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8 Attorneys for Plaintiff  
9 GLENN HILL and all others similarly situated

10 UNITED STATES DISTRICT COURT  
11  
12 NORTHERN DISTRICT OF CALIFORNIA

13 GLENN HILL,  
14 and all others similarly situated,

15 Plaintiff,

16 v.

17 R + L CARRIERS, INC., a corporation;  
18 R+L CARRIERS SHARED SERVICES,  
19 LLC, a corporation,

20 Defendants.

Case No. C 09 01907 MEJ

**FIRST AMENDED CLASS AND  
COLLECTIVE ACTION COMPLAINT  
FOR VIOLATIONS OF THE FAIR  
LABOR STANDARDS ACT AND  
STATE WAGE-AND-HOUR LAWS;  
CLAIMS FOR DAMAGES AND  
INJUNCTIVE RELIEF**

**JURY TRIAL REQUESTED**

21 Plaintiff GLENN HILL (“Plaintiff”), by and through his attorneys of record, on behalf of  
22 himself and all other persons similarly situated, and the general public, hereby complains against  
23 Defendants R+L CARRIERS, INC. and R+L CARRIERS SHARED SERVICES, LLC  
24 (collectively referred to herein as “Defendants”), as follows:

25 **PRELIMINARY STATEMENT**

26 1. This action is for unpaid overtime in violation of the Fair Labor Standards Act  
27 (“FLSA”) of 1947, California Labor Code Section 1194, and applicable Wage Orders of the  
28 California Industrial Welfare Commission (“IWC”); failure to provide employees with sufficient  
meal and rest breaks in violation of California Labor Code Section 226.7, and applicable Wage  
CLASS AND COLLECTIVE ACTION COMPLAINT  
CASE NO. C 09 01907 MEJ



1 willfully fail and refuse to pay overtime compensation for all hours worked due and owing to  
2 Plaintiff and all putative collective and/or class members, in violation of both federal and  
3 California state law. Defendants have instituted and carried out unlawful policies and practices of  
4 treating Plaintiff and putative collective and/or class members as exempt from legal obligations  
5 under federal and California state law, and of refusing to pay overtime compensation for all hours  
6 worked, notwithstanding that Plaintiff and putative collective and/or class members are not, and  
7 have never been, exempt and are and have always been entitled to overtime pay for all overtime  
8 hours worked. Defendants have treated Plaintiff and the putative collective and/or class members  
9 as exempt from the overtime requirements of both the FLSA and applicable state law and has  
10 refused to properly pay them, notwithstanding that they are not, nor have they ever been, exempt  
11 from overtime requirements.  
12

13  
14 6. Overtime work by both Plaintiff and the putative collective and/or class members  
15 is a common occurrence.

16 **PARTIES**

17 7. Plaintiff is a natural person who is a resident of California. Plaintiff hereby  
18 consents to sue for violations of the FLSA, pursuant to 29 U.S.C. Section 216(b).

19 8. Defendant R+L Carriers, Inc. is a trucking company headquartered in Wilmington,  
20 Ohio, with truck terminal operations in the State of California, including in this judicial district  
21 (in San Lorenzo).  
22

23 9. Plaintiff is informed and believes that Defendant R+L Carriers Shared Services,  
24 LLC, is an employee leasing company, also based in Ohio, that provides staffing and/or payroll  
25 support services to Defendant R+L Carriers.  
26

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1 **FACTS AND ALLEGATIONS RELATED TO PLAINTIFF**

2 15. Plaintiff re-alleges and incorporates by reference herein all allegations previously  
3 made in Paragraphs 1 through 14, above.

4 16. Defendants are, and at times relevant to this Complaint were, an “employer” under  
5 applicable federal and state law, and relevant Wage Orders of the IWC.  
6

7 17. Plaintiff was at all times relevant to this Complaint an “employee” of Defendants,  
8 as that term is defined under both federal and state law.

9 18. Plaintiff was an employee of Defendants from approximately September 2008  
10 through December 2009.

11 19. During this entire time, Plaintiff’s job title was “City Dispatcher.” Plaintiff  
12 worked out of Defendants’ San Lorenzo, California facility.

13 20. At all times relevant to this Complaint, Plaintiff was compensated for his work  
14 with Defendants solely through a set annual salary. When Plaintiff first began working for  
15 Defendants, his salary was \$49,030.00 per year, or about \$942.88 per pay period. In or around  
16 September 2008, Plaintiff received a raise to \$53,000.00 per year, or about \$1,019.23 per pay  
17 period.  
18

19 21. As a City Dispatcher, Plaintiff was required to work continuously from 7:00 a.m.  
20 until approximately 5:00 or 6:00 p.m. Plaintiff was also periodically required to work on  
21 Saturdays and/or Sundays (in addition to the weekday work already described).  
22

23 22. Plaintiff performed work duties and tasks as a City Dispatcher of such a nature,  
24 quality and duration that Plaintiff was effectively a non-exempt employee entitled to receive  
25 overtime compensation, meal and rest breaks, and specified payroll records (including, but not  
26 limited to, records of hours worked, deductions from earned wages, applicable wage rates, etc.).  
27



1 as Dispatchers (including “City Dispatchers” and any other position(s) who are  
2 either called, or work(ed) as, dispatchers) in the four years prior to the filing of  
3 this Complaint, up through the final disposition of this action (California Class).

4 28. Plaintiff brings claims on behalf of the Nationwide Collective Plaintiffs as an “opt-  
5 in” collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. Section 216. Plaintiff and  
6 the Nationwide Collective Plaintiffs are similarly situated, have substantially similar job  
7 requirements and pay provisions, and are subject to Defendants’ common practice, policy and/or  
8 plan of refusing to pay overtime in violation of the FLSA and unlawfully characterizing  
9 Nationwide Collective Plaintiffs as exempt employees. The claims of Plaintiff under the FLSA  
10 are therefore similar to the claims of the prospective Nationwide Collective Plaintiffs.  
11

12 29. Plaintiff brings claims on behalf of the California Class as a class action pursuant  
13 to Fed. R. Civ. Proc. Section 23(a), (b)(2), and (b)(3). The California Class is so numerous that  
14 joinder of all members is impracticable. Common questions of law and fact exist as to all  
15 members of the California Class that predominate over any questions affecting individual  
16 members, including, but not limited to, the following:  
17

- 18 • Whether Defendants violated California Labor Code Section 510 by failing to pay  
19 overtime compensation to California Class members who worked in excess of  
20 forty (40) hours per week and/or eight (8) hours per day;
- 21 • Whether Defendants violated California Labor Code Section 1174 by failing to  
22 keep accurate records of employees’ work hours;
- 23 • Whether Defendants violated California Labor Code Sections 201 through 203 by  
24 failing to pay overtime wages due and owing to California Class members at the  
25 time that their respective employment terminated;  
26  
27

- 1 • Whether Plaintiff and the California Class members are entitled to “waiting time”  
2 penalties pursuant to California Labor Code Section 203;
- 3 • Whether Defendants violated California Labor Code Section 226 by failing to  
4 provide semi-monthly itemized statements to California Class members of total  
5 hours worked by each and all applicable hourly rates in effect during the relevant  
6 pay period(s);
- 7 • Whether Defendants violated the meal and rest break provisions of Labor Code  
8 Sections 226.7 and 512 by failing to afford Plaintiff and the California Class  
9 members proper meal and rest periods;
- 10 • Whether Defendants violated California Business & Professions Code Sections  
11 17200 and 17208 by failing to pay overtime compensation to Plaintiff and  
12 California Class members who worked in excess of forty (40) hours per week,  
13 and/or eight (8) hours a day; by failing to keep accurate records of employees’  
14 hours worked; by failing to pay all wages due to employees upon discharge; and  
15 by failing to provide meal and rest breaks; and
- 16 • What is the proper measure of damages sustained by members of the California  
17 Class?  
18  
19  
20

21 30. Plaintiff’s claims are typical of those of the California Class. Plaintiff, like other  
22 members of the California Class, was subjected to Defendants’ policy and practice of refusing to  
23 pay overtime in violation of California law. Plaintiff’s job duties and compensation were also  
24 typical of other members of the California Class.

25 31. Plaintiff will fairly and adequately represent and protect the interests of all the  
26 various subclass members because he has no disabling conflict(s) of interest that would be  
27

1 antagonistic to those of the other class members. Plaintiff has retained counsel who are  
2 competent and experienced in class action wage-and-hour litigation.

3 32. Collective and/or class treatment is superior to alternative methods to adjudicate  
4 this dispute because Plaintiff and other class members suffered similar treatment and harm as a  
5 result of systematic policies and practices, and because, absent a class and/or collective action,  
6 Defendants' unlawful conduct will likely continue unremedied and unabated given that the  
7 damages suffered by individual class members are small compared to the expense and burden of  
8 individual litigation. Class certification is also superior because it will obviate the need for  
9 unduly duplicative litigation which might result in inconsistent judgments about Defendants'  
10 practices.  
11

### 12 **FIRST CAUSE OF ACTION**

13 **(Failure to Pay Overtime in Violation of the FLSA, 29 U.S.C. Section 201, *et seq.*)**

14 **(On Behalf of Plaintiff and the Nationwide Collective Plaintiffs)**

15 33. Plaintiff re-alleges and incorporates by reference herein all allegations previously  
16 made in Paragraphs 1 through 32, above.  
17

18 34. During all time periods relevant to this Complaint, Defendants required Plaintiff  
19 and other class members to work in excess of forty (40) hours per week.  
20

21 35. Plaintiff and other class members did in fact routinely work in excess of forty (40)  
22 hours per week.

23 36. During all time periods relevant to this Complaint, the FLSA required that all work  
24 performed by non-exempt employees in excess of forty (40) hours in any single workweek be  
25 compensated at a rate of one-and-one-half times the employees' regular rate of pay.

26 37. Defendants failed to compensate Plaintiff and other class members for overtime  
27 hours they worked.





1 **FOURTH CAUSE OF ACTION**

2 **(Recordkeeping in Violation of Cal. Lab. Code Sections 226, 1174, et al.)**

3 52. Plaintiff re-alleges and incorporates by reference herein all allegations previously  
4 made in Paragraphs 1 through 51, above.

5 53. Defendants knowingly and intentionally failed to provide timely, accurate itemized  
6 wage statements to Plaintiff and the California Class members in accordance with California  
7 Labor Code Section 226. Such failure caused injury to Plaintiff and the California Class.  
8

9 54. Defendants also knowingly and intentionally failed to maintain records of hours  
10 worked by Plaintiff and the California Class members in accordance with California Labor Code  
11 Section 1174(d). Such failure caused injury to Plaintiff and the California Class.

12 55. Plaintiff and members of the California Class is/are entitled to, and do hereby seek,  
13 injunctive relief requiring Defendants to comply with Labor Code Sections 226(a) and 1174(d);  
14 and the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a  
15 violation occurs and one-hundred dollars (\$100.00) per employee for each violation in each  
16 subsequent pay period, pursuant to Labor Code Sections 226(e).  
17

18 **FIFTH CAUSE OF ACTION**

19 **(Willful Failure to Pay in Violation of Labor Code Section 203)**

20 **(On Behalf of Plaintiff and the Salary and California Class)**

21 56. Plaintiff re-alleges and incorporates by reference herein all allegations previously  
22 made in Paragraphs 1 through 55, above.

23 57. During all time periods relevant to this Complaint, Plaintiff and other members of  
24 the California Class quit or were discharged from their employment from Defendants without  
25 being paid all wages they had earned up to the date of their respective termination.  
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**JURY DEMAND**

Plaintiff hereby demands a jury trial.

Dated: May 20, 2009

NELSON LAW GROUP

By: /S/ Robert S. Nelson  
Robert S. Nelson  
Attorneys for GLENN HILL and all  
others similarly situated

**TABLE OF AUTHORITIES**

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