

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (State Bar #068687)

3 Kyle R. Nordrehaug (State Bar #205975)

4 Aparajit Bhowmik (State Bar #248066)

5 Nicholas J. De Blouw (State Bar #280922)

6 Victoria B. Rivapalacio (State Bar #275115)

7 victoria@bamlawca.com

8 2255 Calle Clara

9 La Jolla, CA 92037

10 Telephone: (858)551-1223

11 Facsimile: (858) 551-1232

12 Website: www.bamlawca.com

13 *Attorneys for Plaintiffs*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

16 ANGEL MARTINEZ and PEDRO
17 RAMBLAS, on behalf of the State of
18 California, as private attorneys general,

19 Plaintiffs,

20 vs.

21 ROADRUNNER TRANSPORTATION
22 SERVICES, INC., a Corporation; and DOES
23 1 through 50, inclusive,

24 Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

8/22/2024 4:03 PM

By: Janelle Martinez, DEPUTY

CIVSB2426034

Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

1 Plaintiffs Angel Martinez and Pedro Ramblas (“PLAINTIFFS”), on behalf of the people
2 of the State of California and as “aggrieved employees” acting as private attorneys general
3 under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only,
4 allege on information and belief, except for their own acts and knowledge which are based on
5 personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFFS bring this action against Roadrunner Transportation Services, Inc.
8 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of
9 all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFFS do
10 **not seek to recover anything other than penalties as permitted by California Labor Code**
11 **§ 2699.** To the extent that statutory violations are mentioned for wage violations, PLAINTIFFS
12 do not seek underlying general and/or special damages for those violations, but simply the civil
13 penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFFS to bring an action
15 on behalf of themselves and on behalf of others for PAGA penalties *only*, which is the precise
16 and sole nature of this action.

17 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFFS are not suing in their individual capacity; they are proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees,
24 including themselves and other aggrieved employees. Nothing in this complaint should be
25 construed as PLAINTIFFS suing in their individual capacity.

26 5. DEFENDANT, in order to service their customers, hires workers to aid
27 DEFENDANT in providing transportation services. The cost, as proscribed by law, of the
28 personnel hired to work for DEFENDANT, includes not only the pay and overtime pay of these

1 employees but the cost of the employer's share of tax payments to the federal and state
2 governments for income taxes, social security taxes, medicare insurance, unemployment
3 insurance and payments for workers' compensation insurance ("Business Related Expenses").
4 To avoid the payment of these legally proscribed Business Related Expenses to the fullest extent
5 possible, DEFENDANT devised a scheme to place the responsibility for the payment of these
6 costs and expenses of DEFENDANT on the shoulders of PLAINTIFFS and other Truck
7 Drivers. As employer, DEFENDANT is legally responsible for the payment of all these
8 Business Related Expenses. This lawsuit is brought on behalf of the Truck Drivers and other
9 similar job titles for persons who worked for DEFENDANT in California and were classified
10 as independent contractors, in order to collect the wages due them as employees of
11 DEFENDANT, the cost of the employer's share of payments to the federal and state
12 governments for income taxes, social security taxes, medicare insurance, unemployment
13 insurance and payments for workers' compensation insurance, plus penalties and interest.

14 15 **THE PARTIES**

16 6. DEFENDANT at all relevant times mentioned herein conducted and continues
17 to conduct substantial and regular business in the State of California.

18 7. DEFENDANT is a freight transportation arrangement company.

19 8. Plaintiff Martinez was employed by DEFENDANT as a Truck Driver from June
20 of 2017 to September of 2023 and was classified by DEFENDANT as an independent
21 contractor during her entire employment with DEFENDANT.

22 9. Plaintiff Ramblas was employed by DEFENDANT as a Truck Driver from July
23 of 2015 to August of 2023 and was classified by DEFENDANT as an independent contractor
24 during her entire employment with DEFENDANT.

25 10. California Labor Code Section 226.8 provides that “[i]t is unlawful for any
26 person or employer to engage in . . . [w]illful misclassification of an individual as an
27 independent contractor.” The penalty for willful misclassification of employees is a “civil
28 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand

1 dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by
2 law.” It is further provided that, in the event that an employer is found to have engaged in “a
3 pattern or practice of these violations,” the penalties increase to “not less than ten thousand
4 dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation,
5 in addition to any other penalties or fines permitted by law.” Cal. Labor Code § 226.8.

6 11. Here, DEFENDANT has willfully misclassified PLAINTIFFS, Truck Drivers and
7 other similarly situated persons with similar job titles collectively referred herein as Truck
8 Drivers as described in Cal. Labor Code § 226.8 and Labor Code Section 2750.3, and further,
9 that DEFENDANT has engaged in a “pattern or practice” of such violations as contemplated
10 by the California Labor Code.

11 12. Upon hire, the position of a Truck Driver was represented by DEFENDANT to
12 PLAINTIFFS and the other Truck Drivers as an independent contractor position capable of
13 paying a flat rate for time worked for DEFENDANT. PLAINTIFFS and other Truck Drivers
14 were paid a flat rate to perform services on DEFENDANT’s behalf.

15 13. To perform their job duties, the PLAINTIFFS and the other Truck Drivers
16 performed work subject to the control of DEFENDANT in that DEFENDANT had the authority
17 to exercise complete control over the work performed and the manner and means in which the
18 work was performed. DEFENDANT provided the customers and DEFENDANT provided the
19 instructions as to how to perform their services.

20 14. California Labor Code § 3357 defines “employee” as “every person in the service
21 of an employer under any appointment or contract of hire or apprenticeship, express or implied,
22 oral or written, whether lawfully or unlawfully employed.” In addition to the California Labor
23 Code’s presumption that workers are employees, the California Supreme Court has determined
24 the most significant factor to be considered in distinguishing an independent contractor from
25 an employee is whether the *employer or principal has control or the right to control the work*
26 *both as to the work performed and the manner and means in which the work is performed.*
27 DEFENDANT heavily controlled both the work performed and the manner and means in which
28 PLAINTIFFS and the other Truck Drivers performed their work in that:

1 (a) PLAINTIFFS and other Truck Drivers were not involved in a distinct
2 business, but instead were provided with instructions as to how to perform their work and the
3 manner and means in which the work was to be performed by means of DEFENDANT's
4 manuals and written instructions;

5 (b) PLAINTIFFS and other Truck Drivers were continuously provided with
6 training and supervision, including following DEFENDANT's company documents and
7 received training from DEFENDANT as to how and in what way to perform services;

8 (c) DEFENDANT set the requirements as to what policies and procedures all
9 of the Truck Drivers were to follow;

10 (d) PLAINTIFFS and other Truck Drivers had no opportunity for profit or loss
11 because DEFENDANT only paid these employees a flat rate based on the loads they delivered
12 for DEFENDANT and DEFENDANT controlled and assigned the weekly schedules
13 PLAINTIFFS and other Truck Drivers were required to work. DEFENDANT also controlled
14 which Truck Drivers would receive a particular assignment;

15 (e) PLAINTIFFS and other Truck Drivers performed transportation services
16 which is part of DEFENDANT's principal business and is closely integrated with and essential
17 to the employer's business of providing transportation services to their customers;

18 (f) PLAINTIFFS and other Truck Drivers performed the work themselves and
19 did not hire others to perform their work for them;

20 (g) PLAINTIFFS and other Truck Drivers did not have the authority to make
21 employment-related personnel decisions;

22 (h) PLAINTIFFS and other Truck Drivers performed their work in a particular
23 order and sequence in accordance with DEFENDANT's company policy; and,

24 (i) DEFENDANT had the "right" to control every critical aspect of
25 DEFENDANT's daily services in that DEFENDANT provided step-by-step instructions to
26 PLAINTIFFS and other Truck Drivers as to the entire process of assisting clients.
27 PLAINTIFFS and other Truck Drivers provided services ONLY for DEFENDANT's
28 customers, which DEFENDANT controlled via the company's technology.

1 15. As a result, stripped of all the legal fictions and artificial barriers to an honest
2 classification of the relationship between PLAINTIFFS and all the other Truck Drivers on the
3 one hand, and DEFENDANT on the other hand, PLAINTIFFS and all the other Truck Drivers
4 are and were employees of DEFENDANT and not independent contractors of DEFENDANT
5 and should therefore be properly classified as non-exempt, hourly employees.

6 16. PLAINTIFFS, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to
9 themselves and all individuals who are or previously were employed by DEFENDANT in
10 California as a Truck Driver and who were classified as independent contractors
11 (“AGGRIEVED EMPLOYEES”) during the time period of May 9, 2023 until a date as
12 determined by the Court (the "PAGA PERIOD").

13 17. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
14 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
15 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
16 DEFENDANT’s violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210,
17 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3 *et*
18 *seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
19 California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and
20 the applicable Wage Order(s). Based upon the foregoing, PLAINTIFFS and all
21 AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code §
22 2699, *et seq.*

23 18. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
25 presently unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious
26 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
27 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
28

1 they are ascertained. PLAINTIFFS are informed and believe, and based upon that
2 information and belief allege, that the Defendants named in this Complaint, including DOES
3 1 through 50, inclusive, are responsible in some manner for one or more of the events and
4 happenings that proximately caused the injuries and damages hereinafter alleged.

5 19. The agents, servants and/or employees of the Defendants and each of them
6 acting on behalf of the Defendants acted within the course and scope of his, her or its
7 authority as the agent, servant and/or employee of the Defendants, and personally
8 participated in the conduct alleged herein on behalf of the Defendants with respect to the
9 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
10 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFFS and
11 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
12 conduct of the Defendants' agents, servants and/or employees.

13 14 THE CONDUCT

15 20. The finite set of tasks required of PLAINTIFFS and the other AGGRIEVED
16 EMPLOYEES as defined by DEFENDANT was executed by them through the performance
17 of non-exempt labor.

18 21. Although PLAINTIFFS and the other AGGRIEVED EMPLOYEES
19 performed non-exempt labor subject to DEFENDANT's complete control over the manner
20 and means of performance, DEFENDANT instituted a blanket classification policy, practice
21 and procedure by which all of these AGGRIEVED EMPLOYEES were classified as
22 "independent contractors" exempt from compensation for overtime worked, meal breaks and
23 rest breaks, and reimbursement for business related expenses. By reason of this uniform
24 misclassification, the AGGRIEVED EMPLOYEES were also required to pay
25 DEFENDANT 's share of payroll taxes and mandatory insurance premiums. As a result of
26 this uniform misclassification practice, policy and procedure applicable to PLAINTIFFS and
27 the other AGGRIEVED EMPLOYEES who performed this work for DEFENDANT,
28 DEFENDANT committed acts of unfair competition in violation of the California Unfair

1 Competition law, Cal. Bus. & Prof. Code §§ 17200, (the "UCL"), by engaging in a
2 company-wide policy, practice and procedure which uniformly failed to properly classify
3 PLAINTIFFS and the other AGGRIEVED EMPLOYEES as employees and thereby failed
4 to pay them overtime wages for overtime worked, reimbursement of business related
5 expenses, failed to provide them with meal and rest breaks, and failed to reimburse these
6 employees for the employer's share of payroll taxes and mandatory insurance. The proper
7 classification of these employees is DEFENDANT's burden. As a result of DEFENDANT's
8 intentional disregard of the obligation to meet this burden, DEFENDANT violated the
9 California Labor Code and regulations promulgated thereunder as herein alleged.
10 DEFENDANT did not have in place a policy, practice or procedure that provided meal
11 and/or rest breaks to PLAINTIFFS and AGGRIEVED EMPLOYEES as evidenced by
12 DEFENDANT's business records which contain no record of these breaks.

13 22. DEFENDANT, as a matter of law, has the burden of proving that employees
14 are properly classified and that DEFENDANT otherwise complies with applicable laws.
15 DEFENDANT, as a matter of corporate policy, erroneously and unilaterally classified all the
16 AGGRIEVED EMPLOYEES as independent contractors.

17 23. PLAINTIFFS and all the AGGRIEVED EMPLOYEES are and were
18 uniformly classified and treated by DEFENDANT as independent contractors at the time of
19 hire and thereafter, DEFENDANT failed to take proper steps to determine whether the
20 PLAINTIFFS and the AGGRIEVED EMPLOYEES are properly classified under the
21 applicable Industrial Welfare Commission Wage Order and Cal. Lab. Code § 510 as exempt
22 from applicable labor laws. Since DEFENDANT affirmatively and willfully misclassified
23 PLAINTIFFS and AGGRIEVED EMPLOYEES in compliance with California labor laws,
24 DEFENDANT's practices violated and continue to violate California law. In addition,
25 DEFENDANT acted deceptively by falsely and fraudulently classifying PLAINTIFFS and
26 each AGGRIEVED EMPLOYEE as independent contractors when DEFENDANT knew or
27 should have known that this classification was false and not based on known facts.
28 DEFENDANT also acted deceptively by violating the California labor laws, and as a result

1 of this policy and practice, DEFENDANT also violated the UCL. In doing so,
2 DEFENDANT cheated the competition by paying the AGGRIEVED EMPLOYEES less
3 than the amount competitors paid who complied with the law and cheated the AGGRIEVED
4 EMPLOYEES by not paying them in accordance with California law.

5 24. As a result of their rigorous work schedules, PLAINTIFFS and other
6 AGGRIEVED EMPLOYEES were from time to time unable to take off duty meal breaks
7 and were not fully relieved of duty for meal periods. PLAINTIFFS and other AGGRIEVED
8 EMPLOYEES were required from time to time to perform work as ordered by
9 DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal
10 break. Further, DEFENDANT failed to provide PLAINTIFFS and AGGRIEVED
11 EMPLOYEES with a second off-duty meal period from time to time in which these
12 employees were required by DEFENDANT to work ten (10) hours of work. PLAINTIFFS
13 and the other AGGRIEVED EMPLOYEES therefore forfeited meal breaks without
14 additional compensation and in accordance with DEFENDANT's strict corporate policy and
15 practice.

16 25. During the PAGA PERIOD, PLAINTIFFS and other AGGRIEVED
17 EMPLOYEES were also required from time to time to work in excess of four (4) hours
18 without being provided ten (10) minute rest periods. Further, these employees were denied
19 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
20 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
21 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
22 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
23 hours or more from time to time. PLAINTIFFS and other AGGRIEVED EMPLOYEES
24 were also not provided with one hour wages in lieu thereof. As a result of their rigorous
25 work schedules, PLAINTIFFS and other AGGRIEVED EMPLOYEES were from time to
26 time denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

27 26. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
28

1 PLAINTIFFS and the other AGGRIEVED EMPLOYEES for required business expenses
2 incurred by PLAINTIFFS and other AGGRIEVED EMPLOYEES in direct consequence of
3 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
4 2802, employers are required to indemnify employees for all expenses incurred in the course
5 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
6 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
7 employee in direct consequence of the discharge of his or her duties, or of his or her
8 obedience to the directions of the employer, even though unlawful, unless the employee, at
9 the time of obeying the directions, believed them to be unlawful."

10 27. In the course of their employment PLAINTIFFS and other AGGRIEVED
11 EMPLOYEES as a business expense, are required by DEFENDANT to use personal cellular
12 phones and their home offices as a result of and in furtherance of their job duties as
13 employees for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for
14 the cost associated with the use of the personal cellular phones and personal vehicles for
15 DEFENDANT's benefit. In order to work as a Truck Driver for DEFENDANT,
16 PLAINTIFFS and other AGGRIEVED EMPLOYEES are required to communicate with
17 DEFENDANT and as such it is mandatory to have a cell phone that is compatible to remain
18 in constant contact with DEFENDANT and DEFENDANT's customers. As a result, in the
19 course of their employment with DEFENDANT, PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES incurred unreimbursed business expenses which include, but are not limited
21 to, costs related to the use of their personal cellular phones and personal vehicle expenses all
22 on behalf of and for the benefit of DEFENDANT.

23 28. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
24 other Awith complete and accurate wage statements which failed to show, among other
25 things, the correct amount of time worked, including, work performed in excess of eight (8)
26 hours in a workday and/or forty (40) hours in any workweek, and correct amount of net
27 and/or gross wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish
28 each of his or her employees with an accurate itemized wage statement in writing showing,

1 among other things, gross wages earned and all applicable hourly rates in effect during the
2 pay period and the corresponding amount of time worked at each hourly rate. As a result,
3 DEFENDANT provided PLAINTIFFS and the other AGGRIEVED EMPLOYEES with
4 wage statements which violated Cal. Lab. Code § 226.

5 29. By reason of this conduct applicable to PLAINTIFFS and all the AGGRIEVED
6 EMPLOYEES, DEFENDANT engage in a company-wide policy, practice and procedure
7 which failed to correctly classify PLAINTIFFS and the AGGRIEVED EMPLOYEES as
8 employees. The proper classification of these employees is DEFENDANT's burden. As a
9 result of DEFENDANT's intentional disregard of the obligation to meet this burden,
10 DEFENDANT failed to pay all required overtime compensation for work performed by
11 PLAINTIFFS and other AGGRIEVED EMPLOYEES and violated the California Labor
12 Code and regulations promulgated thereunder as herein alleged.

13 30. All of the conduct and violations alleged herein occurred during the PAGA
14 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
15 PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations
16 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
17 2018 AJDAR 12157 (Certified for Publication 12/19/18).

18 19 **JURISDICTION AND VENUE**

20 31. This Court has jurisdiction over this Action pursuant to California Code of
21 Civil Procedure, Section 410.10.

22 32. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395
23 and 395.5, because PLAINTIFFS reside in this County and DEFENDANT (i) currently
24 maintains and at all relevant times maintained its principal offices and facilities in this
25 County and/or conducts substantial business in this County, and (ii) committed the wrongful
26 conduct herein alleged in this County against PLAINTIFFS and other AGGRIEVED
27 EMPLOYEES.
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

7
8
9
10
11
12
13
14
15
16
17
18

24
25
26
27
28

1 PLAINTIFFS to add these allegations to the Complaint has expired. As a result, pursuant to
2 Section 2699.3, PLAINTIFFS may now commence a representatives civil action under
3 PAGA pursuant to Section 2699 as the proxies of the State of California with respect to all
4 AGGRIEVED EMPLOYEES as herein defined.

5 37. The policies, acts and practices heretofore described were and are an unlawful
6 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
7 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
8 record and provide legally required meal and rest periods,(c) failed to pay minimum wages,
9 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
10 (f) failed to provide wages when due, and (g) failed to provide suitable seating, all in
11 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204
12 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
13 1198, 2750.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040,
14 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure
15 to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil
16 penalties as a result of such conduct.¹ PLAINTIFFS hereby seek recovery of only civil
17 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
18 representatives of the State of California for the illegal conduct perpetrated on PLAINTIFFS
19 and the AGGRIEVED EMPLOYEES.

20 21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
23 severally, as follows:

- 24 1. On behalf of the State of California and with respect to all AGGRIEVED
25 EMPLOYEES:
26 A) Recovery of civil penalties as prescribed by the Labor Code Private

27
28 ¹Plaintiffs specifically exclude and/or do not allege any claims under California Labor
Code §558(a)(3).

1 Attorneys General Act of 2004; and,

2 B) An award of attorneys' fees and cost of suit, as allowable under the
3 law, including, but not limited to, pursuant to Labor Code §2699.

4 Dated: August 22, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
5 LLP

6
7 By: /s/ Nicholas De Blouw
8 Norman B. Blumenthal
9 Kyle R. Nordrehaug
10 Nicholas J. De Blouw
11 *Attorneys for Plaintiffs*
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

May 9, 2024

CA3050

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Roadrunner Transportation Services, Inc.
Certified Mail #9589071052700298442848
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who worked for Roadrunner Transportation Services, Inc. in California as a Truck Driver and who were classified as independent contractors during the time period of May 9, 2023 until a date as determined by the Court. Our offices represent Angel Martinez and Pedro Ramblas (“Plaintiffs”), and other Aggrieved Employees in a lawsuit against Roadrunner Transportation Services, Inc. (“Defendant”). Plaintiff Martinez was employed by Defendant as a Truck Driver in California from June of 2017 to September of 2023 and was classified as an independent contractor. Plaintiff Ramblas was employed by Defendant as a Truck Driver in California from July of 2015 to August of 2023 and was classified as an independent contractor. However, the job duties of Plaintiffs and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiffs and other Aggrieved Employees, among other things. Plaintiffs and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result, Plaintiffs and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for all of their time worked,

including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to Plaintiffs, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiffs against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiffs, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.