

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

FILED
SUPERIOR COURT
2023 SEP 13 AM 10:48
STEPHAN C. BOHREFF, CLERK
BY ADRIANA GAMBOA

Attorneys for Plaintiff Travis Alexander, on behalf of himself, all others similarly situated, and the general public,

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

TRAVIS ALEXANDER, on behalf of himself
and all others similarly situated and on behalf
of the general public,

Plaintiff,

v.

REEVE TRUCKING COMPANY, INC., a
California corporation, DONALD J. REEVE,
an individual, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: STK-CV-UOE-2023-0007044

*Assigned to the Honorable George J. Abdallah,
Department 10A*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

**1. FAILURE TO PAY ALL WAGES EARNED
(LABOR CODE §§ 1194 AND 1194.2)**

**2. FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT
PROVISIONS (LABOR CODE § 226(a), (e))**

**3. FAILURE TO TIMELY PAY WAGES DUE
AT SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203 AND 227.3)**

**4. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200 ET SEQ.**

**5. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 227.3,
AND 1194 AND PURSUANT TO LABOR
CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558**

DEMAND FOR JURY TRIAL

Complaint Filed: July 11, 2023

1 Plaintiff TRAVIS ALEXANDER (“Plaintiff”), individually and on behalf of all similarly
2 situated individuals (the “Class”) and on behalf of the general public, complains of REEVE
3 TRUCKING COMPANY, INC., a California corporation, DONALD J. REEVE, an individual, and/or
4 any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”), as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure
8 § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all non-exempt employees who
9 currently work or formerly worked for Defendants within the State of California.

10 2. For at least four (4) years prior to the filing of this action and continuing to the present
11 (the “liability period”), Defendants have had consistent policies of failing to pay Plaintiff and Class
12 Members (as defined below) all wages earned; failing to provide Plaintiff and Class Members with
13 accurately itemized wage statements; and failing to timely pay Plaintiff’s and Class Members’ wages
14 upon separation of employment.

15 3. Plaintiff, on behalf of himself and Class Members, brings this action pursuant to Labor
16 Code §§ 201-203, 226(a), 227.3, 1194, and 1194.2 seeking compensation for all unpaid wages,
17 liquidated damages, statutory and civil penalties, injunctive and other equitable relief, and reasonable
18 attorneys’ fees and costs.

19 4. Plaintiff, on behalf of himself and Class Members, and pursuant to Business &
20 Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all
21 benefits Defendants enjoyed from their failure to pay all wages due to Class Members.

22 5. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code
23 §§ 2698 *et seq.*, seeks penalties for Defendants’ various violations of the California Labor Code..

24 6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
25 because Defendants employed Plaintiff and Class Members in San Joaquin County, California.

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

II.

PARTIES

A. Plaintiff

7. Plaintiff TRAVIS ALEXANDER worked for Defendants from January 2023 through June 2023 as a non-exempt employee within the State of California, including in San Joaquin County.

8. During his work with Defendants, Plaintiff was:

- a. Willfully denied the payment of all wages earned;
- b. Willfully denied accurately itemized wage statements; and
- c. Willfully denied timely payment of all wages due at the separation of his employment.

B. Defendants

9. Defendant REEVE TRUCKING COMPANY, INC. is a California corporation that employed Plaintiff, Class Members, and Aggrieved Employees in San Joaquin County, California.

10. Defendant DONALD J. REEVE is an individual and managing member of REEVE TRUCKING COMPANY, INC. As an owner, director, officer, and/or managing agent of REEVE TRUCKING COMPANY, INC., who directly and/or indirectly, or through an agent or some other person, engaged, suffered, and/or permitted Plaintiff and Class Members to work and exercised control over their wages, hours, and working conditions, DONALD J. REEVE is personally liable for the violations alleged herein pursuant to *Martinez v. Combs* (2010) 49 Cal.4th 35 and pursuant to Labor Code § 558.1 for all claims pursuant to PAGA.

11. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

13. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action on behalf of himself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following Class composed of and defined as follows:

THE CLASS

All persons employed as non-exempt employees by Defendants in California at any time since the date four years preceding the filing of this Action, plus any additional time tolled by the California State Judicial Council pursuant to Emergency Rule 9 in response to the COVID-19 pandemic and continuing through the present.

15. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

16. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class are easily ascertainable.

A. Numerosity

17. The potential Class Members as defined are so numerous that joinder of all Class Members is impracticable. While the precise number of Class Members has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently

1 employ, and during the relevant time periods employed, over 50 persons in the State of California
2 who fall within the Class definition.

3 18. Accounting for turnover during the relevant period necessarily increases this number.
4 Plaintiff alleges Defendants' employment records would provide information as to the number and
5 location of Class Members. Joinder of Class Members is not practicable.

6 **B. Commonality**

7 19. There are questions of law and fact common to the Class that predominate over any
8 questions affecting only individual Class Members. These common questions of law and fact include,
9 without limitation:

- 10 a. Whether Defendants failed to pay all wages earned to Plaintiff and Class
11 Members, in violation of Labor Code §§ 1194 and 1194.2;
- 12 b. Whether Defendants failed to provide Plaintiff and Class Members with
13 accurately itemized wage statements, in accordance with Labor Code § 226(a),
14 (e);
- 15 c. Whether Defendants failed to timely pay Plaintiff and Class Members all
16 wages due and owing at the separation of their employment, in violation of
17 Labor Code §§ 201-203 and 227.3; and
- 18 d. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
19 to Business & Professions Code § 17200 *et seq.*

20 **C. Typicality**

21 20. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff
22 and Class Members sustained injuries and damages arising out of and caused by Defendants' common
23 course of conduct in violation of laws, regulations that have the force and effect of law, and statutes
24 as alleged herein.

25 **D. Adequacy of Representation**

26 21. Plaintiff will fairly and adequately represent and protect the interests of Class
27 Members. Counsel who represents Plaintiff are competent and experienced in litigating large
28 employment class actions.

1 **E. Superiority of Class Action**

2 22. A class action is superior to other available means for the fair and efficient adjudication
3 of this controversy. Individual joinder of all proposed Class Members is not practicable, and
4 questions of law and fact common to the proposed Class predominate over any questions affecting
5 only individual members of the proposed Class. Each member of the proposed Class has been
6 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

7 23. Class action treatment will allow those similarly situated persons to litigate their
8 claims in the manner that is most efficient and economical for the parties and the judicial system.
9 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
10 action that would preclude its maintenance as a class action.

11 **IV.**

12 **CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**

14 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

15 **FAILURE TO PAY ALL WAGES EARNED**

16 **(LABOR CODE §§ 1194 AND 1194.2)**

17 24. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set
18 forth herein.

19 25. During the liability period, Defendants failed to compensate Plaintiff and Class
20 Members for all wages, including minimum wages earned, in violation of Labor Code §§ 1194 and
21 1194.2. Plaintiff and Class Members were paid a piece-rate wage for each load they transported.
22 However, Plaintiff and Class Members were not paid for non-productive time when they were not
23 driving, even though they were under the control of Defendants and entitled to be paid at least the
24 minimum wage for all hours they were subject to the control of Defendants. This violates Labor Code
25 §§ 1194 and 1194.2.

26 26. As a result of the unlawful acts of Defendants in willfully failing to pay all wages
27 earned, Plaintiff and Class Members have been deprived of wages in amounts to be determined at
28 trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys'

1 fees, and costs, pursuant to Labor Code § 1194, and liquidated damages pursuant to Labor Code §
2 1194.2.

3 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

4 **V.**

5 **SECOND CAUSE OF ACTION**

6 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

7 **FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT**

8 **PROVISIONS**

9 **(LABOR CODE § 226(a), (e))**

10 27. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set
11 forth herein.

12 28. Section 226(a) of the California Labor Code requires Defendants to provide wage
13 statements to employees. In those wage statements, Defendants must provide an accurate itemized
14 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
15 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
16 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
17 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
18 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
19 her social security number or an employee identification number other than a social security number,
20 (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly
21 rates in effect during the pay period and the corresponding number of hours worked at each hourly
22 rate by the employee. Defendants have failed to comply with Labor Code § 226(a).

23 29. Defendants failed to issue Plaintiff and Class Members wage statements that fully and
24 accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and
25 Class Members were not paid all wages. As such, the wage statements provided by Defendants failed
26 to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked,
27 in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and
28

1 all applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked, in violation of Labor Code § 226(a)(9).

3 30. In addition, and independent of the above allegations, the wage statements issued to
4 Plaintiff and Class Members failed to list the number of piece rate units earned and any applicable
5 piece rate, in violation of Labor Code § 226(a)(2).

6 31. As a consequence of Defendants' willful conduct in failing to provide Class Members
7 with accurately itemized wage statements, Plaintiff and Class Members have been injured because
8 they are not able to ascertain all of the information required by Labor Code § 226(a). As a result,
9 Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the
10 greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100
11 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
12 \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to
13 Labor Code § 226(h).

14 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

15 **VI.**

16 **THIRD CAUSE OF ACTION**

17 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

18 **FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

19 **(LABOR CODE §§ 201-203 AND 227.3)**

20 32. Plaintiff incorporates paragraphs 1 through 30 of this Complaint as though fully set
21 forth herein.

22 33. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
23 due within 72 hours after resignation of employment or the day of termination of employment. Labor
24 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
25 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
26 or an action is commenced. The penalty cannot exceed 30 days of wages.

27 34. Defendants paid Class Members their final wages beyond the time frames set forth in
28 Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were

1 not paid all wages due and owing throughout the course of their employment, as detailed above.
2 Consequently, at the time of their separation from employment with Defendants, they were not paid
3 all final wages due and owing for the entirety of their employment and were not paid all vacation
4 wages owed. In addition, when our client was terminated, he was not issued his final wages on the
5 day of his termination; instead, he was issued his final wages several days later. This violates Labor
6 Code §§ 201-202 and 227.3 and is alleged on behalf of our client and certain Aggrieved Employees
7 no longer employed by Defendants.

8 35. More than 30 days have passed since Plaintiff and Class Members have left
9 Defendants' employ.

10 36. As a consequence of Defendants' willful conduct in not paying wages owed timely
11 upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as
12 a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of
13 employment.

14 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

15 **VII.**

16 **FOURTH CAUSE OF ACTION**

17 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

18 **UNFAIR COMPETITION PURSUANT TO**

19 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

20 37. Plaintiff incorporates paragraphs 1 through 35 of this Complaint as though fully set
21 forth herein.

22 38. This is a Class Action for Unfair Business Practices. Plaintiff, on his own behalf and
23 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
24 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
25 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
26 and all Class Members. Plaintiff seeks to enforce important rights affecting the public interest within
27 the meaning of Code of Civil Procedure § 1021.5.
28

1 39. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
2 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
3 appropriate equitable relief.

4 40. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
5 practices.

6 41. Wage and hour laws express fundamental public policies. Properly providing
7 employees with all wages due is a fundamental public policy of this State and of the United States.
8 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
9 standards, to ensure that employees are not required or permitted to work under substandard and
10 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
11 lower their costs by failing to comply with minimum labor standards.

12 42. Defendants have violated statutes and public policies. Through the conduct alleged
13 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
14 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
15 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
16 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
17 guaranteed to all employees under law.

18 43. Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of
19 §17200 *et seq.* of the Business & Professions Code.

20 44. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
21 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
22 17200 *et seq.* of the Business & Professions Code.

23 45. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
24 similarly situated have been damaged in a sum as may be proven.

25 46. Unless restrained by this Court, Defendants will continue to engage in the unlawful
26 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
27 should make such orders or judgments, including the appointment of a receiver, as may be necessary
28 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
2 to, disgorgement of profits which may be necessary to restore Plaintiff and all Class Members to the
3 money Defendants have unlawfully failed to pay.

4 **VIII.**

5 **FIFTH CAUSE OF ACTION**

6 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

7 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**

8 **LABOR CODE §§ 201, 202, 226(a), 227.3, AND 1194 AND PURSUANT TO**

9 **LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10 47. Plaintiff incorporates paragraphs 1 through 59 of this Complaint as though fully set
11 forth herein.

12 48. As a result of the acts alleged above, including the Labor Code violations set forth
13 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* against Defendants.

14 49. For each such violation, Plaintiff and Aggrieved Employees are entitled to penalties
15 in an amount to be shown at the time of trial subject to the following formula:

16 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and
17 \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a),
18 227.3, and 1194; and

19 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by
20 Labor Code §§ 225.5 and 558.

21 50. Penalties recovered will be allocated 75% to the Labor and Workforce Development
22 Agency, and 25% to the affected employees.

23 51. On July 5, 2023, Plaintiff sent a letter, by online submission to the LWDA and by
24 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
25 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
26 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
27 calendar days of July 5, 2023. Plaintiff may therefore commence this action to seek civil penalties
28 pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages and liquidated damages pursuant to Labor Code §§ 1194 and 1194.2, respectively, in the amount of all unpaid wages due to Plaintiff and Class Members;
2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
3. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
4. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
5. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
6. An award of prejudgment and post-judgment interest;
7. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, and other applicable law;
8. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, and other applicable law; and
9. Such other and further relief as this Court may deem just and proper.

Dated: September 12, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: *Daniel F. Gaines*
DANIEL F. GAINES
ALEX P. KATOFISKY
Attorney for Plaintiff

///

///

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: September 12, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: *Daniel F. Gaines*
DANIEL F. GAINES
ALEX P. KATOFISKY
Attorney for Plaintiff

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

_____ (For messenger) my business address is:

Garrett V. Jensen, Esq. – gjensen@cdflaborlaw.com
CDF LABOR LAW LLP
18300 Von Karman Avenue, Suite 800
Irvine, CA 92612
Attorneys for Reeve Trucking Company

____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

_____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission on the counsel of record listed above.

I declare under penalty of perjury that the foregoing is true and correct.

Katherine Soriano
Katherine Soriano