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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LARRY CRAFT, individually, and on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

RYDER SYSTEMS, INC., a Florida
corporation; RYDER INTEGRATED
LOGISTICS, INC., a Delaware corporation;
RYDER TRANSPORTATION
SOLUTIONS, LLC, a Florida company; and
DOES 1 to 25, inclusive,

Defendants.

Case No. **23STCV19386**

CLASS ACTION

**CLASS ACTION COMPLAINT AND
REPRESENTATIVE ACTION UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT**

- 1) FAILURE TO PAY AN HOURLY
WAGE FOR ALL HOURS WORKED;**
- 2) FAILURE TO TIMELY PAY WAGES
DURING EMPLOYMENT;**
- 3) FAILURE TO PAY WAGES UPON
TERMINATION OF EMPLOYMENT;**
- 4) FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PRODUCE COPY OF
EMPLOYMENT RECORDS AFTER
REQUESTED;**
- 6) UNLAWFUL COMPETITION AND
UNLAWFUL BUSINESS PRACTICES;
and**
- 7) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Larry Craft (“Plaintiff”), individually, and on behalf of himself and all others
2 similarly situated, files this Class Action Complaint and Representative Action Under the Private
3 Attorneys General Act (the “PAGA”) (this complaint is hereinafter referred to as the “Complaint”)
4 against Defendants Ryder Systems, Inc.; Ryder Integrated Logistics, Inc.; Ryder Transportation
5 Solutions, LLC; and DOES 1 to 25 (collectively, “Defendants”) and alleges as follows:

6 **PRELIMINARY STATEMENT**

7 1. This Complaint is brought as a class action under California Labor Code §§ 200-
8 204, 210, 226, 558, 558.1, 1174(d), 1194, 1198; provisions of Industrial Welfare Commission
9 Wage Order 9-2001 (“Wage Order No. 9”); and California Business & Profession § 17200, *et*
10 *seq.* (the “UCL”). The claims are premised on Defendants’ failure to pay Plaintiff and other
11 similarly-situated employees an hourly wage for all hours worked, failure to timely pay all wages
12 due per pay period, failing to provide accurate wage statements, failure to produce employment
13 records when requested, and failure to pay all wages due upon separation.

14 2. In addition, California Labor Code § 2698, *et seq.* (also known as the “PAGA”)
15 creates specified remedies that are triggered when an employer violates any provision of the
16 California Labor Code specified in § 2699.5. On May 30, 2023, Plaintiff gave notice of these
17 alleged violations to the California Labor and Workforce Development Agency (“LWDA”) and
18 to the agent for service of process for Defendants (the “PAGA Notice,” a true and correct copy
19 of which is attached hereto as **Exhibit A**). Plaintiff did not receive a response from the LWDA
20 and Defendants failed to cure or remedy the alleged violations of the California Labor Codes
21 identified in this Complaint and the PAGA Notice within the requisite statutory period. As a
22 result, Plaintiff hereby includes a claim under the PAGA as mandated by § 2699.3(a)(2)(C).

23 **JURISDICTION AND VENUE**

24 3. This Court has jurisdiction over Defendants’ violations of the California Labor
25 Code and Wage Order No. 9 because the amount in controversy exceeds this Court’s
26 jurisdictional minimum.

27 4. Venue is proper in this district pursuant to California Code of Civil Procedure
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1 section §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in
2 the County of Los Angeles. Defendants' own, maintain offices, transact business, employ
3 Plaintiff, and have an agent or agents within the County of Los Angeles and/or are otherwise
4 found within the County of Los Angeles. Defendants are within the jurisdiction of this Court for
5 purposes of service of process.

6 5. From approximately October 21, 2019 through January 3, 2023, Plaintiff was a
7 resident of Los Angeles County, California and performed work for Defendants within the state
8 of California.

9 **PARTIES**

10 6. Plaintiff is a former employee of Defendants. Defendants employed Plaintiff as a
11 Driver Class A Hourly Touch Daily in the County of Los Angeles and other counties within
12 California.

13 7. Plaintiff is informed and believes, and based thereon alleges, that during the four
14 years prior to the filing of the Complaint and through the present, Defendants did and continue to
15 do business in Los Angeles County.

16 8. The true names and capacities, whether individual, corporate, associate,
17 representative, alter ego or otherwise, of defendants named in this action as DOES 1 through 25
18 inclusive are presently unknown to Plaintiff, who therefore sues such defendants by such
19 fictitious names. Plaintiff will seek to amend this Complaint to allege the true names and
20 capacities of DOES 1 through 25 when the same have been ascertained. Plaintiff is informed and
21 believes, and based thereon alleges, that DOES 1 through 25 were and/or are, in some manner or
22 way, responsible for and liable to Plaintiff and those similarly situated for the events,
23 happenings, and damages set forth below.

24 9. Plaintiff is informed and believes, and based thereon alleges, that at all relevant
25 times mentioned herein, Defendants acted as agents, employees, supervisors, partners,
26 conspirators, servants and/or joint venturers of each other, and in doing the acts hereafter alleged,
27 were acting within the course, scope, and authority of such agency, employment, partnership,
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1 conspiracy, enterprise and/or joint venture, and with the express and/or implied permission,
2 knowledge, consent, authorization and ratification of their co-defendants.

3 **FACTUAL ALLEGATIONS**

4 10. Defendants are a logistics and transportation company. It provides supply chain,
5 dedicated transportation, and commercial fleet management solutions. Defendants manage nearly
6 260,000 commercial vehicles and operates approximately 300 warehouses.¹

7 11. Plaintiff worked for Defendants from October 21, 2019 through January 3, 2023
8 as a Driver Class A Hourly Touch Daily.

9 12. Plaintiff and the class members are all current and former full-time and part-time
10 employees who were employed by Defendants as a Driver Class A Hourly Touch Daily
11 (collectively, the “Class Members”).

12 13. The Class Members were and are engaged in the delivery of, among other things,
13 dry goods, which have traveled from outside California and the United States, into warehouses
14 throughout the State of California. The Class Members drive to these warehouses, load these
15 goods into their trailer, and travel to stores throughout the State of California, and unload these
16 goods at these stores.

17 14. At all relevant times, Plaintiff was compensated at a rate of approximately \$26.00
18 per hour.

19 15. At all relevant times, the Class Members were not paid an hourly wage all hours
20 worked including the time Class Members had to wait to load and offload goods and supplies
21 from their trucks as well as the time loading and unloading goods and supplies from their trucks
22 (the “Load/Offload Time”). As a result of their unlawful uniform pay policies and practices and
23 failure to pay Class Members for the Load/Offload Time, Defendants failed to pay Class
24 Members an hourly wage for all hours worked.

25 16. At all relevant times, Defendants failed and continue to fail to pay Plaintiff and
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27 ¹ See Ryder System, Inc. LinkedIn page ([https://www.linkedin.com/company/ryder-system-](https://www.linkedin.com/company/ryder-system-inc/about/)
28 [inc/about/](https://www.linkedin.com/company/ryder-system-inc/about/)). Last visited August 2, 2023.

1 the Class Members for time spent under employer control. The Class Members were instructed
2 to, among other things, clock out during the Load/Offload Time and use this time as an unpaid
3 break or unpaid meal period. Thus, Class Members were unable to leave the distribution center or
4 warehouse until their trucks were loaded or offloaded. For security reasons, the Class Members
5 were required to monitor their trucks and required to wait and stay close to their trucks during the
6 Load/Offload Time. The Class Members were subjected to Defendants' control during these
7 periods. Under California law, Plaintiff and the Class Members must be paid for all of the time
8 that they were subject to Defendants' control. Accordingly, Plaintiff and Class Members were
9 not being paid at least 30-minutes of time during these periods of Load/Offload Time.

10 17. Under California law, employers must pay employees at least the minimum wage
11 for all hours worked. *See* Cal. Code Regs., Title 8 § 11090. "Hours worked" is defined as "the
12 time during which an employee is subject to the control of an employer and includes all the time
13 the employee is suffered or permitted to work, whether or not required to do so." *Id.* "[A]n
14 employee who is subject to an employer's control does not have to be working during that time
15 to be compensated." *Morrillion v. Royal Packing Co.*, 22 Cal.4th 575, 582 (2000).

16 18. As alleged above, the Class Members did not receive an hourly wage for all hours
17 worked. As a result, the Class Members were not properly paid for all hours worked in violation
18 of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1198, 1199, and Wage Order No. 9.

19 19. As a result of Defendants' unlawful pay policies and practices that resulted in the
20 Class Members receiving an hourly wage for all hours worked, Defendants also intentionally
21 failed and continue to fail to furnish the Class Members with accurate itemized wage statements
22 that reflect the correct amount of hours worked, gross wages and net wages earned, the
23 applicable hourly are for each and every hour worked, and list the correct legal entity that
24 employs the Class Members as required by Labor Code § 226(a). In addition, in violation of
25 Labor Code § 226(b), Defendants failed to produce employment records when requested by
26 Class Members. Consequently, Class Members are entitled to recover penalties under Labor
27 Code § 226(e).

20. Further, as a result of Defendants' failure to pay Class Members for all hours worked, Defendants also failed to pay Class Members all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Accordingly, Class Members would be entitled to recover penalties under Labor Code §§ 201-203.

CLASS ACTION ALLEGATIONS

21. **Class Definition:** Plaintiff brings this action on behalf of himself and the following Class Members pursuant to § 382 of the Code of Civil Procedure:

All of Defendants' full- and part-time employees who worked for Defendants as a Driver Class A Hourly Touch Daily during the four years immediately preceding the filing of the Complaint.

Excluded from the definition of Class Members are non-drivers and warehouse workers employed by Defendants.

22. Plaintiff reserves the right under Rule 1855(b) of the California Rules of Court to amend or modify the class descriptions with greater specificity or to provide further division into subclasses or limitation to particular issues.

23. **Numerosity:** The Class Members are so numerous that joinder of all members is impracticable. Plaintiff is informed and believes that Defendants employed greater than 50 people who satisfy the definition of the Class Members.

24. **Existence of Common Questions of Law and Fact:** Common questions of law and fact exist as to the Class Members including, but not limited to, the following:

- a. Whether Defendants violated California law by failing to pay Class Members at the least the minimum wage for all hours worked;
- b. Whether Defendants violated California law by failing to provide Class Members accurate wage statements;
- c. Whether Defendants violated California law by failing to produce to Class Members a copy of their employment records after requested;
- d. Whether Defendants violated California law by failing to timely pay Class

Members all earned wages and final paychecks due at the time of separation of employment;

e. Whether Defendants' practices constitute an unfair, fraudulent, or unlawful business practice under the UCL;

f. Whether Defendants unlawfully failed to keep and maintain accurate and true records of the hours worked by the Class Members as required by applicable law; and

g. The damages sustained and the proper measure of restitution recoverable by the Class Members.

25. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Class. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform failure to pay Class Members an hourly wage for all hours worked, and Defendants' resulting failure to provide accurate itemized wage statements and to pay for all wages due upon termination. As such, the common questions predominate over individual questions concerning each individual Class Members' showing as to their eligibility for recovery or as to the amount of their damages.

26. **Typicality:** Plaintiff's claims are typical of the Class Members' claims. Plaintiff, like the Class Members, was subjected to Defendants' illegal scheme to maximize profits by depriving its employees of minimum wage compensation, not paying all wages timely during employment, not providing accurate wage statements, and not paying all wages owed at the time of separation of employment.

27. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of the Class Members. Plaintiff has retained counsel competent and experienced in complex class actions, and state labor and employment litigation.

28. **Predominance and Superiority of Class Action:** Questions of law and fact

common to the Class Members predominate over questions affecting only individual members of the class, and a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendants' common and uniform policies and practices illegally deprived Plaintiff and all similarly situated employees of wages; thus, making the question of liability and damages much more manageable and efficient to resolve in a class action, compared to hundreds of individual trials. The damages suffered by individual Class Members are small compared to the expense and burden of individual prosecution. In addition, class certification is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

FIRST CAUSE OF ACTION

FAILURE TO PAY AN HOURLY WAGE FOR ALL HOURS WORKED

(Against all Defendants)

29. Plaintiff and the Class Members reallege and incorporate by reference all preceding paragraphs.

30. Under Labor Code § 1194, employees must be separately paid an hourly wage for each and every hour worked. *Balasanyan v. Nordstrom, Inc.*, 913 F.Supp.2d 1001, 1007 (S.D. Cal. Dec. 20, 2012). A California employer cannot average an employee's compensation over the total number of hours worked to determine compliance with minimum wage obligations. *Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 323-324 (2005) (employees must be compensated the minimum wage for "non-productive time"); *Cardenas v. McLane FoodServices, Inc.*, 796 F.Supp.2d 1246, 1252-1253 (C.D. Cal. Jul. 8, 2011) (employees must be paid a separate hourly rate for pre-and-post shift duties not covered by the piece-rate formula); *Balasanyan, supra*, 913 F.Supp.2d at p. 1007; *Gonzalez v. Downtown LA Motors, LP*, 215 Cal.App.4th 36, 48-49 (2013) (employees paid on a piece-rate basis must be paid a separate hourly rate for "non-repair tasks"). "The *Armenta* line of cases is quite clear: employees must be directly compensated at least minimum wage for all time spent on activities that do not allow them to *directly* earn wages." *Balasanyan, supra*, 913 F.Supp.2d at 1007 (emphasis added). The

1 California Supreme Court has held that commissions earned in one pay period cannot be
2 reassigned to other pay periods to meet California's strict wage and hour requirements. *Peabody*
3 *v. Time Warner Cable, Inc.*, 174 Cal.Rptr.3d 287 (2014), 328 P.3d 1028 (2014).

4 31. The Class Members were at all times subject to California's laws and regulations
5 protecting the employees' entitlement to be paid and presumption to be paid an hourly wage for
6 each and every hour worked.

7 32. As set forth above, California law requires employers, such as Defendants, to pay
8 a separately hourly wage to all non-exempt employees for each and every hour worked. Labor
9 Code § 1194 provides that employees are entitled to wages and compensation for work
10 performed, at the legal rate, including straight time, overtime, and double time.

11 33. Labor Codes §§ 218, 1194(a) and 1194.2(a) provide that an employee who has
12 not been paid the legal wage may recover the unpaid balance and together with attorney's fees
13 and costs of suit, as well as liquidated damages in an amount equal to the wages unpaid and
14 interest thereon.

15 34. At all relevant times herein, Defendants were required to compensate the Class
16 Members for all hours worked pursuant to Labor Code § 1194.

17 35. By uniformly and consistently failing to pay the Class Members during the
18 Load/Offload Time during which the Class Members were still under employer control,
19 Defendants violated the minimum wage requirements as set forth in Labor Code §§ 204, 210,
20 558, and 1194. Class Members were consistently instructed to clock out during the Load/Offload
21 Time, to make it appear they were taking a break or meal period, when in fact, they were
22 required to monitor their trucks and wait close to their trucks during this time. They were still
23 under employer control, but were clocked out and did not receive payment for those time
24 periods. As a result, the Class Members were not paid an hourly wage of at least 30-minutes
25 during the periods of the Load/Offload Time.

26 36. Plaintiff is informed and believes and based thereupon alleges that the result of
27 the unlawful and illegal policy and practice caused damage in the nonpayment of minimum
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wages to the Class Members, in an amount according to proof at trial.

37. Plaintiff is informed and believes that the nonpayment of wages is fixed and ascertainable on a classwide basis such that prejudgment interest on those wages is recoverable.

38. Plaintiff is informed and believes that the nonpayment of minimum wages for all hours worked also entitles the Class Members to attorneys' fees and costs, and liquidated damages in an amount equal to the amount unlawfully unpaid according to Labor Code § 1194.2.

SECOND CAUSE OF ACTION

FIALURE TO PAY WAGES TIMELY DURING EMPLOYENT

(Against all Defendants)

39. Plaintiff and the Class Members reallege and incorporate by reference all preceding paragraphs.

40. Labor Code § 200 provides that "wages" include all amounts of labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, pieces, commission basis, or other method of calculation. Labor Code § 204 states that all wages earned by any person in any employment are payable twice during the calendar month and must be paid not more than seven days following the close of the period when the wages were earned.

41. Labor Code § 210(a) makes employers who violate Labor Code § 204 subject to a penalty of \$100 for any initial failure to timely pay each employee's full wages and \$200 for each subsequent violation, plus 25% of the amount unlawfully withheld.

42. Defendants, as a matter of established practice and/or policy in the State of California, failed to fully pay the Class Members within seven days of the close of bi-weekly or weekly payroll, as required by law.

43. Defendants' pattern, practice, and uniform administration of its corporate policy of not paying all wages due to Class Members for each pay period worked, as described herein, is unlawful and entitles the Class Members to recover, pursuant to Labor Code § 218, the unpaid balance of the compensation owed to them in a civil action and any applicable penalties, attorney

1 fees, and interest owed to them pursuant to Labor Code §§ 204, 210 and 218.5.

2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

4 **(Against all Defendants)**

5 44. Plaintiff and the Class Members reallege and incorporate by reference all
6 preceding paragraphs.

7 45. At all times relevant to this Complaint, the Class Members were employees of
8 Defendants, covered by California Labor Code §§ 201-203.

9 46. Pursuant to California Labor Code §§ 201-203, the Class Members were entitled,
10 upon separation of employment, to timely payment of all wages earned and unpaid prior to
11 separation. Discharged employees were entitled to payment of all wages earned and unpaid prior
12 to discharge immediately upon termination. Employees who resigned were entitled to payment of
13 all wages earned and unpaid prior to resignation within 72 hours after giving notice of
14 resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages
15 earned and unpaid prior to resignation at the time of resignation.

16 47. Defendants failed to pay Plaintiff and the Class Members all wages earned and
17 unpaid prior to separation of employment, in accordance with California Labor Code §§ 201-
18 203. Specifically, in direct violation of Labor Code §§ 201-203, despite that Plaintiff's
19 employment relationship with Defendants terminated, Defendants failed to timely pay Plaintiff
20 all his earned wages in his final paycheck. Plaintiff is informed and believes and thereon alleges
21 that at all relevant times within the limitations period applicable to this cause of action,
22 Defendants maintained a policy or practice of not paying Class Members all earned wages timely
23 upon separation of employment.

24 48. Defendants' failure to pay the Class Members all wages earned prior to separation
25 of employment timely in accordance with California Labor Code §§ 201 and 202 was willful.
26 Defendants had the ability to pay all wages earned by Class Members prior to separation of
27 employment in accordance with California Labor Code §§ 201 and 202, but intentionally adopted
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1 policies or practices incompatible with the requirements of California Labor Code §§ 201 and
2 202. Defendants' practices include failing to pay at least minimum wage for all time worked.
3 When Defendants failed to pay the Class Members all earned wages timely upon separation of
4 employment, they knew what they were doing and intended to do what they did.

5 49. Pursuant to either California Labor Code §§ 201 or 202, the Class Members are
6 entitled to all wages earned prior to separation of employment that Defendants did not pay them.

7 50. Pursuant to California Labor Code § 203, the Class Members are entitled to
8 continuation of their wages, from the day they earned and unpaid wages were due upon
9 separation until paid, up to a maximum of 30 days.

10 51. As a result of Defendants' conduct, the Class Members have suffered damages in
11 an amount, subject to proof, to the extent they were not paid for all wages earned prior to
12 separation.

13 52. As a result of Defendants' conduct, the Class Members have suffered damages in
14 an amount, subject to proof, to the extent they were not paid all continuation wages owed under
15 California Labor Code § 203.

16 53. The Class Members are entitled to recover the full amount of their unpaid wages,
17 continuation wages under § 203, interest thereon, and attorney's fees and costs.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

20 **(Against all Defendants)**

21 54. Plaintiff and the Class Members reallege and incorporate by reference all
22 preceding paragraphs.

23 55. Labor Code § 226(a) requires Defendants, "semimonthly or at the time of each
24 payment of wages," to furnish their workers with "an accurate itemized statement in writing"
25 showing gross and net wages earned, total hours worked by the employee, rates of pay, and the
26 correct entity that employs them. Defendants knowingly and intentionally failed to provide its
27 workers with such timely and accurate wage-and-hour statements.

1 56. Class Members suffered injury as a result of Defendants’ knowing and intentional
2 failure to provide their workers with the wage-and-hour statements required by law.

3 57. Under Labor Code § 226(e) and (t), and based on Defendants’ conduct as alleged
4 herein, Class Members are entitled to (a) \$50 for the initial pay period in which a wage and hour
5 statement violation occurred, and \$100 per employee for each violation in a subsequent pay
6 period, not exceeding an aggregate penalty of four thousand dollars \$4,000; (b) injunctive relief
7 to ensure Defendants’ compliance with Labor Code § 226; and (c) an award of costs and
8 reasonable attorney’s fees.

9 58. Moreover, as a result of Defendants’ conduct, Class Members have suffered
10 actual damages in that, among other things, the lack of accurate wage statements hindered them
11 from determining the correct amount of wages owed to them and what legal entity employed
12 them. The absence of accurate wage statements has caused Class Members time, money, and
13 energy in attempting to reconstruct time and pay records and resulted in the submission by
14 Defendants of inaccurate information about hours worked and wages earned. As a result of
15 Defendants’ failure to provide Class Members with timely and accurate wage statements, they
16 are entitled to recover the aggregate sum according to proof, of all actual damages they suffered,
17 and attorney’s fees and costs.

18 59. Defendants’ conduct also entitles Class Members to seek preliminary and
19 permanent injunctive relief including, but not limited to, an order that it issue wage-and-hour
20 statements to their workers that comply with Labor Code § 226.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PRODUCE COPY OF EMPLOYMENT RECORDS AFTER REQUESTED**

23 **(Against all Defendants)**

24 60. Plaintiff and the Class Members reallege and incorporate by reference all
25 preceding paragraphs.

26 61. Labor Code § 226(b) provides that an employer must “afford current and former
27 employees the right to inspect or copy records pertaining to their employment, upon reasonable
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request to the employer.”

62. Labor Code § 226(c) provides that “[a]n employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.”

63. Moreover, Labor Code § 226(f) provides that “[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee...to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.”

64. Labor Code § 226(h) provides that “[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s fees.”

65. Plaintiff requested his employment records, including wage statements, from Defendants in writing. Defendants only partially responded to Plaintiff’s request.

66. Based on information and belief, Plaintiff alleges that Defendants have a uniform policy and practice of violating Labor Code § 226(b) and not only Plaintiff, but other Class Members have suffered harm and actual damages due to Defendants’ violation of Labor Code § 226(b).

67. As a result of Defendants’ failure to produce to Class Members a copy of their employment records when requested, they are entitled to recover the aggregate sum according to proof, of all actual damages they suffered, and attorney’s fees and costs. Defendants’ conduct also entitles Class Members to seek preliminary and permanent injunctive relief.

SIXTH CAUSE OF ACTION

VIOLATIONS OF THE UCL

(Against all Defendants)

68. Plaintiff and the Class Members reallege and incorporate by reference all preceding paragraphs.

69. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, including, to wit, by: (a) failing to pay all minimum wages for all hours worked in violation of §§ 1194, 1197 and 1198; (b) failure to provide accurate wage statements; and (c) failing to remunerate all employees for all wages due upon separation of employment in violation of §§ 201-203.

70. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

71. Plaintiff seeks, individually and on behalf of the Class Member, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

72. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving the Class Members the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

SEVENTH CAUSE OF ACTION

VIOLATIONS OF THE PAGA

(Against all Defendants)

73. Plaintiff and the Class Members reallege and incorporate by reference all preceding paragraphs.

74. Labor Code § 2698, *et seq.* (the PAGA) creates specified remedies that are triggered when an employer violates any provision of the Labor Code specified in Labor Code § 2699.5.

75. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendants failed to comply with their statutory obligations to pay Plaintiff and aggrieved employees all wages they were due according to the applicable

California Labor Code sections set forth herein and Wage Order No. 9. Defendants' illegal actions give rise to statutory penalties including, but not limited to, penalties provided by, and pursuant to, Labor Code §§ 201-204, 210, 226, 558, 558.1, 1174(d), 1194, and other Labor Code sections identified in the PAGA Notice.

76. Pursuant to Labor Code § 2699(f), for all provisions of the Labor Code that do not have a civil penalty specifically specified, there is an established civil penalty for a violation of the provisions as follows: \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation.

77. Labor Code § 558 mandates a penalty be assessed against any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of the chapter starting with Labor Code § 500, *et seq.* or any provision regulating hours and days of work in any order of the Industrial Welfare Commission as follows: \$50 for the first pay period in which the employee is underpaid; and, for each subsequent violation, \$100 for each pay period in which the employee is underpaid. The civil penalties so provided in this section are in addition to any other civil penalties provided by law.

78. Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the California Labor Code.

79. On May 30, 2023, Plaintiff gave notice of these claims to the LWDA and to the agent for service of process for Defendants. Plaintiff did not receive any response from the LWDA indicating that it intends to investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the PAGA. Attached to this Complaint as **Exhibit A** is a true and correct copy of Plaintiff's PAGA Notice, which he hereby incorporates by reference.

80. Plaintiff will seek recovery of civil penalties per pay period during the relevant PAGA time period for Plaintiff and each "aggrieved employee" in an amount according to proof, subject to Court approval as set forth in Labor Code § 2699.

81. Plaintiff will seek recovery of attorneys' fees and costs pursuant to Labor Code § 2699(g) and/or Code of Civil Procedure § 1021.5 to the extent enforcement of California's labor

laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code § 90.5, in an amount according to proof and subject to Court approval.

82. As provided above, Plaintiff has completed all administrative prerequisites to seeking the penalties for Labor Code violations provided by the PAGA (including Labor Code § 558).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of the Class Members, requests this Court grant the following relief in Plaintiff's and the Class Members' favor, and against Defendants:

- A. For an order certifying the proposed class as defined herein;
- B. For an order appointing Plaintiff as the representative of the class as described herein;
- C. For the Court to declare and find Defendants committed
violated the minimum wage, wage statement, and timely wage payment
requirements of California law.
- D. For the Court to award damages and/or restitution in the amounts of all unpaid
minimum wages, statutory and civil penalties, and waiting-time penalties due and
owed to Plaintiff and the Class Members;
- E. For the Court to award compensatory damages, including liquidated damages
pursuant to Cal. Lab. Code § 1194.2, in amounts to be determined at trial;
- F. For the Court to award civil penalties to Plaintiff and aggrieved employees pursuant
to Cal. Lab. Code §§ 558 and 2699(f) and for other penalties under the PAGA as
allowed and as the Court deems appropriate;
- G. For the Court to award prejudgment and post-judgment interest on any damages
awarded;

- 1 H. For the Court to award all interest, attorneys' fees and costs as provided by Cal.
2 Lab. Code §§ 218.5, 226, 1194, 2802, and Code of Civil Procedure § 1021.5;
3 I. For the Court to provide a reasonable service award to Plaintiff to compensate him
4 for the time he spent attempting to recover wages for the Class Members and for the
5 risks he took in doing so; and
6 J. Such other relief as this Court deems just and proper.
7

8 Dated: August 14, 2023

KABATECK LLP

9
10 By: 

Brian S. Kabateck
Marina R. Pacheco
Jerusalem F. Beligan
Sheri R. Lalehzarian

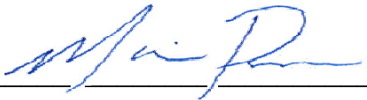
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14 Attorneys for Plaintiff and Putative Class
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff and the Class Members demand a jury trial on all causes of action and claims
3 with respect to which they each have a constitutional right to a jury trial.
4

5 Dated: August 14, 2023

KABATECK LLP

6
7 By: 

8 Brian S. Kabateck
9 Marina R. Pacheco
10 Jerusalem F. Beligan
11 Sheri R. Lalehzarian

12 Attorneys for Plaintiff and Putative Class
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Exhibit A



May 30, 2023

Via Online Filing

Labor & Workforce Development Agency
800 Capital Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Via Certified Mail (Return Receipt Requested)

Ryder Integrated Logistics of California
Contractors, LLC
11690 NW 105th St.
Miami, FL 33178

Ryder Integrated Logistics of California, LLC
11690 NW 105th St.
Miami, FL 33178

Ryder Integrated Logistics, Inc.
11690 NW 105th St.
Miami, FL 33178

Ryder Systems, Inc.
11690 N.W. 105th St.
Miami, FL 33178

Re: Notice Pursuant to the Private Attorneys General Act, Cal. Lab. Code § 2699.3 (the “PAGA”) Regarding Claims of Larry Craft, individually and on behalf of all aggrieved employees of Ryder Integrated Logistics of California Contractors, LLC, Ryder Integrated Logistics of California, LLC, Ryder Integrated Logistics, Inc., and Ryder Systems, Inc.

Dear Sir or Madam:

Claimant Larry Craft (“Claimant”) has retained my firm to represent himself and other similarly situated current and former employees of Respondents Ryder Integrated Logistics of California Contractors, LLC, Ryder Integrated Logistics of California, LLC, Ryder Integrated Logistics, Inc., and Ryder Systems, Inc. (“Respondents”) for alleged violations of California’s Labor Codes.

Claimant is a former employee of Respondents. Respondents employed and continue to employ other similarly situated employees as nonexempt, hourly drivers or comparable positions throughout California (collectively with Claimant, the “Aggrieved Employees”). As will be explained in detail below, Claimant alleges that Respondents violated and continues to violate numerous California Labor Codes; thus, entitling the Aggrieved Employees to penalties under the PAGA.



This letter serves to inform Respondents of Claimant's intent to file a class action lawsuit and bring a cause of action for violations of the PAGA for Respondents' failing to pay an hourly wage for all hours worked, failing to timely pay all wages due per pay period, failing to provide accurate wage statements, failing to comply with § 226(b), and failing to pay all wages due upon separation. During the relevant time period, and as will be alleged in the complaint, Respondents failed to pay all regular wages owed for all hours worked, did not timely pay all wages owed each pay period, failed to provide accurate wage statements, and failed to pay all earned wages due upon separation. As a result, Respondents violated, among other statutes and regulations, Labor Code §§ 201-204, 210, 226, 558, 558.1, 1174(d), 1194, and provisions of Industrial Welfare Commission Wage Order 9-2001 ("Wage Order No. 9").

Claimant is informed and believes that said violations are ongoing, systematic and uniform. If Respondents fail to cure these alleged violations on a representative basis, as stated above, Claimant will file a complaint and bring an action against Respondents under the PAGA to recover penalties as provided by California law.

Facts and Theories to Support the Alleged Labor Code Violations

A. Respondents do not pay the Aggrieved Employees an hourly wage for each and every hour worked.

At all times relevant, pursuant to Labor Code §§ 1197 and 1198, it is unlawful for an employer to pay less than the wage established by law or to employ persons in excess of the hours fixed by the IWC or under conditions prohibited by Wage Order No. 9.

At all times relevant, Labor Code § 1194(a) provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

At all times relevant, Labor Code § 510 provides for payment of a minimum wage regardless of the number of hours worked.

At all times relevant, Labor Code § 558 provides, in pertinent part, "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the [IWC] shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee."



Labor Code § 204 provides, in pertinent part, that “[a]ll wages ... earned by any person in any employment, are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” It further provides that “[l]abor performed between the 1st and 15th days ... of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day ... of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Labor Code § 210 provides, in pertinent part, that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Section[] ... 204 ... shall be subject to a penalty ...” That statute further states that “[a]n employee is ... entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.” At all times relevant, Labor Code § 210 provides, in pertinent part, that “every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

At all times relevant, Labor Code § 218 provides in pertinent part, “...Nothing in this article shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due him under this article.”

Here, Respondents violated Labor Code §§ 204, 210, 558, and 1194. Specifically, Respondents do not pay the Aggrieved Employees for the time waiting to load and offload goods and supplies from their trucks and the time loading and unloading goods and supplies from their trucks (the “Unpaid Load/Offload Time”). The Aggrieved Employees were instructed to, among other things, clock out during the Unpaid Load/Offload Time and supposedly use this time as an unpaid break or unpaid meal period, even though they were subject to the control of Respondents. Indeed, they could not leave the distribution center or warehouse until their trucks were loaded or offloaded and Aggrieved Employees could not leave their trucks and were required to monitor their trucks during the Unpaid Load/Offload Time. As a result, the Aggrieved Employees were not being paid for the Unpaid Load/Offload Time and therefore not receiving an hourly wage for each and every hour worked as required by the California Labor Code.

B. Respondents failed to furnish accurate wage statements to the Aggrieved Employees.

At all times relevant, Labor Code § 226 requires Respondents to “furnish each of [its] employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an itemized statement in



writing showing: (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid,...(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.”

Labor Code § 226(b) provides, in relevant part, that an employer must “afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.” Labor Code § 226(c) provides, in relevant part, that “[a]n employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” Labor Code § 226(f) provides, in relevant part, that “[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee...to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.” Labor Code § 226(h) provides that “[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s fees.”

Here, Respondents violated Labor Code § 226, subdivisions (a) and (b). Respondents have a uniform policy and practice to violate said Labor Code by failing to account for the Unpaid Load/Offload Time worked by the Aggrieved Employees, and by failing to provide Claimant and the Aggrieved Employees their records when requested.¹ As a result, Respondents violated the wage statement requirements of Labor Code § 226, subdivision (a), by failing to accurately record the Aggrieved Employees’ respective (1) gross wages earned, (2) total hours worked, (3) net wages earned, (4) all applicable hourly rates and the corresponding number of hours worked at each hourly rate, and (5) the correct name and address of the legal entity that employs the Aggrieved Employees, and subdivision (b), by failing to provide Claimant and the Aggrieved Employees their records when requested.

C. Respondents failed to pay all wages due to the former Aggrieved Employees upon termination.

At all times relevant, Labor Code § 200 defines “wages” as including all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

At all times relevant, Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable

¹ On January 31, 2023, Claimant in writing requested his records, including wage statements. According to Claimant, Respondents only partially responded to Claimant’s request.



immediately.

At all times relevant, Labor Code § 202 provides that if employees not having a written contract for a definite period quits their employment, their wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

Here, Respondents violated Labor Code §§ 200-203. When former Aggrieved Employees' employment with Respondents ended, Respondents failed to pay them all of their earned wages as detailed above, immediately upon their discharge or within 72 hours thereafter. In addition, Respondents failed to pay the waiting time penalties to which the Aggrieved Employees are entitled.

D. Respondents failed and continue to fail to maintain records of all hours worked by Aggrieved Employees.

Labor Code § 1174(d) provides that every person employing labor in this state shall "... [k]eep, at a central location in the state or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to ... employees employed at the respective plants or establishments." It further states that "[t]hese records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years."

As alleged above, the Aggrieved Employees routinely worked hours for which they were not paid the appropriate hourly wage. Because of their unlawful policies and practices, Respondents violated Labor Code § 1174(d).

Conclusion

Respondents violated and continue to violate several California Labor Code provisions. Claimant provides notice of these alleged violations under PAGA's provisions and request the LWDA to investigate these alleged Labor Code violations. Alternatively, Claimant requests the LWDA to inform him if it does not intend to investigate these violations, so he may file the complaint to include the violations discussed in this letter.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact my office.



Sincerely,

KABATECK LLP

Marina R. Pacheco, Esq.

cc: Jerusalem F. Beligan, Esq.

jfb@kbklawyers.com

Sheri R. Lalehzarian, Esq.

sl@kbklawyers.com