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 on the Subsequent Page]

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

FILED
 Superior Court of California
 County of Alameda
 02/16/2022

Clad File, Executive Officer/Clerk of the Court
 By: Cheryl Clark Deputy
 C. Clark

Case No.: Case No.: RG21085500
 [Consolidated with Case No. 21CV004213]

Honorable Somanth Raj Chatterjee
 Department 517

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

- 1 (8) Violation of California Labor Code §§
2 2698, *et seq.* (Private Attorneys General
3 Act of 2004); and
4 (9) Violation of California Business &
5 Professions Code §§ 17200, *et seq.*

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DEMAND FOR JURY TRIAL

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COMES NOW, Plaintiffs RASON WILLIAMS and MARQUISE WOODSON (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated and aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”), allege 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 Plaintiffs 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 California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all 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 all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it 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, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county. Moreover, this action is brought on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

PARTIES

5. Plaintiffs Rason Williams and Marquise Woodson are individuals residing in State of California where they were employed by Defendants within the statutory time period.

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1 6. Defendant COROVAN CORPORATION, COROVAN MOVING &
2 STORAGE CO., KLINGER MOVING COMPANY, and EMPLOYERS LEASING
3 COMPANY, INC. at all times herein mentioned, were and are, upon information and belief,
4 California corporations, and at all times herein mentioned, were and are, employers whose
5 employees are engaged throughout the State of California, including the County of San Diego.

6 7. At all relevant times, Defendants COROVAN CORPORATION,
7 COROVAN MOVING & STORAGE CO., KLINGER MOVING COMPANY, and
8 EMPLOYERS LEASING COMPANY, INC. were the “employer” of Plaintiffs within the
9 meaning of all applicable California laws and statutes.

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

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

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10. Defendants COROVAN CORPORATION, COROVAN MOVING & STORAGE CO., KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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

CLASS ACTION ALLEGATIONS

12. Plaintiffs bring this action on their 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 January 11, 2017 through November 1, 2021.

14. Plaintiffs reserve the right to establish subclasses as appropriate.

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than six hundred (600) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiffs’ claims are typical of all other class members’ claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each
2 class member, with whom they have a well-defined community of interest
3 and typicality of claims, as demonstrated herein. Plaintiffs have no interest
4 that is antagonistic to the other class members. Plaintiffs' attorneys, the
5 proposed class counsel, are versed in the rules governing class action
6 discovery, certification, and settlement. Plaintiffs have incurred, and
7 during the pendency of this action will continue to incur, costs and
8 attorneys' fees, that have been, are, and will be necessarily expended for
9 the prosecution of this action for the substantial benefit of the class.

10 d. Superiority: A class action is superior to other available methods for the
11 fair and efficient adjudication of this litigation because individual joinder
12 of all class members is impractical.

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

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

22 a. Whether Defendants' failure to pay wages, without abatement or reduction,
23 in accordance with the Labor Code, was willful;

24 b. Whether Defendants had a corporate policy and practice of failing to pay
25 Plaintiffs and the other class members for all hours worked, missed meal
26 and rest periods in violation of California law;

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- 1 c. Whether Defendants had in place a rounding system that was neither fair
2 nor neutral and rounded Plaintiffs' and the other class members' time to
3 deprive them of wages owed for all hours worked;
- 4 d. Whether Defendants required Plaintiffs and the other class members to
5 work over eight (8) hours per day and/or over forty (40) hours per week
6 and failed to pay the legally required overtime compensation to Plaintiffs
7 and the other class members;
- 8 e. Whether Defendants failed to include non-discretionary bonuses and
9 incentives into Plaintiffs' and the other class members' regular rates of pay
10 for overtime compensation purposes;
- 11 f. Whether Defendants deprived Plaintiffs and the other class members of
12 meal and/or rest periods or required Plaintiffs and the other class members
13 to work during meal and/or rest periods without compensation;
- 14 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the
15 other class members for all hours worked;
- 16 h. Whether Defendants failed to pay all wages due to Plaintiffs and the other
17 class members in the required time upon their discharge or resignation;
- 18 i. Whether Defendants failed to timely pay all wages due to Plaintiffs and the
19 other class members during their employment;
- 20 j. Whether Defendants failed to pay reporting time pay to Plaintiffs and the
21 other class members;
- 22 k. Whether Defendants complied with wage reporting as required by the
23 Labor Code, including, *inter alia*, section 226;
- 24 l. Whether Defendants failed to keep requisite payroll records as required by
25 Labor Code section 1174;
- 26 m. Whether Defendants failed to reimburse Plaintiffs and the other class
27 members for necessary business-related expenses and costs;

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- n. Whether Defendants failed to pay sick leave or provide adequate notice of sick leave benefits as required by Labor Code section 246;
- o. Whether Defendants forced Plaintiffs and other class members to work for seven (7) consecutive days and did not average at least one (1) day's rest in seven (7) during each calendar month;
- p. Whether Defendants' conduct was willful or reckless;
- q. Whether Defendants engaged in unfair business practices in violation of Business & Professions Code section 17200, *et seq.*;
- r. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- s. Whether Plaintiffs 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 Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California.

18. Defendants, jointly and severally, employed Plaintiffs as hourly-paid employees during the relevant time period within in the State of California.

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

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

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

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

23. Plaintiffs 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. Plaintiffs are informed and believe, and based thereon allege, 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. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive certain wages for overtime compensation and that Plaintiffs and the other class members were not receiving wages for overtime compensation.

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they maintained an illegal rounding policy that resulted in Plaintiffs and other class members being underpaid.

27. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and other class members the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and, thus, they are entitled to any and all applicable penalties.

28. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and other class members were entitled to receive all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a meal period was missed, late, or interrupted, and that Plaintiffs and other class members did not receive all timely and proper meal periods or payment of one additional hour of pay at their regular rate of pay when a meal period was missed, late, or interrupted.

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1 29. Plaintiffs are informed and believe, and based thereon allege, that
2 Defendants knew or should have known that Plaintiffs and other class members were entitled to
3 receive all timely rest periods without interruption or payment of one additional hour of pay at
4 Plaintiffs' and the other class members' regular rate of pay when a rest period was missed, late,
5 or interrupted, and that Plaintiffs and other class members did not receive all rest periods or
6 payment of one additional hour of pay at their regular rate of pay when a rest period was missed,
7 late, or interrupted.

8 30. Plaintiffs are informed and believe, and based thereon allege, that
9 Defendants knew or should have known that Plaintiffs and the other class members were entitled
10 to receive at least minimum wages for compensation and that Plaintiffs and the other class
11 members were not receiving at least minimum wages for all hours worked.

12 31. Plaintiffs are informed and believe, and based thereon allege, that
13 Defendants knew or should have known that Plaintiffs and the other class members were entitled
14 to receive the wages owed to them upon discharge or resignation, including overtime and
15 minimum wages and meal and rest period premiums, and that Plaintiffs and the other class
16 members did not, in fact, receive such wages owed to them during their discharge or resignation.

17 32. Plaintiffs are informed and believe, and based thereon allege, that
18 Defendants knew or should have known that Plaintiffs and the other class members were entitled
19 to receive all wages owed to them during their employment within particular time frames.
20 Plaintiffs and the other class members did not receive payment of all wages, including overtime
21 and minimum wages and meal and rest period premiums, within any time permissible under Labor
22 Code section 204.

23 33. Plaintiffs are informed and believe, and based thereon allege, that
24 Defendants knew or should have known that Plaintiffs and the other class members were entitled
25 to reporting time pay. Plaintiffs and the other class members did not receive reporting time pay.

26 34. Plaintiffs are informed and believe, and based thereon allege, that
27 Defendants knew or should have known that Plaintiffs and the other class members were entitled
28 to reimbursement for necessary business-related expenses.

1 35. Plaintiffs are informed and believe, and based thereon allege, that
2 Defendants knew or should have known that Plaintiffs and the other class members were entitled
3 to receive complete and accurate wage statements in accordance with California law, but, in fact,
4 Plaintiffs and the other class members did not receive complete and accurate wage statements
5 from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
6 hours worked by Plaintiffs and the other class members and failing to factor bonus and incentive
7 payments into their regular rates of pay to change their overtime rates.

8 36. Plaintiffs are informed and believe, and based thereon allege, that
9 Defendants knew or should have known that Defendants had to keep complete and accurate
10 payroll records for Plaintiffs and the other class members in accordance with California law, but,
11 in fact, did not keep complete and accurate payroll records for Plaintiffs and the other class
12 members.

13 37. Plaintiffs are informed and believe, and based thereon allege, that
14 Defendants knew or should have known that Plaintiffs and the other class members were entitled
15 to receive sick leave pay and be given adequate notice of sick leave benefits. Plaintiffs and the
16 other class members did not receive sick leave pay or adequate notice of sick leave benefits as
17 required under Labor Code section 246.

18 38. Plaintiffs are informed and believe, and based thereon allege, that
19 Defendants knew or should have known that Plaintiffs were entitled to one (1) day's rest and that
20 Defendants forced Plaintiffs and other class members to work seven (7) consecutive days without
21 receiving a day's rest.

22 39. Plaintiffs are informed and believe, and based thereon allege, that
23 Defendants knew or should have known that they had a duty to compensate Plaintiffs and the
24 other class members pursuant to California law, and that Defendants had the financial ability to
25 pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
26 represented to Plaintiffs and the other class members that they were properly denied wages, all to
27 increase Defendants' profits.

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1 40. During the relevant time period set forth herein, Defendants failed to pay
2 overtime wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and other
3 class members were required to work more than eight (8) hours per day and/or forty (40) hours
4 per week without overtime compensation.

5 41. During the relevant time period set forth herein, Defendants maintained an
6 illegal rounding policy that was neither fair nor neutral and resulted in Plaintiffs and other class
7 members being underpaid the wages owed to them.

8 42. During the relevant time period set forth herein, Defendants failed to
9 provide the requisite uninterrupted and timely meal and rest periods to Plaintiffs and other class
10 members.

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

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

16 45. During the relevant time period set forth herein, Defendants failed to
17 provide complete or accurate wage statements to Plaintiffs and the other class members.

18 46. During the relevant time period set forth herein, Defendants failed to keep
19 complete or accurate payroll records for Plaintiffs and the other class members.

20 47. During the relevant time period set forth herein, Defendants failed to
21 reimburse Plaintiffs and the other class members for necessary business-related expenses and
22 costs.

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

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

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

51. 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

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

**(Against COROVAN CORPORATION, COROVAN MOVING & STORAGE CO.,
KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and
DOES 1 through 100)**

52. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

53. 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.

54. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs 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 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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

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

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

9 58. During the relevant time period set forth herein, Defendants intentionally
10 and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

11 59. During the relevant time period set forth herein, Defendants had in place
12 an illegal rounding policy that was neither fair nor neutral, which underpaid the wages owed to
13 Plaintiffs and other class members.

14 60. Defendants' failure to pay Plaintiffs and the other class members the
15 unpaid balance of overtime compensation, as required by California laws, violates the provisions
16 of Labor Code sections 510 and 1198, and is, therefore, unlawful.

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

20 **SECOND CAUSE OF ACTION**

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

22 **(Against COROVAN CORPORATION, COROVAN MOVING & STORAGE CO.,**
23 **KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and**

24 **DOES 1 through 100)**

25 62. Plaintiffs incorporate by reference the allegations contained in paragraphs
26 1 through 61, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

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

64. 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.

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

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

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

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1 68. During the relevant time period set forth herein, Plaintiffs and other class
2 members who were scheduled to work for a period of time no longer than twelve (12) hours, and
3 who did not waive their legally-mandated meal periods by mutual consent, were required to work
4 for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty
5 (30) minutes and/or without a rest period.

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

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

14 71. During the relevant time period set forth herein, Defendants intentionally
15 and willfully required Plaintiffs and other class members to work during meal periods and failed
16 to compensate Plaintiffs and the other class members the full meal period premium for work
17 performed during meal periods.

18 72. During the relevant time period set forth herein, Defendants failed to pay
19 Plaintiffs and other class members the full meal period premium due pursuant to Labor Code
20 section 226.7.

21 73. Defendants' conduct violates applicable IWC Wage Order and Labor Code
22 sections 226.7 and 512(a).

23 74. Pursuant to the applicable IWC Wage Order and Labor Code section
24 226.7(b), Plaintiffs and other class members are entitled to recover from Defendants one
25 additional hour of pay at the employee's regular rate of compensation for each workday that the
26 meal or rest period is not provided.

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THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**Against COROVAN CORPORATION, COROVAN MOVING & STORAGE CO.,
KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and
DOES 1 through 100)**

75. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 74, and each and every part thereof with the same force and effect as though fully set forth herein.

76. During the relevant time period set forth herein, the applicable IWC Wage Order and Labor Code section 226.7 were applicable to Plaintiffs' and other class members' employment by Defendants.

77. 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 rest period mandated by an applicable order of the California IWC.

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

79. During the relevant time period set forth herein, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

80. During the relevant time period set forth herein, Defendants willfully required Plaintiffs and other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

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1 81. During the relevant time period set forth herein, Defendants failed to pay
2 Plaintiffs and other class members the full rest period premium due pursuant to Labor Code
3 section 226.7.

4 82. Defendants' conduct violates applicable IWC Wage Orders and Labor
5 Code section 226.7.

6 83. Pursuant to the applicable IWC Wage Orders and Labor Code section
7 226.7(b), Plaintiffs and other class members are entitled to recover from Defendants one
8 additional hour of pay at the employees' regular hourly rate of compensation for each workday
9 that the rest period was not provided.

10 **FORUTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

12 **(Against COROVAN CORPORATION, COROVAN MOVING & STORAGE CO.,**
13 **KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and**
14 **DOES 1 through 100)**

15 84. Plaintiffs incorporate by reference the allegations contained in paragraphs
16 1 through 83 and each and every part thereof with the same force and effect as though fully set
17 forth herein.

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

21 86. During the relevant time period set forth herein, Defendants failed to pay
22 minimum wages to Plaintiffs and the other class members as required, pursuant to Labor Code
23 sections 1194, 1197, and 1197.1.

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

88. Pursuant to Labor Code section 1197.1, Plaintiffs 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.

89. Pursuant to Labor Code section 1194.2, Plaintiffs 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

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

(Against COROVAN CORPORATION, COROVAN MOVING & STORAGE CO.,

KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and

DOES 1 through 100)

90. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

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

92. According to the applicable IWC Wage Order, 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.

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1 93. During the relevant time period set forth herein, Defendants intentionally
2 and willfully failed to pay Plaintiffs and the other class members who are no longer employed by
3 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
4 Defendants' employ. Defendant also required Plaintiffs and the other class members to report to
5 work but did not provide the requisite pay at their regular rate of pay pursuant to the applicable
6 IWC Wage Order.

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

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

14 96. Plaintiffs and the other class members are entitled to recover from
15 Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day
16 maximum as provided by Labor Code section 203.

17 **SIXTH CAUSE OF ACTION**

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

19 **(Against COROVAN CORPORATION, COROVAN MOVING & STORAGE CO.,**
20 **KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and**
21 **DOES 1 through 100)**

22 97. Plaintiffs incorporate by reference the allegations contained in paragraphs
23 1 through 96, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

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

14 99. Defendants have intentionally and willfully failed to provide Plaintiffs and
15 the other class members with complete and accurate wage statements. The deficiencies include,
16 but are not limited to, the failure to include the total number of hours worked by Plaintiffs and
17 other class members and failing to include proper overtime rates due to not factoring bonuses into
18 their regular rates of pay.

19 100. Because of Defendants' violation of Labor Code section 226(a), Plaintiffs
20 and the other class members have suffered injury and damage to their statutorily protected rights.

21 101. More specifically, Plaintiffs and the other class members have been injured
22 by Defendants' intentional and willful violation of Labor Code section 226(a) because they were
23 denied both their legal right to receive, and their protected interest in receiving, accurate and
24 itemized wage statements pursuant to section 226(a).

25 102. Plaintiffs and the other class members are entitled to recover from
26 Defendants the greater of their actual damages caused by Defendants' failure to comply with
27 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
28 employee.

1 103. Plaintiffs and the other class members are also entitled to injunctive relief
2 to ensure compliance with this section, pursuant to Labor Code section 226(g).

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 2800 and 2802)**

5 **(Against COROVAN CORPORATION, COROVAN MOVING & STORAGE CO.,**
6 **KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and**
7 **DOES 1 through 100)**

8 104. Plaintiffs incorporate by reference the allegations contained in paragraphs
9 1 through 103, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 105. Pursuant to Labor Code sections 2800 and 2802, an employer must
12 reimburse its employee for all necessary expenditures incurred by the employee in direct
13 consequence of the discharge of his or her job duties or in direct consequence of his or her
14 obedience to the directions of the employer.

15 106. Defendants have intentionally and willfully failed to reimburse Plaintiffs
16 and other class members for all necessary business-related expenses and costs. Plaintiffs and other
17 class members are entitled to recover from Defendants their business-related expenses and costs
18 incurred during the course and scope of their employment, plus interest accrued from the date on
19 which the employee incurred the necessary expenditures at the same rate as judgments in civil
20 actions in the State of California.

21 **EIGHT CAUSE OF ACTION**

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

23 **(Against COROVAN CORPORATION, COROVAN MOVING & STORAGE CO.,**
24 **KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and**
25 **DOES 1 through 100)**

26 107. Plaintiffs incorporate by reference the allegations contained in paragraphs
27 1 through 106, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 108. PAGA expressly establishes that any provision of the California Labor
2 Code which 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 Labor
4 Code, may be recovered through a civil action,¹ brought by an aggrieved employee on behalf of
5 himself or herself, and other current or former employees.

6 109. On October 29, 2020, Plaintiff Rason Williams provided written notice to
7 the LWDA and Defendants of the specific provisions of the Labor Code he contends were
8 violated, and the theories supporting his contentions. Plaintiff Rason Williams believes that on or
9 about January 2, 2021, the sixty-five (65) days' notice period expired, and the LWDA did not
10 take any action to investigate or prosecute this matter. On December 28, 2020, Plaintiff Rason
11 Williams provided an amended written notice to the LWDA and Defendants adding Klinger
12 Moving Company as a violator and additional factual allegations supporting his contentions.
13 Plaintiff Rason Williams believes that on or about March 3, 2021, the sixty-five (65) days' notice
14 period expired as to the amended notice, and the LWDA did not take any action to investigate or
15 prosecute the matter. Finally, on September 15, 2021, Plaintiff Rason Williams provided a further
16 amended written notice to the LWDA and Defendants that added additional factual allegations
17 supporting his contentions. Plaintiff Rason Williams believes that on or about November 19,
18 2021, the sixty-five (65) day will expire as to all Defendants, and the LWDA will not take any
19 action to investigate or prosecute this matter. Therefore, Plaintiff Rason Williams exhausted his
20 administrative remedies. Attached hereto as **Exhibit 1** and incorporated by reference are copies
21 of the written notice and amended written notices to the LWDA.

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27 ¹ Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial
28 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. Therefore, the one (1) year statute of
limitations for Plaintiffs' PAGA cause of action was tolled during this time period.

1 110. Plaintiff Rason Williams and the other hourly-paid or non-exempt
2 employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they
3 are all current or former employees (whether hired directly or through staffing agencies) of: (a)
4 Defendants Corovan Corporation and Corovan Moving & Storage Co. within the State of
5 California at any time during the period from April 6, 2019 through November 1, 2021; (b)
6 Defendant Klinger Moving Company within the State of California at any time during the period
7 from May 4, 2019 through November 1, 2021; and/or (c) Defendant Employers Leasing
8 Company, Inc. within the State of California at any time during the period July 3, 2019 through
9 November 1, 2021, and one or more of the alleged violations was committed against them.

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

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

15 112. As a policy and practice, Defendants failed to compensate Plaintiff Rason
16 Williams and other aggrieved current and former employees for all hours worked, resulting in a
17 failure to pay all minimum wages and overtime wages, where applicable.

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

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

24 114. As a policy and practice, Defendants failed to provide Plaintiff Rason
25 Williams and other aggrieved current and former employees with legally-mandated meal periods
26 and rest breaks and failed to pay proper compensation for this failure.

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

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

4 116. As a policy and practice, Defendants failed to pay Plaintiff Rason Williams
5 and other aggrieved current and former employees all wages due and owing them within the
6 required time period.

7 **Failure to Timely Pay Wages Upon Termination**

8 117. At all times relevant herein, Defendants were required to pay their
9 employees all wages owed in a timely fashion at the end of employment pursuant to California
10 Labor Code section 201 to 204.

11 118. As a result of Defendants' Labor Code violations alleged above,
12 Defendants failed to pay Plaintiff Rason Williams and the other aggrieved former employees their
13 final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time
14 penalties pursuant to Labor Code section 203.

15 **Failure to Provide Complete and Accurate Wage Statements and to Keep**
16 **Requisite Payroll Records**

17 119. At all times relevant herein, Defendants were required to keep *accurate*
18 records regarding their California employees and to keep requisite payroll records pursuant to the
19 mandate of Labor Code sections 226 and 1174(d) respectively.

20 120. As a result of Defendants' various Labor Code violations, Defendants
21 failed to keep accurate records regarding Plaintiff Rason Williams and other aggrieved current
22 and former employees pursuant to Labor Code sections 226. For example, Defendants failed in
23 their affirmative obligation to keep accurate records regarding Plaintiffs and other aggrieved
24 current and former employees' gross and net wages earned, total hours worked, all deductions,
25 and all applicable hourly rates and the number of hours worked at each hourly rate. Defendants
26 also failed to keep complete and accurate payroll records showing the hours worked daily and the
27 wages paid to Plaintiff Rason Williams and the other aggrieved employees pursuant to section
28 1174(d).

1 **Failure to Reimburse Business Expenses**

2 121. At all times relevant herein, Defendants were required to reimburse its
3 employees for any and all necessary expenditures or losses incurred by the employees in direct
4 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code sections
5 2800 and 2802.

6 122. As a policy and practice, Defendants failed to pay Plaintiff Rason Williams
7 and other aggrieved current and former employees all business expenses incurred and owing them
8 within the required time period.

9 **Improperly Calculated and Paid Sick Leave**

10 123. Pursuant to Labor Code section 246(l), Defendants were required to
11 provide employees with paid sick leave of not less than one hour per every thirty (30) hours
12 worked and pay paid sick leave at a non-exempt employee's regular rate of pay for the workweek
13 in which the employee uses paid sick time or a rate calculated by dividing the employee's total
14 wages, not including overtime premium pay, by the employee's total hours worked in the full pay
15 periods of the prior ninety (90) days of employment. Defendants were also required to provide
16 employees notice of sick leave benefits pursuant to section 246(i).

17 124. As a pattern and practice, Defendants failed to pay Plaintiff Rason
18 Williams and the other aggrieved employees paid sick leave or provide notice of sick leave
19 benefits that complied with Labor Code section 246(1) and section 246(i) respectively.

20 **Failure to Provide One Day's Rest in Seven**

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

24 126. As a pattern and practice, Defendants intentionally and willfully scheduled
25 Plaintiff Rason Williams and other aggrieved employees to work seven (7) consecutive days
26 without providing them with one (1) day's rest.

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Penalties

127. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

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1 **NINTH CAUSE OF ACTION**

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

3 **(Against COROVAN CORPORATION, COROVAN MOVING & STORAGE CO.,**
4 **KLINGER MOVING COMPANY, EMPLOYERS LEASING COMPANY, INC., and**
5 **DOES 1 through 100)**

6 128. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
7 through 127, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 129. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
10 unlawful, and harmful to Plaintiffs, other class members, to the general public, and Defendants'
11 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
12 within the meaning of Code of Civil Procedure section 1021.5.

13 130. Defendants' activities as alleged herein are violations of California law, and
14 constitute unlawful business acts and practices in violation of Business & Professions Code
15 section 17200, *et seq.*

16 131. A violation of Business & Professions Code section 17200, *et seq.*, may be
17 predicated on the violation of any state or federal law. In this instant case, Defendants' policy and
18 practice of requiring Plaintiffs and the other class members work overtime hours without paying
19 them proper compensation violate Labor Code sections 510 and 1198. Additionally, Defendants'
20 policy and practice of requiring Plaintiffs and the other class members to work through their meal
21 and rest periods without paying them proper compensation violate Labor Code sections 226.7 and
22 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiffs and
23 the other class members violate Labor Code sections 201 and 202. Furthermore, Defendants have
24 violated Labor Code sections 204, 226(a), 246, 551, 552, 1174(d), 1194, 1197, 2800, and 2802.

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

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

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

9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs, individually, and on behalf of other members of the general public similarly
11 situated, request a trial by jury.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the
14 general public similarly situated, pray for relief and judgment against Defendants, jointly and
15 severally, as follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action;
18 2. That Plaintiffs be appointed as representatives of the Class;
19 3. That counsel for Plaintiffs be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and most current
21 contact information (address, e-mail, and telephone numbers) of all class members.

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

23 5. That the Court declare, adjudge, and decree that Defendants violated Labor Code
24 sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
25 wages due to Plaintiffs and the other class members;

26 6. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;

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1 7. For pre-judgment interest on any unpaid overtime compensation commencing
2 from the date such amounts were due;

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor
4 Code section 1194; and

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

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

7 10. That the Court declare, adjudge, and decree that Defendants violated Labor Code
8 sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
9 periods (including second meal periods) to Plaintiffs and other class members;

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

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

15 13. For premium wages pursuant to Labor Code section 226.7(b);

16 14. For prejudgment interest on any unpaid wages from the date such amounts were
17 due;

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

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

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

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

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

27 19. For all actual, consequential, and incidental losses and damages, according to
28 proof;

20. For premium wages pursuant to Labor Code section 226.7(b);
21. For prejudgment interest on any unpaid wages from the date such amounts were due; and
22. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

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

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

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to 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 Plaintiffs and other class members no longer employed by Defendants and requiring Plaintiffs 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 the record keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members by willfully failing to provide accurate itemized wage statements thereto;

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

36. For statutory penalties pursuant to Labor Code section 226(e);

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

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

As to the Seventh Cause of Action

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

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

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

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

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

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

As to the Eight Cause of Action

45. 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), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802;

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

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

As to the Ninth Cause of Action

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

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

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

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

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

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

Dated: February 16, 2022

JUSTICE LAW CORPORATION

By: 

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Haig Hogdanian
Attorneys for Plaintiff Rason Williams

Dated: February 16, 2022

DIVERSITY LAW GROUP, P.C.

By: /s/ Simon L. Yang

Larry Lee
Simon L. Yang
Attorneys for Plaintiff Marquise Woodson

EXHIBIT 1

October 29, 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: COROVAN CORPORATION AND COROVAN MOVING & STORAGE CO.

Dear Representative:

We have been retained to represent Rason Williams against Corovan Corporation and Corovan Moving & Storage Co. (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 "COROVAN").

Mr. Williams is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Williams 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.

Corovan Corporation and Corovan Moving & Storage Co. are California corporations located at 12375 Kerran Street, Poway, California 92064.

COROVAN employed Mr. Williams as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around October of 2020) in the State of California. COROVAN directly controls the wages, hours and working conditions of Mr. Williams and other aggrieved employees' employment.

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¹ Mr. Williams 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. Mr. Williams will amend this notice when the true names and capacities are known. Mr. Williams is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Williams 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 Mr. Williams 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 COROVAN within the State of California.

COROVAN 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, Mr. Williams has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at COROVAN, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

COROVAN 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, Mr. Williams and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. COROVAN failed to compensate Mr. Williams and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. COROVAN also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Williams 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, COROVAN routinely required Mr. Williams and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with COROVAN policies and expectations and meet production goals and delivery deadlines. COROVAN also failed to provide adequate coverage to Mr. Williams and other aggrieved employees so they may be relieved of all work duties and take legally compliant meal and rest breaks. Moreover, COROVAN failed to authorize and permit Mr. Williams and other 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, COROVAN failed to compensate Mr. Williams and other 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, COROVAN failed to pay Mr. Williams and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, 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.

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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, COROVAN failed to pay Mr. Williams and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks 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, COROVAN did not provide Mr. Williams and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from COROVAN 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 Mr. Williams and other aggrieved employees, (2) total hours worked by Mr. Williams and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Williams and other aggrieved employees (4) all deductions for Mr. Williams and other aggrieved employees, (5) net wages earned by Mr. Williams and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Williams 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 Mr. Williams and other aggrieved employees. Moreover, COROVAN paid Mr. Williams and other aggrieved employees "under the table" and failed to provide them wage statements.

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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. Mr. Williams 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, COROVAN failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Williams 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, COROVAN did not provide Mr. Williams 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, Mr. Williams and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by COROVAN, including for using their personal cellular phones for work purposes (like navigation) and purchasing gear they were required to wear as part of their uniform while working.

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LWDA

October 29, 2020

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We believe that Mr. Williams and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties 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.

Mr. Williams will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of COROVAN within one year of the date of this letter, 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 long horizontal flourish extending to the right.

Douglas Han, Esq.

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

Richard R. Schmitz

c/o Corovan Corporation and Corovan Moving & Storage Co.

12375 Kerran Street

Poway, California 92064

Agent for Service of Process for Corovan Corporation and Corovan Moving & Storage Co.

December 28, 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: COROVAN CORPORATION, COROVAN MOVING & STORAGE CO. AND
KLINGER MOVING COMPANY
LWDA-CM-811060-20**

Dear Representative:

We hereby amend our October 29, 2020 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the October 29, 2020 letter is attached to this submission as **Exhibit A** for reference. We are amending the notice to include: (a) Klinger Moving Company as a violator and (b) additional factual allegations.

We have been retained to represent Rason Williams against Corovan Corporation, Corovan Moving & Storage Co. and Klinger Moving Company (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 "COROVAN").

Mr. Williams is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Williams 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.

¹ Mr. Williams 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. Mr. Williams will amend this notice when the true names and capacities are known. Mr. Williams is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Williams and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA

December 28, 2020

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Corovan Corporation and Corovan Moving & Storage Co. are California corporations located at 12375 Kerran Street, Poway, California 92064. Klinger Moving Company is a California corporation located at 10901 Biggie St., San Leandro, California 94577.

COROVAN employed Mr. Williams as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around October of 2020) in the State of California. COROVAN directly controls the wages, hours and working conditions of Mr. Williams and other aggrieved employees' employment, including retention, payroll processing, supervision, termination and timekeeping.

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

COROVAN 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, Mr. Williams has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at COROVAN, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

COROVAN 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.

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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, Mr. Williams and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. COROVAN failed to compensate Mr. Williams and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. COROVAN also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Additionally, COROVAN failed to compensate aggrieved employees for travelling to the jobsite, despite exercising full control over them and prohibiting them from making any stops on the way to the jobsite. Moreover, COROVAN automatically deducted meal breaks from Mr. Williams and other aggrieved employees' time and pay regardless whether they were provided breaks. Lastly, COROVAN maintained a rounding policy that had a net negative effect on Mr. Williams and other aggrieved employees' time and pay. Therefore, Mr. Williams and other aggrieved employees were entitled to receive certain wages for overtime compensation, 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, COROVAN routinely required Mr. Williams and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with COROVAN's policies and expectations and meet production goals and delivery deadlines. Further, as part of its customer service policy, COROVAN covered all jobs requested by its customers even if their requests required Mr. Williams or other aggrieved employees to forego legally mandated meal and rest breaks. COROVAN also failed to provide adequate coverage to Mr. Williams and other aggrieved employees so that they would be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, COROVAN failed to authorize and permit Mr. Williams and other 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, COROVAN failed to compensate Mr. Williams and other aggrieved employees all the premium wages they were owed.

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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, COROVAN failed to pay Mr. Williams and other aggrieved employees all wages, including for uncompensated off-the-clock work, automatically deducting meal breaks, maintaining an illegal rounding policy, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, 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, COROVAN failed to pay Mr. Williams and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, automatically deducting meal breaks, maintaining an illegal rounding policy, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks 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, COROVAN did not provide Mr. Williams and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from COROVAN 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 Mr. Williams and other aggrieved employees, (2) total hours worked by Mr. Williams and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Williams and other aggrieved employees (4) all deductions for Mr. Williams and other aggrieved employees, (5) net wages earned by Mr. Williams and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Williams 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 Mr. Williams and other aggrieved employees. Also, instead of listing the overtime rate as 1.5x the regular rate of pay on Mr. Williams and other aggrieved employees' wage statements, COROVAN listed the overtime premium as 0.5x the regular rate of pay. Additionally, by listing "Total Hours Worked" and "Total Hours" on Mr. Williams and other aggrieved employees' wage statements instead of the total hours worked only and duplicating hours by attributing hours to both the "Regular Hours" and "OT Premium" pay codes, COROVAN failed to provide them with intelligible wage statements. Lastly, COROVAN paid Mr. Williams and other aggrieved employees "under the table" and failed to provide them wage statements for all pay periods.

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. Mr. Williams 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, COROVAN failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Williams 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, COROVAN did not provide Mr. Williams 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, travel time and during meal breaks, automatically deducting meal breaks and maintaining an illegal rounding policy.

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, Mr. Williams and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by COROVAN, including for using their personal cellular phones for work purposes like navigation, and purchasing uniforms and gear they were required to wear while working.

We believe that Mr. Williams and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties 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.

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LWDA

December 28, 2020

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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.

Mr. Williams will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of COROVAN within one year of the date of the original October 29, 2020 letter, 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):

Richard R. Schmitz
c/o Corovan Corporation and Corovan Moving & Storage Co.
12375 Kerran Street
Poway, California 92064
Agent for Service of Process for Corovan Corporation and Corovan Moving & Storage Co.

Thomas S. Schmitz
c/o Klinger Moving Company
10901 Biggie St.
San Leandro, California 94577
Agent for Service of Process for Klinger Moving Company

James E. Hart
jhart@littler.com

LITTLER MENDELSON, P.C.

Counsel of Record for Corovan Corporation and Corovan Moving & Storage Co.

EXHIBIT A

October 29, 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: COROVAN CORPORATION AND COROVAN MOVING & STORAGE CO.

Dear Representative:

We have been retained to represent Rason Williams against Corovan Corporation and Corovan Moving & Storage Co. (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 "COROVAN").

Mr. Williams is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Williams 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.

Corovan Corporation and Corovan Moving & Storage Co. are California corporations located at 12375 Kerran Street, Poway, California 92064.

COROVAN employed Mr. Williams as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around October of 2020) in the State of California. COROVAN directly controls the wages, hours and working conditions of Mr. Williams and other aggrieved employees' employment.

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¹ Mr. Williams 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. Mr. Williams will amend this notice when the true names and capacities are known. Mr. Williams is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Williams 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 Mr. Williams 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 COROVAN within the State of California.

COROVAN 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, Mr. Williams has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at COROVAN, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

COROVAN 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, Mr. Williams and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. COROVAN failed to compensate Mr. Williams and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. COROVAN also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Williams 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 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, COROVAN failed to pay Mr. Williams and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, 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.

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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, COROVAN did not provide Mr. Williams and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from COROVAN 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 Mr. Williams and other aggrieved employees, (2) total hours worked by Mr. Williams and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Williams and other aggrieved employees (4) all deductions for Mr. Williams and other aggrieved employees, (5) net wages earned by Mr. Williams and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Williams 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 Mr. Williams and other aggrieved employees. Moreover, COROVAN paid Mr. Williams and other aggrieved employees "under the table" and failed to provide them wage statements.

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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. Mr. Williams 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, COROVAN failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Williams 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, COROVAN did not provide Mr. Williams 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, Mr. Williams and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by COROVAN, including for using their personal cellular phones for work purposes (like navigation) and purchasing gear they were required to wear as part of their uniform while working.

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LWDA

October 29, 2020

Page 6 of 6

We believe that Mr. Williams and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties 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.

Mr. Williams will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of COROVAN within one year of the date of this letter, 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):

Richard R. Schmitz

c/o Corovan Corporation and Corovan Moving & Storage Co.

12375 Kerran Street

Poway, California 92064

Agent for Service of Process for Corovan Corporation and Corovan Moving & Storage Co.

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: COROVAN CORPORATION, COROVAN MOVING & STORAGE CO. AND
KLINGER MOVING COMPANY
LWDA-CM-811060-20**

Dear Representative:

We hereby further amend our December 28, 2020 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the December 28, 2020 letter is attached to this submission as **Exhibit A** for reference.

We have been retained to represent Rason Williams against Corovan Corporation, Corovan Moving & Storage Co. and Klinger Moving Company (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 "COROVAN").

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¹ Mr. Williams 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. Mr. Williams will amend this notice when the true names and capacities are known. Mr. Williams is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Williams 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

Mr. Williams is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Williams 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 Mr. Williams's prior letters submitted on October 29, 2020 and December 28, 2020 and supplements the theories and facts for which Mr. Williams may seek civil penalties. The California Labor & Workforce Development Agency did not respond to Mr. Williams's original letter, the amended letter, and Mr. Williams is currently prosecuting his claims against COROVAN in court.

Corovan Corporation and Corovan Moving & Storage Co. are California corporations located at 12375 Kerran Street, Poway, California 92064. Klinger Moving Company is a California corporation located at 10901 Biggie St., San Leandro, California 94577.

COROVAN employed Mr. Williams as an hourly-paid non-exempt Driver within one year of the date of Mr. Williams's original letter (until in or around October of 2020) in the State of California. COROVAN directly controls the wages, hours and working conditions of Mr. Williams and other aggrieved employees' employment, including retention, payroll processing, supervision, termination and timekeeping.

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

COROVAN 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, Mr. Williams has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at COROVAN, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

LWDA

September 15, 2021

Page 3 of 8

COROVAN 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.

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, Mr. Williams and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. COROVAN failed to compensate Mr. Williams 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, COROVAN failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate for purposes of overtime compensation. Moreover, COROVAN rounded Mr. Williams and other employees time to benefit CORADATA and underpay its employees. Therefore, Mr. Williams 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, COROVAN routinely required aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with COROVAN policies and expectations. Moreover, COROVAN 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, COROVAN failed to compensate aggrieved employees all the premium wages they were owed. Alternatively, even when COROVAN 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, COROVAN failed to pay Mr. Williams 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, COROVAN failed to pay Mr. Williams 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, COROVAN did not provide Mr. Williams and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from COROVAN 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 Mr. Williams and other aggrieved employees, (2) total hours worked by Mr. Williams and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Williams and other aggrieved employees (4) all deductions for Mr. Williams and other aggrieved employees, (5) net wages earned by Mr. Williams and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Williams 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 Mr. Williams 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." COROVAN did not provide Mr. Williams 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. Mr. Williams 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, COROVAN failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Williams 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, COROVAN did not provide Mr. Williams 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 COROVAN.

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, Mr. Williams and other aggrieved employees worked the requisite time for COROVAN 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, COROVAN failed to notify Mr. Williams 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. Mr. Williams and the aggrieved employees were required to report to work and were not provided the requisite pay at the regular rate of pay.

LWDA

September 15, 2021

Page 7 of 8

We believe that Mr. Williams 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.

Mr. Williams 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 COROVAN 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):

Richard R. Schmitz

c/o Corovan Corporation and Corovan Moving & Storage Co.

12375 Kerran Street

Poway, California 92064

Agent for Service of Process for Corovan Corporation and Corovan Moving & Storage Co.

LWDA

September 15, 2021

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Thomas S. Schmitz

c/o Klinger Moving Company

10901 Biggie St.

San Leandro, California 94577

Agent for Service of Process for Klinger Moving Company

James E. Hart

jhart@littler.com

Michelle Falconer

MFalconer@littler.com

LITTLER MENDELSON, P.C.

Counsel of Record for Corovan Corporation and Corovan Moving & Storage Co.

EXHIBIT A

December 28, 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: COROVAN CORPORATION, COROVAN MOVING & STORAGE CO. AND
KLINGER MOVING COMPANY
LWDA-CM-811060-20**

Dear Representative:

We hereby amend our October 29, 2020 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the October 29, 2020 letter is attached to this submission as **Exhibit A** for reference. We are amending the notice to include: (a) Klinger Moving Company as a violator and (b) additional factual allegations.

We have been retained to represent Rason Williams against Corovan Corporation, Corovan Moving & Storage Co. and Klinger Moving Company (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 "COROVAN").

Mr. Williams is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Williams 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.

¹ Mr. Williams 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. Mr. Williams will amend this notice when the true names and capacities are known. Mr. Williams is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Williams and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA

December 28, 2020

Page 2 of 8

Corovan Corporation and Corovan Moving & Storage Co. are California corporations located at 12375 Kerran Street, Poway, California 92064. Klinger Moving Company is a California corporation located at 10901 Biggie St., San Leandro, California 94577.

COROVAN employed Mr. Williams as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around October of 2020) in the State of California. COROVAN directly controls the wages, hours and working conditions of Mr. Williams and other aggrieved employees' employment, including retention, payroll processing, supervision, termination and timekeeping.

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

COROVAN 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, Mr. Williams has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at COROVAN, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

COROVAN 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.

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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, Mr. Williams and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. COROVAN failed to compensate Mr. Williams and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. COROVAN also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Additionally, COROVAN failed to compensate aggrieved employees for travelling to the jobsite, despite exercising full control over them and prohibiting them from making any stops on the way to the jobsite. Moreover, COROVAN automatically deducted meal breaks from Mr. Williams and other aggrieved employees' time and pay regardless whether they were provided breaks. Lastly, COROVAN maintained a rounding policy that had a net negative effect on Mr. Williams and other aggrieved employees' time and pay. Therefore, Mr. Williams and other aggrieved employees were entitled to receive certain wages for overtime compensation, 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, COROVAN routinely required Mr. Williams and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with COROVAN's policies and expectations and meet production goals and delivery deadlines. Further, as part of its customer service policy, COROVAN covered all jobs requested by its customers even if their requests required Mr. Williams or other aggrieved employees to forego legally mandated meal and rest breaks. COROVAN also failed to provide adequate coverage to Mr. Williams and other aggrieved employees so that they would be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, COROVAN failed to authorize and permit Mr. Williams and other 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, COROVAN failed to compensate Mr. Williams and other aggrieved employees all the premium wages they were owed.

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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, COROVAN failed to pay Mr. Williams and other aggrieved employees all wages, including for uncompensated off-the-clock work, automatically deducting meal breaks, maintaining an illegal rounding policy, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, 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, COROVAN failed to pay Mr. Williams and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, automatically deducting meal breaks, maintaining an illegal rounding policy, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks 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, COROVAN did not provide Mr. Williams and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from COROVAN 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 Mr. Williams and other aggrieved employees, (2) total hours worked by Mr. Williams and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Williams and other aggrieved employees (4) all deductions for Mr. Williams and other aggrieved employees, (5) net wages earned by Mr. Williams and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Williams 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 Mr. Williams and other aggrieved employees. Also, instead of listing the overtime rate as 1.5x the regular rate of pay on Mr. Williams and other aggrieved employees' wage statements, COROVAN listed the overtime premium as 0.5x the regular rate of pay. Additionally, by listing "Total Hours Worked" and "Total Hours" on Mr. Williams and other aggrieved employees' wage statements instead of the total hours worked only and duplicating hours by attributing hours to both the "Regular Hours" and "OT Premium" pay codes, COROVAN failed to provide them with intelligible wage statements. Lastly, COROVAN paid Mr. Williams and other aggrieved employees "under the table" and failed to provide them wage statements for all pay periods.

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. Mr. Williams 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, COROVAN failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Williams 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, COROVAN did not provide Mr. Williams 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, travel time and during meal breaks, automatically deducting meal breaks and maintaining an illegal rounding policy.

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, Mr. Williams and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by COROVAN, including for using their personal cellular phones for work purposes like navigation, and purchasing uniforms and gear they were required to wear while working.

We believe that Mr. Williams and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties 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.

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LWDA

December 28, 2020

Page 7 of 8

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.

Mr. Williams will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of COROVAN within one year of the date of the original October 29, 2020 letter, 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):

Richard R. Schmitz
c/o Corovan Corporation and Corovan Moving & Storage Co.
12375 Kerran Street
Poway, California 92064
Agent for Service of Process for Corovan Corporation and Corovan Moving & Storage Co.

Thomas S. Schmitz
c/o Klinger Moving Company
10901 Biggie St.
San Leandro, California 94577
Agent for Service of Process for Klinger Moving Company

James E. Hart
jhart@littler.com

LITTLER MENDELSON, P.C.

Counsel of Record for Corovan Corporation and Corovan Moving & Storage Co.

EXHIBIT A

October 29, 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: COROVAN CORPORATION AND COROVAN MOVING & STORAGE CO.

Dear Representative:

We have been retained to represent Rason Williams against Corovan Corporation and Corovan Moving & Storage Co. (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 "COROVAN").

Mr. Williams is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Williams 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.

Corovan Corporation and Corovan Moving & Storage Co. are California corporations located at 12375 Kerran Street, Poway, California 92064.

COROVAN employed Mr. Williams as an hourly-paid non-exempt Driver within one year of the date of this letter (until in or around October of 2020) in the State of California. COROVAN directly controls the wages, hours and working conditions of Mr. Williams and other aggrieved employees' employment.

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¹ Mr. Williams 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. Mr. Williams will amend this notice when the true names and capacities are known. Mr. Williams is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Williams 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 Mr. Williams 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 COROVAN within the State of California.

COROVAN 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, Mr. Williams has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at COROVAN, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

COROVAN 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, Mr. Williams and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. COROVAN failed to compensate Mr. Williams and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. COROVAN also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Williams 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, COROVAN routinely required Mr. Williams and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with COROVAN policies and expectations and meet production goals and delivery deadlines. COROVAN also failed to provide adequate coverage to Mr. Williams and other aggrieved employees so they may be relieved of all work duties and take legally compliant meal and rest breaks. Moreover, COROVAN failed to authorize and permit Mr. Williams and other 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, COROVAN failed to compensate Mr. Williams and other 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, COROVAN failed to pay Mr. Williams and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, 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.

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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, COROVAN failed to pay Mr. Williams and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks 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, COROVAN did not provide Mr. Williams and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from COROVAN 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 Mr. Williams and other aggrieved employees, (2) total hours worked by Mr. Williams and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Williams and other aggrieved employees (4) all deductions for Mr. Williams and other aggrieved employees, (5) net wages earned by Mr. Williams and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Williams 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 Mr. Williams and other aggrieved employees. Moreover, COROVAN paid Mr. Williams and other aggrieved employees "under the table" and failed to provide them wage statements.

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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. Mr. Williams 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, COROVAN failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Williams 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, COROVAN did not provide Mr. Williams 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, Mr. Williams and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by COROVAN, including for using their personal cellular phones for work purposes (like navigation) and purchasing gear they were required to wear as part of their uniform while working.

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LWDA

October 29, 2020

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We believe that Mr. Williams and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties 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.

Mr. Williams will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of COROVAN within one year of the date of this letter, 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 long horizontal flourish extending to the right.

Douglas Han, Esq.

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

Richard R. Schmitz

c/o Corovan Corporation and Corovan Moving & Storage Co.

12375 Kerran Street

Poway, California 92064

Agent for Service of Process for Corovan Corporation and Corovan Moving & Storage Co.

**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 February 16, 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)
Kara Valls (kvalls@littler.com)
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104

James E. Hart (JHart@littler.com)
Ian Robertson (IRobertson@littler.com)
Cecilia Mendoza (CMendoza@littler.com)
Pelatiah Bickford (PBickford@littler.com)
Cynthia Esparza (CEsparza@littler.com)
Mary Ann Mendoza (MaMendoza@littler.com)
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612

Attorneys for Defendants Corovan Moving Corporation, Corovan Moving & Storage Co., and Klinger Moving Company

Larry Lee (lwlee@diversitylaw.com)
Simon L. Yang (sly@diversitylaw.com)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071-3316

Attorneys for Plaintiff Marquise Woodson

[X] BY E-MAIL

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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1 **[X] STATE**

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

4 Executed on February 16, 2022, at Pasadena, California.



5
6 Melanie Abzun

**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 Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jkislow@justicelawcorp.com

On February 25, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Williams, et al., v. Corovan Corporation, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-811060-20**
Court Case No.: RG21085500
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 February 25, 2022, at Pasadena, California.



Melanie Abzun