

1 **BIBIYAN LAW GROUP, P.C.**

2 David D. Bibiyan (SBN 287811)

3 *david@tomorrowlaw.com*

4 Vedang J. Patel (SBN 328647)

5 *vedang@tomorrowlaw.com*

6 1460 Westwood Boulevard

7 Los Angeles, California 90024

8 Tel: (310) 438-5555; Fax: (310) 300-1705

9 Attorneys for Plaintiff, JAIME ZAMORA FIDEL,
10 on behalf of himself and all others similarly situated and aggrieved

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 JAIME ZAMORA FIDEL, as an individual,
14 and on behalf of all other aggrieved
15 employees under the Labor Code
16 Private Attorneys' General Act of 2004,

17 Plaintiff,

18 v.

19 DICK BROWNING, INC., a California
20 corporation; CERRITOS DODGE, INC.,
21 a California corporation; VICTORVILLE
22 NISSAN, INC., a California corporation;
23 HIGH DESERT AUTOS, I NC., a
24 California corporation; DAV, INC., a
25 California corporation; VAHL, INC., a
26 California corporation; AUTO SQUARE
27 AUTOS, INC., a California corporation;
28 TRIANGLE MOTORS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No: 24STCV11259

**DECLARATION OF KENNETH
SELIGSON IN SUPPORT OF
PLAINTIFFS' MOTION FOR APPROVAL
OF REPRESENTATIVE SETTLEMENT**

1 I, Kenneth Seligson, hereby declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-
4 at-law and the owner of the law firm Seligson Law P.C.

5 2. I am co-counsel of record for Plaintiff Jessy Vargas (hereinafter “Plaintiff
6 Vargas”). This matter is part of a global resolution that also includes claims brought by Plaintiff
7 Jaime Zamora Fidel (hereinafter “Plaintiff Fidel”), who is separately represented by counsel.

8 3. This declaration is being submitted in support of Plaintiffs’ Motion for
9 Approval of PAGA Settlement.

10 4. A true and correct copy of Plaintiff Vargas’ PAGA Notice filed with the Labor
11 and Workforce Development Agency (“Vargas PAGA Notice”) is attached hereto as Exhibit #1.

12 5. A true and correct copy of the Attorney Task and Time Chart that sets forth in
13 detail the nature of the legal services provided by Seligson Law, PC, and the time incurred in
14 performing those services, is attached hereto as Exhibit #2.

15 6. A true and correct copy of Kenneth Seligson’s resume detailing representative cases
16 handled by Seligson Law P.C is attached hereto as Exhibit #3.

17 7. As of the date of this Declaration, and based on counsel’s reasonable
18 investigation, the parties are not aware of any other pending or resolved actions, whether
19 individual, representative, or class, that may be impacted by the proposed PAGA settlement.

20 8. Plaintiff Vargas is represented by competent and experienced counsel to pursue
21 their claims. I established Seligson Law P.C. in January 2022. The Firm is a boutique plaintiff
22 firm representing aggrieved employees and consumers throughout California in wage and hour
23 class actions, PAGA Actions, and complex litigation matters. The Firm currently consists of
24 myself, Richard Jordan (Senior Attorney), Jessica An (Associate Attorney), and Theresa
25 Dobrash (Paralegal).

26 9. I am co-counseling this case with three firms that have significant class and
27 collective action counsel experience: JCL Law Firm APC, Zakay Law Group, APLC, Bibiyan
28 Law Group, P.C.

1 10. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
2 Employees. I have extensive experience with wage and hour class and representative actions
3 litigation like this matter, and employment matters in general. I can, will and have adequately
4 represented the interests of the Plaintiffs, the State of California and the Aggrieved Employees
5 throughout this action.

6 11. I have represented consumers and employees in California class actions, and
7 complex multi-party litigation for more than 7 years. I have been in practice as a plaintiffs' civil
8 litigation attorney since June 2019.

9 12. I have successfully tried one jury trial to conclusion.

10 13. As PAGA Counsel I have expended \$5002.82 prosecuting this action.

11 14. PAGA Counsel's out-of-pocket expenses are the types of expenses normally
12 charged to paying clients including the following: filing fees; copying; postage; factual and legal
13 research charges; mediation fees; and expert costs which were all incurred during, and were
14 necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

15 15. In a common fund settlement "[t]he lodestar method is merely a cross-check on
16 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050,
17 n.5 (9th Cir. 2002). The contemporaneous billing records for all my firm evidence that as of
18 April 6, 2026, Counsel's current total lodestar is **\$49,739.33**, with additional fees still to be
19 incurred.

20 16. Counsel retained on a contingency fee basis, whether in private matters or in
21 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-
22 contingent fee schedule in order to compensate for both the risks and the delay in payment for
23 the simple fact that despite the most vigorous and competent of efforts, success is never
24 guaranteed. Indeed, if counsel is not adequately compensated for the risks inherent in difficult
25 class actions, competent attorneys will be discouraged from prosecuting similar cases.

26 17. I have reviewed my firm's lodestar in this matter and believe the charges are
27 reasonable and were reasonably necessary to the conduct of the case. From approximately
28 December 22, 2022, through April 6, 2026, my firm has worked more than 56.90 hours

1 prosecuting these claims with the attorneys' hourly fee rates for the handling attorneys of \$595
2 resulting in current lodestar equaling **\$49,739.33**.

3 18. In addition, Class Counsel will be performing additional work, including
4 attending the hearing on final approval, finalizing the orders and judgment and monitoring
5 completion of the settlement process. I expect this additional work will result in at least \$5,000
6 to \$15,000 in additional loadstar, bringing the multiplier even lower. The rates charged by my
7 firm are in line with the prevailing rates of attorneys in the local legal community for similar
8 work and, if this were a commercial matter, these are the charges that would be made and
9 presented to the client. These hourly rates have been approved by Court's throughout California,
10 including the Courts in the Superior Court of California. Finally, the reasonableness of Class
11 Counsel's hourly rates is further confirmed by comparing such rates with the rates of
12 comparable counsel practicing complex and class litigation as detailed in the National Law
13 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S.
14 Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate
15 for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
16 compared within 21 other firms practicing in the Southern District of California.) This survey is
17 useful to show that Class Counsel's rates are in line with the comparable rates of the defense
18 counsel that opposes these types of class claims, such as Mayer Brown. In another example,
19 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by
20 Class Counsel charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
21 Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for
22 partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for
23 comparable work are less than these examples, and are therefore undoubtedly reasonable.
24 Therefore, the requested fee award as a percentage of the fund is supported by the overall
25 lodestar incurred which is less than the multiplier approved in *Laffitte* and lower than the
26 multiplier approved in other cases. The requested award is therefore reasonable viewed by the
27 Lodestar/Multiplier cross-check.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on April 7, 2026, at Los Angeles,
3 California.

4 **SELIGSON LAW P.C.**

5
6 By: *Kenneth Seligson*
7 Kenneth Seligson
8 Attorneys for Plaintiff
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

SELIGSON LAW

LAW CLERK
Minh-Dang Caohuu

October 11, 2022

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

Auto Square Autos Inc.
c/o Matthew Browning
18803 Studebaker Rd
Cerritos, CA 90703

PO Box 367
Cerritos, CA 90701

Sent via Certified Mail and Return Receipt

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff Jessy Vargas (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendants Auto Square Autos Inc. Db a Cerritos Acura (“Defendant”). Defendant employed Plaintiff in California from September of 2019 to March of 2022 as a non-exempt employee, paid a salary, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. The aggrieved employees also worked at times for Defendant as commission-based sales employees entitled to be separately compensated for their non-productive time, including rest periods. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and

SELIGSON LAW
Ken@Seligsonlaw.com
(845) 988-8548

2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt, exempt, commission-based, and piece-rate employees who worked for Defendant in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendant, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

SELIGSON LAW



Kenneth Seligson

Enclosure (1)

SELIGSON LAW

Kenneth A. Seligson (State Bar #326326)
4046 Wade Street, Unit 1
Los Angeles, California 90066
Telephone: (845) 988-8548
Ken@SeligsonLaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com

Attorneys for Plaintiff Jessy Vargas

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

Jessy Vargas, an individual, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiff,

v.

Auto Square Autos Inc., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. VIOLATIONS OF THE PRIVATE
ATTORNEY GENERAL ACT AT
LABOR CODE SECTIONS 2698 *ET SEQ.*

1 Plaintiff JESSY VARGAS (“PLAINTIFF”), an individual, in his representative capacity on
2 behalf of himself, the State of California, and fellow current and former AGGRIEVED EMPLOYEES,
3 defined *supra*, against Defendants AUTO SQUARE AUTO INC. (“Defendant Cerritos Acura”), and
4 DOES 1-50 (“Defendant Does”) (collectively “DEFENDANTS”), alleges on information and belief,
5 except for his own acts and knowledge which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this representative action pursuant to the Private Attorneys General
8 Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former
9 aggrieved employees of DEFENDANTS for engaging in a pattern and practice of wage and hour
10 violations under the California Labor Code.

11 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
12 decreased their employment-related costs by systematically violating California wage and hour laws.

13 3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order violations
14 toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

- 15 a. Failure to provide compliant meal and rest periods;
- 16 b. Failure to allow employees to take duty-free meal and rest periods;
- 17 c. Failure to pay all minimum, regular and overtime wages;
- 18 d. Failure to correctly calculate the regular rate of pay;
- 19 e. Failure to failed to pay for all hours worked;
- 20 f. Failure to maintain true and accurate records;
- 21 g. Failure to reimburse for required business expenses;
- 22 h. Failure to provide accurate itemized wage statements; and
- 23 i. Failure to timely pay wages due during, and upon termination of employment.

24 4. PLAINTIFF brings this representative action against DEFENDANTS on behalf of himself
25 and all other aggrieved employees of DEFENDANTS in California seeking all civil penalties and
26 unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California

THE PARTIES

6. Defendant AUTO SQUARE AUTO INC. (“Defendant Cerritos Acura”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

7. Defendant Does 1-50 (“Defendant Does”) are is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

8. DEFENDANTS own, operate, and/or manage car dealerships in California, including in the county of Los Angeles, where PLAINTIFF worked.

9. DEFENDANTS employed PLAINTIFF in California from September of 2019 to March of 2022 and at all times was classified by DEFENDANTS as a non-exempt employee, paid on a purely commission basis, then paid on a salary basis, and then on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

10. PLAINTIFF brings this action in his representative capacity on behalf of the State of California and on behalf of all individuals who are or previously were employed by Defendant Cerritos Acura and classified as non-exempt, exempt, piece-rate-based and/or commission-based employees in California who suffered one or more Labor Code violations enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who worked for DEFENDANTS between October 11, 2021 and the present (“PAGA PERIOD”).

11. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code § 2699(c) because he was employed by DEFENDANTS and suffered one or more of the alleged Labor Code violations committed by DEFENDANTS.

12. PLAINTIFF and all other AGRIEVED EMPLOYEES are, and at all relevant times were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code and the applicable Industrial Welfare Commission Wage Order.

13. Each of the fictitiously named defendants participated in the acts alleged in this Complaint. The true names and capacities of the defendants named as DOES 1 THROUGH 50, inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts alleged in this Complaint.

14. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively “DEFENDANTS”), were PLAINTIFF’s employers or persons acting on behalf of PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

15. DEFENDANTS were PLAINTIFF's employer or persons acting on behalf of PLAINTIFF's employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

JOINT EMPLOYER

16. The Private Attorney General Act (“PAGA”), permits an aggrieved employee to enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* § 2699(a).)

17. Section 558 of the California Labor Code provides that “any employer *or other person* acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).);

18. Section 1197.1 of the Labor Code provides that “[a]ny employer or *other person* acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

1 19. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held that
2 a corporate employer's owners, officers and directors, are subject to civil penalties for the employer's
3 failure to pay appropriate wages to its employees, and, since liability under either 558 or 1197.1 does
4 not depend on a finding of an alter ego, no alter ego allegations or findings are necessary. *Atempa v.*
5 *Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v. Cjaders Food, Inc.* (2009
6 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203 Cal.App.4th 1112, 1145-1146.

7 20. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and each
8 of them, are subject to civil penalties for their failure to pay PLAINTIFF and the aggrieved employees
9 the appropriate wages as complained of herein and proximately caused the complaints, injuries, and
10 damages alleged herein.

11 21. At all relevant times, each Defendant, whether named or fictitious, was the agent,
12 employee or other person acting on behalf of each other Defendant, and, in participating in the acts
13 alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts
14 of the other.

15 22. Each Defendant, whether named or fictitious, exercised control over PLAINTIFF's
16 wages, working hours, and/or working conditions.

17 23. Each Defendant, whether named or fictitious, acted in all respects pertinent to this action
18 as the agent of the other DEFENDANTS, carried out a joint scheme, business plan or policy, and the
19 acts of each Defendant are legally attributable to the other DEFENDANTS.

20 **JURISDICTION AND VENUE**

21 24. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This Court
23 has jurisdiction over PLAINTIFF's claims for civil penalties under the Private Attorney General
24 Act of 2004, California Labor Code §2698, *et seq.*

25 25. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
26 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County,
27 and DEFENDANTS (i) currently maintain and at all relevant times maintained offices and facilities in
28

1 this County and/or conducts substantial business in this County, and (ii) committed the wrongful
2 conduct herein alleged in this County against PLAINTIFF and the AGGRIEVED EMPLOYEES.

3 **THE CONDUCT**

4 26. In violation of the applicable sections of the California Labor Code and the requirements
5 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
6 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
7 compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other
8 AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and the other
9 AGGRIEVED EMPLOYEES for all time worked, failed compensate PLAINTIFF for off-the-clock
10 work, failed to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES overtime at the correct
11 regular rate of pay, failed to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES meal
12 rest premiums at the regular rate, failed to reimburse PLAINTIFF and other AGGRIEVED
13 EMPLOYEES for business expenses, and failed to issue to PLAINTIFF and the AGGRIEVED
14 EMPLOYEES with accurate itemized wage statements showing, among other things, all applicable
15 commissions rates in effect during the pay periods and the corresponding amount of commissions
16 earned during the period, and all hourly rates in effect during the pay periods and the corresponding
17 amount of time worked at each hourly rate. DEFENDANTS' uniform policies and practices are
18 intended to purposefully avoid the accurate and full payment for all time worked as required by
19 California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over
20 competitors who comply with the law. To the extent equitable tolling operates to toll claims by the
21 AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted
22 accordingly.

23 **A. Meal Period Violations**

24 27. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
25 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the
26 time during which an employee is subject to the control of an employer, including all the time the
27 employee is suffered or permitted to work. From time-to-time during the PAGA PERIOD,
28 DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying them

1 for all the time they were under DEFENDANTS' control. Specifically, as a result of PLAINTIFF's
2 demanding work requirements and DEFENDANTS' understaffing, DEFENDANTS required
3 PLAINTIFF to work during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF
4 often fielded calls from clients during his meal breaks, and indeed there were many days where
5 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other AGGRIEVED
6 EMPLOYEES forfeited minimum wage and overtime wages by regularly working without their time
7 being accurately recorded and without compensation at the applicable minimum wage and overtime
8 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other AGGRIEVED
9 EMPLOYEES for all time worked is evidenced by DEFENDANTS' business records.

10 28. From time-to-time during the PAGA PERIOD, as a result of their rigorous work
11 requirements and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other AGGRIEVED
12 EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and were
13 not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED EMPLOYEES
14 were required from time to time to perform work as ordered by DEFENDANT for more than five (5)
15 hours during some shifts without receiving a meal break. Further, DEFENDANTS from time to time
16 failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period
17 for some workdays in which DEFENDANT required these employees to work ten (10) hours of work
18 from time to time. The nature of the work performed by PLAINTIFF and other AGGRIEVED
19 EMPLOYEES does not qualify for limited and narrowly construed "on-duty" meal period exception.
20 When they were provided with meal periods, PLAINTIFF and other AGGRIEVED EMPLOYEES
21 were, from time to time, required to remain on duty and on call. PLAINTIFF and other AGGRIEVED
22 EMPLOYEES therefore forfeited meal breaks without additional compensation and in accordance with
23 DEFENDANTS' strict corporate policy and practice.

24 **B. Rest Period Violations**

25 29. From time-to-time during the PAGA PERIOD, PLAINTIFF and other AGGRIEVED
26 EMPLOYEES were also required from time to time to work in excess of four (4) hours without being
27 provided ten (10) minute rest periods as a result of their rigorous work requirements and
28 DEFENDANTS' inadequate staffing. Further, for the same reasons these employees were denied their

1 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours
2 from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of
3 between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least
4 ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. When they were
5 provided with rest breaks, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to
6 time, required to remain on duty and/or on call. PLAINTIFF and other AGGRIEVED EMPLOYEES
7 were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules
8 and DEFENDANTS' inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were
9 from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

10 **C. Unreimbursed Business Expenses**

11 31. DEFENDANTS as a matter of corporate policy, practice, and procedure, intentionally,
12 knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF and the
13 AGGRIEVED EMPLOYEES for required business expenses incurred by the PLAINTIFF and other
14 AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of
15 DEFENDANTS. Under California Labor Code Section 2802, employers are required to indemnify
16 employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802
17 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or
18 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
19 her obedience to the directions of the employer, even though unlawful, unless the employee, at the time
20 of obeying the directions, believed them to be unlawful."

21 32. In the course of their employment, DEFENDANTS required PLAINTIFF and other
22 AGGRIEVED EMPLOYEES to use personal cellular phones as a result of and in furtherance of their
23 job duties as employees for DEFENDANTS but were not reimbursed or indemnified by DEFENDANTS
24 for the cost associated with the use of the personal cellular phones for DEFENDANTS' benefit, without
25 reimbursement from the DEFENDANTS in violation of California Labor Code Section 2802.
26 PLAINTIFF used numerous phone applications to support the DEFENDANTS' business operations.

27 33. As a result, in the course of their employment with DEFENDANTS, PLAINTIFFS and the
28 other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were

1 not limited to costs related to the use of their personal cellular phones, all on behalf of and for the benefit
2 of DEFENDANTS.

3 **D. Wage Statement Violations**

4 34. California Labor Code Section 226 requires an employer to furnish its employees an
5 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
6 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of the employee's social security number or an employee
9 identification number other than a social security number, (8) the name and address of the legal entity
10 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate by the employee.

12 35. From time to time during the PAGA PERIOD, when PLAINTIFF and other
13 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurate missed meal and
14 rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide
15 PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage statements
16 which failed to show, among other things, the total hours worked and all applicable hourly rates in
17 effect during the pay period and the corresponding amount of time worked at each hourly rate, correct
18 rates of pay for penalty payments or missed meal and rest periods. More specifically, from time to time,
19 DEFENDANT failed to include the applicable pay rate in effect during the pay period and the
20 corresponding amount of pay for categories of compensation, including but not limited to,
21 commissions.

22 36. In addition, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the
23 AGGRIEVED EMPLOYEES with wage statements that comply with Cal. Lab. Code § 226.

24 37. As a result, DEFENDANTS issued PLAINTIFF and the other AGGRIEVED
25 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
26 violations are knowing and intentional, were not isolated or due to an unintentional payroll error due
27 to clerical or inadvertent mistake.
28

E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

38. During the PAGA PERIOD, from time-to-time DEFENDANTS failed and continue to fail to accurately pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all hours worked.

39. During the PAGA PERIOD, from time-to-time DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to perform pre-shift and post-shift work all while off-the-clock, including but not limited to, attending required job trainings off-the-clock and prework covid check-ins. This resulted in PLAINTIFF and other AGGRIEVED EMPLOYEES working while off-the-clock.

40. DEFENDANTS directed and directly benefited from the uncompensated off-the-clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

41. DEFENDANTS controlled the work schedules, duties, protocols, applications, assignments, and employment conditions of PLAINTIFF and the other AGGRIEVED EMPLOYEES.

42. DEFENDANTS were able to track the amount of time PLAINTIFF and the other AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for all the work they performed.

43. PLAINTIFF and the other AGGRIEVED EMPLOYEES were non-exempt employees, subject to the requirements of the California Labor Code.

44. DEFENDANTS' policies and practices deprived PLAINTIFF and the other AGGRIEVED EMPLOYEES of all minimum, regular, overtime, and double time wages owed for the off-the-clock work activities. Because PLAINTIFF and the other AGGRIEVED EMPLOYEES typically worked over 40 hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

45. DEFENDANTS knew or should have known that PLAINTIFF and the other AGGRIEVED EMPLOYEES off-the-clock work was compensable under the law.

46. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the

1 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is
2 evidenced by DEFENDANTS' business records.

3 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Sick**

4 **Pay**

5 47. From time-to-time during the PAGA PERIOD, DEFENDANTS failed and continue to fail
6 to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their
7 overtime and double time hours worked, meal and rest period premiums, and sick pay. As a result,
8 PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them for working
9 overtime without compensation at the correct overtime and double time rates, meal and rest period
10 premiums, and sick pay rates. DEFENDANTS' uniform policy and practice to not pay the
11 AGGRIEVED EMPLOYEES the correct rate for all overtime and double time worked, meal and rest
12 period premiums, and sick pay in accordance with applicable law is evidenced by DEFENDANTS'
13 business records.

14 48. State law provides that employees must be paid overtime at one-and-one-half times their
15 "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES were compensated at an
16 hourly rate plus incentive pay that was tied to specific elements of an employee's performance.

17 49. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
18 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and
19 other AGGRIEVED EMPLOYEES incentive wages based on their performance for DEFENDANTS.
20 The non-discretionary bonus program provided all employees paid on an hourly basis with bonus
21 compensation when the employees met the various performance goals set by DEFENDANTS.

22 50. However, from time-to-time, when calculating the regular rate of pay, in those pay periods
23 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double time, paid meal
24 and rest period premium payments, and/or sick pay, and earned this non-discretionary bonus or
25 incentive, DEFENDANTS failed to accurately include the non-discretionary bonus compensation
26 and/or incentive and/or shift differential paid as part of the employees' "regular rate of pay" and/or
27 calculated all hours worked rather than just all non-overtime hours worked. As a matter of law, the
28 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be

1 included in the “regular rate of pay.” The failure to do so has resulted in a systematic underpayment
2 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay to
3 PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANTS. Specifically, California
4 Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in
5 the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses
6 paid sick time, whether or not the employee actually works overtime in that workweek.
7 DEFENDANTS’ conduct, as articulated herein, by failing to include the incentive compensation as
8 part of the “regular rate of pay” for purposes of sick pay compensation was in violation of Cal. Lab.
9 Code § 246 the underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203,
10 and/or 204.

11 51. In violation of the applicable sections of the California Labor Code and the requirements
12 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
13 policy, practice, and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the
14 other AGGRIEVED EMPLOYEES at the correct rate of pay for all overtime and double time worked,
15 meal and rest period premiums, and sick pay. This uniform policy and practice of DEFENDANTS is
16 intended to purposefully avoid the payment of the correct overtime and double time compensation,
17 meal and rest period premiums, and sick pay as required by California law which allowed
18 DEFENDANTS to illegally profit and gain an unfair advantage over competitors who complied with
19 the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES
20 against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

21 **G. Commission and Piece-Rate Violations**

22 52. From time-to-time during the PAGA PERIOD, PLAINTIFF and AGGRIEVED
23 EMPLOYEES were paid in part on a commission and/or piece-rate basis. In those instances where
24 PLAINTIFF and the AGGRIEVED EMPLOYEES were paid in part on a commission and/or piece-
25 rate basis, PLAINTIFF and the AGGRIEVED EMPLOYEES were entitled to be separately
26 compensated for all non-productive time at an hourly rate that is no less than the applicable minimum
27 wage. Notwithstanding, in those instances where PLAINTIFF and the AGGRIEVED EMPLOYEES
28 were paid in part on a commission and/or piece-rate basis, DEFENDANTS failed to separately

1 compensate PLAINTIFF and the AGGRIEVED EMPLOYEES for all non-productive time, including
2 but not limited to, paid rest periods, at an hourly rate that is no less than the applicable minimum wage.
3 As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeited minimum wages and overtime
4 wages by DEFENDANTS' failure to separately compensate their non-productive time at an hourly
5 rate that is no less than the applicable minimum wage.

6 **H. Violation for Untimely Payment of Wages**

7 53. Pursuant to California Labor Code section 204, PLAINTIFF and the AGGRIEVED
8 EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFF and
9 the AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages, including,
10 but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period
11 premium wages within a permissible time period.

12 54. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take off duty
13 meal and rest breaks and was not fully relieved of duty for his rest and meal periods. PLAINTIFF was
14 required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift
15 without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF with
16 a first, second, and third rest period of at least ten (10) minutes for some shifts worked of at least,
17 respectively, two (2) to four (4) hours from time to time, six (6) and eight (8) hours from time to time,
18 and ten (10) hours or more from time to time when DEFENDANTS provided PLAINTIFF with a rest
19 break, they required PLAINTIFF to remain on-duty and on-call, for the rest break. DEFENDANTS'
20 policy caused PLAINTIFF to remain on-call and on-duty during what was supposed to be his off-duty
21 meal periods. PLAINTIFF therefore forfeited meal and rest breaks without additional compensation
22 and in accordance with DEFENDANTS' strict corporate policy and practice. Moreover,
23 DEFENDANTS also provided PLAINTIFF with a paystub that failed to comply with Cal. Lab. Code
24 § 226. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double
25 time compensation still owed to him, or any penalty wages owed to him under Cal. Lab. Code § 203.
26 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

27 //

28 //

1 **FIRST CAUSE OF ACTION**

2 **For Civil Penalties Pursuant to Private Attorneys General Act ("PAGA")**

3 **[Cal. Lab. Code §§ 2698, et seq.]**

4 **(By PLAINTIFF and AGGRIEVED EMPLOYEES and Against All DEFENDANTS)**

5 55. PLAINTIFF and the AGGRIEVED EMPLOYEES reallege and incorporate by this
6 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

7 56. PAGA is a mechanism by which the State of California itself can enforce state labor laws
8 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law
9 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
10 enforcement action designed to protect the public and not to benefit private parties. The purpose of the
11 PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private
12 attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified
13 that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general
14 to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
15 claims cannot be subject to arbitration.

16 57. PLAINTIFF brings this Representative Action on behalf of the State of California with
17 respect to himself and all non-exempt, exempt, commission-based, and piece-rate employees who
18 worked for Defendant Cerritos Acura and/or Defendant Does in California during the PAGA PERIOD.

19 58. At all relevant times, for the reasons described herein, and others, PLAINTIFF and the
20 AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the meaning of
21 Labor Code Section 2699(c).

22 59. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE, like
23 PLAINTIFF, on behalf of himself and other current or former employees, to bring a civil action to
24 recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

25 60. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
26 Section 2699.3. By certified letter, return receipt requested, dated October 11, 2022, PLAINTIFF gave
27 written notice to the Labor and Workforce Development Agency ("LWDA") and to DEENDANTS of
28 the specific provisions of the Labor Code alleged to have been violated, including the facts and theories

1 to support the alleged violations.

2 61. As of the date of this complaint, more than sixty-five (65) days after serving the LWDA
3 with notice and amended notice of DEFENDANTS' violations, the LWDA has not provided any notice
4 by certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by Labor
5 Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)A,
6 PLAINTIFF may commence and is authorized to pursue this cause of action.

7 62. To the extent that it applies, PLAINTIFF invokes the tolling permitted pursuant to the
8 California State Judicial Counsel amended Rule of Court, Emergency Rule Number 9, tolled the statute
9 of limitation and statutes of repose from April 6, 2020 to either (a) August 3, 2020 for statutes of
10 limitation and repose for civil causes of action that are 180 days or less, of (b) October 1, 2020 for
11 statutes of limitation and repose for civil causes of action that exceed 180 days.

12 63. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the AGGRIEVED
13 EMPLOYEES are entitled to civil penalties for DEFENDANTS' violations of Labor Code Section 201,
14 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d),
15 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804 in the following amounts:

16 a. For violation of Labor Code Sections 201, 202, 203, and 204, one
17 hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period
18 for the initial violation and two hundred dollars (\$200) for AGGRIEVED
19 EMPLOYEE per pay period for each subsequent violation [penalty per
20 Labor Code Section 2699(f)(2)];

21 b. For violations of Labor Code Section 226(a), a civil penalty in the
22 amount of two hundred fifty dollars (\$250) for each AGGRIEVED
23 EMPLOYEE for any initial violation and one thousand dollars for each
24 subsequent violation [penalty per Labor Code Section 226.3];

25 c. For violations of Labor Code Sections 204, a civil penalty in the
26 amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE
27 for any initial violation and two hundred dollars (\$200) for AGGRIEVED
28 EMPLOYEE for each subsequent violation [penalty per Labor Code

Section 210];

d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for the initial violation and hundred dollars (\$100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];

e. For violations of Labor Code Section 2269(a), a civil penalty in the amount of two hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE per violation in an initial citation and one thousand dollars (\$1,000) per AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 226.3];

f. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five hundred (\$500) dollars for per AGGRIEVED EMPLOYEE [penalty per Labor Code Section 1174.5].

g. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars (\$100) per AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty (\$250) per AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section].

64. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(g)(1).

65. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519;

1 See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows
2 an “aggrieved employee”—a person affected by at least one Labor Code violation committed by an
3 employer—to pursue penalties for all the Labor Code violations committed by that employer.”],
4 Emphasis added, reh'g denied (June 13, 2018).).

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

7 (a) For reasonable attorney’s fees and costs of suit to the extent permitted by law, including
8 pursuant to Labor Code § 2699, *et seq.*;

9 (b) For civil penalties to the extent permitted by law pursuant to the Labor Code under the
10 Private Attorneys General Act; and

11 For such other relief as the Court deems just and proper.
12

13 Dated: October 11, 2022

Respectfully Submitted,
SELIGSON LAW

15
16
17 By: 
Kenneth Seligson
Attorneys for PLAINTIFF
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 2

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/24/2026	 	provide update to counsel on client question and response Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
03/23/2026	 	answer question related to settlement; cancel duplicative agreements in adobe Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.20h	\$200.00	-	\$40.00
03/09/2026	 	receive signed agreements, upload to client folder, inform team Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
03/06/2026	 	discuss with ken, get signatures on documents Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.30h	\$200.00	-	\$60.00
03/05/2026	 	receive assignment, prepare a signable version of the documents Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.50h	\$200.00	-	\$100.00
03/03/2026	 	Draft email to OC re Notice of OSC continuance. Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Jessica An	0.20h	\$565.00	-	\$113.00
03/02/2026	 	OSC Hearing Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Jessica An	0.90h	\$565.00	-	\$508.50
02/27/2026	 	Discuss upcoming hearing. Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Jessica An	0.10h	\$565.00	-	\$56.50
02/23/2026	 	Prepare the joint report and circulate to OC	00070-Vargas Wage Dispute with Auto	Kenneth Seligson	0.70h	\$595.00	-	\$416.50
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Square Autos Inc.					
02/03/2026	🕒	review settlement and emails w oc ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
01/30/2026	🕒	discuss w attorneys, send document for signature ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.20h	\$200.00	-	\$40.00
01/29/2026	🕒	compare documents to track any changes made and verify settlement agreement ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.20h	\$200.00	-	\$40.00
01/29/2026	🕒	discuss next steps ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
01/28/2026	🕒	receive folder w settlement document from ken, review ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
01/28/2026	🕒	check is SA has been signed ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
01/26/2026	🕒	check for signed ag ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
01/26/2026	🕒	review Vargas settlement drafts ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.70h	\$595.00	-	\$416.50
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/18/2025		Check in on status; review case files and correspond with the client re: settlement status  Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00h	\$595.00	-	\$595.00
12/02/2025		Discussion re hearing and settlement/dismissal  Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
12/02/2025		get hearing link, review next steps w ken after hearing  Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.20h	\$200.00	-	\$40.00
12/01/2025		hearing link + discussion w/ TD re remote appearance form  Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
12/01/2025		confirm that we can join hearing virtually  Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.50h	\$200.00	-	\$100.00
11/26/2025		meet w team to discuss upcoming hearing  Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
11/11/2025		discussion re SA, call to OC re finalizing SA  Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.40h	\$595.00	-	\$238.00
10/10/2025		Call w/ OC re status of SA  Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
10/07/2025		call with co counsel  Unbilled	00070-Vargas Wage Dispute with Auto	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Square Autos Inc.								
09/30/2025	 	request SA for task: send out for signature Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
09/18/2025	 	case status review Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
09/18/2025	 	CA Status meeting Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
09/18/2025	 	Email to OC re SA Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
09/16/2025	 	Edited individual SA, email to OC with finalized agreement Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.80h	\$595.00	-	\$476.00
08/28/2025	 	made changes to SA, sent it back to OC for review Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00h	\$595.00	-	\$595.00
08/14/2025	 	Email to OC with SA w redlines Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
08/14/2025	 	Review the individual SA; discuss changes Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.70h	\$595.00	-	\$416.50
08/14/2025		Reviewed SA	00070-Vargas Wage Dispute with Auto	Kenneth Seligson	0.70h	\$595.00	-	\$416.50
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026
1:25 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	Square Autos Inc.					
08/01/2025		email to OC re SA Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
07/17/2025		email to OC re SA redlines Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
07/11/2025		calendar due dates Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.20h	\$200.00	-	\$40.00
07/08/2025		calendar Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.30h	\$595.00	-	\$178.50
07/02/2025		Notice of settlement refiling fee Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00	\$22.70	-	\$22.70
07/02/2025		call w/ clerk re notice of settlement rejection, drafted notice of address change, refiled Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.60h	\$595.00	-	\$357.00
07/02/2025		Edited and finalized notice of settlement; drafted POS; mailed, served, and filed Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00h	\$595.00	-	\$595.00
06/24/2025		CA Status Meeting Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/23/2025	 	Email to OC re notice of SA Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
06/23/2025	 	Drafted notice of settlement Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.90h	\$595.00	-	\$535.50
06/19/2025	 	compared MOUS, emailed OC Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
06/19/2025	 	Compared MOUs Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.50h	\$595.00	-	\$297.50
06/17/2025	 	F/u email to OC re SA redlines Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
06/10/2025	 	Review revise and comment on the individual settlement agreement Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.50h	\$595.00	-	\$297.50
06/10/2025	 	Made changes to SA and stipulated J; sent docs to OC and requested signed MOU Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.10h	\$595.00	-	\$654.50
06/06/2025	 	edited SA + drafted stipulated J Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	2.00h	\$595.00	-	\$1,190.00
06/03/2025	 	Began SA Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	2.10h	\$595.00	-	\$1,249.50
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/30/2025	 	CA Status Meeting Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
05/23/2025	 	send agreement Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
05/22/2025	 	review MOU; request email Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
05/20/2025	 	follow up regarding the signed MOU Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
05/16/2025	 	CA status meeting Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
05/16/2025	 	Weekly CA class action status meeting Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
05/16/2025	 	Weekly CA class action status meeting Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Richard Jordan	0.10h	\$595.00	-	\$59.50
05/13/2025	 	Files CMS Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
05/13/2025	 	CMS filing fee Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00	\$23.00	-	\$23.00

\$0.00
0.00h **\$49,739.33**
56.90h

Activities Export

04/07/2026
1:25 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/13/2025	  Unbilled	Drafted POS; served CMS and POS on OC	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
05/13/2025	  Unbilled	Drafted CMS; made changes	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.40h	\$595.00	-	\$238.00
05/07/2025	  Unbilled	class action team call	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
05/07/2025	  Unbilled	CA Status Meeting	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
04/30/2025	  Unbilled	CA status meeting	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
04/24/2025	  Unbilled	case review	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Theresa Dobrash	0.10h	\$200.00	-	\$20.00
04/23/2025	  Unbilled	Class action meeting with TD and RT; discuss case facts and status	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
04/23/2025	  Unbilled	CA Status Meeting	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
04/21/2025	  Unbilled	Review MOU and revise and redline for JV	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00h	\$595.00	-	\$595.00

\$0.00
0.00h

\$49,739.33
56.90h

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/09/2025	 	Call with JV about the deal terms Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.30h	\$595.00	-	\$178.50
04/07/2025	 	Review correspondence from client; speak with Shani about the counter offer Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
04/04/2025	 	Re settlement offer Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
04/03/2025	 	Several calls with JV about the settlement terms; discuss implications and carve out; Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.70h	\$595.00	-	\$416.50
03/24/2025	 	Call w/ client Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
03/24/2025	 	CA Status Meeting Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
03/18/2025	 	CA Status meeting Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
03/09/2025	 	call with JV about the settlement options Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.60h	\$595.00	-	\$357.00
03/05/2025	 	Several calls with JV; discuss with Tesa and Shani about implications	00070-Vargas Wage Dispute with Auto	Kenneth Seligson	1.00h	\$595.00	-	\$595.00
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026
1:25 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		of not signing; review email from JV re: alleged retaliation ● Unbilled	Square Autos Inc.					
02/15/2025	🕒	Review and revise the MOU; correspond with Shani about the status of the settlement and MOU; ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.50h	\$595.00	-	\$297.50
02/14/2025	🕒	Follow up with co-counsel about the settlement agreement and MOU ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
01/31/2025	🕒	CA status meeting ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
01/31/2025	🕒	CA status meeting ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
01/14/2025	🕒	Correspond with team re: next steps; ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.00h	\$595.00	-	\$0.00
12/20/2024	🕒	Sent JPA to client for sig, corresponded w/ client via text, sent executed agreement to JCL ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.40h	\$595.00	-	\$238.00
12/11/2024	🕒	Call with JV about the settlement terms ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026
1:25 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/11/2024	  Unbilled	CMC hearing for in Los Angeles	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.50h	\$595.00	-	\$297.50
12/10/2024	  Unbilled	Call with client about the JPA and settlement deal terms	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
12/09/2024	  Unbilled	CA Status meeting	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
12/09/2024	  Unbilled	CA Status meeting Set up meeting between client	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
11/22/2024	  Unbilled	CA Status meeting	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
11/22/2024	  Unbilled	CA Status meeting	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
11/08/2024	  Unbilled	I can remove 10,000 in expenses once the checks clear	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00	\$0.00	-	\$0.00
11/04/2024	  Unbilled	Several calls with cocounsel and OC re: the settlement, need to file prelim approval, need to cancel the mediation	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.50h	\$595.00	-	\$297.50
10/24/2024		Berger expert consulting	00070-Vargas Wage Dispute with Auto	Kenneth Seligson	1.00	\$3,510.00	-	\$3,510.00
							\$0.00 0.00h	\$49,739.33 56.90h 11/17

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Square Autos Inc.					
10/22/2024	🕒	Call with KS/RT re settlement and next steps in case ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.10h	\$495.00	-	\$49.50
10/11/2024	🕒	Status Review ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
10/09/2024	🕒	Correspond with expert about the damages assessed and the key for the payroll records; email opposing counsel and share with cocounsel ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.30h	\$595.00	-	\$178.50
09/25/2024	🕒	Briefed by KM on current status ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
09/25/2024	🕒	Call with KS and RT re next steps ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.10h	\$495.00	-	\$49.50
09/20/2024	🕒	Email Berger and OC re: pay code legend ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.10h	\$495.00	-	\$49.50
09/19/2024	🕒	Call with C re: violation rates and email KS re: assumptions ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.20h	\$495.00	-	\$99.00
08/09/2024	🕒	Call with Joel Moon; review the time sheets in my possession ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.30h	\$595.00	-	\$178.50
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/07/2024	 	Draft POS for CMC Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.20h	\$495.00	-	\$99.00
08/07/2024	 	Draft CMC POS; check case registrar and review complaint for information Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.40h	\$495.00	-	\$198.00
08/07/2024	 	Cost to file CMC document Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00	\$12.12	-	\$12.12
07/31/2024	 	Correspond with KM about the update; request the data from Joel for the expert analysis of Nov 5th mediation Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.30h	\$595.00	-	\$178.50
05/20/2024	 	Review correspondence with counsel; email cocounsel about the date; Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.30h	\$595.00	-	\$178.50
05/15/2024	 	Scheduling mediation; provide mediators with the necessary information to secure date Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.30h	\$595.00	-	\$178.50
05/15/2024	 	Correspond with cocounsel about the mediator selection; email mediator about their availability; Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.30h	\$595.00	-	\$178.50
04/17/2024		Correspond with cocounsel and RH about the mediation scheduling	00070-Vargas Wage Dispute with Auto	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
							\$0.00 0.00h	\$49,739.33 56.90h 13/17

Activities Export

04/07/2026

1:25 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Square Autos Inc.					
04/10/2024	🕒	Call with KS re: Kirkland case ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.10h	\$495.00	-	\$49.50
03/05/2024	🕒	Call with OC re: stay the timing of mediation ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
03/01/2024	🕒	Correspond with Cocounsel about mediator selection and the stay ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.40h	\$595.00	-	\$238.00
03/01/2024	🕒	Review case file; email OC request meeting on stay and mediators ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
02/21/2024	🕒	Review case file; follow up on stipulation and the mediator selection ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.40h	\$595.00	-	\$238.00
01/15/2024	🕒	Calednar OC to provide employees; review emails from JM and KS ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.10h	\$495.00	-	\$49.50
01/12/2024	🕒	Discuss with cocounsel statistically significant sample size; correspond with OC re: same ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.60h	\$595.00	-	\$357.00
01/12/2024	🕒	Review correspondence with JM; correspond with Shani	00070-Vargas Wage Dispute with Auto	Kenneth Seligson	0.10h	\$595.00	-	\$59.50
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026

1:25 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Square Autos Inc.					
01/12/2024	🕒	review emails b/w KS and JM; note to KS re; call ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.10h	\$495.00	-	\$49.50
01/09/2024	🕒	Call with Joel M about the stay and production of documents/ mediator selection ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	0.20h	\$595.00	-	\$119.00
12/27/2023	🕒	Imported Time Entry: Call with KS re: stip; email OC re: stip ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.40h	\$495.00	-	\$198.00
12/27/2023	🕒	Imported Time Entry: Call with OC re mediation; call with KS re same ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.30h	\$495.00	-	\$148.50
12/27/2023	🕒	Imported Time Entry: Draft joint stip ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.80h	\$495.00	-	\$396.00
12/21/2023	🕒	Imported Time Entry: Email OC re: m/c dates ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.10h	\$495.00	-	\$49.50
12/20/2023	🕒	Imported Time Entry: cal responsive dates ● Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Ronak Gandhi	0.10h	\$200.00	-	\$20.00
12/01/2023	🕒	Imported Time Entry: Remove/ revise SI per KS notes; finalize and send to KS for review	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.60h	\$495.00	-	\$297.00
							\$0.00 0.00h	\$49,739.33 56.90h

Activities Export

04/07/2026

1:25 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled						
12/01/2023		Imported Time Entry: Draft and send KS SI Set One with POS Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	0.60h	\$495.00	-	\$297.00
11/29/2023		Imported Time Entry: CMC appearance and calendar next CMC and trial setting conference Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kaitlin Martinez	1.00h	\$495.00	-	\$495.00
09/20/2023		AR Balance Forward: 403 Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00h	\$595.00	-	\$595.00
09/20/2023		AR ACCOUNT FORWARD Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	11.70h	\$595.00	-	\$6,961.50
09/20/2023		AR Balance Forward: 402 Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00h	\$595.00	-	\$595.00
09/20/2023		AR Balance Forward: 388 Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00h	\$4,907.67	-	\$4,907.67
09/20/2023		AR Balance Forward: 388 Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00h	\$4,907.67	-	\$4,907.67
09/20/2023		AR Balance Forward: 389 Unbilled	00070-Vargas Wage Dispute with Auto Square Autos Inc.	Kenneth Seligson	1.00h	\$4,907.67	-	\$4,907.67
12/22/2022		Cost to file complaint in LA	00070-Vargas	Kenneth	1.00	\$1,435.00	-	\$1,435.00
							\$0.00 0.00h	\$49,739.33 56.90h

16/17

Activities Export

04/07/2026
1:25 PM

Date		Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Superior Court	Wage Dispute with Auto	Seligson				
			● Unbilled	Square Autos Inc.					
								\$0.00	\$49,739.33
								0.00h	56.90h

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 3



April 7, 2026

Seligson Law P.C.
2219 Main St Suite #710
Santa Monica, California 90405
(213) 293-6692
ken@seligsonlaw.com

Firm Practice Areas:

Employment Litigation, Wage and Hour Class Actions, PAGA Litigation, Business Law, Estate Planning

ATTORNEY KENNETH SELIGSON BIOGRAPHY

Bar Admissions:

State of California (all courts)
State of New York (all courts)
United States District Court for the Northern District of California

Education:

GOLDEN GATE UNIVERSITY, SCHOOL OF LAW, San Francisco, CA
Juris Doctor, with High Honors, May 2018

Honors: Dean's List: All Semesters

Activities: Staff Writer, Golden Gate University Law Review (Published)
Founder, Students for Sensible Drug Policy

SYRACUSE UNIVERSITY, Syracuse, NY
Bachelor's Degree, Political Science and Government, with honors, June 2014

Community Service:

UCLA UniCamp - Board Member
November 2025- present

New York City Cannabis Industry Association & Hudson Valley Cannabis Industry Association

January 2022 – January 2023
Licensing and Social Equity Committee Member

Alameda County Bar Association
March 2022 – Present
Board Member Cannabis Law Section

Golden Gate University, School of Law - Guest Lecturer
December 2020 – 2023

Recognitions:

Super Lawyers -

Ken Seligson was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2026. According to Thomson Reuters, the Super Lawyers Rising Star list recognizes the top 2.5% of eligible attorneys. (https://www.superlawyers.com/about/selection_process.html)

Lead Counsel – Class Action and/or Representative Cases

Nicol, Martinez, Mokabal, Martinez, Aldema v. Trophy Universal City Group, LLC, et al.
JAMS Arbitration (Ref. Nos. 5220001779, 5220001780, 5220001781, 5220001782)
Unpaid minimum and overtime wages; meal/rest period violations; PAGA.
Status: Settled

Pompa v. Palms Restaurant (Vagarshak Mirakyan)
Fresno County Superior Court, Case No. 23CECG02636
Class Action: Unpaid minimum and overtime wages; meal/rest violations; PAGA.
Status: Settled

Fimbres v. Dreamstyle Remodeling of California Inc.
San Diego County Superior Court, Case No. 37-2022-00013690-CU-OE-CTL
Class Action: Unpaid minimum and overtime wages class action.
Status: Settled

Avancena v. Aerotek, Inc.
Los Angeles County Superior Court, Case No. 24STCV16392
Class Action: Unpaid minimum wages; meal/rest violations; PAGA and class claims.
Status: In Litigation

Bermudez v. Shannon Brothers Co., et al.
Tulare County Superior Court, Case No. 23CV025577
Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; class and PAGA.
Status: Settled

Carrillo v. TCG Construction Inc.
San Francisco County Superior Court, Case No. CGC-23-603951
Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.
Status: Settled

Carter v. Deliverimates, LLC

Santa Clara County Superior Court, Case No. 24CV442123

Class Action: Minimum and overtime wage violations; PAGA.

Status: Settled

Erol v. Cameron International Corporation

Solano County Superior Court / E.D. Cal., Case No. 2:24-CV-01795-DAD-CSK

Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: Settled

Ghazarian v. Interglobo Logistics NA Inc., et al.

Los Angeles County Superior Court, Case No. 24STCV04814

Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; class and PAGA.

Status: Settled

Howden v. Aviation Consultants, Inc.

Orange County Superior Court, Case No. 30-2024-01410956-CU-OE-CXC

Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: Settled

Pak v. Clean Earth Environmental Solutions, Inc., et al.

Los Angeles County Superior Court, Case No. 23STCV31602

Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

Parks v. Wildbiz Inc.

Humboldt County Superior Court, Case No. CV2401731

Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: Settled

Pompa v. Piazza Del Pane, Inc.

Fresno County Superior Court, Case No. 24CECG03272

Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

Rios v. RMP Supply Trim, Inc.

Imperial County Superior Court, Case No. ECU003902

Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

Soto v. People First Pizza Inc.

Orange County Superior Court, Case No. 30-2023-01301305-CU-OE-CXC

Class Action: Unpaid minimum and overtime wages; meal/rest violations; PAGA.

Status: Settled

Vargas v. Auto Square Autos Inc., et al.

Los Angeles County Superior Court, Case No. 22NWCV01696

Unpaid minimum and overtime wages; meal/rest violations; reimbursements; PAGA.

Status: Settlement Pending

Barajas v. Knight Calabasas LLC

Los Angeles County Superior Court

Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

Barajas v. Brightview Golf Maintenance Inc.

Los Angeles County Superior Court

Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

James v. Gerlinger Foundry and Machine Works, Inc., et al.

Shasta County Superior Court, Case No. 206862

Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

Casillas v. Akusyn, Inc., et al.

Riverside County Superior Court, Case No. CVRI2504704

Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

Chirinos v. Tony's Clean Team LLC, et al.

San Mateo County Superior Court, Case No. 25-CIV-04973

Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

Mendieta v. Creative Outdoor Environments, Inc., et al.

San Joaquin County Superior Court, Case No. STK-CV-UOE-2025-0011823

Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

Ramos v. Ali & Obaid Marketing, Inc., et al.

Kern County Superior Court, Case No. BCV-24-103159

Class Action: Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation

Trejo v. Placer Roofing Inc.

Sacramento County Superior Court, Case No. 25CV017978

Unpaid minimum wages; meal/rest violations; overtime; pay stub and waiting-time penalties; reimbursements; PAGA.

Status: In Litigation