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[Attorneys for Plaintiff Marquise Williams on the Subsequent Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY ALAMEDA**

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

Plaintiffs,

v.

COROVAN CORPORATION, a California
corporation; COROVAN MOVING & STORAGE
CO., a California corporation; KLINGER
MOVING COMPANY, a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: RG21085500

[Consolidated with Case No. 21CV004213]

Assigned for All Purposes to:
Honorable Somanth Raj Chatterjee
Department 517

**DECLARATION OF PLAINTIFF RASON
WILLIAMS RE ADEQUACY IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: July 7, 2022
Hearing Time: 1:30 p.m.
Hearing Place: Department 517
Reservation ID: 761644481306
Complaint Filed: January 11, 2021
FAC Filed: February 16, 2022
Trial Date: None Set

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I, **RASON WILLIAMS**, declare that:

1. I am over eighteen (18) years old and am a resident of Oakland, California. I make this declaration based on my personal knowledge. If called to testify, I could and would testify to the facts contained herein.

2. I am a former employee of Defendants Corovan Corporation, Corovan Moving & Storage Co., and Klinger Moving Company (“Defendants”). I worked as an hourly-paid, non-exempt Driver from approximately August 2020 to October 2020.

3. During my employment, I worked one (1) or more shifts over three and a half (3.5) hours in length.

4. During my employment, I worked one (1) or more shifts between six (6) and ten (10) hours in length.

5. During my employment, I was paid on an hourly basis and classified as a non-exempt employee.

6. Throughout my employment, I did not receive premium wages for noncompliant rest breaks. I also did not always receive premium wages for noncompliant meal breaks.

7. I was also not compensated for all hours worked despite being forced to work off-the-clock before clocking in.

8. Finally, Defendants failed to reimburse me for using my personal cell phone for business-related purposes.

9. I know I am one of the proposed Class Representatives for this lawsuit and that I have the following duties as a Class Representative:

- a. Represent the interests of all Class Members;
- b. Always consider the interests of the Class just as I would consider my own interests and put the interests of the Class before my own interests;
- c. Never “sell out” the Class for my own personal gain;

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- 1 d. Always actively participate in the lawsuit by, amongst other things, searching for
2 documents, keeping in contact with my attorneys and answering their questions as
3 needed – which I believe I have done so far; and
4 e. Follow the progress of the lawsuit and provide all relevant facts to my attorneys.
5 f. In short, I understand I am pursuing claims on behalf of people that may not want
6 to or may be unable to file their own lawsuits.

7 10. I have spent a substantial amount of time on this litigation performing these duties as a
8 Class Representative. Among other things, I have met with my attorneys concerning the case and my
9 responsibilities as a Class Representative. This included: (a) gathering documents concerning my
10 employment with Defendants; (b) reviewing documents with my attorneys and answering their
11 questions; (c) speaking with other former employees of Defendants; (d) providing guidance regarding
12 the duties of various employees; (e) helping develop a strategy as to what documents to obtain from
13 Defendants; (f) making myself available all day to remotely participate in mediation; and (g)
14 reviewing and approving the operative complaints and Settlement Agreement. I routinely checked in
15 with my attorneys and their staff, making sure they had all my most current information and any
16 additional information I obtained.

17 11. I have been available to speak and meet with my attorneys whenever they needed me.
18 I responded to them as quickly as possible and gave them as much information as I could (*i.e.*, names
19 and contact information of current and former employees of Defendants). As far as the settlement is
20 concerned, I was available to answer any questions my attorneys had. In short, I have expended my
21 time and resources to prosecute this matter.

22 12. Throughout my employment, I was exposed to Defendants' noncompliant rest break
23 policies that failed to include the necessary "major fraction thereof" language. Defendants' rest break
24 policies even failed to authorize and permit the receipt of multiple rest breaks. This issue with
25 improper rest break policies extended to Defendants' practices. Specifically, due to the nature of my
26 work as a Driver (*i.e.*, driving box trucks, transporting, moving, and throwing away office furniture,
27 and inspecting and loading trucks), I was rarely afforded reasonable opportunities to take my rest
28 breaks. I usually received only one (1) rest breaks instead of two (2) and was forced to take my rest

1 breaks at later times. This was largely because Defendants expected employees like me to complete
2 our trips, including unloading furniture, before taking our rest breaks. Despite this, I was never paid
3 premium wages for improper rest breaks.

4 13. Next, Defendants also maintained noncompliant meal break policies. That is, the right
5 to receive second meal breaks was not mentioned in Defendants' meal break policies. This also
6 extended to Defendants having in place improper meal break practices. For instance, there were times
7 when I worked over five (5) hours and ten (10) hours, yet my supervisor did not permit me to take
8 first and second meal breaks respectively. By extension, because Defendants prioritized employees
9 (like Drivers) promptly completing their tasks (*i.e.*, making deliveries), it was often the case I was
10 forced to take late meal breaks. Finally, like rest breaks, I did not receive premium wages despite not
11 being permitted to take proper meal breaks.

12 14. In addition, Defendants failed to compensate me for all hours worked despite forcing
13 me to engage in pre-shift duties. Because I worked as a Driver operating a truck, before I was
14 permitted to clock in, I was expected to perform pre-road trip inspections in the morning. In other
15 words, my supervisor did not allow me to clock in until after I had completed my pre-road trip
16 inspection. This pre-shift off-the-clock work would usually last up to fifteen (15) minutes each time.

17 15. Defendants also required me to use my personal cell phone for business-related
18 purposes. Specifically, because my duties as a Driver entailed me to operate a truck, I used my
19 personal cell phone's navigation system to drive to different destinations and speak to supervisors
20 about my destinations. Yet, Defendants did not reimburse me for this usage.

21 16. Finally, after I left, Defendants did not pay me all the wages I was owed, including the
22 meal and rest break premiums and the unreimbursed business expenses. Importantly, Defendants
23 have yet to pay me all the wages I am owed.

24 17. I believe my interests in this case are aligned with the interest of the Class and do not
25 have any conflicts of interests. Thus, I believe I am an adequate Class Representative for this case.

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18. I believe I have done everything my attorneys have asked of me and have tried to represent the Class Members to the best of my ability. I also understand that as part of the Settlement Agreement, I had to provide a broader release compared to other Class Members. As a result, I have exchanged my personal gain for the benefit of the Class Members.

19. I am not related to anyone associated with Class Counsel. I have not entered any undisclosed agreements, nor have I received any undisclosed compensation in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my personal knowledge.

Executed on 06/07/2022, in Oakland, California.


Rason Williams