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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 17 2022

BY Chris Goldstein
CHRIS GOLDSTEIN, DEPUTY

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

CIV SB 2203870

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.:

**REPRESENTATIVE ACTION COMPLAINT
FOR VIOLATION OF LABOR CODE § 2698
ET SEQ**

DEMAND OVER \$25,000.00

1 Plaintiffs Tamara Suvorova and Andy Echeverria Palomo (collectively, “Plaintiffs”)
2 hereby submit this Representative Action Complaint (“Complaint”), against Defendants VKS
3 Murrieta Limited Partnership, Concord West Automotive Company, Pleasanton Automotive
4 Company, East Bay Automotive Company, LOP Automotive Company Limited Partnership, El
5 Cerrito Automotive Company, Murrieta Automotive Company and Does 1 through 50
6 (collectively, “Defendants”), for penalties under the Private Attorneys General Act of 2004 (the
7 “PAGA”), codified at California Labor Code section 2698 *et seq.*, for violations of the California
8 Labor Code, including without limitation, failure to provide off-duty meal and rest breaks,
9 reimburse business expenses, and provide accurate payroll records, as follows:

10 **INTRODUCTION**

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

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

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

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

25 **JURISDICTION AND VENUE**

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

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

operations in San Bernardino County.

PARTIES

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

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

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

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

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

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

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

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

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

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

1 17. Plaintiffs are informed and believe, and based thereon allege, that at all times
2 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
3 and partnerships, licensed to do business and actually doing business in the State of California.
4 As such, and based upon all the facts and circumstances incident to Defendants' business,
5 Defendants are subject to the California Labor Code.

6 18. Plaintiffs do not know the true names or capacities, whether individual, partner or
7 corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this
9 complaint when the true names and capacities are known. Plaintiffs are informed and believe and
10 based thereon allege that each of said fictitious defendants was responsible in some way for the
11 matters alleged herein and proximately caused Plaintiffs and other aggrieved employees to be
12 subject to the illegal employment practices, wrongs and injuries complained of herein.

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

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

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

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

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

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 2698 ET SEQ.

(BY PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

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

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

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

26. Plaintiffs and Aggrieved Employees regularly worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each day worked in excess of five (5) hours. Plaintiffs and Aggrieved Employees were suffered and permitted to work more than five hours without being provided the opportunity to take their off-duty meal breaks. Defendants required Plaintiffs and Aggrieved Employees to respond to customer inquiries and perform other customer service during meal breaks. As such, Defendants are responsible for paying premium compensation for missed meal periods pursuant to Labor Code section 226.7

1 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure,
2 regularly failed to pay such premium compensation for each meal period Plaintiffs and
3 Aggrieved Employees missed.

4 27. Plaintiffs and Aggrieved Employees were suffered and permitted to work through
5 legally required rest breaks and were denied the opportunity to take their rest breaks. Again,
6 Defendants required Plaintiffs and Aggrieved Employees to respond to customer inquiries and
7 perform other customer service during rest breaks. Furthermore, Defendants required Plaintiffs
8 and Aggrieved Employees to remain on premises during rest periods. As such, Defendants are
9 responsible for paying premium compensation for missed rest periods pursuant to Labor Code
10 section 226.7. Defendants, as a matter of corporate policy and procedure, regularly failed to pay
11 such premium compensation for each rest period Plaintiffs and Aggrieved Employees missed.

12 28. Defendants, as a matter of policy and practice, regularly required Plaintiffs and
13 Aggrieved Employees to use their personal cell phones for work-related reasons. Defendants
14 failed to reimburse Plaintiffs and Aggrieved Employees for all business-related expenses,
15 including without limitation, the costs incurred with use of personal cellular phones, in violation
16 of Labor Code section 2802.

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

28 30. On or about December 16, 2020, Suvorova sent written notice to the California

1 Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code
2 sections 201, 202, 203, 226, 226.7, 512, and 2802, pursuant to PAGA. On December 20, 2021,
3 Suvorova sent an amended written notice to the LWDA of Defendants’ policy that employees
4 remain on premises during rest periods, in violation of Labor Code sections 201, 202, 203, 226
5 and 226.7. On February 10, 2022, Suvorova submitted a second amended written notice to the
6 LWDA alleging that Defendants are joint employers and employ Suvorova and other Aggrieved
7 Employees. To date, the LWDA has not responded to Suvorova’s written notice.

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

16 32. As such, pursuant to Labor Code section 2699(a), Plaintiffs seek recovery of any
17 and all applicable civil penalties for Defendants’ violation of Labor Code sections 201, 202, 203,
18 226, 226.7, 512, and 2802, and the applicable IWC Wage Order for the time period described
19 above, on behalf of themselves and other Aggrieved Employees

20 **PRAYER FOR RELIEF**

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

23 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
24 Labor Code section 2698, *et seq.*, and for costs and attorneys’ fees;

25 2. For attorneys’ fees and costs as provided by California Labor Code section 2699,
26 and Code of Civil Procedure section 1021.5; and

27 3. For such other and further relief the Court may deem just and proper.
28

1 DATED: February 17, 2022

DIVERSITY LAW GROUP, P.C.

2
3 By: 

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5 Attorneys for Plaintiffs and the Aggrieved
6 Employees