

THE HONORABLE JOHN C. COUGHENOUR

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

VALERIE SAMPSON and DAVID  
RAYMOND, on their own behalf and on the  
behalf of all others similarly situated,

Plaintiffs,

v.

KNIGHT TRANSPORTATION, INC., an  
Arizona corporation, KNIGHT  
REFRIGERATED, LLC, an Arizona limited  
liability company, and KNIGHT PORT  
SERVICES, LLC, an Arizona limited liability  
company,

Defendants.

NO. 2:17-cv-00028-JCC

**PLAINTIFFS' FIRST AMENDED  
COMPLAINT FOR DAMAGES**

**JURY TRIAL REQUESTED**

Plaintiffs, individually and on behalf of all others similarly situated, by and through  
their counsel, for their class action complaint against Defendants hereby state and allege as  
follows:

**I. INTRODUCTION**

1. Defendants Knight Transportation Inc., Knight Refrigerated, LLC, and Knight  
Port Services, LLC (“Defendants” or “Knight”) jointly operate a truckload company that  
services customers by delivering goods for their customers by use of trucks. Defendants have  
more than 3,500 employees nationwide. Upon information and belief Defendants have  
employed more than one hundred fifty (150) Washington State driver employees in the last

1 three years. Defendants' policy and practice is to deny wages and rest break pay to its driver  
2 employees, by failing to pay them for rest breaks, failing to pay them for all time worked,  
3 failing to pay them overtime, and unlawfully deducting from their wages. Defendants'  
4 deliberate failure to pay these driver employees their earned wages violates Washington law.

5 2. Plaintiffs and Class members are current and former Washington State driver  
6 employees of Defendants who have been victimized by Defendants' unlawful compensation  
7 practices. This lawsuit is brought as a class action under state law to recover unpaid wages  
8 owed to the individual Plaintiffs and all other similarly situated employees.

## 9 II. JURISDICTION AND VENUE

10 3. Venue is proper in King County because Plaintiffs Sampson and Raymond have  
11 worked for Defendants in King County where violations alleged herein occurred. In addition,  
12 Defendants transact business in King County and some of the specific acts, as well as the  
13 course of conduct alleged herein, occurred in King County.

14 4. The Defendants are within the jurisdiction of this Court. Defendants do  
15 business in the State of Washington and have operations in King County. Defendant Knight  
16 Transportation, Inc. is also registered in the State of Washington. Defendants have obtained the  
17 benefits of the laws of the State of Washington and the Washington retail and labor markets.

## 18 III. PARTIES

19 5. Defendant Knight Transportation, Inc. is an Arizona corporation, registered in  
20 the state of Washington. Defendants Knight Transportation, Inc., Knight Refrigerated, LLC,  
21 and Knight Port Services, LLC, share the same Chief Executive Officer, Chief Operations  
22 Officer, and Chief Financial Officer, and operate as one corporate structure. As a joint  
23 employer with Knight Refrigerated, LLC and Knight Port Services, LLD, Knight  
24 Transportation, Inc. has employed Plaintiffs Sampson and Raymond.

25 6. Defendant Knight Refrigerated, LLC is an Arizona limited liability company.  
26 Defendants Knight Transportation, Inc., Knight Refrigerated, LLC, and Knight Port Services,

1 LLC, share the same Chief Executive Officer, Chief Operations Officer, and Chief Financial  
2 Officer, and operate as one corporate structure. As a joint employer with Knight  
3 Transportation, Inc. and Knight Port Services, LLC, Knight Refrigerated, LLC has employed  
4 Plaintiff Raymond.

5 7. Defendant Knight Port Services, LLC is an Arizona limited liability company.  
6 Defendants Knight Transportation, Inc., Knight Refrigerated, LLC, and Knight Port Services,  
7 LLC, share the same Chief Executive Officer, Chief Operations Officer, and Chief Financial  
8 Officer, and operate as one corporate structure. As a joint employer with Knight  
9 Transportation, Inc. and Knight Refrigerated, LLC, Knight Port Services, LLC has employed  
10 Plaintiff Raymond.

11 8. Named Plaintiff Valerie Sampson has been a resident of the State of Washington  
12 during her employment with Defendants. Ms. Sampson worked as a driver for Defendants from  
13 on or about May 21, 2015 to January 18, 2016. During her employment with Knight, she had a  
14 commercial driver's license issued by the State of Washington.

15 9. Named Plaintiff David Raymond has been a resident of the State of Washington  
16 during his employment with Defendants. Mr. Raymond worked as a driver for Defendants from  
17 on or about June 25, 2014 to on or about August 21, 2016. During his employment with  
18 Knight, he had a commercial driver's license issued by the State of Washington.

#### 19 IV. CLASS ACTION ALLEGATIONS

20 10. Plaintiffs bring this case as a class action pursuant to Washington Civil Rule 23  
21 on behalf of a class consisting of:

22 All current and former driver employees of Knight  
23 Transportation, Inc. Knight Refrigerated, LLC, and/or Knight  
24 Port Services, LLC who at any time from July 1, 2013 through  
25 the date of final disposition, worked as drivers for the  
26 companies while residing in the State of Washington.

Excluded from this Class are Defendants, any entity in which Defendants have a  
controlling interest or which has a controlling interest in any Defendant, and Defendants' legal

1 representatives, assignees and successors. Also excluded are the Judge(s) to whom this case is  
2 assigned and any member of the Judge's immediate family. Also excluded from this Class are  
3 any members of the Class in the case *Helde v. Knight Transp. Inc.*, Case No. 2:12-cv-00904-  
4 RSL (W.D. Wash.).

5 11. Plaintiffs believe there are at least 150 current and former employees in the  
6 Class.

7 12. Plaintiffs' claims are typical of the claims of the members of the Class because  
8 they were truck drivers who, like the members of the Class, sustained damages arising out of  
9 Defendants' failure to pay wages.

10 13. Plaintiffs will fairly and adequately protect the interests of the Class members.  
11 Plaintiffs have retained counsel competent and experienced in complex and class action  
12 litigation, including employment law.

13 14. Common questions of law and fact exist as to Plaintiffs and all members of the  
14 Class and predominate over any questions solely affecting individual members of the Class.  
15 Among the questions of law and fact common to Plaintiffs and the Class are:

16 a. Whether Knight Transportation, Inc., Knight Refrigerated, LLC, and/or Knight Port  
17 Services, LLC are joint employers of Plaintiffs and Class members;

18 b. Whether Defendants failed to properly compensate Plaintiffs and the Class for all  
19 hours worked;

20 c. Whether Defendants failed to properly compensate Plaintiffs and the Class at an  
21 overtime rate for hours worked in excess of 40 per workweek;

22 d. Whether Defendants failed to pay separate compensation to Plaintiffs and Class  
23 members for rest breaks, whether received or not;

24 e. Whether Defendants made unlawful deductions to the wages of Plaintiffs and Class  
25 members;

26

1 f. Whether Defendants failed to keep true and accurate time records for all hours  
2 worked by Plaintiffs and the Class;

3 g. Whether Defendants violated RCW 49.12 *et seq.*, as to Plaintiffs and the Class;

4 h. Whether Defendants violated RCW 49.48.010 as to Plaintiffs and the Class;

5 i. Whether Defendants violated RCW 49.46.090 as to Plaintiffs and the Class;

6 j. Whether Defendants violated RCW 49.46.130 as to Plaintiffs and the Class;

7 k. Whether Defendants violated RCW 49.52.050 as to Plaintiffs and the Class;

8 l. Whether Defendants violated WAC 296-126-021 as to Plaintiffs and the Class;

9 m. Whether Defendants violated WAC 296-126-023 as to Plaintiffs and the Class;

10 n. Whether Defendants violated WAC 296-126-025 as to Plaintiffs and the Class;

11 o. Whether Defendants violated WAC 296-126-028 as to Plaintiffs and the Class;

12 p. Whether Defendants violated WAC 296-126-040 as to Plaintiffs and the Class;

13 q. Whether Defendants violated WAC 296-126-092 as to Plaintiffs and the Class;

14 r. Whether Defendants violated WAC 296-128-010 as to Plaintiffs and the Class;

15 s. Whether Defendants violated WAC 296-128-011 as to Plaintiffs and the Class;

16 t. Whether Defendants violated WAC 296-128-012 as to Plaintiffs and the Class;

17 u. Whether Defendants violated WAC 296-128-020 as to Plaintiffs and the Class;

18 v. Whether Defendants violated WAC 296-128-035 as to Plaintiffs and the Class;

19 w. Whether Defendants willfully deprived Plaintiffs and the Class of the wages to  
20 which they were entitled; and,

21 x. The nature and extent of class-wide injury and the measure of compensation for  
22 such injury.

23 15. Class action treatment is superior to the alternative for the fair and efficient  
24 adjudication of the controversy alleged herein. Such treatment will permit a large number of  
25 similarly situated persons to prosecute their modest, purely economic, common claims in a  
26 single forum simultaneously, efficiently and without duplication of effort and expense that

1 numerous individual actions would entail. No difficulties are likely to be encountered in the  
2 management of this class action that would preclude its maintenance as a class action, and no  
3 superior alternative exists for the fair and efficient adjudication of this controversy. The Class  
4 is readily identifiable from Defendants' records.

5 16. Defendants have acted on grounds generally applicable to the entire Class,  
6 thereby making final injunctive relief or corresponding declaratory relief appropriate with  
7 respect to the Class as a whole. Prosecution of separate actions by individual members of the  
8 Class would create a risk of inconsistent or varying adjudications with respect to individual  
9 members of the Class that would establish incompatible standards of conduct for Defendants.

10 17. A class action is superior to other available methods for the fair and efficient  
11 adjudication of this controversy since joinder of all matters is impractical. Furthermore, the  
12 amounts at stake for many of the class members, while substantial to them, are not great  
13 enough to hire an attorney to prosecute individual suits against Defendants.

14 18. Without a class action, Defendants will likely continue its course of illegal  
15 action which will cause further damage to Plaintiffs and the Class.

## 16 V. SUMMARY OF ALLEGATIONS

17 19. Beginning at a date currently unknown to Plaintiffs, but at least as early as July  
18 2013, Defendants committed, and continues to commit, acts of wage abuse against its  
19 employees, specifically drivers.

20 20. Defendants have failed to pay Plaintiffs and the Class for all time that they have  
21 worked as employees, including failing to pay minimum wage to Plaintiffs and the Class for  
22 work performed at mandatory orientation.

23 21. Defendants have also failed to pay Plaintiffs and the Class minimum wage for  
24 all work performed, including work performed when not driving.

25 22. Defendants also violated wage laws by not paying Plaintiffs and the Class for  
26 rest periods.

1 23. Defendants have made unlawful deductions, including through administering  
2 per diem payments, from the wages of Plaintiffs and Class members. Defendants derived a  
3 financial benefit from the deductions.

4 24. Defendants failed to keep true and accurate time records for all hours worked by  
5 Plaintiffs and the Class, and Defendants have failed to furnish proper payroll documents to  
6 Plaintiffs and the Class.

7 **VI. FIRST CLAIM FOR RELIEF**  
8 **(Minimum Wage Act: RCW 49.46.090 and RCW 49.46.130)**

9 25. Plaintiffs and the Class reallege and incorporate by reference each and every  
10 allegation set forth in the preceding paragraphs.

11 26. Defendants failed to pay Plaintiffs and Class members minimum wage pursuant  
12 to RCW 49.46 *et seq.* for all time worked for Defendants.

13 27. RCW 49.46.130 provides that no employer shall employ any employee for a  
14 workweek longer than 40 hours unless the employee receives compensation for his  
15 employment in excess of the hours above specified at a rate not less than one and half times the  
16 regular rate at which he is employed. RCW 49.46.130 (f) excludes an individual employed as a  
17 truck or bus driver who is subject to the provisions of the Federal Motor Carrier Act (49 U.S.C.  
18 Sec. 3101 *et seq.* and 49 U.S.C. Sec. 10101 *et seq.*), if the compensation system under which  
19 the truck or bus driver is paid includes overtime pay, reasonably equivalent to that required by  
20 this subsection, for working longer than forty hours per week. Upon information and belief  
21 Defendants did not employ a “reasonably equivalent” method to pay overtime to Plaintiffs and  
22 Class members.

23 28. WAC 296-128-012 provides a method for compensating truck drivers for  
24 overtime pay. Defendants did not compensate Plaintiffs and Class members for overtime  
25 worked.  
26

1 29. Defendants created a mandatory orientation program for Plaintiffs and Class  
2 members. Defendants failed to pay Plaintiffs and Class members minimum wage for time  
3 worked during the mandatory driver orientation program.

4 30. Defendants failed to pay Plaintiffs and Class members for time spent on duty not  
5 driving—that is, when the drivers were performing work for Defendants other than driving.

6 31. By the actions alleged above, Defendants violated the provisions of RCW 49.46  
7 *et seq.*

8 32. Under RCW 49.46.090, employers must pay employees all wages to which they  
9 are entitled under the Washington Minimum Wage Act (“WMWA”). If the employer fails to do  
10 so, RCW 49.46.090 requires that the employer pay the employees the full amount of the  
11 statutory minimum wage rate less any amount actually paid to the employees.

12 33. By the actions alleged above, Defendants violated the provisions of RCW  
13 49.46.090 and the WMWA by failing to pay any wage whatsoever to Plaintiffs and the Class  
14 for part of time they worked, including but not limited to, orientation, driving inspections, load  
15 and unload times, fueling, wait times, rest breaks, etc. Defendants failed to pay Plaintiffs and  
16 the Class at all for certain hours worked. Defendants failed to pay Plaintiffs and the Class  
17 minimum wage for all hours worked for Defendants.

18 34. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been  
19 deprived of overtime compensation and straight time in amounts to be determined at trial, and  
20 pursuant to RCW 49.46.090 and 49.48.030 are entitled to attorneys’ fees and costs.

21 **VII. SECOND CLAIM OF RELIEF**

22 **(Failure to Pay for Rest Breaks: WAC 296-126-092 and RCW 49.12.020)**

23 35. Plaintiffs and the Class reallege and incorporate by reference each and every  
24 allegation set forth in the preceding paragraphs.

25 36. RCW 49.12.010 provides that “[t]he welfare of the state of Washington  
26 demands that all employees be protected from conditions of labor which have a pernicious  
effect on their health. The state of Washington, therefore, exercising herein its police and



1 sovereign power declares that inadequate wages and unsanitary conditions of labor exert such  
2 pernicious effect.”

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

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

8 39. WAC 296-126-092 provides that employees shall be allowed certain paid rest  
9 periods during their shifts.

10 40. By the actions alleged above, Defendants have violated the provisions of WAC  
11 296-126-092 and RCW 49.12.020.

12 41. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been  
13 deprived of compensation in amounts to be determined at trial and pursuant to RCW 49.48.030,  
14 Plaintiffs and the Class are entitled to recovery of such damages, including interest thereon, as  
15 well as attorneys’ fees and costs.

16 **VIII. THIRD CLAIM OF RELIEF**  
17 **(Unpaid Wages on Termination: RCW 49.48)**

18 42. Plaintiffs and the Class reallege and incorporate by reference each and every  
19 allegation set forth in the preceding paragraphs.

20 43. RCW 49.48.010 provides that “when any employee shall cease to work for an  
21 employer, whether by discharge or by voluntary withdrawal, the wages due him on account of  
22 his employment shall be paid to him at the end of the established pay period.” The statute  
23 further states that it shall be unlawful for “any employer to withhold or divert any portion of an  
24 employee’s wages.”

25 44. By the actions alleged above, Defendants violated the provisions of RCW  
26 49.48.010.

1 45. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been  
2 deprived of overtime compensation and straight time in amounts to be determined at trial, and  
3 pursuant to RCW 49.48.030 are entitled to recover of such amounts, including interest thereon,  
4 attorneys' fees and costs.

5 **IX. FOURTH CLAIM FOR RELIEF**  
6 **(Unlawful Deductions)**

7 46. Plaintiffs and the Class reallege and incorporate by reference each and every  
8 allegation set forth in the preceding paragraphs.

9 47. Defendants made deductions from Plaintiffs and the Class wages, including for  
10 per diem expenses, to gain a monetary benefit. These deductions were disadvantageous to  
11 Plaintiffs and the Class. Further, such deductions reduced Plaintiffs and the Class's wages  
12 below the agreed upon rate.

13 48. Defendants made deductions from Plaintiffs' and the Class member's wages for  
14 administrating the per diem program.

15 49. By the actions alleged above, Defendants violated Washington laws. As a result  
16 of the unlawful acts of Defendants, Plaintiffs and the Class have been deprived of  
17 compensation for time worked. Pursuant to RCW 49.52.060, RCW 49.48.010 and RCW  
18 49.46.090, Plaintiffs and the Class are entitled to recover attorneys' fees and costs of suit.

19 **X. FIFTH CLAIM FOR RELIEF**  
20 **(Willful Refusal to Pay Wages: RCW 49.52.050)**

21 50. Plaintiffs and the Class reallege and incorporate by reference each and every  
22 allegation set forth in the preceding paragraphs.

23 51. RCW 49.52.050(2) provides that any employer who "willfully and with intent to  
24 deprive the employee of any part of his wages, pays any employee a lower wage than the wage  
25 such employer is obligated to pay such employee by any statute, ordinance, or contract" is  
26 guilty of a misdemeanor.

1 52. RCW 49.52.070 provides that any employer who violates the foregoing statute  
2 shall be liable in a civil action for twice the amount of wages withheld, together with costs of  
3 suit and reasonable attorneys' fees.

4 53. The alleged unlawful actions by Defendants against Plaintiffs and the Class, as  
5 set forth above, were committed willfully and with intent to deprive Plaintiff and the Class of  
6 part of their wages.

7 54. As such, based on the above allegations, Defendants violated the provisions of  
8 RCW 49.52.050.

9 55. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been  
10 deprived of overtime and straight time compensation in amounts to be determined at trial, and  
11 pursuant to RCW 49.52.070 are entitled to recovery of twice such amounts, including interest  
12 thereon, attorneys' fees and costs.

13 **XI. PRAYER FOR RELIEF**

14 Wherefore, Plaintiffs, on their own behalf and on behalf of the members of the Class,  
15 pray for judgment against the Defendants as follows:

16 A. Certification of the proposed Plaintiffs Class;

17 B. A declaration that Defendants are financially responsible for notifying all Class  
18 members of their wage and hour violations;

19 C. Appoint Plaintiffs Valerie Sampson and David Raymond as Class representatives;

20 D. Appoint the undersigned counsel as Class counsel;

21 E. Declare that the actions complained of herein violate Washington law and  
22 administrative codes;

23 F. Award Plaintiffs and the Class compensatory and exemplary damages;

24 G. Award Plaintiffs and the Class attorneys' fees and costs, as allowed by law;

25 H. Award Plaintiffs and the Class pre-judgment and post-judgment interest, as  
26 provided by law; and

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I. Grant such other and further relief as this Court deems necessary.

DATED this 22nd day of September, 2017.

REKHI & WOLK, P.S.

TERRELL MARSHALL LAW GROUP PLLC

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CERTIFICATE OF SERVICE

I, Toby J. Marshall, hereby certify that on September 22, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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DATED this 22nd day of September, 2017.

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