

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

NICOLE L. RYDER
Plaintiff

v.

SHELL OIL COMPANY AND
SHELL EXPLORATION &
PRODUCTION COMPANY
Defendants

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CIVIL ACTION NO. H-14-00726

JURY TRIAL DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT:

COMES NOW, Nicole L. Ryder (hereinafter referred to as "Plaintiff" or "Ms. Ryder"), Plaintiff in the above styled and numbered cause, and files this Original Complaint, complaining of Shell Oil Company and Shell Exploration & Production Company (hereinafter referred to as "Shell" or "Defendant"), and for her cause of action, respectfully shows as follows:

I.
INTRODUCTION

1. This action seeks equitable relief, actual, compensatory and punitive damages, liquidated damages, attorney's fees, expert witness fees, taxable costs of court, prejudgment and post-judgment interest for violations of the Family Medical Leave Act, 29 U.S.C. § 2601, et seq.
2. Plaintiff demands a jury on all issues triable to a jury.

II.
PARTIES

3. Plaintiff, Nicole Ryder, is an individual currently residing in Harris County, Texas.
4. Defendant, Shell Oil Company is a Delaware corporation authorized to do business in Texas. This Defendant may be served with citation through its registered agent for service, CT Corporation System, 1999 Bryan St., Suite 900, Dallas, Texas 75201.
5. Defendant, Shell Exploration & Production Company is a Delaware corporation authorized to do business in Texas. This Defendant may be served with citation through its registered agent for service, CT Corporation System, 1999 Bryan St., Suite 900, Dallas, Texas 75201.
6. Whenever in this complaint it is alleged that Defendant committed any act or omission, it is meant that the Defendant's officers, directors, vice-principals, agents, servants, or employees committed such act or omission and that at the time such act or omission was committed, it was done with the full authorization, ratification or approval of Defendant or was done in the routine normal course and scope of employment of the Defendant's officers, directors, vice-principals, agents, servants, or employees.

III.
JURISDICTION AND VENUE

7. Venue is proper in the Southern District of Texas, under 28 U.S.C. § 1391(b) since the substantial part of the events or omissions giving rise to this cause of actions occurred in the Southern District of Texas.
8. This court has subject matter jurisdiction in this case pursuant to 28 U.S.C. §1331 (federal question) since Plaintiff is bringing this claim under the Family Medical Leave Act ("FMLA"), 29 U.S.C. § 2601, et seq.

9. The Court has personal jurisdiction over the Defendant since it maintains sufficient minimum contacts with the State of Texas.
10. All conditions precedent to filing this lawsuit have been met.

IV.
FACTS

11. Nicole Ryder began her employment with Shell in June 2008 as a Land Analyst.
12. In August 2011, Ms. Ryder and Shell entered into a Restricted Cash Agreement to Serve.
13. Under that Agreement, in exchange for a retention payment of \$60,300 to be paid at the conclusion of the retention period, Ms. Ryder agreed to remain employed at Shell through July 31, 2013.
14. In the Spring of 2013, Ms. Ryder learned that she was pregnant.
15. Due to her pregnancy, Ms. Ryder experienced severe morning sickness, which required her to miss work on May 8th and 9th, as well as May 29th and 30th.
16. As a result, Ms. Ryder informed Shell that she was pregnant and explained the reason for the absences on May 8, 9, 29 and 30.
17. In response, Shell asked Ms. Ryder to have the necessary FMLA paperwork completed and returned to Shell.
18. On June 27, 2013, Plaintiff had the FMLA paperwork returned to Shell.
19. However, the FMLA forms submitted to Shell were incomplete.
20. Specifically, the FMLA forms inadvertently failed to list the time period for the leave that was being requested under the FMLA.
21. On July 8, 2013, Shell terminated Nicole Ryder's employment.

22. At that time it terminated Ms. Ryder's employment, Shell told Ms. Ryder that it had not received the proper FMLA forms in order to have the absences of May 8, 9, 29 and 30 covered by the FMLA.
23. Therefore, at the time it terminated Ms. Ryder's employment, Shell claimed that Ms. Ryder had "excessive absences" because her absences of May 8, 9, 29 and 30 were not protected by the FMLA.
24. Prior to terminating Ms. Ryder's employment, no one from Shell explained to Ms. Ryder the basis for its claim that it had not received the proper FMLA forms.
25. Prior to terminating Ms. Ryder's employment, no one from Shell explained to Ms. Ryder that the FMLA paperwork it received pertaining to her was not complete.
26. Prior to terminating Ms. Ryder's employment, no one from Shell explained to Ms. Ryder how her FMLA paperwork was not complete.
27. Prior to terminating Ms. Ryder's employment, no one from Shell questioned Ms. Ryder or Ms. Ryder's treating physician about the duration of the leave requested under the FMLA, which had inadvertently been left off the FMLA forms that had been submitted to Shell.
28. Instead of questioning Ms. Ryder and/or Ms. Ryder's physician about the duration of the leave, Shell simply terminated Ms. Ryder's employment.
29. Instead of notifying Ms. Ryder and/or Ms. Ryder's physician of the deficiency in the FMLA paperwork and providing the opportunity to correct the FMLA paperwork that had been submitted, Shell simply terminated Ms. Ryder's employment.

30. On the date of her termination, Ms. Ryder was still qualified to take leave under the FMLA and had FMLA time available.
31. As a result, Shell's termination of Ms. Ryder's employment violated the FMLA.
32. Moreover, at the time it terminated Ms. Ryder's employment, there were only 23 days remaining in the retention period under Shell's Retention Agreement with Ms. Ryder.
33. However, after it terminated Ms. Ryder's employment, Shell refused to pay Ms. Ryder any of the amount due under the Retention Agreement.
34. As such, Shell also violated its Retention Agreement with Ms. Ryder.

V.

CAUSE OF ACTION NO. 1—
FAMILY MEDICAL LEAVE ACT VIOLATION

35. Plaintiff incorporates by reference all of the foregoing allegations in each of the paragraphs above as fully set forth herein.
36. During her employment with Shell, Nicole Ryder suffered from a "serious health condition" as that term is defined under the FMLA.
37. Ms. Ryder was an "eligible employee" as that term is defined by the FMLA.
38. Defendant is an "employer" as that term is defined by the FMLA.
39. During her employment, Plaintiff sought leave to care for herself due to her own serious health condition.
40. At the time Plaintiff was terminated, she had FMLA time available.
41. As described above, by terminating Ms. Ryder's employment, Shell violated 29 U.S.C. § 2601, et seq. by denying her FMLA leave and interfering with her ability to take leave protected by the FMLA.

42. As a result of Defendant's actions in violation of the FMLA, Ms. Ryder has suffered loss of wages, both in the past and in the future, as well as emotional pain, suffering, inconvenience, loss of enjoyment of life in the past, and in the probability will continue to suffer in the future.

VI.
CAUSE OF ACTION NO. 2—
BREACH OF CONTRACT

43. Plaintiff incorporates by reference all of the foregoing allegations in each of the paragraphs above as fully set forth herein.
44. As described above, Nicole Ryder entered into a Restricted Cash Agreement to Serve with Shell.
45. Under that Agreement, Ms. Ryder agreed to remain employed at Shell through July 31, 2013 in exchange for a retention payment of \$60,300 to be paid to her by Shell at the end of the retention period.
46. Prior to the end of the retention period, Shell unlawfully terminated Ms. Ryder's employment.
47. In addition, despite its unlawful termination of Ms. Ryder's employment, Shell refused to pay Nicole Ryder the retention payment under its Agreement with Ms. Ryder.
48. As a result, Shell breached the Restricted Cash Agreement to Serve it had with Nicole Ryder.

VII.
DAMAGES

49. Plaintiff incorporates by reference all of the foregoing allegations in each of the paragraphs above as fully set forth herein.

50. As a result of Defendant's conduct, Nicole Ryder seeks the following damages: (1) back pay; (2) reinstatement or front pay; (3) payment of the retention payment under the Restricted Cash Agreement to Serve; (4) compensatory and punitive damages; (5) attorneys' fees, expert fees and costs; (6) liquidated damages, prejudgment and post-judgment interest.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final hearing and trial hereof, this Court enter judgment in her favor for the above-requested relief, and for any such additional relief as the Court may deem just and proper.

Respectfully submitted,

CLINE I AHMAD

By: /s/Nasim Ahmad _____
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