mario Cobian

>

> 323-403-3697

>

>

>

>

>

>> On May 29, 2026, at 3:39 PM, Sean B. Gibbons <Sean.Gibbons@fmglaw.com> wrote:
>>
>> Mr. Cobian:
>>
>> I am in receipt of the below and the attached, as well as your e-mail of approximately 9:00 PM last night.
>>
>> When I reached out to you, I asked you to direct all communications to me, and you agreed to do so. Now, rather than that, you are e-mailing everyone that you can find.
>>
>> First and foremost, you are looking at the wrong "Encore Worldwide" on the Secretary of State's website. My client is appropriately registered, pays its taxes and obligations.
>>
>> Second, you are claiming to have been an employee of Encore - "Encore Worldwide classified me as a contractor while treating me as an employee," and a joint employer.
>>
>> Third, your claimed entitlement to penalties under the Labor Code, and mileage reimbursement, and "inventory labor wages" are issues relevant to statutory employment.
>>
>> Fourth, your effort to paint the "Benefits Waiver" as proof of employment is woefully misplaced. Section 1 uses the term "either." A signatory to that waiver is not an employee.
>>
>> Fifth, your pattern of harassment of uninvolved third parties such as Mr. McGuffee, and your insistence on contacting various iterations of Verizon making claims that they are the same person.
>>
>> If you want to discuss an amicable resolution to your issues, you can stop spamming random Verizon e-mail addresses and you can contact me with a coherent explanation.
>>
>>
>> Sean B. Gibbons
>>
>> Partner
>> Freeman Mathis & Gary, LLP
>> 1960 East Grand Avenue
>> I
>> Suite 1260
>> I
>> El Segundo
>> ,
>> CA
>>
>> 90245
>> Tel: 424-397-1664 <<tel:424-397-1664>> | Cell: 917-355-4684
>> Email: Sean.Gibbons@fmglaw.com <<mailto:Sean.Gibbons@fmglaw.com>>
>> www.fmglaw.com <<https://www.fmglaw.com/>>
>> I
>> Bio <<https://www.fmglaw.com/lawyers/sean-b-gibbons/>>
>> I
>> See Where We Are
>> <<https://www.fmglaw.com/where-we-are/#:~:text=Albuquerque,Columbus>>
>>
>> Please read this important notice and confidentiality statement
>> <<http://www.fmglaw.com/emailfineprint>>
>>
>>
>>
>> ----- Forwarded message -----
>> From: MACS@cobianmario.com <<mailto:MACS@cobianmario.com>>
>> <MACS@cobianmario.com> <<mailto:MACS@cobianmario.com>>
>> Date: Fri, May 29, 2026 at 2:48 PM
>> Subject: [E] Supplier Code of Conduct Violations — Encore Worldwide
>> LLC / Active California Operations Dear Verizon Ethics Team
>> To: <ethics@verizon.com> <<mailto:ethics@verizon.com>>>,
>> <malima.camp@verizon.com> <<mailto:malima.camp@verizon.com>>>,
>> <amy.neff@verizon.com> <<mailto:amy.neff@verizon.com>>>
>> Cc: <heywood.mcgufee@verizonwireless.com>
>> <<mailto:heywood.mcgufee@verizonwireless.com>>>
>>
>>
>> Dear Verizon Ethics Team,
>>
>> I am a former worker engaged by Encore Worldwide LLC to perform experiential marketing services for Verizon Wireless in California. I am reporting multiple violations.
>>
>> Supplier: Encore Worldwide LLC
>> Verizon Contact: Heywood McGuffee, Sr. Manager, Experiential
>> Marketing, Los Angeles California Labor Commissioner Case Number:
>> WC-CM-1180719 (filed today, May 29, 2026)
>>
>> Violations of Verizon's Supplier Code of Conduct:
>>
>> Section A — Full Legal Compliance:
>> Encore is operating in California without registering as a foreign
>> corporation, in violation of California Corporations Code §2105.
>> Encore has no California workers' compensation insurance, a criminal
>> misdemeanor under Labor Code §3700. Search:
>> <https://bizfileonline.sos.ca.gov/search/business>
>> <https://urldefense.proofpoint.com/v2/url?u=https-3A_bizfileonline.sos.ca.gov_search_business&d=DwQFaQ&c=udBTRvFvXC5Dhgg7UHpJIPs3mZ3LRxp>
>> b6_0PomBTQ&r=byM78LO9L1xLtUQSwAHsuGyMV2SqTItOCJdlakfVnMgSC9y7e9LN6e
>> X7qR6wKVQ&m=clIA4P1Lp8Sc4n9vkiGIO-Ym_HFsNS8dYvEOCD-KvSxK0A2yoyovdOnoCj
>> 7o0pLj&s=56pmb2lou5NjxtpUrkFR7-4uwpFuD6NtWQSNtt4es&e=>
>>
>> Section C — Labor/Working Hours and Wages:
>> Encore willfully misclassified California workers as independent contractors while exercising full employee-level control over their work, schedule, conduct, and conditions.
>>
>> Section D — Health and Safety:
>> With no workers' compensation insurance and misclassified workers, Encore has zero occupational injury and illness procedures in place for California workers performing work.
>>
>> Section G — Compliance Management:
>> Encore has no California HR infrastructure, no compliance management system, and no mechanism to ensure ongoing legal compliance for workers on Verizon projects.
>>
>> Scale of the Violation:
>> Encore is currently actively sourcing 110+ California workers for Verizon projects under the same non-compliant misclassified contractor structure. This is not a historical practice.
>>
>> I have filed a formal wage claim with the California Labor Commissioner (Case WC-CM-1180719) naming both Encore Worldwide LLC and Celco Partnership d/b/a Verizon Wireless.
>>
>> I am reporting this pursuant to Section H of Verizon's Supplier Code of Conduct, which explicitly invites reports from Supplier personnel and members of the public.
>>
>> I am available to provide supporting documentation upon request.
>>
>> Respectfully,
>>
>> Mario A. Cobian
>> 323-403-3697

>> 310 745 4368
>> macs@cobianmario.com <<mailto:macs@cobianmario.com>>
>>
>> Former Encore Worldwide / Total Wireless/Verizon Wireless Worker Los
>> Angeles, California
>>
>>
>>
>> --
>> <<http://www.verizon.com/>>
>> <<http://www.verizon.com/>>
>> Heywood McGuffee
>>
>> Sr. Marketing Manager, Field Experience Verizon Value
>>
>> M 310 745 4368
>>
>> <<http://www.facebook.com/verizon>>
>> <<http://www.facebook.com/verizon>> <<http://twitter.com/verizon>>
>> <<http://twitter.com/verizon>> <<http://www.linkedin.com/company/verizon>>
>> <<http://www.linkedin.com/company/verizon>> <<http://www.instagram.com/verizon>>
>> <<http://www.instagram.com/verizon>>

>

Exhibit N

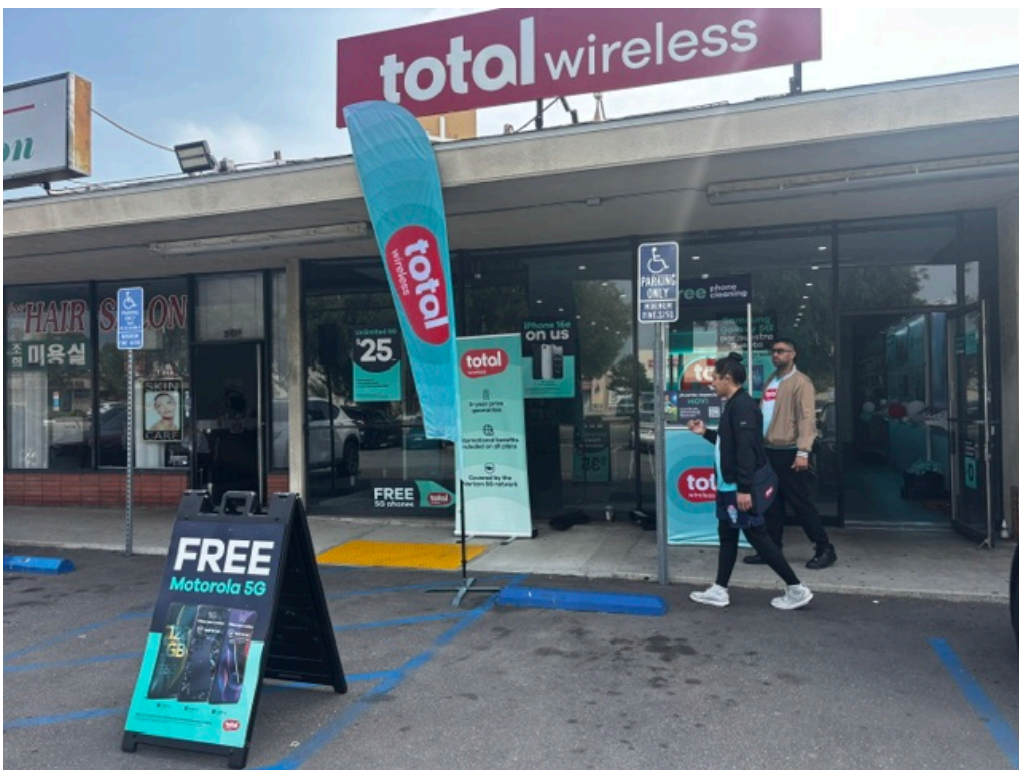


Exhibit N



[Login](#)[Home](#)[Search](#)[Forms](#)

Business Search

As of 6/13/2026 we have processed all business filings received in our office through 6/7/2026.

To file an amendment on a Business Record, search for the business, and choose File Amendment from the slide out drawer. You must be logged in to file amendments. Please click on the Log In button in the top right and log in. If you do not have an account, please create one. The credentials from the previous system did not transfer to this system.

If the business you are searching contains a special character, you must include the special character to obtain results.

Business Search Info:



Advanced ▾



No results were found for encore worldwide

Try your search again with different filters





GOVERNMENT



Alert



No search result found

Entity Search

Search > Entity Search

[Back](#)

Entity Name/Initial File No./Trade Name

encore worldwide

☐ Starts With ☒ Contains ☐ Exact Match

Entity Type

Select Entity Type ▼

Entity Status

Select Entity Status ▼

Effective Date

Start Date – End Date

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Business Search

As of 6/13/2026:

Business Filings are processed through 06/10/2026.

Renewals and Restorations (for entities returning to good standing) are processed through 06/11/2026.

To file a document or annual report/statement for an existing entity, search for the entity, select *Request Access* from the slide-out drawer, complete the questions, refresh the webpage, and select *File Subsequent Document* or *File Annual Report/Statement*.

The same process applies to order certificates and copies.

You must be logged in to file documents or order certificates and copies. Click on the Login button in the top right. If you do not have an account, create one. The credentials from the previous system did not transfer to this system.

Business Search Info:

encore worldwide



Advanced ▾



Home

Search

Forms

Try your search again with different filters
or a different search term.

Business Name:

encore worldwide

Search by:

☒ Business Name

☐ Department ID

 *The business name you entered was not found. Try your search again.*

» [Log in or create a user account](#) to create a new business filing using this name.

From: Raquel Diaz printesaesquiv@gmail.com
Subject: Lawsuit
Date: June 14, 2026 at 6:19 AM
To: macs@cobianmario.com



Hi I was wondering what came out of your demand lettter? I worked the total wireless batch right before called money grab and the FIFA. I was interested to see if you got resolution.

--
Raquel Díaz

From: macs@cobianmario.com 

Subject: Re: Lawsuit

Date: June 14, 2026 at 12:41 PM

To: Raquel Diaz printesaesquiv@gmail.com

Cc: Sean B. Gibbons Sean.Gibbons@fmglaw.com, Sharlen D. Campbell-Clements Sharlen.Campbell-Clements@fmglaw.com, Mario Cobian MACS@cobianmario.com, ethics@verizon.com, joseph.cipriano@libertymutual.com

Bcc: Mario Cobian MACS@cobianmario.com

MC

Hi. Thank you for your inquiry. Please be advised of the following:

Filed Actions:

- Superior Court of California, County of Los Angeles — Case No. [26NNCV04596](#) — *Cobian v. Encore Worldwide LLC et al.* — Filed June 10, 2026
- PAGA Notice — [LWDA-CM-1181094-26](#) — Filed June 1, 2026 with the California Labor & Workforce Development Agency

Attached is the filed complaint. You may use it as a reference to file your own individual claim.

You have two options:

Option 1 — Join the PAGA action: If you are a former co-worker who worked on the Total Wireless / Verizon activation program and wish to be included in the PAGA proceedings, please provide your full legal name, contact information, dates worked, and role. Workers similarly situated may be entitled to compensation.

Option 2 — No further contact: If you are contacting me on behalf of any defendant or their counsel, or for any purpose other than a genuine worker inquiry, be advised that all contacts from this email address are being documented and preserved as evidence in Case No. 26NNCV04596, and have been noted in the operative complaint as part of Defendants' pattern of interference with aggrieved workers. No further communication from this address will be entertained.

Please respond only if you are a genuine aggrieved worker. Otherwise, no response is necessary.

Mario A. Cobian
Plaintiff, Pro Se
Case No. 26NNCV04596
323-403-3697

From: macs@cobianmario.com
Subject: Re: Lawsuit— Verification Required
Date: June 14, 2026 at 1:17 PM
To: Raquel Diaz printesaesquiv@gmail.com
Cc: Mario Cobian MACS@cobianmario.com
Bcc: Mario Cobian MACS@cobianmario.com

MC

Raquel,

Thank you for sharing your activation records — they are very helpful and have been preserved as part of the case documentation.

You and I have documented several co-workers from the activations and Encore was sourcing for an estimated **50–150 workers** across California for the Total Wireless / Verizon program.

Here is why this matters for everyone:

Under California's PAGA law, every misclassified worker is entitled to **\$100 per day for initial violations** and **\$200 per day for each subsequent violation**. With 50–100 aggrieved workers across multiple activation dates, the estimated penalty pool is:

- **Conservative (50 workers):** $\$100\text{--}\$200 \times 50 \text{ workers} \times 60 \text{ activation days} = \text{\$300,000--\$600,000}$
- **Mid estimate (100 workers):** $\$100\text{--}\$200 \times 100 \text{ workers} \times 60 \text{ days} = \text{\$600,000--\$1,200,000}$
- **35% of that is distributed directly to aggrieved workers.** 65% to the State of California.

The more co-workers we identify and include, the stronger our collective position and the better chance we have to settle this fairly for everyone.

Please forward this to any former co-workers who worked Total Wireless / Verizon activations through Encore Worldwide — Money Grab, FIFA, Kickin' It Crew, or any other batch. **Every additional worker increases the settlement pressure significantly.**

To be included in the PAGA proceedings, each worker should send me:

1. Full legal name, mailing address, and phone number
2. All dates worked on Encore / Total Wireless / Verizon activations
3. Whether paid via 1099 or W-2
4. Whether all promised wages were paid for every shift worked

 **Important Deadline — August 5, 2026:**

Our PAGA claim was filed with the California Labor & Workforce Development Agency on June 1, 2026. Under California law, we have until **August 5, 2026** to

agents, on June 4, 2026. Under California law, we have until August 5, 2026 to formally attach the full PAGA penalty claim. Every co-worker who joins **before August 5** is included in the full penalty pool from day one.

After August 5, the combined penalty exposure for Encore Worldwide LLC and Verizon reaches an estimated **\$600,000 to \$1,800,000 in PAGA penalties alone** — of which **35% is distributed directly to aggrieved workers** under California's updated PAGA law (AB 2288, 2024).

The more workers we document before that date, the stronger the claim and the larger the worker payout. Time is working in our favor — but only if we act before August 5.

No attorney required at this stage. Once I have everything, I can upload an amended PAGA claim.

Mario A. Cobian
PAGA Claim No. LWDA-CM-1181094-26
323-403-3697

On Jun 14, 2026, at 12:48 PM, Raquel Diaz <printesaesquiv@gmail.com> wrote:

I want to join RAQUEL DIAZ

On Sunday, June 14, 2026, Raquel Diaz <printesaesquiv@gmail.com> wrote:

Hi I was wondering what came out of your demand letter? I worked the total wireless batch right before called money grab and the FIFA. I was interested to see if you got resolution.

--
Raquel Diaz

--
Raquel Diaz

From: Raquel Diaz printesaesquiv@gmail.com 
Subject: Re: Lawsuit
Date: June 14, 2026 at 12:53 PM
To: macs@cobianmario.com

RD

I have a lot more bookings too

On Sunday, June 14, 2026, Raquel Diaz <printesaesquiv@gmail.com> wrote:

Hi I was wondering what came out of your demand letter? I worked the total wireless batch right before called money grab and the FiFA. I was interested to see if you got resolution.

--

Raquel Diaz

--

Raquel Diaz

12:52



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'Total ...



Total Wireless - FiFA - Store Activation - May 1st, 2026

Inbox



Curt Wood

to Mario, Bernardo, me

Apr 29 [Details](#)



Guys!

Welcome to the Total Wireless team!

See below for important info about your upcoming shift.

Date: Friday, 5/1/26

Shift time: 1:00-5:30pm

In Store Activation: 3:00-5:00pm

Total Wireless Store Location: [1500 E Florence Ave, Los Angeles, CA 90001](#)

Team Lead: Mario: 323-403-3697

Brand Ambassador: Bernardo: 424-521-1284

Brand Ambassador: Antonio: 516-280-0315

Activation Instructions

Upon Arrival:

- Check in on the [Network Ninja](#) site. ***your shifts are still being entered this will be done before the start of your shift.***
- Introduce yourself to the store manager and let them know you'll be setting up some items and then leaving for about an hour to hand out flyers in the surrounding area to promote the store event. Ask them to keep an eye on the assets while you're out canvassing.

Run of Show



1:00 - 2:00	Arrival/Set Up	Set-up podium, feather flags, and banners. Set up money machine but do not inflate it.
2:00 - 3:00	Canvassing	Canvassing with team. Take pictures and videos in front of competitor stores. Canvas competitor stores and other high traffic areas (time permitting) Head back to store 10-15 minutes prior to store event to finish set up
3:00 - 5:00	In Store Activation	Engage, interact, and educate consumers during the funny FIFA fútbol photo moment and at the phone cleaning station & money machine.
5:00 - 5:30	Dismantle	Breakdown set-up (podium, flags, etc), organize inventory, discard trash, make sure area is clear. Team enters recap, photos & videos in Network Ninja.

Canvassing locations

- Boost [1248 E Florence Ave](#)
- Cricket - [1458 E Florence Ave](#)

Funny Fútbol Photo Experience

- Invite customers inside the store to participate
- Use your tablet to capture a headshot photo. **NOTE: You need to scroll down on the tablet to see the "take photo" button**
- Let the customer know that it takes 15-20 minutes to receive their photo via text or email

Turquoise Ticket Qualifiers

- BA MUST collect consumer information via QR code or web link
 - https://encoreww.formstack.com/forms/tw_event_qualifier

ROI Surveys

- Complete 4 ROI Surveys per store: [Survey link](#)
 - 2 during canvassing
 - 2 during the store event

Recap:

- Complete the recap (Team Lead only) before leaving the store.
 - [Network Ninja](#)



mail.google.com



12:51



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[OPEN](#)

'Total ...



LA 2/18-3/14 Updates ~ Total Wireless

Inbox



Crystal Mukai

to Crystal

Feb 25, 2018



Hi Team!

Some shift start times have been adjusted to allow for additional setup time. Please review the updated schedule below and reply “**confirmed**” to let us know you’re all set.

We still have a few opening, let us know if you are available!

Activation Instructions

Upon Arrival:

- Check in on the [Network Ninja](#) site. ***your shifts are still being entered this will be done before the start of your shift.***
- Introduce yourself to the store manager and let them know you'll be handing out flyers in the surrounding area to promote the store event. Also explain that you'll be stopping by nearby competitor locations to surprise their customers with a fun dance session in front of the store.

Run of Show

Approx. 1hr	Arrival / Set	Set-up event as defined by training. BAs to understand footprint/assets for both canvassing and event space.
		Create disruptive moments with a bold aesthetic and exciting hip-hop music to attract attention at / near Cricket and other competitor stores.
Approx. 1 hr	Canvassing	Draw consumers in with money-savings offers and impromptu breakdancing
		(BAs to arrive back at the store from canvassing 10-15 minutes prior to store event start time)
	Store Activations	Educate consumers on key Total Wireless benefits and promotions, seamlessly supporting store associates and driving plan consideration, switching, and sign-ups.
2 hrs		
Approx. 30 minutes	Dismantle	Breakdown set-up (podium, flags, etc.), organize inventory (POS), discard any trash, make sure area is clear

ROI Surveys

- Complete 4 ROI Surveys per store: [Survey link](#)

Recap:

- **Complete the recap (Team Lead only)** before leaving the store.
 - [Network Ninja](#)

⚠ *This step is very important – make sure all recap information is submitted accurately and on time.*

Uniform:

- White sneakers
- Branded T-shirt, sweatpants, sweatshirt



12:51



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'Total ...



EncoreWW - Total Wireless - Activation Details: 2/27/26 - (Panorama City) [Inbox](#)



Curt Wood

to Crystal, me, christhomascox, +1
Feb 26 [Details](#)



This message has been modified to fit your screen. Tap here to show original.

(Sending on behalf of Crystal Mukai)

Welcome to the Total Wireless team! See below for important info about your shift tomorrow.

Date: Friday, 2/27/2026

Shift time: 1:00pm - 5:30pm

Total Wireless Store Location:

8401 Van Nuys Blvd

Panorama City, CA 91402

Team Lead:

Mel: 818-288-1495

Brand Ambassadors:

Chris: 706-832-1812

Antonio: 516-280-0315

Breakdancer:

Jason Sensation: 818-290-0836

Activation Instructions

Upon Arrival:



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12:51



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'Total ...



Total Wireless - 3.6.26 - Fontana

Inbox



Curt Wood

to Crystal, publicnjs, me, +1

Mar 5 [Details](#)



Welcome to the Total Wireless team! See below for important info about your upcoming activation!

Date: 3/6/26

Shift time: 11:30am - 3:30pm

Total Wireless Store Location:

10012 Sierra Ave

Fontana, CA 92335

Team Lead:

Andre Baldwin: 909-251-1273 - publicnjs@gmail.com

Brand Ambassadors:

Arlee Aguirre: 909-551-6622 - arleelaguirre@gmail.com

Raquel Diaz: 909-487-4589 - printesaesquiv@gmail.com

Breakdancer: Chris Ebiya 348-948-0519

Activation Instructions

Upon Arrival:

- Check in on the [Network Ninja](#) site. ***your shifts are still being entered this will be done before the start of your shift.***
- Introduce yourself to the store manager and let them know you'll be handing out flyers in the surrounding area to promote the store event. Also explain that you'll be stopping by nearby competitor locations to surprise their customers with a fun dance session in front of the store.

Run of Show



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12:51





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'Total ...



Total Wireless - 3/7/26 - San Pedro St. Los Angeles

Inbox



Curt Wood

to Crystal, roseittnerba, me, +1

Mar 5 [Details](#)



Welcome to the Total Wireless team! See below for important info about your upcoming shift.

Date		
Saturday, March 7		
Shift Time		
9:00 AM - 1:30 PM		
Total Wireless Location		
2530 S San Pedro St	Los Angeles	CA
Team Lead		
Rose Ittner	612-814-5735	roseittnerba@yahoo.com
Brand Ambassador		
Krystina Tasker	323-557-0135	krystinatasker@yahoo.com
Antonio Liranzo	516-280-0315	printesaesquiv@gmail.com
Breakdancer		
Christopher		

Christopner
Nguyen

(703) 655-9811

Activation Instructions

Upon Arrival:



mail.google.com



Home

Search

Forms

Help

Business Search

Access records for California Corporations, Limited Liability Companies (LLCs), and Limited Partnerships (LPs). Quickly retrieve public filings with free PDF copies of over **17 million** business documents.

Filing a Statement of Information, Amendment, or Termination & Ordering Certified Copies or Certificates

- 1 [Create a bizfile online account or login](#) to your existing **bizfile** Online account.
- 2 Navigate back to the Search page, then locate and select the entity using the search tool below.
- 3 Click **File Amendment** or **File Statement of Information** or **Request Certificate** in the right-hand detail drawer.
- 4 Complete your request online.

Need help? For more information, see the [Help Guide](#) or [Video Library](#). To contact the California Secretary of State's office, view the [Contact Information](#). For information on **access requests**, see the [Account Access Guide](#).

What's Included in Search

Corporations, Limited Liability Companies (LLCs), Limited Partnerships (LPs), and Nonprofit Corporations.

PDF copies of recent **Statements of Information** and other filings.

Distinguishable entity names to be checked for name availability.

Search does not cover Limited Liability Partnerships (LLPs) or General Partnerships (GPs). To obtain copies of Limited Liability Partnership (LLP) or General Partnership (GP) filings, submit the paper [Business Entity Records Order Form](#).

Search Tips

Search by **entity name** or **entity number** (remove "C" from number).

Performs a "keyword" search.

Results limited to the **500 closest matches**.

Advanced Search

Use for **Publicly Traded Disclosure** Search.

Refine search by specific entity type or grouping (e.g., Nonprofit Mutual Benefit Corporation or All Corporations), entity status, and/or Initial Filing Date range.

Begins with filter for refined queries.

View **more than the 500 default** results.

Important Notes

Disclaimer: All information provided "as is." The data provided is not a complete or certified

[Library](#). To contact the California Secretary of State's office, view the [Contact Information](#).

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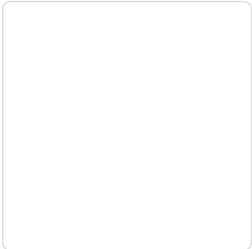
encore worldwide



Advanced ▾

Results: 1

Entity Information ▾	Initial Filing Date ▾	Status ▾	Entity Type ▾	Formed In ▾	Agent ▾
ENCORE WORLDWIDE TRANSPORTATION INC. (3410409) >	09/16/2011	Suspended - FTB	Stock Corporation - CA - General	CALIFORNIA	S TIM FAQUIRYAN



#248 / 837 Marketing/Ad/PR Agency

Encore Worldwide

Premium In-Network Company



OVERVIEW (/COMPANIES/ENCORE-WORLDWIDE/OVERVIEW)

2

REVIEWS (/COMPANIES/ENCORE-WORLDWIDE/REVIEWS)



PAYSCALE (/COMPANIES/ENCORE-WORLDWIDE/PAYSCALE)

39

CURRENT JOBS (/COMPANIES/ENCORE-WORLDWIDE/CURRENTJOBS)

96

TH Jobs Posted

Activation, Field or BA Manager-Wireless Company

ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

(/companies/encore-worldwide/overview)

Fri, May 29 - on-going 1 \$ 45.00 / Hour 28.9 miles - Santa Ana, CA

View Details (/companies/encore-worldwide/currentJobs/activation-field-or-ba-manager-santa-ana-california--1499056568)

I'm Interested

Brand Ambassador-Wireless Company



ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

(/
companies/
encore-
worldwide/
overview)

📅 Sat, May 30 - on-going 👤 2 💰 \$ 45.00 / Hour 📍 373.6 miles - Napa, CA

[View Details \(/companies/encore-worldwide/currentJobs/brand-ambassador-napa-california--1501233807\)](/companies/encore-worldwide/currentJobs/brand-ambassador-napa-california--1501233807)

I'm Interested

Brand Ambassador



ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

(/
companies/
encore-
worldwide/
overview)

📅 Mon, Jun 01 - on-going 👤 1 💰 \$ 35.00 / Hour 📍 1952.1 miles - Westland, MI

[View Details \(/companies/encore-worldwide/currentJobs/brand-ambassador-westland-michigan--1501214041\)](/companies/encore-worldwide/currentJobs/brand-ambassador-westland-michigan--1501214041)

I'm Interested

Brand Ambassador-Wireless Company



ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

(/
companies/
encore-
worldwide/
overview)

📅 Mon, Jun 01 - Mon, Jun 01 👤 2 💰 \$ 35.00 / Hour 📍 2305.9 miles - Baltimore, MD

[View Details \(/companies/encore-worldwide/currentJobs/brand-ambassador-baltimore-maryland--1496778105\)](/companies/encore-worldwide/currentJobs/brand-ambassador-baltimore-maryland--1496778105)

I'm Interested

Brand Ambassador-Wireless Company



(/
companies/
encore-
worldwide/
overview)

ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

📅 Mon, Jun 01 - Mon, Jun 01 👤 3 💰 \$ 45.00 / Hour 📍 22.5 miles - Los Angeles, CA

[View Details \(/companies/encore-worldwide/currentJobs/brand-ambassador-los-angeles-california--1501211877\)](/companies/encore-worldwide/currentJobs/brand-ambassador-los-angeles-california--1501211877)

I'm Interested

Brand Ambassador-Wireless Company 🔗

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worldwide/
overview)

ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

📅 Mon, Jun 01 - Mon, Jun 01 👤 4 💰 \$ 45.00 / Hour 📍 119.8 miles - Chula Vista, CA

[View Details \(/companies/encore-worldwide/currentJobs/brand-ambassador-chula-vista-california--1497937761\)](/companies/encore-worldwide/currentJobs/brand-ambassador-chula-vista-california--1497937761)

I'm Interested

Brand Ambassador-Wireless Company 🔗

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worldwide/
overview)

ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

📅 Mon, Jun 01 - Mon, Jun 01 👤 4 💰 \$ 45.00 / Hour 📍 217.3 miles - Las Vegas, NV

[View Details \(/companies/encore-worldwide/currentJobs/brand-ambassador-las-vegas-nevada--1497937751\)](/companies/encore-worldwide/currentJobs/brand-ambassador-las-vegas-nevada--1497937751)

I'm Interested

Brand Ambassador-Wireless Company 🔗

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worldwide/
overview)

ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

companies/
encore-
worldwide/
overview)

 Mon, Jun 01 - Mon, Jun 01  4  \$ 45.00 / Hour  218.2 miles - Las Vegas, NV

[View Details \(/companies/encore-worldwide/currentJobs/brand-ambassador-las-vegas-nevada--1497937750\)](/companies/encore-worldwide/currentJobs/brand-ambassador-las-vegas-nevada--1497937750)

[I'm Interested](#)

Brand Ambassador-Wireless Company

ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

(/
companies/
encore-
worldwide/
overview)

 Mon, Jun 01 - Mon, Jun 01  4  \$ 45.00 / Hour  319.3 miles - Stockton, CA

[View Details \(/companies/encore-worldwide/currentJobs/brand-ambassador-stockton-california--1497937764\)](/companies/encore-worldwide/currentJobs/brand-ambassador-stockton-california--1497937764)

[I'm Interested](#)

Brand Ambassador-Wireless Company

ENCORE WORLDWIDE (/companies/encore-worldwide/overview) ★ ★ ★ ★ ☆ 4.3 Overall 2 Reviews

(/
companies/
encore-
worldwide/
overview)

 Mon, Jun 01 - Mon, Jun 01  4  \$ 45.00 / Hour  329.1 miles - Lodi, CA

[View Details \(/companies/encore-worldwide/currentJobs/brand-ambassador-lodi-california--1497937762\)](/companies/encore-worldwide/currentJobs/brand-ambassador-lodi-california--1497937762)

[I'm Interested](#)

1 2 (/companies/encore-worldwide/currentJobs?
offset=10&max=10&partial=true) 3 (/companies/encore-
worldwide/currentJobs?offset=20&max=10&partial=true) 4

**(/companies/encore-worldwide/currentJobs?
offset=30&max=10&partial=true) > (/companies/encore-
worldwide/currentJobs?offset=10&max=10&partial=true)**



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Mario Cobian 



#249 / 841 Marketing/Ad/PR Agency

Encore Worldwide  Premium In-Network Company



OVERVIEW

2

REVIEWS



PAYSCALE

3

CURRENT JOBS

99

TH Jobs Posted



Brand Ambassador-Wireless Company 

ENCORE WORLDWIDE

★★★★☆ 4.3 Overall 2 Reviews

 Sat, Jun 13 - Sun, Jun 14

 4

 \$ 40.00 / Hour

 2285.2 miles - Washington, DC

View Details

I'm Interested



Brand Ambassador 

ENCORE WORLDWIDE

★★★★☆ 4.3 Overall 2 Reviews

 Mon, Jun 01 - on-going

 1

 \$ 35.00 / Hour

 1952.1 miles - Westland, MI

View Details

I'm Interested



Activation, Field or BA Manager-Signal Tobacco 

ENCORE WORLDWIDE

★★★★☆ 4.3 Overall 2 Reviews

 Wed, May 13 - Sun, Aug 09

 2

 \$ 360.00 / Day

 652.8 miles - Albuquerque, NM

View Details

I'm Interested



Blake J. Russum
D 650.780.1605
Blake.russum@ropers.com
Norman Lau
D 650.780.1630
Norman.lau@ropers.com
Mona Aghazadeh-Sanaei
d 650.780.1685
mona.sanaei@ropers.com

535 Middlefield Road
Suite 245
Menlo Park, CA 94025
o 650.364.8200
f 650.780.1701
ropers.com

June 26, 2026

Via E-Mail and U.S. Mail

macs@cobianmario.com

Mario A. Cobian
844 Sunset Blvd
Arcadia, CA 91007

Re: *Mario A. Cobian v. Encore Worldwide, LLC, et al.*
Los Angeles Superior Court Case No. 26NNCV04596

Dear Mr. Cobian:

Please be advised that this law office has been retained as legal counsel for LM Insurance Corporation in connection with the above-referenced lawsuit you have filed against Encore Worldwide, LLC, Cellco Partnership d/b/a Verizon Wireless, Freeman Mathis & Gary, LLP, and Liberty Mutual Insurance Corporation.

Please immediately cease and desist all communications with LM Insurance Corporation's representatives, including, but not limited to, any and all telephone calls, e-mails, and letters, to Joseph Cipriano, Lisa Schwab, Nestor Ramirez, Michael DiRusso, Nora Marantz, David Cain, or anyone else at LM Insurance Corporation in connection with this matter and your allegations against LM Insurance Corporation. Any and all communications concerning your lawsuit and contentions against LM Insurance Corporation must be directed to the law firm of Ropers Majeski PC, which, again, has been retained to represent LM Insurance Corporation's interests in this matter.

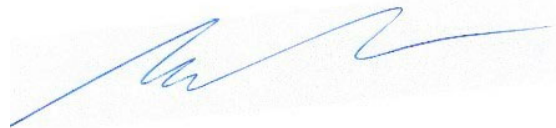
Please be advised that, should you fail to immediately comply with this cease and desist letter, our office will take any and all necessary steps to protect LM Insurance Corporation's representatives and claims personnel, including, but not limited to, the initiation of legal action to prevent any further direct communication.

As set forth above, our office will be your direct contact in connection with your lawsuit. We trust that you will immediately cease any and all further communications with LM Insurance Corporation's representatives now that the company has retained legal counsel.

Please be further advised that LM Insurance Corporation continues to reserve any and all rights under law, and in equity, in connection with this matter. We will be in contact with you shortly to meet and confer on the allegations you are making against LM Insurance Corporation, and the company's responses to same.

Sincerely,

Ropers Majeski PC



Blake J. Russum

Norman Lau

Mona Aghazadeh-Sanaei

BJR/NL/MAS

4905-2107-3079.1

From: MACS@cobianmario.com
Subject: \$115,000,000 GLOBAL DEMAND: Encore, Cellco/Verizon, LM Insurance Corp, FMG - Notice of Revocation of \$10M Framework (Case No. 26NNCV04596)
Date: June 25, 2026 at 10:31 PM
To: Sean B. Gibbons Sean.Gibbons@fmglaw.com, Sharlen D. Campbell-Clements Sharlen.Campbell-Clements@fmglaw.com, Mario Cobian MACS@cobianmario.com
Cc: joseph.cipriano@libertymutual.com, lisa.schwab@libertymutual.com, nestor.ramirez@libertymutual.com, michael.dirusso@libertymutual.com, nora.marantz@libertymutual.com, david.cain@libertymutual.com, ethics@verizon.com, security.issues@verizon.com, heywood.mcgufee@verizonwireless.com, joseph.ruggiero@verizon.com, micki.chen@verizon.com, john.frantz@verizon.com
Bcc: Mario Cobian MACS@cobianmario.com

Dear Counsel and Corporate Representatives for All Defendants,

Please be advised that Plaintiff's previous settlement framework—including the \$10,000,000 Binding Term Sheet and the associated \$5,000,000 weekly escalation—is **hereby formally revoked and withdrawn, effective immediately**. Defendants have consistently failed to engage in timely, good-faith negotiations. Plaintiff is no longer willing to extend discounted pre-litigation off-ramps.

The non-negotiable global demand to resolve all claims against Encore Worldwide LLC, Cellco Partnership d/b/a Verizon Wireless, LM Insurance Corporation, and Freeman Mathis & Gary, LLP is now \$115,000,000.

This figure reflects the aggregate statutory, punitive, and insurance bad-faith exposure documented in the operative complaint.

Furthermore, Plaintiff will intentionally withhold formal service of process upon Defendants until closer to the November 18, 2026, Order to Show Cause deadline. This strategic delay will ensure that the active California Department of Insurance (Case No. 26CW010876), EDD, FTB, and federal Department of Labor investigations are afforded ample time to execute their forensic audits into Defendants' operations before civil discovery commences.

Govern yourselves accordingly.

Mario A. Cobian
Plaintiff, In Pro Per
(323) 403-3697
macs@cobianmario.com

From: macs@cobianmario.com
Subject: \$115,000,000 GLOBAL DEMAND: Notice of Revocation of \$10M Framework (Case No. 26NNCV04596)
Date: June 25, 2026 at 10:28 PM
To: Sean B. Gibbons Sean.Gibbons@fmglaw.com
Cc: Sharlen D. Campbell-Clements Sharlen.Campbell-Clements@fmglaw.com, Mario Cobian MACS@cobianmario.com
Bcc: Mario Cobian MACS@cobianmario.com

MC

Mr Gibbons,

Please be advised that Plaintiff's previous settlement framework—including the \$10,000,000 Binding Term Sheet and the associated \$5,000,000 weekly escalation—is **hereby formally revoked and withdrawn, effective immediately**. Defendants have consistently failed to engage in timely, good-faith negotiations. Plaintiff is no longer willing to extend discounted pre-litigation off-ramps.

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Govern yourselves accordingly.

Mario A. Cobian
Plaintiff, In Pro Per
(323) 403-3697
macs@cobianmario.com

From: MACS@cobianmario.com
Subject: \$115M to \$200M–\$300M GLOBAL DEMAND IF NOT SETTLED IMMEDIATELY: Encore Worldwide LLC, Cellco Partnership dba Verizon Wireless, LM Insurance Corporation, Freeman Mathis & Gary LLP (Case No. 26NNCV04596)
Date: June 28, 2026 at 6:51 PM
To: Sean B. Gibbons Sean.Gibbons@fmglaw.com, joseph.ruggiero@verizon.com, mona.sanaei@ropers.com, blake.russum@ropers.com, norman.lau@ropers.com
Cc: Sharlen D. Campbell-Clements Sharlen.Campbell-Clements@fmglaw.com, Mario Cobian MACS@cobianmario.com, heywood.mcguffee@verizonwireless.com, ethics@verizon.com, security.issues@verizon.com, micki.chen@verizon.com, john.frantz@verizon.com

MC

Dear Counsel and Corporate Representatives for All Defendants,

The settlement figures provided herein do not reflect the full scope of exposure should additional parties require joinder to this action. This communication is being transmitted simultaneously to Verizon legal executives, Freeman Mathis & Gary LLP (counsel for Encore Worldwide and for FMG), and to Ropers Majeski PC (counsel for LM Insurance Corporation).

SECTION 1: PARTIES SUBJECT TO THIS ACTION — CURRENT AND PENDING

Currently named defendants (1–4), then pending joinder:

1. Encore Worldwide LLC
2. Cellco Partnership dba Verizon Wireless
3. LM Insurance Corporation
4. Freeman Mathis & Gary LLP

then pending joinder:

5. **Liberty Mutual Holding Company (MA) — parent and alter ego of LM Insurance Corporation**
6. **Verizon Communications Inc.** — Chief architect, direct written notice on file from May 20, 2026 through present, delivered to Heywood McGuffee (Sr. Manager, Experiential Marketing, Verizon Wireless), six named senior Verizon legal personnel, and via ethics@verizon.com and security.issues@verizon.com, with zero substantive response over 39+ days

SECTION 2: SETTLEMENT FRAMEWORK AND IMMEDIATE CONFIRMATION REQUIRED

Track A: \$30M (LM only) / Track B: \$60M (global, all four defendants). Deadline July 3, 2026 at 5:00 PM PDT.

What is required immediately is one sentence: the relevant authorized party has confirmed settlement on Track A or Track B. No counteroffer. No dialogue. No delay. Terms can be finalized after the number is confirmed.

If that confirmation is not received promptly, Plaintiff will rescind both tracks, proceed with joinder of parties 5 and 6, and escalate to \$200,000,000–\$300,000,000. **Freeman Mathis & Gary LLP and Ropers Majeski PC will bear full responsibility for that escalation.**

Respectfully,

Mario A. Cobian
Plaintiff, In Pro Per
(323) 403-3697
macs@cobianmario.com

From: macs@cobianmario.com
Subject: \$30M/\$60M OFFERS RESCINDED — NEW DEMAND \$200M–\$300M: Liberty Mutual Holding Company and Verizon Communications Inc. Added as Defendants (Case No. 26NNCV04596)
Date: June 29, 2026 at 9:42 AM
To: Sean B. Gibbons Sean.Gibbons@fmglaw.com, joseph.ruggiero@verizon.com, mona.sanaei@ropers.com, blake.russum@ropers.com, norman.lau@ropers.com, Mario Cobian MACS@cobianmario.com
Cc: Charlen D. Campbell-Clements Charlen.Campbell-Clements@fmglaw.com, heywood.mcgufee@verizonwireless.com, ethics@verizon.com, security.issues@verizon.com, micki.chen@verizon.com, john.frantz@verizon.com

MC

Dear Counsel and Corporate Representatives for All Defendants,

While your team has chosen to ignore or delay responding to my correspondence, we will be submitting our Second Amended Complaint adding Liberty Mutual Holding Company and Verizon Communications Inc. as defendants. Congratulations on the upgrade.

Your willful disregard — and the continued failure of LM Insurance Corporation, Encore, FMG and Verizon Wireless, and its parent entities to resolve this matter — has made this escalation not only necessary but inevitable.

Effective immediately, our global settlement demand is \$200,000,000. Following the PAGA enforcement window (August 5, 2026) and/or any CDI investigation findings, that figure escalates to \$300,000,000 with no further off-ramps offered.

Regards,
Mario A. Cobian
Plaintiff, In Pro Per
(323) 403-3697
macs@cobianmario.com

On Jun 28, 2026, at 6:51 PM, macs@cobianmario.com wrote:

Dear Counsel and Corporate Representatives for All Defendants,

The settlement figures provided herein do not reflect the full scope of exposure should additional parties require joinder to this action. This communication is being transmitted simultaneously to Verizon legal executives, Freeman Mathis & Gary LLP (counsel for Encore Worldwide and for FMG), and to Ropers Majeski PC (counsel for LM Insurance Corporation).

SECTION 1: PARTIES SUBJECT TO THIS ACTION — CURRENT AND PENDING

Currently named defendants (1–4), then pending joinder:

1. Encore Worldwide LLC
2. Cellco Partnership dba Verizon Wireless
3. LM Insurance Corporation
4. Freeman Mathis & Gary LLP

then pending joinder:

5. **Liberty Mutual Holding Company (MA) — parent and alter ego of LM Insurance Corporation**
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What is required immediately is one sentence: the relevant authorized party has confirmed

settlement on Track A or Track B. No counteroffer. No dialogue. No delay. Terms can be finalized after the number is confirmed.

If that confirmation is not received promptly, Plaintiff will rescind both tracks, proceed with joinder of parties 5 and 6, and escalate to \$200,000,000–\$300,000,000. **Freeman Mathis & Gary LLP and Ropers Majeski PC will bear full responsibility for that escalation.**

Respectfully,

Mario A. Cobian
Plaintiff, In Pro Per
(323) 403-3697
macs@cobianmario.com

From: Curt Wood curt.wood@encoreww.com 
Subject: Total Wireless Q2 FIFA
Date: April 16, 2026 at 6:38 AM
To: Mario Cobian macs@cobianmario.com

CW

Good morning, Mario.

It was great meeting you yesterday. I think your attitude and experience would be great on this program.

Thank you for filling out your availability and store selections.

I would like you to be a Team Lead on the Q2 Total Wireless FIFA Activation for Los Angeles.

Team Lead would help lead the activations each day.

Responsibilities include:

- Picking up and transporting assets to activations.
- Confirming Brand Ambassador attendance day of activation.
- Pre-Event Meet and Greet with Store Manager, on-duty manager.
- Full Activation Set Up (1 hour)
- Team Canvassing (1 hour)
- Store Activation (2 hours)
- Break Down (20 minutes) (pack up, collect uniforms)
- Event Recap (10 minutes) (includes consumer comments/feedback and high-quality photos)
- Returning assets to storage (wash uniforms) after weekend activations and update inventory sheet.

Team Lead Activation Hourly: \$45/hr (4.5 hours each activation)

Training Sessions: \$30 flat (typically 30 - 45 minutes)

Flat Mileage Stipend: \$30

Flat Travel Time Stipend: \$30

Storage Organization/shipping assets: \$30/hr as scheduled

Please complete the following link with paperwork as soon as you are able.

https://docs.google.com/forms/d/e/1FAIpQLSdxC94HztXdsdOD26G_EICev5wqUuwRH58M2RmwiolBK-wZg/viewform?usp=sharing&oid=100376017787532021598

I also may have some hourly work counting inventory at storage and shipping assets Friday and/or Saturday @ \$30/hr

Curt



Curt Wood

Activation Manager | Encore Worldwide LLC

☎ 602-740-6461

✉ curt.wood@encoreww.com

🌐 www.encoreww.com



FORENSIC AUDIT REPORT: TRUSTEDHERD.COM RECRUITMENT AND JOB POSTING ANALYSIS

SUPPORTING EXHIBIT FOR IRS FORM 211 WHISTLEBLOWER SUBMISSION

Date: July 3, 2026

Submitted By: Mario A. Cobian

Target Entities: Verizon Communications Inc., Cellco Partnership dba Verizon Wireless, Verizon Sourcing LLC, and Encore Worldwide LLC

Related Action: *Cobian v. Encore Worldwide LLC et al.*, Los Angeles Superior Court, Case No. 26NNCV04596

I. Introduction & Methodological Integrity

This audit report compiles, aggregates, and deduplicates active recruitment data published by Encore Worldwide LLC ("Encore") on the industry-standard third-party staffing platform TrustedHerd. This analysis covers active job postings deployed on behalf of Verizon Communications Inc. and Cellco Partnership dba Verizon Wireless (collectively, "Verizon") between May and August 2026.

To maintain strict evidentiary integrity and eliminate any potential double-counting, every listing has been systematically filtered and cross-referenced against five independent baseline parameters:

1. Unique job identification numbers / direct platform URLs.
2. Specific program titles and corporate classifications (e.g., "Wireless Company," "Total Wireless," "Signal Tobacco").
3. Fixed temporal parameters (active, non-overlapping start/end dates).
4. Distinct geographical coordinates and precise physical store addresses.
5. Expressly assigned headcount allocations per recruitment module.

The resulting data set maps a coordinated, nationwide workforce deployment strategy. This empirical data demonstrates that the worker misclassification and resulting federal

payroll tax evasion detailed in the primary memorandum are systemic and programmatic across ten separate state jurisdictions.

II. Summary of Aggregated National Findings

Region / State	Unique Campaigns	Documented Job Postings (Headcount)	Corporate Program Association	Statutory Insurance Status
California (CA)	4	129 positions	Verizon Wireless / Total Wireless	UNINSURED (Verified No CA Policy)
Nevada (NV)	7	26 positions	Verizon Wireless / Signal Tobacco	UNINSURED (Verified No State Registry)
Washington (DC)	1	4 positions	Wireless Company	UNINSURED (Verified No State Registry)
Maryland (MD)	2	4 positions	Wireless Company	UNINSURED (Verified No State Registry)
Michigan (MI)	2	4 positions	Total Wireless / Brand Ambassador	UNINSURED (Verified No State Registry)
New Jersey (NJ)	1	4 positions	Wireless Company	UNINSURED (Out-of-State Shell Handling)
Pennsylvania (PA)	2	6 positions	Wireless Company	UNINSURED (Out-of-State Shell Handling)
Florida (FL)	2	6 positions	Total Wireless / Wireless Company	UNINSURED (Out-of-State Shell Handling)
Georgia (GA)	1	3 positions	Total Wireless Program	Domestic Registered Domicile
New Mexico (NM)	1	2 positions	Signal Tobacco Program	UNINSURED (Verified No State Registry)

GRAND TOTALS	23 Campaigns	188 Unique Positions	Unified Verizon Account	Systemic Tax & Regulatory Evasion
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III. Itemized California Data Ledger

Campaign A: The Synchronized Municipal Rollout (Wireless Company)

- **Operational Status:** Active / Ongoing.
- **Worker Classification:** Independent Contractor (1099 Misclassification).
- **Financial Parameters:** \$35.00 / Hour.
- **Geographical Footprint & Assigned Headcount Matrix:**
 - *San Diego, CA:* 8 Unique Positions.
 - *Stockton, CA:* 8 Unique Positions.
 - *Oakland, CA:* 8 Unique Positions.
 - *Sacramento, CA:* 8 Unique Positions.
 - *Fairfield, CA:* 8 Unique Positions.
 - *El Monte, CA:* 8 Unique Positions.
 - *Los Angeles, CA:* 8 Unique Positions.
 - *Riverside, CA:* 8 Unique Positions.
 - *Moreno Valley, CA:* 8 Unique Positions.
 - **Campaign A Subtotal: 72 Unique Positions**

Campaign B: Mid-May Programmatic Activations (Wireless Company)

- **Operational Status:** Fixed Cycle / Ongoing.
- **Worker Classification:** Independent Contractor (1099 Misclassification).

- **Geographical Footprint & Assigned Headcount Matrix:**
 - *San Francisco, CA* (Active May 09 – Jun 27 | \$225.00 / Day): 3 Unique Positions.
 - *San Diego, CA* (Active May 16 – Ongoing | \$35.00 / Hour): 4 Unique Positions.
 - *Santa Rosa, CA* (Active May 16 – Ongoing | \$35.00 / Hour): 2 Unique Positions.
 - **Campaign B Subtotal: 9 Unique Positions**

Campaign C: Late-May / June Rate Escalations & Target Expansions

- **Operational Status:** Single-Day & Rolling Window Activations.
- **Worker Classification:** Independent Contractor (1099 Misclassification).
- **Geographical Footprint & Assigned Headcount Matrix:**
 - *Santa Ana, CA* (Active May 29 | Field Manager | \$45.00 / Hour): 1 Unique Position.
 - *Napa, CA* (Active May 30 | Brand Ambassador | \$45.00 / Hour): 2 Unique Positions.
 - *San Francisco, CA* (Active Jun 01 | Brand Ambassador | ID: 1497937760 | \$45.00 / Hour): 4 Unique Positions.
 - *San Francisco, CA* (Active Jun 01 | Brand Ambassador | ID: 1497937755 | \$45.00 / Hour): 4 Unique Positions.
 - *West Sacramento, CA* (Active Jun 01 | Brand Ambassador | \$45.00 / Hour): 4 Unique Positions.
 - *Los Angeles, CA* (Active Jun 01 | Brand Ambassador | \$45.00 / Hour): 3 Unique Positions.
 - *Chula Vista, CA* (Active Jun 01 | Brand Ambassador | \$45.00 / Hour): 4 Unique Positions.
 - *Stockton, CA* (Active Jun 01 | Brand Ambassador | \$45.00 / Hour): 4 Unique Positions.
 - *Lodi, CA* (Active Jun 01 | Brand Ambassador | \$45.00 / Hour): 4 Unique Positions.

- *South Gate, CA* (Active Jun 06 | Brand Ambassador | \$40.00 / Hour): 3 Unique Positions.
- *Hawaiian Gardens, CA* (Active Jun 06 | Brand Ambassador | \$40.00 / Hour): 2 Unique Positions.
- *San Diego, CA* (Active Jun 06 | Brand Ambassador | \$40.00 / Hour): 3 Unique Positions.
- *San Francisco, CA* (Active Jun 06 | Brand Ambassador | \$38.00 / Hour): 3 Unique Positions.
- *Sacramento, CA* (Active Jun 06 | Brand Ambassador | \$39.00 / Hour): 3 Unique Positions.
- **Campaign C Subtotal: 44 Unique Positions**

Campaign D: June 22nd Field Operations Logistical Network

- **Operational Status:** Continuous / Structural Field Maintenance.
- **Worker Classification:** Independent Contractor (1099 Misclassification).
- **Financial Parameters:** \$30.00 / Hour.
- **Geographical Footprint & Assigned Headcount Matrix:**
 - *Sacramento, CA* (Physical Asset Storage Hub: 6900 Franklin Blvd): 1 Dedicated Lead.
 - *San Francisco, CA* (Physical Asset Storage Hub: 1700 Egbert Ave): 1 Dedicated Lead.
 - *San Diego, CA* (Physical Asset Storage Hub: 6360 Miramar Rd): 1 Dedicated Lead.
 - *Norwalk, CA* (Physical Asset Storage Hub: 10950 Firestone Blvd): 1 Dedicated Lead.
 - **Campaign D Subtotal: 4 Unique Positions**



Total Unique California Audit Headcount: 129 Workers

IV. Itemized Nationwide Data Ledger (Outside CA)

Region 1: The Nevada (NV) Market Core

- **Worker Classification:** Independent Contractor (1099 Misclassification).
- **Geographical Footprint & Assigned Headcount Matrix:**
 - *Las Vegas, NV* (Active May 01 – Ongoing | Wireless Company | \$35.00 / Hour): 8 Positions.
 - *Las Vegas, NV* (Active May 16 – Ongoing | Wireless Company | \$35.00 / Hour): 4 Positions.
 - *Las Vegas, NV* (Active Jun 01 | Brand Ambassador | Listing A | \$45.00 / Hour): 4 Positions.
 - *Las Vegas, NV* (Active Jun 01 | Brand Ambassador | Listing B | \$45.00 / Hour): 4 Positions.
 - *Las Vegas, NV* (Active Jun 06 – Ongoing | Brand Ambassador | \$40.00 / Hour): 3 Positions.
 - *Las Vegas, NV* (Active Jun 22 | Logistics Hub: 6175 W Tropicana Ave | \$30.00 / Hour): 1 Position.
 - *Las Vegas, NV* (Active Jul 10 – Jul 11 | Trade Show Model | \$60.00 / Hour): 2 Positions.
 - **Nevada Regional Subtotal: 26 Unique Positions**

Region 2: East Coast & Mid-Atlantic Footprint

- **Worker Classification:** Independent Contractor (1099 Misclassification).
- **Geographical Footprint & Assigned Headcount Matrix:**
 - *Washington, DC* (Active Jun 13 – Jun 14 | Wireless Company | \$40.00 / Hour): 4 Positions.
 - *Baltimore, MD* (Active Jun 01 – Ongoing | Wireless Company | \$35.00 / Hour): 2 Positions.
 - *Baltimore, MD* (Active Jun 12/Jun 22 – Ongoing | Bilingual Spanish | \$40.00 / Hour): 2 Positions.
 - *Jersey City, NJ* (Active Jul 04 | Wireless Company | \$50.00 / Hour): 4 Positions.

- *Philadelphia, PA* (Active Jul 04 | Wireless Company | \$45.00 / Hour): 2 Positions.
- *Philadelphia, PA* (Active Aug 10 – Aug 15 | Wireless Company | \$55.00 / Hour): 4 Positions.
- **East Coast Regional Subtotal: 18 Unique Positions**

Region 3: Midwest, South & Southwest Matrix

- **Worker Classification:** Independent Contractor (1099 Misclassification).
- **Geographical Footprint & Assigned Headcount Matrix:**
 - *Atlanta, GA* (Active May 01 – Ongoing | Total Wireless Program | \$35.00 / Hour): 3 Positions.
 - *Detroit, MI* (Active May 01 – Ongoing | Total Wireless Program | \$35.00 / Hour): 3 Positions.
 - *Westland, MI* (Active Jun 01 – Ongoing | Brand Ambassador | \$35.00 / Hour): 1 Position.
 - *Orlando, FL* (Active May 01 – Ongoing | Total Wireless Program | \$35.00 / Hour): 3 Positions.
 - *Greenacres, FL* (Active Jul 04 | Wireless Company | \$45.00 / Hour): 3 Positions.
 - *Albuquerque, NM* (Active May 13/15 – Aug 09 | Tobacco Program | \$360.00 / Day): 2 Positions.
 - **Regional Footprint Subtotal: 15 Unique Positions**

 **Total Unique Outside-CA Audit Headcount: 59 Workers**

V. Federal Tax and Statutory Evasion Implications

The mathematical and structural findings compiled in this audit report establish a clean baseline for the IRS Whistleblower Office to prioritize a full corporate tax investigation based on the following federal violations:

1. **Systemic FICA/FUTA Omission:** By processing a baseline of **188 unique worker positions** across 10 states as independent contractors rather than W-2

employees, Encore and Verizon systematically avoided the mandatory 6.2% Social Security and 1.45% Medicare employer-side FICA tax contributions, along with federal unemployment (FUTA) tax assessments.

2. **Willful Operational Continuity:** Despite receiving direct, formal legal notices detailing these specific compliance failures on **May 21, 2026**, the target entities did not halt or restructure their non-compliant operations. Instead, they executed a short-term digital data deletion from TrustedHerd around May 30 to obscure their operational footprint, subsequently expanding the identical worker configuration into multiple new state jurisdictions through July and August 2026.
3. **The Joint-Employer Liability Snap-Back:** Because Encore Worldwide LLC operates through non-compliant corporate shells with zero verified state-level workers' compensation insurance coverage in the active fields of operation, the legal insulation collapses. Under joint-employer guidelines and corresponding state statutes, the underlying multi-state employment tax liabilities, structural interest accruals, and statutory **75% Civil Fraud Penalties under 26 U.S.C. § 6663** snap back directly onto the primary corporate balance sheet of Verizon Communications Inc.

ENTERPRISE EXPOSURE & REGULATORY MATRIX

Cobian v. Encore Worldwide LLC, et al. | LASC Case No. 26NNCV04596

1. THE REGULATORY STACK (LIABILITY FLOOR)

Each active proceeding independently raises the defendants' cost of non-resolution. Adverse administrative findings create collateral estoppel risks, bypassing standard civil discovery and locking in maximum statutory penalties.

- **California Dept. of Insurance (CDI):** Active fraud investigation (Case No. 26CW010876).
- **Georgia OCI CID:** Criminal investigation intake confirmed (Case No. 2026-80000097 / Tracking T26000627).
- **Massachusetts DOI:** Regulatory complaint and referral filed (Case No. 26NNCV04596).
- **State Bar of California (OCTC):** Active disciplinary investigations into defense counsel FMG (Case No. 26-O-20868) and Ropers Majeski (Nos. 26-O-23589, 26-O-23590, 26-O-23591) for bad-faith misconduct.
- **Multi-State Footprint:** 20 formal regulatory complaints filed across 9 non-compliant jurisdictions, severely exposing the parent enterprise's multi-state premium evasion scheme.

2. ENTERPRISE EXPOSURE LIABILITY MATRIX

CLAIM / VULNERABILITY	STATUTORY / LEGAL BASIS	ESTIMATED ENTERPRISE EXPOSURE
PAGA Aggregate Penalties	Lab. Code §§ 2699–2699.5 (129 workers, multi-violation)	\$5,000,000 – \$50,000,000+
Bad Faith / Dual-Role Conflict (LM)	CA CDI, NYDFS, Mass. DOI, NAIC multi-state coordination	\$50,000,000 – \$150,000,000
IRS Shadow Payroll Exposure	IRC § 3401 et seq.; Form 211 whistleblower (Encore/Verizon)	\$100,000,000+
Willful Misclassification	Lab. Code § 226.8	\$5,000 – \$25,000 per violation
Workers' Comp Civil Penalties	Lab. Code § 3700.5	\$10,000 per violation per employee
Wage Statement Penalties	Lab. Code § 226	

CLAIM / VULNERABILITY	STATUTORY / LEGAL BASIS	ESTIMATED ENTERPRISE EXPOSURE
		\$250 – \$1,000 per employee per pay period
Client Employer Liability (Verizon/Cellco)	Lab. Code § 2810.3	Joint and several liability with all above claims
Civil Conspiracy / Aiding & Abetting	Civil Code § 1714; agency/alter ego	Joint and several liability multiplier for all compensatory damages
Punitive Damages	Civil Code § 3294 (Oppression, Fraud, or Malice)	Maximum allowable single-digit multiplier of actual compensatory/ bad-faith damages

Total Projected Enterprise Exposure Liability: \$200M+

Privileged & Confidential – Prepared in Anticipation of Litigation. This matrix provides estimated exposure metrics designed strictly for litigation strategy, settlement evaluation, and co-counsel assessment. Actual recovery and final judgments remain subject to evidentiary proof, judicial discretion, and constitutional due process limits on damages.