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Superior Court of California
County of San Joaquin
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Attorneys for Plaintiff JUSTIN WOODS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

**JUSTIN WOODS, an individual, and as
proxy for the LWDA,**

Plaintiff,

vs.

**A.S.L. TRANS PRO, INC., a corporation;
RELIANCE INTERMODAL, INC., a
corporation, and DOES 1-10, inclusive,**

Defendants.

Case No.: STK-CV-UOE-2023-0012067

FIRST AMENDED COMPLAINT FOR:

- 1. FAILURE TO PAY MINIMUM
WAGE**
- 2. FAILURE TO TIMELY PAY
WAGES AT CESSATION OF
EMPLOYMENT**
- 3. FAILURE TO FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS**
- 4. FAILURE TO REIMBURSE
BUSINESS EXPENSES**
- 5. FAILURE TO FURNISH PAYROLL
RECORDS**
- 6. FAILURE TO FURNISH
PERSONNEL FILES**
- 7. FAILURE TO PAY WAGES**
- 8. LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF
2004 ("PAGA")**

JURY TRIAL DEMANDED

Plaintiff Justin Woods ("Woods") brings this action against A.S.L. Trans Pro, Inc. ("ASL"), Reliance Intermodal, Inc. ("Reliance") and Does 1-10, inclusive as referred to herein, for unpaid wages, statutory penalties, liquidated damages, interest, costs, and attorney's fees resulting from the defendants' unlawful conduct. As grounds Woods therefore alleges:

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1 **PARTIES**

2 1. Woods is and/or was at all times relevant herein an individual; a resident of California;
3 and employed in San Joaquin County, California.

4 2. ASL is and was at all times relevant herein a California corporation, doing business in
5 California.

6 3. Reliance is and was at all times relevant herein a California corporation, doing business
7 in California.

8 4. ASL, Reliance, and Does 1-10 are referred to collectively herein as "Defendants."

9 5. Woods is not aware of the true names and capacities of the defendants sued herein as
10 Does 1-10, whether individual, corporate, associate, or otherwise, and, therefore, sues such defendants
11 by these fictitious names. Woods will amend this complaint to allege their true names and capacities
12 when ascertained. Woods is informed and believes, and on that basis alleges, that each of the
13 fictitiously named defendants is responsible in some manner for the occurrences herein alleged and
14 that Woods's and the similarly situated individuals' injuries herein alleged were legally caused by such
15 defendants. Unless otherwise indicated, each defendant was acting within the course and scope of said
16 agency and/or employment, with the knowledge and/or consent of said co-defendant.

17 **VENUE AND JURY TRIAL DEMAND**

18 6. Venue is proper in this Court because the unlawful acts as to Woods alleged herein took
19 place in San Joaquin County and Woods's place of employment with Defendants is and was at all
20 times relevant herein in San Joaquin County, California. Woods hereby demands a jury trial.

21 **GENERAL ALLEGATIONS**

22 7. Woods was jointly employed by Defendants in San Joaquin County as a truck driver.

23 8. Woods and Defendants' other truck drivers had their base of operations with
24 Defendants in California and performed the majority of their work within California throughout the
25 relevant time period.

26 9. Though Woods was exempt from overtime premium pay under California law by virtue
27 of the nature of his job, Defendants were required to pay Woods at least the applicable minimum wage
28 for all hours he worked while employed by Defendants.

1 10. During the relevant time period, Woods and Defendants' other non-exempt, hourly
2 employees, current and former, were not paid at least minimum wage for all hours they worked.
3 Though Defendants were fully aware of the actual hours worked by Woods and their other truck
4 drivers, through Defendants' practices of scheduling routes and through their ability to review
5 employee driver logs and hours submitted by employees, Defendants regularly and systematically
6 underpaid Woods and other truck driver employees for fewer hours than they actually worked.

7 11. As just one example, in or about August 2023, Woods was stranded out of state for
8 several days when his truck broke down. Defendants did not pay Woods minimum wage for all hours
9 he was working and/or under employer's direction and control during this period. On numerous other
10 occasions, Defendants simply paid Woods for less hours than he actually worked and reported to
11 Defendants.

12 12. On several occasions during his employment, Woods complained to his supervisors that
13 he was not being compensated for all hours worked. Defendants conceded that Woods was underpaid
14 for his work time but did not pay him the full amount he was owed, nor did they pay any of its other
15 non-exempt employees, including their other truck drivers, their underpaid minimum wages.

16 13. Woods and Defendants' other truck driver employees were regularly required to incur
17 business expenses in the discharge of their duties that were not reimbursed by Defendants. These
18 business expenses included, but are not limited to, the required use of personal cellular phones for
19 work purposes. Woods and Defendants' other truck drivers were regularly required to communicate
20 with management regarding trips and work status using their personal cellular phones. However,
21 Defendants did not reimburse Woods or its other truck drivers for this personal cellular phone usage.
22 Further, when Woods was stranded in Illinois, Defendants did not fully reimburse him for his required
23 room and board.

24 14. Woods resigned his employment in or around September 2023. After Woods resigned,
25 Defendants did not pay, and to date have not paid, him the balance of his earned and unpaid wages
26 outstanding at the time of his resignation.

27 15. Because Defendants failed to pay Woods and its other truck driver employees at least
28 minimum wage for all hours worked, in each pay period in which Woods and other truck drivers were

1 not paid for all hours worked, the wage statements issued by Defendants to Woods and its other truck
2 drivers failed to accurately state the total hours worked, gross and net wages earned, and all applicable
3 rates of pay and the number of hours worked at each rate, all in violation of Labor Code sections
4 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

5 16. Furthermore, these inaccuracies were not the result of a clerical error and were
6 intentional, derived from Defendants pattern and practice of refusing and failing to pay its employees
7 for all of their work time.

8 17. Woods and Defendants other truck drivers were injured as a result of these violations as
9 they could not promptly and easily determine from the wage statements alone their total hours worked,
10 gross and net wages earned, or all applicable hourly rates and the number of hours worked at each rate.

11 18. On September 22, 2023, Woods, through his counsel of record, sent a written request to
12 Defendants for copies of his wage statements and personnel file, pursuant to Labor Code sections
13 226(b) and 1198.5. As of the filing of this complaint, Defendants have yet to furnish Woods with
14 copies of his wage statements or personnel file.

15 **PAGA ALLEGATIONS**

16 19. On November 7, 2023, Woods provided written notice by certified mail to Defendants
17 and by online filing to the LWDA of the specific provisions of the Labor Code alleged to have been
18 violated, including the facts and theories to support the alleged violations pursuant to the Labor Code
19 Private Attorney General Act of 2004 (“PAGA”). A true and correct copy of Woods’ PAGA notice is
20 attached hereto as **Exhibit 1**.

21 20. As of the filing of this amended complaint, the LWDA has not responded to Woods’
22 notice nor given notice that it intended to investigate the violations set forth therein.

23 **FIRST CAUSE OF ACTION**
24 **VIOLATION OF LABOR CODE SECTIONS 1194, 1194.2, 1197, 1197.1, & 1198**
25 **(Failure to Pay Minimum Wage)**
26 **Against All Defendants**

27 21. Woods hereby realleges and incorporates by reference Paragraphs 1 through 20 above
28 as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
cause of action.

1 22. Labor Code sections 1194 and 1197 provide that the minimum wage established by law
2 in California is the minimum wage that may be paid to employees for every hour worked,
3 notwithstanding any private agreement to the contrary.

4 23. During the relevant time period, and as set forth above, Defendants failed to pay Woods
5 and their other truck driver employees at least minimum wage for all hours worked, in violation of
6 Labor Code sections 1194, 1194.2, 1197, 1197.1, and 1198.

7 24. Wherefore, Woods has been injured as set forth above and requests relief as hereafter
8 provided.

9 **SECOND CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE SECTIONS 201/202**
11 **(Failure to Timely Pay Wages at Cessation of Employment)**
 Against All Defendants

12 25. Woods hereby realleges and incorporates by reference Paragraphs 1 through 23 above
13 as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
14 cause of action.

15 26. Labor Code section 201 provides that if an employer discharges an employee, the
16 wages earned and unpaid at the time of discharge are due and payable immediately.

17 27. Labor Code section 202 requires an employer to pay an employee all earned but unpaid
18 wages within 72 hours of the employee resigning his or her employment, or immediately at the time of
19 resignation if the employee has given 72 hours prior notice of his or her intention to quit.

20 28. As set forth above, Woods and Defendants' other truck driver employees were not paid
21 minimum wage for all hours worked throughout their respective employments. As a result, Woods
22 and Defendants' other former truck driver employees necessarily had outstanding wages due and
23 owing at the time they separated from employment with Schell; those wages remain outstanding.

24 29. As a result, Woods and Defendants' other former truck driver employees were not
25 timely paid all of their earned but unpaid wages following cessation of their employment with
26 Defendants.

27 30. Wherefore, Woods has been injured as set forth above and request relief as hereafter
28 provided.

THIRD CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 226(a)
(Failure to Furnish Accurate Itemized Wage Statements)
Against All Defendants

31. Woods hereby realleges and incorporates by reference Paragraphs 1 through 30 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

32. Pursuant to Labor Code section 226(a), “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned...(5) net wages earned,...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...”

33. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. Labor Code § 226€(1).

34. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) of Labor Code section 226 and the employee cannot promptly and easily determine from the wage statement alone: i) the amount of gross/net wages paid to the employee during the pay period or any of the other information required to be provided pursuant to Labor Code section 226(a)(2)-(a)(4), inclusive, and (a)(6) and (a)(9), ii) deductions made by the employer, iii) the name and address of the employer and iv) the name of the employee and the last four digits of his or her social security number or employee identification number.

1 35. As set forth above, Defendants intentionally and willfully failed to furnish accurate
2 itemized wage statements to Woods and other truck driver employees in violation of Labor Code
3 section 226(a).

4 36. As set forth above, Woods has suffered injury within the meaning of Labor Code
5 section 226(2).

6 37. Wherefore, Woods has been injured as set forth above and requests relief as hereafter
7 provided.

8 **FOURTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE SECTION 2802**
10 **(Failure to Reimburse Business Expenses)**
 Against All Defendants

11 38. Woods hereby realleges and incorporates by reference Paragraphs 1 through 37 above
12 as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
13 cause of action.

14 39. Labor Code section 2802 requires employers to indemnify employees for all
15 necessary expenditures or losses incurred in the direct discharge of his or her duties. This includes
16 usage of cellular phones. *Cochran v. Schwan's Home Serv. Inc.* (2014) 228 Cal.App.4th 1137,
17 1144.

18 40. As set forth above, Defendants required Woods and its other truck driver employees
19 to use their personal cellular phones for work purposes, but Defendants did not reimburse them at
20 all for that usage, despite both being aware that they were using their personal cellular phones and
21 requiring their use for work-related communications. Defendants also failed to reimburse Woods
22 for all of the room and board expenses he was required to incur as a result of having been stranded
23 in Illinois.

24 41. As a direct and proximate result of Defendants' conduct, Woods has been harmed
25 and requests relief as hereafter provided.

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FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 1198.5
(Failure to Furnish Personnel Records)
Against All Defendants

42. Woods hereby realleges and incorporates by reference Paragraphs 1 through 40 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

43. Labor Code section 1198.5(a) provides that every current or former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

44. Labor Code section 1198.5(b) requires an employer to make the contents of the personnel records available for inspection not later than 30 calendar dates from the date an employer receives a written request from the employee or his or her authorized representative.

45. A failure by the employer to comply with the above requirements subjects the employer to a \$750 penalty payable to the employee pursuant to Labor Code section 1198.5(k).

46. Additionally, an employee may bring an action for injunctive relief to obtain compliance with this section and is entitled to recover attorneys' fees and costs. Lab. Code § 1198.5(l)

47. As set forth above, Defendants failed to respond to Woods' written request for a copy of his personnel records and, to date, continues to refuse to produce them, entitling Woods both to the \$750 penalty and the right to seek injunctive relief against Defendants to compel compliance Labor Code section 1198.5.

48. As a direct and proximate result of Defendants' conduct, Woods has been harmed and requests relief as hereafter provided.

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SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 226(b), 226(c)
(Failure to Furnish Payroll Records)

49. Woods hereby realleges and incorporates by reference Paragraphs 1 through 47 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

50. Labor Code section 226(b) provides that an employer shall afford current and former employees the right to inspect or receive a copy of the wage statements the employer is required to maintain pursuant to Labor Code section 226(a) upon reasonable request by the employee.

51. Labor Code section 226€ requires an employer who receives a written or oral request to inspect or receive a copy of these records to comply with the request no later than 21 calendar days from the date of the request.

52. An employer who fails to comply with the above provisions is liable to the employee for a penalty of \$750. Lab. Code § 226(f)

53. Additionally, an employee may bring an action for injunctive relief to insure compliance with this section and may recover attorney's fees and costs. Lab. Code § 226(h)

54. As set forth above, Defendants failed to respond to Woods' written request for a copy of his wage statements and, to date, continues to refuse to produce them, entitling Woods both to the \$750 penalty and the right to seek injunctive relief against Defendants to compel compliance Labor Code section 226.

55. As a direct and proximate result of Defendants' conduct, Woods has been harmed and requests relief as hereafter provided.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE SECTION 218, 218.5, 218.6
(Failure to Pay Wages)
Against All Defendants

56. Woods hereby realleges and incorporates by reference Paragraphs 1 through 55 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

1 57. Labor Code section 218 authorizes and permits an employee to bring an action to
2 recover unpaid wages due to that employee pursuant to any provision of Labor Code sections 200-
3 244.

4 58. Labor Code section 200(a) defines wages as “all amounts for labor performed by
5 employees of every description, whether the amount is fixed or ascertained by the standard of time,
6 task, piece, commission basis, or other method of calculation.”

7 59. Labor Code section 223 prohibits employers from paying employees less than the
8 agreed-upon contractual rate of pay as wages.

9 60. During Woods’ employment with Defendants, as set forth above, Woods was
10 frequently paid for fewer hours than he actually worked. Furthermore, after Woods protested his
11 underpayment of wages, though Defendants paid him some of the unpaid wages he was owed, the
12 repayment was less than the full amount of wages to which he was entitled based on his agreed-
13 upon rate of pay with Defendants. Accordingly, Defendants owe Woods unpaid wages that are
14 presently outstanding.

15 61. As a direct and proximate result of Defendants’ conduct, Woods has been harmed
16 and requests relief as hereafter provided.

17 **EIGHTH CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE SECTIONS 26908 *et seq.***
19 **(Labor Code Private Attorneys General Act of 2004)**
 Against All Defendants

20 62. Woods hereby realleges and incorporates by reference Paragraphs 1 through 61
21 above as though fully set forth herein, except as said paragraphs are inconsistent with the
22 allegations of this cause of action.

23 63. The Private Attorneys General Act (“PAGA”), as set forth at California Labor
24 Code § 2698 *et seq.*, is and at all times relevant herein was applicable to Plaintiff’s employment
25 by Defendants.

26 64. Pursuant to Labor Code § 2699(a) any provision of the Labor Code which provides for a
27 civil penalty to be assessed and collected by the Labor and Workforce Development Agency
28 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures outlined in Labor Code § 2699.3. California Labor Code §
3 2699(a).

4 65. Pursuant to PAGA, an “aggrieved employee” is “any person who was employed by the
5 alleged violator and against whom one or more of the alleged violations was committed.” Labor
6 Code § 2699(c).

7 66. Plaintiff was employed by Defendants and the alleged violations were committed
8 against him during his time of employment and have continued thereafter. Plaintiff is therefore an
9 aggrieved employee as defined by Labor Code § 2699(c). Other current and former employees are
10 also aggrieved employees in that one or more of the alleged violations were committed against them
11 during their time of employment with Defendants.

12 67. Defendants violated the Labor Code as to Plaintiff and other current and former
13 employees as set forth in **Exhibit 1**.

14 68. Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover the
15 civil penalty on behalf of himself or herself and other current or former employees against whom one
16 or more of the alleged violations was committed. Furthermore, any employee who prevails in any
17 action shall be entitled to an award of reasonable attorney's fees and costs.

18 69. Pursuant to Labor Code § 2699.3, an aggrieved employee, including Plaintiff, may
19 pursue a civil action arising under PAGA after the following requirements have been met:

- 20 a. The aggrieved employee shall give written notice by online filing to the LWDA
21 and by certified mail to the employer (hereinafter “Employee’s Notice”) of the
22 specific provisions of California Labor Code alleged to have been violated,
23 including the facts and theories to support the alleged violations;
- 24 b. The LWDA shall provide notice (hereinafter “LWDA’s Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not intend to
26 investigate the alleged violation within 60 days of the postmark date of the
27 Employee’s Notice. Upon receipt of the LWDA’s Notice, or if the LWDA does
28 not provide notice with 65 calendar days of the postmark date of the

Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

- c. For all alleged violations not enumerated in Labor Code § 2699.5, the employer is given thirty-three (33) days to cure and notify the aggrieved employee by certified mail that the violation has been cured. If the violation is not cured, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

70. On November 7, 2023, Plaintiff provided written notice by certified mail to Defendants and by online filing to the LWDA of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Exhibit 1.

71. As of the filing of this complaint, which is more than 65 calendar days since Plaintiff filed his PAGA Notice with the LWDA and sent copies of the PAGA Notice to Defendants by certified mail, the LWDA has not given notice that it intends to investigate the alleged violations set forth therein. Accordingly, Plaintiff has standing as an aggrieved employee to pursue claims for civil penalties under PAGA against Defendants for the violations set forth in her PAGA Notice.

72. Wherefore, Plaintiff seeks civil penalties, fees and costs, as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests relief as follows.

As to the First Cause of Action:

1. For actual and compensatory damages including unpaid wages in the amount of \$3,000;
2. For liquidated damages pursuant to Labor Code section 1194.2 in the amount of \$3,000;
3. For an award of statutory attorneys' fees and costs, including but not limited to those available under Code of Civil Procedure § 1021.5 and Labor Code §§ 218.5 and 1194;

4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b) and Labor Code §§ 218.5 and 1194;
5. For such other and further relief as the court deems just and proper.

As to the Second Cause of Action:

1. For statutory penalties, including but not limited to waiting time penalties under Labor Code section 203 in the amount of \$5,000;
2. For an award of statutory attorneys' fees and costs, including but not limited to those available under Code of Civil Procedure § 1021.5;
3. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b); and
4. For such other and further relief as the court deems just and proper.

As to the Third Cause of Action:

1. For statutory penalties, including but not limited to those available under Labor Code §226€ in the amount of \$4,000;
2. For injunctive relief to require Defendants to comply with the requirements of Labor Code section 226(a) with respect to furnishing accurate itemized wage statements;
3. For an award of statutory attorneys' fees and costs, including but not limited to those available under Code of Civil Procedure § 1021.5 and Labor Code §226€;
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b) and Labor Code §§ 218.6; and
5. For such other and further relief as the court deems just and proper.

As to the Fourth Cause of Action:

1. For unreimbursed business expenses in the amount of \$3,000;
2. For an award of statutory attorneys' fees and costs, including but not limited to those available under Code of Civil Procedure § 1021.5 and Labor Code §§ 2802;

3. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b); and
4. For such other and further relief as the court deems just and proper.

As to the Fifth Cause of Action:

1. For statutory penalties, including but not limited to those recoverable pursuant to Labor Code section 1198.5(k), in the amount of \$750;
2. For injunctive relief pursuant to Labor Code section 1198.5(l), requiring Defendants to comply with their obligations to furnish employees, including Woods, with copies of personnel records as required by statute;
3. For an award statutory attorneys' fees and costs, including but not limited to those available under Code of Civil Procedure § 1021.5 and Labor Code §1198.5(l);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b); and
5. For such other and further relief as the court deems just and proper.

As to the Sixth Cause of Action:

1. For statutory penalties, including but not limited to those recoverable pursuant to Labor Code section 226(f), in the amount of \$750;
2. For injunctive relief pursuant to Labor Code sections 226(h), requiring Defendants to comply with their obligations to furnish employees, including Woods, with copies of wage statements as required by statute.
3. For an award statutory attorneys' fees and costs, including but not limited to those available under Code of Civil Procedure § 1021.5 and Labor Code §226(h);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b); and
5. For such other and further relief as the court deems just and proper.

1 **As to the Seventh Cause of Action:**

- 2 1. For actual and compensatory damages including unpaid wages in the amount of \$5,000;
- 3 2. For an award of statutory attorneys' fees and costs, including but not limited to those
- 4 available under Code of Civil Procedure § 1021.5 and Labor Code §218.5;
- 5 3. For prejudgment and post-judgment interest according to any applicable provision of
- 6 law or as otherwise permitted by law, including those available under Civil Code §§
- 7 3287(a) and 3289(b) and Labor Code § 218.5;
- 8 4. For such other and further relief as the court deems just and proper.

9 **As to the Eighth Cause of Action:**

- 10 1. For civil penalties, including but not limited to those recoverable under Labor Code
- 11 sections 226.3, 1197.1, and 2699(f) in the amount of \$5,500;
- 12 2. For an award statutory attorneys' fees and costs, including but not limited to those
- 13 available under Code of Civil Procedure § 1021.5 and Labor Code § 2699(g);
- 14 3. For prejudgment and post-judgment interest according to any applicable provision of
- 15 law or as otherwise permitted by law, including those available under Civil Code §§
- 16 3287(a) and 3289(b); and
- 17 4. For such other and further relief as the court deems just and proper.
- 18

19 **DATED:** April 30, 2024

MAYALL HURLEY P.C.

20
21 By

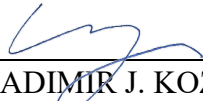

VLADIMIR J. KOZINA
Attorneys for Plaintiff,
JUSTIN WOODS

Exhibit 1

SOUTHERN CALIFORNIA OFFICE
.....
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

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SHANE M. HOOVER
ALI HASHEMI

OF COUNSEL
J. ANTHONY ABBOTT

November 7, 2023

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/308>)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

A.S.L. Trans Pro, Inc.
4319 Star Way
Stockton, CA 95206

Reliance Intermodal, Inc.
1919 E. Dr. Martin Luther King Jr. Blvd.
Stockton, CA 95206

Re: Justin Woods

To Whom It May Concern:

This firm represents Justin Woods ("Woods") in relation to his prior joint employment with A.S.L. Trans Pro, Inc. and Reliance Intermodal, Inc. ("Employers") in California. Woods is informed and believes that Employers utilized shared physical facilities, shared personnel, shared a common management structure, and both exercised sufficient control over the wages, hours, and working conditions of Woods' and other non-exempt employees' employment so as to be Woods' joint employers under California law.

In accordance with California Labor Code section 2699.3, this letter shall serve as Mr. Woods' written notice to the Labor and Workforce Development Agency ("LWDA") and Employers regarding the following violations, and facts and theories supporting the violations, on Mr. Woods' behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Employers.

During the prior year and beyond, Employers have failed to do all of the following with respect to Mr. Woods and its other current and former hourly, non-exempt employees in violation of the California Labor Code:

Labor and Workforce Development Agency
A.S.L. Trans Pro, Inc.
Reliance Intermodal, Inc.
Re: Justin Woods
November 7, 2023
Page 2 of 4

1. Pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1197.

- a. Mr. Woods and Employers' other hourly, non-exempt employees were not paid at least minimum wage for all hours worked while working for Employers. Mr. Woods and Employers' other truck drivers, though they drove routes taking them outside of California, were California residents, had their base of operations within California, and performed the majority of their work within California throughout the relevant time period. As such, they were required to be compensated at a rate of no less than the applicable minimum wage for each hour worked.

However, throughout his employment with Employers, Woods was regularly not paid for all hours worked. Employers, despite being fully aware of the actual hours worked by Woods and its other driver employees, through its practices of scheduling routes and through its ability to review employee logbooks and hours submitted by employees, regularly and systematically underpaid Woods and its other truck driver employees by paying them for fewer hours than they actually worked. On one occasion in or about August 2023, Woods was stranded for several days out of state when his truck broke down. Employers did not properly compensate him for his work hours during that time.

On several occasions during his employment, Woods complained to Employers that he was not being compensated for all of his hours worked. Employers conceded that he had not been compensated as required by law, but did not pay him the full amount owed, nor did it pay any of its other non-exempt employees their underpaid minimum wages.

2. Timely pay wages in violation of Labor Code § 204.

- a. Labor Code section 204 requires that all wages earned by any person in any employment are due and payable twice during each calendar month on paydays designated by the employer. Because Employers failed to pay required minimum wages to Woods and its other truck driver employees as set forth above, Employers also violated Labor Code section 204 with respect to the timely payment of those wages.

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3. Pay all wages at termination of employment or within 72 hours of resignation in violation of Labor Code §§ 201 and 202.
 - a. Labor Code section 201 requires that all wages earned but unpaid be paid to an employee upon termination of employment. Labor Code section 202 requires that all wages earned but unpaid be paid to an employee within 72 hours of resignation. Because Employers failed to pay minimum wages to Woods and its other truck driver employees, and has not paid all such required and earned wages within the time periods required by Labor Code sections 201 and 202 (or to date), Employers have violated Labor Code sections 201 and 202 as to Woods and its other truck driver employees.
4. Furnish accurate itemized wage statements in violation of Labor Code § 226(a).
 - a. Because Employer failed to pay Woods and its other truck driver employees minimum wage for all time actually worked for the reasons set forth above with respect to Mr. Woods' minimum wage violation allegations, the wage statements Employers furnished to Mr. Woods and Employers' other truck driver employees failed to accurately state the total hours worked, gross and net wages earned, and all applicable rates of pay and the corresponding number of hours worked at each rate, in violation of Labor Code sections 226(a)(1), (a)(2), (a)(5), and (a)(9).
5. Reimburse employees for reasonable business expenses in violation of Labor Code § 2802.
 - a. Woods and Employers' other truck driver employees were regularly required to incur business expenses in the discharge of their duties that went unreimbursed by Employers. These business expenses included, but are not limited to, the required use of personal cellular phones for work purposes. Woods and Employers' other truck drivers regularly were required to communicate with management regarding trips and work status using their personal cellular phones but were never reimbursed for that usage, in violation of Labor Code section 2802.
6. Furnish payroll and personnel records in violation of Labor Code sections 226(b), 226(c), and 1198.5.

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- a. Labor Code sections 226(b) and 226(c) require employers to afford current and former employees the right to inspect or receive a copy of their wage statements on request, and no later than 21 days after a request is made by the employee or his or her authorized representative. On September 22, 2023, Woods' through the undersigned as his authorized representative, made a written request of Employers for copies of his wage statements. That request was signed for on September 27, 2023, by a representative of Employers. As of this writing, Employers have failed to respond to that request, in violation of Labor Code sections 226(b) and 226(c).
- b. Labor Code section 1198.5 requires employers to permit current and former employees the right to inspect or copy the personnel records maintained by the employer relating to the employee's performance or any grievance against the employee. Labor Code section 1198.5(b) requires an employer to respond within 30 days of the request. On September 22, 2023, Woods' through the undersigned as his authorized representative, made a written request of Employers for copies of his personnel records. That request was signed for on September 27, 2023, by a representative of Employers. As of this writing, Employers have failed to respond to that request, in violation of Labor Code section 1198.5.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Mr. Woods intends to file a civil complaint against Employers pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees of Employers who were employed in California during the relevant period. Thank you for your attention to this matter.

Regards,

MAYALL HURLEY P.C.

By


VLADIMIR J. KOZINA