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FILED
Superior Court of California
County of Riverside

2/25/2021
M. Preciado
Electronically Filed

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

TAMARA SUVOROVA, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

HENDRICK CO AUTOMOTIVE, LLC,
a North Carolina limited liability
company; VKS MURRIETA LIMITED
PARTNERSHIP, a California limited
partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CVRI2100246

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

**1. VIOLATION OF LABOR CODE § 2698
*ET SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Tamara Suvorova (“Plaintiff”) hereby submits this First Amended
2 Representative Action Complaint (“Complaint”) against Defendants Hendrick Co Automotive,
3 LLC, VKS Murrieta Limited Partnership, and Does 1 through 50 (collectively, “Defendants”) for
4 penalties under the Private Attorneys General Act of 2004 (the “PAGA”), codified at California
5 Labor Code section 2698 *et seq.*, for violations of the California Labor Code, including without
6 limitation, failure to provide off-duty meal and rest breaks, reimburse business expenses, and
7 provide accurate payroll records, as follows:

8 **INTRODUCTION**

9 1. This representative action is within the Court’s jurisdiction under California
10 Labor Code sections 201, 202, 203, 226, 226.7, 512, 2802, and 2698 *et seq.*, and the applicable
11 Wage Orders of the California Industrial Welfare Commission (“IWC”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code against individuals who worked for Defendants.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
15 jointly and severally, have acted intentionally and with deliberate indifference and conscious
16 disregard to the rights of all employees by failing to provide off-duty meal and rest periods,
17 reimburse business expenses, and provide and maintain accurate payroll records for its
18 employees.

19 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 have engaged in, among other things a system of willful violations of the California Labor Code
21 and the applicable IWC Wage Orders by creating and maintaining policies, practices and
22 customs that knowingly deny employees the above stated rights and benefits.

23 **JURISDICTION AND VENUE**

24 5. The Court has jurisdiction over the violations of the California Labor Code
25 sections 201, 202, 203, 226, 226.7, 512, 2802, and 2698 *et seq.* and the applicable Wage Orders.

26 6. Venue is proper in Riverside County because Plaintiff worked for Defendants in
27 Murrieta, California.

PARTIES

7. Plaintiff was employed by Defendants as a sales representative from about August 8, 2020, until on or about September 2, 2020. Plaintiff worked as an hourly non-exempt employee.

8. Plaintiff was and is the victims of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code sections 201, 202, 203, 226, 226.7, 512, 2802, and 2698 *et seq.*

9. Plaintiff is informed and believes, and based thereon alleges, that Hendrick Co Automotive, LLC is a North Carolina limited liability company that operates locations in the State of California, including in Riverside County, California.

10. Plaintiff is informed and believes, and based thereon alleges, that VKS Murrieta Limited Partnership is a California limited partnership that operates in Riverside County, California.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and Aggrieved Employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

13. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants and employees of each of the other defendants, as

1 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
2 course and scope of said agency and employment.

3 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
4 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
5 joint venturer of, or working in concert with each of the other co-Defendants and was acting
6 within the course and scope of such agency, employment, joint venture, or concerted activity. To
7 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
8 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
9 Defendants.

10 15. At all times herein mentioned, Defendants, and each of them, were members of,
11 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
12 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

13 16. At all times herein mentioned, the acts and omissions of various Defendants, and
14 each of them, concurred and contributed to the various acts and omissions of each and all of the
15 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
16 herein mentioned, Defendants, and each of them, ratified each and every act or omission
17 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
18 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
19 damages as herein alleged.

20 **FIRST CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE SECTION 2698 *ET SEQ.***

22 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

23 17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
24 though fully set forth herein.

25 18. Plaintiff brings this cause of action as a proxy for the State of California and in
26 this capacity, seeks penalties on behalf of all Aggrieved Employees from December 16, 2019,
27 through the present, for Defendants' failure to: (a) provide off-duty meal and rest breaks, in
28 violation of Labor Code sections 226.7 and 512; (b) reimburse business expenses, in violation of

1 Labor Code section 2802; and (c) and provide accurate, itemized wage statements, in violation of
2 Labor Code section 226(a).

3 19. At all relevant times, Defendants failed in their affirmative obligation to ensure
4 that Plaintiff and Aggrieved Employees had the opportunity to take and were provided with off-
5 duty meal and rest periods in accordance with the mandates of the California Labor Code and the
6 applicable IWC Wage Order.

7 20. Plaintiff and Aggrieved Employees regularly worked in excess of five (5) hours
8 per day and accordingly had a right to take a 30-minute meal period each day worked in excess
9 of five (5) hours. Plaintiff and Aggrieved Employees were suffered and permitted to work more
10 than five hours without being provided the opportunity to take their off-duty meal breaks.
11 Defendants required Plaintiff and Aggrieved Employees to respond to customer inquiries and
12 perform other customer service during meal breaks. As such, Defendants are responsible for
13 paying premium compensation for missed meal periods pursuant to Labor Code section 226.7
14 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure,
15 regularly failed to pay such premium compensation for each meal period Plaintiff and Aggrieved
16 Employees missed.

17 21. Plaintiff and Aggrieved Employees were suffered and permitted to work through
18 legally required rest breaks and were denied the opportunity to take their rest breaks. Again,
19 Defendants required Plaintiff and Aggrieved Employees to respond to customer inquiries and
20 perform other customer service during rest breaks. As such, Defendants are responsible for
21 paying premium compensation for missed rest periods pursuant to Labor Code section 226.7.
22 Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium
23 compensation for each rest period Plaintiff and Aggrieved Employees missed.

24 22. Defendants, as a matter of policy and practice, regularly required Plaintiff and
25 Aggrieved Employees to use their personal cell phones for work-related reasons. Defendants
26 failed to reimburse Plaintiff and Aggrieved Employees for all business-related expenses,
27 including without limitation, the costs incurred with use of personal cellular phones, in violation
28 of Labor Code section 2802.

23. Defendants, as a matter of policy and practice, did not provide accurate wage statements, in violation of Labor Code section 226(a). The wage statements Defendants issued to Plaintiff and Aggrieved Employees failed to identify accurate overtime rates of pay and total hours worked. When overtime wages were paid, the corresponding wage statement displayed overtime wages on multiple lines, showing amounts paid at a base rate of pay and other line items showing half the base rate of pay. As a result of this violation, the total hours worked displayed on the wage statement was inaccurate. Specifically, when the applicable hours are added, the sum does not correlate to the correct number of total hours worked during the pay period. Moreover, due to the nonpayment of meal and rest period premiums identified above, the wage statements issued to Plaintiff and Aggrieved Employees identified inaccurate gross and net wages earned in violation of Labor Code section 226(a)(1) and (a)(5).

24. On or about December 16, 2020, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code sections 201, 202, 203, 226, 226.7, 512, and 2802, pursuant to PAGA. To date, the LWDA has not responded to Plaintiff’s written notice.

25. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violation of Labor Code sections 201, 202, 203, 226, 226.7, 512, and 2802, and the applicable IWC Wage Order for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties according to proof pursuant to Labor Code sections 226.3 and 2698 *et seq.*, and for costs and attorneys' fees;

2. On all causes of action, for attorneys' fees and costs as provided by California Labor Code section 2699 and Code of Civil Procedure section 1021.5; and

3. For such other and further relief as the Court may deem just and proper.

1 DATED: February 25, 2021

DIVERSITY LAW GROUP, P.C.

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3 By: _____

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiff and Aggrieved Employees

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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

On February 25, 2021, I served the following document(s) described as: **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

Jason A. Geller jgeller@fisherphillips.com Juan Araneda Fisher & Phillips One Embarcadero Center, Suite 2050 San Francisco, California 94111 <i>Attorneys for Defendants Hendrick Co Automotive, LLC & VKS Murrieta Limited Partnership</i>	Sean Kingston Fisher & Phillips 2050 Main Street, Suite 1000 Irvine, California 92614 <i>Attorneys for Defendants Hendrick Co Automotive, LLC & VKS Murrieta Limited Partnership</i>
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 X BY MAIL: by placing the original or X a true and correct copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the attached mailing list. I am readily familiar with the firm's practice for collection and processing of correspondence and other materials for mailing with the United States Postal Service. On this date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for collection and mailing on this date at the address above following our office's ordinary business practices. The envelope(s) will be deposited with the United States Postal Service on this date, in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 25, 2021, at Los Angeles, California.

Erika Mejia