

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

RICARDO CASTILLO, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

UNITED RENTALS (NORTH AMERICA),  
INC.,

Defendant.

NO.

**CLASS AND COLLECTIVE ACTION  
COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Ricardo Castillo, on behalf of himself and all others similarly situated (“Plaintiff”), by and through his attorneys, brings this lawsuit against Defendant United Rentals (North America), Inc. (“United Rentals” or “Defendant”), seeking to recover for Defendant’s violations of the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* (“FLSA”) and applicable Washington wage and hour laws.

**I. INTRODUCTION**

1. Plaintiff brings this class and collective action on behalf of himself and other similarly situated individuals who currently work or have worked for Defendant as non-exempt, hourly employees, including but not limited to Equipment Associates to challenge Defendant’s violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (“FLSA”), the Washington Minimum Wage Act, Revised Code of Washington 49.46 *et seq.* (“WMWA”), and other laws of the State of Washington.

1           2.       Plaintiff and members of the putative Class and Collective are current and  
2 former non-exempt employees who worked for United Rentals throughout the United States,  
3 including in Washington. Plaintiff seeks to represent other current and former non-exempt  
4 employees who work or worked for Defendant as hourly non-exempt employees. Defendant's  
5 unlawful patterns, practices, and conduct described herein applies broadly to members of the  
6 Collective and Class, in violation of the FLSA and Washington laws.

7           3.       Specifically, Plaintiff pursues claims as follows: (1) failing to compensate  
8 Plaintiff and putative Collective members with minimum and overtime wages as required by  
9 the FLSA; (2) failing to pay Plaintiff and the Class minimum wages as required by the  
10 WMWA; (3) failing to pay Plaintiff and the Class overtime wages as required by the WMWA;  
11 (4) failing to authorize and permit Plaintiff and the Class to take meal and rest breaks to which  
12 they are entitled under Washington law; (5) failing to pay all wages due upon termination as  
13 required under Washington law; (6) willfully refusing to pay wages owed under Washington  
14 law; and (7) violating Washington's Consumer Protection Act, RCW §§ 19.86 *et seq.*

15           4.       Plaintiff and putative Class and Collective members provide support and carry  
16 out United Rentals' operations. Among other tasks, Plaintiff and putative Class and Collective  
17 members are responsible for: taking inventory; preparing rental equipment for delivery;  
18 performing routine checks on rental equipment to ensure it is safe and in good working order;  
19 fixing rental equipment; suggesting equipment and supplies to meet customer needs; loading  
20 and unloading rental equipment, driving trucks and transporting equipment.

21           5.       Plaintiff and putative Class and Collective members regularly work over ten  
22 hours per day, five days per week. Plaintiff and the putative Class and Collective members are  
23 not paid minimum wage for all hours worked, nor are Plaintiff and the putative Class and  
24 Collective members compensated with the required overtime rates for all hours worked above  
25 forty per week.

1           6.       Despite their long shifts, Plaintiff and putative Class and Collective members  
2 are routinely unable to take compliant meal and rest periods. Work performed during meal  
3 periods by Plaintiff and putative Class and Collective members typically goes uncompensated.

4           7.       Although Plaintiff and putative Class and Collective members are generally  
5 prevented from taking legally compliant meal breaks, it is United Rental’s uniform policy to  
6 deduct a half-hour of meal period from Plaintiff and putative Class and Collective members’  
7 pay.

8           8.       As a result of these violations, Plaintiff seeks compensation, damages,  
9 penalties, and interest to the full extent permitted by the FLSA, WMWA, and other laws of the  
10 state of Washington.

11           9.       Plaintiff also seeks declaratory, equitable, and injunctive relief, including  
12 restitution.

13           10.      Finally, Plaintiff seeks reasonable attorneys’ fees and costs under the FLSA,  
14 WMWA, and other laws of the State of Washington.

15   **II. JURISDICTION AND VENUE**

16           11.      The FLSA authorizes private rights of action to recover damages for violation  
17 of the FLSA’s wage and hour provisions, 29 U.S.C. § 216(b). This Court has original  
18 jurisdiction over Plaintiff’s FLSA claims under 28 U.S.C. § 1331 because Plaintiff’s claims  
19 arise under the FLSA. The Court also has jurisdiction under 28 U.S.C. § 1332(a)(1), because  
20 the amount in controversy in this action exceeds \$75,000, exclusive of interests and costs, and  
21 because the parties are residents of different states.

22           12.      This Court has supplemental jurisdiction over the Washington state law claims  
23 under 28 U.S.C. § 1367(a) because these claims are so related to this action that they form part  
24 of the same case or controversy.

25           13.      Venue in this district is proper pursuant to 28 U.S.C. §1391(b), because United  
26 Rentals employs Class members and conducts business within the geographic area

27

1 encompassing the Western District of the State of Washington, and a substantial part of the  
2 acts and/or omissions giving rise to the claims occurred in this District.

3 **III. PARTIES**

4 14. Plaintiff and the putative Class and Collective members are current and former  
5 non-exempt, hourly employees who work and formerly worked for United Rentals as  
6 Equipment Associates, among other positions, throughout the United States and in  
7 Washington.

8 15. Plaintiff is an individual over the age of eighteen, and at all times mentioned in  
9 this Complaint was a resident of Washington.

10 16. Plaintiff worked as an Equipment Associate for United Rentals from February  
11 2, 2002, until December 2016. At all relevant times, Plaintiff worked at United Rentals' store  
12 in Woodinville, Washington.

13 17. Plaintiff is informed and believes that United Rentals is a corporation engaged  
14 in the business of equipment rentals. United Rentals is headquartered in Stamford,  
15 Connecticut, and is incorporated in Delaware. Plaintiff is further informed, believes, and  
16 alleges that United Rentals employs other non-exempt, hourly employees throughout the  
17 United States, including in Washington.

18 18. At all relevant times, United Rentals has done business under the laws of  
19 Washington, has places of business in the State of Washington, including in this judicial  
20 district, and has employed Putative Class and Collective members in this judicial district.  
21 United Rentals has been Plaintiff's "employer" as that term is used in the FLSA, WMWA, and  
22 other laws of the state of Washington.

23 **IV. FACTUAL ALLEGATIONS**

24 19. United Rentals is a corporation engaged in the business of equipment rentals  
25 and transportation. United Rentals operates stores throughout the United States, including in  
26 Washington.

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1           20.     To conduct its operations, United Rentals maintains a corporate structure in  
2 which there are various groups that handle specific subsets of tasks within the company. The  
3 groups and departments are largely staffed by non-exempt, hourly employees that handle a  
4 variety of tasks. This operation structure is uniform and standardized throughout United  
5 Rentals' operations. The employment conditions for the non-exempt, hourly employees are  
6 substantially similar, if not identical, at United Rentals' work locations throughout United  
7 States, including in Washington.

8           21.     Plaintiff worked for United Rentals as a non-exempt, hourly Equipment  
9 Associate from February 2, 2002, until December 2016.

10          22.     Plaintiff was classified as a non-exempt, hourly employee and was paid an  
11 hourly rate for his services. Plaintiff usually earned \$22.25 per hour. Plaintiff worked at  
12 United Rentals' store in Woodinville, Washington.

13          23.     Plaintiff and putative Class and Collective members are typically scheduled to  
14 work over ten hours a day, five days per week. Despite this demanding work schedule,  
15 Plaintiff and putative Class and Collective members are often denied compensation for all  
16 hours worked, including overtime for work in excess of forty hours per week.

17          24.     United Rentals requires Plaintiff and putative Class and Collective members to  
18 clock in and out at the beginning and end of their scheduled shifts. However United Rentals  
19 requires them to perform significant work off-the-clock and without compensation during  
20 meal periods. United Rentals regularly deducts thirty minutes per workday for meal periods,  
21 or alters the timekeeping records to show a thirty-minute meal period, despite the fact that  
22 work is too demanding to allow Plaintiff, putative Class and Collective members to take full,  
23 legally compliant thirty-minute meal periods. Because non-exempt, hourly employees  
24 regularly work through their thirty minute lunch period, Plaintiff and putative Class and  
25 Collective members routinely perform this work off-the-clock and without compensation.

1           25.     On the occasions when Plaintiff and putative Class and Collective members are  
2 able to take a meal break, these breaks are often interrupted and are less than thirty minutes.  
3 United Rentals routinely schedules Plaintiff and putative Class and Collective members to  
4 work at its stores alone, and requires hourly employees to abandon their breaks to assist  
5 customers who call or arrive at the store. Meal periods are regularly interrupted, and Plaintiff  
6 and putative Class and Collective members do not receive compensation for work performed  
7 during these breaks.

8           26.     Furthermore, the pace of the work is too demanding to allow Plaintiff and  
9 putative Class and Collective members to regularly take full, timely, legally compliant rest  
10 breaks. Even when Plaintiff and putative Class and Collective members are provided with a  
11 rest break, supervisors and customers often interrupt these breaks.

12           27.     United Rentals also has a policy of disallowing Plaintiff and putative Class and  
13 Collective members from leaving the store during meal and rest breaks. Hourly employees  
14 must remain on-call to assist customers or co-workers during these breaks, and do not receive  
15 compensation for this work.

16           28.     Beyond United Rentals' failure to authorize or permit meal and rest breaks,  
17 Plaintiff and putative Class and Collective members' schedules were too busy, and United  
18 Rentals' pressure to complete job assignments, including waiting on customers and taking  
19 customer calls, was too constant, for the employees to take meal or rest breaks. As a result,  
20 the time worked by the employees goes unrecorded and uncompensated. Further, Defendant  
21 fails to pay Plaintiff and putative Class and Collective members for their missed breaks. This  
22 uniformly violates Washington law.

23           29.     Plaintiffs and the Collective and Class experience a number of derivative issues  
24 from the wage and hour practices, including but not limited receiving incorrect wage  
25 statements. Wage statements do not accurately reflect the actual hours worked.  
26  
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1           30.     Because Plaintiffs and the Collective and Class are systematically deprived of  
2 the wages to which they are due and entitled, Plaintiffs and members of the Class and  
3 Collective also do not receive all pay owing to them at the end of their employment.  
4 Compensation for off-the-clock work, overtime, and missed breaks remain outstanding after  
5 termination.

6                                   **V. COLLECTIVE ALLEGATIONS UNDER THE FLSA**

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

9           32.     Plaintiff brings the First Count (the FLSA claim) as an “opt-in” collective action  
10 pursuant to 29 U.S.C. § 216(b) on behalf of a proposed collective of similarly situated  
11 employees defined as:

12                                   All current and former non-exempt, hourly employees of United  
13 Rentals who worked in the United States, at any time beginning  
14 three years before the filing of this Complaint until the resolution  
of this action.

15           33.     Plaintiff, individually and on behalf of other similarly situated persons defined  
16 above, seeks relief on a collective basis challenging Defendant’s policy and practice of failing  
17 to accurately record all hours worked, and failing to properly pay Plaintiff for all hours worked,  
18 including minimum wage and overtime. The number and identity of other similarly situated  
19 persons yet to opt-in and consent to be party-plaintiffs may be determined from the records of  
20 Defendant, and potential opt-ins may be easily and quickly notified of the pendency of this  
21 action.

22           34.     Plaintiff’s claims for violations of the FLSA may be brought and maintained as  
23 an “opt-in” collective action pursuant to Section 216(b) of the FLSA, because Plaintiff’s FLSA  
24 claims are similar to the claims of the members of the Collective.

25           35.     The members of the Collective are similarly situated, as they have substantially  
26 similar job duties and requirements and are subject to a common policy, practice, or plan that  
27

1 requires them to perform work “off-the-clock” and without compensation in violation of the  
2 FLSA.

3 36. Plaintiff is representative of the members of the Collective and is acting on  
4 behalf of their interests, as well as Plaintiff’s own interests, in bringing this action.

5 37. Plaintiff will fairly and adequately represent and protect the interests of the  
6 members of the Collective. Plaintiff has retained counsel competent and experienced in  
7 employment and wage and hour class action and collective action litigation.

8 38. The similarly situated members of the Collective are known to Defendant, are  
9 readily identifiable, and may be located through Defendant’s records. These similarly situated  
10 employees may readily be notified of this action, and allowed to “opt-in” to this case pursuant  
11 to 29 U.S.C. § 216(b) for the purpose of collectively adjudicating their claims for unpaid  
12 wages, unpaid overtime compensation, liquidated damages (or, alternatively, interest), and  
13 attorneys’ fees and costs under the FLSA.

14 **VI. CLASS ACTION ALLEGATIONS**

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

17 40. Plaintiff brings the Second through Seventh Counts (the Washington state law  
18 claims) as an “opt-out” class action pursuant to Federal Rule of Civil Procedure 23. The  
19 Washington Class is initially defined as:

20 All current and former non-exempt, hourly employees of United  
21 Rentals in Washington during the time period three years prior to  
22 the filing of this Complaint until the resolution of this action.

23 41. Plaintiff proposes that this case should be maintained as a class action under  
24 Federal Rule of Civil Procedure 23 because it meets the requirements of Rule 23(a) and also  
25 satisfies Rule 23(b)(3). Plaintiff also believes this case could be certified under Rule 23(b)(1),  
26 23(b)(2), and 23(c)(4). Without prejudice to raising alternative arguments for certification  
27



1 under either Rule 23(b)(1), 23(b)(2) and 23(c)(4), the following facts, among others,  
2 demonstrate that this case is entitled to be maintained under Rule 23(a) and 23(b)(3).

3 42. **Numerosity**: Defendant has employed potentially thousands of non-exempt,  
4 hourly employees during the applicable statutory period. The number of Class members are  
5 therefore far too numerous to be individually joined in this lawsuit.

6 43. **Existence and Predominance of Common Questions**: There are questions of  
7 law and fact common to Plaintiff and the Class that predominate over any questions affecting  
8 only individual members of the Class. These common questions of law and fact include,  
9 without limitation:

10 a. Whether Defendant fails to authorize and permit, make available, and/or provide  
11 the Class meal periods to which they are entitled in violation of the Revised Code of  
12 Washington (“RCW”);

13 b. Whether Defendant fails to authorize and permit, make available, and/or provide  
14 the Class rest periods to which they are entitled in violation of the RCW;

15 c. Whether Defendant fails to compensate the Class for all hours worked, including  
16 minimum wages and overtime compensation, in violation of the Washington Minimum Wage  
17 Act (“WMWA”) and the RCW;

18 d. Whether Defendant has a policy and/or practice of requiring the Class to perform  
19 work off-the-clock and without compensation;

20 e. Whether Defendant fails to pay the members of the Class all wages due upon the  
21 end of their employment in violation of the RCW; and

22 f. The proper formula for calculating restitution, damages, and penalties owed to  
23 Plaintiffs and the Class as alleged herein.

24 44. **Typicality**: Plaintiff’s claims are typical of the claims of the Class.  
25 Defendant’s common policies, practices, and course of conduct in violation of law as alleged  
26  
27

1 herein have caused Plaintiff to sustain the same or similar injuries and damages. Plaintiff's  
2 claims are thereby representative of and co-extensive with the claims of the Class.

3 45. **Adequacy**: Plaintiff will fairly and adequately represent and protect the  
4 interests of the Class because Plaintiff's interests do not conflict with the interests of the  
5 members of the Class he seeks to represent. Plaintiff has retained Counsel competent and  
6 experienced in complex employment and wage and hour class action litigation, and intends to  
7 prosecute this action vigorously. Plaintiff and his Counsel will fairly and adequately protect  
8 the interests of the Class.

9 46. **Superiority**: A class action is superior to other available means for the fair and  
10 efficient adjudication of this controversy. Individual joinder of all members of the Class is not  
11 practicable, and questions of law and fact common to Plaintiff and the Class predominate over  
12 any questions affecting only individual members of the Class. The injury suffered by each  
13 Putative Class Member, while meaningful on an individual basis, is not of such magnitude as to  
14 make the prosecution of individual actions against Defendant economically feasible.  
15 Individualized litigation increases the delay and expense to all Parties and the Court. By  
16 contrast, class action treatment will allow those similarly situated persons to litigate their  
17 claims in the manner that is most efficient and economical for the parties and the judicial  
18 system.

19 47. In the alternative, the Class may be certified because the prosecution of separate  
20 actions by the individual members of the Class would create a risk of inconsistent or varying  
21 adjudication with respect to individual members of the Class, and, in turn, would establish  
22 incompatible standards of conduct for Defendant.

23 48. Class treatment will allow those similarly situated persons to litigate their claims  
24 in the manner most efficient and economical for the Parties and the judicial system.

25 49. Plaintiff knows of no difficulty that would be encountered in the management of  
26 this litigation that would preclude its maintenance as a class action.

27

1 50. Plaintiff intends to send notice to all members of the Class to the extent  
2 required under applicable class action procedures. Plaintiff contemplates providing a notice or  
3 notices to the Washington Class, as approved by the Court, to be delivered through the United  
4 States mail. The notice or notices shall, among other things, advise the Washington Class that  
5 they shall be entitled to “opt out” of the class certified for the Washington Action if they so  
6 request by a date specified within the notice, and that any judgment on the Washington  
7 Action, whether favorable or not, entered in this case will bind all members of the Class  
8 except those who affirmatively exclude themselves by timely opting out.

9 **VII. FIRST CAUSE OF ACTION**

10 **Violation of the Fair Labor Standards Act (29 U.S.C. §§ 201, et seq.)**  
11 **(Against Defendant – on Behalf of the Collective)**

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

14 52. The FLSA requires that covered employees receive compensation for all hours  
15 worked and overtime compensation not less than one and one-half times the regular rate of  
16 pay for all hours worked in excess of forty hours in a work week. 29 U.S.C. § 207(a)(1).

17 53. At all times material herein, Plaintiff and the Collective are covered employees  
18 entitled to the rights, protections, and benefits provided under the FLSA. 29 U.S.C. §§ 203(e)  
19 and 207(a).

20 54. Defendant is a covered employer required to comply with the FLSA’s  
21 mandates. *See* 29 U.S.C. § 203(d); 29 C.F.R. § 552.109(a).

22 55. Defendant has violated the FLSA with respect to Plaintiff and the Collective,  
23 by, *inter alia*, failing to compensate Plaintiff and the Collective for all hours worked and, with  
24 respect to such hours, failing to pay the legally mandated overtime premium for such work  
25 and/or minimum wage. *See* 29 U.S.C. § 206; 29 C.F.R. § 531.35; 29 U.S.C. § 207 (a), (g).

26 56. Defendant has also violated the FLSA by failing to keep required, accurate  
27 records of all hours worked by Plaintiff and the Collective. 29 U.S.C. § 211(c).

1           57. Plaintiff and the Collective are victims of a uniform and company-wide  
2 compensation policy. This uniform policy, in violation of the FLSA, has been applied to  
3 current and former non-exempt, hourly employees of Defendant, working throughout the  
4 United States.

5           58. Plaintiff and the Collective are entitled to damages equal to the mandated pay,  
6 including minimum wage, straight time, and overtime premium pay within the three years  
7 preceding the filing of the complaint, plus periods of equitable tolling, because Defendant has  
8 acted willfully and knew or showed reckless disregard for whether the alleged conduct was  
9 prohibited by the FLSA.

10          59. Defendant has acted neither in good faith nor with reasonable grounds to  
11 believe that its actions and omissions were not a violation of the FLSA, and as a result thereof,  
12 Plaintiff and the Collective are entitled to recover an award of liquidated damages in an  
13 amount equal to the amount of unpaid overtime pay and/or prejudgment interest at the  
14 applicable rate. 29 U.S.C. § 216(b).

15          60. As a result of the aforesaid violations of the FLSA's provisions, pay, including  
16 minimum wage, straight time, and overtime compensation, has been unlawfully withheld by  
17 Defendant from Plaintiff and the Collective. Accordingly, Defendant is liable for unpaid  
18 wages, together with an amount equal as liquidated damages, attorneys' fees, and costs of this  
19 action.

20          61. Wherefore, Plaintiff and the Collective request relief as hereinafter provided.

21   **VIII. SECOND CAUSE OF ACTION**  
22   **Failure to Pay Minimum Wage**  
23   **RCW 49.46.090, RCW 49.12.150**  
24   **(Against Defendant – on Behalf of the Class)**

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

26          63. As detailed above, United Rentals failed to compensate Plaintiff and the Class  
27 with at least the minimum wage for all hours worked.

1           64.     During the applicable statutory period, RCW 49.46.020(1)(a) was in full force  
2 and effect and required that Plaintiff and the Class receive the minimum wage for all hours  
3 worked at the rate of nine dollars thirty-two cents (\$9.32) per hour commencing January 1,  
4 2014, at the rate of nine dollars forty-seven cents (\$9.47) per hour commencing January 1,  
5 2015, and at the rate of eleven dollars (\$11.00) per hour commencing January 1, 2017.

6           65.     Washington Administrative Code (“WAC”) 296-126-002 defines hours worked  
7 as “all hours during which the employee is authorized or required by the employer to be on  
8 duty on the employer’s premises or at a prescribed work place.

9           66.     RCW 49.46.090(1) provides, in relevant part:

10                   Any employer who pays any employee less than the amounts to  
11                   which such employee is entitled under or by virtue of this chapter,  
12                   shall be liable to such employee affected for the full amount due to  
13                   such employee under this chapter, less any amount actually paid to  
14                   such employee by the employer, and for costs and such reasonable  
15                   attorney’s fees as may be allowed by the court.

16           67.     RCW 49.12.150 also provides:

17                   If any employee shall receive less than the legal minimum wage,  
18                   except as hereinbefore provided in RCW 49.12.110, said employee  
19                   shall be entitled to recover in a civil action the full amount of the  
20                   legal minimum wage as herein provided for, together with costs  
21                   and attorney’s fees to be fixed by the court, notwithstanding any  
22                   agreement to work for such lesser wage. In such action, however,  
23                   the employer shall be credited with any wages which have been  
24                   paid upon account.

25           68.     RCW 49.48.030 allows the court to grant reasonable attorney’s fees “[i]n any  
26 action in which any person is successful in recovering judgment for wages or salary owed” to  
27 him or her.

          69.     Because of Defendant’s policies and practices with regard to compensating  
Plaintiff and the Class, United Rentals has failed to pay minimum wages as required by law.  
Plaintiff and the Class frequently perform work for which they are compensated below the  
statutory minimum.

1 70. Plaintiff and the Class have been deprived of minimum wages in an amount to  
2 be proven at trial, and are entitled to a recovery of such amount, plus interest thereon,  
3 attorneys' fees, and costs of suit pursuant to RCW 49.46.090 and 49.48.030.

4 71. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

5 **IX. THIRD CAUSE OF ACTION**  
6 **Failure to Pay Overtime Wages**  
7 **RCW 49.46.130**  
8 **(Against Defendant – on Behalf of the Class)**

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

11 73. United Rentals does not compensate Plaintiff and the Class at the appropriate  
12 overtime rate for work performed in excess of forty hours per week.

13 74. RCW 49.46.130(1) provides that work performed in excess of forty hours in a  
14 given week must be compensated at a rate of no less than one and one-half times the regular  
15 rate of pay for an employee.

16 75. Wages are defined in the RCW 49.46.010(7) as “compensation due to an  
17 employee by reason of employment, payable in legal tender of the United States or checks on  
18 banks convertible into cash on demand at full face value, subject to such deductions, charges,  
19 or allowances as may be permitted by rules of the director.”

20 76. All such wages are subject to Washington’s overtime requirements, including  
21 those set forth above.

22 77. RCW 49.46.090(1) provides, in relevant part:

23 Any employer who pays any employee less than the amounts to  
24 which such employee is entitled under or by virtue of this chapter,  
25 shall be liable to such employee affected for the full amount due to  
26 such employee under this chapter, less any amount actually paid to  
27 such employee by the employer, and for costs and such reasonable  
attorney's fees as may be allowed by the court.

1 78. RCW 49.48.030 allows the court to grant reasonable attorney’s fees “[i]n any  
2 action in which any person is successful in recovering judgment for wages or salary owed” to  
3 him or her.

4 79. United Rentals regularly required Plaintiff and the Class to work in excess of  
5 forty hours per week, but did not compensate them at an overtime rate for all of this work.  
6 Furthermore, as detailed above, Defendant routinely required Plaintiff and putative Class  
7 members to work, off the clock, which increased the amount of overtime compensation to  
8 which they were due, but did not receive.

9 80. Plaintiff and the Class have worked overtime hours for United Rentals without  
10 being paid overtime premiums in violation of the WMWA, and other applicable laws of the  
11 state of Washington.

12 81. United Rentals has knowingly and willfully refused to perform its obligation to  
13 compensate Plaintiff and the Class for all premium wages for overtime work.

14 82. As a proximate result of the aforementioned violations, United Rentals has  
15 damaged Plaintiff and the Class in amounts to be determined according to proof at time of  
16 trial. Plaintiff and the Class are entitled to recover overtime wages owed, including interest  
17 thereon, and attorneys’ fees and costs pursuant to RCW 49.46.090 and 49.48.030.

18 83. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

19 **X. FOURTH CAUSE OF ACTION**  
20 **Failure to Authorize and Permit and/or Make Available Meal and Rest Breaks**  
21 **RCW 49.12.020**  
22 **(Against Defendant – on Behalf of the Class)**

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

25 85. RCW 49.12.010 provides:

26 The welfare of the state of Washington demands that all employees  
27 be protected from conditions of labor which have a pernicious  
effect on their health. The state of Washington, therefore,  
exercising herein its police and sovereign power declares that

1 inadequate wages and unsanitary conditions of labor exert such  
2 pernicious effect.

3 86. RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in  
4 any industry or occupation within the state of Washington under conditions of labor  
5 detrimental to their health.”

6 87. Pursuant to RCW 49.12.005(5) and WAC 296-126-002(9), conditions of labor  
7 “means and includes the conditions of rest and meal periods” for employees.

8 88. WAC 296-126-092 provides:

9 (1) Employees shall be allowed a meal period of at least thirty minutes  
10 which commences no less than two hours nor more than five hours  
11 from the beginning of the shift. Meal periods shall be on the  
12 employer's time when the employee is required by the employer to  
13 remain on duty on the premises or at a prescribed work site in the  
14 interest of the employer.

15 (2) No employee shall be required to work more than five consecutive  
16 hours without a meal period.

17 (3) Employees working three or more hours longer than a normal work  
18 day shall be allowed at least one thirty-minute meal period prior to or  
19 during the overtime period.

20 (4) Employees shall be allowed a rest period of not less than ten minutes,  
21 on the employer's time, for each four hours of working time. Rest  
22 periods shall be scheduled as near as possible to the midpoint of the  
23 work period. No employee shall be required to work more than three  
24 hours without a rest period.

25 (5) Where the nature of the work allows employees to take intermittent  
26 rest periods equivalent to ten minutes for each 4 hours worked,  
27 scheduled rest periods are not required.

89. Plaintiff and the Class are routinely required to work through rest and meal  
periods to assist customers and managers with work-related inquiries. When Plaintiff and the  
Class do receive a meal or rest break, these breaks are untimely, shortened and/or are on duty.  
United Rentals requires non-exempt, hourly employees to be on-call during meal and rest  
breaks, and does not relieve employees of all work-related obligations during these breaks.



1 Despite this, Defendant does not pay additional compensation to employees for their missed  
2 rest breaks and regularly deducts 30 minutes per workday for meal periods. Defendant WAC  
3 296-126-092 with this conduct.

4 90. As a result of these unlawful acts, Plaintiff and the Class have been deprived of  
5 compensation in amounts to be determined at trial, and Plaintiff and the Class are entitled to  
6 the recovery of such damages, including interest thereon, and attorneys' fees and costs under  
7 RCW 49.48.030.

8 91. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

9 **XI. FIFTH CAUSE OF ACTION**  
10 **Unpaid Wages On Termination (RCW 49.48)**  
11 **(Against Defendant – on Behalf of the Class)**

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

14 93. Under RCW 49.46.090, employers must pay employees all wages to which  
15 they are entitled under the Washington Minimum Wage Act. If the employer fails to do so,  
16 RCW 49.46.090 requires that the employer pay the employees the full amount of the statutory  
17 minimum wage rate less any amount actually paid to the employee.

18 94. By the actions alleged above, Defendant violated the provisions of RCW  
19 49.46.090 and the WMWA by failing to pay any wage whatsoever to its employees when they  
20 worked off the clock and/or missed all or part of their breaks and/or had their time records  
21 altered to reduce the amount of time for which they were recorded to have worked.

22 95. As a result of the unlawful acts of Defendant, Plaintiff has been deprived of  
23 regular and overtime compensation in an amount to be determined at trial. Pursuant to RCW  
24 49.46.090 and 49.48.030, Plaintiffs and the Class are entitled to recover attorneys' fees and  
25 costs of suit.

26 96. Wherefore, Plaintiff and the Class request relief as hereinafter provided.  
27

1                                   **XII. SIXTH CAUSE OF ACTION**  
2                                   **Willful Refusal to Pay Wages (RCW 49.52.050)**  
3                                   **(Against Defendant – on Behalf of the Class)**

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

6           98.     RCW 49.52.050(2) provides that any employer or agent of any employer who  
7 “[w]illfully and with intent to deprive the employee of any party of his wages, shall pay any  
8 employee a lower wage than the wage such employer is obligated to pay such employee by  
9 any statute, ordinance, or contract” shall be guilty of a misdemeanor.

10          99.     RCW 49.52.070 provides that any employer who violates the foregoing statute  
11 shall be liable in a civil action for twice the amount of wages withheld, together with costs of  
12 suit and reasonable attorney fees.

13          100.    An employer’s nonpayment of wages is willful and made with intent “when it  
14 is the result of knowing and intentional action and not the result of a bona fide dispute as to  
15 the obligation of payment.” *Wingert v. Yellow Frieght Sys., Inc.* 146 Wash.2d 841, 849  
16 (2002), quoting *Chelan Cnty. Deputy Sherriffs’ Ass’n v. Chelan County*, 109 Wash.2d 282,  
17 300 (1987).

18          101.    United Rentals intentionally failed to pay all wages owed to Plaintiff and the  
19 Class, including minimum wage and overtime wages, by requiring Plaintiff and the Class to  
20 work during meal and rest periods. United Rentals knew or should have known that its  
21 employment policies violated Washington law, and its failure to pay wages owed to Plaintiff  
22 and the Class was “willful” under RCW 49.52.050(2).

23          102.    Wherefore, Plaintiff and the Class request relief as hereinafter provided.

24                                   **XIII. SEVENTH CAUSE OF ACTION**  
25                                   **Violation of Washington’s Consumer Protection Act (RCW 19.86)**  
26                                   **(Against Defendant – on Behalf of the Class)**

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

1 104. Defendant engaged in unfair or deceptive acts or practices when it: (i) failed to  
2 pay Plaintiff and the Class wages for off-the-clock work; (ii) prevented Plaintiff and the Class  
3 from taking rest and meal breaks; (iii) failed to pay Plaintiff and the Class for the periods  
4 during which their breaks were interrupted; (iv) failed to pay Plaintiff and the Class for  
5 overtime worked; (v) violated RCW 49.46.30; (vi) violated WAC 296-126-023; and (vii)  
6 violated WAC 296-126-092.

7 105. Defendant's unfair or deceptive acts or practices repeatedly occurred in  
8 Defendant's trade or business, injured Plaintiff and impacted the public interest because they  
9 injured other persons and had and have the capacity to injure other persons.

10 106. As a direct and proximate cause of Defendant's unfair or deceptive acts or  
11 practices, Plaintiff and the Class have suffered actual damages, in that Plaintiff and the Class  
12 were wrongfully denied the payment of wages, were forced to work off the clock, and were  
13 prevented from taking rest and meal breaks.

14 107. As a result of Defendants unfair and deceptive practices, Plaintiff and the Class  
15 are entitled, pursuant to RCW 19.86.090, to recover treble damages, reasonable attorneys'  
16 fees, and costs.

17 108. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

#### 18 **XIV. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for relief as follows:

20 A. Damages and restitution according to proof at trial for all unpaid wages and  
21 other injuries, as provided by the FLSA, WMWA, and other laws of the state of Washington;

22 B. For a declaratory judgment that Defendant has violated the FLSA, WMWA,  
23 laws of the state of Washington, and public policy as alleged herein;

24 C. For preliminary, permanent, and mandatory injunctive relief prohibiting  
25 Defendant, its officers, agents, and all those acting in concert with them from committing in  
26 the future those violations of law herein alleged;  
27

1 D. For an equitable accounting to identify, locate, and restore to all current and  
2 former employees the wages they are due, with interest thereon;

3 E. For an order awarding Plaintiff and the Class and Collective members  
4 compensatory damages, including lost wages, earnings, and other employee benefits,  
5 restitution, and all other sums of money owed to Plaintiff and Class and Collective members,  
6 together with interest on these amounts, according to proof;

7 F. For an order awarding Plaintiff and the Class members civil penalties pursuant  
8 to the FLSA and exemplary damages pursuant to Washington law, with interest thereon;

9 G. For an award of reasonable attorneys' fees as provided by the FLSA, WMWA,  
10 laws of the state of Washington, and/or other applicable law;

11 H. For an award of liquidated damages pursuant to the FLSA;

12 I. For all costs of suit;

13 J. For interest on any damages and/or penalties awarded, as provided by  
14 applicable law; and

15 K. For such other and further relief as this Court deems just and proper.

16 RESPECTFULLY SUBMITTED AND DATED this 23rd day of October, 2017.

17 TERRELL MARSHALL LAW GROUP PLLC

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*Attorneys for Plaintiff*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

RICARDO CASTILLO

(b) County of Residence of First Listed Plaintiff Kitsap (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Beth E. Terrell, WSBA #26759 Terrell Marshall Law Group PLLC 936 N. 34th Street, Suite 300 Seattle, WA 98103; 206-816-6603

DEFENDANTS

UNITED RENTALS (NORTH AMERICA), INC.

County of Residence of First Listed Defendant King (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq. ("FLSA") Brief description of cause: Willful failure to pay wages and to provide meal and rest breaks, and violation of Washington Consumer Protection Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 10/23/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Beth E. Terrell, WSBA #26759

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

RICARDO CASTILLO, individually and on behalf of
all others similarly situated,

Plaintiff(s)

v.

UNITED RENTALS (NORTH AMERICA), INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

United Rentals (North America), Inc.
c/o Registered Agent
Corporation Service Company
300 Deshutes Way SW, Suite 304
Tumwater, Washington 98501

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Beth E. Terrell, WSBA #26759
Terrell Marshall Law Group PLLC
936 North 34th Street, Suite 300
Seattle, Washington 98103
206-816-6603

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Employee Claims United Rentals Owes Unpaid Wages for Denied Meal Breaks](#)

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