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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

FRANKLIN CHUNIR, individually and on
behalf of all those similarly situated,

Plaintiff,

v.

TWO MEN AND A MOVING VAN LLC,
a Washington Limited Liability Company,
LION MOVERS LLC, a Washington
Limited Liability Company, MOVE FOR
LESS LLC, a Washington Limited Liability
Company,

Defendants.

No. 24-2-09567-5 KNT

CLASS ACTION COMPLAINT
FOR DAMAGES

Plaintiff claims against Defendants as follows:

I. NATURE OF ACTION

1.1. Plaintiff Franklin Chunir brings this action against Defendants Two Men And A Moving Van LLC, Lion Movers LLC, and Move For Less LLC, for violating Washington’s Minimum Wage Act (“MWA”), RCW 49.46, Wage Rebate Act (“WRA”), RCW 49.52, and regulations implementing the Industrial Welfare Act (“IWA”), WAC 296-126-092.

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II. JURISDICTION & VENUE

- 2.1. The Superior Court of Washington has jurisdiction over Plaintiff’s claims pursuant to RCW 2.08.010.
- 2.2. Venue in King County is appropriate pursuant to RCW 4.12.025.

III. PARTIES

- 3.1. Plaintiff is a resident of King County and was formerly employed by Defendants.
- 3.2. Defendants Two Men And A Moving Van, Lion Movers, and Move For Less are Washington Limited Liability Companies based in King County.
- 3.3. Defendants are “employers” under the IWA, MWA, and WRA.
- 3.4. Defendants jointly employed Plaintiff and the putative class members.

IV. STATEMENT OF FACTS

- 4.1. Defendants operate moving companies in King County using the trade names, “Two Men And A Moving Van,” “Lion Movers,” and/or “Move For Less.” On information and belief, Defendants operate under common ownership and management and apply the same policies and procedures with respect to pay and rest and meal breaks. The companies offer commercial and residential moving services across the Puget Sound area and, on information and belief, use the same workers for moving jobs booked under all three trade names.
- 4.2. Defendants hired Plaintiff in the spring of 2021. During his two-year tenure with the company, Plaintiff worked as a mover, foreman, and driver.
- 4.3. Plaintiff and the other movers and drivers (“Class Members”) received their job assignments via text message, usually the night before a job. On the day of, Class

1 Members were required to report to Defendants' offices in Kent. There, they would load
2 company-owned box trucks and prepare the materials they needed for their work, like dollies,
3 shrink wrap, and moving blankets.

4 4.4. From the Kent office, Class Members would travel across the region to
5 clients' homes and offices. On a given day, these employees could travel as far away as
6 Lynwood or Everett for a job. When they arrived at an assignment, the Class Members got to
7 work packing, moving, and unloading boxes and other items.
8

9 4.5. After finishing their assigned jobs for the day, Class Members were required
10 to return to the Kent office where they unloaded boxes and materials, threw away trash, and
11 cleaned the trucks.

12 4.6. Defendants did not have a system in place to accurately track all the hours
13 Class Members worked.
14

15 4.7. Plaintiff and the other Class Members were not paid for all hours worked,
16 including all the time they spent travelling between the Kent office and their assigned
17 jobsites, and for all the time they spent preparing and loading the trucks in the morning and
18 unloading and cleaning the trucks at the end of the day.

19 4.8. Plaintiff and the other Class Members routinely worked over 40 hours in a
20 week but were not paid time and a half for hours worked over 40 in a given week.
21

22 4.9. Defendants also did not have a system in place to track meal breaks or rest
23 breaks or to otherwise ensure that workers received them. Given the demands of the work
24 and Defendants; insistence that jobs be completed quickly, Plaintiff and his fellow Class
25 Members were routinely deprived of rest and meal breaks.
26

1 4.10. Defendants did not provide Class Members with additional compensation
2 when they missed a meal period or when their meal period was cut short. Nor did Defendants
3 provide additional compensation when Class Members missed their rest breaks.

4 4.11. Defendants also maintained a policy or practice of docking Class Members'
5 pay for arriving late to work and for damaging equipment. On information and belief,
6 Defendants made these claw backs without the workers' consent.
7

8 V. CLASS ACTION ALLEGATIONS

9 5.1. Plaintiff seeks to represent a class of current and former hourly-paid
10 employees who worked for Defendants as drivers, movers, forepersons, or in similar job
11 classifications beginning three years prior to the filing of this Complaint and continuing
12 thereafter.

13 5.2. Plaintiff's claims are properly maintainable as a class action under CR 23(a)
14 and (b)(3).
15

16 5.3. Pursuant to CR 23(a)(2), there are common questions of law and fact to the
17 class including, but not limited to, whether Defendants engaged in a pattern or practice of
18 failing to pay workers for all hours worked, including travel time and pre- and post-shift
19 work; whether Defendants engaged in a pattern or practice of not providing legally sufficient
20 rest breaks and meal periods; whether Defendants owe employees additional compensation
21 when they were not provided ten minutes of break time for every four hours of work and 30
22 uninterrupted minutes of meal period time for shifts lasting more than five hours; whether
23 Defendants' wage deductions for showing up late and damaging equipment were unlawful;
24 and whether Defendants acted willfully and with the intent to deprive employees of their
25 wages.
26

1 5.4. Pursuant to CR 23(a)(3), the named Plaintiff's wage and hour claims are
2 typical of the claims of the Class Members and of Defendants' anticipated defenses thereto.

3 5.5. The named Plaintiff will fairly and adequately protect the interests of the class
4 as required by CR 23(a)(4).

5 5.6. Pursuant to CR 23(b)(3), class certification is appropriate here because
6 questions of law or fact common to members of the class predominate over any questions
7 affecting only individual members and because a class action is superior to other available
8 methods for the fair and efficient adjudication of the controversy.

10 VI. UNPAID PRE- AND POST-SHIFT WORK

11 6.1. Plaintiff restates and realleges the allegations set forth above.

12 6.2. Defendants violated the Minimum Wage Act when they failed to pay Plaintiff
13 and the other Class Members for time spent working before leaving for their assigned jobs
14 and after they returned to the Kent office at the end of the day.

15 6.3. Defendants' failure to pay all hours worked was not accidental nor the result
16 of a bona fide dispute over the amount of wages owed to Class Members, but was willful and
17 knowing.

18 6.4. As a result of Defendants' acts and omissions, Plaintiff and the other Class
19 Members have been damaged in amounts as will be proven at trial.

20 6.5. Defendants' refusal to pay Plaintiff and the other Class Members for all hours
21 worked while engaged in these preparatory and concluding tasks constitutes willful
22 withholding of wages under the Wage Rebate Act, RCW 49.52.050 and .070.

25 VII. UNPAID TRAVEL TIME

26 7.1. Plaintiff restates and realleges the allegations set forth above.

1 7.2. Defendants violated the Minimum Wage Act when they failed to pay Plaintiff
2 and the other Class Members for time they spent travelling between the Kent office and their
3 assigned job sites, and time spent travelling between jobsites on days when they worked
4 multiple jobs.
5

6 7.3. Defendants' failure to pay all hours worked, including travel time, was not
7 accidental nor the result of a bona fide dispute over the amount of wages owed to Class
8 Members, but was willful and knowing.

9 7.4. Defendants' failure to pay Plaintiff and the other Class Members for
10 compensable travel time constitutes willful withholding of wages under the Wage Rebate
11 Act, RCW 49.52.050 and .070.

12 **VIII. MEAL BREAK VIOLATIONS**

13 8.1. Plaintiff restates and realleges the allegations set forth above.
14

15 8.2. Defendants violated the Minimum Wage Act and the Industrial Welfare Act
16 and its implementing regulations when they failed to provide Plaintiff and the other Class
17 Members with meal periods during continuous shifts lasting more than five hours.

18 8.3. Defendants knew or should have known that the Class Members did not
19 receive lawful meal periods and yet continued to require and allow such practices to
20 continue.
21

22 8.4. Defendants have not paid Class Members any additional compensation for
23 their failure to provide lawful meal periods.

24 8.5. Defendants' failure to pay compensation for missed breaks is not accidental
25 nor the result of a bona fide dispute over the amount of wages owed but is willful and
26 knowing.

1 8.6. As a result of the Defendants' acts and omissions, Plaintiff and the other Class
2 Members have been damaged in amounts as will be proven at trial.

3 8.7. Defendants' refusal to provide meal periods constitutes willful withholding
4 wages under the Wage Rebate Act, RCW 49.52.050 and .070.
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6 IX. REST BREAK VIOLATIONS

7 9.1. Plaintiff restates and realleges the allegations set forth above.

8 9.2. Defendants' failure to provide employees with rest breaks constitutes a
9 violation of the Industrial Welfare Act and its implementing regulations.

10 9.3. Defendants knew or should have known that Class Members did not receive
11 lawful rest breaks and yet continued to require and allow such practices to continue.

12 9.4. Defendants have not paid Class Members any additional compensation for
13 their failure to provide lawful meal periods.
14

15 9.5. Defendants' failure to pay compensation for missed breaks is not accidental
16 nor the result of a bona fide dispute over the amount of wages owed but is willful and
17 knowing.

18 9.6. As a result of Defendants' acts and omissions, Plaintiff and members of the
19 class have been damaged in amounts as will be proven at trial.

20 9.7. Defendants' refusal to provide payment for missed rest breaks constitutes
21 willful withholding of wages under the Wage Rebate Act, RCW 49.52.050 and .070.
22

23 X. UNLAWFUL WAGE WITHHOLDING

24 10.1. Plaintiff restates and realleges the allegations set forth above.
25
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1 10.2. Defendants' conduct in clawing back wages from the Plaintiff and the other
2 Class Members for arriving late and damaging items constitutes a violation of the Wage
3 Rebate Act, RCW 49.52.050 & .070.

4 10.3. As a result of Defendants' acts and omissions, Plaintiff and Class Members
5 have been damaged in amounts as will be proven at trial.

6 10.4. Defendants' conduct constitutes willful withholding of wages under the Wage
7 Rebate Act, RCW 49.52.50 and .70.

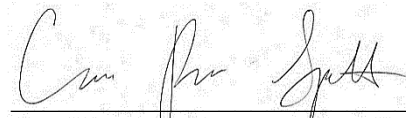
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9 **XI. PRAYER FOR RELIEF**

10 Plaintiff requests the Court enter an order granting him the following relief:

- 11 A. Certification of this case as a class action pursuant to CR 23(a) and (b)(3);
12 B. Damages for lost wages in amounts to be proven at trial;
13 C. Exemplary damages in amounts equal to double the wages due to Plaintiff and
14 the class members, pursuant to RCW 49.52.070;
15 D. Attorneys' fees and costs pursuant to RCW 49.46.090, RCW 49.48.030, and
16 RCW 49.52.070;
17 E. Prejudgment interest; and
18 F. Such other and further relief as the Court deems just and proper.

19 DATED this 30th day of April, 2024.

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21
22 **SCHROETER GOLDMARK & BENDER**

23 

24 Carson D. Phillips-Spotts, WSBA #51207
25 Lindsay L. Halm, WSBA #37141

26 Counsel for Plaintiff