

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ASC STAFFING GROUP LLC, a California Limited Liability Company; UNIVERSAL CONTAINER & PACKAGING, LLC, a California Limited Liability Company; and Does 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

RAMON URQUIZA, individually, and on behalf of all other aggrieved employees,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

OCT 17 2022

Rene Phillips Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
247 WEST 3RD STREET
SAN BERNARDINO, CALIFORNIA 92415

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

SCOTT ERNEST WHEELER (SBN 187998)

250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711

LAW OFFICE OF SCOTT ERNEST WHEELER
TELEPHONE: (909) 621-4988
FACSIMILE: (909) 621-4622

DATE:

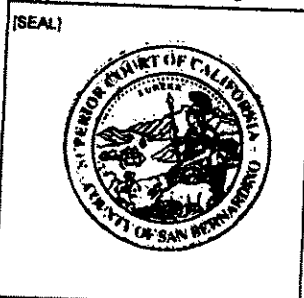
(Fecha)

OCT 17 2022

Clerk, by
(Secretario)

Rene Phillips, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

under:

- ☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)
☐ other (specify):

- ☐ CCP 416.80 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (authorized person)

- ☐ by personal delivery on (date):

1 LAW OFFICE OF SCOTT ERNEST WHEELER
2 Scott Ernest Wheeler (SBN 187998)
3 Justin A. Wheeler (SBN 342226)
4 250 West First Street, Suite 216
5 Claremont, California 91711
6 Telephone: (909) 621-4988
7 Facsimile: (909) 621-4622
8 Email: sew@scottwheelerlawoffice.com

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

AUG 26 2022
By Rina Phillips Deputy

9 *Attorney for Plaintiff and the other Aggrieved*
10 *Employees*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN BERNARDINO**

13 RAMON URQUIZA, individually, and on
14 behalf of all other aggrieved employees,

15 Plaintiff,

16 v.

17 ASC STAFFING GROUP, LLC, a California
18 Limited Liability Company; UNIVERSAL
19 CONTAINER & PACKAGING, LLC, a
20 California Limited Liability Company; and
21 DOES 1 through 50, inclusive,

22 Defendants.

CIV SB 2218188
CASE NUMBER:

COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA")

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Ramon Urquiza, individually and on behalf of
2 all other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and
3 hour laws by his employers ASC Staffing Group, LLC ("ASC"), and Universal Container &
4 Packaging, LLC, ("Universal") (collectively, "Defendants"). Plaintiff makes the following
5 allegations on information and belief, except as to allegations pertaining to Plaintiff individually,
6 which are based on his personal knowledge.

7 **INTRODUCTION**

8 1. ASC is a private staffing company that provides temporary employees to work at
9 Defendant, Universal Container & Packaging, LLC.

10 2. Universal is a business which provides storage and other related services in
11 additional to packaging and storing products from small parcels to oversized pallet products.

12 3. As private, for-profit businesses, Defendants have jointly implemented common
13 policies and practices that have resulted in systemic violations of California's wage and hour laws.
14 In particular, ASC operates an on-site and at the business address of Universal.

15 4. Defendants have implemented unlawful written policies with respect to meal and
16 rest breaks. Defendants also require their non-exempt employees, who are informed that the needs
17 of the businesses take top priority, to work through meal and rest breaks, to take untimely meal
18 periods and to remain on call during such breaks. Defendants also failed to provide Plaintiff and
19 the other aggrieved employees with quotas which interfered with their ability to take timely meal
20 and rest periods. As a result, Plaintiff and other aggrieved employees have been denied the ability
21 to take the meal and rest breaks that they were and are legally entitled to take.

22 5. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved
23 employees proper overtime wages due the fact that they improperly calculate the regular rate of
24 pay, and willfully turn a blind eye to off-the-clock work that Plaintiff and other non-exempt
25 employees perform as a direct consequence of Defendants' understaffing and imposition of an
26 unreasonable workload.

27 **JURISDICTION AND VENUE**

28 6. The Superior Court of the State of California has jurisdiction in this matter because

1 Plaintiff is a resident of the State of California, and Defendants are licensed to do business under
2 the laws of the State of California.

3 7. Venue is proper in this judicial district and the County of San Bernardino because
4 Defendant ASC maintains an office and conducts business in the County of San Bernardino,
5 Universal maintains its warehouse and Plaintiff worked for Universal in Chino, California, a city
6 located in the County of San Bernardino. Most if not all of the aggrieved employees also worked
7 for Defendants in the County of San Bernardino.

8 8. Venue is also proper in this judicial district and the County of San Bernardino
9 because Defendants assigned Plaintiff to perform services in the County of San Bernardino. Many
10 other aggrieved employees also worked for Defendants and were assigned to perform services in
11 the County of San Bernardino.

12 9. Defendants employed Plaintiff and other aggrieved employees within the State of
13 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
14 employees.

15 **THE PARTIES**

16 10. Plaintiff is a citizen of the State of California and currently resides in San
17 Bernardino County. During the relevant time period, Plaintiff was employed by Defendants as a
18 warehouse worker.

19 11. Plaintiff is informed and believes, and thereon alleges, that Defendant ASC is, and
20 at all times relevant hereto were, is a limited liability company organized and existing under the
21 laws of the State of California. Defendant ASC is authorized to conduct business and does conduct
22 business in the State of California.

23 12. Plaintiff is informed and believes, and thereon alleges, that Defendant Universal is,
24 and at all times relevant hereto was, a limited liability company organized and existing under the
25 laws of the State of California and license to do business in the State of California.

26 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
27 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
28 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are

1 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
2 employer and/or joint employer of Plaintiff and the other aggrieved employees.

3 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
4 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy or
5 integrated enterprise. Managing agent, and/or principal of the co-Defendants, and in performing
6 the acts mentioned below was acting, at least in part, within the course and scope of that authority
7 as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or
8 principal with the permission and consent of the co-Defendants. Plaintiff also alleges that the acts
9 of each Defendant are legally attributable to the other Defendants.

10 15. Plaintiff is informed and believes, and based thereon alleges, that each of the
11 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal,
12 joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining
13 Defendants, and was acting, at least in part, within the course and scope of such employment and
14 agency, with the express and implied permission, consent and knowledge, approval and/or
15 ratification of the other Defendants. The above co-Defendant, managing agents, and supervisors,
16 aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts
17 described herein.

18 **NOTICE PURSUANT TO LABOR CODE §2810.3(d)**

19 16. On May 25, 2022, Plaintiff provided Defendants with notice pursuant to Labor
20 Code §2810.3 with regard to potential joint liability based upon violations of the Labor Code as
21 provided herein. ASC, for all purposes of this action, is a the "labor contractor" pursuant to Labor
22 Code §2810.3 and Universal is the "client employer" and shall share any and all civil liability for
23 all of the aggrieved employees supplied by ASC for any and all penalties imposed as a result of
24 this action.

25 17. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
26 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff
27 is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
28 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other

1 aggrieved employees' injuries and damages, as alleged herein, were proximately caused by the
2 conduct of such DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint
3 to allege the true names and capacities of such DOE defendants when ascertained.

4 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

5 18. On May 25, 2022, Plaintiff gave written notice by certified mail pursuant to
6 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
7 ("LWDA") and Defendants, of the specific provisions of the California Labor Code and IWC
8 Wage Order alleged to have been violated, including the facts and theories to support the alleged
9 violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more
10 than sixty-five (65) days from May 25, 2022 postmark date of his written notice before filing this
11 action, Plaintiff has complied with all of the requirements set forth in California Labor Code §
12 2699.3 to commence a representative action under the California Private Attorneys General Act of
13 2004 ("PAGA").

14 19. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this
15 action on behalf of the State of California, and all other aggrieved employees (e.g., current and
16 former non-exempt employees of Defendants and performed work for Defendants in the State of
17 California at any time within the period beginning one (1) year prior and sixty-five (65) days prior
18 to the May 25, 2022 notice Plaintiff provided to the LWDA and Defendants, and ending at the
19 time this action proceeds to final judgment ("statute of limitations period")).

20 **FACTUAL ALLEGATIONS**

21 **Failure to Provide Required Meal Periods**

22 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

23 20. During the statute of limitations period, as part of Defendants illegal policies and
24 practices to minimize labor costs and maximize corporate profits, Defendants have required,
25 permitted or otherwise suffered Plaintiff and aggrieved employees to perform work during their
26 meal periods, to completely skip their meal periods, to take late and short meal periods, and
27 Defendants have otherwise failed to provide the required meal periods to Plaintiff and aggrieved
28 employees as required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable

1 IWC Order.

2 21. Defendants have implemented several practices that have caused Plaintiff and
3 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
4 Defendants systematically understaff their job sites such that non-exempt employees are given so
5 much work to complete that they regularly miss or otherwise take non-compliant meal periods. As
6 a direct consequence of this understaffing, Plaintiff and aggrieved employees have so much work
7 to complete within their scheduled shifts due to their quotas, they are forced to skip their meal
8 periods altogether, to take them after working longer than five (5) hours, to perform work during
9 their meal periods, or return to work after taking less than a thirty (30) minute meal period.

10 22. There are also frequently occasions when Plaintiff and aggrieved employees need
11 to perform other duties immediately before the time during which they are legally entitled to take
12 a meal period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees cannot simply
13 drop their urgent job duties to take a meal period. Moreover, Defendants failed to provide Plaintiff
14 and the other aggrieved employees with their applicable quotas regarding the performance work
15 and production. Consequently, Plaintiff and aggrieved employees regularly miss meal periods,
16 take late meal periods, return early from meal periods, and even clock out for meal periods but
17 continue working.

18 23. Despite the foregoing, Defendants have implemented a policy and practice of
19 actively discouraging the issuance of meal period premium payments, and in the process,
20 Defendants have also violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage
21 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
22 failing to compensate Plaintiff and aggrieved employees who were not authorized and permitted
23 to take a complete, timely, uninterrupted meal period, one additional hour of compensation at the
24 proper regular rate of pay for each workday that such a meal period was not authorized or
25 permitted. Defendants also implemented an unlawful meal period policy by compensating
26 Plaintiff and aggrieved employees for interrupted meal periods only for their actual work time, as
27 opposed to paying them legally required premiums.

28 24. Defendants also violated California Labor Code § 226.7, § 11 of the applicable

1 IWC Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*,
2 by failing to pay Plaintiff and other aggrieved employees who were not provided with a meal
3 period, in accordance with the applicable wage order, one additional hour of compensation at the
4 proper regular rate of pay, including but not limited to, shift differentials, nondiscretionary
5 bonuses, etc., for each workday that a rest break was not provided.

6 **Failure to Provide Required Rest Breaks**

7 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

8 25. During the statute of limitations period, as part of Defendants' illegal policies and
9 practices to minimize labor costs and maximize corporate profits, Defendants have failed to
10 authorize and permit Plaintiff and other aggrieved employees to take rest breaks as required under
11 California Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

12 26. The same common policies and practices that deprive Plaintiff and other aggrieved
13 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability
14 to take their first and second and third rest breaks. As alleged herein, Defendants understaff their
15 warehouse, which creates so much work for Plaintiff and other aggrieved employees that they are
16 frequently unable to take rest breaks. Moreover, the quotas imposed by Defendants imposes so
17 much work on Plaintiff and the other aggrieved employees, they are not afforded timely rest
18 periods.

19 27. Defendants also do not provide adequate training regarding their legal obligations
20 with respect to the provision of rest breaks, do not implement a schedule regarding rest breaks for
21 non-exempt employees, Defendants do not post the required wage and hour posters, including but
22 not limited to, the appropriate IWC Wage Order poster, at the workplace, nor do Defendants
23 provide adequate training regarding the legal obligations to provide rest breaks to Plaintiff and
24 aggrieved employees, and neither Defendants implemented an adequate schedule regarding rest
25 breaks for non-exempt employees. In short, Defendants essentially have a non-existent rest break
26 policy, as there is no guidance or specification as to when Plaintiff and other aggrieved employees
27 are authorized and permitted to take rest breaks during their shifts. This common policy (or lack
28 thereof) has caused widespread missed rest breaks and systematic violations of California Labor

1 Code §§ 226.7 and 512, and IWC Order No. 9-2001, § 12.

2 28. Defendants also violated California Labor Code § 226.7, § 12 of the applicable
3 IWC Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*,
4 by failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break,
5 in accordance with the applicable wage order, one additional hour of compensation at the proper
6 regular rate of pay, including but not limited to, shift differentials, nondiscretionary bonuses, etc.,
7 for each workday that a rest break was not provided.

8 **Failure to Pay Overtime Wages**

9 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

10 29. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
11 Order, Defendants are required to compensate Plaintiff and other aggrieved employees for all
12 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
13 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
14 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
15 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
16 seventh consecutive day of work in any workweek.

17 30. During the statute of limitations period, Defendants have failed to compensate
18 Plaintiff and other aggrieved employees for all overtime hours worked as required under the
19 foregoing provisions of the California Labor Code and IWC Wage Order by, among other
20 methods: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
21 provided by California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring,
22 permitting or suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work
23 through meal and rest breaks, but not compensating them for this time, improperly calculating the
24 regular rate of pay based on shift differential and other remuneration, and other methods to be
25 discovered.

26 31. In a short-sighted attempt to maximize profits, Defendants have understaffed their
27 facilities. Not only has this practice resulted in widespread missed meal and rest breaks, but it has
28 also caused Plaintiff and other aggrieved employees to perform work while off-the-clock.

1 Defendants have actual or constructive knowledge of this off-the-clock work and subtly condone
2 it. Plaintiff and other aggrieved employees routinely arrive to work early to check so that they are
3 prepared and ready to begin performing their duties promptly at the start of their shifts, as they
4 must be pursuant to Defendants' requirements. Defendants know that Plaintiff and other aggrieved
5 employees perform this work off-the-clock.

6 32. Plaintiff and other aggrieved employees must get to work by no later than the start
7 of their shifts – and usually earlier. Thus, they are not afforded the benefit of clocking in for work
8 a few minutes late. Likewise, Plaintiff and other aggrieved employees are in a rush to complete
9 their mandatory job duties, so they are rarely afforded the benefit of clocking out early at the end
10 of their shifts. This results in the widespread underpayment of time worked.

11 33. Defendants have knowingly and willfully refused to perform their obligations to
12 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
13 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

14 **Failure to Pay Minimum Wages**

15 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

16 34. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage
17 Order, payment to an employee of less than the applicable minimum wage for all hours worked in
18 a payroll period is unlawful.

19 35. During the statute of limitations period, the hourly rates for Plaintiff and other
20 aggrieved employees were precisely at California minimum wage. Based on this common
21 practice, Defendants failed to pay Plaintiff and other aggrieved employees minimum wages for all
22 hours worked by requiring, permitting or suffering Plaintiff and other aggrieved employees to
23 work off the clock, such as requiring them to work through meal and rest breaks but not
24 compensating them for this time, and failing to include this time in all hours worked, and other
25 methods to be discovered.

26 36. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and
27 § 4 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations,
28 Plaintiff and other aggrieved employees have been damaged in an amount according to proof at

1 trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and any
2 other applicable law, Plaintiff and other aggrieved employees are entitled to recover the unpaid
3 balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses,
4 and costs of suit.

5 **Failure to Timely Pay Wages During Employment**

6 **[Cal. Lab. Code § 204]**

7 37. Pursuant to California Labor Code § 204, for all labor performed between the 1st
8 and 15th days of any calendar month, Defendants are required to pay its nonexempt employees
9 between the 16th and 26th day of the month during which the labor was performed. California Labor
10 Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar
11 month, Defendants are required to pay its non-exempt employees between the 1st and 10th day of
12 the following calendar month. In addition, California Labor Code § 204 provides that all wages
13 earned for labor in excess of the normal work period shall be paid no later than the payday of the
14 next regular payroll period.

15 38. During the statute of limitations period, Defendants have knowingly and willfully
16 failed to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by
17 the next regular payroll period as required by California Labor Code § 204.

18 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

19 **[Cal. Lab. Code §§ 201 - 203]**

20 39. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to
21 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
22 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
23 at the time of discharge are due and payable immediately.

24 40. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
25 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or
26 her employment, unless the employee provided 72 hours previous notice of his or her intention to
27 quit, in which case the employee is entitled to his or wages at the time of quitting.

28 41. California Labor Code § 203 provides that if an employer willfully fails to pay, in

1 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
2 quits, the employer is liable for waiting time penalties in the form of continued compensation to
3 the employee at the same rate for up to 30 workdays.

4 42. During the statute of limitations period, Defendants have willfully failed to pay
5 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance
6 with California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide
7 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
8 under California law. In addition, because Defendants have failed and continue to fail to properly
9 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
10 wages, and compensation for non-compliant meal and rest breaks, Defendants have also willfully
11 failed and continue to fail to pay accrued wages and other compensation to Plaintiff and other
12 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

13 **Failure to Furnish Accurate Itemized Wage Statements**

14 **[Cal. Lab. Code § 226(a); § 7 of the Applicable IWC Wage Order]**

15 43. During the statute of limitations period, Defendants have routinely failed to provide
16 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
17 Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates
18 of pay for regular and overtime hours worked by Plaintiff and aggrieved employees. Further,
19 Defendants were and are not providing Plaintiff and other aggrieved employees with proper meal
20 periods and rest breaks but intentionally fails to include in their wage statements one (1) additional
21 hour of compensation at their regular rates of pay for each non-compliant meal period or rest break
22 which include but not limited to, shift differentials, nondiscretionary bonuses, etc., for Plaintiff
23 and the other aggrieved employees. In addition, during a portion of the statute of limitations
24 period, Defendants' wage statements fail to list the names and addresses of each and every legal
25 entity which employed Plaintiff and the other aggrieved employees in violation of Labor Code
26 §226. Finally, Defendants wage statements failed to include the amounts taken and available
27 amounts of supplemental COVID-19 sick leave in violation of Labor Code §248.1, et seq. for 2021
28 and 2022.

1 44. In order to conceal their wage theft, Defendants knowingly and intentionally failed
2 to provide Plaintiff and other aggrieved employees with timely and accurate itemized wage
3 statements in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

4 45. Plaintiff and other aggrieved employees suffered injury as a result of Defendants'
5 failure to provide timely and accurate itemized wage statements and prevented them from
6 discovering the scope and extent of Defendants' violations of California wage and hour laws,
7 prevented them from being able to determine the gross wages earned, the total hours worked, all
8 deductions made, the net wages earned, all applicable hourly rates in effect during each pay period
9 and the corresponding number of hours worked at each hourly rate, or even the name and address
10 of the legal entity that employed them at all times alleged herein.

11 **Failure to Maintain Required Records**

12 **[Cal. Lab. Code §§ 226(a), 1174(d); § 7 of the Applicable IWC Wage Order]**

13 46. During the statute of limitations period, as part of Defendants' illegal payroll
14 policies and practices to deprive Plaintiff and other aggrieved employees of all wages earned and
15 due, Defendants knowingly and intentionally failed to maintain records as required under
16 California Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but
17 not limited to the following records: total daily hours worked by each employee; applicable rates
18 of pay; all deductions; meal periods; time records showing when each employee begins and ends
19 each work period; and accurate itemized statements. Defendants had knowledge that it was not
20 providing its non-exempt employees with proper meal and rest periods, but knowingly failed to
21 include in the wage statements one (1) extra hour of compensation for each missed meal and rest
22 period. Defendants also illegally and inaccurately recorded the time in which Plaintiff and other
23 aggrieved employees worked. Defendants have also failed to maintain accurate, itemized wage
24 statements, as alleged above. Finally, Defendants failed to maintain records regarding
25 supplemental COVID-19 sick leave pursuant to Labor Code §248.1, et seq. for 2021 and 2022.

1 **Failure to Pay COVID-19 Supplemental Sick Leave**

2 **[Cal. Lab. Code §§ 248.1, 248.2]**

3 47. Plaintiff is informed and believes, during the statute of limitations period,
4 Defendant failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and compensate
5 Aggrieved Employees at their regular rate of pay for supplemental sick leave, i.e., their highest
6 regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of
7 California Labor Code § 248.1(b)(3)(A). Defendant also failed to provide COVID-19
8 Supplemental Sick Leave to Aggrieved Employees in violation of California Labor Code §
9 248.1(b)(2)(D). Defendant also failed to accurately reflect any offset and/or the current amount of
10 COVID-19 Supplemental Sick Leave available to Aggrieved Employees on their wage statements,
11 in violation of California Labor Code §§ 248.1, et seq., 248.2, 248.6 and other related provisions
12 based upon the reasons provided herein.

13 **Failure to Provide Suitable Seating**

14 48. IWC Wage Order Nos. 1-2001, 4-2001, § 12 provides:

15 “(A) All working employees shall be provided with suitable seats when the
16 nature of the work reasonably permits the use of seats.

17 (B) When employees are not engaged in the active duties of their employment
18 and the nature of the work requires standing, an adequate number of suitable seats
19 shall be placed in reasonable proximity to the work area and employees shall be
permitted to use such seats when it does not interfere with the performance of their
duties.”

20 49. Defendant has failed to provide suitable seating by not providing any seats or
21 stools at the cash registers operated by Plaintiff and other aggrieved employees. The nature of the
22 work reasonably permits the use of seats by Plaintiff and the other aggrieved employees. To the
23 extent that the use of seats could interfere with their work duties, at all times herein it is and has
24 been reasonable for Defendant to place seats in reasonable proximity to the work areas to be used
25 by Plaintiff and other aggrieved employees when doing so would not interfere with their job
26 duties.
27
28

1 **Failure to Maintain Reasonable Temperature In Work Areas**

2 50. IWC Wage Order Nos. 1-2001 and 4-2001, § 15 (A) and (B) provides:

3 “The temperature maintained in each interior work area shall provide
4 reasonable comfort consistent with industry-wide standards for the nature of the
5 process and the work performed.”

6 “If excessive heat or humidity is created by the work process, the employer
7 shall take all feasible means to reduce such excessive heat or humidity to a degree
8 providing reasonable comfort.”

9 51. Defendants failed to allow the interior work areas where Plaintiff and the other
10 aggrieved employees work to exceed the temperature and heat index of 87 degrees Fahrenheit.
11 Defendants do not have a Heat Injury Prevention Program or similar policy in place. Defendants
12 failure to implement a Heat Injury Prevention Program and allow Plaintiff and the other aggrieved
13 employees to work in such an environment violated IWC Wage Order Nos. 1-2001 and 4-2001,
14 §13 and all related and/or applicable IWC Wage Orders.

15 **Failure to Indemnify Employees for Necessary Expenditures**

16 **Incurred in Discharge of Duties**

17 52. California Labor Code § 2802(a) requires an employer to indemnify an employee
18 for all necessary expenditures or losses incurred by the employee in direct consequence of the
19 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

20 53. Defendants failed to properly indemnify Plaintiff and the other aggrieved
21 employees for personal protective equipment incurred as a result of the COVID-19 pandemic. As
22 a result, Plaintiff and the other aggrieved employees are required to pay out of pocket for their own
23 masks and gloves which Defendants failed to reimburse.

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

26 **[Cal. Lab. Code § 2698 *et seq.*]**

27 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendant)**

28 54. Plaintiff incorporates herein by specific reference, as though fully set forth, the

1 allegations in paragraphs 1 through 53 above.

2 55. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code
3 § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
4 aggrieved employees pursuant to the procedures specified in California Labor Code § 2699.3,
5 because Plaintiff was employed by Defendant and one or more of the alleged California Labor
6 Code violations was committed against Plaintiff during the statute of limitations period.

7 56. A plaintiff has standing to represent all aggrieved employees for all of his asserted
8 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
9 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been
10 employed by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds.
11 (a), (c).)).

12 57. Plaintiff seeks to recover civil penalties through a representative action permitted
13 by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969.
14 Thus, class certification is not required.

15 58. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
16 penalties from Defendant in a representative action for the violations set forth above, including but
17 not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512,
18 1174, 1194, 2802 and for the violations of the applicable IWC Wage Order alleged above.

19 59. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil
20 penalties against Defendant for violations of California Labor Code provisions for which a civil
21 penalty is specifically provided, including but not limited to, the following:

22 a. Pursuant to California Labor Code § 226.3, for violations of California
23 Labor Code § 226(a), Defendant is subject to a civil penalty in the amount
24 of two hundred and fifty dollars (\$250) per aggrieved employee for the
25 initial pay period where a violation occurs and one thousand dollars
26 (\$1,000) per aggrieved employee for violations in subsequent pay periods.

27 b. Pursuant to California Labor Code § 1174.5, for violations of California
28 Labor Code § 1174(d), Defendant is subject to a civil penalty of five

1 hundred dollars (\$500).

2 60. California Labor Code § 2699(f) provides that for all California Labor Code
3 violations for which a civil penalty is not specifically provided, the following civil penalties are
4 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
5 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
6 subsequent violation.

7 61. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
8 for Defendant's violations of California Labor Code provisions for which a civil penalty is not
9 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
10 1197, 1024.5, and for the violations of the applicable IWC Wage Order alleged above.

11 62. All civil penalties sought and recovered under this action will be allocated as
12 follows: seventy-five (75) percent to the State of California and twenty-five (25) percent to
13 Plaintiff and aggrieved employees.

14 63. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to
15 California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees,
18 prays for relief against Defendant, as follows:

- 19 1. For civil penalties according to proof;
20 2. For reasonable attorneys' fees and costs pursuant to California Labor Code §
21 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions
22 providing for attorneys' fees and costs; and
23 3. For such further relief that the Court may deem just and proper.

24 DATED: August 26, 2022

LAW OFFICE OF SCOTT E. WHEELER

By: 

SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

*Attorney for Plaintiff and the other
Aggrieved Employees*

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): SCOTT ERNEST WHEELER (SBN 187998) LAW OFFICE OF SCOTT ERNEST WHEELER 250 WEST FIRST STREET, SUITE 216 CLAREMONT, CALIFORNIA 91711 TELEPHONE NO.: (909) 621-4988 FAX NO. (Optional): (909) 621-4622 E-MAIL ADDRESS: SEW@SCOTTWHEELERLAWOFFICE.COM ATTORNEY FOR (Name): PLAINTIFF, RAMON URQUIZA		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT AUG 26 2022 <i>Ramona Miller</i> Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 247 WEST 3RD STREET MAILING ADDRESS: CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415 BRANCH NAME: SAN BERNARDINO - CIVIL DIVISION			
CASE NAME: RAMON URQUIZA V. ASC STAFFING GROUP, LLC			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: CIVSB 2218188 JUDGE: DEPT.:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other P/DPD/WD (23) Non-P/DPD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-P/DPD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
---	--	---

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. ☒ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **ONE PAGA CAUSE OF ACTION**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 8/26/22

Scott Ernest Wheeler

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

RAMON URQUIZA, individually, and on behalf of all
other aggrieved employees,

CASE NO.:

CIV SB 2218188

vs.
ASC STAFFING GROUP, LLC, a California Limited Liability Company;
UNIVERSAL CONTAINER & PACKAGING, LLC, a California Limited
Liability Company; and DOES 1 through 50, inclusive,

CERTIFICATE OF ASSIGNMENT

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the SAN BERNARDINO - CIVIL DIVISION District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

☒ General☐ Collection

Nature of Action

Ground

- | | |
|---|---|
| ☐ 1. Adoption | Petitioner resides within the district. |
| ☐ 2. Conservator | Petitioner or conservatee resides within the district. |
| ☐ 3. Contract | Performance in the district is expressly provided for. |
| ☐ 4. Equity | The cause of action arose within the district. |
| ☐ 5. Eminent Domain | The property is located within the district. |
| ☐ 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 9. Mandate | The defendant functions wholly within the district. |
| ☐ 10. Name Change | The petitioner resides within the district. |
| ☐ 11. Personal Injury | The injury occurred within the district. |
| ☐ 12. Personal Property | The property is located within the district. |
| ☐ 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ 14. Prohibition | The defendant functions wholly within the district. |
| ☐ 15. Review | The defendant functions wholly within the district. |
| ☐ 16. Title to Real Property | The property is located within the district. |
| ☐ 17. Transferred Action | The lower court is located within the district. |
| ☐ 18. Unlawful Detainer | The property is located within the district. |
| ☐ 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☒ 20. Other Employment | The cause of action arose within the district. |
| ☐ 21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT. | |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designated district is:

Universal Container & Packaging, LLC

14480 Monte Vista

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Chino

California

91710

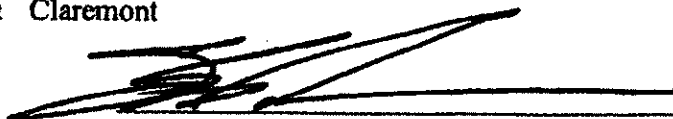
CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed

on  at Claremont, California.



Signature of Attorney/Party