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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

PAVEL DJUKICH, individually and
on behalf of others similarly situated,

Plaintiffs,

vs.

AUTONATION, INC.; CARWELL,
LLC D/B/A MERCEDES-BENZ OF
SOUTH
BAY, and DOES 2 through 100,
inclusive,

Defendants.

Case No. CV-13-4455 BRO ^(ABA) ~~(ACPy)~~

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Rest Periods or Compensation in Lieu Thereof;
4. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Pavel Djukich, individually and on behalf of others similarly
2 situated, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Pavel Djukich (“Plaintiff”) brings this putative class action
5 against Defendants AutoNation, Inc. (“AUTONATION”), Carwell, LLC d/b/a
6 Mercedes-Benz of South
7 Bay as Doe 1 (“MBSB”) and DOES 2 through 100, inclusive (collectively,
8 “Defendants”), on behalf of himself individually and a purported class of current
9 and former employees employed by Defendants as technicians, service technicians
10 or mechanics throughout California.

11 2. AUTONATION and MBSB are automotive retail companies that offer
12 a wide range of automotive products and services, including new and used vehicles,
13 automotive repair services and automotive finance and insurance products
14 throughout the State of California.

15 3. Through this action, Plaintiff is alleging that Defendants have engaged
16 in a systematic pattern of wage and hour violations under the California Labor Code
17 and Industrial Welfare Commission (“IWC”) Wage Orders, all of which contribute
18 to Defendants’ deliberate unfair competition.

19 4. Plaintiff is informed and believes, and thereon alleges, that Defendants
20 have increased their profits by violating state wage and hour laws by, among other
21 things:

- 22 (a) Failing to pay minimum wages;
- 23 (b) Failing to pay overtime wages; and
- 24 (c) Failing to provide proper rest periods.

25 5. Plaintiff brings this lawsuit seeking monetary damages against
26 Defendants on behalf of himself and all other members of the general public
27 similarly situated in California to recover, among other things, unpaid wages and
28 benefits, interest, attorney’s fees and costs and expenses pursuant to Labor Code §§

1 510, 1194, 1194.2 and 1197.

2 **JURISDICTION AND VENUE**

3 6. This Court has jurisdiction over this class action pursuant to the Class
4 Action Fairness Act of 2005, codified at 28 U.S.C. § 1332(d), because the number of
5 prospective class members is believed to be over 100, the total amount in
6 controversy exceeds \$5 million and there exists minimal diversity of citizenship
7 among the parties. Specifically, at the time this action was commenced, Plaintiff
8 was a resident and citizen of the State of California. At the time this action was
9 commenced, AutoNation, Inc., a Florida corporation, was a citizen of Florida.

10 7. This Court has jurisdiction over all Defendants because, upon
11 information and belief, Defendants have sufficient minimum contacts in California
12 or otherwise intentionally avail themselves of the California market so as to render
13 the exercise of jurisdiction over them by the California courts consistent with
14 traditional notions of fair play and substantial justice. Plaintiff is informed and
15 believes that Defendants are in the business of providing automobile products and
16 services to at least 52 dealerships in California that are owned and operated by
17 Defendants. Plaintiff is further informed and believes that Defendants have
18 exercised sufficient control over at least 52 automobile dealerships, including the
19 Mercedes-Benz of South Bay dealership, and have maintained this systematic and
20 continuous presence in the State of California at all relevant times. On information
21 and belief, Defendants are using at least 52 automotive dealerships as an advertising
22 and marketing conduit and attempting to shield itself from liability based on said
23 dealerships' activities. Plaintiff is informed and believes that Defendants maintain a
24 company-wide website that directly advertises the locations for at least 52
25 automobile dealerships listing their addresses and telephone numbers for the sales
26 and service departments at each respective location. Plaintiff is further informed
27 and believes that Defendants directly control the day-to-day activities of at least 52
28 automotive dealerships by promulgating employment and compensation policies,

1 practices and procedures for said dealerships. Plaintiff was provided with specific
2 policies and documents that appear to be authored by AutoNation and which
3 provided for policies and procedures directly related to the workplace and his
4 employment, including but not limited to Code of Business Ethics, various
5 Associate Acknowledgement Forms, Confidentiality and No-Solicitation, Applicant
6 Consent and Release From Liability, information regarding his AutoNation benefits,
7 application for employment, general safety rules, new hire paperwork, performance
8 evaluation forms, corrective action records, leave request forms, and pay rate change
9 forms. The AutoNation "Employment Contingency Waiver" signed by Plaintiff
10 states, "This will confirm recent discussions with us regarding employment with
11 AutoNation or its affiliates." It refers to Mercedes Benz of South Bay as the specific
12 store where Plaintiff worked. It further states, "The undersigned, as a condition of
13 employment with AutoNation or its affiliates, understands and agrees...." On
14 information and belief, Defendants dictate every facet of at least 52 automobile
15 dealerships ranging from broad policy decisions to routine matters of day-to-day
16 operation. Plaintiff is also informed and believes that at least 52 dealerships are a
17 mere instrumentality of Defendants.

18 8. Venue is proper in this Court because, upon information and belief,
19 Defendants transact business or own and operate dealerships in the State of
20 California, County of Los Angeles. Venue is appropriate because Defendants'
21 corporate policies were applied and executed in the State of California, County of
22 Los Angeles. Venue is also proper as the acts and omissions alleged herein took
23 place in the State of California, County of Los Angeles.

24 THE PARTIES

25 9. Plaintiff Pavel Djukich is a resident of the County of Los Angeles in the
26 State of California.

27 10. Plaintiff is informed and believes, and thereon alleges, that
28 AUTONATION was and is a Florida corporation doing business in California and,

1 at all times hereinafter mentioned, was and is an employer as defined in and subject
2 to the Labor Code and IWC Wage Orders, whose employees are engaged throughout
3 this county and the State of California.

4 11. Plaintiff is unaware of the true names or capacities of the Defendants
5 sued herein under the fictitious names DOES 1 through 100, but will seek leave of
6 this Court to amend the Complaint and serve such fictitiously named Defendants
7 once their names and capacities become known.

8 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1
9 through 100 are the partners, agents, owners, shareholders, managers or employees
10 of AUTONATION, at all relevant times.

11 13. Plaintiff is informed and believes, and thereon alleges, that each and all
12 of the acts and omissions alleged herein were performed by, or are attributable to,
13 AUTONATION and/or DOES 1 through 100, acting as the agent, joint employer or
14 alter ego for the other, with legal authority to act on the other's behalf. The acts of
15 any and all Defendants were in accordance with, and represent, the official policy of
16 Defendants.

17 14. Plaintiff is informed and believes, and thereon alleges, that Defendants
18 were members of, and engaged in, a joint venture, partnership and common
19 enterprise, and acted within the course and scope of, and in pursuant of, said joint
20 venture, partnership and common enterprise.

21 15. At all relevant times, Defendants, and each of them, acted within the
22 scope of such agency or employment, or ratified each and every act or omission
23 complained of herein. At all relevant times, Defendants, and each of them, aided
24 and abetted the acts and omissions of each and all the other Defendants in
25 proximately causing the damages herein alleged.

26 16. Plaintiff is informed and believes, and thereon alleges, that each of said
27 Defendants is in some manner intentionally, negligently or otherwise responsible for
28 the acts, omissions, occurrences and transactions alleged herein.

1 CLASS ACTION ALLEGATIONS

2 17. Plaintiff brings this action under Code of Civil Procedure § 382 on
3 behalf of himself and all other members of the general public similarly situated who
4 were affected by Defendants' Labor Code, Business and Professions Code §§ 17200
5 and IWC Wage Order violations.

6 18. All claims alleged herein arise under California law for which Plaintiff
7 seeks relief authorized by California law.

8 19. Plaintiff's proposed class consists of and is defined as follows:

9 Class:

10 All current and former employees that were employed by
11 Defendants as technicians, service technicians or mechanics in
12 California within four years prior to the filing of the Complaint
to the present and continuing.

13 20. Members of the class described above will collectively be referred to as
14 "class members." Plaintiff reserves the right to re-define the above class and add
15 subclasses as appropriate based on investigation, discovery and specific theories of
16 liability.

17 21. There are common questions of law and fact as to the class that
18 predominate over any questions affecting only individual members including, but
19 not limited to:

- 20 (a) Whether Defendants paid Plaintiff and class members on a
21 "piece-rate" basis for repair work but failed to pay Plaintiff and
22 class members a separate hourly minimum wage for time spent
23 waiting for vehicles to repair or performing other non-repair
24 tasks;
- 25 (b) Whether Defendants failed to pay Plaintiff and class members at
26 least minimum wage for all hours worked;
- 27 (c) Whether Defendants required Plaintiff and class members to
28

1 work over eight (8) hours per day and/or over forty (40) hours
2 per week and failed to pay legally required overtime
3 compensation at the appropriate overtime rate to Plaintiff and
4 class members; and

5 (d) Whether Defendants engaged in unfair business practices in
6 violation of Business and Professions Code §§ 17200, *et seq.*

7 22. There is a well-defined community of interest in this litigation and the
8 class is readily ascertainable:

9 (a) Numerosity: The members of the class are so numerous that
10 joinder of all members is impractical. Although the members of
11 the entire class are unknown to Plaintiff at this time, on
12 information and belief, the class is estimated to be greater than
13 one hundred (100) individuals. The identity of the class is
14 readily ascertainable by inspection of Defendants' employment
15 and payroll records.

16 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical
17 of the claims (or defenses, if any) of the class because
18 Defendants' failure to comply with the provisions of California
19 wage and hour laws entitled each class member to similar pay,
20 benefits and other relief. The injuries sustained by Plaintiff are
21 also typical of the injuries sustained by the class because they
22 arise out of and are caused by Defendants' common course of
23 conduct as alleged herein.

24 (c) Adequacy: Plaintiff will fairly and adequately represent and
25 protect the interests of all members of the class because it is in
26 his best interests to prosecute the claims alleged herein to obtain
27 full compensation due him and the class. Plaintiff's attorneys, as
28 proposed class counsel, are competent and experienced in

1 litigating large employment class actions and versed in the rules
2 governing class action discovery, certification and settlement.
3 Plaintiff has incurred and, throughout the duration of this action,
4 will continue to incur attorney's fees and costs that have been
5 and will be necessarily expended for the prosecution of this
6 action for the substantial benefit of each class member.

7 (d) Superiority: The nature of this action makes the use of class
8 action adjudication superior to other methods. A class action will
9 achieve economies of time, effort and expense as compared with
10 separate lawsuits, and will avoid inconsistent outcomes because
11 the same issues can be adjudicated in the same manner and at the
12 same time for the entire class. If appropriate this Court can, and
13 is empowered to, fashion methods to efficiently manage this case
14 as a class action.

15 (e) Public Policy Considerations: Employers in the State of
16 California violate employment and labor laws every day. Current
17 employees are often afraid to assert their rights out of fear of
18 direct or indirect retaliation. Former employees are fearful of
19 bringing actions because they believe their former employers
20 might damage their future endeavors through negative references
21 and/or other means. Class actions provide the class members
22 who are not named in the Complaint with a type of anonymity
23 that allows for the vindication of their rights at the same time as
24 affording them privacy protections.

25 GENERAL ALLEGATIONS

26 23. At all relevant times mentioned herein, Defendants employed Plaintiff
27 and other persons as technicians, service technicians or mechanics.
28

1 24. Plaintiff worked as a service technician for Defendants from
2 approximately November 2003 until May 2010. Plaintiff's job duties included,
3 among other things, diagnosing and repairing customer and dealership vehicles,
4 completing assigned repair orders and performing other non-repair tasks directed by
5 Defendants while waiting for other vehicles to repair. Plaintiff was assigned to
6 work at Defendants' Mercedes-Benz of South Bay automobile dealership previously
7 located at 3233 Pacific Coast Highway in Torrance, California 90505, which was
8 one of 52 dealerships owned and operated by Defendants in California. On
9 information and belief, Mercedes-Benz of South Bay is wholly owned by
10 AUTONATION.

11 25. Defendants continue to employ technicians, service technicians and
12 mechanics who work for Defendants in the automotive service section at one or
13 more of their automobile dealerships in California that are doing business as:
14 AutoWest Chrysler Roseville Sacramento, AutoWest Honda Roseville Serving the
15 Sacramento Area, AutoWest RAM Roseville Sacramento, AutoWest Toyota of
16 Hayward Serving the Hayward Area, AutoWest Dodge Roseville Sacramento,
17 AutoWest Jeep Roseville Sacramento, AutoWest Scion of Hayward, AutoWest
18 Value Vehicles Outlet Sacramento, BMW Encinitas San Diego, BMW of Fremont,
19 AutoWest Acura of Stevens Creek Serving the Santa Clara Area, AutoWest Fiat of
20 Roseville, AutoWest Honda Fremont Serving the Fremont Area, AutoWest Mazda
21 Sacramento, AutoWest Subaru Sacramento, AutoWest Value Vehicles Outlet
22 Hayward San Francisco, BMW of Mountain View, BMW of Roseville Sacramento,
23 House of Imports Serving the Buena Park Area, Infiniti Tustin, Land Rover South
24 Bay Redondo Beach, Infiniti South Bay Torrance, Land Rover Encino, Lexus of
25 Cerritos, Mercedes-Benz of South Bay Serving the Torrance Area, Power Audi
26 Newport Beach, Power Chevrolet Valencia, Mercedes-Benz of Oxnard Serving the
27 Oxnard Area, MINI of Stevens Creek Mountain View, Newport Auto Center –
28 Bentley Newport Beach, Newport Auto Center – Porsche Newport Beach, Power

1 Acura South Bay Serving the Torrance Area, Power Fiat of South Bay, Power Ford
2 Torrance, Power Honda Valencia Serving the Valencia Area, Power Scion Irvine,
3 Power Toyota Buena Park Serving the Buena Park Area, Power Volvo Irvine, Power
4 Ford Valencia, Power Scion Buena Park, Power Toyota Cerritos Serving the
5 Cerritos Area, Power Volvo South Bay Torrance, Power Ford of Tustin, Power
6 Honda Costa Mesa Serving the Costa Mesa Area, Power Nissan of South Bay
7 Hawthorne, Power Scion Cerritos, Power Toyota Irvine Serving the Irvine Area,
8 Power Value Vehicles Outlet South Bay, Power Value Vehicles Outlet Valencia,
9 Smart of Oxnard, Smythe European Serving the San Jose Area, Smythe Volvo San
10 Jose and Valencia BMW Valencia.

11 26. Plaintiff is informed and believes, and thereon alleges, that at all times
12 herein mentioned, Defendants were advised by skilled lawyers, employees and other
13 professionals who were knowledgeable about California wage and hour laws,
14 employment and personnel practices and the requirements of California law.

15 27. Plaintiff is informed and believes, and thereon alleges, that Defendants
16 knew or should have known that Plaintiff and class members were entitled to be paid
17 a separate hourly minimum wage for time spent during their work shifts waiting for
18 vehicles to repair or performing other non-repair tasks. In violation of the Labor
19 Code and IWC Wage Orders, Plaintiff and class members were not paid at least
20 minimum wage for all hours worked because Defendants failed to pay minimum
21 wage for all hours during which employees were waiting for vehicles to repair or
22 performing non-repair tasks and other periods of earned time to deprive Plaintiff and
23 class members of hours earned.

24 28. Plaintiff is informed and believes, and thereon alleges, that Defendants
25 knew or should have known that Plaintiff and class members were entitled to receive
26 certain wages for overtime compensation at the appropriate overtime rate. In
27 violation of the Labor Code and IWC Wage Orders, Plaintiff and class members
28 were not paid for all their overtime work at the correct overtime rate because

1 Defendants failed to calculate proper overtime hours and also reduced overtime
2 hours.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants
4 knew or should have known they had a duty to compensate Plaintiff and class
5 members, and Defendants had the financial ability to pay such compensation but
6 willfully, knowingly and intentionally failed to do so all in order to increase
7 Defendants' profits.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

10 (Violation of Labor Code §§ 1194 and 1197; Violation of IWC Wage Order § 4)
11 (Alleged by Plaintiff Individually and On Behalf of All Others Similarly Situated,
12 Against All Defendants)

13 30. Plaintiff hereby re-alleges and incorporates by reference each and every
14 paragraph of this Complaint as though fully set forth herein.

15 31. Labor Code §§ 1194 and 1197 provide that the minimum wage for
16 employees fixed by the IWC is the minimum wage to be paid to employees, and the
17 payment of a lesser wage than the minimum so fixed is unlawful.

18 32. Section 4(b) of the applicable IWC Wage Order requires an employer to
19 pay each employee, on the established payday for the period involved, not less than
20 the applicable minimum wage for all hours worked in the payroll period, whether
21 the remuneration is measured by time, piece, commission, or otherwise.

22 33. During the relevant time period, Plaintiff and class members were
23 regularly scheduled as a matter of uniform company policy to work and, in fact, did
24 work as piece rate employees with job titles of technicians, service technicians or
25 mechanics. This "piece-rate" work does not fall within any exception to the above-
26 referenced Labor Code sections, the IWC Wage Orders and/or the Unfair
27 Competition Law.

28 34. During the relevant time period, Plaintiff and class members were not

1 separately compensated for each and every hour of time spent waiting for repair
2 work and performing non-repair work tasks at the direction of Defendants. For
3 example, Plaintiff and class members were not allowed to leave Defendants'
4 premises while waiting for vehicles to repair, but were expected to perform various
5 non-repair tasks such as cleaning their work area, obtaining parts, participating in
6 online training and reviewing service bulletins.

7 35. During the relevant time period, Defendants regularly failed to pay
8 Plaintiff and class members at least minimum wage for all hours worked.

9 36. During the relevant time period, Defendants paid Plaintiff and class
10 members less than minimum wage when they failed to pay proper compensation for
11 all hours worked, including time spent attending daily mandatory meetings and for
12 time spent waiting for vehicles to repair and performing other non-repair tasks
13 during their work shifts. To the extent these hours do not qualify for the payment of
14 overtime, Plaintiff and class members were not being paid at least minimum wage
15 for their work.

16 37. On information and belief, Defendants also used Plaintiff and class
17 members' time cards inaccurately through nonfeasance, misfeasance and/or
18 malfeasance, which effectively reduced the compensation received by them.

19 38. Defendants' failure to pay Plaintiff and class members the minimum
20 wage as required violates Labor Code §§ 1194 and 1197. Pursuant to these sections,
21 Plaintiff and class members are entitled to recover the unpaid balance of their
22 minimum wage compensation as well as interest, costs and attorney's fees.

23 39. Pursuant to Labor Code § 1194.2, Plaintiff and class members are
24 entitled to recover liquidated damages in an amount equal to the wages unlawfully
25 unpaid and interest thereon.

26 ///

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1 excess of forty (40) hours in a week. For instance, Plaintiff and class members were
2 not paid a separate hourly wage for the time they were required to remain at work
3 performing non-piece rate tasks. This unpaid time qualified for overtime premium
4 payment. As a result, the overtime rate paid to Plaintiff and class members was
5 miscalculated and incorrect.

6 45. Defendants' willful failure to pay Plaintiff and class members the
7 unpaid balance of overtime compensation, as required by California law, violates the
8 provisions of Labor Code § 510 and is therefore unlawful.

9 46. Pursuant to Labor Code § 1194, Plaintiff and class members are entitled
10 to recover their unpaid overtime compensation, as well as interest, costs and
11 attorney's fees.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST PERIODS**

14 (Violation of Labor Code § 226.7)

15 (Alleged by Plaintiff Individually and On Behalf of All Others Similarly Situated,
16 Against All Defendants)

17 47. Plaintiff hereby re-alleges and incorporates by reference each and every
18 paragraph of this Complaint as though fully set forth herein

19 48. By failing to provide paid ten-minute rest periods for every four (4)
20 hours or major fraction thereof worked per day by technicians, service technicians or
21 mechanics, and by failing to provide compensation for these periods, Defendants
22 willfully violated the provisions of Labor Code section 226.7, IWC Wage Order No.
23 4-2001, and California Code of Regulations, § 11040(12).

24 49. Defendants' unlawful acts deprived Plaintiff and the Class they seek to
25 represent of premium wages and/or other compensation in amounts to be determined
26 at trial, and they are entitled to recover such amounts, plus interest, attorneys' fees,
27 and costs.

28 50. Plaintiff and the Class members he seeks to represent request relief as

1 described below.

2 **FOURTH CAUSE OF ACTION**

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

4 (Alleged by Plaintiff Individually and On Behalf of All Others Similarly Situated,
5 Against All Defendants)

6 51. Plaintiff hereby re-alleges and incorporates by reference each and every
7 paragraph of this Complaint as though fully set forth herein.

8 52. Defendants' conduct, as alleged herein, has been and continues to be
9 unfair, unlawful and harmful to Plaintiff, class members and to the general public.
10 Plaintiff seeks to enforce important rights affecting the public interest within the
11 meaning of Code of Civil Procedure § 1021.5.

12 53. Defendants' activities, as alleged herein, violate California law and
13 constitute unlawful business acts or practices in violation of California Business and
14 Professions Code §§ 17200, *et seq.*

15 54. A violation of Business and Professions Code §§ 17200, *et seq.* may be
16 predicated on the violation of any state or federal law.

17 55. Defendants' policies and practices have violated state law in at least the
18 following respects:

19 (a) Failing to pay a separate hourly minimum wage to Plaintiff and
20 class members for time spent waiting for vehicles to repair or
21 performing other non-repair tasks in violation of Labor Code §§
22 1194 and 1197; and

23 (b) Requiring Plaintiff and class members to work overtime without
24 paying them proper compensation in violation of Labor Code §§
25 510 and 1194.

26 56. Defendants intentionally avoided paying Plaintiff and class members'
27 wages and monies, thereby creating for Defendants an artificially lower cost of
28 doing business in order to undercut their competitors and establish and gain a

1 greater foothold in the marketplace.

2 57. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff
3 and class members are entitled to restitution of the wages unlawfully withheld and
4 retained by Defendants during a period that commences four years prior to the filing
5 of the Complaint; an award of attorney's fees pursuant to Code of Civil Procedure §
6 1021.5 and other applicable laws; and an award of costs.

7 **PRAYER FOR RELIEF**

8 Plaintiff, on his own behalf and on behalf of all others similarly situated,
9 prays for relief and judgment against Defendants, jointly and severally, as follows:

10 1. For certification of this action as a class action on behalf of a class of
11 current and former employees employed by Defendants as technicians, service
12 technicians or mechanics in California;

13 2. For appointment of Pavel Djukich as the class representative;

14 3. For appointment of Aegis Law Firm, PC and Cohelan Khoury & Singer
15 as class counsel for all purposes;

16 4. For general damages;

17 5. For special damages;

18 6. For liquidated damages pursuant to Labor Code § 1194.2;

19 7. For reasonable attorney's fees, costs of suit and interest to the extent
20 permitted by law, including pursuant to Code of Civil Procedure § 1021.5 and Labor
21 Code § 1194;

22 8. For restitution as provided by Business and Professions Code §§ 17200,
23 *et seq.*;

24 9. For an order requiring Defendants to restore all funds to each employee
25 acquired by means of any act or practice declared by this Court to be unlawful,
26 unfair or fraudulent and, therefore, constituting unfair competition under Business
27 and Professions Code §§ 17200, *et seq.*;

28 10. For an award of damages in the amount of unpaid compensation

1 including, but not limited to, unpaid wages and benefits;

2 11. For pre-judgment interest; and

3 12. For such other relief as the Court deems just and proper.

4 Dated: December 18, 2013

AEGIS LAW FIRM, PC
COHELAN KHOURY & SINGER

6
7 By:  _____

Michael D. Singer

Kimberly D. Neilson

Attorneys for Plaintiff Pavel Djukich

9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable of right
12 by jury.

13 Dated: December 18, 2013

AEGIS LAW FIRM, PC
COHELAN KHOURY & SINGER

15
16 By:  _____

Michael D. Singer

Kimberly D. Neilson

Attorneys for Plaintiff Pavel Djukich

1 **PROOF OF SERVICE**

2 *Djukich v. AutoNation, Inc. / U.S.D.C. Case No. CV13-4455 BRO (AGRx)*

3 I, Matthew Atlas, declare as follows:

4 I am over the age of 18 years and not a party to the within action. I am
5 employed in the County of San Diego, California, where the mailing occurs; and my
6 business address is 605 "C" Street, Suite 200, San Diego, California 92101-5305.

7 I further declare that I am readily familiar with the business' practice for
8 collection and processing of correspondence for mailing with United States Postal
9 Service; and that the correspondence shall be deposited with United States Postal
10 Service this same day in the ordinary course of business.

11 On December 18, 2013, I caused to be served a copy of the foregoing
12 document(s):

13 **SECOND AMENDED CLASS ACTION COMPLAINT**

14 by placing a true copy of each document in a separate envelope addressed as
15 follows:

16 **Counsel for Defendants:**

17 Christopher C. Hoffman, Esq.
18 James C. Fessenden, Esq.
19 Jonathan H. Liu, Esq.
20 FISHER & PHILLIPS LLP
21 4747 Executive Drive, Suite 1000
22 San Diego, CA 92121

23 Lonnie D. Giamela, Esq.
24 FISHER PHILLIPS LLP
25 444 South Flower Street, Suite 1590
26 Los Angeles, CA 90071

Counsel for Defendants:

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Luba Shur, Esq.
Steven M. Pysner, Esq.
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Co-counsel for Plaintiffs:

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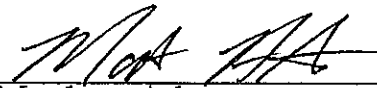
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I then caused service of each document in the manner described below:

[XX] BY MAIL: I placed each for deposit in the United States Postal Service this same day, at my business address shown above, following ordinary business practices.

[XX] FEDERAL: I declare that I am employed in the office of a member of the bar of this court at whose direction this service is made.

Executed December 18, 2013, at San Diego, California.



Matthew Atlas