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and on behalf of all others similarly situated

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

VINCENT MUÑOZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

AMERICOLD LOGISTICS, LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVVS2600766

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

1. Warehouse Quota Violations; and
2. Private Attorneys General Act of 2004.

1 Plaintiff Vincent Muñoz (“Plaintiff”), individually and on behalf of all others similarly
2 situated, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this putative class and representative action against defendants
5 Americold Logistics, LLC and DOES 1 through 50, inclusive (collectively, “Defendants”), on
6 Plaintiff’s own behalf and on behalf of a class of individuals who are and were employed by
7 Defendants as non-exempt or hourly-paid employees throughout California.

8 2. Plaintiff is informed and believes, and thereon alleges, that Defendants have
9 increased their profits by violating state wage and hour laws by, among other things, failing to
10 comply with warehouse quota laws.

11 3. Plaintiff seeks monetary relief against Defendants on behalf of himself and all other
12 similarly situated in California to recover, among other things, civil penalties, injunctive relief,
13 interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 2101, 2102,
14 2103, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

15 JURISDICTION AND VENUE

16 4. This is a class action brought pursuant to Code of Civil Procedure § 382.

17 5. The monetary damages, restitution, penalties, and other legal and equitable relief
18 sought by Plaintiff exceed the minimal jurisdictional limits of this Court and will be established
19 according to proof at trial.

20 6. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
21 California Constitution, which grants the superior court “original jurisdiction in all other causes”
22 except those given by statute to other courts. The statutes under which this action is brought do not
23 specify any other basis for jurisdiction.

24 7. This Court has jurisdiction over all Defendants because, upon information and
25 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
26 and/or otherwise intentionally avail themselves of the California market so as to render the exercise
27 of jurisdiction over them by the California courts consistent with traditional notions of fair play
28 and substantial justice.

8. Venue is proper in this court because Defendants maintain offices, have agents, employ individuals, and/or transact business in this county.

THE PARTIES

9. Plaintiff is a California resident and was employed by Defendants in Victorville, California as a non-exempt fork lift operator from approximately August 2022 to approximately May 2025.

10. Defendants were and are subject to the Labor Code as employers whose employees were and are engaged to work throughout this county and the State of California.

11. Plaintiff is unaware of the true names or capacities of the Defendant sued herein under the fictitious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

12. Plaintiff is informed and believes and thereon alleges that each and all of the acts and omissions alleged herein were performed by, or are attributable, to each Defendant acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf.

13. Plaintiff is informed and believes and thereon alleges that during the relevant time period, DOES 1 through 50 were the employers of Plaintiff and the other members of the class within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working conditions, working hours, and conditions of employment of Plaintiff and the other members of the class so as to make each Defendant an employer liable under the statutory provisions set forth herein.

14. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had the authority to hire and terminate Plaintiff and the other members of the class, to set work rules and conditions governing Plaintiff and the other members of the class's employment, and to supervise their daily employment activities.

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15. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiff's and the other members of the class's employment for them to be joint employers of Plaintiff and the other members of the class.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code violations.

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

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

All individuals currently or formerly employed by Defendants as non-exempt employees in the State of California at any time between four years prior to the filing of this action and the date of class certification (“Class”).

19. Members of the Class described above will be collectively referred to as “Class Members.”

20. Plaintiff reserves the right to modify or re-define the Class, establish subclasses, or modify or re-define any class definition as appropriate based on investigation, discovery, and specific theories of liability.

21. There are common questions of law and fact as to the Class Members that predominate over any questions affecting only individual members including, but not limited to the following:

- (a) Whether Defendants failed to provide Plaintiff and Class Members a written description of each quota to which Plaintiff and Class Members were subject;
- (b) Whether Defendants' quotas prevented compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from facilities; and

- 1 (c) Whether Defendants took adverse employment action against Plaintiff and
2 Class Members for failing to meet a quota that does not allow compliance
3 with meal and rest periods, occupational health and safety laws, or for failure
4 to meet a quota that had not been disclosed in writing.

5 22. There is a well-defined community of interest in this litigation and the proposed
6 Class and subclasses are readily ascertainable:

- 7 (a) Numerosity: The Class Members are so numerous that joinder of all
8 members is impractical. Although the members of the Class are unknown to
9 Plaintiff at this time, on information and belief, the Class is estimated to be
10 greater than 1,000 individuals. The identities of the Class Members are
11 readily ascertainable by inspection of Defendants' employment and payroll
12 records.
- 13 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
14 (or defenses, if any) of the Class Members because Defendants' failure to
15 comply with the provisions of California's wage and hour laws entitled each
16 Class Member to similar pay, benefits, and other relief. The injuries
17 sustained by Plaintiff are also typical of the injuries sustained by the Class
18 Members, because they arise out of and are caused by Defendants' common
19 course of conduct as alleged herein.
- 20 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
21 interests of all Class Members because it is in Plaintiff's best interest to
22 prosecute the claims alleged herein to obtain full compensation and penalties
23 due. Plaintiff's attorneys, as proposed class counsel, are competent and
24 experienced in litigating large employment class actions and versed in the
25 rules governing class action discovery, certification, and settlement. Plaintiff
26 has incurred and, throughout the duration of this action, will continue to
27 incur attorneys' fees and costs that have been and will be necessarily
28 expended for the prosecution of this action for the substantial benefit of the

1 Class Members.

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

9 **GENERAL ALLEGATIONS**

10 23. During the relevant time period, Defendants employed Plaintiff and Class Members
11 as non-exempt employees throughout California at Defendants' California business location(s).

12 24. During the relevant time period, Defendants knew that Plaintiff and Class Members
13 were entitled to a written description of each quota to which Plaintiff and Class Members were
14 subject, including the quantified number of tasks to be performed or materials to be produced or
15 handled, within the time period, and any potential adverse employment action that could result
16 from failure to meet the quota. Further, Defendants knew that they were prohibited from taking
17 adverse employment action against Plaintiff and Class Members for failing to meet a quota that
18 did not allow Plaintiff and Class Members to comply with meal and rest periods or occupational
19 health and safety laws, or for failure to meet a quota that had not been disclosed in writing to
20 Plaintiff and Class Members. Nevertheless, Defendants established quotas that did not allow
21 compliance with meal and rest periods or occupational health and safety laws, failed to provide
22 written notice of those quotas, and took adverse employment actions for failing to meet the quotas.

23 25. For example, Plaintiff was disciplined several times for taking breaks that were a
24 few minutes longer than Defendants' policy permitted. The few extra minutes Plaintiff took for
25 breaks were spent complying with meal and rest period requirements, and included the time spent
26 traveling to and from the break room and/or bathroom from Plaintiff's work area.

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1 26. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
2 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover, among
3 other things, interest, attorneys' fees, civil penalties, costs, and expenses.

4 **FIRST CAUSE OF ACTION**

5 **WAREHOUSE QUOTA VIOLATIONS**

6 (Violation of Labor Code §§ 2101, 2102, and 2103)

7 27. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 28. Labor Code § 2101 requires each employer to provide to each employee, either upon
10 hire or by January 30, 2022, a written description of each quota to which the employee is subject,
11 including the quantified number of tasks to be performed or materials to be produced or handled,
12 within the defined time period, and any potential adverse employment action that could result from
13 failure to meet the quota.

14 29. Labor Code § 2101 provides that an employee shall not be required to meet a quota
15 that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable
16 travel time to and from bathroom facilities, or occupational health and safety laws in the Labor
17 Code or division standards.

18 30. Labor Code § 2102 further prohibits employers from taking adverse employment
19 action against an employee for failing to meet a quota that does not allow an employee to comply
20 with meal and rest periods, or occupational health and safety laws in the Labor Code or division
21 standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to
22 Labor Code § 2101.

23 31. Labor Code § 2103 provides that any actions taken by an employee to comply with
24 occupational health and safety laws in the Labor Code or division standards shall be considered
25 time on task and productive time for purposes of any quota or monitoring system.

26 32. During the relevant time period, Defendants failed to provide Plaintiff and Class
27 Members with a written description of applicable quotas and any potential adverse employment
28 actions that could result from failure to meet the quota. Defendants also required Plaintiff and Class

Members to meet quotas that prevented compliance with meal and rest periods and use of bathroom facilities, including reasonable travel time to and from bathroom facilities.

33. During the relevant time period, Defendants took adverse employment actions against Plaintiff and Class Members for failure to meet quotas that were not disclosed in writing to them as required by Labor Code § 2101.

34. As a result of Defendants' failure to comply with Labor Code §§ 2101, 2102, and 2103 Plaintiff and Class Members are entitled to injunctive relief, attorneys' fees, and costs pursuant to Labor Code § 2108.

SECOND CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Labor Code §§ 2698, *et seq.*)

35. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

36. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees against whom a violation of the same code provision was committed pursuant to the procedures specified in Section 2699.3.

37. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35% to the aggrieved employees.

38. Plaintiff and all other non-exempt employees currently or formerly employed by Defendants in California at any time from November 24, 2024 to the present are "aggrieved

employees” as defined in Labor Code § 2699(c).

39. Defendants’ conduct, as alleged herein, violates numerous Labor Code sections, including the following:

(a) Instituting unlawful warehouse quota practices in violation of Labor Code §§ 2101, 2102, and 2103.

40. Plaintiff personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to his Private Attorneys General Act of 2004 (“PAGA”) notice.

41. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff’s own behalf and on behalf of all other aggrieved employees under PAGA.

42. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

43. Plaintiff is entitled to recover attorneys’ fees pursuant to Labor Code §§ 218.5, and 2699(g)(1).

PRAYER FOR RELIEF

On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class;
2. For appointment of Plaintiff as class representative;
3. For appointment of Abramson Labor Group as class counsel;
4. For injunctive relief as provided by the California Labor Code;
5. For civil penalties pursuant to PAGA;
6. For pre-judgment interest;
7. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 2108 and 2699(g)(1); and

1 8. For such other relief as the Court deems just and proper.

2
3 Dated: January 29, 2026

ABRAMSON LABOR GROUP

4
5 By: 

6 Fawn F. Bekam
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8 Jacquelyn Silva
9 Attorneys for Plaintiff Vincent Muñoz