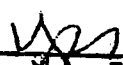


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9 Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

FEB 23 2023

BY: 

Yvonne Taylor, Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 TAMARA SUVOROVA, as an individual
13 and on behalf of all others similarly
14 situated; ANDY ECHEVERRIA
15 PALOMO, as an individual and on behalf
16 of all others similarly situated,

17 Plaintiffs,

18 vs.

19 VKS MURRIETA LIMITED
20 PARTNERSHIP, a California limited
21 partnership; CONCORD WEST
22 AUTOMOTIVE COMPANY, business
23 entity form unknown; PLEASANTON
24 AUTOMOTIVE COMPANY, business
25 entity form unknown; EAST BAY
26 AUTOMOTIVE COMPANY, business
27 entity form unknown; LOP
28 AUTOMOTIVE COMPANY LIMITED
PARTNERSHIP, a California limited
partnership; EL CERRITO
AUTOMOTIVE COMPANY, business
entity form unknown; MURRIETA
AUTOMOTIVE COMPANY, business
entity form unknown; and DOES, 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2203870

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT:**

1. VIOLATION OF LABOR CODE §§ 226.7
AND 512;
2. VIOLATION OF LABOR CODE § 226.7;
3. VIOLATION OF LABOR CODE § 2802;
4. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*;
5. VIOLATION OF LABOR CODE § 2698,
ET SEQ.

DEMAND OVER \$25,000.00

COPY

1 Plaintiffs Tamara Suvorova and Andy Echeverria Palomo (collectively, “Plaintiffs”)
2 hereby submit this First Amended Class and Representative Action Complaint (“Complaint”),
3 against Defendants VKS Murrieta Limited Partnership, Concord West Automotive Company,
4 Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive Company
5 Limited Partnership, El Cerrito Automotive Company, Murrieta Automotive Company and Does
6 1 through 50 (collectively, “Defendants”), for violations of the California Labor Code, including
7 without limitation, failure to provide off-duty meal and rest breaks, reimburse business expenses,
8 and provide accurate payroll records, as follows:

9 **INTRODUCTION**

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

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

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

20 4. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 have engaged in, among other things a system of willful violations of the California Labor code
22 and the applicable IWC Wage Orders by creating and maintaining policies, practices and
23 customs that knowingly deny employees the above stated rights and benefits.

24 **JURISDICTION AND VENUE**

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

27 6. Venue is proper in San Bernardino County because Defendants maintain
28 operations in San Bernardino County.

PARTIES

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

8. Plaintiff Andy Echeverria Palomo ("Plaintiff Echeverria Palomo") was employed by Defendants as a Service Greeter and Car Porter from about March 2019, until on or about August 10, 2021. Plaintiff Echeverria Palomo worked as an hourly non-exempt employee.

9. Plaintiffs are and were the victims of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived them of the rights guaranteed by California Labor Code sections 201, 202, 203, 226, 226.7, 512, 2698 *et seq.* and 2802, and the applicable Wage Orders.

10. Plaintiffs are informed and believe, and based thereon allege, that VKS Murrieta Limited Partnership is a California limited partnership that operates in San Bernardino County, California.

11. Plaintiffs are informed and believe, and based thereon allege, that Concord West Automotive Company is a business entity that operates in San Bernardino County, California.

12. Plaintiffs are informed and believe, and based thereon allege, that Pleasanton Automotive Company is a business entity that operates in San Bernardino County, California.

13. Plaintiffs are informed and believe, and based thereon allege, that East Bay Automotive Company is a business entity that operates in San Bernardino County, California.

14. Plaintiffs are informed and believe, and based thereon allege, that LOP Automotive Company Limited Partnership is a California limited partnership that operates in San Bernardino County, California.

15. Plaintiffs are informed and believe, and based thereon allege, that El Cerrito Automotive Company is a business entity that operates in San Bernardino County, California.

16. Plaintiffs are informed and believe, and based thereon allege, that Murrieta Automotive Company is a business entity that operates in San Bernardino County, California.

17. Plaintiffs are informed and believe, and based thereon allege, 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 and the UCL.

18. Plaintiffs do 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 Plaintiffs pray for leave to amend this complaint when the true names and capacities are known. Plaintiffs are informed and believe and based thereon allege that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiffs, class members and other aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

19. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

20. Plaintiffs are informed and believe, and based thereon allege, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

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

22. At all times herein mentioned, the acts and omissions of various Defendants, and

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

CLASS ACTION ALLEGATIONS

23. **Definition:** Plaintiff Echeverria Palomo seeks class certification, pursuant to California Code of Civil Procedure section 382, a class of all current and former non-exempt employees who worked for Defendants at any time during the period of time from January 24, 2019, through the present, in the State of California (the “Class”). The Class also consists of the following subclasses:

a. All current and former non-exempt employees of Defendants in the State of California, who worked at any time during the period of January 24, 2019, through the present, and who worked more than five hours in any shift (the “Meal Period Sub-Class”); and

b. All current and former non-exempt employees of Defendants in the State of California, who worked at any time during the period of January 24, 2019, through the present, and who worked 3.5 hours or more in any shift (the “Rest Period Sub-Class”).

24. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff Echeverria Palomo is informed and believes, and based thereon alleges, that Defendants: (a) failed to provide off-duty meal and rest breaks, in violation of Labor Code sections 226.7 and 512; (b) failed to reimburse business expenses, in violation of Labor Code section 2802; and (c) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

25. **Adequacy of Representation:** Plaintiff Echeverria Palomo is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined

1 above. Plaintiff Echeverria Palomo's attorneys are ready, willing and able to fully and
2 adequately represent the Class and Plaintiff Echeverria Palomo. Plaintiff Echeverria Palomo's
3 attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have
4 a number of wage-and-hour class actions pending in California state and federal courts.

5 26. Defendants uniformly administered a corporate policy, practice of: (a) failing to
6 provide off-duty meal and rest breaks, in violation of Labor Code sections 226.7 and 512; (b)
7 failing to reimburse business expenses, in violation of Labor Code section 2802; and (c)
8 engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and
9 the applicable IWC Wage Orders.

10 27. Plaintiff Echeverria Palomo is informed and believes, and based thereon alleges,
11 that Defendants had a consistent and uniform policy, practice and procedure of willfully failing
12 to comply with Labor Code sections 201-203, 226.7, 512, and 2802, and the UCL.

13 28. **Common Question of Law and Fact:** There are predominant common questions
14 of law and fact and a community of interest amongst Plaintiff Echeverria Palomo and the claims
15 of the Class concerning Defendants' policy and practice of: (a) failing to provide off-duty meal
16 and rest breaks, in violation of Labor Code sections 226.7 and 512; (b) failing to reimburse
17 business expenses, in violation of Labor Code section 2802; and (c) engaging in Unfair Business
18 Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage
19 Orders.

20 29. **Typicality:** The claims of Plaintiff Echeverria Palomo are typical of the claims of
21 all members of the Class in that he has suffered the harms alleged in this Complaint in a similar
22 and typical manner as the Class Members. Plaintiff Echeverria Palomo regularly worked shifts in
23 excess of five hours without being provided proper meal breaks. Instead, Plaintiff Echeverria
24 Palomo was required to respond to customer inquiries and/or provide other customer service,
25 leading to interrupted, shortened, and/or missed meal breaks. Similarly, Plaintiff Echeverria
26 Palomo regularly worked shifts of 3.5 hours or more without being provided with proper rest
27 breaks. Again, Plaintiff Echeverria Palomo was required to respond to customer inquiries and/or
28 provide other customer service, leading to interrupted, shortened, and/or missed rest breaks.

1 Plaintiff Echeverria Palomo did not receive premium compensation in lieu of these shortened or
2 missed meal and rest breaks. To date, Plaintiff Echeverria Palomo has yet to receive the unpaid
3 meal and rest period premium wages owed to him. Moreover, during his employment Plaintiff
4 Echeverria Palomo was regularly required to use a personal cellular phone to conduct work and
5 incur other business-related expenses. Plaintiff Echeverria Palomo was not reimbursed for these
6 costs. As such, Plaintiff Echeverria Palomo is a member of the Class and has suffered the alleged
7 violations of California Labor Code sections 201, 202, 203, 226.7, 512, and 2802, and the
8 applicable IWC Wage Orders.

9 30. The California Labor Code upon which Plaintiff Echeverria Palomo bases these
10 claims are broadly remedial in nature. These laws and labor standards serve an important public
11 interest in establishing minimum working conditions and standards in California. These laws and
12 labor standards protect the average working employee from exploitation by employers who may
13 seek to take advantage of superior economic and bargaining power in setting onerous terms and
14 conditions of employment.

15 31. The nature of this action and the format of laws available to Plaintiff Echeverria
16 Palomo and members of the Class identified herein make the class action format a particularly
17 efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were
18 required to file an individual lawsuit, the corporate defendants would necessarily gain an
19 unconscionable advantage since it would be able to exploit and overwhelm the limited resources
20 of each individual plaintiff with their vastly superior financial and legal resources. Requiring
21 each Class Member to pursue an individual remedy would also discourage the assertion of lawful
22 claims by employees who would be disinclined to file an action against their former and/or
23 current employer for real and justifiable fear of retaliation and permanent damage to their careers
24 at subsequent employment.

25 32. The prosecution of separate actions by the individual class members, even if
26 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
27 to individual Class members against the Defendants and which would establish potentially
28 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to

1 individual Class members which would, as a practical matter, be dispositive of the interest of the
2 other Class members not parties to the adjudications or which would substantially impair or
3 impede the ability of the Class members to protect their interests. Further, the claims of the
4 individual members of the Class are not sufficiently large to warrant vigorous individual
5 prosecution considering all of the concomitant costs and expenses.

6 33. Such a pattern, practice and uniform administration of corporate policy regarding
7 illegal employee compensation described herein is unlawful and creates an entitlement to
8 recovery by Plaintiff Echeverria Palomo and the Class identified herein, in a civil action, for
9 unpaid meal period premium pay, applicable penalties, reasonable attorneys' fees, and costs of
10 suit according to the mandate of California Labor Code sections 201, 202, 203, 226.7, 512, and
11 2802, the UCL, and Code of Civil Procedure section 1021.5.

12 34. Proof of a common business practice or factual pattern, which Plaintiff Echeverria
13 Palomo experienced and is representative of, will establish the right of each of the members of
14 the Class to recovery on the causes of action alleged herein.

15 35. The Class is commonly entitled to a specific fund with respect to the
16 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
17 restitution of those funds being improperly withheld by Defendants. This action is brought for
18 the benefit of the entire class and will result in the creation of a common fund.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

21 **(BY PLAINTIFF ECHEVERRIA PALOMO AND THE MEAL PERIOD SUB-CLASS**
22 **AGAINST ALL DEFENDANTS)**

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

25 37. At all relevant times, Defendants failed in its affirmative obligation to ensure that
26 Plaintiff Echeverria Palomo and Meal Period Sub-Class Members had the opportunity to take
27 and were provided with off-duty meal periods in accordance with the mandates of the California
28 Labor Code and the applicable IWC Wage Order. At all relevant times, Plaintiff Echeverria

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

12 38. Such a pattern, practice and uniform administration of corporate policy as
13 described herein is unlawful and creates an entitlement to recovery by Plaintiff Echeverria
14 Palomo and the Meal Period Sub-Class, in a civil action, for the unpaid balance of the unpaid
15 premium compensation pursuant to Labor Code sections 226.7 and 512, and the applicable IWC
16 Wage Order, including interest thereon, penalties, and costs of suit.

17 39. Plaintiff Echeverria Palomo is informed and believes, and based thereon alleges,
18 that Defendants' willful failure to provide all meal period premium wages due and owing to
19 Plaintiff Echeverria Palomo and Meal Period Sub-Class Members upon separation from
20 employment results in a continued payment of wages up to thirty (30) days from the time the
21 wages were due. Therefore, Plaintiff Echeverria Palomo and other members of the Meal Period
22 Sub-Class who have separated from employment are entitled to compensation pursuant to Labor
23 Code section 203.

**(BY PLAINTIFF ECHEVERRIA PALOMO AND THE REST PERIOD SUB-CLASS
AGAINST ALL DEFENDANTS)**

44. Plaintiff Echeverria Palomo is informed and believes, and based thereon alleges, that Defendants' willful failure to provide all rest period premium wages due and owing to Plaintiff Echeverria Palomo and Rest Period Sub-Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff Echeverria Palomo and other members of the Rest Period

1 Sub-Class who have separated from employment are entitled to compensation pursuant to Labor
2 Code section 203.

3 **THIRD CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE § 2802**

5 **(BY PLAINTIFF ECHEVERRIA PALOMO AND THE CLASS AGAINST ALL**
6 **DEFENDANTS)**

7 45. Plaintiff Echeverria Palomo re-alleges and incorporates by reference the
8 preceding paragraphs as though fully set forth herein.

9 46. This cause of action is brought pursuant to Labor Code section 2802, which
10 provides that employees are entitled to be indemnified for expenses and losses in discharging the
11 duties of their employers. Defendants violated this provision by failing to reimburse employees
12 for all business-related expenses, including without limitation, the costs incurred with use of
13 personal cellular phones. Defendants regularly required Plaintiff Echeverria Palomo and
14 members of the Class to use their personal cell phones in order to communicate.

15 47. Defendants had a uniform corporate pattern and practice and procedure regarding
16 the above practices in violation of Labor Code section 2802.

17 48. Such a pattern, practice and uniform administration of corporate policy regarding
18 illegal employee compensation as described herein is unlawful and creates an entitlement to
19 recovery by Plaintiff Echeverria Palomo and the Class in a civil action, for the unpaid balance of
20 the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs
21 of suit according to the mandate of California Labor Code section 2802.

22 **FOURTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

24 **(BY PLAINTIFF ECHEVERRIA PALOMO AND THE CLASS AGAINST ALL**
25 **DEFENDANTS)**

26 49. Plaintiff Echeverria Palomo re-alleges and incorporates by reference the
27 preceding paragraphs as though fully set forth herein.

28 50. Defendants, and each of them, have engaged and continue to engage in unfair and

unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (a) failing to provide off-duty meal and rest breaks in violation of Labor Code sections 226.7 and 512; and (b) failing to reimburse business expenses in violation of Labor Code section 2802.

51. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

52. Plaintiff Echeverria Palomo seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

53. Plaintiff Echeverria Palomo is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code section 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff Echeverria Palomo and other members of the Class the minimum working condition standards and conditions due to them under the California laws and the applicable IWC Wage Orders as specifically described therein

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 2698 *ET SEQ.*

(BY PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

54. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

55. Plaintiffs bring this cause of action as a proxy for the State of California, and in this capacity, seek penalties on behalf of all Aggrieved Employees from December 16, 2019, through the present, for Defendants' failure to: (a) provide off-duty meal and rest breaks, in violation of Labor Code sections 226.7 and 512; (b) reimburse business expenses, in violation of Labor Code section 2802; and (c) and provide accurate, itemized wage statements, in violation of Labor Code section 226(a).

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

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

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

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

28 60. Defendants, as a matter of policy and practice, did not provide accurate wage

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

11 61. On or about December 16, 2020, Suvorova sent written notice to the California
12 Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code
13 sections 201, 202, 203, 226, 226.7, 512, and 2802, pursuant to PAGA. On December 20, 2021,
14 Suvorova sent an amended written notice to the LWDA of Defendants’ policy that employees
15 remain on premises during rest periods, in violation of Labor Code sections 201, 202, 203, 226
16 and 226.7. On February 10, 2022, Suvorova submitted a second amended written notice to the
17 LWDA alleging that Defendants are joint employers and employ Suvorova and other Aggrieved
18 Employees. To date, the LWDA has not responded to Suvorova’s written notice.

19 62. On or about October 13, 2021, Echeverria Palomo sent written notice to the
20 LWDA of Defendants’ violations of Labor Code sections 201, 202, 203, 226, 226.7, 512, and
21 2802, pursuant to PAGA. On December 20, 2021, Echeverria Palomo sent an amended written
22 notice to the LWDA of Defendants’ policy that employees remain on premises during rest
23 periods, in violation of Labor Code sections 201, 202, 203, 226 and 226.7. On February 10,
24 2022, Echeverria Palomo submitted a second amended written notice to the LWDA alleging that
25 Defendants are joint employers and employ Echeverria Palomo and other Aggrieved Employees.
26 To date, the LWDA has not responded to Echeverria Palomo’s written notice.

27 63. As such, pursuant to Labor Code section 2699(a), Plaintiffs seek recovery of any
28 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 themselves and other Aggrieved Employees

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff Echeverria Palomo as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff Echeverria Palomo as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 226.7 and 512, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code section 226.7, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code section 2802, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for restitution to Plaintiff Echeverria Palomo and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code section 17200, *et seq.*, for the time periods described above;
8. Upon the Fifth Cause of Action, for civil penalties according to proof pursuant to Labor Code section 2698, *et seq.*, and for costs and attorneys' fees;
9. On all causes of action, for attorneys' fees and costs as provided by California Labor Code sections 218.5, 226, 2699 and Code of Civil Procedure section 1021.5; and
10. For such other and further relief the Court may deem just and proper.

DATED: January 24, 2023

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiffs and the Aggrieved
Employees

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On January 24, 2023, I served the following document(s) described as: **FIRST AMENED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

Jeffrey S. Ranen Parisa Khademi Sona P. Patel Lewis Brisbois Bisgaard & Smith LLP 633 West 5 th Street, Suite 4000 Los Angeles, California 90071	<i>Attorneys for 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</i> Jeffrey.Ranen@lewisbrisbois.com Parisa.Khademi@lewisbrisbois.com Sona.Patel@lewisbrisbois.com
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 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 24, 2023, at Los Angeles, California.


Erika Mejia