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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANTONIO ROSILLO, ALONDRA BECERRIL ALBARRAN, and ELVA PENA, on behalf of all others similarly situated and the State of California under the Private Attorneys General Act,

Plaintiffs,

vs.

BRODY HEATING, AIR CONDITIONING & ELECTRICAL CONTRACTORS, LLC and DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV10881
(Consolidated with 24STCV16328)

[Assigned for All Purposes to:
Hon. Theresa M. Traber, Dept. 1]

DECLARATION OF CONOR J.D. GOMEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Filed concurrently with Supporting Declarations and [Proposed] Order)

DATE: February 24, 2027
TIME: 10:00 a.m.

Action Filed: April 30, 2024
Trial Date: Not Set

I, Conor J.D. Gómez, declare as follows:

1. I am counsel of record for Plaintiff Antonio Rosillo ("Plaintiff") in this action. I am the Settlement Attorney at Ferraro Vega Employment Lawyers, Inc. ("FVEL") and am licensed to practice law in the State of California. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. If called as a witness, I would testify honestly to the facts below based on my personal knowledge.

2. On or about April 23, 2024, Plaintiff Rosillo paid the requisite PAGA filing fee and provided written notice of Defendant Brody Heating, Air Conditioning & Electrical Contractors, LLC's ("Defendant") (by online electronic filing with the LWDA and by certified mail to Defendant) alleged Labor Code violations, including the facts and theories to support the alleged violations.

3. A true and correct copy of Plaintiff Rosillo's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

4. On April 30, 2024, Plaintiff Rosillo commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for (1) Minimum Wage Violations; (2) Failure to Pay All Overtime Wages; (3) Meal Period Violations; (4) Rest Period Violations; (5) Paid Sick Leave Violations; (6) Untimely Payment of Wages; (7) Wage Statement Penalties; (8) Waiting Time Penalties; (9) Failure to Reimburse Business Expenses; (10) Unlawful Wage Deductions; and (11) Unfair Competition.

5. On June 28, 2024, Plaintiff Rosillo filed a First Amended Complaint alleging a cause of action against Defendant for Civil Penalties Under the California Private Attorneys General Act.

Preliminary Approval Standards

6. My experience in wage and hour class action litigation is described below and our updated Firm Resume is attached hereto as Exhibit 2. My colleagues, Nicholas J. Ferraro and Lauren N. Vega, also have substantial experience in handling class actions and other complex litigation as both an employment defense and plaintiff's lawyer in cases like this one. We have engaged in significant pre-litigation investigation, witness interviews, formal and informal discovery, damage analysis, and other

litigation efforts on behalf of Plaintiffs and the putative class. FVEL has extensive experience litigating class actions on behalf of both plaintiffs and defendants. Our litigation practice focuses primarily on wage and hour claims arising under California and federal law. FVEL has already invested significantly in the investigation, litigation, and resolution of this case and will continue to devote the necessary resources to bring the matter through final approval and conclusion.

7. Defense counsels are skilled and sophisticated lawyers, with significant class action experience, from the law firm of Atkinson, Andelson, Loya, Ruud & Romo. Defense counsels' defense and counsel to their client throughout this case is reflective of their substantial skill and experience in similar litigation.

8. Ultimately, the settlement is fair, reasonable, and in the best interest of the class in light of the monetary recovery, difficulties of this litigation, the developing state of the law, risks of certification/decertification, summary adjudication, the lengthy process of establishing damages, and delay and uncertainty of appeals. Although the exchange of documents, data, records, and information in advance of mediation was significant, the parties still had extensive discovery to complete in formal litigation had the matter not settled. This would have required an expenditure of substantial time and resources by both parties over the course of the next several years. We would have continued to advance the case through written discovery, third party witness investigations, and depositions, whereas Defendant would have prepared motions for summary judgment on ripe legal issues. Even if Plaintiffs certified all claims and avoided summary judgment on certain legal issues, the parties would incur considerably more attorneys' fees and costs through additional motions, trial, and possible appeal. Instead, this settlement avoids those risks and the accompanying expenses on the parties, the court, and the putative class members.

9. FVEL will continue to represent the Plaintiffs Antonio Rosillo, Alondra Becerril Albarran, and Elva Pena (collectively the "Plaintiffs") and the best interests of the putative class throughout final approval of the proposed settlement in this case. Neither FVEL nor Plaintiffs have any conflicts of interest with the class as a whole or with any individual class member. There are no ancillary

agreements made in connection with the proposed settlement between or among Plaintiffs, Defendant, or their respective counsel of record.

Attorneys' Fees and Costs

10. FVEL will file a motion for reimbursement of verified litigation expenses and an award of fees not to exceed 33 1/3 percent of the total settlement amount. The request for Attorneys' Fees as a percentage of the common fund is reasonable in light of the amount recovered, result obtained for the Class, hours expended, and other relevant factors, and will be supported by additional evidence submitted at the final approval stage, including support for the reasonable hourly rate, hours, and additional factors justifying the request for Attorneys' Fees and reimbursement of Litigation Costs advanced on a contingent-fee basis.

Enhancement Payment to Plaintiffs

11. The Settlement provides for an Enhancement Payment of $7,500 for each named Plaintiff ($7,500 to Plaintiff Rosillo, $7,500 to Plaintiff Becerril Albarran, and $7,500 to Plaintiff Pena, totaling $22,500) to recognize their substantial effort, risk, and initiative in assisting with the prosecution and resolution of this case. Plaintiffs were dedicated and invested considerable time and energy assisting their attorneys with the prosecution of the action. Plaintiffs' steadfast contributions in light of the risks and stresses of the case litigation should be acknowledged.

Experience & Adequacy of Counsel

12. I am the head of FVEL's Settlement Department and counsel of record in more than one dozen wage and hour class and representative actions filed throughout the State of California, in state and federal courts. I lead our firm in ushering class and PAGA representative actions through the settlement process in a smooth and efficient manner.

13. As set forth on our Firm Resume, attached hereto as Exhibit 2, FVEL has handled many wage and hour class and representative actions through litigation and final judgment.

14. I am a graduate of the University of California, Los Angeles School of Law and the University of California, San Diego.

15. I was admitted to the State Bar of California in 2021, and I have worked for multiple plaintiff-

side employment firms in Southern California, with cases all throughout the State of California. I have over five years of experience working with multiple firms on individual claims involving unpaid wages, wrongful termination, discrimination, harassment, and retaliation claims arising under the California Fair Employment and Housing Act, California Labor Code, and common law, where I consistently settled cases in the five- and six-figure range, and working on class and PAGA representative actions just like this one for wage and hour violations with settlements in the six- and seven-figure range.

16. In addition to my legal practice, I am a certified mediator through the California Lawyers for the Arts. I have also worked for the Sacramento Mediation Center. I am also an adjunct professor at the Thomas Jefferson School of Law.

17. I have been a guest speaker and lecture at many organizations throughout California, including the University of California, Irvine, and I have presented workshops on various legal topics, including California labor laws, mediation, and settlement. I also make short-form legal information videos on California wage and hour and other employment law topics on my personal online platforms (which has over one-thousand followers to date, and thousands more views) to educate the public on their rights at work.

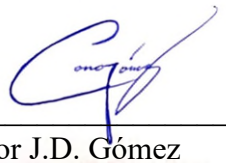
18. I began my career as a transactional attorney representing business, and I have provided advice and counsel to many California for-profit and non-profit organizations regarding labor law compliance, including drafting employment agreements, separation agreements, and employee handbooks. This duality of experience sitting on both sides of the table informs my practice and allows me to work seamlessly with defense counsel to coordinate the approval process.

Concluding Statements

19. In sum, I believe that the Settlement in this case is fair, reasonable, and in the best interests of the Class in light of the monetary recovery, challenges of the case, recent developments in wage and hour law, the risks of certification and decertification, adverse summary adjudication rulings, and the lengthy process of establishing damages, and potential appeals. The Settlement presented an excellent opportunity for the Class to obtain a robust and substantial Settlement of $395,000, which should be

approved. The Settlement was reached only after extensive evaluation and review of employment records, including third-party consultant's wage and hour analysis

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on November 4, 2026, in San Diego, California.



Conor J.D. Gómez
Attorney for Plaintiff Antonio Rosillo

EXHIBIT 1

FERRARO VEGA
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April 23, 2024

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Brody Heating, Air Conditioning & Electrical Contractors, LLC
8599 Venice Boulevard
Los Angeles, California 90034

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **ANTONIO ROSILLO** ("Plaintiff(s)") and all other "aggrieved employees" of the following "Defendant(s)":

BRODY HEATING, AIR CONDITIONING & ELECTRICAL CONTRACTORS, LLC

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79. Plaintiff maintains standing to pursue these claims against Defendant, as Plaintiff experienced one or more of the alleged violations

during the relevant statutory period, which continue through the present date. *Cf. Johnson v. Maxim Healthcare Servs., Inc.*, 281 Cal. Rptr. 3d 478, 481 (Cal. Ct. App. 2021).

Through this notice, Plaintiff requests that Defendant complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(k). Defendant is notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendant this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal. 4th 553, 561.

- BACKGROUND -

Defendant employed Plaintiff during the PAGA Period in the position of HVAC Service Technician from about September 2022 to August 2023. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendant's violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendant violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and

Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage laws require payment of "not less than the applicable minimum wage *for all hours worked* in the payroll period" and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal. App. 3d 314, 324.

Defendant failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages.

First, Defendant required employees to be on-call for a week at a time every month. Upon information and belief, Defendant did not compensate Plaintiff and aggrieved employees for the time that they were required to be on-call despite being severely limited during their on-call shifts. Defendant maintained a strict policy and practice that required employees to answer phone calls immediately, if not they could be terminated. Yet, Plaintiff and aggrieved employees were only compensated for appointments they went to while on-call.

Second, upon and information, due to the high demands of the job Plaintiff routinely experienced late, missed, or interrupted meal periods. Due to Defendant's practice of scheduling appointments in rapid succession, Plaintiff and other aggrieved employees routinely worked through their meal and rest periods without regular pay or meal and rest period premiums for the time worked (or for any hours that were overtime hours resulting from the off the clock work, but not paid at the OT rate). This unlawful policy resulted in an underpayment of regular wages to Plaintiff and aggrieved employees. Plaintiff and aggrieved employees were deprived of minimum wages each time they missed a meal or rest period.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 558 ($50/$100), 1197.1 ($100/$250), 1199 / "Penalties" section of the IWC Wage Orders ($50/$100), and 2699 ($100/$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unlawful Wage Deductions
Violation of Labor Code §§ 221 through 225

Defendants violated Labor Code sections 221 through 225 with respect to the aggrieved employees.

Labor Code section 221 renders it "unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Labor Code section 222 renders it illegal to unlawfully withhold any part of wages agreed upon from the employee. Labor Code section 222.5 renders it unlawful to deduct from employee compensation, or require employee payment, for pre-employment medical or physical examination taken as a condition of employment. Labor Code section 223 states "[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract."

Upon information and belief, Defendants maintained an unlawful policy and practice of deducting wages and earnings from Plaintiff and the aggrieved employees. As further explained in the "Unreimbursed Employee Expenses" section below, Defendant required Plaintiff and aggrieved employees to purchase and obtain their own tools to complete their job duties. However, upon information and belief, Defendant employed a practice of purchasing tools for employees who could not afford to purchase their own tools and in exchange Defendant would deduct the cost of the tools from employees' wages until employees paid off the cost of the tools in full. Upon information and belief, employee paystubs will reveal the unlawful deductions.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 225.5 ($100/$200), and 2699 ($100/$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;" and "any work in excess of

12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;" and "any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. As stated in the "Unpaid Hours Worked" section above, Defendant regularly failed to compensate Plaintiff and aggrieved employees for time worked when they were on-call and for late, missed, or interrupted meal and rest periods. When Plaintiff and aggrieved employees worked more than 8 hours per day or over 40 hours in one week, these practices resulted in unpaid overtime wages.

Moreover, Defendant paid Plaintiff and the aggrieved employees sales commissions, non-discretionary bonuses, and other forms of remuneration that Defendants also failed to include in the "regular rate of pay" when employees earned overtime. In addition to their hourly wages, Plaintiff and aggrieved employees earned "Incentive" pay for setting up leads by scheduling appointments for sales representatives to meet with customers and if they sold any systems. Plaintiff and aggrieved employees would earn a flat rate of $50 for generating a lead and $200 for selling a system.

However, Defendants paid overtime to Plaintiff and the aggrieved employees at 1.5x their base hourly rate. For each overtime hour worked during the period in which Plaintiff and the aggrieved employees earned commissions and bonuses, Defendants should have (but failed to) pay overtime "at the rate of no less than one and one-half times the regular rate of pay for an employee" as required by the plain language of Labor Code section 510(a) and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 558 ($50/$100), 1199 / "Penalties" section of the IWC Wage Orders) ($50/$100), and 2699 ($100/$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) "the same manner as the regular rate of pay for the workweek;" (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days;" or (3) "for exempt employee … in the same manner as the employer calculates wages for other forms of paid leave time." Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees "with written notice of the amount of paid sick leave available … for use on either the employee's itemized wage statement … or in a separate writing provided on the designated pay date with the employee's payment of wages."

Defendant failed to comply with California's paid sick leave laws with respect to the aggrieved employees. First, Defendants failed to provide Plaintiff and aggrieved employees with all sick leave accrued. Plaintiff and aggrieved employees worked off the clock, overtime hours that were not accounted for when calculating an employee's accrued paid sick leave. Therefore, Plaintiff and other aggrieved employees were not awarded the total accrued sick leave time they had earned.

On information and belief, Defendant failed to pay sick leave at the correct rate because they failed to factor in bonuses, commissions, and/or other forms of remuneration, as required by section 246. Instead, Defendant paid sick leave to Plaintiff and the aggrieved employees at their base hourly rate, resulting in inaccurate sick leave accrual.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699

($100/$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendant violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal. 5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. 5th 444, 459.

Due to employee responsibilities and the continuous flow of business, Plaintiff and aggrieved employees suffered many short, missed, late, and/or interrupted meal periods. On occasion, when Plaintiff and the aggrieved employees were able to take a meal period, meal periods were late because Defendant scheduled Plaintiff and aggrieved employees to complete appointments in quick succession which did not facilitate timely meal periods. As a result, Plaintiff and the aggrieved employees were not afforded compliant meal periods.

When Defendant did not provide compliant meal periods, Defendant failed to pay Plaintiff and other aggrieved employees a meal period premium in violation of Labor Code section

226.7. To the extent Defendant ever paid a meal period premium, Defendant violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation to aggrieved employees, which would have factored in bonuses, commissions, and other compensation.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 ($100/$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major faction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Due to employee responsibilities and the continuous flow of business, Plaintiff and aggrieved employees suffered many short, missed, late, and/or interrupted rest periods. On occasion, when Plaintiff and the aggrieved employees were able to take a rest period, meal periods were late because Defendant scheduled Plaintiff and aggrieved employees to complete appointments in quick succession which did not facilitate timely rest periods. As a result, Plaintiff and the aggrieved employees were not afforded compliant rest periods.

When Defendant did not provide compliant rest periods, Defendant failed to pay Plaintiff and other aggrieved employees a meal period premium in violation of Labor Code section 226.7. To the extent Defendant ever paid a rest period premium, Defendant violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation to aggrieved employees, which would have factored in bonuses, commissions, and other compensation.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 2699 ($100/$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendant violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendant failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendant violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendant violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Indeed, Defendant failed to pay all premiums, overtime, regular, sick leave, and other earnings on time each payday.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 ($100/$200) per violation per pay period per employee, and Labor Code section 210 ($100/$200) per violation per pay period, along with all other civil penalties permitted by law.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendant violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages

are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendant failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendant did not pay waiting time penalties for the late payments. As a result, Defendant violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties on behalf of aggrieved employees and the State of California as provided under Labor Code section 2699 ($100/$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendant violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendant failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendant violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendant failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendant failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were

owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 226.3 ($250/$1,000) and 2699 ($100/$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendant violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

Defendant required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, and costs, as a matter of policy and practice. Defendant required Plaintiff and the aggrieved employees to purchase their own tools to carry out their job duties. As a result, Plaintiff purchased drills, sensor, monitors, and diagnostic tools to perform necessary functions of his job. Defendant did not reimburse Plaintiff for any of those costs. Thus, in direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred losses, expenditures, costs, and expenses that Defendant did not fully and compliantly reimburse as a matter of policy and practice. To the extent Defendant reimbursed aggrieved employees, those amounts were underpaid.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 2699 ($100/$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendant violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendant failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 1174.5 ($500) and 2699 ($100/$200), along with all other civil penalties permitted by law.

Attorneys' Fees and Costs
Labor Code § 2699(g)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(g).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendant may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,



Mariela Romo

Cc Plaintiff Antonio Rosillo

Ann K. Smith, Counsel for Defendant
Atkinson, Andelson, Loya, Ruud & Romo
asmith@aalrr.com

EXHIBIT 2

Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
www.ferrarovega.com

LAW FIRM RESUME

Ferraro Vega Employment Lawyers was founded in 2018 and represents plaintiffs throughout California in class, collective, and representative actions under the California Labor Code, Private Attorneys General Act, and Fair Labor Standards Act.

PRINCIPAL ATTORNEYS

Nicholas J. Ferraro, Esq.
California State Bar No. 306528 (admitted 2015)
Washington State Bar No. 59674 (admitted 2022)

Education
University of San Diego School of Law (J.D., *San Diego Law Review*)
Gonzaga University (B.A.)

During law school, Mr. Ferraro externed for a federal magistrate in the U.S. District Court for the Southern District of California, worked in the law school library as a library clerk, and as a legal intern for a San Diego-based commercial real estate company.

Employment
Attorney, Ferraro Vega Employment Lawyers (2018 to present)
Attorney, Duane Morris LLP (2017 to 2018)
Attorney, Gordon Rees Scully Mansukhani (2016 to 2017)
Attorney & Law Clerk, Simpson Delmore Greene LLP (2014 to 2016)

Prior to starting the firm, Mr. Ferraro worked in the employment law practice groups of Gordon Rees and Duane Morris, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Organizations
Wage and Hour Committee Member, California Employment Lawyers Association (2020 to 2024)
Leadership Development Committee, Association of Business Trial Lawyers (2017 to 2019)
Sexual Harassment Task Force, Lawyers Club of San Diego (2018)

Presentations and Publications
Guest Lecturer, University of San Diego School of Law Employment Law Classes (various)

Attorney Panelist, California Dept. of Labor Standards Enforcement Seminar (Sept. 2021)
Panelist, San Diego County Bar Association Labor & Employment Conference (2019, 2021)
Publications in *California Employment Law Letter*, *HR Daily Advisor*, Lexology, and various firm newsletters and alerts

Awards
Super Lawyers "Rising Star" in the field of Class Actions (2019 to 2024)
Best Lawyers "Ones to Watch" for Employment Lawyers (2021 to 2024)
"Leaders in Law Awards" Nominee in *San Diego Business Journal* (2022)

Lauren N. Vega, Esq.
California State Bar No. 306525 (admitted 2015)
Washington State Bar No. 65133 (admitted 2026)

Education
University of San Diego School of Law (J.D., *San Diego Law Review*)
University of California, San Diego (B.A.)

During law school, Ms. Vega was an active participant in moot court. She received the Outstanding and Best Brief Awards in back-to-back years at the Duberstein Moot Court Competition in New York City. She also served as a judicial extern for federal judges in the Southern District and Central District.

Employment
Attorney, Ferraro Vega Employment Lawyers (2020 to present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2015 to 2020)

Prior to joining the firm, Ms. Vega defended employers as defense counsel in approximately 50 class and PAGA actions throughout California. She also advised companies on wage and hour compliance and drafted employee policies, procedures, and agreements.

Organizations
Member, California Employment Lawyers Association (2020 to present)

Presentations and Publications
Speaker, Procopio's Annual Labor & Employment Seminar (2015 to 2019)
Publications in *Los Angeles Daily Journal* and various firm newsletters

Awards
Super Lawyers "Rising Star" in the field of Class Actions (2022, 2023)
Best Lawyers "Ones to Watch" for Employment Lawyers (2021 to 2024)
"Leaders in Law Awards" Nominee in *San Diego Business Journal* (2021)

Dorota A. James, Esq.
California State Bar No. 309933 (admitted 2016)

Education
University of San Diego School of Law (LL.M., 2014) Comparative Law
University of Saarland Law School (Ph.D., 1999)
University of Saarland Law School (LL.M., 1996) German Law
University of Wroclaw Law School (M.S., summa cum laude, 1994)

Ms. James is a tenth-year attorney with extensive experience handling complex wage-and-hour litigation. For the past ten years, she has served as Plaintiffs' counsel of record in more than fifty (50) wage-and-hour class action and PAGA cases. Prior to her admission to the California Bar in 2016, Ms. James worked as a senior litigation paralegal at a San Diego law firm specializing in plaintiffs' wage-and-hour employment litigation. In that role, she provided comprehensive litigation support in complex class actions, including pre-filing investigation, discovery, pre-mediation analysis, and post-settlement claims administration. During that time, she actively assisted in the litigation of more than fifty (50) employment class action cases.

Honors
Dean's Comparative Law Award (Highest Grade Point Average in L.L.M. Program)
Konrad Adenauer Foundation Scholarship Recipient (German Scholarship for talented foreign students)

Employment
Attorney, Ferraro Vega Employment Lawyers (2025 – Present)
Attorney, Wilshire Law Firm (05/2024 – 02/2025)
Attorney, Dinsmore & Shohl LLP (02/2021 – 05/2024)
Attorney, ShortLegal, APC (10/2018 – 02/2021)
Attorney, Tyson Mendes, LP (02/2018 – 10/2018)
Attorney, Parker Straus, LP (10/2016 – 02/2018)
Senior Paralegal, Graham Hollis APC (10/2007 – 10/2015)
Associate Legal Officer, International Organization for Migration (12/2001 – 02/2005)

Jennifer L. Connor, Esq.
California State Bar No. 241480 (admitted 2006)

Education
University of Notre Dame Law School (J.D., cum laude, 2003)
Boston College (B.A., magna cum laude, 2000)
Boston College School of Theology Ministry (M.Div., 2019)

Ms. Connor is an attorney with over two decades of experience advocating for plaintiffs in civil litigation. Her practice focuses on wage and hour and employment class actions. She

has represented clients in state and federal court forums across various areas, including consumer protection, unfair business practices, product liability, fraud, and antitrust. Ms. Connor is recognized for her strong appellate writing skills, having contributed to significant appellate matters. She has experience in successfully certifying class actions and handling dispositive motions. She has also been appointed as class counsel. Her background includes involvement in numerous putative class, collective, and representative actions and managing hundreds of contested and/or settlement-certified cases, with wage and hour litigation comprising over 50% of her practice.

Civic Organizations
Volunteer, Christian Legal Aid of Los Angeles (CLA-LA)
Volunteer District Attorney, Orange County District Attorney's Office (Trial Attorney Partnership program)

Presentations and Publications
Authored appellate briefs, including for *Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185 and a Respondent's Brief before the California Court of Appeal, Fourth Appellate District.
Guest Lecturer on employment law for MCLE, including CELA's 28th Annual Conference

Employment
Attorney, Ferraro Vega Employment Lawyers (2026 - Present)
Attorney, Casey Gerry Francavilla Blatt LLP (2024 - 2025)
Attorney, CounselOne, PC (2020 - 2023)
Attorney, Rex Parris Law Firm (Summer Intern: May -Aug. 2017)
Attorney, Cohelan Khoury & Singer (2014 - 2015)
Attorney, Spiro Moore LLP (2012 to 2014)
Attorney, Westrup Klick, LLP (2004 to 2011)

Conor J.D. Gómez, Esq.
California State Bar No. 337395 (admitted 2021)

Education
University of California, Los Angeles School of Law (J.D. 2020)
University of California, San Diego (B.A. 2017)

During law school Mr. Gómez obtained certificates in Teaching Excellence and Curriculum Design from the University of California, Irvine Division of Teaching Excellence and Innovation (2020). Mr. Gómez also obtained a Certificate in Arts Management from University of California, Irvine Paul Merage Business School (2019). Mr. Gómez also received the Masin Family Gold Award for his academic performance at UCLA Law (2018) from the Masin Family Foundation. Mr. Gómez was also the recipient of the American Ballet Theatre's Project Plié Diversity Scholarship (2019), where he worked in-house for the American Ballet Theatre under their general counsel and where he built a workshop for the

American Ballet Theatre's Choreographer Incubator program about intellectual property in dance and copyrighting choreography, which is still being taught today. Mr. Gómez was also the recipient of the UCLA School of Law's President's Public Service Fellowship (2020-2021) while working for the California Lawyers for the Arts, Arts Arbitration and Mediation Services department and Sacramento Mediation Center.

Employment
Attorney, Ferraro Vega Employment Lawyers (2026 - present)
Adjunct Faculty, Thomas Jefferson School of Law (2024 - Present)
Attorney, Wilshire Law Firm (2025 - 2026)
Attorney, Abramson Labor Group (2024 - 2025)
Attorney, Marquee Law Group (2022 - 2024)
Attorney, For Purpose Law Group (2021)

Mr. Gómez began practicing law as a transactional corporate attorney working with tax-exempt organizations. He did everything from formation, gaining state and federal tax-exemption, registrations with the Department of the Attorney General's Registry of Charities and Fundraisers, foreign (out-of-state) registrations, and contract drafting as well as providing employer-side advice and counsel and drafting corporate policies and handbooks to ensure compliance with California and federal labor laws. Mr. Gómez then transitioned into plaintiff-side employment litigation. He has since specialized in settlement approval for class and PAGA representative actions and has been approved in numerous Courts as class and PAGA counsel. He now heads up the Settlement Department at Ferraro Vega to shepherd settled cases through the approval and distribution process. He is also an adjunct faculty at Thomas Jefferson School of Law in San Diego, CA where he has taught Learning Skills, a class designed for incoming law students to learn how to succeed in law school and Contract Drafting. He also serves as a bar prep mentor for graduating students sitting for the California bar exam. He has also guest lectured and held workshops on a variety of legal topics at the University of California, Irvine and other organizations throughout Southern California.

Organizations
Mediator, California Lawyers for the Arts, Arts Arbitration and Mediation Services (2024 - present)

Ricardo De Leon, Esq.
California State Bar No. 365493 (admitted 2025)

Education
University of San Diego School of Law (J.D.)
San Diego State University (B.A.)

During law school, Mr. De Leon gained practical experience in several law clerk positions, including at the USD Immigration Law Clinic, and firms that specialized in advising small

businesses, medical malpractice, and a non-profit focused on legislative reform. Mr. De Leon served on the board of the USD La Raza student organization and as a senior editor for the USD International Law Journal.

Employment
Attorney, Ferraro Vega Employment Lawyers, Inc. (2025 to Present)
Post Bar Law Clerk, Banker's Hill Law Firm A.P.C. (Fall 2025)
Law Clerk, Hegeler & Anderson, A.P.C. (2024 - 2025)
Law Clerk, Pokala Law, A.P.C. (2023 - 2024)
Law Clerk, USD Immigration Law Clinic (Fall 2023)
Law Clerk, Western Center on Law & Poverty (Summer 2023)

Troy Q. Strange, Esq.
California State Bar No. 346637 (admitted 2022)

Education
California Western School of Law (J.D., 2022)
California Polytechnic State University of San Luis Obispo (B.A., 2018)

Mr. Strange is a trial attorney dedicated to advocating for California employees in complex litigation, including Labor Code violations, wage-and-hour disputes, and PAGA representative actions. A first-chair trial lawyer, Mr. Strange possesses a sophisticated litigation background that spans both public enforcement and private defense. He previously served as an attorney for the Department of Industrial Relations, where he prosecuted cases across Southern California , including San Diego, San Bernardino, Riverside, and Imperial Counties. He further refined his expertise at Procopio, Cory, Hargreaves & Savitch LLP, advising employers on statutory compliance and litigating single-plaintiff and class-action matters. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Affiliations
San Diego County Bar Association

Employment
Attorney, Ferraro Vega Employment Lawyers, Inc. (2026 to Present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2025)
Attorney, California Department of Industrial Relations, Division of Labor Standards Enforcement, (2023-2025)
Attorney, Sayyar Law APC, (2022-2023)
Law Clerk, Law Offices of Benjamin J. Cheeks, (2021-2022)
Law Clerk, GrahamHollis (2021-2022)
Law Clerk, Aguirre and Severson, LLP (2021)
Law Clerk, Alternate Public Defender's Office North County San Diego, (2020)

Andrew Katseanes, Esq.
California State Bar No. 351638 (admitted 2023)

Education
University of San Diego School of Law (J.D.)
Idaho State University (B.S.)

During law school, Mr. Katseanes was an active member of the mock trial team and earned recognition for his pro bono service with the Legal Aid Society of San Diego, where he assisted with unlawful detainers and restraining orders. He began his career working in civil defense before transitioning to plaintiff-side employment law. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Employment
Attorney, Burger, Meyer, & D'Angelo, LLP (2025-2026)
Attorney, Tyson & Mendez, LLP (2024-2025)
Law Clerk, The Curran Law Firm, APC (2021-2023)
Law Clerk, Office of the Primary Public Defender San Diego, (2021)

Nicolas Ahadzadeh, Esq.
California State Bar No. 365386 (admitted 2025)

Education
California Western School of Law (J.D.)
Grand Canyon University (B.A.)

Certificates
Mediation Clinic Training and Field Experience

During law school, Mr. Ahadzadeh was an active member of student-ran organizations, including the Student Bar Association, was invited to the law school's Alternative Dispute Resolution team, earned multiple Distinguished Advocate Awards, and performed volunteer work at multiple legal organizations, including Unlawful Detainer Clinic from Legal Aid Society of San Diego and Small Claims Mediator for the Hall of Justice. He began his career working in civil litigation before committing heavily to plaintiff-side employment law. Specifically, Mr. Ahadzadeh has significant experience litigating both class action lawsuits and advocating for victims of individual FEHA violations. He is admitted to practice in the State of California, the U.S. District Court for the Southern District of California, and the U.S. District Court for the Central District of California.

Employment
Attorney, Ferraro Vega Employment Lawyers, Inc. (2026-Present)
Law Clerk, Hogue & Belong, APC (2021-2024)

Law Clerk, Garcia Hong Law, (2020)
Law Clerk, Mara Law Firm, PC (2020)
Circulation Clerk, California Western School of Law Library (2019-2021)

Organizations
Applicant, Welsh Inn of Court (2026)
San Diego County Bar Association (2019 to Present)
Annual Dinner Committee, Lawyers Club of San Diego (2019-2020)
Student Bar Association, CWSL, *Vice President* (2019-2020)

Publications
Ahadzadeh, Nicolas. "Bridging the Financial Gap from Law School Graduate to Sole Practitioner." American Bar Association. MONEY TALKS: Financial Issues in Law Practice (January February 2022).
Ahadzadeh, Nicolas. "Using Legal Research to Stay Ahead of the Curve." Thomson Reuters. Law School Survival Guide (2021).

Awards
Lawyers of Distinction, "Best of the Best" Nominee (2026).
California Western School of Law, Distinguished Advocate Award, Trial (2020)
California Western School of Law, Distinguished Advocate Award, Trial (2019)
California Western School of Law, Distinguished Advocate Award, Negotiations (2019)

Cesar Yuriar
California State Bar No. ____ (awaiting admission)

Education
University of San Diego, School of Law (J.D.)
University of California, Irvine (B.A.)

Cesar obtained his dual undergraduate degrees from the University of California, Irvine. He went on to earn his J.D. from the University of San Diego, School of Law. During law school, Cesar earned approval to practice California state law as a Certified Law Student and represented a wide variety of clients as part of the Civil Legal Clinic. He was recognized for his oral advocacy skills, having earned "2nd Best Oral Advocate" during the Alumni Torts Moot Court Tournament. Cesar also actively served on the executive boards for USD's International Law Society and La Raza. He is currently awaiting admission to practice law in the State of California.

Employment
Employment Rights Case Analyst, Associate Attorney, Ferraro Vega Employment Lawyers, Inc. (2025-Present)
Senior Legal Analyst, California Department of Justice, Office of the Attorney General (2023-2025)

Data Entry Specialist, Housing Inspector, Process Server, Legal Aid Society of San Diego (2018 - 2022)
Law Writer, The Athanassious Law Office, PC (2017)
Certified Legal Intern, Civil Clinic, University of San Diego, School of Law (2014, 2016)
Judicial Clerk, EEOC (2015)
Law Clerk, Gruenberg Law (2015)
Law Clerk, U.S. Department of Labor (2014)

Ninel Kocharyan, Esq.
California State Bar No. 299939 (admitted 2014)

Education
Thomas Jefferson School of Law (J.D.)
University of California, Los Angeles (B.A.)

Ms. Kocharyan focused on plaintiff-side labor and employment law for most of her legal career. Before joining the firm, Ms. Kocharyan spent five years at a California plaintiff-side law firm, where she was involved in researching, assessing, and filing wage and hour class actions and PAGA matters. While in law school, Ms. Kocharyan interned at an employment law firm representing employees in wrongful termination and discrimination matters.

Employment
Senior Counsel, Ferraro Vega Employment Lawyers, Inc. (2026-Present)
Associate Attorney, Capstone Law APC (2021-2026)

Erin M. O'Leary
Washington State Bar No. 46803 (Admitted 2013)

Education
Seattle University School of Law, Seattle, WA (J.D.) 2013
Carroll College, Helena, MT (B.A. International Business and Finance) 2005

Ms. O'Leary has more than a decade of labor and employment law experience. Before joining Ferraro Vega Employment Lawyers, Ms. O'Leary represented management in labor and employment actions as well as workplace safety. Ms. O'Leary brings extensive experience in complex litigation.

Employment
Senior Counsel, Ferraro Vega Employment Lawyers (2026-present)
Attorney, David Grimm Payne & Marra (2024-2026)
General Counsel, Seattle Plastic Surgery and related entities (2023-2024)
Attorney, DBS Law (2022-2023)
Attorney, Employer Solutions Law (2017-2022)
Attorney, Nadler Law Group (2014-2017)

Theodore R. Braun, Esq.
Washington State Bar No. 64455 (Admitted 2025)

Education
Seattle University School of Law, Seattle, WA (J.D.) 2025
Clarkson University, Potsdam, NY (B.S. Engineering and Management) 2019

Mr. Braun started his career as an inventor trying to create a solution to pediatric vehicular heatstroke after he obtained his dual degree from Clarkson University. He gained his first insights into the legal profession pursuing a patent for his invention and negotiating contracts as the Vice President of Sales for Sector-Five. Before joining Ferraro Vega Employment Lawyers, Mr. Braun worked as a litigation associate representing employees in complex employment litigation involving discrimination, retaliation, wrongful termination, wage and hour violations, and other workplace misconduct.

Employment
Associate Attorney, Ferraro Vega Employment Lawyers (2026-present)
Litigation Associate, Blankenship Law Firm (2025-2026)
Law Clerk, Gauthier & Associates (2023-2025)

Rebecca L. Gil
Washington State Bar (July 2026 examination canceled)

Education
Seattle University School of Law, Seattle, WA (J.D.) 2026
University of Maryland (B.S. Legal Studies) 2017

Ms. Gil's career centers on representing employees in employment litigation involving discrimination, retaliation, wage and hour violations, and workplace rights. Before joining Ferraro Vega Employment Lawyers, Ms. Gil served as a Rule 9 Licensed Legal Intern with the City of Everett Prosecutor's Office, where she gained significant courtroom experience. Prior to that, Ms. Gil spent eight years as a paralegal, gaining experience in employment law through every stage of litigation.

Employment
Rule 9 Licensed Law Clerk, Ferraro Vega Employment Lawyers (2026-present)
Rule 9 Licensed Legal Intern, City of Everett Prosecutor's Office (2025-2026)
Lead Litigation Paralegal, Emery Reddy, PLLC (2019-2025)
Lead Paralegal, Employer Solutions Law, Formerly K-Solutions Law (2017-2019)
Aviation Electronics Technician, U.S. Navy (2013-2017)

Organizations
Justice in Employment and Labor Law, Seattle University School of Law (2024 – 2016)

Awards
Laurel Currie Oates – Awarded for excellence in legal writing, Seattle University School of Law

Lauren Plowy
California State Bar No. (awaiting admission)

Education
University of San Diego School of Law (J.D. 2026)
San Diego State University (B.A. 2021)

During law school, Ms. Plowy gained practical experience in law clerk positions with the USD Women's Law Clinic and Ferraro Vega Employment Lawyers. Ms. Plowy was actively participated in the Appellate Moot Court Board. She received the Best Petitioner Brief Award for the Paul A. McLennon Sr. Honors Moot Court Competition in 2025. Ms. Plowy also earned concentrations in both Employment & Labor Law and Civil Litigation to support her practice focus.

Employment
Law Clerk Awaiting Admission, Ferraro Vega Employment Lawyers, Inc. (2024 to Present)
Law Clerk, USD Women's Law Clinic (Summer 2024)

Awards
Paul A. McLennon Sr. Honors Moot Court Competition – Awarded for Best Petitioner Brief, University of San Diego School of Law (Spring 2025)
CALI Excellence for the Future Awards – Awarded for excellence in Tax I, University of San Diego School of Law (Fall 2025)

OF COUNSEL ATTORNEYS

Rick A. Waltman, Esq.
Rick Waltman Law, APC
California State Bar No. 306463 (admitted 2015)

Education
University of San Diego School of Law (J.D., *cum lade*, *San Diego Law Review*)
University of Minnesota (B.S. Chemistry)

During law school, Mr. Waltman externed for Judge Thomas J. Whelan in the U.S. District Court for the Southern District of California, worked for the California Attorney General's

Office as a clerk, and was a research assistant to Professor Robert Fellmeth, Price Professor of Public Interest Law.

Employment
Of Counsel, Ferraro Vega Employment Lawyers (January 2026 to present)
Attorney and Principal, Rick Waltman Law, APC (October 2020 to present)
Attorney, Buchalter (2018 to 2020)
Attorney, Gordon Rees Scully Mansukhani (2016 to 2018)

Prior to starting with the firm, Mr. Waltman has run his own practice at Rick Waltman Law, APC, worked in the employment law practice groups of Gordon Rees and Buchalter, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Awards
Super Lawyers "Rising Star" in the field of Employment Law and Class Actions (2018 to 2019, 2022-2025)

PARALEGALS & STAFF

Marissa Rodriguez
Paralegal

Employment
Paralegal, Ferraro Vega Employment Lawyers, Inc. (2024 to Present)
Paralegal, Hoffman & Forde Attorneys at Law (2022 – 2023)
Legal Assistant/Paralegal, Mesnik Law Group (2019 – 2022)

Education
California State University, Chico (Bachelor of Arts)

Isabel Tostado
Paralegal

Employment
Paralegal, Ferraro Vega Employment Lawyers, Inc. (2025 to present)
Paralegal, J. Doling Law, PC. (2019 – 2024)
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Paralegal, Law Offices of Jenny L. Doling, APLC (2008 – 2016)

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Kaplan University, Palm Springs (Associate of Science)

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Paralegal, Ferraro Vega Employment Lawyers (November 2025 to Present)
Paralegal, Wilshire Law Firm, (May 2024 – October 2025)
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Legal Assistant, Hogue & Belong (July 2025 to January 2026)

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University of California, San Diego (Bachelor of Arts, Political Science: Public Law)

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Employment
Paralegal, Ferraro Vega Employment Lawyers, Inc. (June 2026 to Present)
Paralegal, Milligan Family Law, APC (March 2026 – June 2026)
Paralegal, Byron Edwards & Lemley, APC (August 2025 – February 2026)
Paralegal, Aldridge Pite Haan, LLP (January 2025 – August 2025)
Paralegal, W Law, Inc. (June 2023 – December 2025)
Paralegal Manager, Patenaude & Felix, APC (July 2021 – June 2023)
Receptionist/Legal Secretary, Slovinsky and Slovinsky Law Office (July 2020 – May 2021)

Education
Southwestern College (*Associate in Science: Paralegal Studies*)

Secretaries and legal assistants not listed.

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Northwestern University School of Law (J.D.)

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California Western School of Law (J.D., 2016)
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California State Bar No. 342011 (admitted 2021)

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University of California, Santa Barbara (B.A. Political Science)

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Rutgers University – New Brunswick (B.A.)

Elyssa Martinez, Esq.
University of San Diego School of Law (J.D.)
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CLASS & REPRESENTATIVE ACTIONS

John Taylor v. Valley Machine Shop, Inc., King County Sup. Ct. Case No. 25-2-04136-1 KNT (Hon. Taki V. Flevaris) (October 16, 2026)

Andersen, et al. v. Terra Vista Management Inc., et al., San Diego County Sup. Ct. Case No. 24CU006415C (Hon. Loren Freestone) (October 9, 2026)

Timothy McDermott v. Abbott Label, Inc., Los Angeles County Sup. Ct. Case No. 24NWCV01424 (Hon. Lee W. Tsao) (October 5, 2026)

Armas, et al. v. JJ&S Asbestos Removal Inc., et al., San Diego County Sup. Ct. Case No. 24CU000405C (Hon. Blaine K. Bowman) (October 2, 2026)

Jonathan Arias v. The Institute for Effective Education, San Diego County Sup. Ct. Case No. 25CU021078C (Hon. Terrie E. Roberts) (September 18, 2026)

Sarah Whisper Martiny v. Boffo Cinemas LLC, et al., San Diego County Sup. Ct. Case No. 37-2024-00008262-CU-OE-CTL (Hon. Terrie E. Roberts) (September 18, 2026)

Kevin Murgas v. Walashek Industrial & Marine, Inc., San Diego County Sup. Ct. Case No. 25CU011091C (Hon. Gregory W. Pollack) (September 11, 2026)

Leticia Santiago Riahi v. Premier Automotive of CA, LLC, et al., San Diego County Sup. Ct. Case No. 2024-00026989-CU-OE-CTL (Hon. Gregory W. Pollack) (September 11, 2026)

Devin Silmon v. Leomar Health Group, et al., San Diego County Sup. Ct. Case No. 24CU018882C (Hon. Matthew C. Branner) (September 4, 2026)

Kevin Clemente, et al. v. Oremor Automotive Group LLC, et al., San Diego County Sup. Ct. Case No. 37-2024-00019752-CU-OE-CTL (Hon. Michael D. Washington) (September 4, 2026)

Lance Tyler Dunn, et al. v. Railpros Field Services, Inc., San Diego County Sup. Ct. Case No. 24CU022030C (Hon. Blaine K. Bowman) (August 21, 2026)

Fernanda Benevides v. S.I. Management, LLC, et al., Orange County Sup. Ct. Case No. 30-2024-01400577-CU-OE-CXC (Hon. Layne H. Melzer) (August 18, 2026)

Isabella Serrano v. SoCal Cookies San Diego, LLC, San Diego County Sup. Ct. Case No. 25CU020561C (Hon. Michael D. Washington) (August 14, 2026)

Jack Barnes v. California Center for the Arts Escondido, Foundation, San Diego County Sup. Ct. Case No. 37-2024-00021057-CU-OE-CTL (Hon. Carolyn Caietti) (August 14, 2026)

Bebe Ibvisayi Lashley v. Robbins Research International, Inc., San Diego County Sup. Ct. Case No. 25CU007101C (Hon. Michael D. Washington) (August 14, 2026)

Jennifer Espinoza Corea v. Intermountain Management, L.L.C., et al., San Diego County Sup. Ct. Case No. 24CU004106C (Hon. Gregory W. Pollack) (August 7, 2026)

Nathan Perez v. Waterco of the Central States, Inc., et al., San Diego County Sup. Ct. Case No. 25CU026729C (Hon. Gregory W. Pollack) (July 30, 2026)

Jongbyuk Kim v. Kru Partners, LLC DBA Kru Contemporary Japanese Cuisine, Sacramento County Sup. Ct. Case No. 24CV015292 (Hon. Jill H. Talley) (July 29, 2026)

Edith Martinez, et al. v. American Innotek, Inc., San Diego County Sup. Ct. Case No. 25CU002442C (Hon. Matthew C. Branner) (July 24, 2026)

Sabrina Walker v. Somagen Healthcare III, Inc., San Diego County Sup. Ct. Case No. 24CU003757C (Hon. Loren Freestone) (July 17, 2026)

Mauricio Torres v. Macro Pro, Inc., San Diego County Sup. Ct. Case No. 37-2024-00025803-CU-OE-CTL (Hon. Loren Freestone) (July 17, 2026)

Daniely Magana Rubio v. Pinnacle International Development, Inc., San Diego County Sup. Ct. Case No. 24CL001089C (Hon. Wendy M. Behan) (July 17, 2026)

Luis Cruz v. Quantix SCS, LLC, San Diego County Sup. Ct. Case No. 24CU021959C (Hon. Blaine K. Bowman) (July 17, 2026)

Luis Luna v. K Motors 2, Inc., San Diego County Sup. Ct. Case No. 25CU030754C (Hon. Carolyn M. Caietti) (July 16, 2026)

Anthony Williams, et al. v. Davidson Hotel Company, LLC, Spokane County Sup. Ct. Case No. 25-2-00229-32 (Hon. Candie M. Dibble) (July 9, 2026)

Eileen Seffron, et al. v. SIR Fitness Holdings, LLC, San Diego County Sup. Ct. Case No. 37-2023-00040619-CU-OE-CTL (Hon. Evan P. Kirvin) (July 8, 2026)

David Edwards v. American Electric, Inc., Benton County Sup. Ct. Case No. 25-2-00362-03 (Hon. Bronson Brown) (June 26, 2026)

John Brayall v. Castleworks Home Services Company, et al., San Diego County Sup. Ct. Case No. 37-2023-00021278-CU-OE-CTL (Hon. Matthew C. Braner) (June 26, 2026)

Rene Cabrera, et al. v. Umansky Automotive Group, et al., Alameda County Sup. Ct. Case No. 24CV070868 (Hon. Patrick McKinney) (June 24, 2026)

Epitacio Leon v. Builders Fence Company, Inc., San Diego County Sup. Ct. Case No. 24CU016452C (Hon. Wendy M. Behan) (June 23, 2026)

Adrian Morales, et al. v. Tom Malloy Corporation, San Diego County Sup. Ct. Case No. 25CU042653C (Hon. Michael D. Washington) (June 18, 2026)

Justin Romprey v. Hearx West LLC DBA Hearusa, San Diego County Sup. Ct. Case No. 24CU025143C (Hon. Judy S. Bae) (June 17, 2026)

Alexa Britt v. San Diego Hotel Company LLC, San Diego County Sup. Ct. Case No. 24CU012268C (Hon. Judy S. Bae) (June 5, 2026)

Kazzandra Montoya v. Child Development Associates Incorporated, San Diego County Sup. Ct. Case No. 37-2024-00029581-CU-OE-CTL (Hon. Loren Freestone) (June 5, 2026)

Melissa Pope, et al. v. AGI Post, Inc., et al., San Diego County Sup. Ct. Case No. 24CU005384C (Hon. Loren Freestone) (May 18, 2026)

Napoleon Wilson v. Sullivan Properties Inc. DBA Fairgrove Property Management, San Diego County Sup. Ct. Case No. 24CL013656C (Hon. Michael T. Smyth) (May 13, 2026)

Carlos Amador Perez v. Children's Paradise, Inc., San Diego County Sup. Ct. Case No. 24CU007810C (Hon. Matthew C. Braner) (May 6, 2026)

Daisy Macias, et al. v. Planned Parenthood of the Pacific Southwest, San Diego County Sup. Ct. Case No. 25CU025541C (Hon. Michael T. Smyth) (May 5, 2026)

Eneil Stone v. International Building Materials, LLC, Thurston County Sup. Ct. Case No. 24-2-03195-34 (Hon. Chris Lanese) (May 1, 2026)

Daniel Fabian v. Dealer Tire LLC, San Diego County Sup. Ct. Case No. 37-2023-00052611-CU-OE-CTL (Hon. Wendy M. Behan) (May 1, 2026)

Filbert Namo v. All-Pro Bail Bonds Inc., San Diego County Sup. Ct. Case No. 25CU039133C (Hon. Gregory W. Pollack) (May 1, 2026)

Amos Maldonado v. Funko LLC, San Diego County Sup. Ct. Case No. 37-2024-00017602-CU-OE-CTL (Hon. Marcella O. McLaughlin) (May 1, 2026)

Franco Masada v. Ferry International LLC, San Diego County Sup. Ct. Case No. 24CU009941C (Hon. Katherine A. Bacal) (May 1, 2026)

Carmina Torres v. First Meridian Home Care Services, Inc. DBA Meridian Home Care LLC, San Diego County Sup. Ct. Case No. 24CU016862C (Hon. Carolyn M. Caietti) (April 29, 2026)

Christopher Coney v. DMSI Staffing LLC, et al., San Diego County Sup. Ct. Case No. 25CU011805C (Hon. Michael D. Washington) (April 24, 2026)

Randi Sycks v. Incyte Pathology, Inc., Spokane County Sup. Ct. Case No. 24-2-02294-32 (Hon. Breean Beggs) (April 23, 2026)

Michael E. Osley, Jr. v. Bandon Fitness [Texas], Inc., San Diego County Sup. Ct. Case No. 37-2024-00011471-CU-OE-CTL (Hon. Evan P. Kirvin) (April 21, 2026)

Maria Fuoco v. TDIC Insurance Solutions, Sacramento County Sup. Ct. Case No. 24CV025040 (Hon. Lauri A. Damrell) (April 17, 2026)

Glory Orekoya v. Inspyr Solutions LLC, et al., Alameda County Sup. Ct. Case No. 24CV085153 (Hon. S. Raj Chatterjee) (April 14, 2026)

Daniel Munoz v. ARS REI USA Corp., San Diego County Sup. Ct. Case No. 24CU013657C (Hon. Blaine K. Bowman) (April 3, 2026)

Martin Aldrete, et al. v. JAL Equity Corp. DBA Marketing.com, et al., San Diego County Sup. Ct. Case No. 24CU003448C (Hon. Wendy M. Behan) (April 3, 2026)

Mason Griffin v. JKB Financial, Inc., San Diego County Sup. Ct. Case No. 25CU017449C (Hon. Evan P. Kirvin) (April 1, 2026)

Charles Madrid v. Grand America Hotels & Resorts, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023471-CU-OE-CTL (Hon. Blaine K. Bowman) (March 27, 2026)

Salvador Cruz v. Khanna Enterprises VI LP, et al., San Diego County Sup. Ct. Case No. 25CU014533C (Hon. Loren Freestone) (March 13, 2026)

Zachary Lacono v. CC of San Diego, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00029215-CU-OE-CTL (Hon. Marcella O. McLaughlin) (March 6, 2026)

Eloina Vigil v. SLH Escondido Manager, LLC, San Diego County Sup. Ct. Case No. 37-2024-00013517-CU-OE-CTL (Hon. Loren Freestone) (March 5, 2026)

Matthew Falcosky v. Consolidated Electrical Distributors, Inc., King County Sup. Ct. Case No. 24-2-29691-3 (Hon. Suzanne Parisien) (February 27, 2026)

Carlos Marquez, et al. v. Naval Engineering Support Inc., San Diego County Sup. Ct. Case No. 37-2024-00023814-CU-OE-CTL (Hon. Katherine A. Bacal) (February 20, 2026)

Darby Churchill, et al. v. Interim Healthcare San Diego LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00032762-CU-OE-CTL (Hon. Evan P. Kirvin) (February 6, 2026)

Abraham Iriarte v. KFM Restaurants LP, San Diego County Sup. Ct. Case No. 24CU019915C (Hon. Gregory W. Pollack) (February 6, 2026)

Shawntay Ellison v. CHW Entertainment, Inc., San Diego County Sup. Ct. Case No. 37-2024-00020465-CU-OE-CTL (Hon. Loren Freestone) (February 6, 2026)

Charles Constantino v. Good Samaritan Shelter, Santa Barbara County Sup. Ct. Case No. 24CV04221 (Hon. James F. Rigali) (February 3, 2026)

Monica Velarde v. San Diego Imaging Management, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00030937-CU-OE-CTL (Hon. Gregory W. Pollack) (January 30, 2026)

Emilie Hanne v. Unio Health Partners LLC, San Diego County Sup. Ct. Case No. 37-2024-00019901-CU-OE-CTL (Hon. Euketa Oliver) (January 23, 2026)

Nieemah Jenkins v. ArcherAviation Operating Corp., et al., Alameda County Sup. Ct. Case No. 24CV086806 (Hon. Rebekah Evenson) (January 22, 2026)

Jose Martinez v. HES Commercial, Inc., et al., San Diego County Sup. Ct. Case No. 24CU000888C (Hon. Evan P. Kirvin) (January 21, 2026)

Neyly Becerra v. St. Madeleine Sophie's Center, San Diego County Sup. Ct. Case No. 37-2024-00007254-CU-OE-CTL (Hon. Matthew C. Braner) (January 16, 2026)

James Woodruff v. Ormat Technologies, Inc., Imperial County Sup. Ct. Case No. ECU003647 (Hon. L. Brooks Anderholt) (January 15, 2026)

Sayprasith Phahongchanh v. Columbia Machine, Inc., Clark County Sup. Ct. Case No. 24-2-03542-06 (Hon. Gregory M. Gonzales) (January 14, 2026)

Zion Jackson v. Loyola Marymount University, Los Angeles County Sup. Ct. Case No. 24STCV14085 (Hon. Laura A. Seigle) (January 12, 2026)

Brian Harris, et al. v. Securespace Management, LLC, San Diego County Sup. Ct. Case No. 37-2024-00023760-CU-OE-CTL (Hon. Wendy M. Behan) (January 9, 2026)

Marcelina Pereyra, et al. v. GAT Airline Ground Support Inc., San Diego County Sup. Ct. Case No. 37-2024-00000064-CU-OE-CTL (Hon. Carolyn Caietti) (January 9, 2026)

Maria Bermudez, et al. v. Lendmark Financial Services LLC, San Diego County Sup. Ct. Case No. 24CU013255C (Hon. Euketa Oliver) (January 9, 2026)

Loomer, et al. v. Vaagen Bros Lumber, Inc., United States District Court, Eastern District of Washington, Case No. 2 :24-cv-0206-TOR (Hon. Thomas O. Rice) (December 10, 2025)

Hung Nguyen v. DUAL North America, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023462-CU-OE-CTL (Hon. James Mangione) (December 5, 2025)

Marie Macias v. Patterson Dental Supply, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00016055-CU-OE-CTL (Hon. Marcella O. McLaughlin) (December 5, 2025)

Robert Frosio v. La Jolla Beach and Tennis Club Partners L.P., et al., San Diego County Sup. Ct. Case No. 24CU003072C (Hon. James Mangione) (November 26, 2025)

Dustin Bottomley, et al. v. Six Maritime, Inc., San Diego County Sup. Ct. Case No. 37-2024-00018510-CU-OE-CTL (Hon. Marcela O. McLaughlin) (November 21, 2025)

Arik Papa v. Geocon, Inc., San Diego County Sup. Ct. Case No. 37-2024-00029093-CU-OE-CTL (Hon. Wendy M. Behan) (November 14, 2025)

Maria Cisneros v. ISL Employees, Inc. dba Integral Senior Living, et al., San Diego County Sup. Ct. Case No. 37-2024-00009110-CU-OE-NC (Hon. Michael D. Washington) (November 14, 2025)

Tonya Miller v. Cascadia Senior Living, LLC, Pierce County Sup. Ct. Case No. 23-2-11217-8 (Hon. Angelica Williams) (November 14, 2025)

Myrella Thomas, et al. v. ACES 2020 I, LLC, et al., Alameda County Sup. Ct. Case No. 24CV061880 (Hon. Somnath Raj Chatterjee) (November 4, 2025)

Renee Davin, et al. v. Rock Basin LLC, San Diego County Sup. Ct. Case No. 37-2023-00038275-CU-OE-CTL (Hon. Wendy M. Behan) (October 31, 2025)

Anton Louis Thompson v. Career Systems Development Corporation, et al., Sacramento County Sup. Ct. Case No. 24CV009265 (Hon. Jill H. Talley) (October 28, 2025)

Victor Fragosa, et al. v. Sudberry Properties, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00010679-CU-OE-CTL (Hon. Matthew C. Braner) (October 24, 2025)

Irianny Ibarra v. Institutes of Health, LLC, et al., San Diego County Sup. Ct. Case No. 24CU008055C (Hon. Blaine K. Bowman) (October 10, 2025)

Martha Brito v. Ready America, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00016167-CU-OE-CTL (Hon. Wendy M. Behan) (October 2, 2025)

Samantha Mendez, et al. v. AE Retail West LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00014789-CU-OE-CTL (Hon. Judy S. Bae) (September 25, 2025)

Nick De Vera, et al. v. Leica Biosystems Imaging, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00035127-CU-OE-CTL (Hon. Gregory W. Pollack) (September 12, 2025)

Ray Dyer v. Kenny Brothers, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00045013-CU-OE-CTL (Hon. Gregory W. Pollack) (September 12, 2025)

Maria Galecio-Cruz v. Southern California Specialty Care, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00009287-CU-OE-CTL (Hon. Judy S. Bae) (September 5, 2025)

Onoray Davis Jr., et al. v. AllSafe Services, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00054447-CU-OE-CTL (Hon. Wendy M. Behan) (August 22, 2025)

Ashley Garcia v. Coastal Clinical & Management Services, Inc. et al., San Diego County Sup. Ct. Case No. 37-2024-00016933-CU-OE-CTL (Hon. Wendy M. Behan) (August 22, 2025)

Alejandro Esparza v. Otay Mesa Sales, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00014957-CU-OE-CTL (Hon. Richard S. Whitney) (August 20, 2025)

Shamonique Lashawn Malone-Boyd v. NuCO2 Management LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00043224-CU-OE-CTL (Hon. Katherine A. Bacal) (August 8, 2025)

Maria Ramirez Tapia v. NakedMD Inc., San Diego County Sup. Ct. Case No. 24CL003956C (Hon. Loren Freestone) (August 7, 2025)

Sierra Pullum v. Arizona Leather Company, Inc., San Diego County Sup. Ct. Case No. 37-2023-00038544-CU-OE-CTL (Hon. Wendy M. Behan) (August 1, 2025)

Keri Park v. EcoATM, LLC, San Diego County Sup. Ct. Case No. 37-2023-00021318-CU-OE-CTL (Hon. Wendy M. Behan) (August 1, 2025)

Linda Davis, et al. v. Sun Pacific Energy, Inc., King County Sup. Ct. Case No. 24-2-04616-0 SEA (Hon. Todd D. Tinker) (August 1, 2025)

Joseph Lagasse v. Alta Pest Control LLC, King County Sup. Ct. Case No. 24-2-10137-3 SEA (Hon. Kristin Ballinger) (July 18, 2025)

Michael Bradley v. The Crack Shack Enterprises, LLC et al., San Diego County Sup. Ct. Case No. 24CL000768C (Hon. Blaine K. Bowman) (July 16, 2025)

Troy Long, et al. v. Vicar Operating Inc., San Diego County Sup. Ct. Case No. 37-2023-00031023-CU-OE-CTL (Hon. Wendy M. Behan) (July 11, 2025)

Noa Olvera v. American Recycling International Inc., San Diego County Sup. Ct. Case No. 37-2024-00027297-CU-OE-CTL (Hon. Joel R. Wohlfeil) (July 11, 2025)

Alejandra Gamino v. Nishiki Diner USA, Inc., et al., San Diego County Sup. Ct. Case No. 24CU000269C (Hon. Marcella O. McLaughlin) (June 26, 2025)

Paul Shelford v. Atlantic Aviation FBO Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00033584-CU-OE-CTL (Hon. Carolyn Caietti) (May 23, 2025)

Nathaneal Taylor, et al. v. Hallcon Corporation, et al., San Diego County Sup. Ct. Case No. 37-2023-00021029-CU-OE-CTL (Hon. Carolyn Caietti) (May 23, 2025)

Katherine Wishnick v. Big Daddy's Oil 22, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00001414-CU-OE-CTL (Hon. Judy S. Bae) (May 23, 2025)

Natalie DiTerlizzi v. V Shred, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00023334-CU-OE-CTL (Hon. Marcella O. McLaughlin) (May 16, 2025)

Yvonne Gonzalez, et al. v. West Marine Products, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00017462-CU-OE-CTL (Hon. Blaine K. Bowman) (May 9, 2025)

Kandace Battle, et al. v. California Clinic Management, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00039498-CU-OE-CTL (Hon. Loren G. Freestone) (May 9, 2025)

Rosa Yareli Figueroa v. Biolife Plasma Services L.P., et al., San Diego County Sup. Ct. Case No. 37-2023-00032681-CU-OE-CTL (Hon. Katherine Bacal) (May 2, 2025)

Jailene Martinez v. Soapy Joe's Group, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00053126-CU-OE-CTL (Hon. Gregory W. Pollack) (April 18, 2025)

Sepher Flores, et al. v. U Gym, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-000539848-CU-OE-CTL (Hon. Joel R. Wohlfeil) (April 18, 2025)

Nataly Gomez v. Pie Venture, LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00002648-CU-OE-CTL (Hon. Gregory W. Pollack) (April 18, 2025)

Kody Hornburg, et al. v. Pacifica Companies, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00002433-CU-OE-CTL (Hon. Wendy H. Behan) (April 17, 2025)

Raul Gonzalez v. Simon Management Associates, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00036919-CU-OE-CTL (Hon. James A. Mangione) (March 21, 2025)

Caitlin Ortiz v. AssuredPartners of California Insurance Services LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00043182-CU-OE-CTL (Hon. James A. Mangione) (March 21, 2025)

Erica Jones v. Bay City Equipment Industries, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00046654-CU-OE-CTL (Hon. Marcella O. McLaughlin) (March 14, 2025)

Trevor Morton v. Associated Microbreweries, LTD., dba Karl Strauss Brewing Company, et al., San Diego County Sup. Ct. Case No. 2020-00016542-CU-OE-CTL (Hon. Katherine Bacal) (February 24, 2025)

Michael Del Toro v. Abzena (San Diego) Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00017443-CU-OE-CTL (Hon. Joel R. Wohlfeil) (February 20, 2025)

Albert Federico v. A.S.I. Hastings, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00012941-CU-OE-CTL (Hon. Michael T. Smyth) (February 10, 2025)

Cesar Flores v. NextEra Energy Operating Services, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00034497-CU-OE-CTL (Hon. Richard S. Whitney) (February 7, 2025)

Brook Freeze v. MHX, LLC, et al., San Bernardino County Sup. Ct. Case No. CIVSB2205903 (Hon. Christian Towns) (February 6, 2025)

Lisset Tredo v. Ademco Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00027207-CU-OE-CTL (Hon. Carolyn Caietti) (January 31, 2025)

Mariana Robles v. Louis Vuitton USA, Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00042954-CU-OE-CTL (Hon. Robert Longstreth) (January 29, 2025)

Irving Williams v. Trident Maritime Systems, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00021186-CU-OE-CTL (Hon. Marcella O. McLaughlin) (January 10, 2025)

Janeth Robledo v. Global Equity Finance Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00023181-CU-OE-CTL (Hon. Michael T. Smyth) (January 10, 2025)

Alexa Basnar v. Desert Ventures EWC1, LLC, et al., San Bernardino County Sup. Ct. Case No. CIVSB2307814 (Hon. Christian Towns) (January 6, 2025)

Jaime De La O v. Scout Distribution LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00030227-CU-OE-CTL (Hon. Carolyn M. Caietti) (December 20, 2024)

Hannah Lightfoot v. Dispatchhealth Management, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00031018-CU-OE-CTL (Hon. Blaine K. Bowman) (November 22, 2024)

Carlos Lira v. Anheuser-Busch, LLC, San Diego County Sup. Ct. Case No. 37-2023-00038074-CU-OE-CTL (Hon. Matthew C. Braner) (November 18, 2024)

Raquel Felix v. Innovative Emergency Management, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00012142-CU-OE-CTL (Hon. Matthew C. Braner) (October 25, 2024)

Ricardo Flores v. Skaggs Mission Support Specialists, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00051810-CU-OE-CTL (Hon. Matthew C. Braner) (October 25, 2024)

Ashley Nunez Estrada v. Baxter Hotel Group, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00052417-CU-OE-CTL (Hon. Katherine A. Bacal) (October 16, 2024)

Phuong Tran, et al. v. Johnson Matthey, Inc., San Diego County Sup. Ct. Case No. 37-2023-00029095-CU-OE-CTL (Hon. Richard S. Whitney) (October 4, 2024)

Caitlin Raymond v. Alphatec Spine, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00012914-CU-OE-CTL (Hon. Joel Wohlfeil) (October 4, 2024)

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Soto, et al. v. Bonita Packing Co., Santa Barbara County Sup. Ct., No. 19CV02543 (Hon. Timothy J. Staffel) (October 28, 2020)