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Superior Court of California,
County of Alameda

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SUPERIOR STATE OF CALIFORNIA

COUNTY OF ALAMEDA

OSCAR RIVERA, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

RYDER INTEGRATED LOGISTICS, INC.,
a Delaware Corporation; and RYDER
SYSTEMS, INC., a Florida Corporation

Defendants,

Case No. **22CV005352**

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) and (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Oscar Rivera brings this enforcement action against Ryder Integrated Logistics, Inc. (“Ryder Integrated”), Ryder Systems, Inc. (“Ryder Systems”) (collectively “Employer(s)” and “Defendant(s)”) on behalf of the State of California to collect statutory penalties as a result of Defendants’ systematic violations of California labor law with respect to Defendants’ non-exempt hourly workers employed in California (the “Aggrieved Employees”).

2. Plaintiff and Aggrieved Employees bring this action to challenge Defendants’ policies and practices of: (1) failing to authorize and permit Plaintiff and Aggrieved Employees to take meal breaks to which they are entitled by law and failing to pay premium compensation for missed meal breaks; (2) failing to compensate Plaintiff and Aggrieved Employees for all hours worked; (3) failing to pay Plaintiff and Aggrieved Employees minimum wage for all hours worked; (4) failing to pay Plaintiff and Aggrieved Employees overtime wages; (5) failing to provide Plaintiff and Aggrieved Employees true and accurate itemized wage statements; and (6) failing to pay Plaintiff and Aggrieved Employees all wages owed during employment and following separation from employment.

3. Defendants deny Plaintiff and Aggrieved Employees compliant 30-minute uninterrupted meal periods, in that they are routinely interrupted during their meal periods, and/or receive meal periods that are less than 30 minutes. Plaintiff and Aggrieved Employees do not receive premium pay for these non-compliant meal periods.

4. As a result of these policies and/or practices of interrupting meal periods, Plaintiff and Aggrieved Employees are denied compensation for all hours worked, including minimum wages, and overtime, which they are lawfully owed resulting from the additional off-the-clock work in excess of eight (8) hours per day and forty (40) hours per week.

5. In addition, Plaintiff and Aggrieved Employees work long hours. For example, Plaintiff was routinely scheduled to work, and in fact worked, ten hours or longer shifts four days per week. Despite working shifts of more than ten hours, Plaintiff and Aggrieved Employees are routinely denied a second meal period.

6. Plaintiff and Aggrieved Employees do not receive true and accurate, itemized wage

1 statements reflecting premium payments for noncompliant meal violations, to which they are
2 entitled and for which they should be compensated.

3 7. Consequently, Plaintiff and Aggrieved Employees do not receive all wages owed
4 during employment and following separation from employment.

5 8. As a result of these violations, Plaintiff, on behalf of the State of California, seeks to
6 recover penalties and reasonable attorneys' fees for these violations pursuant to sections 2699(a)
7 and (f) of the California Labor Code Private Attorneys General Act ("PAGA").

8 **PARTIES**

9 9. Plaintiff and Aggrieved Employees are current and former hourly non-exempt
10 employees who work for Defendants as, among other positions, laborers, material, cargo and
11 warehouse handlers, forklift operators, shipping and receiving clerks, clamp operators, quality
12 auditors, storeroom attendants, trailer inspectors, warehouse coordinators, wave and inventory
13 clerks, warehouse sanitation associates, and other employees with similar job duties, in California.

14 10. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
15 Complaint was a resident of the State of California.

16 11. Plaintiff was employed by Defendants as a Laborer from approximately March 2020
17 through July 2021. Plaintiff worked for Defendants in Chino, California.

18 12. Plaintiff is informed, believes, and alleges that Ryder Integrated Logistics, Inc. is a
19 Delaware Corporation headquartered in Miami, Florida. Ryder Integrated is registered to do
20 business in California, does business in California, and employs hourly non-exempt employees,
21 including Plaintiff and Aggrieved Employees, in California.

22 13. Plaintiff is informed, believes, and alleges that Ryder Systems, Inc. is a Florida
23 Corporation headquartered in Miami, Florida. Ryder Systems does business in the State of
24 California through its subsidiary Ryder Integrated and employs hourly non-exempt employees,
25 including Plaintiff and Aggrieved Employees, in California.

26 14. At all relevant times, Defendants have done business under the laws of the California,
27 have had places of business in California, including in this judicial district, and have employed
28 Plaintiff and Aggrieved Employees in this judicial district. At all relevant times, Defendants are

1 “persons” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code § 17201. Defendants are
2 also “employers” within the meaning of the Labor Code and IWC Wage Orders.

3 **JURISDICTION AND VENUE**

4 15. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393(a) and/or
5 395.5. Defendants conduct business and employ Aggrieved Employees in this County, and therefore
6 the liability and the cause of some part of the cause arose in this County.

7 16. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
8 The Court also has jurisdiction over Defendants because they are companies authorized to do
9 business in the State of California, and because Defendants do in fact do business and employ
10 workers in the State of California.

11 **FACTUAL ALLEGATIONS**

12 17. Ryder Integrated offers logistics, warehousing, shipping, distribution, freight
13 forwarding, brokerage, storage, cargo, supply chain management services, and transportation
14 services. Ryder Integrated is a subsidiary of Ryder Systems.

15 18. Ryder Systems is a major transportation and logistics company that specializes in
16 fleet management, supply chain management, and dedicated transportation management.

17 19. Plaintiff and Aggrieved Employees are current and former non-exempt hourly
18 employees who worked for Defendants in California. These employees provide support and
19 assistance for Defendants’ warehousing and logistics operations. Among other tasks, Plaintiff and
20 Aggrieved Employees are responsible for stocking, labeling, and sorting inventory, cleaning
21 warehouses, operating forklifts, and inspecting deliveries at Defendants’ facilities.

22 20. Plaintiff worked for Defendants as a Laborer in Chino, California, from
23 approximately March 2020 through July 2021. Plaintiff’s primary duties includes, but were not
24 limited to, affixing labels to boxes, and sweeping the warehouse.

25 21. Plaintiff was classified as an hourly non-exempt employee and was paid an hourly
26 rate of \$15.00.

27 22. Plaintiff usually worked eight hours per shift, five shifts per week, and regularly
28 worked an additional shift of at least eight hours. Plaintiff worked approximately 40 hours or more

1 per week. On many occasions, notably during peak season, *i.e.*, from July 2020 through December
2 2020, Plaintiff worked approximately twelve hours or more per shift, five shifts per week for a total
3 of sixty hours or more per week.

4 23. Defendants regularly fail to provide Plaintiff and Aggrieved Employees compliant
5 meal periods. Defendants' policies, practices, and procedures cause Plaintiff and Aggrieved
6 Employees to routinely receive shortened and/or interrupted meal periods, yet do not provide them
7 with premium payments for such non-compliant meal periods.

8 24. Plaintiff and Aggrieved Employees are frequently denied legally compliant meal
9 breaks for several reasons, including that: (i) Defendants do not authorize, permit, and/or make
10 available compliant meal breaks to Plaintiff and Aggrieved Employees; (ii) Plaintiff and Aggrieved
11 Employees are often too busy with work during the day to have time to take a bona fide meal break;
12 and (iii) Plaintiff and Aggrieved Employees were often interrupted by their managers and/or
13 supervisors during their meal breaks to receive work directives and instructions pertaining to tasks
14 and location for their afternoon shift.

15 25. As a result, Plaintiff and Aggrieved Employees are denied compensation for all hours
16 worked, including minimum wages and overtime, which they are lawfully owed resulting from the
17 additional off-the-clock work in excess of eight (8) hours per day and forty (40) hours per week.

18 26. Further, Defendants fail to provide Plaintiff and Aggrieved Employees compliant
19 second meal periods when they work shifts lasting at least ten hours or longer. Defendants' policies,
20 practices, and procedures require Plaintiff and Aggrieved Employees to systematically skip their
21 second meal periods, yet do not provide them with premium payments for such missed second meal
22 periods.

23 27. Plaintiff and Aggrieved Employees are routinely denied second meal periods for
24 several reasons, including: (i) Defendants do not authorize, permit, and/or make available timely
25 second meal periods to Plaintiff and Aggrieved Employees; and (ii) Plaintiff and Aggrieved
26 Employees are routinely too busy with assigned work during their shift to take bona fide second
27 meal period.

28 28. Plaintiff is informed, believes, and thereon alleges that Defendants' same second meal

1 period policies and practices are the same or substantially similar across all Defendants' facilities
2 throughout California.

3 29. In addition to the above, Plaintiff and Aggrieved Employees' wage statements are
4 untrue and inaccurate as they fail to include payment for time spent working during the off-duty
5 meal periods, as well as the premium payments for noncompliant meal breaks and missed second
6 meal breaks.

7 30. Consequently, Plaintiff and Aggrieved Employees did not receive all wages during
8 employment and following separation from employment, including payment for time spent working
9 during meal periods, as well as premium payments for noncompliant meal breaks and missed second
10 meal breaks.

11 31. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and
12 practices have at all relevant times been substantially the same for all non-exempt, hourly
13 employees, including Plaintiff and Aggrieved Employees, regardless of Defendants' facility
14 locations in California.

15 32. Aggrieved Employees were and are employed by Defendants and performed work
16 materially similar to Plaintiff.

17 33. Aggrieved Employees report to facilities owned, operated, or managed by Defendants
18 to perform their jobs.

19 34. Aggrieved Employees perform their jobs under Defendants' supervision and using
20 materials and technology approved and supplied by Defendants.

21 35. Aggrieved Employees are required to follow and abide by Defendants' common
22 work, time, and pay policies and procedures in the performance of their jobs.

23 36. At the end of each pay period, Aggrieved Employees receive wages from Defendants
24 that are determined by common systems and methods that Defendants select and control.

25 37. Defendants pay Aggrieved Employees on an hourly rate basis.

26 38. Defendants' unlawful conduct has been widespread, repeated, and consistent
27 throughout its facilities' locations in California. Defendants knew or should have known that their
28 policies and practices have been unlawful and unfair.

39. Defendants' conduct is willful, carried out in bad faith, and causes significant damages to non-exempt hourly employees in an amount to be determined at trial.

40. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct has been widespread, repeated, and consistent as to Aggrieved Employees and throughout all of Defendants' facilities in California.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

(On Behalf of the State of California and Aggrieved Employees)

41. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

42. Cal. Lab. Code § 2699(a) provides:

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.

43. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

44. Cal. Lab. Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

45. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

46. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 in the amounts established by Cal. Lab. Code § 203.

1 47. Cal. Lab. Code § 226(a) provides:

2 Every employer shall, semimonthly or at the time of each payment of wages, furnish
3 each of his or her employees, either as a detachable part of the check, draft, or voucher
4 paying the employee's wages, or separately when wages are paid by personal check or
5 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
6 total hours worked by the employee, except for any employee whose compensation is
7 solely based on a salary and who is exempt from payment of overtime under
8 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
9 Commission, (3) the number of piece-rate units earned and any applicable piece rate
10 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
deductions made on written orders of the employee may be aggregated and shown as
one item, (5) net wages earned, (6) the inclusive dates of the period for which the
employee is paid, (7) the name of the employee and his or her social security number,
(8) the name and address of the legal entity that is the employer, and (9) all applicable
hourly rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

11 48. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

12 An employee suffering injury as a result of a knowing and intentional failure
13 by an employer to comply with subdivision (a) is entitled to recover the greater of all
14 actual damages or fifty dollars (\$50) for the initial pay period in which a violation
15 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and
is entitled to an award of costs and reasonable attorney's fees.

16 49. Cal. Lab. Code § 226.3 provides:

17 Any employer who violates subdivision (a) of Section 226 shall be subject to
18 a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per
19 violation in an initial citation and one thousand dollars (\$1,000) per employee for each
20 violation in a subsequent citation, for which the employer fails to provide the
21 employee a wage deduction statement or fails to keep the records required in
subdivision (a) of Section 226. The civil penalties provided for in this section are in
addition to any other penalty provided by law.

22 50. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each
23 failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate,
24 itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by
25 Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab.
26 Code § 226(e)(1), as prayed for herein.

27 51. Pursuant to Cal. Lab. Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and
28 Workforce Development Agency ("LWDA") with notice of his intention to file this claim. Sixty-

1 five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative
2 prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

3 52. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
4 Employees, and himself as set forth in Cal. Lab. Code § 2699.

5 53. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
6 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to
7 an award of attorneys' fees and costs as set forth below.

8 54. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **SECOND CAUSE OF ACTION**

10 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

11 **(On Behalf of the State of California and Aggrieved Employees)**

12 55. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 56. Cal. Lab. Code § 2699(f) provides:

15 For all provisions of this code except those for which a civil penalty is specifically
16 provided, there is established a civil penalty for a violation of these provisions, as
17 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
18 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
employee per pay period for the initial violation and two hundred dollars (\$200) for
each aggrieved employee per pay period for each subsequent violation.

19 57. Cal. Lab. § 200 defines wages as “all amounts for labor performed by employees of
20 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
21 commission basis or method of calculation.”

22 58. Cal. Lab. Code § 204(a) provides that “[a]ll wages . . . earned by any person in any
23 employment are due and payable twice during each calendar month...”.

24 59. IWC Wage Orders 9-2001(2)(G) defines hours worked as “the time during which an
25 employee is subject to the control of an employer and includes all the time the employee is suffered
26 or permitted to work, whether or not required to do so.”

27 60. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
28 conditions that violate the Wage Order.

1 61. Cal. Lab. Code § 510 provides, in relevant part:

2 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
3 one workday and any work in excess of 40 hours in any one workweek and the first
4 eight hours worked on the seventh day of work in any one workweek shall be
5 compensated at the rate of no less than one and one-half times the regular rate of pay
6 for an employee. Any work in excess of 12 hours in one day shall be compensated at
7 the rate of no less than twice the regular rate of pay for an employee. In addition, any
8 work in excess of eight hours on any seventh day of a workweek shall be compensated
9 at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
10 section requires an employer to combine more than one rate of overtime compensation
11 in order to calculate the amount to be paid to an employee for any hour of overtime
12 work.

13 62. Cal. Lab. Code § 1197 provides:

14 The minimum wage for employees fixed by the commission or by any applicable state
15 or local law, is the minimum wage to be paid to employees, and the payment of a lower
16 wage than the minimum so fixed is unlawful. This section does not change the
17 applicability of local minimum wage laws to any entity.

18 63. Cal. Lab. Code § 1194 provides, in relevant part:

19 Notwithstanding any agreement to work for a lesser wage, any employee receiving
20 less than the legal minimum wage or the legal overtime compensation applicable to
21 the employee is entitled to recover in a civil action the unpaid balance of the full
22 amount of this minimum wage or overtime compensation, including interest thereon,
23 reasonable attorney's fees, and costs of suit.

24 64. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 1-2001 and 9-2001 require
25 Defendants to authorize, permit, and/or make available timely and compliant meal and rest periods
26 to its employees. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage 1-2001 and Order 9-2001
27 prohibit employers from employing an employee for more than five hours without a meal period of
28 not less than thirty minutes, and from employing an employee more than ten hours per day without
29 providing the employee with a second meal period of not less than thirty minutes. Unless the
30 employee is relieved of all duty during the thirty-minute meal, the employee is considered "on duty"
31 and the meal period is counted as time worked under the applicable wage orders.

32 65. To the extent than any violation alleged herein does not carry penalties under Cal.
33 Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
34 and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts
35 established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code §

1 2699(f) for Plaintiff and Aggrieved Employees for violations of Labor Code provisions including,
2 but not limited to, Cal. Lab. Code 510, 1194, 201-203, 204, 226, 226.7, 512, IWC Wage Order 1-
3 2001 and IWC Wage Order 9-2001, and any other violation alleged herein does not carry penalties
4 under Cal. Lab. Code § 2699(a).

5 66. Pursuant to Cal. Lab. Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA
6 with notice of his intention to file this claim. Sixty-five calendar days have passed without notice
7 from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action
8 in compliance with § 2699.3(a).

9 67. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
10 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

11 68. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
12 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to
13 an award of attorneys' fees and costs as set forth below.

14 69. Wherefore, Plaintiff requests relief as hereinafter provided.

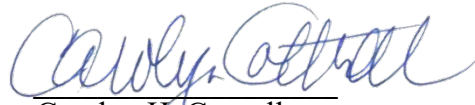
15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff prays for relief as follows:

- 17 a. For the Court to declare, adjudge, and decree that Defendant violated the California
18 Labor Code as alleged herein;
- 19 b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
20 civil penalties provided under the PAGA;
- 21 c. For interest as provided by applicable law;
- 22 d. For an award of reasonable attorneys' fees;
- 23 e. For all costs of suit; and
- 24 f. For such other and further relief as this Court deems just and proper.
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- 26
- 27
- 28

1 Dated: January 13, 2022

Respectfully Submitted,

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4 Carolyn H. Cottrell

Ori Edelstein

Philippe M. Gaudard

5 **SCHNEIDER WALLACE**

6 **COTTRELL KONECKY LLP**

7 *Attorneys for Plaintiff on behalf of the State of*
8 *California and Aggrieved Employees*

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: January 13, 2022

Respectfully Submitted,



Carolyn H. Cottrell
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Philippe M. Gaudard
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

Attorneys for Plaintiff on behalf of the State of California and Aggrieved Employees