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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION

EVERARDO CARRILLO, *et al.*, for
themselves and all others similarly
situated and the general public,

Plaintiffs,

v.

SCHNEIDER LOGISTICS, INC.,
et al.,

Defendants.

Case No. CV 11-8557 CAS (DTBx)

**DECLARATION OF ARMANDO
ESQUIVEL IN SUPPORT OF
PLAINTIFFS' *EX PARTE*
APPLICATION FOR A
TEMPORARY RESTRAINING
ORDER AND ORDER TO SHOW
CAUSE RE: PRELIMINARY
INJUNCTION REQUIRING
DEFENDANTS TO KEEP AND
DISCLOSE MANDATORY
PAYROLL RECORDS**

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DECLARATION OF ARMANDO ESQUIVEL

I, ARMANDO ESQUIVEL, hereby declare as follows:

1. I have filed a consent to join as a plaintiff in this lawsuit. I submit this declaration in support of plaintiffs’ *ex parte* application for a temporary restraining order or preliminary injunction, and plaintiffs’ motion for provisional class certification. The information contained in this declaration is based on my personal knowledge. If called as a witness, I could and would competently testify to the following matters.

2. I performed warehouse work in the warehouses located at 4100 and 4250 Hamner Avenue and at 11900 Riverside Drive in Mira Loma, California (“Mira Loma Warehouses”) for approximately seven years. My last day of work was on January 4, 2011. The warehouses on Hamner Avenue are called Building 1 and Building 5. The warehouse on Riverside Drive is called Building 4 and is about a mile away from the other two. I was assigned to work at these warehouses by the Impact Logistics company, but supervisors from both Impact and Schneider directed and oversaw the work I did at the warehouses.

3. My main job duty at these warehouses was to unload the trailer trucks that came to the warehouses filled with boxes and other cargo headed for Walmart. Until a few years ago, I and other warehouse workers who were also paid by Impact were assigned to load goods in addition to unloading them.

4. During the time I worked in these warehouses, I was never aware of anyone recording my accurate work hours and I did not punch in at the beginning of work or punch out at the end of work. For the last several months of 2010, I served as a lead worker and I was repeatedly directed by my supervisors to record work time that was far less, sometimes less than half, of the time we actually spent working.

5. During the time I worked at these warehouses, I understood that the compensation that I and my fellow workers received from Impact for unloading trucks

1 was based upon the number of trucks each of us unloaded. When I was hired, I was
2 given a list of the prices that would be paid for each size of truck, with more being paid
3 for trucks containing more boxes or for trucks containing many different types of
4 cargo. After Schneider took over control of these warehouses in about 2006, the pay
5 my fellow workers and I received for the same amount of work was reduced
6 substantially. Worse, after the change in prices, I was told that my co-workers and I
7 were no longer allowed to see or have a copy of list of truck prices. That made it
8 extremely difficult for me to know how much I had earned for the trucks I had
9 unloaded. Once Schneider assumed control of the warehouse, the only way I could
10 learn the price that would be paid for each truck I loaded or unloaded was to ask a lead
11 worker after I finished loading or unloading a truck. Until early last year, the lead
12 workers would tell me what amount of money was supposed to be paid for a truck I had
13 just unloaded. After that, though, the only lead who would tell me what price would
14 be paid for my work on a particular truck was Evaristo Morales, except for the three
15 months in last 2010 when I also worked as a lead and therefore had access to the list
16 prices. When I worked as a lead, I was also told by one of my supervisors, Ramon
17 Sepeda, that I should not tell the non-lead workers paid by Impact how much they
18 would be paid for the work performed on each truck.

19 6. These problems with verifying the truck rates were worsened by the fact
20 that even when I was able to find out from a lead or from the list directly when I served
21 as a lead what rate I was supposed to be paid for loading or unloading a truck, the
22 paychecks frequently were short of all of the pay promised. When I noticed my pay
23 was short, and this happened on many occasions, I complained to one of my
24 supervisors, Ramon Sepeda. He always promised to look into it but my pay was never
25 corrected, not even once. When I would repeat my complaints, he would tell me: “I
26 have a pile of job applications on my desk more than a foot high, if you don’t like this
27 job, you can go home.” I observed other people complaining about being shorted on
28 pay in the same way I was and they received the same response from Sepeda.

1 7. During the period I worked at these warehouses, I often worked extremely
2 long hours, especially during the two blitz seasons: the several months prior to
3 Christmas and the period from February through March. During these blitzes, my
4 fellow workers and I who were paid by Impact were regularly required to work more
5 than one shift, beyond eight hours per day and often much more than 12 hours per day.
6 Until the beginning of 2011, I was assigned to work seven days per week, and I
7 observed that all of my fellow coworkers paid by Impact were similarly assigned to
8 work, and did work, seven days per week.

9 8. During the time I worked at the Mira Loma warehouses, the number of
10 workers paid by Impact whom I saw working at these warehouses varied, but I estimate
11 that, on average, there were about 15 workers per shift, per warehouse. There were
12 always about two shifts per warehouse per day of workers getting paid by Impact.

13 9. During the time I worked in these warehouses, I noticed very high turnover
14 among my co-workers. The work is very hard, the hours are extremely long, the pay
15 is low, and the warehouses are very hot. Retaliation against workers who complain
16 about work conditions is commonplace. I can recall many occasions on which I saw
17 supervisors sending workers home because they were complaining about the pay or the
18 long hours.

19 10. During the time I worked at these warehouses, I regularly did not receive
20 all the pay I was promised or all the pay I was due under law. The frequent problems
21 I faced with my paycheck not including all the pay I was promised destabilized my
22 family life. I support my wife and two kids and we have a budget. When I didn't get
23 the pay that was due to me, we struggled to pay for rent, food and for the things the kids
24 needed.

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1 I declare under penalty of perjury under the laws of the United States that the
2 foregoing is true and correct.

3 Executed this 10 th day of October, 2011, in Fontana, California

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ARMANDO ESQUIVEL

DECLARATION OF TRANSLATION

I, Rocio Ramirez, declare that I am fluent in both the English and Spanish languages. On October 20, 2011, I truthfully and correctly translated and read the foregoing DECLARATION OF ARMANDO ESQUIVEL to the employee whose name appears on the document. He told me that he understood what I read to him and thereafter filled out and signed the document.

I declare under penalty of perjury under the laws of the State of California that this declaration is true.

Executed this 20 day of October, 2011, in Los Angeles, California.

A handwritten signature in black ink, appearing to read "Rocio Ramirez", written over a horizontal line. The signature is highly stylized with large, overlapping loops.