

***NOTICE OF COLLECTIVE ACTION LAWSUIT AGAINST R+L CARRIERS SHARED SERVICES LLC***

**TO:** Current and Former R+L Carriers City Dispatchers, First Shift Supervisor/Dispatchers, Inbound Supervisor/Dispatchers, Outbound Supervisor/Dispatchers, and all other Dispatcher employees

**FROM:** Nelson Law Group

**DATE:** February 22, 2010

**RE:** Fair Labor Standards Act Lawsuit filed against R+L Carriers Shared Services LLC

**DEADLINE FOR JOINING LAWSUIT:** May 10, 2010

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**INTRODUCTION**

The purpose of this Notice is to: 1) inform you of the existence of a lawsuit in which you may participate, if you choose to do so; 2) advise you of how your rights may be affected by this lawsuit; and 3) explain the procedure for participation in this lawsuit. This Notice and its contents have been authorized by the United States District Court for the Northern District of California; it is not an expression by the Court of any opinion as to the merits of any claims or defenses asserted by any party to this action. The Court has taken no position in this case regarding the merits of Plaintiff's claims or of Defendant's defenses.

**NO RETALIATION BY R+L CARRIERS**

*Federal law prohibits R+L Carriers from discharging you or in any other manner discriminating against you if you choose to participate in this lawsuit.*

**DESCRIPTION OF THE LAWSUIT**

Plaintiff Glenn Hill has filed this action against R+L Carriers Shared Services, LLC ("R+L Carriers") on behalf of himself and anyone else who worked at R+L Carriers as a "City Dispatcher," "First Shift Supervisor/Dispatcher," "Inbound Supervisor/Dispatcher," "Outbound Supervisor/Dispatcher" or in any other "Dispatcher" position for any length of time since January 22, 2007. Plaintiff alleges that he and R+L Carriers' other dispatcher employees are owed overtime pay pursuant to the Fair Labor Standards Act ("FLSA").

Plaintiff alleges that R+L Carriers violated the FLSA by misclassifying its dispatcher employees (hereafter referred to collectively as "Dispatchers") as exempt from overtime pay and by failing to pay Dispatchers legally-mandated overtime for all hours worked in excess of 40 hours per week. Plaintiff contends that Dispatchers are not exempt employees and that they are entitled to overtime pay for any hours worked in excess of 40 hours per week. Plaintiff contends that he and other Dispatchers are entitled to receive overtime pay for all overtime worked within the last three years because R+L Carriers' misclassification of Dispatchers and refusal to pay them overtime were willful. Plaintiff is also seeking liquidated damages for both himself and all other similarly-situated Dispatchers equal to the value of the unpaid overtime that the Dispatchers were not paid. Plaintiff is also seeking pre-judgment interest, attorneys' fees and costs associated with bringing this lawsuit.

R+L Carriers denies any liability or wrongdoing in this action. R+L Carriers contends that Dispatchers are exempt from overtime requirements and denies all allegations that it failed to pay any overtime as required by law. R+L Carriers vigorously contests all claims that have been asserted against it.

**COMPOSITION OF THE CLASS**

The named Plaintiff Glenn Hill seeks to sue under the FLSA on behalf of both himself and all other employees who are or were similarly situated to Plaintiff. For the purposes of this lawsuit, "similarly situated" employees means everyone who worked at R+L Carriers as a City Dispatcher, First Shift Supervisor/Dispatcher, Inbound Supervisor/Dispatcher, Outbound Supervisor/Dispatcher, or in any other Dispatcher positions for any period of time since January 22, 2007, and who were not paid overtime.

## **YOUR RIGHT TO PARTICIPATE IN THIS LAWSUIT**

If you meet both criteria articulated above, you may join this lawsuit by mailing the enclosed Consent to Join form (which accompanies this Notice) to: Hill v. R+L Carriers Administrator, c/o Gilardi & Co. LLC, P.O. Box 8060, San Rafael, CA 94912-8060.

Your consent must be postmarked no later than May 10, 2010.

If you fail to return the "Consent to Join" form, you may not be able to participate in this particular lawsuit and your continued right to do so may depend upon a later decision by the Court that you and Plaintiff are "similarly situated" in accordance with federal law.

## **EFFECT OF JOINING THIS LAWSUIT**

If you choose to join in this lawsuit, you will be bound by the decision of the Court, whether it is favorable or unfavorable. If you choose to join in this suit, you may also be asked to respond to written questions, sit for depositions and/or testify in court.

The attorneys for the named Plaintiff will be paid, if at all, on a contingent fee basis, which means that there if there is no recovery, you will not have to pay any attorneys' fees. If there is a recovery, the attorneys will receive attorneys' fees as determined by the Court, which may be a portion of any settlement or money judgment entered in favor of Plaintiffs, or which may be ordered by the Court to be separately paid by R+L Carriers, or some combination of the two.

If you return the "Consent to Join" form attached to this Notice, you are agreeing to designate the named Plaintiff as your agent to make decisions on your behalf concerning this lawsuit, the method and manner of conducting this lawsuit, the entering of an agreement with Plaintiffs' counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit. These decisions and agreements made and entered into by the named Plaintiff will be binding upon you if you join this lawsuit. However, the Court retains jurisdiction to determine the reasonableness of any settlement with R+L Carriers and any agreement regarding the reasonableness of any attorneys' fees and costs that are to be paid to Plaintiffs' counsel.

## **LEGAL EFFECT OF NOT JOINING THIS LAWSUIT**

If you choose not to join in this lawsuit, you will not be bound by any judgment or settlement in this case, whether favorable or unfavorable to the Plaintiffs, nor will you be entitled to receive any money awarded as a result of any judgment or settlement. If you choose not to join this lawsuit, you are free to file your own lawsuit under the FLSA.

## **YOUR LEGAL REPRESENTATION IF YOU JOIN**

If you choose to join this lawsuit and agree to be represented by the named Plaintiff through his attorneys, your counsel in this action will be:

**Nelson Law Group  
900 Cherry Ave, Suite 300  
San Bruno, CA 94066**

## **FURTHER INFORMATION**

Further information about this Notice, the deadline for filing a "Consent to Join" form or this lawsuit may be obtained by writing to the above address, and/or by phoning the Plaintiff's attorneys and/or R+L Carriers' attorneys. The Plaintiff's attorneys, Nelson Law Group, may be contacted at (866) 290-0424, and/or [rnelson@nelsonlawgroup.net](mailto:rnelson@nelsonlawgroup.net). R+L Carriers' attorneys, Lewis Brisbois Bisgaard & Smith LLP, may be contacted at (415) 262-8571 and/or [rizvi@lbbsslaw.com](mailto:rizvi@lbbsslaw.com).