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Attorneys for Plaintiff WILLIAM MATNEY-TATE,
On behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

STK-CV-UOE-2021-

11019

WILLIAM MATNEY-TATE, on behalf of the
general public as private attorney general,

Plaintiff,

v.

GARDNER TRUCKING, INC., a California
corporation; GARDNER TRUCKING
CONVERSION, LLC, a California Limited
Liability Company; CRST THE
TRANSPORTATION SOLUTION, INC., an
entity of unknown formation; CRST
EXPEDITED, INC., an Iowa Corporation; and
DOES 1-50, inclusive

Defendants.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: BARBARA A. KRONLUND

DEPT: 10-D

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

BY FAX

COMES NOW Plaintiff WILLIAM MATNEY-TATE ("Plaintiff"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants GARDNER TRUCKING, INC., a California corporation; GARDNER TRUCKING CONVERSION, LLC, a California Limited Liability Company; CRST THE TRANSPORTATION SOLUTION, INC., an entity of unknown formation; CRST EXPEDITED, INC., an Iowa Corporation; and DOES 1-50, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq.* PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to Defendant's: (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) and ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant's employ; (e) failing to provide accurate itemized wage statements; and (f) failing to reimburse expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

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II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are doing business throughout California, including but not limited to San Joaquin County, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California. Defendants employ numerous aggrieved employees in in the State of California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated non-exempt aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to

1 the present ("liability period"), Defendant consistently maintained and enforced against
2 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
3 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
4 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
5 and ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an
6 additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
7 every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or
8 accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay all
9 wages earned and owed upon separation from Defendant's employ; (e) failing to provide accurate
10 itemized wage statements; and (f) failing to reimburse expenses.

12 9. Plaintiff on behalf of the general public as private attorney general and all other
13 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
14 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
15 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and
16 costs.
17

18 **III. PARTIES**

19 **A. Plaintiff**

20 10. Plaintiff, WILLIAM MATNEY-TATE, was at all times relevant to this action, a
21 resident of California. Plaintiff was employed by Defendants in approximately January 2021 as a
22 Non-Exempt Employee working as a driver, and worked during the liability period for Defendants
23 until Plaintiff's separation from Defendants' employ in approximately June 2021. Plaintiff's duties
24 included, but were not limited to, reporting to dispatch, preparing paperwork, inspecting truck,
25 locating trailer, inspecting trailer, hooking up trailer, driving to location, unloading trailer.
26

27 11. As Defendants' employee, Plaintiff, and all other aggrieved employees were
28 regularly required to and subsequently suffered:

- a) perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");
- b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");
- c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");
- d) not provided accurate itemized wage statements; and
- e) not reimbursed for business expenses incurred.

12. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum and overtime wages, and meal and rest period premium wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendants returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

13. Defendants GARDNER TRUCKING, INC., a California corporation; GARDNER TRUCKING CONVERSION, LLC, a California Limited Liability Company; CRST THE TRANSPORTATION SOLUTION, INC., an entity of unknown formation; CRST EXPEDITED,

1 INC., an Iowa Corporation operate as trucking and logistics companies. Plaintiff estimates there
2 are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the
3 last year.

4 14. Other than identified herein, Plaintiff is unaware of the true names, capacities,
5 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
6 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
7 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
8 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
9 ascertained.
10

11 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
12 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
13 Representative Group , and exercised control over their wages, hours, and working conditions.
14 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
15 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
16 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
17 to the other defendants.
18

19 **IV. GENERAL ALLEGATIONS**

20 16. At all times set forth herein, Defendants employed Plaintiff and other persons in
21 the capacity of non-exempt positions, however titled, throughout the state of California.

22 17. Plaintiff are informed and believes Aggrieved Employees have at all times pertinent
23 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
24 rules and regulations of the IWC California Wage Orders.
25

26 18. Defendants continue to employ Non-Exempt Employees, however titled, in
27 California and implement a uniform set of policies and practices to all non-exempt employees, as
28 they were all engaged in the generic job duties related to Defendants' trucking and logistics

1 operations.

2 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
3 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
4 the requirements of California's wage and employment laws.

5 20. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
6 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
7 week.
8

9 21. Defendants had a common policy and practice of denying Plaintiff and Aggrieved
10 Employees minimum wages. Specifically, Plaintiff and Aggrieved Employees were required to
11 work off-the-clock for which they were not paid wages. Plaintiff and Aggrieved Employees were
12 required to respond to calls and text messages from Defendant before and after their shifts.
13 Additionally, Plaintiff and Aggrieved Employees were required to speak to management and fill
14 out paperwork before clocking in. Plaintiff and Aggrieved Employees were also required to do
15 paperwork and turn in paperwork at the end of shift that was also done off-the-clock. Plaintiff and
16 Aggrieved Employees were never paid wages for the off-the-clock work performed. This unpaid
17 time caused Plaintiff and Aggrieved Employees to work in excess of eight (8), ten (10), and sixteen
18 (16) hours a day, entitling them to overtime wages which they were systemically denied.
19

20 22. Further, Plaintiff and Aggrieved Employees received bonuses in the same pay
21 periods in which Plaintiff and Aggrieved Employees received overtime pay. However, Defendants
22 failed to adjust Plaintiff's and Aggrieved Employees regular rates of pay by failing to incorporate
23 the value of the bonus when calculating the overtime pay.
24

25 23. Plaintiff is informed and believes, and thereon alleges that, during the relevant time
26 frame, Defendants also compensated Plaintiff and the Aggrieved Employees with shift
27 differentials, but failed to incorporate the shift differentials into the regular rate of pay for overtime
28 calculation purposes and therefore were provided inaccurate overtime pay.

1 24. Defendants failed to properly calculate Plaintiff's and the Aggrieved Employees'
2 regular rate of pay because Defendants failed to include all forms of compensation in the regular
3 rate including bonuses, incentives, differentials, commissions, and other compensation.

4 25. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
5 excess of five hours without being provided a lawful meal period and over ten hours in a day
6 without being provided a second lawful meal period as required by law.

7 26. Indeed, during the relevant time, as a consequence of Defendants' staffing and
8 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
9 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
10 compliant uninterrupted 30-minute meal periods on shifts over five hours as required by law.

11 27. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
12 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
13 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
14 over ten hours as required by law.

15 28. On information and belief, Plaintiff and Aggrieved Employees did not waive their
16 rights to meal periods under the law.

17 29. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
18 meal periods.

19 30. Despite the above-mentioned meal period violations, Defendants failed to
20 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
21 one additional hour of pay at their regular rate as required by California law when meal periods
22 were not timely or lawfully provided in a compliant manner.

23 31. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
24 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
25 were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7

1 but were not receiving such compensation.

2 32. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
3 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
4 period for every four hours worked or major fraction thereof, which is a violation of the Labor
5 Code and IWC wage order.

6 33. Defendants maintained and enforced scheduling practices, policies, and imposed
7 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
8 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
9 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
10 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

11 34. Despite the above-mentioned rest period violations, Defendants did not compensate
12 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
13 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
14 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
15 permitted.

16 35. Defendants further failed to incorporate all bonuses earned and other remunerations
17 into Plaintiff's and Aggrieved Employees' regular rates of pay when calculating rest period
18 premiums.

19 36. Defendants also failed to provide accurate, lawful itemized wage statements to
20 Plaintiff and the Aggrieved Employees in part because of the above specified violations including
21 Defendants' failure to identify the hourly rate of pay and the hours worked to calculate Plaintiff's
22 and Aggrieved Employees' compensation. In addition, upon information and belief, Defendants
23 omitted an accurate itemization of the premiums due and owing for meal and rest period violations
24 and also gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage
25 statements. Upon information and belief, Defendants also provided an incorrect name for the
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1 employer and did not accurately reflect the rate for the shift differential. Also, on information and
2 belief, Defendants changed the name of their entity, but did not reflect this change on the wage
3 statements.

4 37. On information and belief, Defendants failed to reimburse business expenses
5 incurred by Plaintiff and Aggrieved Employees as a result of the discharge of their duties. For
6 instance, Plaintiff and Aggrieved Employees were required to use their personal cellphones both
7 on and off-the-clock for work related purposes. Despite these realities, Defendants failed to
8 reimburse Plaintiff and Aggrieved Employees pursuant to Labor Code § 2802.
9

10 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
12 thereof for resignations without prior notice as the case may be) they had a duty to accurately
13 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
14 meal and rest period premiums, and that Defendants had the financial ability to pay such
15 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
16 because of the above-specified violations.
17

18 39. Upon information and belief, Defendants knew and or should have known that it is
19 improper to implement policies and commit unlawful acts such as:

20 (a) requiring employees to work four (4) hours or a major fraction thereof
21 without being provided a minimum ten (10) minute rest period and without compensating the
22 employees with one (1) hour of pay at the employees' regular rate of compensation for each
23 workday that a rest period was not provided;

24 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per
25 day without being provided an uninterrupted thirty minute meal period and/or a second meal
26 period, and without compensating employees with one (1) hour of pay at the regular rate of
27 compensation for each workday that such a meal period was not provided;
28

1 (c) failing to pay Plaintiff and Aggrieved Employees for all wages including
2 overtime wages owed;

3 (d) failing to timely pay Plaintiff and Aggrieved Employees;

4 (e) failing to provide accurate itemized wage statements;

5 (f) failing to reimburse business expenses.
6

7 40. In addition to the violations above, and on information and belief, Defendants knew
8 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
9 herein and that Defendants had the financial ability to pay such compensation, but willfully,
10 knowingly, recklessly, and/or intentionally failed to do so.

11 V. **REPRESENTATIVE CLAIMS**

12 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

13 41. Plaintiff incorporates by reference and re-alleges each and every allegation
14 contained above, as though fully set forth herein.
15

16 42. On September 27, 2021, Plaintiff complied with notice requirements pursuant to
17 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
18 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
19 that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
20 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
21 representative capacity. The substance and violations set forth in this Complaint of which the
22 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
23 Action Complaint to the LWDA.
24

25 43. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
26 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
27 Employees of Defendants.

28 44. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for

1 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
2 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
3 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage Orders and
4 California Code of Regulations, Title 8, section 11000 *et seq.*

5
6 45. At all times relevant, Plaintiff and all other aggrieved employees regularly
7 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
8 rest break requirements of the applicable IWC wage order and the Labor Code.

9 46. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
10 accurately pay at least minimum wages due as a result of Defendants requiring Plaintiff and
11 Aggrieved Employees to perform work related tasks off the clock, both before they were on the
12 clock and after they were off the clock.

13 47. Defendants violated Labor Code sections 510 and 1194 by failing to accurately pay
14 overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses, shift
15 differentials and other forms of remuneration as described above into the regular rate of pay for
16 overtime calculation purposes. Therefore, Defendants violated section 510, and 1194 by not
17 compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day
18 or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime
19 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
20 excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation
21 twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess
22 of eight (8) hours in a day on the seventh day of work in a particular work week.

23
24
25 48. Defendants failed to provide Plaintiff and all other aggrieved employees
26 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
27 and enforced policies of on duty meal period practices which required employees to work during
28 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior

1 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
2 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof
3 at time of trial.

4 49. Plaintiff, and on information and belief, all aggrieved employees, were
5 systematically not permitted or authorized to take ten minute rest periods for every four hours
6 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
7 Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour
8 of wages for every day in which a rest period was missed or untimely as a result of Defendants'
9 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period
10 for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and
11 by failing to provide compensation for such non-provided or shortened rest periods, as alleged
12 above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
13 applicable IWC Wage Order.
14

15 50. Defendants also willfully violated Labor Code sections 201-203 by failing to
16 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
17 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
18 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
19 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
20 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
21 The penalty cannot exceed 30 days of wages.
22

23 51. Plaintiff and all other aggrieved employees who were separated from employment
24 are entitled to compensation for all forms of wages earned, including but not limited to
25 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
26 have not received such compensation, therefore entitling them to penalties under PAGA for
27 violations of Labor Code sections 201-203.
28

1 52. On information and belief, Defendants willfully failed to pay all wages due and
2 owing upon separation from employment. These wages include regular and overtime wages, and
3 meal and rest period premiums.

4 53. On information and belief, Defendants failed to provide accurate itemized wage
5 statements which failed to include the rate of pay and total hours worked per pay period, failed to
6 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
7 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
8 to Labor Code section 226(a).

10 54. Defendants have failed to provide Plaintiff and Aggrieved Employees rates of pay
11 and the hours for which they worked for any given pay period.

12 55. Defendants have failed to accurately record all time worked.

13 56. Defendants have also failed to accurately record the meal and rest period premiums
14 owed and all wages owed per pay period.

15 57. Defendants also provided an incorrect name for the employer and did not accurately
16 reflect the rate for the shift differential. Also, on information and belief, Defendants changed the
17 name of their entity, but did not reflect this change on the wage statements.

18 58. Plaintiff and Aggrieved Employees have been injured as they were unable to
19 determine whether they had been paid correctly for all hours worked per pay period among other
20 things

21 59. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
22 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
24 for each violation in a subsequent citation, for which the employer fails to provide the employee a
25 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

26 60. On information and belief, Defendants failed to reimburse Plaintiff and Aggrieved
27 employees for the cost of their legal fees and costs.

1 Employees for business expenses incurred as described above. Labor Code § 2802 requires
2 Defendants to indemnify Plaintiff and Aggrieved Employees for necessary expenditures incurred
3 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
4 Defendants failed to provide reimbursements.

5
6 61. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
7 implied, made by any employee to waive the benefits of this article or any part thereof is null and
8 void, and this article shall not deprive any employee or his or her personal representative of any
9 right or remedy to which he is entitled under the laws of this State.

10 62. Additionally, Defendants have no accurate records relating to aggrieved
11 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
12 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
13 maintain accurate records relating to hours worked daily in violation of Labor Code sections
14 1174(d), 1174.5.

15
16 63. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees
17 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
18 worked.

19 64. Plaintiff and the Representative Aggrieved Employees are entitled to recover
20 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

21 **PRAYER FOR RELIEF**

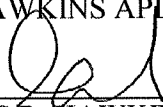
22 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 23
24 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 25 2. For reasonable attorneys' fees and costs; and
- 26 3. For such other and further relief as the Court deems proper.
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Dated: December 2, 2021

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
JEANNE SARMIENTO, ESQ.
Attorneys for Plaintiff WILLIAM
MATNEY-TATE and on behalf of the
general public as private attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

September 24, 2021

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

GARDNER TRUCKING, INC., a California corporation
Agent for Service of Process: Cogency Global Inc.
1325 J Street, Suite 1550
Sacramento, CA 95814
Receipt No. 7020 0640 0001 0089 8489

GARDNER TRUCKING CONVERSION, LLC, a California Limited Liability Company
Agent for Service of Process: Cogency Global Inc.
1325 J Street, Suite 1550
Sacramento, CA 95814
Receipt No. 7020 0640 0001 0089 8496

CRST THE TRANSPORTATION SOLUTION, INC., an entity of unknown formation
Agent for Service of Process: Cogency Global Inc.
1325 J Street, Suite 1550
Sacramento, CA 95814
Receipt No. 7020 0640 0001 0089 8502

CRST EXPEDITED, INC., an Iowa Corporation
Agent for Service of Process: Cogency Global Inc.
1325 J Street, Suite 1550
Sacramento, CA 95814
Receipt No. 7020 0640 0001 0089 8519

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

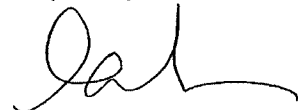
PLEASE TAKE NOTICE that plaintiff WILLIAM MATNEY-TATE individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, and GARDNER TRUCKING, INC., a California corporation; GARDNER TRUCKING CONVERSION, LLC, a California Limited Liability Company; CRST THE TRANSPORTATION SOLUTION, INC., an entity of unknown

formation; CRST EXPEDITED, INC., an Iowa Corporation, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Joaquin County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, flowing script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint