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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

TAMARA SUVOROVA, as an individual
and on behalf of all others similarly
situated; ANDY ECHEVERRIA
PALOMO, as an individual and on behalf
of all others similarly situated,

Plaintiffs,

vs.

VKS MURRIETA LIMITED
PARTNERSHIP, et al.,

Defendants.

Case No.: CIVSB2203870

(Assigned for all purposes to the Hon. Joseph T.
Ortiz, Dept. S17)

**DECLARATION OF ANDY ECHEVERRIA
PALOMO IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: May 16, 2024

Time: 1:30 P.M.

Dept.: S-17

Action Filed: February 17, 2022

Trial Date: None Set

DECLARATION OF ANDY ECHEVERRIA PALOMO

I, Andy Echeverria Palomo, declare as follows:

1. I am an individual over the age of 18. I am the named plaintiff in the above-reference action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I was employed by Defendants VKS Murrieta Limited Partnership, Concord West Automotive Company, Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive Company Limited Partnership, El Cerrito Automotive Company, Murrieta Automotive Company, and Hendrick Co Automotive, LLC (collectively, "Defendants") as a Service Greeter and Car Porter from about March 2019, until about August 2021. I worked as an hourly, non-exempt employee.

3. During my employment, I regularly worked shifts of five hours or more without receiving a proper meal and/or rest period. I was often required to respond to customer inquiries and/or provide other customer service, leading to interrupted, shortened, and/or missed breaks. To date, I have not received the meal/rest premium compensation that I believe I am owed.

4. In addition, during my employment I was required to use my personal cell phone for work purposes. I was not reimbursed for the costs of using my personal cell phone.

5. I understand that this action was brought on behalf of all other employees in the State of California, and that I am acting as a representative for the Class. As a Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class and PAGA claims as alleged in the Second Amended Complaint separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

6. I have and continue to be willing to assist in the investigation of this matter, including meeting and discussing the case with my attorneys, providing any necessary information and documents, making myself available for trial or any further proceedings in this

1 matter as required to represent the interests of the Class. I also understand my duties and
2 responsibilities to the proposed Class and will carry out those duties as necessary.

3 7. I have reviewed the Joint Stipulation of Class Action Settlement and Release of
4 Claims ("Settlement Agreement") and discussed its terms with my attorneys, and based on the
5 information provided, I believe the settlement to be fair, adequate, and reasonable for myself and
6 for the entire Class.

7 8. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
8 positive accomplishment and understand that other people will benefit because of the actions that
9 I have taken. I believe that the settlement is fair, adequate, and reasonable.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct.

12 Executed on this 20 day of April 2024, at Murrieta, California.

13 DocuSigned by:

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