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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

VERONICA SILVA, individually, and on
behalf of other members of the general public
similarly situated and aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

CORODATA CORPORATION, a California
corporation; CORODATA MEDIA
STORAGE, INC., a California corporation;
CORODATA RECORDS MANAGEMENT,
INC., a California corporation; CORODATA
SHREDDING, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 37-2020-00033872-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Failure to Pay Overtime Wages Due
(Labor Code §§ 510, 558, and 1198 and
Applicable Wage Order);
- (2) Failure to Provide Meal Periods
(Violation of California Labor Code
§§ 226.7 and 512(a) and Applicable
Wage Order);
- (3) Failure to Authorize and Permit Rest
Periods (Labor Code § 226.7 and
Applicable Wage Order);
- (4) Failure to Pay Minimum Wage Due
(Labor Code §§ 1194, 1197, 1197.1, and
Applicable Wage Order);
- (5) Failure to Timely Pay Final Wages
(Labor Code §§ 201, 202, and 203);
- (6) Failure to Timely Pay Wages During
Employment (Labor Code § 204);
- (7) Failure to Provide and Maintain Accurate
Itemized Wage Statements (Labor Code
§ 226(a));
- (8) Failure to Maintain Payroll and
Timekeeping Records (Labor Code §
1174(d) and Applicable Wage Order));

- 1 (9) Failure to Reimburse Business Expenses
2 (Labor Code §§ 2800 and 2802);
3 (10) Failure to Comply With Sick Leave
4 Requirements (Labor Code § 246);
5 (11) Failure to Provide One Day’s Rest In
6 Seven (Labor Code §§ 551, 552)
7 (12) Violation of California Labor Code §§
8 2698, *et seq.* (Private Attorneys General
9 Act of 2004); and
10 (13) Violation of California Business &
11 Professions Code §§ 17200, *et seq.*

12 **DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff VERONICA SILVA (“Plaintiff”), individually, on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”), who alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of San Diego. Most of the acts and omissions alleged herein relating to Plaintiff took place in the State of California. Defendants employed Plaintiff within the State of California.

PARTIES

5. Plaintiff Veronica Silva is an individual residing in the State of California, County of Alameda.

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1 6. Defendant CORODATA CORPORATION, CORODATA MEDIA STORAGE,
2 INC., CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING,
3 INC., at all times herein mentioned, were and are, upon information and belief, California
4 corporations, and at all times herein mentioned, were and are, employers whose employees are
5 engaged throughout the State of California, including the County of San Diego.

6 7. At all relevant times, Defendants CORODATA CORPORATION, CORODATA
7 MEDIA STORAGE, INC., CORODATA RECORDS MANAGEMENT, INC. and CORODATA
8 SHREDDING, INC. were the “employer” of Plaintiff within the meaning of all applicable
9 California laws and statutes.

10 8. At all times herein relevant, Defendants CORODATA CORPORATION,
11 CORODATA MEDIA STORAGE, INC., CORODATA RECORDS MANAGEMENT, INC. and
12 CORODATA SHREDDING, INC. and DOES 1 through 100, and each of them, were the
13 agents, partners, joint venturers, joint employers, representatives, servants, employees,
14 successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant
15 hereto were acting within the course and scope of their authority as such agents, partners, joint
16 venturers, joint employers, representatives, servants, employees, successors, co-conspirators
17 and assigns, and all acts or omissions alleged herein were duly committed with the ratification,
18 knowledge, permission, encouragement, authorization, and consent of each defendant
19 designated herein.

20 9. The true names and capacities, whether corporate, associate, individual or
21 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues
22 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
23 information and belief alleges, that each of the Defendants designated as a DOE is legally
24 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
25 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
26 Plaintiff will seek leave of court to amend this Complaint to show the true names and
27 capacities when the same have been ascertained.

10. Defendants CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC., CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers and liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees (whether hired directly or through third-party staffing agencies) of Defendants within the State of California at any time during the period from April 6, 2016¹ to November 1, 2021.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

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¹ Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council’s Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Accordingly, Plaintiff’s claims were tolled during that time period.

- 1 a. Numerosity: The class members are so numerous that joinder of all class
2 members is impracticable. The membership of the entire class is
3 unknown to Plaintiff at this time; however, the class is estimated to be
4 greater than six hundred (600) individuals and the identity of such
5 membership is readily ascertainable by inspection of Defendants'
6 employment records and/or the records of third-party staffing agencies
7 whose employees provide or provided services to Defendants.
- 8 b. Typicality: Plaintiff's claims are typical of all other class members'
9 claims as demonstrated herein. Plaintiff will fairly and adequately
10 protect the interests of the other class members with whom he has a well-
11 defined community of interest.
- 12 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
13 each class member, with whom she has a well-defined community of
14 interest and typicality of claims, as demonstrated herein. Plaintiff has no
15 interest that is antagonistic to the other class members. Plaintiff's
16 attorneys, the proposed class counsel, are versed in the rules governing
17 class action discovery, certification, and settlement. Plaintiff has
18 incurred, and during the pendency of this action will continue to incur,
19 costs and attorneys' fees, that have been, are, and will be necessarily
20 expended for the prosecution of this action for the substantial benefit of
21 each class member.
- 22 d. Superiority: A class action is superior to other available methods for the
23 fair and efficient adjudication of this litigation because individual joinder
24 of all class members is impractical.

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- 1 e. Public Policy Considerations: Certification of this lawsuit as a class
2 action will advance public policy objectives. Employers of this great
3 state violate employment and labor laws every day. Current employees
4 are afraid to assert their rights out of fear of direct or indirect retaliation.
5 However, class actions provide the class members who are not named in
6 the complaint anonymity that allows for the vindication of their rights.

7 16. There are common questions of law and fact as to the class members that
8 predominate over questions affecting only individual members. The following common
9 questions of law or fact, among others, exist as to the members of the class:

- 10 a. Whether Defendants' failure to pay wages, without abatement or
11 reduction, in accordance with the Labor Code, was willful;
- 12 b. Whether Defendants had a corporate policy and practice of failing to pay
13 Plaintiff and the other class members for all hours worked, and non-
14 compliant meal and rest periods in violation of California law;
- 15 c. Whether Defendants had in place a rounding system that was neither fair
16 nor neutral and rounded Plaintiff's and the other class members' time to
17 deprive them of wages owed for all hours worked;
- 18 d. Whether Defendants had in place a corporate policy or practice of
19 inaccurately recording employees' time, depriving them of wages owed
20 for all hours worked;
- 21 e. Whether Defendants required Plaintiff and the other class members to
22 work "off the clock" prior to the start of their shifts, during meal breaks,
23 or after the end of their shifts without compensation;
- 24 f. Whether Defendants required Plaintiff and the other class members to
25 work over eight (8) hours per day and/or over forty (40) hours per week
26 and failed to pay the legally required overtime compensation to Plaintiff
27 and the other class members;
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- 1 g. Whether Defendants failed to include non-discretionary bonuses and
2 incentives into Plaintiff's and the other class members' regular rates of
3 pay for overtime compensation purposes;
- 4 h. Whether Defendants failed to provide Plaintiff and the other class
5 members with compliant meal and/or rest periods or required Plaintiff
6 and the other class members to work during meal and/or rest periods
7 without compensation;
- 8 i. Whether Defendants failed to pay premiums for non-compliant meal
9 and/or rest periods at the appropriate rate of pay;
- 10 j. Whether Defendants failed to pay minimum wages to Plaintiff and the
11 other class members for all hours worked;
- 12 k. Whether Defendants failed to pay all wages due to Plaintiff and the other
13 class members in the required time upon their discharge or resignation;
- 14 l. Whether Defendants failed to timely pay all wages due to Plaintiff and
15 the other class members during their employment;
- 16 m. Whether Defendants failed to pay reporting time pay to Plaintiff and the
17 other class members;
- 18 n. Whether Defendants complied with wage reporting as required by the
19 Labor Code, including, *inter alia*, section 226;
- 20 o. Whether Defendants failed to maintain and provide accurate, itemized
21 wage statements as required by Labor Code section 226;
- 22 p. Whether Defendants failed to keep requisite payroll records as required
23 by Labor Code section 1174;
- 24 q. Whether Defendants failed to keep requisite timekeeping records as
25 required under the applicable Wage Order;
- 26 r. Whether Defendants failed to reimburse Plaintiff and the other class
27 members for necessary business-related expenses and costs;
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- s. Whether Defendants failed to pay sick leave or provide adequate notice of sick leave benefits as required by Labor Code section 246;
- t. Whether Defendants forced Plaintiff and other class members to work for seven (7) consecutive days and did provide at least one (1) day's rest in seven (7), and/or did not average at least one (1) days rest in seven (7) over the course of a calendar month.;
- u. Whether Defendants' conduct was willful or reckless;
- v. Whether Defendants engaged in unfair business practices in violation of Business & Professions Code section 17200, *et seq.*;
- w. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- x. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the Labor Code.

GENERAL ALLEGATIONS

17. During the relevant time period set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid employee from approximately August of 2019 to October of 2019 in the State of California.

19. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and other class members' employment; and to supervise their daily employment activities.

20. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and other class members' employment for them to be joint employers of Plaintiff and the other class members.

21. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

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22. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

23. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees within the State of California. This scheme involved, inter alia, failing to pay them for all hours worked, failing to properly calculate overtime pay and sick leave, forcing employees to work seven (7) consecutive days without a day of rest, and failing to provide compliant meal periods and rest breaks in violation of California law.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that Plaintiff and the other class members were not receiving wages for overtime compensation.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they maintained an illegal rounding policy that resulted in Plaintiff and other class members being underpaid.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants had in place a corporate policy or practice of inaccurately recording employees' time, depriving them of wages owed for all hours worked.

28. Plaintiff is informed and believes, and based thereon alleges that Defendants required Plaintiff and the other class members to work "off the clock" prior to the start of their shifts, during meal breaks, or after the end of their shifts without compensation.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and other class members the compliant rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and Labor Code and, thus, they are entitled to any and all applicable penalties.

1 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and other class members were entitled to receive all
3 timely and complete meal periods or payment of one additional hour of pay at Plaintiff's and
4 the other class members' regular rate of pay when a meal period was missed, late, or
5 interrupted, and that Plaintiff and other class members did not receive all timely and proper
6 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
7 period was missed, late, or interrupted.

8 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and other class members were entitled to receive all
10 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff's
11 and the other class members' regular rate of pay when a rest period was missed, late, or
12 interrupted, and that Plaintiff and other class members did not receive all rest periods or
13 payment of one additional hour of pay at their regular rate of pay when a rest period was
14 missed, late, or interrupted.

15 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 at least minimum wages for compensation and that Plaintiff and the other class members were
18 not receiving at least minimum wages for all hours worked.

19 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other class members were entitled to receive
21 the wages owed to them upon discharge or resignation, including overtime and minimum
22 wages and meal and rest period premiums, and that Plaintiff and the other class members did
23 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

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1 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all wages owed to them during their employment within particular time frames. Plaintiff and
4 the other class members did not receive payment of all wages, including overtime and
5 minimum wages and meal and rest period premiums, within any time permissible under Labor
6 Code section 204.

7 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to
9 reporting time pay. Plaintiff and the other class members did not receive reporting time pay.

10 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to receive
12 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff
13 and the other class members did not receive complete and accurate wage statements from
14 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
15 hours worked by Plaintiff and the other class members and failing to factor bonus and
16 incentive payments into their regular rates of pay to change their overtime rates.

17 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to
19 reimbursement for necessary business-related expenses. Plaintiff and the other class members
20 were not reimbursed for all necessary business expenses incurred during their employment.

21 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Defendants had to keep complete and accurate payroll records
23 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
24 keep complete and accurate payroll records for Plaintiff and the other class members.

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1 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 sick leave pay and be given adequate notice of sick leave benefits. Plaintiff and the other class
4 members did not receive sick leave pay or adequate notice of sick leave benefits as required
5 under Labor Code section 246.

6 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff were entitled to one (1) day's rest and that
8 Defendants forced Plaintiff and other class members to work seven (7) consecutive days
9 without receiving a day's rest.

10 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that they had a duty to compensate Plaintiff and the other class
12 members pursuant to California law, and that Defendants had the financial ability to pay such
13 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
14 represented to Plaintiff and the other class members that they were properly denied wages, all
15 to increase Defendants' profits.

16 42. During the relevant time period set forth herein, Defendants failed to pay
17 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and
18 other class members were required to work more than eight (8) hours per day and/or forty (40)
19 hours per week without overtime compensation.

20 43. During the relevant time period set forth herein, Defendants maintained an
21 illegal rounding policy that was neither fair nor neutral and resulted in Plaintiff and other class
22 members being underpaid the wages owed to them.

23 44. During the relevant time period set forth herein, Defendants had in place a
24 corporate policy or practice of inaccurately recording employees' time, depriving them of
25 wages owed for all hours worked;

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45. During the relevant time period set forth herein, Defendants required Plaintiff and the other class members to work “off the clock” prior to the start of their shifts, during meal breaks, or after the end of their shifts without compensation;

46. During the relevant time period set forth herein, Defendants failed to properly calculate the regular rate of pay for purposes of overtime payments;

47. During the relevant time period set forth herein, Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to Plaintiff and other class members, failed to pay premiums for non-compliant meal and rest periods, and where premiums were paid, failed to pay premiums at the correct rate of pay.

48. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

49. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the wages owed to them upon discharge or resignation and during their employment.

50. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members reporting time pay.

51. During the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

52. During the relevant time period set forth herein, Defendants failed to keep complete or accurate timekeeping and payroll records for Plaintiff and the other class members.

53. During the relevant time period set forth herein, Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs.

54. During the relevant time period set forth herein, Defendants failed to pay the Plaintiff and the other class members requisite sick leave or provide them adequate notice of sick leave benefits.

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55. During the relevant time period set forth herein, Defendants forced Plaintiff and employees to work seven (7) days without receiving one (1) day's rest in seven.

56. During the relevant time period set forth herein, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

57. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

Failure to Pay Overtime Wages Due

(Violation of California Labor Code §§ 510 and 1198)

**(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,
CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING,
INC., and DOES 1 through 100)**

58. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

59. Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

60. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half their regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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1 61. The applicable IWC Wage Order further provides that Defendants are and were
2 required to pay Plaintiff and the other class members overtime compensation at a rate of two
3 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

4 62. Labor Code section 510 codifies the right to overtime compensation at one-and-
5 one-half times the regular rate of pay for hours worked in excess of eight (8) hours in a day or
6 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work,
7 and overtime compensation at twice the regular rate of pay for hours worked in excess of
8 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

9 63. During the relevant time period set forth herein, Plaintiff and the other class
10 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
11 week, and/or seven (7) consecutive workdays.

12 64. During the relevant time period set forth herein, Defendants intentionally and
13 willfully failed to pay overtime and double time wages owed to Plaintiff and the other class
14 members.

15 65. During the relevant time period set forth herein, Defendants had in place an
16 illegal rounding policy that was neither fair nor neutral, which underpaid the wages owed to
17 Plaintiff and other class members.

18 66. During the relevant time period set forth herein, Defendants had in place a
19 corporate policy or practice of inaccurately recording employees' time, depriving them of
20 wages owed for all hours worked including overtime;

21 67. During the relevant time period set forth herein, Defendants required Plaintiff
22 and the other class members to work "off the clock" prior to the start of their shifts, during
23 meal breaks, or after the end of their shifts resulting in unpaid overtime;

24 68. During the relevant time period set forth herein, Defendants failed to properly
25 calculate the regular rate of pay for purposes of overtime payments;

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69. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation and scheduling Plaintiff and other class members to work seven (7) consecutive days without one (1) day's rest, as required by California laws, violates the provisions of Labor Code sections 510 and 1198 (as well as section 551 and 552), and is, therefore, unlawful.

70. Pursuant to California Labor Code sections 558 and 1194, Plaintiff and the other class members are entitled to recover unpaid wages and overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods

(Violation of California Labor Code §§ 226.7 and 512(a))

**(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,
CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING, INC.,
and DOES 1 through 100)**

71. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 70, and each and every part thereof with the same force and effect as though fully set forth herein.

72. During the relevant time period set forth herein, the IWC Order and Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and other class members' employment by Defendants.

73. During the relevant time period set forth herein, Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

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1 74. During the relevant time period set forth herein, the applicable IWC Wage
2 Order and Labor Code section 512(a) provide that an employer may not require, cause or
3 permit an employee to work for a work period of more than five (5) hours per day without
4 providing the employee with a meal period of not less than thirty (30) minutes, except that if
5 the total work period per day of the employee is no more than six (6) hours, the meal period
6 may be waived by mutual consent of both the employer and employee.

7 75. During the relevant time period set forth herein, the applicable IWC Wage
8 Order and Labor Code section 512(a) further provide that an employer may not require, cause,
9 or permit an employee to work for a work period of more than ten (10) hours per day without
10 providing the employee with a second uninterrupted meal period of not less than thirty (30)
11 minutes, except that if the total hours worked is no more than twelve (12) hours, the second
12 meal period may be waived by mutual consent of the employer and the employee only if the
13 first meal period was not waived.

14 76. During the relevant time period set forth herein, Plaintiff and other class
15 members who were scheduled to work for a period of time no longer than six (6) hours, and
16 who did not waive their legally-mandated meal periods by mutual consent, were required to
17 work for periods longer than five (5) hours without an uninterrupted meal period of not less
18 than thirty (30) minutes and/or without a rest period.

19 77. During the relevant time period set forth herein, Plaintiff and other class
20 members who were scheduled to work for a period of time no longer than twelve (12) hours,
21 and who did not waive their legally-mandated meal periods by mutual consent, were required
22 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
23 than thirty (30) minutes and/or without a rest period.

24 78. During the relevant time period set forth herein, Plaintiff and other class
25 members who were scheduled to work for a period of time in excess of six (6) hours were
26 required to work for periods longer than five (5) hours without an uninterrupted meal period of
27 not less than thirty (30) minutes and/or without a rest period.

79. During the relevant time period set forth herein, Plaintiff and other class members who were scheduled to work for a period of time in excess of twelve (12) hours were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

80. During the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiff and other class members to work during meal periods, and/or otherwise failed to provide full, timely, uninterrupted meal periods, and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

81. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and other class members the full meal period premium due at the correct rate of pay pursuant to Labor Code section 226.7.

82. Defendants' conduct violates the applicable IWC Wage Order and Labor Code sections 226.7 and 512(a).

83. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b), Plaintiff and other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

Failure to Authorize and Permit Rest Periods

(Violation of California Labor Code § 226.7)

**(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,
CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING, INC.,
and DOES 1 through 100)**

84. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

1 85. During the relevant time period set forth herein, the applicable IWC Wage
2 Order and Labor Code section 226.7 were applicable to Plaintiff's and other class members'
3 employment by Defendants.

4 86. During the relevant time period set forth herein, Labor Code section 226.7
5 provides that no employer shall require an employee to work during any rest period mandated
6 by an applicable order of the California IWC.

7 87. During the relevant time period set forth herein, the applicable IWC Wage
8 Order provides that "[e]very employer shall authorize and permit all employees to take rest
9 periods, which insofar as practicable shall be in the middle of each work period" and that the
10 "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes
11 net rest time per four (4) hours or major fraction thereof" unless the total daily work time is
12 less than three and one-half (3 ½) hours.

13 88. During the relevant time period set forth herein, Defendants required Plaintiff
14 and other class members to work three and one-half (3 ½) or more hours without authorizing or
15 permitting a ten (10) minute rest period per each four (4) hour period worked, or major fraction
16 thereof.

17 89. During the relevant time period set forth herein, Defendants willfully required
18 Plaintiff and other class members to work during rest periods, and/or otherwise failed to
19 provide full, timely, uninterrupted rest periods, and failed to pay Plaintiff and the other class
20 members the full rest period premium for work performed during rest periods.

21 90. During the relevant time period set forth herein, Defendants failed to pay
22 Plaintiff and other class members the full rest period premium due at the correct rate of pay
23 pursuant to Labor Code section 226.7.

24 91. Defendants' conduct violates applicable IWC Wage Orders and Labor Code
25 section 226.7.

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92. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(b), Plaintiff and other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages Due

(Violation of California Labor Code §§ 1194, 1197, and 1197.1 and Applicable Wage Order)

**(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,
CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING,
INC., and DOES 1 through 100)**

93. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 92 and each and every part thereof with the same force and effect as though fully set forth herein.

94. During the relevant time period set forth herein, Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

95. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff and the other class members as required for all hours worked, pursuant to Labor Code sections 1194, 1197, and 1197.1

96. Additionally, during the relevant time period set forth herein, the applicable IWC Wage Order provides that if an employee is required to report to work but is not put to work or is furnished with less than half of his or her usual or scheduled day's work, the employee must be paid for half the usual or scheduled day's work, but in no event for less than two hours or more than four hours, at the employee's regular rate of pay. If an employee is required to report to work a second time in any one workday and is furnished less than two hours of work on the second reporting, he or she must be paid for two hours at the employee's

regular rate of pay.

97. Defendants required Plaintiff and the other class members to report to work but did not provide the requisite pay at their regular rate of pay pursuant to the applicable IWC Wage Order.

98. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates Labor Code sections 1194, 1197, 1197.1 and the applicable Wage Order. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

99. Pursuant to Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay minimum wages.

100. Pursuant to Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

Failure to Timely Pay Final Wages

(Violation of California Labor Code §§ 201, 202, and 203)

**(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,
CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING,
INC., and DOES 1 through 100)**

101. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 100, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 102. During the relevant time period set forth herein, Labor Code sections 201 and
2 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
3 time of discharge are due and payable immediately, and if an employee quits his or her
4 employment, his or her wages shall become due and payable not later than seventy-two (72)
5 hours thereafter. If the employee has given seventy-two (72) hours' notice of his or her
6 intention to quit, the employee is entitled to his or her wages at the time of quitting.

7 103. During the relevant time period set forth herein, Defendants intentionally and
8 willfully failed to pay Plaintiff and the other class members who are no longer employed by
9 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
10 Defendants' employ.

11 104. Defendants' failure to pay Plaintiff and the other class members who are no
12 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
13 of their leaving Defendants' employ, is in violation of Labor Code sections 201 and 202.

14 105. Labor Code section 203 provides that if an employer willfully fails to pay wages
15 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
16 as a penalty from the due date thereof at the same rate until paid or until an action is
17 commenced; but the wages shall not continue for more than thirty (30) days.

18 106. Plaintiff and the other class members are entitled to recover from Defendants the
19 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as
20 provided by Labor Code section 203.

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1 **SIXTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages During Employment**

3 **(Violation of California Labor Code § 204)**

4 **(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,**
5 **CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING, INC.,**
6 **and DOES 1 through 100)**

7 107. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 99, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 108. During the relevant time period set forth herein, Labor Code section 204
11 provides that all wages earned by any person in any employment between the 1st and 15th
12 days, inclusive, of any calendar month, other than those wages due upon termination of an
13 employee, are due and payable between the 16th and the 26th of the month during which the
14 labor was performed; all wages earned by any person in any employment between the 16th and
15 the last day, inclusive, of any calendar month, other than those wages due upon termination of
16 an employee, are due and payable between the 1st and the 10th day of the following month,
17 and; all wages earned for labor in excess of the normal work period shall be paid no later than
18 the payday for the next regular payroll period.

19 109. During the relevant time period set forth herein, Defendants intentionally and
20 willfully failed to pay Plaintiff and other class members all wages due to them, within any time
21 period permissible under Labor Code section 204.

22 110. Plaintiff and the other class members are entitled to recover all remedies
23 available for violation of Labor Code section 204.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Provide and Maintain Accurate Itemized Wage Statements**

3 **(Violation of California Labor Code § 226(a))**

4 **(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,**
5 **CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING,**
6 **INC., and DOES 1 through 100)**

7 111. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 110, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 112. During the relevant time period set forth herein, Labor Code section 226(a)
11 provides that every employer shall furnish each of his or her employees an accurate itemized
12 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
13 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
14 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
15 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
16 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
17 his or her social security number, (8) the name and address of the legal entity that is the
18 employer, and (9) all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee. The deductions
20 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
21 showing the month, day, and year, and a copy of the statement or a record of the deductions
22 shall be kept on file by the employer for at least three years at the place of employment or at a
23 central location within the State of California.

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1 119. Pursuant to Labor Code section 1174(d), an employer shall keep, at a central
2 location in the state or at the plants or establishments at which employees are employed,
3 payroll records showing the hours worked daily by and the wages paid to, and the number of
4 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
5 respective plants or establishments. These records shall be kept in accordance with rules
6 established for this purpose by the commission, but in any case, shall be keep on file for not
7 less than two years.

8 120. Pursuant to the applicable Wage Order, an employer shall keep accurate
9 information with respect to each employee including when the employee begins and ends each
10 work period, meal periods, split shift intervals, and total hours worked, along with the
11 applicable rates of pay.

12 121. Defendants have intentionally and willfully failed to keep accurate and complete
13 payroll and timekeeping records showing the hours worked daily and the wages paid to
14 Plaintiff and the other class members.

15 122. Because of Defendants' violation of Labor Code section 1174(d) and the
16 applicable Wage Order, Plaintiff and the other class members have suffered injury and damage
17 to their statutorily protected rights.

18 123. More specifically, Plaintiff and the other class members have been injured by
19 Defendants' intentional and willful violation of Labor Code section 1174(d) and the applicable
20 Wage Order because they were denied both their legal right and protected interest in having
21 available, accurate, and complete payroll and timekeeping records.

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1 **TENTH CAUSE OF ACTION**

2 **Failure to Comply with Sick Leave Requirements**

3 **(Violation of California Labor Code § 246)**

4 **(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,**
5 **CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING, INC.,**
6 **and DOES 1 through 100)**

7 127. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 126, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 128. Labor Code section 246 requires that employers provide employees with paid
11 sick leave of not less than one hour per every 30 hours worked. Labor Code section 246(l) also
12 requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the
13 workweek in which the employee uses paid sick time or a rate calculated by dividing the
14 employee's total wages, not including overtime premium pay, by the employee's total hours
15 worked in the full pay periods of the prior 90 days of employment. Labor Code section 246(i)
16 adds that employers must "provide an employee with written notice that sets forth the amount
17 of paid sick leave available ... for use on either the employee's itemized wage statement
18 described in Section 226 or in a separate writing provided on the designated pay date with the
19 employee's payment of wages."

20 129. During the relevant time period, Defendants failed to pay Plaintiff and all the
21 other class members sick leave that complied with Labor Code section 246(l). Defendants also
22 failed to provide adequate notice of sick leave benefits pursuant to Labor Code section 246(i).

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1 **ELEVENTH CAUSE OF ACTION**

2 **Failure to Provide One Day's Rest In Seven**

3 **(Labor Code §§ 551, 552)**

4 **(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,**
5 **CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING, INC.,**
6 **and DOES 1 through 100)**

7 130. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 129, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 131. Labor Code sections 551 and 552 respectively state, "Every person
11 employed in any occupation of labor is entitled to one day's rest therefrom in seven"
12 and "No employer of labor shall cause his employees to work more than six days in
13 seven."

14 132. During the relevant time period set forth herein, Defendants intentionally and
15 willfully scheduled Plaintiff and other class members to work seven (7) consecutive days
16 without providing them with one (1) day's rest.

17 **TWELFTH CAUSE OF ACTION**

18 **Violation of California Private Attorneys' General Act of 2004**

19 **(Violation of California Labor Code §§ 2698, *et seq.*)**

20 **(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,**
21 **CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING, INC.,**
22 **and DOES 1 through 100)**

23 133. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 132, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

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1 134. PAGA expressly establishes that any provision of the Labor Code which
2 provides for a civil penalty to be assessed and collected by the LWDA, or any of its
3 departments, divisions, commissions, boards, agencies, or employees for a violation of the
4 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
5 behalf of himself or herself, and other current or former employees.

6 135. On July 17, 2020, Plaintiff provided written notice to the LWDA and
7 Defendants of the specific provisions of the Labor Code she contends were violated, and the
8 theories supporting her contentions. Plaintiff believes that on or about September 20, 2020, the
9 sixty-five (65) day period expired as to all Defendants, and the LWDA did not take any action
10 to investigate or prosecute this matter. On September 15, 2021, Plaintiff provided an amended
11 written notice to the LWDA and Defendants of the additional provisions of the Labor Code she
12 contends were violated, and the theories supporting her contentions. On or about November 19,
13 2021, the sixty-five (65) day expired as to all Defendants, and the LWDA did not take any
14 action to investigate or prosecute this matter. Therefore, Plaintiff exhausted her administrative
15 remedies. Attached hereto as **Exhibit 1** and incorporated by reference are copies of the written
16 notice and amended written notice to the LWDA.

17 136. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
18 employees” as defined by Labor Code section 2699(c) in that they are all current and former
19 hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of
20 Defendants within the State of California who worked for Defendants at any time during the
21 period from April 6, 2019 through November 1, 2021, and one or more of the alleged
22 violations was committed against them.

23 **Failure to Pay Minimum and Overtime Wages**

24 137. At all times relevant herein, Defendants were required to compensate their non-
25 exempt employees minimum wages for all hours worked and overtime wages for all hours
26 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
27 mandate of Labor Code sections 510, 1194, 1197, and 1198.

1 138. As a policy and practice, Defendants failed to compensate Plaintiff and the other
2 aggrieved employees for all hours worked at the correct rate of pay, resulting in a failure to pay
3 all minimum wages and overtime wages, where applicable.

4 **Failure to Pay Reporting Time Pay**

5 139. Additionally, during the relevant time period set forth herein, the applicable
6 IWC Wage Order provides that if an employee is required to report to work but is not put to
7 work or is furnished with less than half of his or her usual or scheduled day's work, the
8 employee must be paid for half the usual or scheduled day's work, but in no event for less than
9 two hours or more than four hours, at the employee's regular rate of pay. If an employee is
10 required to report to work a second time in any one workday and is furnished less than two
11 hours of work on the second reporting, he or she must be paid for two hours at the employee's
12 regular rate of pay.

13 140. Defendant required Plaintiff and the other class members to report to work but
14 did not provide the requisite pay at their regular rate of pay pursuant to the applicable IWC
15 Wage Order.

16 **Failure to Provide Meal Periods and Rest Breaks**

17 141. In accordance with the mandates of Labor Code sections 226.7, 512 and the
18 applicable Wage Order, Defendants were required to authorize and permit their non-exempt
19 employees to take a 10-minute rest break for every four (4) hours worked or major fraction
20 thereof, and were further required to provide their non-exempt employees with a 30-minute
21 meal period for every five (5) hours worked.

22 142. As a policy and practice, Defendants failed to provide Plaintiff and the other
23 aggrieved employees with legally-mandated meal periods and rest breaks and failed to pay
24 proper compensation for this failure.

25 **Failure to Timely Pay Wages During Employment**

26 143. At all times relevant herein, Defendants were required to pay their employees
27 within a specified time period pursuant to the mandate of Labor Code section 204.

1 144. As a policy and practice, Defendants failed to pay Plaintiff and the other
2 aggrieved employees all wages due and owing them within the required time period.

3 **Failure to Timely Pay Wages Upon Separation**

4 145. At all times relevant herein, Defendants were required to pay their employees all
5 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
6 to 204.

7 146. As a result of Defendants' Labor Code violations alleged above, Defendants
8 failed to pay Plaintiff and the other aggrieved employees their final wages pursuant to Labor
9 Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code
10 section 203.

11 **Failure to Provide and Maintain Accurate Itemized Wage Statements**

12 147. At all times relevant herein, Defendants were required to keep accurate records
13 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
14 1174(d).

15 148. As a result of Defendants' various Labor Code violations, Defendants failed to
16 keep accurate records regarding Plaintiff and the other aggrieved employees pursuant to Labor
17 Code sections 226 and 1174(d). For example, Defendants failed in their affirmative obligation
18 to keep accurate records regarding Plaintiff and the other aggrieved current and former
19 employees' gross and net wages earned, total hours worked, all deductions, and all applicable
20 hourly rates and the number of hours worked at each hourly rate.

21 **Failure to Maintain Payroll and Timekeeping Records**

22 149. Pursuant to Labor Code section 1174(d), an employer shall keep, at a central
23 location in the state or at the plants or establishments at which employees are employed,
24 payroll records showing the hours worked daily by and the wages paid to, and the number of
25 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
26 respective plants or establishments. These records shall be kept in accordance with rules
27 established for this purpose by the commission, but in any case, shall be keep on file for not
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1 less than two years.

2 150. Pursuant to the applicable Wage Order, an employer shall keep accurate
3 information with respect to each employee including when the employee begins and ends each
4 work period, meal periods, split shift intervals, and total hours worked, along with the
5 applicable rates of pay.

6 151. Defendants have intentionally and willfully failed to keep accurate and complete
7 payroll and timekeeping records showing the hours worked daily and the wages paid to
8 Plaintiff and the other class members.

9 **Failure to Reimburse Business Expenses**

10 152. At all times relevant herein, Defendants were required to reimburse its
11 employees for any and all necessary expenditures or losses incurred by the employees in direct
12 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code
13 sections 2800 and 2802.

14 153. As a policy and practice, Defendants failed to reimburse Plaintiff and aggrieved
15 employees for all business expenses incurred and owing them within the required time period.

16 **Failure to Comply with Sick Leave Requirements**

17 154. Pursuant to Labor Code section 246, Defendants were required to provide
18 employees with paid sick leave of not less than one hour per every 30 hours worked and pay
19 paid sick leave at a non-exempt employee's regular rate of pay for the workweek in which the
20 employee uses paid sick time or a rate calculated by dividing the employee's total wages, not
21 including overtime premium pay, by the employee's total hours worked in the full pay periods
22 of the prior 90 days of employment. Defendants were also required to provide employees
23 notice of sick leave benefits.

24 155. As a pattern and practice, Defendants failed to pay Plaintiff and the other
25 aggrieved employees paid sick leave at the correct rate of pay, or provide notice of sick leave
26 benefits that complied with Labor Code section 246.

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1 **Failure to Provide One Day's Rest In Seven.**

2 156. Labor Code sections 551 and 552 respectively state, "Every person employed in
3 any occupation of labor is entitled to one day's rest therefrom in seven" and "No employer of
4 labor shall cause his employees to work more than six days in seven."

5 157. During the relevant time period set forth herein, Defendants intentionally and
6 willfully scheduled Plaintiff and other class members to work seven (7) consecutive days
7 without providing them with one (1) day's rest.

8 **Penalties**

9 158. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of
10 other current and former aggrieved employees, requests and is entitled to recover from
11 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but
12 not limited to:

- 13 a. Penalties under Labor Code section 2699 in the amount of a hundred
14 dollars (\$100) for each aggrieved employee per pay period for the initial
15 violation, and two hundred dollars (\$200) for each aggrieved employee per
16 pay period for each subsequent violation;
- 17 b. Penalties under California Code of Regulations Title 8 section 11040 in
18 the amount of fifty dollars (\$50) for each aggrieved employee per pay
19 period for the initial violation, and one hundred dollars (\$100) for each
20 aggrieved employee per pay period for each subsequent violation;
- 21 c. Penalties under Labor Code section 210 in addition to, and entirely
22 independent and apart from, any other penalty provided in the Labor Code
23 in the amount of a hundred dollars (\$100) for each aggrieved employee per
24 pay period for the initial violation, and two hundred dollars (\$200) for
25 each aggrieved employee per pay period for each subsequent violation;

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- 1 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
2 dollars (\$100) for each aggrieved employee per pay period for the initial
3 violation, and two hundred fifty dollars (\$250) for each aggrieved
4 employee per pay period for each subsequent violation;
5 e. Any and all additional penalties as provided by the Labor Code and/or
6 other statutes; and
7 f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and
8 2699, and any other applicable statute.

9 **THIRTEENTH CAUSE OF ACTION**

10 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

11 **(Against CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,**
12 **CORODATA RECORDS MANAGEMENT, INC. and CORODATA SHREDDING, INC.,**
13 **and DOES 1 through 100)**

14 159. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 158, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 160. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
18 unlawful, and harmful to Plaintiff, other class members, to the general public, and Defendants'
19 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
20 interest within the meaning of Code of Civil Procedure section 1021.5.

21 161. Defendants' activities as alleged herein are violations of California law, and
22 constitute unlawful business acts and practices in violation of Business & Professions Code
23 section 17200, *et seq.*

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162. A violation of Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policy and practice of requiring Plaintiff and the other class members work overtime hours without paying them proper compensation violate Labor Code sections 510 and 1198. Additionally, Defendants' policy and practice of requiring Plaintiff and the other class members to work through their meal and rest periods without paying them proper compensation violate Labor Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiff and the other class members violate Labor Code sections 201 and 202. Defendants also violated Labor Code sections 204, 226(a), 246, 551, 552, 1194, 1197, 2800 and 2802.

163. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

164. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

165. Pursuant to Business & Professions Code section 17200, *et seq.*, Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1 **Class Certification**

- 2 1. That this action be certified as a class action;
- 3 2. That Plaintiff be appointed as representative of the Class;
- 4 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 5 4. That Defendants provide to Class Counsel immediately the names and most
- 6 current contact information (address, e-mail, and telephone numbers) of all class members.

7 **As to the First Cause of Action**

- 8 5. That the Court declare, adjudge, and decree that Defendants violated Labor
- 9 Code sections 510, 551, 552, and 1198 and applicable IWC Wage Orders by willfully failing to
- 10 pay all overtime wages due to Plaintiff and the other class members;
- 11 6. For general unpaid wages at overtime wage rates and such general and special
- 12 damages as may be appropriate;
- 13 7. For pre-judgment interest on any unpaid overtime compensation commencing
- 14 from the date such amounts were due;
- 15 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
- 16 Labor Code section 1194; and
- 17 9. For such other and further relief as the court may deem just and proper.

18 **As to the Second Cause of Action**

- 19 10. That the Court declare, adjudge, and decree that Defendants violated Labor
- 20 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide
- 21 all meal periods (including second meal periods) to Plaintiff and other class members;
- 22 11. That the Court make an award to Plaintiff and the other class members of one
- 23 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
- 24 period was not provided;
- 25 12. For all actual, consequential, and incidental losses and damages, according to
- 26 proof;
- 27 13. For premium wages pursuant to Labor Code section 226.7(b);
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1 14. For prejudgment interest on any unpaid wages from the date such amounts were
2 due;

3 15. For reasonable attorneys' fees and costs of suit incurred herein; and

4 16. For such other and further relief as the court may deem just and proper.

5 **As to the Third Cause of Action**

6 17. That the Court declare, adjudge, and decree that Defendants violated Labor
7 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
8 periods to Plaintiff and other class members;

9 18. That the Court make an award to Plaintiff and the other class members of one
10 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
11 period was not provided;

12 19. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 20. For premium wages pursuant to Labor Code section 226.7(b);

15 21. For prejudgment interest on any unpaid wages from the date such amounts were
16 due; and

17 22. For such other and further relief as the court may deem just and proper.

18 **As to the Fourth Cause of Action**

19 23. That the Court declare, adjudge, and decree that Defendants violated Labor
20 Code sections 1194, 1197, 1197.1 and the applicable Wage Order by willfully failing to pay
21 minimum wages, including reporting time wages, to Plaintiff and the other class members;

22 24. For general unpaid wages and such general and special damages as may be
23 appropriate;

24 25. For pre-judgment interest on any unpaid compensation from the date such
25 amounts were due;

26 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 Labor Code section 1194(a);

27. For liquidated damages pursuant to Labor Code section 1194.2; and

28. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

29. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 201, 202, and 203 and the applicable IWC Wage Order by willfully failing to timely pay all compensation owed at the time of termination of the employment of Plaintiff and other class members no longer employed by Defendants and requiring Plaintiff and the other class members to report to work but not providing the requisite pay at their regular rate;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to Labor Code section 203 for the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge, and decree that Defendants violated Labor Code section 204 by willfully failing to timely pay all compensation owed during the employment of Plaintiff and other class members no longer employed by Defendants;

35. For all actual, consequential, and incidental losses and damages, according to proof;

36. For statutory penalties and pre-judgment interest on any unpaid compensation from the date such amounts were due; and

37. For such other and further relief as the court may deem just and proper.

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39. For actual, consequential, and incidental losses and damages, according to proof;

41. For injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(g); and

As to the Eighth Cause of Action

44. For actual, consequential, and incidental losses and damages, according to proof;

46. For such other and further relief as the court may deem just and proper.

47. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class members for all necessary business-related expenses;

49. For the imposition of civil penalties and/or statutory penalties;

50. For punitive damages and/or exemplary damages according to proof at trial;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 246 by willfully failing to properly calculate and pay sick leave or provide adequate notice of sick leave benefits to Plaintiff and the other class members;

54. For actual, consequential, and incidental losses and damages, according to proof;

55. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

56. For such other and further relief as the court may deem just and proper.

As to the Eleventh Cause of Action

57. That the Court declare, adjudge and decree that Defendants violated Labor Code sections 551 and 552 by scheduling Plaintiff and other class members to work seven (7) consecutive days without a day's rest;

58. For actual, consequential, and incidental losses and damages, according to proof; and

59. For such other and further relief as the court may deem just and proper.

As to the Twelfth Cause of Action

60. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802;

61. For costs and attorneys' fees pursuant to Labor Code Sections 210, 1194, and 2699, and any other applicable statute; and

62. For such other and further relief as the Court may deem just and proper.

1 **As to the Thirteenth Cause of Action**

2 63. That the Court declare, adjudge, and decree that Defendants violated Business
3 and Professions Code sections 17200, *et seq.*, by failing to provide Plaintiff and the other class
4 members all overtime compensation due to them, failing to pay at least minimum wages to
5 Plaintiff and the other class members, failing to timely pay Plaintiff's and the other class
6 members' wages, failing to properly calculate and pay sick leave or adequately notify Plaintiff
7 and the other class members of sick leave benefits, etc.;

8 64. For restitution of unpaid wages to Plaintiff and other class members and all pre-
9 judgment interest from the day such amounts were due and payable;

10 65. For the appointment of a receiver to receive, manage and distribute any and all
11 funds disgorged from Defendants and determined to have been wrongfully acquired by
12 Defendants as a result of violation of Business and Professions Code sections 17200, *et seq.*;

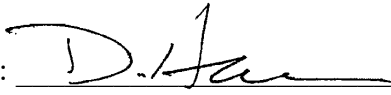
13 66. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Code of Civil Procedure section 1021.5;

15 67. For injunctive relief to ensure compliance with this section, pursuant to
16 Business and Professions Code sections 17200, *et seq.*; and

17 68. For such other and further relief as the court may deem just and proper.
18

19 Dated: January 24, 2022

JUSTICE LAW CORPORATION

20
21 By:  _____

22 Douglas Han
23 Shunt Tatavos-Gharajeh
24 Phillip Song
25 Haig Hogdanian
26 *Attorneys for Plaintiff*
27
28

EXHIBIT 1

July 17, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,
CORODATA RECORDS MANAGEMENT, INC. AND CORODATA
SHREDDING, INC.**

Dear Representative:

We have been retained to represent Veronica Silva against Corodata Corporation, Corodata Media Storage, Inc., Corodata Records Management, Inc., Corodata Shredding, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "CORODATA").

Ms. Silva is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Silva may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Corodata Corporation, Corodata Media Storage, Inc., Corodata Records Management, Inc., and Corodata Shredding, Inc. are California corporations located at 12375 Kerran Street, Poway, California 92064.

CORODATA employed Ms. Silva as an hourly-paid non-exempt Receptionist within one year of the date of this letter (until in or about October of 2019) in the State of California. SVS Group placed Ms. Silva at CORODATA. CORODATA directly controlled the wages, hours and working conditions of Ms. Silva employment, including supervising her daily work.

¹ Ms. Silva does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Silva will amend this notice when the true names and capacities are known. Ms. Silva is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Silva and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Ms. Silva may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of CORODATA within the State of California.

CORODATA failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Silva has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at CORODATA, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

CORODATA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Silva and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. CORODATA failed to compensate Ms. Silva and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. Additionally, CORODATA failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate for purposes of overtime compensation. Therefore, Ms. Silva and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, CORODATA routinely required aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with CORODATA policies and expectations. Moreover, CORODATA failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, CORODATA failed to compensate aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, CORODATA failed to pay Ms. Silva and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, CORODATA failed to pay Ms. Silva and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, CORODATA did not provide Ms. Silva and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from CORODATA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Silva and other aggrieved employees, (2) total hours worked by Ms. Silva and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Silva and other aggrieved employees (4) all deductions for Ms. Silva and other aggrieved employees, (5) net wages earned by Ms. Silva and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Silva and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Silva and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Silva and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, CORODATA failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Silva and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, CORODATA did not provide Ms. Silva and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CORODATA.

We believe that Ms. Silva and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Silva will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of CORODATA within one year of the date of this letter, as allowed by law.

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LWDA
July 17, 2020
Page 6 of 6

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Robert J. Schmitz
c/o Corodata Corporation
12375 Kerran Street
Poway, California 92064
Agent for Service of Process for Corodata Corporation

Robert J. Schmitz
c/o Corodata Media Storage, Inc., Corodata Records Management, Inc., Corodata
Shredding, Inc.
10901 Biggie Street
San Leandro, California 94577
*Agent for Service of Process for Corodata Media Storage, Inc., Corodata Records
Management, Inc., Corodata Shredding, Inc.*

September 15, 2021

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: **CORODATA CORPORATION, CORODATA MEDIA STORAGE, INC.,**
CORODATA RECORDS MANAGEMENT, INC. AND CORODATA
SHREDDING, INC.
LWDA-CM-797435-20

Dear Representative:

We have been retained to represent Veronica Silva against Corodata Corporation, Corodata Media Storage, Inc., Corodata Records Management, Inc., Corodata Shredding, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "CORODATA").

Ms. Silva is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Silva may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. This letter amends Ms. Silva's prior letter submitted on July 17, 2020 and supplements the theories and facts for which Ms. Silva may seek civil penalties. The California Labor & Workforce Development Agency did not respond to Ms. Silva's original letter, and Ms. Silva is currently prosecuting her claims against CORODATA in court.

Corodata Corporation, Corodata Media Storage, Inc., Corodata Records Management, Inc., and Corodata Shredding, Inc. are California corporations located at 12375 Kerran Street, Poway, California 92064.

¹ Ms. Silva does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Silva will amend this notice when the true names and capacities are known. Ms. Silva is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Silva and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA

September 15, 2021

Page 2 of 8

CORODATA employed Ms. Silva as an hourly-paid non-exempt Receptionist within one year of the date Ms. Silva's original letter (until in or about October of 2019) in the State of California. SVS Group placed Ms. Silva at CORODATA. CORODATA directly controlled the wages, hours and working conditions of Ms. Silva employment, including supervising her daily work.

The "aggrieved employees" that Ms. Silva may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of CORODATA within the State of California.

CORODATA failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, failed to reimburse for all necessary business-related costs and expenses, failed to pay sick leave at the appropriate rate of pay, failed to provide adequate notice of sick leave benefits, failed to provide one-day's rest in seven, failed to pay reporting time pay, failed to maintain accurate timekeeping and payroll records, failed to timely pay wages during employment, and failed to timely pay final wages, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Silva has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at CORODATA, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

CORODATA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246(i), 246(l)(1), 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Silva and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. CORODATA failed to compensate Ms. Silva and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks and through rounding practices. Additionally, CORODATA failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate for purposes of overtime compensation. Moreover, CORODATA rounded Ms. Silva and other employees time to benefit CORADATA and underpay its employees. Therefore, Ms. Silva and other aggrieved employees were entitled to receive certain wages for overtime compensation, minimum wage, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, CORODATA routinely required aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with CORODATA policies and expectations. Moreover, CORODATA failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, CORODATA failed to compensate aggrieved employees all the premium wages they were owed. Alternatively, even when CORODATA paid a premium wage for missed, interrupted or late meal or rest breaks, it was not paid at the regular rate of pay resulting in underpayment of the premium wages.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, CORODATA failed to pay Ms. Silva and other aggrieved employees all wages, including for uncompensated off-the-clock work, rounding, reporting time pay, and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, CORODATA failed to pay Ms. Silva and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, CORODATA did not provide Ms. Silva and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from CORODATA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Silva and other aggrieved employees, (2) total hours worked by Ms. Silva and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Silva and other aggrieved employees (4) all deductions for Ms. Silva and other aggrieved employees, (5) net wages earned by Ms. Silva and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Silva and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Silva and other aggrieved employees.

California Labor Code section 551 states "every person employed in any occupation of labor is entitled to one day's rest therefrom in seven." California Labor Code section 552 states "no employer of labor shall cause he employees wo work more than six days in seven." CORODATA did not provide Ms. Silva and other aggrieved employees with a day's rest and often required its employees to work seven days in a row without a proper day off thus owing these aggrieved employees penalties.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Silva and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

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California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, CORODATA failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Silva and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, CORODATA did not provide Ms. Silva and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, rounding of time, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CORODATA.

California Labor Code section 246(a)(1) requires that an employee who, or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section. During the relevant time period, Ms. Silva and other aggrieved employees worked the requisite time for CORODATA to earn and accrue paid sick time, but they were not properly paid the sick time according to section 246(l)(1) at the regular rate of pay. Moreover, CORODATA failed to notify Ms. Silva and the other employees proper notice of sick pay availability and rights.

The applicable wage order requires the payment or show up pay or reporting-time pay. Each workday an employee is required to report to work but is not put to work or is furnished with less than half of his or her usual or scheduled day's work, the employee must be paid for half the usual or scheduled day's work, but in no event for less than two hours or more than four hours, at the employee's regular rate of pay. If an employee is required to report to work a second time in any one workday and is furnished less than two hours of work on the second reporting, he or she must be paid for two hours at the employee's regular rate of pay. Ms. Silva and the aggrieved employees were required to report to work and were not provided the requisite pay at the regular rate of pay.

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We believe that Ms. Silva and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246(i), 246(l)(1), 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims.

Ms. Silva will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of CORODATA within one year of the date of Ms. Sliva's letter(s), as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Robert J. Schmitz
c/o Corodata Corporation
12375 Kerran Street
Poway, California 92064
Agent for Service of Process for Corodata Corporation

LWDA

September 15, 2021

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Robert J. Schmitz

c/o Corodata Media Storage, Inc., Corodata Records Management, Inc., Corodata
Shredding, Inc.

10901 Biggie Street

San Leandro, California 94577

Agent for Service of Process for Corodata Media Storage, Inc., Corodata Records
Management, Inc., Corodata Shredding, Inc.

CC: (By E-Mail Only):

Jim Hart JHart@littler.com

Michelle Falconer MFalconer@littler.com

Littler Mendelson

c/o CORODATA

Counsel for CORODATA

01/24/2022 at 01:15:00 PM

Clerk of the Superior Court
By Melissa Valdez, Deputy Clerk

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On January 24, 2022 I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

Michelle B. Falconer (mfalconer@littler.com)
Colin Larson (clarson@littler.com)
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Pelatiah Bickford (PBickford@littler.com)
Cynthia Esparza (CEsparza@littler.com)
Mary Ann Mendoza (MaMendoza@littler.com)
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Attorney(s) for Defendant Corodata Corporation, et al.

[X] BY ELECTRONIC SERVICE

E-mailing the document(s) to the persons at the e-mail address(es) listed based on notice previously provided that, during the Coronavirus (Covid-19) pandemic, this office will be primarily working remotely, unable to send physical mail as usual, and is therefore using only electronic mail. We will assume our email service was successful on the date of transmission unless we receive an electronic message or other indication that the transmission was not received on that date.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 24, 2022, at Pasadena, California.



Sophia Hanneyan

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