

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 01 2023

By Abrianna Rodriguez Deputy

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

RYDER INTEGRATED LOGISTICS, INC., a Delaware corporation;
and on behalf of all other aggrieved employees.

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

ALFONSO VARGAS ZAMORES, individually, and on behalf of all
other aggrieved employees.

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 de 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.

CIVIL SB 2310111

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)

AUG 01 2023

Clerk, by

(Secretario)

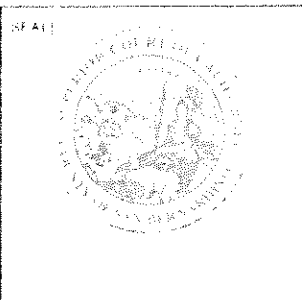
Abrianna Rodriguez

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 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
- ☐ By personal delivery on (date)

BY FAX

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 ALFONSO VARGAS ZAMORES		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO JUL 28 2023 BY <u><i>Abrianna Rodriguez</i></u> ABRIANNA RODRIGUEZ, 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 NUMBER: CIVSB 2318111 JUDGE: DEPT:	
CASE NAME: ALFONSO VARGAS ZAMORES V. RYDER INTEGRATED LOGISTICS, INC.			
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)	

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 PVPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PVPD/WD (23) Non-PVPD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PVPD/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 for 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)
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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: July 28, 2023

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

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

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 PVPD/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 PVPD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PVPD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PVPD/WD

Non-PVPD/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-PVPD/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 (36) *(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

ALFONSO VARGAS ZAMORES, individually, and on
behalf of all other aggrieved employees,

CASE NO.:

CIV SB 2318111

vs.
RYDER INTEGRATED LOGISTICS, INC., a Delaware corporation; 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. Magistrate	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:

Ryder Integrated Logistics, Inc.

16300 Fern Avenue

NAME INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Chino

California

91708

CITY

STATE

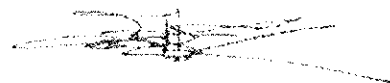
ZIP CODE

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

on July 28, 2023

at Claremont

, California.



Signature of Attorney/Party

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler (SBN 187998)

Justin A. Wheeler (SBN 342226)

250 West First Street, Suite 216

Claremont, California 91711

Telephone: (909) 621-4988

Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

jaw@scottwheelerlawoffice.com

*Attorneys for Plaintiff and the Aggrieved Employees***FILED**
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO**JUL 28 2023**BY *Abrianna Rodriguez*
ABRIANNA RODRIGUEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ALFONSO VARGAS ZAMORES,
individually, and on behalf of all other
aggrieved employees,

PLAINTIFF,

v.

RYDER INTEGRATED LOGISTICS, INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

DEFENDANTS.

CASE NO. CIV SB 2318111

**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 Alfonso Vargas Zamores, individually and on behalf
2 of all other aggrieved employees ("Plaintiff"), relating to systemic violations of the California Labor
3 Code against Ryder Integrated Logistics, Inc. ("Defendant"). Plaintiff makes the following allegations
4 on information and belief, except as to allegations pertaining to Plaintiff individually, which are based
5 on his personal knowledge.

6 **INTRODUCTION**

7 1. Defendant has implemented common policies and practices that have resulted in
8 systematic violations of California's Labor Code and the applicable Industrial Welfare Commission
9 ("IWC") Wage Order(s). Accordingly, Plaintiff, on behalf of the State of California, brings this
10 representative action to recover civil penalties for the California Labor and Workforce Development
11 Agency ("LWDA"), himself, and all other aggrieved employees—i.e., non-exempt employees who
12 worked for Defendants in California during the statute of limitations period.

13 2. Defendant operates warehouses and provides distribution and logistics services for its
14 clients throughout the State of California. As a private, for-profit business, Defendant has implemented
15 common policies and practices that have resulted in systemic violations of California's Labor Code
16 relating to implemental of quotas applicable to Plaintiff and the other aggrieved employees.

17 3. Defendant has implemented unlawful written policies with respect to quotas and the
18 expectations of nonexempt, hourly employees to comply with unwritten quotas which prevents Plaintiff
19 and the other aggrieved employees from taking legally compliant meal and rest breaks and using the
20 restroom during working hours. Defendant also requires its non-exempt employees, to use the restroom
21 during rest periods and meal periods only (or on their own time).

22 **JURISDICTION AND VENUE**

23 4. The Superior Court of the State of California has jurisdiction in this matter because
24 Plaintiff is a resident of the State of California.

25 5. Venue is proper in this judicial district and the County of San Bernardino because
26 Defendant operates one or more warehouses in the County of San Bernardino, and one or more of the
27 wrongful acts alleged herein occurred in the County of San Bernardino.

28 6. Defendant employed Plaintiff and other aggrieved employees within the State of

1 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
2 employees.

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

10 **THE PARTIES**

11 8. Plaintiff is a citizen of the State of California. During the relevant time period, Plaintiff
12 was employed by Defendant as a Forklift Operator and Order Picker who would review inspection
13 reports to identify potential inspection issues, conduct inspections of shipments on the dock, gather
14 information related to the shipments and issue document corrections based on the applicable provisions.
15 Plaintiff was subjected to a unknown quota. Plaintiff is informed and believes Defendant imposed an
16 unwritten quota to him during his employment. Plaintiff was employed by Defendant from June of
17 2022 through his separation on January of 2023.

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

22 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
23 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
24 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
25 attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer
26 and/or joint employer of Plaintiff and the other aggrieved employees.

27 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
28 in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent,

1 and/or principal of the co-Defendants, and in performing the acts mentioned below was acting, at least
2 in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture,
3 employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-
4 Defendants. Plaintiff also alleges that the acts of each Defendant are legally attributable to the other
5 Defendants.

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

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

20 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

21 14. On May 12, 2023, Plaintiff gave written notice by certified mail pursuant to California
22 Labor Code § 2699.3, to the California Labor and Workforce Development Agency ("LWDA") and
23 Defendant, of the specific provisions of the California Labor Code and IWC Wage Order alleged to
24 have been violated, including the facts and theories to support the alleged violations. Plaintiff has not
25 received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from
26 May 12, 2023, postmark date of his written notice before filing this action, Plaintiff has complied with
27 all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action
28 under the California Private Attorneys General Act of 2004 ("PAGA").

15. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of the State of California, and all other aggrieved employees (e.g., current and former non-exempt employees of Defendant who performed work for Defendant in the State of California at any time within the period beginning one (1) year prior and sixty-five (65) days prior to the May 12, 2023 notice Plaintiff provided to the LWDA and Defendant, and ending at the time this action proceeds to final judgment (“statute of limitations period”)).

FACTUAL ALLEGATIONS

Failure to Provide Aggrieved Employees With Written Description of Quotas

[Cal. Lab. Code §2101 and 2102]

16. Beginning on January 1, 2022, California Labor Code §2101 requires California employers to provide to each employee, upon hire, or within 30 days of the effective date of California Labor Code §2101, “a written description of each quota to which the employee is subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period, and any potential adverse employment action that could result from failure to meet the quota.” See, California Labor Code §2101.

17. Moreover, California Labor Code §2102 states, “An employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Section 2101.”

18. California Labor Code §2100 applies to any non-exempt, hourly employee such as Plaintiff and the other aggrieved employees who work at Defendant's distribution and logistics centers in the State of California. Defendant operates warehouse distribution centers through the State of California, including Chino, California, as well as other locations throughout the State of California.

19. Defendant is an employer which directly or indirectly, or through an agent or any

1 other person, including through the services of a third-party employer, temporary service, or staffing
2 agency or similar entity, of 100 or more employees at a single warehouse distribution center or 1,000
3 or more employees at one or more warehouse distribution centers in the state. For purposes of this
4 definition, all employees of an employer's commonly controlled group, as that term is defined
5 in Section 25105 of the Revenue and Taxation Code, shall be counted in determining the number of
6 employees employed at a single warehouse distribution center or at one or more warehouse
7 distribution centers in the state. See, California Labor Code §2100(f).

8 20. Defendant further operates warehouse distribution centers in California and its
9 operations are defined by or fall under any of the North American Industry Classification System
10 Codes, in particular Code 493110 (General Warehousing and Storage, and 423/424 (Merchant
11 Wholesales – Durable and Non-Durable Goods.). See, California Labor Code §2100.i.1.(a-d).

12 21. Defendant, is required to provide to each employee, upon hire, or within 30 days of
13 the effective date of this part, a written description of each quota to which the employee is subject,
14 including the quantified number of tasks to be performed or materials to be produced or handled,
15 within the defined time period, and any potential adverse employment action that could result from
16 failure to meet the quota. California Labor Code §2101. Here, Defendant failed to provide any type
17 of description to Plaintiff and the other aggrieved employees of each quota (including detailed
18 metrics regarding Defendant's quota requirements) applicable to them in compliance with California
19 Labor Code §2100.

20 22. Further, Labor Code §2102 provides, an employee shall not be required to meet a
21 quota that prevents compliance with meal or rest periods, use of bathroom facilities, including
22 reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the
23 Labor Code or division standards. An employer shall not take adverse employment action against an
24 employee for failure to meet a quota that does not allow a worker to comply with meal and rest
25 periods, or occupational health and safety laws in the Labor Code or division standards, or for failure
26 to meet a quota that has not been disclosed to the employee pursuant to Section 2101.

27 23. Defendant failed to provide Plaintiff and the other aggrieved employees with written
28 or oral information regarding quotas applicable to them and implemented quotas preventing

1 compliance with meal and rest periods, the use of bathroom facilities, including reasonable travel
2 time to and from bathroom facilities and other occupational health and safety law violations yet to be
3 discovered.

4 24. Plaintiff, on behalf of himself and the other aggrieved employees, are aware that
5 Defendant implemented quotas which caused a violation of their rights to a meal or rest periods,
6 prevented them from using the restroom facilities or required them to violate any occupational health
7 and safety laws in the Labor Code or division standards. For instance, Plaintiff was unable to use the
8 restroom facilities of Defendant during working hours and was only allowed to use the facilities
9 during his own time.

10 25. On May 12, 2023, Plaintiff, on behalf of the other aggrieved employees, requested that
11 Defendant provide a written description of each quota applicable to Plaintiff and the other aggrieved
12 employees to which they were and are subjected to and copies of the aggrieved employees work
13 speed data within the past ninety (90) days of the request. See, Labor Code §2104(a)(1-3). Defendant
14 had twenty-one (21) days to respond to this request but failed to provide information relating to
15 quotas applied to Plaintiff or any other aggrieved employees. See, Labor Code §2104(b). As a result
16 of Defendant's failure to comply with Labor Code §2100, et seq., Defendant is subject to PAGA
17 penalties pursuant to Labor Code §2109.

18 **FIRST CAUSE OF ACTION**

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

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

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

22 26. Plaintiff incorporates herein by specific reference, as though fully set forth, the
23 allegations in paragraphs 1 through 25, above.

24 27. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code §
25 2699(c), and a proper representative to bring a civil action on behalf of himself and other aggrieved
26 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
27 was employed by Defendant and one or more of the alleged California Labor Code violations was
28 committed against Plaintiff during the statute of limitations period.

1 28. A plaintiff has standing to represent all aggrieved employees for all of his asserted
2 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA, Inc.*
3 (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed by the
4 violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c).)).

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

8 30. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
9 penalties from Defendant in a representative action for the violations set forth above, including but not
10 limited to, violations of California Labor Code § 2100, et seq., and for the violations of the applicable
11 IWC Wage Order alleged above.

12 31. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
13 against Defendant for violations of California Labor Code provisions for which a civil penalty is
14 specifically provided.

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

19 33. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for
20 Defendants’ violations of California Labor Code provisions for which a civil penalty is not specifically
21 provided, including but not limited to, California Labor Code § 2100, et seq., and for the violations of
22 the applicable IWC Wage Order alleged above.

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

26 35. Plaintiff additionally seeks reasonable attorneys’ fees and costs pursuant to California
27 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

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

LAW OFFICE OF SCOTT ERNEST WHEELER



Attorneys for Plaintiff and the other Aggrieved Employees



**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO**

San Bernardino District
247 West 3rd St
San Bernardino CA 92415
www.sb-court.org
909-708-8678

****COMPLEX-PAGA**** Zamores v. Ryder Integrated Logistics, Inc. et. al.

NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT

Case Number

CIVSB2318111

LAW OFFICE OF SCOTT ERNEST WHEELER
250 WEST FIRST STREET
SUITE 216
CLAREMONT CA 91711

This case has been assigned to: Corey G Lee in Department S15 - SBJC for all purposes.

Notice is hereby given that the above-entitled case has been set for Trial Setting Conference on:

Hearing Date: 02/01/2024 at 8:30 AM in Department S15 - SBJC

Date: 8/1/2023

By:


Abrianna Rodriguez, Deputy Clerk

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above-listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above-listed notice by:

☒ Enclosed in a sealed envelope mailed to the interested party addressed above for collection and mailing this date, following standard Court practices.

☐ Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above or as shown on the attached listing.

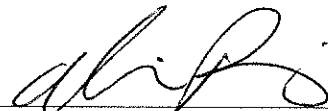
☐ A copy of this notice was given to the filing party at the counter.

☐ A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file-stamped documents.

Date of Mailing: 8/1/2023

I declare under penalty of perjury that the forgoing is true and correct. Executed on 8/1/2023 at San Bernardino, CA.

By:


Abrianna Rodriguez, Deputy Clerk