

Larry W. Lee (State Bar No. 228175)  
Kristen M. Agnew (State Bar No. 247656)  
**DIVERSITY LAW GROUP, P.C.**  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile  
lwlee@diversitylaw.com  
kagnew@diversitylaw.com

Attorneys for Plaintiffs Tamara Suvorova and Andy Echeverria Palomo

**POTTER HANDY LLP**  
Mark D. Potter (SBN 166317)  
mark@potterhandy.com  
James M. Treglio (SBN 228077)  
jimt@potterhandy.com  
100 Pine St., Ste 1250  
San Francisco, CA 94111  
(858) 375-7385  
Fax: (888) 422-5191

Attorneys for Plaintiff David Scott

**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 KRISTEN M. AGNEW 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

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1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs Maria Suvorova, Andy Echeverria Palomo and Scott Ford (together, "Plaintiffs"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so truthfully.

On December 16, 2020, Plaintiff Tamara Suvorova (“Suvorova”) filed a written Complaint with the Labor & Workforce Development Agency (“LWDA”), alleging that Defendant 100% Automotive, LLC and VKS Murrieta, LP failed to provide proper meal and rest breaks, accurate itemized wage statements, and reimburse business expenses, in violation of California Labor Code § 598, *et seq.*, the Private Attorneys General Act (“PAGA”). Attached to the Complaint is a true and correct copy of the December 16, 2020 PAGA Notice.

4. On December 3, 2021, Suvorova and VKS Murrieta Limited Partnership participated in private mediation. The parties were not able to resolve the matter at this time.

## THE PROCEDURAL HISTORY OF THE INSTANT ACTION

7. On December 20, 2021, Echeverria Palomo filed a supplemental notice with the

1 LWDA, further alleging that Hendrick Co Automotive, LLC, VKS Murrieta, LP and Hendrick  
2 Automotive Group required non-exempt employees remain on premises during rest periods.  
3 Attached hereto as **Exhibit 4** is a true and correct copy of the December 20, 2021 PAGA Notice.

4 8. On December 27, 2021, Suvorova filed a supplemental letter with the LWDA  
5 further alleging that Hendrick Co Automotive, LLC, VKS Murrieta, LP and Hendrick  
6 Automotive Group required non-exempt employees remain on premises during rest periods.  
7 Attached hereto as **Exhibit 5** is a true and correct copy of the December 27, 2021 PAGA Notice.

8 9. On February 10, 2022, Echeverria Palomo and Suvorova each filed a second  
9 supplemental notice with the LWDA, adding multiple entities as joint employers. Attached  
10 hereto as **Exhibit 6** and **Exhibit 7** are true and correct copies of the February 10, 2022 PAGA  
11 Notices.

12 10. On February 17, 2022, Suvorova and Echeverria Palomo filed a representative  
13 action complaint against Defendants in the Superior Court of California, County of San  
14 Bernardino, alleging a single cause of action for violation of the PAGA (the “Action”).

15 11. On February 23, 2023, Suvorova and Echeverria Palomo filed a First Amended  
16 Complaint, alleging (1) violation of California Labor Code §§ 226.7 and 512; (2) violation of  
17 Labor Code § 226.7; (3) violation of Labor Code § 2802; (4) violation of Business and  
18 Professions Code § 17200, *et seq.*; and (5) violation of Labor Code § 2698, *et seq.* The First  
19 Amended Complaint alleged that Defendants failed to provide off-duty meal and rest breaks and  
20 failed to pay premium compensation in lieu of interrupted, shortened, and/or missed breaks. The  
21 First Amended Complaint also alleged that employees were regularly required to use their  
22 personal cell phones for work purposes but were not reimbursed for these costs.

23 12. On February 9, 2023, Echeverria Palomo propounded written discovery on each  
24 of the Defendants, including Special Interrogatories (Set One) and Requests for Production of  
25 Documents (Set One). The discovery required Defendants to provide documents and information  
26 relevant to class certification, including the number of employees in the putative class, time and  
27 payroll records, and documents pertaining to Defendants’ reimbursement, meal and rest period  
28 policies.

1 **GLOBAL MEDIATION**

2 13. In about January 2023, my office became aware of a related action entitled *David*  
3 *Scott v. Hendrick Co Automotive, LLC*, Superior Court of California, County of Riverside Case  
4 No. CVRI2205368 (the “*Scott Action*”).

5 14. Given the shared defendants and related claims at issue, the parties to *Suvorova II*  
6 and *Scott* agreed to participate in a global mediation.

7 15. In advance of the mediation, Defendants produced meal and rest break policies,  
8 sample employee payroll and time records, as well as data points related to the number of  
9 putative class members, number of shifts worked, and number of pay periods at issue during the  
10 PAGA Period. Based on the information provided by Defendants, Class Counsel conducted a full  
11 damage and penalties analysis.

12 16. The Parties also extensively discussed the merits of the lawsuit and viability of  
13 Plaintiffs being able to proceed on a class wide basis. In this respect, Defendants represented that  
14 approximately seventy percent of the putative class are subject to arbitration agreement, which  
15 include class action waivers.

16 17. On September 11, 2023, the Parties participated in a full day mediation with the  
17 Honorable Carl J. West (Retired). As a result of the mediation, and after the exchange of further  
18 information and extended negotiations following mediation, the Parties reached the present class-  
19 wide settlement, memorialized by a written Memorandum of Understanding (“MOU”). The  
20 Parties subsequently executed the Joint Stipulation of Class and Representative Action  
21 Settlement and Release (“Settlement Agreement” or “Settlement”). The settlement discussions  
22 were conducted at arm’s-length.

23 **SECOND AMENDED COMPLAINT**

24 18. As a condition of settlement, Suvorova and Echeverria Palomo agreed to file a  
25 Second Amended Complaint (“SAC”), adding David Scott as a party to the Action and  
26 incorporating the claims of the *Scott Action* into this Action.

27 19. On March 8, 2024, the Parties submitted a Joint Stipulation to Allow Plaintiff to  
28 File a Second Amended Complaint for Damages and Injunctive Relief. As of the filing of this

1 Motion, the Court has not entered an order permitting the filing of the SAC.

2 20. The SAC alleges causes of action for: (1) violation of California Labor Code  
3 sections 226.7 and 512; (2) violation of Labor Code section 226.7; (3) violation of Labor Code  
4 section 2802; (4) violation of Labor Code sections 226 and 226.3; (5) violation of Labor Code  
5 sections 201-203; (6) violation of Business and Professions Code section 17200, *et seq.*; and (7)  
6 violation of Labor Code section 2698, *et seq.* Specifically, the SAC alleges that Defendants failed  
7 to provide off-duty meal and rest breaks, pay premium compensation in lieu of providing proper  
8 breaks, reimburse business expenses, provide accurate itemized wage statements, and pay all  
9 wages upon separation of employment. The SAC also alleges that Defendants engaged in unfair  
10 business practices. Plaintiffs seek damages and penalties pursuant to PAGA for the underlying  
11 violations of Labor Code §§ 201-203, 226, 226.7, 512, and 2802.

12 **SUMMARY OF THE SETTLEMENT TERMS**

13 21. The terms of the class-wide settlement are set forth in the Joint Stipulation of  
14 Class Action Settlement and Release of Claims (the “Agreement” or “Settlement Agreement”).  
15 The Settlement Agreement sets forth all terms of the agreement reached by the Parties, which  
16 include, among other things, the method for calculating the Class Members’ individual  
17 settlement payments. A true and correct copy of the Settlement Agreement is attached hereto as  
18 **Exhibit 1.**

19 22. The proposed Class consists of “all current and former non-exempt employees  
20 who are or previously were employed by Defendants in the State of California during the Class  
21 Period.” SA § A-3. The Class Period is defined to mean the period from December 13, 2018, to  
22 November 10, 2023. *See id.* at § A-8. Based upon Defendants’ records, there are approximately  
23 1,232 individuals that comprise the Class.

24 23. As defined by the Settlement Agreement, PAGA Employees means “all current  
25 and former non-exempt employees who are or previously were employed by Defendants in that  
26 State of California during the PAGA Period.” *See* SA § A-19. The PAGA Period is the period  
27 from December 16, 2019, to November 10, 2023. *See id.* at § A-21.

28 24. The Settlement Agreement provides for Two Million Seven Hundred Seventy-

Five Thousand Dollars (\$2,775,000.00) as the Gross Settlement Amount. *See* SA § A-15. The balance of the Gross Settlement Amount remaining after deduction of attorneys’ fees (up to \$925,000.00), costs (up to \$35,000.00), Class Representative Service Awards (up to \$30,000.00), payment of PAGA penalties to the LWDA and PAGA Employees (up to \$100,000.00), and Settlement Administration Costs (up to \$21,000.00), is the Net Settlement Amount. *See id.* at §§ A-5, A-15, A-17, A-20, A-30, A-32. I estimate that the Net Settlement Amount will be at least \$1,664,000.00.

25. The Net Settlement Amount will be available for distribution to Participating Class Members (*e.g.* Class Members who do not opt-out of the settlement). Participating Class Members will be entitled to receive a portion of the Net Settlement Amount on a *pro rata* basis, based upon the total number of workweeks each Participating Class Member worked during the Class Period. *See* SA § C-8. This is fair, as it directly allocates greater recovery to individual Participating Class Members who have allegedly suffered greater harm. One Hundred percent (100%) of the Net Settlement Amount shall be allocated to all Participating Class Members.

26. Subject to Court approval, One Hundred Thousand Dollars (\$100,000.00) of the Settlement Fund shall be allocated to PAGA penalties (“PAGA Payment”). *See* SA § A-20. Seventy-Five percent of the PAGA Payment, *i.e.* the sum of Seventy-Five Thousand Dollars (\$75,000), shall be paid to the LWDA, pursuant to Labor Code section 2699 *et seq.* The remaining twenty-five percent of the PAGA Payment, *i.e.* the sum of Twenty-Five Thousand Dollars (\$25,000), shall be distributed to PAGA Employees. *See id.* As detailed in the Settlement, the amount of individual payments to PAGA Employees will be determined by the number of workweeks in which the employee worked during the PAGA Period. *See* SA § C-7.

27. As part of the Settlement, Defendants do not object to Class Counsel’s request for attorneys’ fees of approximately one-third of the Gross Settlement Amount (\$925,000.00), and reimbursement for actual litigation costs up to Thirty-Five Thousand Dollars (\$35,000), subject to the Court finally approving this Settlement. *See* SA § A-5. Any portion of the requested attorneys’ fees and/or costs not approved by the Court shall be added to the Net Settlement Amount. *See id.*

1           28. Defendants also do not object to the Class Representatives' request for Service  
2 Awards in the amount of \$10,000 each (\$30,000.00). *See* SA §§ A-30, C-5. Any portion of the  
3 Service Awards that are not approved by the Court shall become part of the Net Settlement  
4 Amount. *See* SA § A-30.

5           29. Finally, the Settlement provides for the payment of the fees and expenses  
6 reasonably incurred by the Settlement Administrator. *See* SA § A-32. The Parties have agreed to  
7 utilize CPT to administer the settlement, with the administration costs estimated to be \$21,000.  
8 *See id.*

9                   **ESTIMATED INDIVIDUAL CLASS SETTLEMENT PAYMENTS**

10           30. After deducting the amounts listed above, it is estimated that the Net Settlement  
11 Amount of \$1,664,000.00 will be distributed to Participating Class Members. On a raw average,  
12 each Participating Class Member may potentially recover approximately \$1,350.64. The amount  
13 actually paid to each Participating Class Member may increase or decrease depending on the  
14 actual number of workweeks worked during the Class Period and/or the number of timely  
15 Requests for Exclusion received. This is fair, as it directly allocates greater recovery to  
16 individual Class Members who have allegedly suffered greater harm.

17           31. Any remaining monies from uncashed settlement checks will be distributed to the  
18 California State Controller's Unclaimed Property Fund in the name of the respective  
19 Participating Class Member and/or PAGA Employee to whom the funds relate. *See* SA § C-23.

20                   **ANALYSIS OF THE CLASS AND PAGA CLAIMS**

21           32. **The Rest Period Claim.** The rest period claim is premised on Defendants'  
22 written policy that "non-exempt employees [] may not leave work premises during a rest break."  
23 In or around March 2023, Defendants revised its rest period policy. The 2023 revision omitted  
24 language that explicitly required employees to remain on-site during their breaks.

25           33. Captive rest periods are not allowed under California law. The practical  
26 implications of Defendants' rest policy confined employees to limited spaces during rest periods.  
27 In this respect, the worksite is not a large compound or in a remote area where a restriction to the  
28 worksite is a necessary byproduct of the geography of the worksite itself. Even on a short ten-

1 minute break, an employee can retrieve a mobile order from a fast service restaurant, drop off an  
2 Amazon package at the local UPS store, or fill up their tank with gas before the evening  
3 commute home. Furthermore, employees cannot freely roam the car lot in anonymity.  
4 Defendants required that all employees in a non-technician role wear a uniform shirt. Thus,  
5 remaining on premises compromises an employee's ability to take a rest period without  
6 interruption from customers.

7 34. Defendants argue that its written rest period is not *per se* unlawful. As argued by  
8 Defendants, a policy that purports to keep employees on-site is not sufficient to establish that the  
9 employer did not relinquish control during those breaks. I recognize that the Court could  
10 conclude that, as a matter of law, a captive rest period policy is insufficient to establish employer  
11 control during a rest period. Defendants further argue that this particular rest period policy was  
12 but a single document among a multitude of rest period policies in effect during the class period  
13 and that none of the other policy documents in effect at that time stated such a restriction.

14 35. **The Meal Period Claim.** Plaintiffs' meal period claim is focused on Defendants'  
15 practice of staffing employees such that insufficient coverage was available for employees to  
16 take uninterrupted breaks. By way of example, Plaintiff Suvorova's time records show meal  
17 breaks shorter than 30-minutes on no fewer than six occasions within a 30-day period. The  
18 sample time records produced by Defendants similarly show that in more than one-third of the  
19 meal period qualifying shifts, employees received a facially non-compliant meal period.  
20 Plaintiffs further contend that Defendants imposed an unlawful on-duty meal period agreement.

21 36. Defendants dispute the existence of a common policy that required Class  
22 Members to interrupt their breaks to perform work related tasks. Defendants argue that their only  
23 obligation was to make breaks available to employees – not to police them. Defendants further  
24 argue that even if Plaintiffs could demonstrate liability, Plaintiffs could not certify this claim for  
25 class treatment because it was based on varying practices where Defendants had facially  
26 compliant policies. According to Defendants, an adjudication of the alleged meal period  
27 violation would require individualized assessments as to the circumstances of each missed,  
28 delayed or interrupted break. Defendants further argue that, even if Plaintiffs were able to

1 establish that some employees experienced a meal and/or rest period violation, such a claim  
2 would not be manageable.

3       **37. The Wage Statement Claim.** Plaintiffs allege that Defendants' wage statements  
4 display the incorrect total hours worked, in violation of Labor Code section 226(a). When  
5 overtime wages were paid to employees, the corresponding wage statement displayed overtime  
6 wages on multiple lines, showing amounts paid at a base rate of pay and other line items showing  
7 half the base rate of pay. As a result of this practice, the wage statements list redundant overtime  
8 hours. Consequently, when the applicable hours are added, the sum does not correlate to the  
9 correct number of total hours worked during the pay period.

10       **38.** Defendants argue that compliance with Section 226(a)(2) does not require an  
11 employer to list the sum of hours worked on its wage statements. Defendants further maintain  
12 that any alleged omission of the total hours worked from the wage statements was not a  
13 "knowing and intentional failure" by Defendant to comply with Labor Code section 226(a), and  
14 penalties are therefore unwarranted.

15       **39.** Plaintiffs also pursue a wage statement violation that is purely derivative in  
16 nature. As argued by Defendants, Plaintiffs' derivative wage statement violation is vulnerable to  
17 a motion for summary judgment.

18       **40. The Reimbursement Claim.** Plaintiffs allege that Defendants require employees  
19 to use personal cell phones to communicate for work related purposes, but did not reimburse  
20 employees for the costs of such usage.

21       **41.** Defendants dispute the existence of a common policy that requires employees to  
22 use personal cell phones for work-related purposes. Defendants further contend that it  
23 maintained compliant written reimbursement policies and provided cell phones and phone  
24 stipends. Defendants point to other potential weaknesses in Plaintiffs' theory of liability. Some  
25 courts have denied class certification of Section 2802 claims because liability hinges on  
26 individualized inquiries into the actual expenses incurred by class members and whether each  
27 class member was fully reimbursed pursuant to the policy.

28       **42. Waiting Time Penalties.** Plaintiffs seek waiting time penalties based on the

alleged underpayment of wages, as set forth above. Defendants maintained that they properly paid all employees wages and thus were not liable for these damages. Defendants also argued that Plaintiffs could not establish that Defendants “willfully” failed to pay wages at separation of employment and/or that a good faith dispute exists as to whether the allegedly underpaid monies were wages due. This is a legal defense that, if successful, could potentially defeat Plaintiffs’ Section 203 claim. *Chavez v. Converse, Inc.*, 2020 WL 1233919, at \*1 (N.D. Cal. 2020) (holding that an employer’s failure to pay is not willful where there is uncertainty in the law or a “good faith mistaken belief that wages are not owed”). In *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal.App.5th 937 (2023), *review granted* 2023 WL 3745105 (May 31, 2023), the court upheld an employer’s good faith defense to the plaintiff’s claim for waiting time penalties, pursuant to Labor Code § 203. The employer argued that it had a viable legal defense, which precluded the imposition of waiting time penalties because its acts were not “willful” within the meaning of the statute. Even had Plaintiffs ultimately prevailed on the merits, Defendants may have sought immediate appellate review through a writ or appeal. Thus, the maximum exposure estimated on this claim was discounted for purposes of analyzing a reasonable settlement value.

#### **POTENTIAL DAMAGES & PENALTIES**

43. I negotiated the settlement sum based on a clear understanding of the maximum exposure in this case. Based on the class data provided by Defendants, Class Counsel estimated that Defendants would face potential liability of up to approximately \$20,943,014.42 for Plaintiffs’ class and PAGA claims if Plaintiffs succeeded at trial. Plaintiffs estimated Defendants’ maximum exposure as follows:

| Claim                                        | Estimated Exposure | Calculations/Formula                                                                 |
|----------------------------------------------|--------------------|--------------------------------------------------------------------------------------|
| Labor Code § 226.7 – captive rest periods    | \$6,960,389.38     | 100% violation rate assuming 484,201 shifts at an average hourly rate of \$14.375.   |
| Labor Code §§226.7 & 512 – meal periods      | \$2,268,466.04     | 33.33% violation rate assuming 473,419 shifts at an average hourly rate of \$14.375. |
| Labor Code § 2802 – cell phone reimbursement | \$490,259          | \$1 per shift assuming 490,259 shifts                                                |
| Labor Code § 226                             | \$4,928,000        | Maximum statutory penalty of \$4,000 for 1,232 Class Members                         |

|                                         |                 |                                             |
|-----------------------------------------|-----------------|---------------------------------------------|
| PAGA                                    | \$6,295,900     | \$100 civil penalty per pay period (62,959) |
| <b>Total Estimated Maximum Exposure</b> | \$20,943,014.42 |                                             |

44. The estimated exposure above likely significantly overestimates the potential liability in this action for a number of reasons. While Class Counsel believes that a class can be certified, there is uncertainty and risks to Plaintiffs involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals. These risks on class certification are compounded by the existence of arbitration agreements signed by approximately seventy percent of Class Members are subject to arbitration agreements, which include class action waivers. Furthermore, the merits of the claims are disputed.

45. In negotiating the amount of the settlement, I took into account the inherent uncertainty in the potential recovery in a PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties where "...if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." See Cal. Labor Code § 2699(e)(2). Assuming that Plaintiffs prevailed on liability, under the facts of this case, I appreciate the substantial risk that Defendant could present a persuasive argument to reduce the amount of PAGA penalties at trial.

46. I am also aware that Courts routinely award far less than the statutory maximum amount of civil penalties, even where an underlying violation of the Labor Code is found. As shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal. App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper. *Id.* at 539; see *O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal., 2016). Thus, assuming that the Court uses *Carrington* as a benchmark and assesses PAGA penalties of approximately 10% of the total maximum, a more realistic estimate of the maximum PAGA penalties at issue is \$629,590.

1           47.     Although I believe in the merits of the alleged claims and maintain that there is no  
2 reason for reducing PAGA penalties, I am also aware that Defendants may raise defenses to the  
3 claims and that could be persuasive to the Court. The Gross Settlement Amount was premised  
4 with this risk in mind, associated with the possibility of the Court significantly reducing  
5 Plaintiffs' PAGA penalties, along with other attendant risks, even if Plaintiffs were to prevail at  
6 trial.

7           48.     Here, based on the amounts explained above, the total exposure for Plaintiff's  
8 class and PAGA claims amount to \$20,943,014.42. However, this figure assumes that the Court  
9 would award full PAGA penalties in the amount of \$6,295,900. The Gross Settlement Amount is  
10 approximately 13.25% of Defendants' maximum liability.

11           49.     In the alternative, if the Court applies the 90% reduction approved in *Carrington*,  
12 the maximum PAGA penalties are reduced to \$629,590. Taking into account this reduced  
13 penalty calculation, the realistic exposure on the class and PAGA claims totals \$15,276,704.42.  
14 This amounts to approximately 18.16% of the total estimated liability.

15                   **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

16           50.     I believe that Plaintiffs and the Class could prevail at trial. However, I also  
17 believe in the fairness of the settlement, which is based on factoring in the uncertainty and risks  
18 attendant to not prevailing on one or more theories of liability, the possibility of losing at trial  
19 and potential for appeals. Moreover, as Defendants adamantly deny that they should be liable for  
20 the full extent of the alleged damages and penalties, there is a possibility that Plaintiffs and the  
21 Class would be awarded less or recover nothing at trial. Thus, after taking into account sharply  
22 disputed legal issues involved in this litigation, the risks associated with further prosecution,  
23 delays caused by potential appeals, and the substantial benefits to be received pursuant to the  
24 Agreement, I believe that the proposed settlement is fair, reasonable, and adequate and is in the  
25 best interests of the Class.

26           51.     I have no conflicts with the Class and will adequately represent the Class. From  
27 the inception of the case, Class Counsel has solely represented the interest of the Class.

28                   **ATTORNEY EXPERIENCE**

1           52.     Diversity Law Group was retained based upon a contingency fee arrangement  
2 wherein Plaintiffs' counsel agreed to advance all costs and receive no fee unless a recovery was  
3 accomplished. Specifically, had Plaintiffs failed to prevail in this case, counsel for Plaintiffs  
4 would have spent a significant amount of time, money, and other resources without any benefit  
5 or return. In addition, had Plaintiffs also failed to prevail in the present case, Defendants would  
6 have been able to seek costs in connection with their defense of the case.

7           53.     Class Counsel has a great deal of experience in wage and hour class action  
8 litigation. Diversity Law Group has been approved as class counsel in a number of wage and  
9 hour class actions and have extensive litigation experience.

10          54.     My qualifications are as follows: I was the 2003 recipient of the Spelman  
11 Presidential Scholarship to Emory University School of Law. During law school, I was a summer  
12 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta  
13 office of the Equal Employment Opportunity Commission. I received my J.D. from Emory  
14 University in 2006 and was admitted to the California Bar in December 2006. Following law  
15 school, I was an associate at Sonnenschein from September 2006 to May 2009.

16          55.     Since 2009, my primary area of practice has been employment litigation. I have  
17 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was  
18 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then  
19 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June  
20 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500  
21 companies in employment litigation in both state and federal courts, as well as before  
22 government agencies, including the California Department of Labor. My practice included the  
23 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair  
24 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I  
25 also handled a number of wage and hour class actions.

26          56.     In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time  
27 handling employment cases. I primarily represent employees.

28          57.     I served as the lead associate on a number of wage and hour class actions,

1 including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior Court Case No.  
2 BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles County Superior  
3 Court Case No. BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los Angeles County  
4 Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles County Superior Court  
5 Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los Angeles Superior Court Case  
6 No. BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, Santa Clara  
7 County Superior Court Case No. 114-CV-263183; *Tessa Hodge v. Zale Delaware, Inc., d/b/a*  
8 *Piercing Pagoda*, San Bernardino Superior Court Case No CIVVS1301632; *Warren v. Paychex,*  
9 *Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale Delaware Inc. et al*, S.D. Cal. Case No.  
10 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro Refining and Marketing Company et al*,  
11 C.D. Cal. Case No. 2:10-cv-05870.

12 58. I have been approved as class counsel in a number of class actions by the Superior  
13 Courts of California and United States District Courts, including: *Antonio Becerra-Mata v. PSC*  
14 *Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Andrew*  
15 *Vasquez v. Earthbound Farm, LLC*, San Benito County Superior Court Case No. CU-17-00171;  
16 *Francisco Pulido v. Westrock Services, Inc.*, San Benito County Superior Court Case No. CU-  
17 18-00074; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior  
18 Court Case No. BC608609; *John Obiols v. Lockheed Martin Corporation*, Santa Clara County  
19 Superior Court Case No. 17CV314178; and *Eric Chavez v. Converse, Inc.*, N.D. Cal. Case No.  
20 15-cv-03746-NC.

21 59. I also second chaired two jury trials where I represented the prevailing defendant.  
22 Both cases involved employees who brought claims against their former employers pursuant to  
23 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,  
24 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*  
25 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

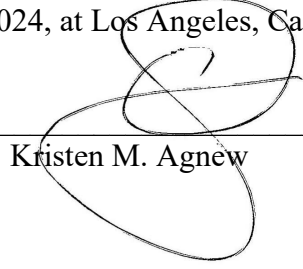
26 **NOTICE TO LWDA**

27 60. Concurrent with the filing of the Motion to Approve PAGA Settlement, my  
28 office uploaded the Motion, Agreement, and proposed order to the LWDA's website. Attached

1 hereto as **Exhibit 8** is a true and correct copy of the submission confirmation.

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

4 Executed on this 24<sup>th</sup> day of April 2024, at Los Angeles, California.

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8 Kristen M. Agnew  
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**INDEX OF EXHIBITS TO AGNEW DECLARATION**

|                  |                                                                    |
|------------------|--------------------------------------------------------------------|
| <b>Exhibit 1</b> | Joint Stipulation of Class Action Settlement and Release of Claims |
|                  | <b>Exhibit A</b> Notice of Proposed Class Action Settlement        |
| <b>Exhibit 2</b> | Suvorova December 16, 2020 PAGA Notice                             |
| <b>Exhibit 3</b> | Echeverria Palomo October 20, 2021 PAGA Notice                     |
| <b>Exhibit 4</b> | Echeverria Palomo December 20, 2021 PAGA Notice                    |
| <b>Exhibit 5</b> | Suvorova December 27, 2021 PAGA Notice                             |
| <b>Exhibit 6</b> | Suvorova February 10, 2022 PAGA Notice                             |
| <b>Exhibit 7</b> | Echeverria Palomo February 10, 2022 PAGA Notice                    |
| <b>Exhibit 8</b> | Proof of Submission of Motion to the LWDA                          |

# EXHIBIT 1

Larry W. Lee (State Bar No. 228175)  
Kristen M. Agnew (State Bar No. 247656)  
Nicholas Rosenthal (State Bar No. 268297)  
**DIVERSITY LAW GROUP, P.C.**  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile  
lwlee@diversitylaw.com.  
kagnew@diversitylaw.com  
nrosenthal@diversitylaw.com

Attorneys for Plaintiffs Tamara Suvorova and Andy Echeverria Palomo  
(ADDITIONAL COUNSEL LISTED ON FOLLOWING PAGE)

**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,  
a California limited partnership; CONCORD  
WEST AUTOMOTIVE COMPANY, business  
entity form unknown; PLEASANTON  
AUTOMOTIVE COMPANY, business entity  
form unknown; EAST BAY AUTOMOTIVE  
COMPANY, business entity form unknown;  
LOP 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

(Assigned to the Hon. Joseph T. Ortiz, Dept.  
S-17)

**JOINT STIPULATION OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT AND RELEASE**

1 **POTTER HANDY LLP**

2 Mark D. Potter (SBN 166317)

3 mark@potterhandy.com

4 James M. Treglio (SBN 228077)

5 jimt@potterhandy.com

6 100 Pine St., Ste 1250

San Francisco, CA 94111

(858) 375-7385

Fax: (888) 422-5191

Attorneys for Plaintiff David Scott

9 **O'HAGAN MEYER LLP**

Soojin Kang, SB# 219738

10 E-Mail: [skang@ohaganmeyer.com](mailto:skang@ohaganmeyer.com)

Alison Korgan, SB# 328634

11 E-Mail: [akorgan@ohaganmeyer.com](mailto:akorgan@ohaganmeyer.com)

12 550 South Hope Street, Suite 2400

Los Angeles, CA 90071

13 Attorneys for Defendants VKS Murrieta Limited Partnership, Concord West Automotive  
14 Company, Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive  
15 Company Limited Partnership, El Cerrito Automotive Company, Murrieta Automotive  
16 Company, and Hendrick Co Automotive, LLC

1                   **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2                   This Joint Stipulation of Class and Representative Action Settlement (“Agreement” or  
3 “Settlement”) is made and entered into by and between plaintiffs Tamara Suvorova, Andy  
4 Echeverria Palomo, and David Scott (collectively, “Plaintiffs”), as individuals and on behalf of  
5 Class Members and PAGA Employees (as defined herein), and the Labor and Workforce  
6 Development Agency (“LWDA”), on the one hand, and defendants VKS Murrieta Limited  
7 Partnership, Concord West Automotive Company, Pleasanton Automotive Company, East Bay  
8 Automotive Company, LOP Automotive Company Limited Partnership, El Cerrito Automotive  
9 Company, Murrieta Automotive Company, and Hendrick Co Automotive, LLC (collectively,  
10 “Defendants”) on the other hand, (collectively, the “Parties”) in accordance with the terms of the  
11 Memorandum of Understanding of Settlement signed by the Plaintiffs and Defendants and subject  
12 to preliminary and final approval by the Court for the settlement of the class and representative  
13 action entitled *Tamara Suvorova and Andy Echeverria Palomo v. VKS Murrieta Limited*  
14 *Partnership, et al.*, San Bernardino County Superior Court case number CIVSB2203870.

15                                   **I.   TERMS OF THE SETTLEMENT**

16                   **A.   DEFINITIONS**

17                   The following definitions are applicable to this Agreement in addition to those terms  
18 defined elsewhere in this Agreement:

19                   1.       “Action” means *Tamara Suvorova and Andy Echeverria Palomo v. VKS Murrieta*  
20 *Limited Partnership, et al.*, San Bernardino County Superior Court case number CIVSB2203870  
21 (filed on February 17, 2022) as amended to include all claims in the *Scott* Action.

22                   2.       “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class and  
23 Representative Action Settlement and Release.

24                   3.       “Class” or “Class Member(s)” means all current and former non-exempt employees  
25 who are or previously were employed by Defendants in the State of California during the Class  
26 Period. Because all PAGA Employees are also Class Members, a reference to the Class or Class  
27 Member(s) in this Agreement shall refer to both Class Members and PAGA Employees.

28                   4.       “Class Counsel” means Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal

of Diversity Law Group, P.C.; and Mark D. Potter and James M. Treglio of Potter Handy LLP, collectively.

5. “Class Counsel Award” means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel from the Gross Settlement Amount for the services they have rendered and will render to Plaintiffs and the Class in the Action. Defendants agree not to oppose a Class Counsel Award of up to the sum of Nine Hundred Twenty-Five Thousand Dollars (\$925,000.00), *i.e.*, approximately one-third (1/3) of the Gross Settlement Amount, and costs in the amount of up to Thirty Five Thousand Dollars (\$35,000.00), subject to the Court’s final approval of this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

6. “Class List and Data” means information regarding all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List and Data shall be formatted as a Microsoft Office Excel spreadsheet and shall include each Class Member’s full name, most recent mailing address, Social Security Number, dates of employment, and the number of Workweeks each Class Member worked during the Class Period and/or PAGA Period. The Class List and Data will be treated as confidential and may not be disclosed or used by the Settlement Administrator except as necessary to perform its duties under this Agreement.

7. “Class Notice” means the Notice of Proposed Class Action Settlement, substantially in the form attached as **Exhibit A**.

8. “Class Period” means the period from December 13, 2018, to November 10, 2023.

9. “Class Representatives” or “Plaintiffs” means plaintiffs Tamara Suvorova, Andy Echeverria Palomo, and David Scott.

10. “Counsel for Defendants” or “Defense Counsel” means Soojin Kang and Alison Korgan of O’Hagan Meyer LLP.

11. “Court” means the Superior Court for the State of California, County of San Bernardino, or any other appropriate court assuming jurisdiction over the Action.

12. “Defendants” mean 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, including their predecessors, successors, and assigns, if any.

13. “Effective Date” means: (a) the date when the Final Approval Order is signed, if there are no objections, or if an objection is withdrawn prior to the Final Approval hearing, or (b) in the event there are objectors, sixty (60) days after service of notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the Settlement without any appeals or request for review being taken, or orders affirming said Final Approval Order and Judgment, or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

14. “Final Approval” means that the Final Approval Order and Judgment have been entered by the Court.

15. “Gross Settlement Amount” means the maximum settlement amount of Two Million Seventy Hundred Seventy-Five Thousand Dollars (\$2,775,000.00) to be paid by Defendants as a result of this Agreement to resolve the class and representative claims in the Action. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Service Awards to Plaintiffs, Settlement Administration Costs to the Settlement Administrator, the PAGA Payment (including payment to the LWDA), and Class Counsel Award. This amount shall be non-reversionary. Defendants’ share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, and/or any similar tax or charge) shall be paid by Defendants separately and in addition to the Gross Settlement Amount, to the Settlement Administrator for handling.

16. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and the amount payable to each PAGA Employee from 25% of the PAGA Payment.

17. “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining after deduction of the approved Plaintiffs’ Service Awards, Settlement Administration

Costs, PAGA Penalties, and Class Counsel Award. The Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members and PAGA Employees.

18. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number; (b) a concise, written statement articulating the objection and the basis or bases therefor; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Class Notice and must be postmarked by the Response Deadline.

19. “PAGA Employee(s)” means all current and former non-exempt employees who are or previously were employed by Defendants in the State of California during the PAGA Period.

20. “PAGA Payment” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount shall be allocated to the resolution of any Class Members’ claims arising under PAGA. Pursuant to the PAGA, 75% of the PAGA Payment, *i.e.*, the sum of Seventy-Five Thousand Dollars (\$75,000.00), shall be paid to the California Labor and Workforce Development Agency (“LWDA”), and 25% of the PAGA Payment, *i.e.*, the sum of Twenty-Five Thousand Dollars (\$25,000.00), shall be paid to PAGA Employees. The payment to the LWDA will be forwarded by the Settlement Administrator and any reallocation of settlement proceeds to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

21. “PAGA Period” means the period from December 16, 2019, to November 10, 2023.

22. “Parties” means Plaintiffs, on behalf of themselves and the Class, PAGA

Employees, and LWDA, and Defendants collectively.

23. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

24. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

25. “Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of action of any kind, which were or could have been raised in the Action based on the facts alleged in the Action and the *Scott* Action, including the Second Amended Complaint to be filed in the Action pursuant to this Agreement (see para. B.5 below), that arose during the Class Period, including but not limited to claims based on violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 512, and 2802, and Business and Professions Code § 17200, *et seq.*, including claims for failure to provide off-duty meal and rest periods, failure to pay meal and rest period premiums, failure to reimburse business expenses, failure to timely pay all wages owed upon separation, failure to provide and maintain accurate payroll records, failure to provide accurate, itemized wage statements, and any related damages, penalties, restitution, equitable relief, disgorgement, interest, or attorneys’ fees.

26. “Released PAGA Claims” means all claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et seq.*, based on violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 512, and 2802, that arose during the PAGA Period.

27. “Released Parties” means (a) Defendants and any direct or indirect parents, subsidiaries, divisions, affiliates, and related entities of each Defendant; (b) any predecessors, successors, or assigns of any of the foregoing (a); and (c) any past, present, or future employees, officers, directors, affiliates, partners, joint venturers, co-venturers, licensors, licensees, principals, members, managers, managing agents, agents, attorneys, accountants, insurers, reinsurers, shareholders, investment bankers, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing (a)-(b) in his, her, their, or its capacity as such.

28. “Request for Exclusion” means a timely letter submitted by a Class Member

1 indicating a request to be excluded from the Class portion of the Settlement. The Request for  
2 Exclusion must: (a) clearly state that the Class Member does not wish to be included in the  
3 Settlement; (b) set forth the name, address, telephone number and last four digits of the Social  
4 Security Number of the Class Member requesting exclusion; (c) be signed by the Class Member;  
5 (d) be returned by mail to the Settlement Administrator at the specified address indicated in the  
6 Class Notice; and (e) be postmarked on or before the Response Deadline.

7 29. "Response Deadline" means sixty (60) calendar days after the initial date of mailing  
8 of the Class Notice by the Settlement Administrator to Class Members, and the last date on which  
9 Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

10 30. "Service Award(s)" means the amount that the Court authorizes to be paid to  
11 Plaintiffs, in addition to their Individual Settlement Payments, in recognition of their efforts and  
12 risks in assisting with the prosecution of the Action. Subject to the Court granting final approval,  
13 the Parties agree that Plaintiffs shall each be paid up to Ten Thousand Dollars (\$10,000.00) from  
14 the Gross Settlement Amount.

15 31. "Settlement" means the agreement among the Parties to resolve the Action, as set  
16 forth in this Agreement.

17 32. "Settlement Administration Costs" means the fees and expenses reasonably  
18 incurred by the Settlement Administrator as a result of the procedures and processes expressly  
19 required by this Agreement, which are estimated at Twenty One Thousand Dollars (\$21,000.00).  
20 Any portion of the Settlement Administration Costs not used or approved by the Court shall be  
21 added to the Net Settlement Amount. However, the Parties hereby acknowledge that the Settlement  
22 Administration Costs may increase above the current estimate of Twenty One Thousand Dollars  
23 (\$21,000.00) and that any such additional Settlement Administration Costs that are approved by  
24 counsel for the Parties and the Court shall be taken out of the Gross Settlement Amount. The  
25 Parties each represent that they do not have any financial interest in the Settlement Administrator  
26 or otherwise have a relationship with the Settlement Administrator that could create a conflict of  
27 interest.

28 33. "Settlement Administrator" means CPT Group, an independent third party, which

1 was mutually chosen by Class Counsel and Defense Counsel.

2 34. “Settlement Payment Check” means the payment to Participating Class Members  
3 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement  
4 and the payment of PAGA penalties to PAGA Employees, which shall be mailed fifteen (15)  
5 business days after receipt of funds from Defendants as set forth in Paragraph C.22.

6 35. “Workweek” or “Workweeks” shall mean the period of time worked by a Class  
7 Member between Sunday at 12:00 a.m. and Saturday at 11:59 p.m. of any calendar week.

8 **B. PROCEDURAL HISTORY**

9 1. Procedural History of the Action. On February 16, 2022, plaintiffs Tamara  
10 Suvorova and Andy Echeverria Palomo filed a complaint against Defendants in the Superior Court  
11 of California, County of San Bernardino, case number CIVSB2203870 (the “Action”). On  
12 February 23, 2023, plaintiffs filed a first amended complaint alleging: (1) violation of Labor Code  
13 §§ 226.7 and 512; (2) violation of Labor Code § 226.7; (3) violation of Labor Code § 2802; (4)  
14 violation of Business and Professions Code § 17200, *et seq.*; and (5) violation of Labor Code §  
15 2698, *et seq.*

16 2. Related Scott Action. On December 13, 2022, plaintiff David Scott filed a class and  
17 representative action complaint against Defendants in the Superior Court of California, County of  
18 Riverside, case number CVRI2205368 (“Scott Action”). The Scott Action alleged claims for: (1)  
19 violation of Labor Code § 226.7; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of  
20 Labor Code § 2802; (4) violation of Labor Code §§ 226 and 226.3; (5) violation of Labor Code §§  
21 201-203; (6) violation of Labor Code § 2699, *et seq.* and 558; and (7) violation of Business and  
22 Professions Code § 17200, *et seq.*

23 3. Given the shared defendants and related claims at issue, the parties to the Action  
24 and Scott Action agreed to participate in a global mediation. In advance of the mediation,  
25 Defendants produced meal and rest break policies, sample employee payroll and time records, as  
26 well as data points related to the number of putative class members, number of shifts worked, and  
27 number of pay periods at issue during the PAGA Period.

28 4. Mediation. On September 11, 2023, the Parties engaged in a private mediation

1 before the Honorable Carl J. West (Retired) of JAMS. Following mediation, the Parties reached  
2 an agreement in principle for a class-wide and representative settlement and signed a  
3 Memorandum of Understanding.

4 5. Second Amended Complaint. In connection with the Parties' Settlement, Plaintiffs  
5 agree to file a Second Amended Complaint, adding David Scott as a party to the Action and  
6 incorporating the claims of the *Scott* Action into the Action. Following the filing of the Second  
7 Amended Complaint, David Scott will file a request for dismissal without prejudice of the *Scott*  
8 Action.

9 6. The Parties recognize the risk, expense, and delay in continuing the Action, and  
10 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties  
11 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the  
12 Action.

13 **C. TERMS OF AGREEMENT**

14 Plaintiffs, on behalf of themselves and the Class, PAGA Employees, and the LWDA, and  
15 Defendants agree as follows:

16 1. Settlement Consideration. Defendants shall pay the Gross Settlement Amount  
17 totaling the sum of Two Million Seven Hundred Seventy-Five Thousand Dollars (\$2,775,000.00)  
18 as specified in this Agreement in full satisfaction of all claims arising from the Action, which shall  
19 be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Plaintiffs'  
20 Service Awards; (4) Settlement Administration Costs to the Settlement Administrator; and (5) the  
21 PAGA Payment (including payment to the LWDA). The Parties agree that this is a non-  
22 reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to  
23 Defendants. In no event shall Defendants be required to pay more than the Gross Settlement  
24 Amount as specified in this Agreement, with the exception of Defendant's share of any employer  
25 payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, and/or  
26 any similar tax or charge), which shall be paid by Defendants separate and apart from the Gross  
27 Settlement Amount.

28 2. Workweek Escalator. The Gross Settlement Amount is based on Defendants'

representation that Class Members worked approximately 114,463 Workweeks from December 13, 2018, to August 15, 2023. If the total number of Workweeks worked by Class Members during the Class Period increases by more than ten percent (10%) (*i.e.*, 125,909), then Defendants shall have the option to either: (1) increase the Gross Settlement Amount by an amount proportionate to the percentage increase above ten percent (*e.g.*, increase the Gross Settlement Amount by 1% for an 11% increase of the total Workweeks; or (2) roll back the end date of the Class Period so that the total number of Workweeks does not exceed 125,909.

3. Funding of the Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount within thirty (30) days of the Effective Date. Defendants shall make a deposit into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. Once the Gross Settlement Amount has been deposited into the QSF, Defendants’ obligation to pay the Gross Settlement Amount is fully discharged and Defendants shall have no liability with respect to the distribution or non-distribution of the Gross Settlement Amount or any portion thereof, neither of which shall affect the enforceability of this Agreement or the release of Released Class Claims or Released PAGA Claims. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer the Settlement Account in such a manner as to qualify and maintain the qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state, and local and income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the QSF, and (ii) fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Costs. The Parties and the Settlement Administrator shall treat the QSF as coming

1 into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R.  
2 § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as  
3 required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the Settlement  
4 Administrator and one another to the extent reasonably necessary to carry out the provisions of  
5 this Section.

6 4. Class Counsel Award. Defendants agree not to oppose any application or motion  
7 by Class Counsel for attorneys' fees of up to the sum of Nine Hundred Twenty-Five Thousand  
8 Dollars (\$925,000.00), or approximately one-third (1/3) of the Gross Settlement Amount, and costs  
9 incurred by Class Counsel in the amount of up to Thirty Five Thousand Dollars (\$35,000.00.00),  
10 which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue  
11 an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and expenses.  
12 Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net  
13 Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

14 5. Plaintiffs' Service Awards. Defendants agree not to oppose any application or  
15 motion by Plaintiffs for a Service Award of up to Ten Thousand Dollars (\$10,000.00) to each  
16 Plaintiff. The Service Award shall be paid from the Gross Settlement Amount and shall be paid in  
17 addition to Plaintiffs' Individual Settlement Payment as Participating Class Members. The  
18 Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs reflecting their respective  
19 Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable  
20 taxes on their Service Awards and shall hold Defendants, Defense Counsel, and Class Counsel  
21 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the  
22 Service Award. Any portion of the Service Award not awarded to Plaintiffs shall be added to the  
23 Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

24 6. Settlement Administration Costs. The Settlement Administrator shall be paid for  
25 the reasonable costs of administration of the Settlement from the Gross Settlement Amount,  
26 currently estimated at Twenty One Thousand Dollars (\$21,000.00). These costs, which shall be  
27 paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the  
28 Individual Settlement Payments, the issuing of W-2 and 1099 IRS Forms, establishing a Qualified

Settlement Fund, administering and distributing the Gross Settlement Amount, Service Awards, and Class Counsel Award, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

7. PAGA Payment. Subject to Court approval, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount shall be designated for satisfaction of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, *i.e.*, the sum of Seventy-Five Thousand Dollars (\$75,000.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.*, the sum of Twenty-Five Thousand Dollars (\$25,000.00), shall be paid to PAGA Employees in connection with the release of their Released PAGA Claims. Each PAGA Employee will be entitled to a portion of the 25% of the PAGA Payment, calculated in accordance with the number of Workweeks he or she worked during the PAGA Period, in relation to the total number of Workweeks worked by all PAGA Employees during the PAGA Period.

8. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class Members from the Class in accordance with the terms of this Agreement. The Settlement Administrator will allocate the class portion of the Individual Settlement Payment by dividing the Net Settlement Amount by the total number of Workweeks for the Class Period, resulting in the Net Workweek Value (hereafter, "Net Workweek Value"), and then multiplying the Net Workweek Value by the number of Workweeks worked by each Class Member during the Class Period. Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendants maintain no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

9. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, the Service Awards made to Plaintiffs, as well

as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which Plaintiffs or any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans/sick day eligibility, PTO plans, and any other benefit plans. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans. The Parties agree that any Individual Settlement Payment or the Class Representative Service Award paid to Participating Class Members or Plaintiffs under the terms of this Agreement do not represent any modification of Participating Class Members' or Plaintiffs' previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendants. Further, any Individual Settlement Payments and/or Class Representative Service Awards paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendants.

10. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

- a. Establish and maintain a Qualified Settlement Fund account;
- b. Calculate the amount of the settlement each Class Member and/or PAGA Employee is eligible to receive and applicable withholdings;
- c. Verify the last known address for each Class Member through a generally utilized, national address update database prior to mailing to the Class Members the Notice of Proposed Class Action Settlement ("Class Notice(s)" or "Notice(s)");
- d. Print and mail the Class Notice;
- e. Establish and maintain a toll-free informational telephone support line to assist Class Members who have questions regarding the Class Notice;

1 f. Conduct additional address searches for mailed Class Notices that are  
2 returned as undeliverable, and to the extent new and more current addresses are found, also reprint  
3 and re-mail the Class Notices accordingly;

4 g. Issue and distribute all payments provided for in this Agreement, including  
5 the Individual Settlement Payments;

6 h. Report the payments made pursuant to this Agreement as required on a W-  
7 2, Form 1099, and/or other forms, as applicable;

8 i. Calculate Defendants' share of payroll taxes, including FICA and FUTA,  
9 on the portion of each Individual Settlement Payment allocated to unpaid wages, and handle  
10 payment and reporting;

11 j. Provide declarations and/or other information to the Court as requested; and

12 k. Any other services reasonably required to administer this Settlement.

13 11. Delivery of the Class List and Data. Within fourteen (14) calendar days of  
14 Preliminary Approval, Defendants shall provide the Class List and Data to the Settlement  
15 Administrator.

16 12. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving  
17 the Class List and Data from Defendants, the Settlement Administrator shall mail the Class Notice  
18 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing  
19 addresses identified in the Class List and Data.

20 13. Confirmation of Contact Information in the Class List and Data. Prior to mailing,  
21 the Settlement Administrator shall perform a search based on the National Change of Address  
22 Database for information to update and correct for any known address changes.

23 14. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice  
24 will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's  
25 principal terms; (3) the Class definition; (4) the PAGA Employee definition; (5) each Class  
26 Member's estimated Individual Settlement Payment and the formula for calculating Individual  
27 Settlement Payments, if they do not request to be excluded; (6) the dates that comprise the Class  
28 Period and PAGA Period; (7) instructions on how to submit valid Requests for Exclusion or

1 Notices of Objection; (8) the deadlines by which the Class Member must submit a Request for  
2 Exclusion or Notice of Objection to the Settlement; (9) the date of the final approval hearing; and  
3 (10) the claims to be released. The Class Notice will also inform Class Members that, in order to  
4 receive the Individual Settlement Payment, they do not need to do anything except keep the  
5 Settlement Administrator apprised of their current mailing address. The Class Notice will also  
6 inform PAGA Employees that there is no option to exclude themselves from the PAGA portion of  
7 the Settlement. Nothing else shall be required of, or done by, the Parties, Class Counsel, or  
8 Defense Counsel to provide notice of the proposed settlement.

9 15. Re-Mailing of Returned Notices. Any Class Notices returned to the Settlement  
10 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via  
11 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
12 Administrator shall indicate the date of such re-mailing on the Class Notice. If no forwarding  
13 address is provided, then the Settlement Administrator shall promptly attempt to determine the  
14 correct address using a skip-trace, or other search using the name, address and/or Social Security  
15 Number of the Class Member involved and shall perform a re-mailing. If a Class Member's Class  
16 Notice is returned to the Settlement Administrator as non-deliverable more than once, then an  
17 additional Class Notice shall not be mailed.

18 16. Request for Exclusion Procedures. Any Class Member may opt-out from the class  
19 portion of this Settlement by submitting a written Request for Exclusion to the Settlement  
20 Administrator postmarked by the Response Deadline. A Request for Exclusion must: (1) contain  
21 the name, address, telephone number, and the last four digits of the Social Security Number of the  
22 person requesting exclusion; (2) clearly state that the Class Member does not wish to be included  
23 in the Settlement; (3) be signed by the Class Member; (4) be returned by mail to the Settlement  
24 Administrator at the specified address; and (5) be postmarked on or before the Response Deadline.  
25 The date of the postmark shall be the exclusive means to determine whether a Request for  
26 Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed  
27 to have exercised his or her option to opt out of the class portion of this Settlement and not be  
28 bound by the release of Released Class Claims. Accordingly, a Class Member who timely submits

1 a valid Request for Exclusion will not be entitled to any payments under the class portion of this  
2 Settlement and will not be bound by the terms of the release of Released Class Claims. Any Class  
3 Member who fails to submit a valid and timely Request for Exclusion on or before the Response  
4 Deadline shall be deemed to be a Participating Class Member, and will be bound by all terms of  
5 the Settlement to the fullest extent permissible under applicable law, if the Settlement is granted  
6 final approval by the Court. Upon request, the Settlement Administrator shall provide Counsel for  
7 Defendants with a complete list of all Class Members who have timely submitted an Exclusion  
8 Form.

9 17. To the extent a Class Member may also be an PAGA Employee under this  
10 Agreement, there shall be no opt out from the release of Released PAGA Claims during the PAGA  
11 Period. All PAGA Employees shall be bound by the release of Released PAGA Claims and receive  
12 their portion of the PAGA Payment, regardless of whether they submit a valid Request for  
13 Exclusion or whether they cash the Individual Settlement Payment check.

14 18. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
15 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely  
16 Request for Exclusion shall be bound by all terms of the Settlement to the fullest extent permissible  
17 under applicable law, including those pertaining to the release of Released Class Claims and  
18 Released PAGA Claims, as well as any Judgment that may be entered by the Court. All PAGA  
19 Employees shall be bound by the release of Released PAGA Claims and receive their portion of  
20 the PAGA Payment, regardless of whether they submit a valid Request for Exclusion.

21 19. Objection Procedures. Any Class Member who does not opt-out of this Settlement  
22 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must  
23 return by mail a written statement of objection to the Settlement Administrator at the specified  
24 address by the Response Deadline. The date of the postmark on the Notice of Objection shall be  
25 deemed the exclusive means for determining that a Notice of Objection is timely. The Notice of  
26 Objection must include: (a) the objector's full name, signature, address, and telephone number; (b)  
27 a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents  
28 upon which the objection is based. All Notices of Objection received by the Settlement

1 Administrator will be presented to the Court for consideration, however the Court may, in its  
2 discretion, refuse to consider any objections that are not timely. Class Members who submit a  
3 Notice of Objection will have the right to appear at the final approval hearing to have their  
4 objections heard by the Court, at their own expense. At no time shall any of the Parties or their  
5 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the  
6 Settlement or appeal from the Order and Judgment. Class Counsel shall not represent any Class  
7 Members with respect to any such objections to this Settlement. Any Class Member who submits  
8 a valid Request for Exclusion shall not be allowed to object to this Settlement.

9 20. Defendants' Right to Rescind. If more than ten percent (10%) of the Class opt out  
10 of the Settlement by submitting valid and timely Requests for Exclusion, Defendants have the right  
11 to rescind the Parties' Settlement Agreement. The Parties agree that they will not encourage any  
12 Class Member to object to the Settlement or opt out. If Defendants exercise the option to rescind,  
13 Defendants shall: (a) provide written notice to Class Counsel at least ten (10) business days prior  
14 to the final approval hearing, and (b) pay all Settlement Administration Costs incurred by the  
15 Settlement Administrator up to the date of Defendants' notice to rescind. In the event the  
16 Settlement is terminated, the Parties shall proceed in all respects as if this Agreement had not been  
17 executed.

18 21. Settlement Administrator's Reports of Information. The Settlement Administrator  
19 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of  
20 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement  
21 Administrator will provide to counsel for both Parties any updated reports regarding the  
22 administration of the Settlement as needed or reasonably requested. The Settlement Administrator  
23 shall also forward to Parties' counsel and file with the Court any Notices of Objection received  
24 immediately upon receipt. Further, if requested by Defense counsel, the Settlement Administrator  
25 shall forward any Request for Exclusion to the Parties' counsel so that they can determine whether  
26 the Request for Exclusion is valid and timely.

27 22. Distribution Timing of Individual Settlement Payments. Within fourteen (14)  
28 calendar days of Defendants' funding the Gross Settlement Amount, the Settlement Administrator

shall issue payments to (1) Participating Class Members; (2) PAGA Employees; (3) the Labor and Workforce Development Agency; (4) Plaintiffs; and (5) Class Counsel. The Settlement Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

23. Uncashed Settlement Payment Checks. Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Employees shall be negotiable for one hundred and eighty (180) days from the date of their issuance. This is a non-reversionary settlement. All Settlement Payment Checks to Class Members and PAGA Employees that remain un-cashed within one hundred eighty (180) days of the mailing by the Settlement Administrator shall be remitted to the Unclaimed Property Fund administered by the California State Controller's Office, in the names of the Participating Class Members and/or PAGA Employees to whom the funds relate. The release of Released Class Claims and Released PAGA Claims is binding and enforceable regardless of whether Participating Class Members and PAGA Employees cash their checks.

24. Non-Liability Regarding Check Payments. Neither Plaintiffs nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks.

25. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

26. Administration Costs if Settlement Fails or is Delayed. If a timely Notice of Objection to the Settlement is filed with the Court and delays the final approval hearing by more than 90 days, or if the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiffs, unless otherwise specified in this Agreement. If after Defendants and Plaintiffs have paid the costs incurred by the Settlement Administrator, the Court grants final approval, the amount paid by Defendants shall be credited toward their obligation to pay the Gross Settlement Amount and the amount paid by Plaintiffs may be recovered as part of Plaintiffs' litigation costs.

1           27.   Treatment of Individual Settlement Payments. Twenty percent (20%) of each  
2 Individual Settlement Payment disbursed from the Net Settlement Amount shall be allocated as  
3 payment for alleged unpaid wages, and the remaining eighty percent (80%) shall be allocated as  
4 penalties and interest. One hundred percent (100%) of each Individual Settlement Payment  
5 disbursed from the PAGA Payment shall be allocated as civil penalties. The portion allocated to  
6 wages shall be reported on an IRS Form W-2, with applicable withholdings, and the portions  
7 allocated to interest and penalties shall be reported on an IRS Form-1099. The Service Awards  
8 shall be reported on an IRS Form-1099. Defendants shall be solely responsible for the employer  
9 portion of the payroll taxes. Defendants make no representation as to the tax treatment or legal  
10 effect of the payments called for in this Agreement, and Plaintiffs, Participating Class Members,  
11 and PAGA Employees are not relying on any statement, representation, or calculation by  
12 Defendants. Plaintiffs, Participating Class Members, and PAGA Employees understand and  
13 agree that, except for Defendants' payment of the employer's portion of any payroll taxes, they  
14 will be solely responsible for the payment of any taxes and penalties assessed on the payments  
15 described herein. Plaintiffs, Participating Class Members, and PAGA Employees shall be solely  
16 and legally responsible for correctly characterizing the payments they receive pursuant to this  
17 Agreement for tax purposes and for paying any taxes on the amounts received. Notwithstanding  
18 the treatment of the payments to each Participating Class Member above, none of the payments  
19 called for by this Agreement, including the wage portion, are to be treated as earnings, wages,  
20 pay, or compensation for any purpose of any applicable benefit or retirement plan.

21           28.   Administration of Taxes by the Settlement Administrator. The Settlement  
22 Administrator shall be responsible for issuing to Plaintiffs, Participating Class Members, PAGA  
23 Employees, and Class Counsel, 1099 and W-2 forms or other tax forms as may be required by law  
24 for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be  
25 responsible for forwarding all payroll taxes withheld from the payments issued in this Settlement  
26 and the employers' portion of payroll taxes tendered to the Settlement Administrator by  
27 Defendants, to the appropriate government authorities.

28           29.   Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and

Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, Class Counsel, or by the Settlement Administrator in this regard. Plaintiffs agree to assume all risks regarding the tax consequences of any Service Award, other than as stated herein. Plaintiffs, Participating Class Members, and PAGA Employees understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendants, Defense Counsel, Class Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

30. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER

PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

31. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

32. Release of Claims by Plaintiffs. As a condition to obtaining the Service Award provided for herein, Plaintiffs agree to a general release of any and all claims against the Released Parties, including but not limiting any and all claims which in any way relate to his or her employment with Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the operative complaints of the Action or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, the California Labor Code, or any Industrial Welfare Commission Wage Order – now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof. Plaintiffs further expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

33. Release of Class Claims. Upon the Effective Date, Plaintiffs and Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, the Released Parties from the Released

1 Class Claims.

2 34. Release of PAGA Claims. Upon the Effective Date, Plaintiffs, PAGA Employees,  
3 and the LWDA shall be deemed to have released the Released Parties from the Released PAGA  
4 Claims.

5 35. Nullification of Settlement. In the event that the Settlement does not become final  
6 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be  
7 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall  
8 likewise be treated as void from the beginning.

9 36. Disputes Regarding Individual Settlement Payments. In the event that Class  
10 Members have a dispute as to the data provided by the Defendants, Class Members will have the  
11 opportunity to provide documentation and/or an explanation. A challenge must be faxed or  
12 postmarked no later than the Response Deadline, unless extended because of re-mailing of the  
13 Notice of Settlement as set forth in Paragraph C.15. Absent evidence rebutting Defendants'  
14 records, Defendants' records shall be presumed determinative. The Settlement Administrator shall  
15 inform counsel for all Parties in writing of any timely-filed challenges, and shall investigate any  
16 challenges, including by consulting Defendants and Defense Counsel. The Settlement  
17 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement  
18 Payments under the terms of this Agreement, and that determination shall be binding. These  
19 decisions will be final and non-appealable by Class Members.

20 37. Disputes Regarding Administration of Settlement. Any disputes not resolved by the  
21 Settlement Administrator concerning the administration of the Settlement will be resolved by the  
22 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel  
23 for the Parties will confer in good faith to resolve the disputes without the necessity of involving  
24 the Court.

25 38. Preliminary Approval Hearing. Following review and approval by Defense  
26 Counsel, Plaintiffs shall obtain a hearing before the Court to request the Preliminary Approval of  
27 the Settlement, and the entry of a Preliminary Approval Order:

28 a. Conditionally certifying the Class for settlement purposes only;

- 1           b.     Preliminarily approving the Agreement under the legal standards relating to  
2                 the preliminary approval of class action settlements;
- 3           c.     Approving the form of the Class Notice (attached to this Agreement as  
4                 **Exhibit A**), and finding that the proposed method of disseminating the  
5                 Class Notice is the best notice practicable under the circumstances;
- 6           d.     Approving CPT Group as the Settlement Administrator;
- 7           e.     Establishing the procedures and the deadline by which Class Members may  
8                 exclude themselves from or assert objections to the Settlement;
- 9           f.     Setting a date for the Final Approval Hearing;
- 10          g.     Setting a date that is approximately five (5) court days before the date of the  
11                 Final Approval Hearing by which the Parties must file their respective  
12                 responses to any objections to the Settlement that were filed by Participating  
13                 Class Members on or before the Response Deadline; and
- 14          h.     Providing that, pending the Court's final determination of whether the  
15                 proposed Agreement will be approved, and in aid of the Court's jurisdiction  
16                 and to prevent a multiplicity of lawsuits, Plaintiffs and all Participating  
17                 Class Members, and anyone acting on their behalf (including, but not  
18                 limited to, attorneys, representatives, and agents of any Participating Class  
19                 Member), except those Class Members who timely submit a valid Exclusion  
20                 Form, are barred and enjoined from instituting, commencing, or continuing  
21                 to prosecute, directly or indirectly, as an individual or collectively,  
22                 representatively, derivatively, or on behalf of himself or herself, or in any  
23                 other capacity of any kind whatsoever, any action in this Court, any other  
24                 court, or any arbitration or mediation proceeding or any other similar  
25                 proceeding, any claims that are Released Class Claims or Released PaGA  
26                 Claims that would be released and discharged upon final approval of the  
27                 Agreement against any Released Party, except as the Court may further  
28                 order upon application of a Participating Class Member and notice to all

Parties.

39. Settlement Administrator. The Parties agree that the Settlement Administrator shall have the authority to mail the Class Notice, create and administer the QSF and Gross Settlement Amount, process Requests for Exclusion form, and disburse sums from the Gross Settlement Amount. The Settlement Administrator must have adequate security to protect the privacy rights of the employees about whom it is receiving information, and to protect the QSF, and must memorialize this in a contract that meets with the approval of the Parties and the Court.

40. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit Requests for Exclusion or Notices of Objection to the Settlement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for: (i) Individual Settlement Payments; (ii) the PAGA Payment (including payment to the LWDA and PAGA Employees); (iii) the Class Counsel Award; (iv) the Plaintiffs' Service Awards; and (v) Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval and Defense Counsel will review and approve the documents before filing. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval Hearing.

41. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment pursuant to California Rule of Court 3.769 and consistent with the terms of this Agreement. The Parties hereto shall request that, after entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

42. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

43. Confidentiality. The Parties and their counsel agree that they will not issue any

1 press releases, initiate any contact with the press, respond to any press inquiry, or have any  
2 communication with the press about the fact, amount, or terms of the Settlement. In addition, the  
3 Parties and their counsel agree that they will not engage in any advertising or distribute any  
4 marketing materials relating to the Settlement, including, but not limited to, any postings on any  
5 websites maintained by Class Counsel. Any communication about the Settlement to Class  
6 Members prior to the Court-approved mailing will be limited to a statement that a settlement has  
7 been reached and the details will be communicated in a forthcoming Court-approved notice.  
8 Notwithstanding anything to the contrary in this paragraph or elsewhere in this Agreement,  
9 Defendants shall be permitted to make such disclosures regarding this case and settlement as it  
10 deems necessary or appropriate for purposes of corporate reporting and/or complying with any  
11 applicable laws, including without limitation, any securities laws and rules of any stock exchange  
12 on which shares are traded.

13 44. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety  
14 of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations  
15 or agreements may be deemed binding on the Parties.

16 45. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a  
17 dispute with regard to the language of the Agreement, the Parties agree to informally resolve the  
18 dispute by engaging the Hon. Carl West (Ret.) to mediate such dispute.

19 46. Amendment or Modification. This Agreement may be amended or modified only  
20 by a written instrument signed by the Parties or their successors-in-interest.

21 47. Authorization to Enter Into Agreement. Counsel for all Parties warrant and  
22 represent they are expressly authorized by the Parties whom they represent to negotiate this  
23 Agreement and to take all appropriate actions required or permitted to be taken by the Parties  
24 pursuant to this Agreement to effectuate its terms and to execute any other documents required to  
25 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each  
26 other and use good-faith efforts to effect the implementation of intended terms and provisions of  
27 the Settlement. If the Parties are unable to reach agreement on the form or content of any document  
28 needed to implement the Settlement, or on any supplemental provisions that may become

necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Hon. Carl West (Ret.) to resolve such disagreement.

48. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

49. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

50. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument.

51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations, mediation, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

52. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any other provision if Defendants and Class Counsel, on behalf of the Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

53. Waiver of Certain Appeals. The Parties agree to waive appeals, other than those relating to any sustained objection(s).

54. Class Action Certification. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for

trial or any other purpose is appropriate or proper or that Plaintiffs or any Class Member can establish any of the requisite elements for class treatment of any of the claims in the Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or any documents or orders issued related to this Settlement will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendants are liable to Plaintiffs or any Class Member.

55. Non-Admission of Liability. Defendants deny all of the claims and contentions that the Plaintiffs allege in the Action and have asserted numerous defenses to liability, class certification, and damages. Defendants do not, by this Settlement Agreement or otherwise, admit any liability or wrongdoing of any kind. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; or engaged in any other unlawful conduct with respect to their employees or otherwise. Defendants have determined that it is desirable and beneficial to them that this Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission of any nature on the part of Defendants, or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law. The terms of this Paragraph C.55 shall be given the broadest interpretation necessary to effectuate its terms. If Final Approval does not occur, the Parties agree

1 that this Agreement is void, but remains protected by California Evidence Code § 1152.

2 56. Captions. The captions and section numbers in this Agreement are inserted for the  
3 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the  
4 provisions of this Agreement.

5 57. Waiver. No waiver of any condition or covenant contained in this Agreement or  
6 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or  
7 constitute a further waiver by such party of the same or any other condition, covenant, right, or  
8 remedy.

9 58. Enforcement Actions. In the event that one or more of the Parties institutes any  
10 legal action or other proceeding against any other Party or Parties to enforce the provisions of this  
11 Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or  
12 Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys'  
13 fees and costs, incurred in connection with any enforcement action.

14 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
15 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly  
16 against one Party than another merely by virtue of the fact that it may have been prepared by  
17 counsel for one of the Parties, it being recognized that, because of the arm's length negotiations  
18 between the Parties, all Parties have contributed to the preparation of this Agreement.

19 60. Representation by Counsel. The Parties acknowledge that they have been  
20 represented by counsel throughout all negotiations that preceded the execution of this Agreement,  
21 and that this Agreement has been executed with the consent and advice of counsel. Further,  
22 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

23 61. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in  
24 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of  
25 this Agreement.

26 62. Binding Agreement. The Parties warrant that they understand and have full  
27 authority to enter into this Agreement, and further intend that this Agreement shall be fully  
28 enforceable and binding on all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and Representative Action Settlement and Release between the Parties as of the date(s) set forth below:

**SIGNATURES**

**READ CAREFULLY BEFORE SIGNING**

DATED: 020924

**PLAINTIFF TAMARA SUVOROVA**

DocuSigned by:  
*Tamara Suvorova*  
C28FDF170C7442B...  
Plaintiff Tamara Suvorova

DATED: Andy Echeverria

**PLAINTIFF ANDY ECHEVERRIA PALOMO**

DocuSigned by:  
*Andy Echeverria*  
03AABDEDD4154A9...  
Plaintiff Andy Echeverria Palomo

DATED: 02/09/2024

**PLAINTIFF DAVID SCOTT**

*David Scott*  
28D6B951AF8F1EC7FBEC39D4F9CA3856 ready|sign  
Plaintiff David Scott

DATED:

**DEFENDANT VKS MURRIETA LIMITED PARTNERHIPS**

Please Print Name of Authorized Signatory

DATED:

**DEFENDANT CONCORD WEST AUTOMOTIVE COMPANY**

Please Print Name of Authorized Signatory

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
2 Joint Stipulation of Class and Representative Action Settlement and Release between the Parties  
3 as of the date(s) set forth below:

4 **SIGNATURES**

5 **READ CAREFULLY BEFORE SIGNING**

6  
7 DATED: \_\_\_\_\_

**PLAINTIFF TAMARA SUVOROVA**

8 \_\_\_\_\_  
9 Plaintiff Tamara Suvorova

10 DATED: \_\_\_\_\_

**PLAINTIFF ANDY ECHEVERRIA PALOMO**

11 \_\_\_\_\_  
12 Plaintiff Andy Echeverria Palomo

13 DATED: \_\_\_\_\_

**PLAINTIFF DAVID SCOTT**

14 \_\_\_\_\_  
15 Plaintiff David Scott

16 DATED: 2/23/24

**DEFENDANT VKS MURRIETA LIMITED  
PARTNERHIPS**

17 \_\_\_\_\_  
18 *Julie Swicegood*  
19 *Julie Swicegood*  
20 \_\_\_\_\_  
21 Please Print Name of Authorized Signatory

22 DATED: 2/23/24

**DEFENDANT CONCORD WEST  
AUTOMOTIVE COMPANY**

23 \_\_\_\_\_  
24 *Julie Swicegood*  
25 *Julie Swicegood*  
26 \_\_\_\_\_  
27 Please Print Name of Authorized Signatory

1 DATED: 2/23/24

DEFENDANT PLEASANTON  
AUTOMOTIVE COMPANY

Julie Swicegood  
Julie Swicegood  
Please Print Name of Authorized Signatory

6 DATED: 2/23/24

DEFENDANT EAST BAY AUTOMOTIVE  
COMPANY

Julie Swicegood  
Julie Swicegood  
Please Print Name of Authorized Signatory

12 DATED: 2/23/24

DEFENDANT LOP AUTOMOTIVE  
COMPANY LIMITED PARTNERSHIP

Julie Swicegood  
Julie Swicegood  
Please Print Name of Authorized Signatory

18 DATED: 2/23/24

DEFENDANT EL CERRITO AUTOMOTIVE  
COMPANY

Julie Swicegood  
Julie Swicegood  
Please Print Name of Authorized Signatory

22 DATED: 2/23/24

DEFENDANT MURRIETA AUTOMOTIVE  
COMPANY

Julie Swicegood  
Julie Swicegood  
Please Print Name of Authorized Signatory

1 DATED: 2/23/24

2 DEFENDANT HENDRICK CO  
3 AUTOMOTIVE, LLC

4 Julie Swicegood  
5 JUNE Swicegood  
6 Please Print Name of Authorized Signatory

7 APPROVED AS TO FORM

8 DATED: \_\_\_\_\_

9 DIVERSITY LAW GROUP, P.C.

10 \_\_\_\_\_  
11 Larry W. Lee  
12 Kristen M. Agnew  
13 Nicholas Rosenthal  
14 Attorneys for Plaintiffs Tamara Suvorova and Andy  
15 Echeverria Palomo

16 DATED: \_\_\_\_\_

17 POTTER HANDY LLP

18 \_\_\_\_\_  
19 Mark D. Potter  
20 James M. Treglio  
21 Attorneys for Plaintiff David Scott

22 DATED: 2/23/2024

23 O'HAGAN MEYER LLP

24 \_\_\_\_\_  
25 Soojin Kang  
26 Alison Korgan  
27 Attorneys for Defendants VKS Murrieta Limited  
28 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

DATED: \_\_\_\_\_

**DEFENDANT HENDRICK CO  
AUTOMOTIVE, LLC**

\_\_\_\_\_  
Please Print Name of Authorized Signatory

**APPROVED AS TO FORM**

DATED: February 21, 2024

**DIVERSITY LAW GROUP, P.C.**

\_\_\_\_\_  
Larry W. Lee  
Kristen M. Agnew  
Nicholas Rosenthal  
Attorneys for Plaintiffs Tamara Suvorova and Andy  
Echeverria Palomo

DATED: 02/08/2024

**POTTER HANDY LLP**  
*James M. Treglio*  
E66D4686FB3D25DD70C737C7645D4A67 ready**sign**

\_\_\_\_\_  
Mark D. Potter  
James M. Treglio  
Attorneys for Plaintiff David Scott

DATED: \_\_\_\_\_

**O'HAGAN MEYER LLP**

\_\_\_\_\_  
Soojin Kang  
Alison Korgan  
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, and  
Hendrick Co Automotive, LLC

# EXHIBIT A

***Suvorova v. VKS Murrieta Limited Partnership***  
**Superior Court of California, County of San Bernardino (Case No. CIVSB2203870)**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“NOTICE”)**

**IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE OF 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, OR HENDRICK CO AUTOMOTIVE, LLC IN THE STATE OF CALIFORNIA AND ARE OR WERE EMPLOYED AT ANY TIME FROM DECEMBER 13, 2018, THROUGH NOVEMBER 10, 2023, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.**

*The San Bernardino County Superior Court (“Court”) authorized this Notice to be sent by CPT Group (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.*

The Court has granted preliminary approval of the proposed Settlement. You should not construe the Court’s preliminary approval of the proposed Settlement as an admission of liability on behalf of any of the Defendants. Defendants deny each of the claims and contentions alleged by Plaintiffs in the action and maintain that they complied with all California Labor Code and Wage Order requirements.

**DEFENDANTS CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.**

«BarcodeString»  
SIMID «SIMID»

**ATTN:** «FirstName» «LastName»  
«Address1» «Address2»  
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE  
APPROXIMATELY  
\$«MERGED\_EstSettAmnt\_CALC»  
THROUGH THIS CLASS ACTION  
SETTLEMENT**

- Tamara Suvorova, Andy Echeverria Palomo, and David Scott (“Named Plaintiffs”) have sued 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 (“Defendants”) on behalf of themselves and all other similarly situated employees.
- Defendants expressly deny all the claims and allegations as to liability, damages, and restitution asserted by Named Plaintiffs. Defendants deny that they have done anything wrong. Defendants maintain that they complied with all necessary California Labor Code and Wage Order requirements. Defendants deny that they owe Settlement Class members any wages, restitution, penalties, or other damages or amounts.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

|                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Can DO NOTHING</b>                                                                                                             | <b>You will receive a payment from the settlement.</b> If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will <b>lose</b> any rights to sue Defendants separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you. |
| <b>You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT</b><br>(Deadline: <span style="background-color: yellow;">          </span> , 2024) | <b>If you ask to be excluded from the settlement, you will get no payment from the class settlement,</b> but you will <b>keep</b> any right to sue Defendants separately for the same legal claims made in this lawsuit. Your exclusion request shall not apply to the portion of the Settlement related to the Released PAGA Claims. See Sections 10 and 11 for more information. <b>Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.</b>                                                                                                                                                                                                          |
| <b>You Can OBJECT TO THE SETTLEMENT</b><br>(Deadline: <span style="background-color: yellow;">          </span> , 2024)               | If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. <b>Important: If you object to the settlement, you cannot also ask to be excluded.</b>                                                                                                                                                                                                                                                                                                                                                    |

### THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

#### 1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

#### 2. What Is This Lawsuit About?

In the lawsuit, the Named Plaintiffs allege that Defendants failed to provide off-duty meal and rest breaks, failed to reimburse employees for work-related expenses, failed to pay all wages owed upon separation of employment, and failed to provide accurate itemized wage statements to their employees. The Named Plaintiffs seek on behalf of all similarly situated current and former employees all unpaid wages, unpaid meal and rest period premiums, unpaid business expenses, and related statutory and civil penalties under California law.

Defendants expressly deny all the claims and allegations in the lawsuit and deny that they have engaged in any wrongdoing. Defendants assert that they complied with all legal requirements and necessary California Labor Code and Wage Order requirements. Defendants deny that they owe Settlement Class members any wages, restitution, penalties, or other damages or amounts. Nonetheless, Defendants have taken into account the

uncertainty and risks inherent in any litigation, particularly on a class-wide basis, and have concluded that to continue the Action would be protracted and expensive. Accordingly, Defendants are resolving this action in order to avoid the costs of further legal proceedings.

### 3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Tamara Suvorova, Andy Echeverria Palomo, and David Scott), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The San Bernardino County Superior Court is in charge of the case. The lawsuit is known as *Suvorova v. VKS Murrieta Limited Partnership*, Case No. CIVSB2203870.

### 4. Why Is There A Settlement?

The Court did not decide in favor of Named Plaintiffs or Defendants. Named Plaintiffs think they could have won at trial. Defendants think that they would have won at trial. But there was no trial. Instead, both parties hired an experienced, neutral mediator Judge Carl West (Ret.), to resolve the Action by negotiating to end the case by agreement, rather than continuing the expensive and time-consuming process of litigation. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys think the settlement is best for class members. Among the reasons for support are the numerous defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

### 5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that all current and former non-exempt employees who are or previously were employed by Defendants in the State of California during the Class Period (December 13, 2018, to November 10, 2023) are class members.

### 6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Defendants of \$2,775,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs of approximately **\$21,000.00**; (b) individual Service Awards to the Named Plaintiffs in an amount not to exceed \$10,000.00 each (collectively, \$30,000.00) for their work and effort in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$925,000.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed **\$35,000.00**; and (f) payment of PAGA penalties to the Labor and Workforce Development Agency and PAGA Employees in the amount of \$100,000.00. **Class Counsel’s attorneys’ fees and costs, Named Plaintiffs’ Service Awards, and the payment of PAGA penalties remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendants under any circumstances.

### 7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of workweeks you worked for

Defendants during the Class Period (and PAGA Period, if applicable), as compared to the total number of workweeks worked by all class members during that same period. Based upon Defendants' records, the number of workweeks you worked is determined to be \*\*. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you dispute the number of workweeks worked listed above, see below (Question 9).

#### 8. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about sixty days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court. Please notify the Settlement Administrator of any address change (if any).

#### 9. What If I Believe The Information Is Inaccurate?

If you believe the number of workweeks you worked during the Class Period is inaccurate, you may dispute it by sending a letter to [REDACTED] [ADMINISTRATOR'S ADDRESS] no later than [REDACTED], 2024. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

#### 10. What Am I Giving Up To Receive A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiffs in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or "releasing" the claims described below:

[A]ny and all claims, rights, demands, liabilities, and causes of action of any kind, which were or could have been raised in the Action based on the facts alleged in the operative Second Amended Complaint, that arose during the Class Period, including but not limited to claims based on violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 512, and 2802, and Business and Professions Code § 17200, *et seq.*, and any related damages, penalties, restitution, equitable relief, disgorgement, interest, or attorneys' fees ("**Released Class Claims**").

The Class Period is December 13, 2018, to November 10, 2023.

In addition, if you are a PAGA Employee, you will provide the following release:

[A]ll claims for civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et seq.*, based on violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 512, and 2802, that arose during the PAGA Period ("**Released PAGA Claims**").

PAGA Employees are all current and former non-exempt employees who are or previously were employed by Defendants in the State of California during the PAGA Period. The PAGA Period is December 16, 2019, to November 10, 2023.

### 11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Suvorova v. VKS Murrieta Limited Partnership* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than [REDACTED], 2024, to the Settlement Administrator at [REDACTED].

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendants in the future for the same legal claims made in this lawsuit, at your own expense.

If you are both a class member and a PAGA Employee, you may not exclude yourself from the Released PAGA Claims regardless of whether you submit a valid “opt-out” request.

PAGA claims are brought on behalf of the State of California by an employee who has been given permission by the State of California to litigate on its behalf. Any settlement of PAGA claims, once approved, is binding on the State and forecloses future lawsuits by the State (or other employees acting on its behalf) that seek PAGA civil penalties for the settled alleged violations. Thus, because the claim for PAGA civil penalties belongs to the State and not individual employees, there is no mechanism for employees to exclude themselves from the settlement of the Released PAGA Claims. If you exclude yourself now you will not receive your class settlement payment and you will not give up the Released Claims. But, even if you exclude yourself, you may still receive a portion of the PAGA Payment (see Section 10 for eligibility) and be bound by the Released PAGA Claims.

### 12. If I Don’t Exclude Myself, Can I Sue Defendants Or Receive Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendants for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is [REDACTED], 2024.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter.

### 13. How Do I Tell The Court That I Don’t Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All written objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. Any objections should be mailed to the Settlement Administrator at [REDACTED] and be postmarked no later than [REDACTED].

\_\_\_\_\_, 2024. All objections received will be presented to the Court for consideration. However, the Court may, in its discretion, refuse to consider any objections that are not timely.

Upon the submission of your objection, you may also appear at the final approval hearing for the settlement (see Section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

#### 14. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

#### 15. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Diversity Law Group, P.C. and Potter Handy LLP, which represent the Named Plaintiffs, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

#### 16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiffs and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$925,000.00 in attorneys' fees and for litigation costs incurred up to a maximum of \$\_\_\_\_\_,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, service awards for the Named Plaintiffs in an amount up to \$10,000.00 each (collectively, \$30,000.00) will be paid from the Gross Settlement Amount for their work and effort in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

#### 17. Notice Of Hearing On Final Approval And Objections To Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Joseph Ortiz on \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m., in Department S-17 of the Superior Court of California for the County of San Bernardino, located at 247 West 3rd Street, San Bernardino, California 92415, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendants, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

**18. How Do I Get More Information?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

The addresses for the Court and Class Counsel are as follows:

| <b>COURT</b>                                                                                              |
|-----------------------------------------------------------------------------------------------------------|
| Clerk of Court<br>San Bernardino County Superior Court<br>247 West 3rd Street<br>San Bernardino, CA 92415 |

| <b>CLASS COUNSEL</b>                                                                                                                                                                                                                                                                             | <b>CLASS COUNSEL (cont'd)</b>                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DIVERSITY LAW GROUP, P.C.<br>Larry W. Lee<br>Kristen M. Agnew<br>Nicholas Rosenthal<br>515 S. Figueroa Street, Suite 1250<br>Los Angeles, CA 90071<br>Telephone: (213) 488-6555<br>Facsimile: (213) 488-6554<br>lwlee@diversitylaw.com<br>kagnew@diversitylaw.com<br>nrosenthal@diversitylaw.com | POTTER HANDY LLP<br>Mark D. Potter<br>James M. Treglio<br>100 Pine St., Ste 1250<br>San Francisco, CA 94111<br>(858) 375-7385<br>Fax: (888) 422-5191<br>mark@potterhandy.com<br>jimt@potterhandy.com |

**WHAT IF I HAVE QUESTIONS?**

**If you have any questions about the settlement, you may contact the Settlement Administrator:**

*Suvorova v. VKS Murrieta Limited Partnership*  
c/o CPT Group  
Address  
City, CA, Zip  
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

# EXHIBIT 2

**TAMARA SUVOROVA**

c/o DIVERSITY LAW GROUP, P.C.  
515 S. FIGUEROA ST., SUITE 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

December 14, 2020

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Re: *Suvorova v. Hendrick Co Automotive, LLC/VKS Murrieta, LP*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of claims on behalf of myself and other aggrieved employees against my former employer, Hendrick Co Automotive, LLC/VKS Murrieta, LP (collectively the “Company”). Specifically, I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by not authorizing and permitting proper meal and rest periods. Specifically, the Company required I and other employees to respond to any customer issues, which caused meal and rest breaks to be missed completely or shortened/interrupted. As a result of such violations, the Company further violated Labor Code §§ 201-203 by failing to pay all wages upon the separation of employment, including without limitation, unpaid meal/rest period premium pay and violated Labor Code § 226(a) as the wage statements did not show the accurate amount gross and net wages earned due to the unpaid meal/rest period premium pay.

2. The Company further violated Labor Code § 226(a) by not providing accurate, itemized wage statements to me and other non-exempt employees. Specifically, the wage statements issued by the Company to its employees do not show the accurate rate of overtime pay whenever overtime wages were paid. Instead, the overtime was identified on different line items with some line items showing my base rate of pay and other line items showing a rate of half of my base rate. Further, because of this problem, the total hours worked displayed on the respective wage statements were inaccurate. Specifically, whenever the applicable hours are added up in each respective wage statement, it does not correlate to the correct number of total hours worked during each pay period.

3. Violated Labor Code § 2802 by failing to reimburse myself and other similarly situated employees for out of pocket costs we incurred in order to perform our jobs. Specifically, I and other employees were required to use our own personal cell phones in order to perform our jobs. For example, I was required to identify my personal cell phone number on my business card. However, the Company does not reimburse us for using our personal cell phones for such work-related purposes.

December 14, 2020

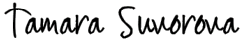
Page 2

The address for the Company is:

Hendrick Co Automotive, LLC/VKS Murrieta, LP  
6000 Monroe Rd.  
Charlotte, NC 28212

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:  
  
C28FDF170C7443B...

Tamara Suvorova

cc: Hendrick Co Automotive, LLC/VKS Murrieta, LP (by certified mail)

# EXHIBIT 3

**ANDY ECHEVERRIA PALOMO**

c/o DIVERSITY LAW GROUP, P.C.  
515 S. FIGUEROA ST., SUITE 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

October 13, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Re: *Echeverria Palomo v. Hendrick Co Automotive, LLC/VKS Murrieta, LP/Murrieta Automotive Company*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of claims on behalf of myself and other aggrieved employees against my former employer, Hendrick Co Automotive, LLC/VKS Murrieta, LP/Murrieta Automotive Company (collectively the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by not authorizing and permitting proper meal and rest periods. Specifically, the Company required I and other employees to respond to any customer issues, which caused meal and rest breaks to be missed completely or shortened/interrupted. As a result of such violations, the Company further violated Labor Code §§ 201-203 by failing to pay all wages upon the separation of employment, including without limitation, unpaid meal/rest period premium pay and violated Labor Code § 226(a) as the wage statements did not show the accurate amount gross and net wages earned due to the unpaid meal/rest period premium pay.

2. The Company further violated Labor Code § 226(a) by not providing accurate, itemized wage statements to me and other non-exempt employees. Specifically, the wage statements issued by the Company to its employees do not show the accurate rate of overtime pay whenever overtime wages were paid. Instead, the overtime was identified on different line items with some line items showing my base rate of pay and other line items showing a rate of half of my base rate. Further, because of this problem, the total hours worked displayed on the respective wage statements were inaccurate. Specifically, whenever the applicable hours are added up in each respective wage statement, it does not correlate to the correct number of total hours worked during each pay period.

3. Violated Labor Code § 2802 by failing to reimburse myself and other similarly situated employees for out of pocket costs we incurred in order to perform our jobs. Specifically, I and other employees were required to use our own personal cell phones in order to perform our jobs. For example, I was required to communicate with customers and other co-workers. However, the Company does not reimburse us for using our personal cell phones for such work-related purposes.

October 13, 2021

Page 2

The address for the Company is:

Hendrick Co Automotive, LLC/VKS Murrieta, LP  
6000 Monroe Rd.  
Charlotte, NC 28212

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:  
  
2F39F20418E848E...

Andy Echeverria Palomo

cc: Hendrick Co Automotive, LLC/VKS Murrieta, LP/Murrieta Automotive Company (by certified mail)

# EXHIBIT 4

## ANDY ECHEVERRIA PALOMO

c/o DIVERSITY LAW GROUP, P.C.  
515 S. FIGUEROA ST., SUITE 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

December 13, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Re: *Echeverria Palomo v. Hendrick Co Automotive, LLC/VKS Murrieta, LP/Hendrick Co Automotive*, LWDA Case No. LWDA-CM-849240-21

To Whom It May Concern:

This correspondence shall constitute a supplemental written notice under Labor Code section 2699.3 of claims on behalf of myself and other aggrieved employees against my former employer, Hendrick Co Automotive, LLC/VKS Murrieta, LP/Hendrick Automotive Group (collectively the "Company").

In addition to the allegations set forth in my notice submitted on October 20, 2021, I further allege that the Company required that I and other non-exempt employees remain on premises during our rest periods, in violation of Labor Code section 226.7. As a result of such violations, the Company further violated Labor Code sections 201-203 by failing to pay all wages upon the separation of employment, including without limitation, unpaid rest period premium pay and violated Labor Code section 226(a) as the wage statements did not show the accurate amount gross and net wages earned due to the unpaid rest period premium pay.

The address for the Company is:

Hendrick Co Automotive, LLC/VKS Murrieta, LP/Hendrick Co Automotive  
6000 Monroe Rd.  
Charlotte, NC 28212

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:  
  
2F39F20418E848E...

Andy Echeverria Palomo

cc: Hendrick Co Automotive, LLC/VKS Murrieta, LP/ Hendrick Co Automotive (by certified mail)

# EXHIBIT 5

**TAMARA SUVOROVA**

c/o DIVERSITY LAW GROUP, P.C.  
515 S. FIGUEROA ST., SUITE 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

December 20, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Re: *Suvorova v. Hendrick Co Automotive, LLC/VKS Murrieta, LP/Hendrick Co Automotive*, LWDA Case No. LWDA-CM-815536-20

To Whom It May Concern:

This correspondence shall constitute a supplemental written notice under Labor Code section 2699.3 of claims on behalf of myself and other aggrieved employees against my former employer, Hendrick Co Automotive, LLC/VKS Murrieta, LP/Hendrick Automotive Group (collectively the "Company").

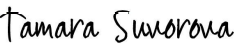
In addition to the allegations set forth in my notice submitted on December 16, 2020, I further allege that the Company required that I and other non-exempt employees remain on premises during our rest periods, in violation of Labor Code section 226.7. As a result of such violations, the Company further violated Labor Code sections 201-203 by failing to pay all wages upon the separation of employment, including without limitation, unpaid rest period premium pay and violated Labor Code section 226(a) as the wage statements did not show the accurate amount gross and net wages earned due to the unpaid rest period premium pay.

The address for the Company is:

Hendrick Co Automotive, LLC/VKS Murrieta, LP/Hendrick Co Automotive  
6000 Monroe Rd.  
Charlotte, NC 28212

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:  
  
C28FDF170C7443B...  
Tamara Suvorova

cc: Hendrick Co Automotive, LLC/VKS Murrieta, LP/ Hendrick Co Automotive (by certified mail)

# EXHIBIT 6

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

515 S. FIGUEROA STREET, SUITE 1250  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 488-6555  
FACSIMILE (213) 488-6554

February 10, 2022

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Re: *Suvorova v. Hendrick Co Automotive, LLC/VKS Murrieta, LP/Hendrick Co Automotive*, LWDA Case No. LWDA-CM-815536-20

To Whom It May Concern:

This office is counsel to Tamara Suvorova and we are submitting this letter on her behalf. This correspondence shall constitute her supplemental written notice under Labor Code section 2699.3 of claims on behalf of herself and other aggrieved employees against Hendrick Co Automotive, LLC, VKS Murrieta, LP and Hendrick Automotive Group (collectively the "Company").

In addition to the allegations set forth in the notices submitted on December 16, 2020 and December 27, 2021, both of which are attached herewith, Ms. Suvorova further alleges that the Company is also a joint-employer, and employed herself and other aggrieved employees, with the following entities:

1. Concord West Automotive Company: 1340 Concord Ave., Concord, CA 94520
2. Pleasanton Automotive Company: 4355 Rosewood Dr., Pleasanton, CA 94588
3. East Bay Automotive Company: 4350 Rosewood Dr., Pleasanton, CA 94588
4. LOP Automotive Company Limited Partnership: 4345 Rosewood Dr., Pleasanton, CA 94588
5. El Cerrito Automotive Company: 11755 San Pablo Ave., El Cerrito, CA 94530
6. Murrieta Automotive Company: 41430 Auto Mall Parkway, Murrieta, CA 92562

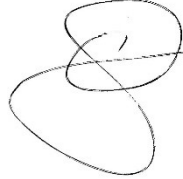
As such, the Labor Code violations alleged in Ms. Suvorova's December 16, 2020 and December 27, 2021 notices are also to include other similarly situated aggrieved employees of the above-referenced entities.

February 10, 2022

Page 2

Please contact me at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'K' followed by a smaller 'A' and a final flourish.

Kristen M. Agnew

cc: Hendrick Co Automotive, LLC, VKS Murrieta, LP, Hendrick Co Automotive, Concord West Automotive Company, Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive Company Limited Partnership, El Cerrito Automotive Company, Murrieta Automotive Company

(by certified mail)

# EXHIBIT 7

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

515 S. FIGUEROA STREET, SUITE 1250

LOS ANGELES, CALIFORNIA 90071

TELEPHONE (213) 488-6555

FACSIMILE (213) 488-6554

February 10, 2022

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency

Attn. PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

Re: *Echeverria Palomo v. Hendrick Co Automotive, LLC/VKS Murrieta, LP/Hendrick Co Automotive*, LWDA Case No. LWDA-CM-849240-21

To Whom It May Concern:

This office is counsel to Andy Echeverria Palomo and we are submitting this letter on his behalf. This correspondence shall constitute his supplemental written notice under Labor Code section 2699.3 of claims on behalf of himself and other aggrieved employees against Hendrick Co Automotive, LLC, VKS Murrieta, LP and Hendrick Automotive Group (collectively the "Company").

In addition to the allegations set forth in the notices submitted on October 20, 2021 and December 20, 2021, both of which are attached herewith, Mr. Palomo further alleges that the Company is also a joint-employer, and employed himself and other aggrieved employees, with the following entities:

1. Concord West Automotive Company: 1340 Concord Ave., Concord, CA 94520
2. Pleasanton Automotive Company: 4355 Rosewood Dr., Pleasanton, CA 94588
3. East Bay Automotive Company: 4350 Rosewood Dr., Pleasanton, CA 94588
4. LOP Automotive Company Limited Partnership: 4345 Rosewood Dr., Pleasanton, CA 94588
5. El Cerrito Automotive Company: 11755 San Pablo Ave., El Cerrito, CA 94530
6. Murrieta Automotive Company: 41430 Auto Mall Parkway, Murrieta, CA 92562

As such, the Labor Code violations alleged in Mr. Palomo's October 20, 2021 and December 20, 2021 notices are also to include other similarly situated aggrieved employees of the above-referenced entities.

# DIVERSITY LAW GROUP

A PROFESSIONAL CORPORATION

February 10, 2022

Page 2

Please contact me at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'Kristen M. Agnew', with a large, stylized 'K' and 'A'.

Kristen M. Agnew

cc: Hendrick Co Automotive, LLC, VKS Murrieta, LP, Hendrick Co Automotive, Concord West Automotive Company, Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive Company Limited Partnership, El Cerrito Automotive Company, Murrieta Automotive Company

(by certified mail)

# EXHIBIT 8