

# SUMMONS

## (CITACION JUDICIAL)

SUM-100

### NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

WORLD CLASS DISTRIBUTION INC., a California corporation;  
A TRAIN STAFFING LLC, a Florida limited liability company;  
and DOES 1 through 50, inclusive,

### YOU ARE BEING SUED BY PLAINTIFF:

### (LO ESTÁ DEMANDANDO EL DEMANDANTE):

VIVIANA BOTELLO, individually, and on behalf of all other  
aggrieved employees,

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

FILED

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 18 2022

Jordyn Drake  
Jordyn Drake

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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 ó 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 18 2022

Clerk, by

(Secretario)

Jordyn Drake

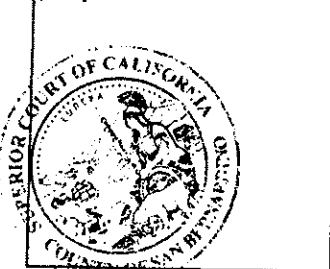
Deputy

(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)).

(SEAL)



**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 416.60 (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

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8 Email: sew@scottwheelerlawoffice.com

9 *Attorneys for Plaintiff and the Aggrieved Employees*

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

AUG 23 2022

*Jordyn Drake*  
*Jordyn Drake*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN BERNARDINO**

12  
13 VIVIANA BOTELLO, individually, and on  
14 behalf of all other aggrieved employees,

15 **PLAINTIFFS,**

16 v.

17 WORLD CLASS DISTRIBUTION INC., a  
18 California corporation; A TRAIN STAFFING  
19 LLC, a Florida limited liability company; and  
20 DOES 1 through 50, inclusive,

21 **DEFENDANTS.**

CASE NO. **CIV SB 22 18549**

**COMPLAINT FOR VIOLATION OF THE  
CALIFORNIA LABOR CODE PRIVATE  
ATTORNEYS GENERAL ACT OF 2004  
("PAGA")**

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

1 This is a representative action brought by Viviana Botello, individually and on behalf of all  
2 other aggrieved employees ("Plaintiff"), relating to systemic violations of California wage and hour  
3 laws by her employers World Class Distribution Inc. ("WCD"), and A Train Staffing LLC ("ATS")  
4 (collectively, "Defendants"). Plaintiff makes the following allegations on information and belief,  
5 except as to allegations pertaining to Plaintiff individually, which are based on her personal  
6 knowledge.

### 7 **INTRODUCTION**

8 1. ATS is a private staffing company which provides temporary employees to work for  
9 other businesses.

10 2. WCD operate a warehouse where food goods are manufactured, packaged and shipped  
11 throughout the State of California.

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

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

### 24 **JURISDICTION AND VENUE**

25 6. The Superior Court of the State of California has jurisdiction in this matter because  
26 Plaintiff is a resident of the State of California.

27 7. Venue is proper in this judicial district and the County of San Bernardino because  
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1 WCD maintains its warehouse in the City of Fontana, California, a city located in the County of San  
2 Bernardino, ATS maintains an office in the City of Ontario, a city located in the County of San  
3 Bernardino; and one or more of the wrongful acts alleged herein occurred in the County of San  
4 Bernardino.

5 8. Defendants employed Plaintiff and other aggrieved employees within the State of  
6 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved  
7 employees.

8 9. The State of California, San Bernardino County, has jurisdiction in this matter because  
9 the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional  
10 threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal  
11 court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based  
12 solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil  
13 Procedure and Rules of Court. Thus, the State of California, San Bernardino County Superior Court  
14 maintains the appropriate jurisdiction to hear this matter.

15 **THE PARTIES**

16 10. Plaintiff is a citizen of the State of California. During the relevant time period,  
17 Plaintiff was employed by Defendants as an Auditor.

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

22 12. Plaintiff is informed and believes, and thereon alleges, that Defendant WCD is, and at  
23 all times relevant hereto was, a corporation organized and existing under the laws of the State of  
24 California and authorized to do business in the State of California.

25 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
26 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
27 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are  
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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.  
5 Managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned below  
6 was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant,  
7 partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and  
8 consent of the co-Defendants. Plaintiff also alleges that the acts of each Defendant are legally  
9 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, joint  
12 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,  
13 and was acting, at least in part, within the course and scope of such employment and agency, with the  
14 express and implied permission, consent and knowledge, approval and/or ratification of the other  
15 Defendants. The above co-Defendant, managing agents, and supervisors, aided, abetted, condoned,  
16 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

17 16. On June 15, 2022, Plaintiff provided Defendants with notice pursuant to Labor Code  
18 §2810.3 with regard to potential joint liability based upon violations of the Labor Code as provided  
19 herein. Defendant ATS, for all purposes of this action, is a the "labor contractor" pursuant to Labor  
20 Code §2810.3 and Defendant WCD is the "client employers" and shall share any and all civil liability  
21 for all of the aggrieved employees supplied by Defendant ATS for any and all penalties imposed as a  
22 result of this action.

23 17. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
24 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is  
25 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some  
26 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved  
27 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such  
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1 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true  
2 names and capacities of such DOE defendants when ascertained.

3 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

4 18. On June 15, 2022, Plaintiff gave written notice by certified mail pursuant to California  
5 Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and  
6 Defendants, of the specific provisions of the California Labor Code and IWC Wage Order alleged to  
7 have been violated, including the facts and theories to support the alleged violations. Plaintiff has not  
8 received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from  
9 June 15, 2022 postmark date of her written notice before filing this action, Plaintiff has complied  
10 with all of the requirements set forth in California Labor Code § 2699.3 to commence a  
11 representative action under the California Private Attorneys General Act of 2004 (“PAGA”).

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

18 **FACTUAL ALLEGATIONS**

19 **Failure to Provide Required Meal Periods**

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

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

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

8         22. There are also frequently occasions when Plaintiff and aggrieved employees need to  
9 perform other duties immediately before the time during which they are legally entitled to take a meal  
10 period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees cannot simply drop their  
11 urgent job duties to take a meal period. Consequently, Plaintiff and aggrieved employees regularly  
12 miss meal periods, take late meal periods, return early from meal periods, and even clock out for  
13 meal periods but continue working.

14         23. Plaintiff and aggrieved employees need to first secure permission before taking a meal  
15 period. Plaintiff and aggrieved employees often cannot simply stop working and take their meal  
16 period, and their inability to secure coverage regularly causes them to regularly miss and otherwise  
17 take non-compliant meal periods.

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

1           25. Defendants also violated California Labor Code § 226.7, § 11 of the applicable IWC  
2 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by  
3 failing to pay Plaintiff and other aggrieved employees who were not provided with a meal period, in  
4 accordance with the applicable wage order, one additional hour of compensation at the proper regular  
5 rate of pay, including but not limited to, shift differentials, nondiscretionary bonuses, etc., for each  
6 workday that a rest break was not provided.

7                           **Failure to Provide Required Rest Breaks**

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

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

13           27. The same common policies and practices that deprive Plaintiff and other aggrieved  
14 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to  
15 take their first and second and third rest breaks. As alleged herein, Defendants understaff their  
16 facilities, which creates so much work for Plaintiff and other aggrieved employees that they are  
17 frequently unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to  
18 secure permission before taking a rest break, which is often denied by supervisors.

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

1 has caused widespread missed rest breaks and systematic violations of California Labor Code §§  
2 226.7 and 512, and IWC Order No. 9-2001, § 12.

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

9 **Failure to Pay Overtime Wages**

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

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

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

26 32. 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  
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1 also caused Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendants  
2 have actual or constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and  
3 other aggrieved employees routinely arrive to work early to check so that they are prepared and ready  
4 to begin performing their duties promptly at the start of their shifts, as they must be pursuant to  
5 Defendants' requirements. Defendants know that Plaintiff and other aggrieved employees perform  
6 this work off-the-clock.

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

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

15                                 **Failure to Pay Minimum Wages**

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

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

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

26         37. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4  
27 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations, Plaintiff  
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1 and other aggrieved employees have been damaged in an amount according to proof at trial.  
2 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other  
3 applicable law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of  
4 wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of  
5 suit.

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

7 **[Cal. Lab. Code §§ 201 - 203]**

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

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

16 40. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
17 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who  
18 quits, the employer is liable for waiting time penalties in the form of continued compensation to the  
19 employee at the same rate for up to 30 workdays.

20 41. During the statute of limitations period, Defendants have willfully failed to pay  
21 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance with  
22 California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide Plaintiff  
23 and other aggrieved employees with their final paychecks within the timeframes required under  
24 California law. In addition, because Defendants have failed and continue to fail to properly  
25 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime wages,  
26 and compensation for non-compliant meal and rest breaks, Defendants have also willfully failed and  
27 continue to fail to pay accrued wages and other compensation to Plaintiff and other aggrieved  
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employees in accordance with California Labor Code §§ 201 and 202.

**Failure to Furnish Accurate Itemized Wage Statements**

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

42. During the statute of limitations period, Defendants have routinely failed to provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements. Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates of pay for regular and overtime hours worked by Plaintiff and aggrieved employees. Further, Defendants were and are not providing Plaintiff and other aggrieved employees with proper meal periods and rest breaks but intentionally fail to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each non-compliant meal period or rest break which include but not limited to, shift differentials, nondiscretionary bonuses, etc. Moreover, Defendants listed Plaintiff and the other aggrieved employees entire social security number on the wage statements. Defendants wage statements also fail to have the full and complete legal address for the legal entity that is the employer of Plaintiff and the other aggrieved employees, and also failed to provide the amount of supplemental COVID-19 paid sick leave taken and available on the wage statements, all in violation of Labor Code §226.

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

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

1 **Failure to Maintain Required Records**

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

3 45. During the statute of limitations period, as part of Defendants' illegal payroll policies  
4 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,  
5 Defendants knowingly and intentionally failed to maintain records as required under California Labor  
6 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the  
7 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;  
8 meal periods; time records showing when each employee begins and ends each work period; and  
9 accurate itemized statements. Defendants had knowledge that it was not providing its non-exempt  
10 employees with proper meal and rest periods, but knowingly failed to include in the wage statements  
11 one (1) extra hour of compensation for each missed meal and rest period. Defendants also illegally  
12 and inaccurately recorded the time in which Plaintiff and other aggrieved employees worked.  
13 Defendants have also failed to maintain accurate, itemized wage statements, as alleged above.  
14 Finally, Defendants failed to provide supplemental COVID-19 paid sick leave to aggrieved  
15 employees and failed to maintain records relating to the amount of supplemental COVID-19 sick  
16 leave hours available and the number of hours taken.

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

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

19 46. During the Statute of Limitations Period, Plaintiff is informed and believes from  
20 January 1, 2021 through September 30, 2021, Defendants employed 26 or more aggrieved  
21 employees.

22 47. Defendants failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave  
23 and compensate Aggrieved Employees at their regular rate of pay for supplemental sick leave, i.e.,  
24 their highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation  
25 of California Labor Code § 248.1(b)(3)(A). Defendants also failed to provide COVID-19  
26 Supplemental Sick Leave to Aggrieved Employees in addition to regular sick leave, in violation of  
27 California Labor Code § 248.1(b)(2)(D). Defendants also failed to accurately reflect any offset and/or  
28

1 the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their  
2 wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2 and for the reasons  
3 provided herein.

4 **Failure to Provide Suitable Seating**

5 48. IWC Wage Order No. 5-2001, § 14 provides:

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

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

12 49. Defendants failed to provide suitable seating by not providing any seats or stools at  
13 areas operated by Plaintiff and other Aggrieved Employees. The nature of the work reasonably  
14 permits the use of seats. To the extent that the use of seats could interfere with their work duties, at  
15 all times herein it is and has been reasonable for Defendants to place seats in reasonable proximity to  
16 the work areas used by Plaintiff and other Aggrieved Employees when doing so would not interfere  
17 with their job duties.

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

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

22 51. During the Statute of Limitations Period, Defendants have failed to reimburse  
23 Aggrieved Employees for the usage of their personal cellular phones in addition to personal  
24 protective equipment during the COVID-19 pandemic, including face masks and disposable gloves  
25 and other supplies. Defendants did not reimburse Plaintiff and other Aggrieved Employees for the  
26 costs of the expenditures relating to their cellular phones, face masks and other supplies.

27 ///

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1 **FIRST CAUSE OF ACTION**

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

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

4 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendants)**

5 52. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
6 allegations in paragraphs 1 through 51 above.

7 53. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §  
8 2699(c), and a proper representative to bring a civil action on behalf of herself and other aggrieved  
9 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff  
10 was employed by Defendants and one or more of the alleged California Labor Code violations was  
11 committed against Plaintiff during the statute of limitations period.

12 54. A plaintiff has standing to represent all aggrieved employees for all of her asserted  
13 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*  
14 *Inc.* (2018) 23 Cal.App.5<sup>th</sup> 745, 757 (“For PAGA standing a plaintiff need only have been employed  
15 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c).)).

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

19 56. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil  
20 penalties from Defendants in a representative action for the violations set forth above, including but  
21 not limited to, violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558  
22 1174, 1194, 2802 and for the violations of the applicable IWC Wage Order alleged above.

23 57. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties  
24 against Defendants for violations of California Labor Code provisions for which a civil penalty is  
25 specifically provided, including but not limited to, the following:

- 26 a. Pursuant to California Labor Code § 226.3, for violations of California Labor  
27 Code § 226(a), Defendants is subject to a civil penalty in the amount of two  
28

1 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay  
2 period where a violation occurs and one thousand dollars (\$1,000) per  
3 aggrieved employee for violations in subsequent pay periods.

4 b. Pursuant to California Labor Code § 1174.5, for violations of California Labor  
5 Code § 1174(d), Defendants are subject to a civil penalty of five hundred  
6 dollars (\$500).

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

11 59. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)  
12 for Defendant's violations of California Labor Code provisions for which a civil penalty is not  
13 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 248.2,  
14 226.7, 1197, 1024.5, and for the violations of the applicable IWC Wage Order alleged above.

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

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

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays  
22 for relief against Defendants, as follows:

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

1 DATED: August 23 2022

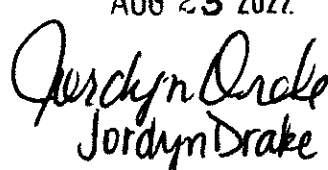
LAW OFFICE OF SCOTT ERNEST WHEELER

2  
3 By: 

4 SCOTT ERNEST WHEELER  
JUSTIN A. WHEELER

5 *Attorneys for Plaintiff and the other Aggrieved*  
6 *Employee*  
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CM-010

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):<br><b>SCOTT ERNEST WHEELER (SBN 187998)</b><br><b>LAW OFFICE OF SCOTT ERNEST WHEELER</b><br><b>250 WEST FIRST STREET, SUITE 216</b><br><b>CLAREMONT, CALIFORNIA 91711</b><br>TELEPHONE NO.: (909) 621-4988 FAX NO. (Optional) (909) 621-4622<br>E-MAIL ADDRESS: <b>SEW@SCOTTWHEELERLAWOFFICE.COM</b><br>ATTORNEY FOR (Name): <b>PLAINTIFF, VIVIANA BOTELLO</b> |  | FOR COURT USE ONLY<br><br><b>FILED</b><br>SUPERIOR COURT OF CALIFORNIA<br>COUNTY OF SAN BERNARDINO<br>SAN BERNARDINO DISTRICT<br><br><b>AUG 23 2022</b><br><br><b>Jordyn Drake</b> |  |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>SAN BERNARDINO</b><br>STREET ADDRESS: <b>247 WEST 3RD STREET</b><br>MAILING ADDRESS:<br>CITY AND ZIP CODE: <b>SAN BERNARDINO, CALIFORNIA 92415</b><br>BRANCH NAME: <b>SAN BERNARDINO - CIVIL DIVISION</b>                                                                                                                                                                                     |  | CASE NAME: <b>VIVIANA BOTELLO V. WORLD CLASS DISTRIBUTION INC., ET. AL.,</b>                                                                                                                                                                                          |  |
| <b>CIVIL CASE COVER SHEET</b><br><input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)                                                                                                                                                                                                                                   |  | <b>Complex Case Designation</b><br><input type="checkbox"/> Counter <input type="checkbox"/> Joinder<br>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)                                                                                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | CASE NUMBER: <b>CIV SB 22 18549</b><br>JUDGE:<br>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:
- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><br><b>Other P/DPD/W (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other P/DPD/W (23)<br><br><b>Non-P/DPD/W (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-P/DPD/W tort (35)<br><br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input checked="" type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> 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. <input checked="" type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> 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: **8-23-22**

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 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

CM-010

## 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <b>Auto Tort</b><br>Auto (22)—Personal Injury/Property Damage/Wrongful Death<br>Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i><br><br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br>Asbestos (04)<br>Asbestos Property Damage<br>Asbestos Personal Injury/Wrongful Death<br>Product Liability <i>(not asbestos or toxic/environmental)</i> (24)<br>Medical Malpractice (45)<br>Medical Malpractice—Physicians & Surgeons<br>Other Professional Health Care Malpractice<br>Other PI/PD/WD (23)<br>Premises Liability (e.g., slip and fall)<br>Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)<br>Intentional Infliction of Emotional Distress<br>Negligent Infliction of Emotional Distress<br>Other PI/PD/WD<br><br><b>Non-PI/PD/WD (Other) Tort</b><br>Business Tort/Unfair Business Practice (07)<br>Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)<br>Defamation (e.g., slander, libel) (13)<br>Fraud (16)<br>Intellectual Property (19)<br>Professional Negligence (25)<br>Legal Malpractice<br>Other Professional Malpractice <i>(not medical or legal)</i><br>Other Non-PI/PD/WD Tort (35)<br><br><b>Employment</b><br>Wrongful Termination (36)<br>Other Employment (15) | <b>Contract</b><br>Breach of Contract/Warranty (06)<br>Breach of Rental/Lease<br>Contract <i>(not unlawful detainer or wrongful eviction)</i><br>Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i><br>Negligent Breach of Contract/Warranty<br>Other Breach of Contract/Warranty<br>Collections (e.g., money owed, open book accounts) (09)<br>Collection Case—Seller Plaintiff<br>Other Promissory Note/Collections Case<br>Insurance Coverage <i>(not provisionally complex)</i> (18)<br>Auto Subrogation<br>Other Coverage<br>Other Contract (37)<br>Contractual Fraud<br>Other Contract Dispute<br><br><b>Real Property</b><br>Eminent Domain/Inverse Condemnation (14)<br>Wrongful Eviction (33)<br>Other Real Property (e.g., quiet title) (26)<br>Writ of Possession of Real Property<br>Mortgage Foreclosure<br>Quiet Title<br>Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i><br><br><b>Unlawful Detainer</b><br>Commercial (31)<br>Residential (32)<br>Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i><br><br><b>Judicial Review</b><br>Asset Forfeiture (05)<br>Petition Re: Arbitration Award (11)<br>Writ of Mandate (02)<br>Writ—Administrative Mandamus<br>Writ—Mandamus on Limited Court Case Matter<br>Writ—Other Limited Court Case Review<br>Other Judicial Review (39)<br>Review of Health Officer Order<br>Notice of Appeal—Labor Commissioner Appeals | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b><br>Antitrust/Trade Regulation (03)<br>Construction Defect (10)<br>Claims Involving Mass Tort (40)<br>Securities Litigation (28)<br>Environmental/Toxic Tort (30)<br>Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)<br><br><b>Enforcement of Judgment</b><br>Enforcement of Judgment (20)<br>Abstract of Judgment (Out of County)<br>Confession of Judgment <i>(non-domestic relations)</i><br>Sister State Judgment<br>Administrative Agency Award <i>(not unpaid taxes)</i><br>Petition/Certification of Entry of Judgment on Unpaid Taxes<br>Other Enforcement of Judgment Case<br><br><b>Miscellaneous Civil Complaint</b><br>RICO (27)<br>Other Complaint <i>(not specified above)</i> (42)<br>Declaratory Relief Only<br>Injunctive Relief Only <i>(non-harassment)</i><br>Mechanics Lien<br>Other Commercial Complaint Case <i>(non-tort/non-complex)</i><br>Other Civil Complaint <i>(non-tort/non-complex)</i><br><br><b>Miscellaneous Civil Petition</b><br>Partnership and Corporate Governance (21)<br>Other Petition <i>(not specified above)</i> (43)<br>Civil Harassment<br>Workplace Violence<br>Elder/Dependent Adult Abuse<br>Election Contest<br>Petition for Name Change<br>Petition for Relief from Late Claim<br>Other Civil Petition |
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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

VIVIANA BOTELLO, individually, and on behalf of all  
other aggrieved employess

CASE NO.: **CIV SB 22 18549**

vs.  
WORLD CLASS DISTRIBUTION INC., a California corporation; A TRAIN  
STAFFING LLC, a Florida 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

- ☐ 1. Adoption
- ☐ 2. Conservator
- ☐ 3. Contract
- ☐ 4. Equity
- ☐ 5. Eminent Domain
- ☐ 6. Family Law
- ☐ 7. Guardianship
- ☐ 8. Harassment
- ☐ 9. Mandate
- ☐ 10. Name Change
- ☐ 11. Personal Injury
- ☐ 12. Personal Property
- ☐ 13. Probate
- ☐ 14. Prohibition
- ☐ 15. Review
- ☐ 16. Title to Real Property
- ☐ 17. Transferred Action
- ☐ 18. Unlawful Detainer
- ☐ 19. Domestic Violence
- ☒ 20. Other Employment
- ☐ 21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT.

### Ground

- Petitioner resides within the district.
- Petitioner or conservatee resides within the district.
- Performance in the district is expressly provided for.
- The cause of action arose within the district.
- The property is located within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- Petitioner or ward resides within the district or has property within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- The defendant functions wholly within the district.
- The petitioner resides within the district.
- The injury occurred within the district.
- The property is located within the district.
- Decedent resided or resides within or had property within the district.
- The defendant functions wholly within the district.
- The defendant functions wholly within the district.
- The property is located within the district.
- The lower court is located within the district.
- The property is located within the district.
- The petitioner, defendant, plaintiff or respondent resides within the district.
- The cause of action arose within the district.

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:

World Class Distribution Inc.

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

Fontana

CITY

California

STATE

10288 Calabash Avenue,

ADDRESS

92335

ZIP CODE

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

on **8-23-22**

at Claremont

, California.



Signature of Attorney/Party