

1 LAUREN M. BLAS, SBN 296823
lblas@gibsondunn.com
2 MELANIE SAVA, SBN 333431
msava@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
4 Los Angeles, CA 90071-3197
Telephone: 213.229.7000
5 Facsimile: 213.229.7520

6 KATIE M. MAGALLANES, SBN 300277
kmagallanes@gibsondunn.com
7 JESSICA M. PEARIGEN, SBN 317286
jpearigen@gibsondunn.com
8 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
9 Irvine, CA 92612-4412
Telephone: 949.451.3800
10 Facsimile: 949.451.4220

11 Attorneys for Defendant
12 AMAZON RETAIL LLC

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 SOUTHERN DIVISION

16 MATTHEW CUOZZO, as an individual
and on behalf of all others similarly
17 situated,

18 Plaintiff,

19 v.

20 AMAZON RETAIL LLC, a Delaware
limited liability company; and DOES 1
21 through 50, inclusive,

22 Defendants.
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24
25
26
27
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CASE NO. 8:21-CV-01271

**DEFENDANT AMAZON RETAIL
LLC'S NOTICE OF REMOVAL OF
CLASS ACTION**

(Orange County Superior Court Case
No. 30-2021-01206226-CU-OE-CXC)

Action Filed: June 16, 2021

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1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
2 CENTRAL DISTRICT OF CALIFORNIA, PLAINTIFF MATTHEW CUOZZO, AND
3 HIS COUNSEL OF RECORD:

4 **PLEASE TAKE NOTICE THAT**, pursuant to the Class Action Fairness Act of
5 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711, Defendant Amazon Retail LLC hereby
6 removes to the United States District Court for the Central District of California the
7 above-captioned state court action, originally filed as Case No. 30-2021-01206226 in
8 Orange County Superior Court, State of California. Removal is proper on the following
9 grounds:

10 **I. TIMELINESS OF REMOVAL**

11 1. Plaintiff Matthew Cuozzo (“Plaintiff”) filed a putative Class Action
12 Complaint against Amazon Retail LLC (“Amazon Retail” or “Defendant”) in Orange
13 County Superior Court, State of California, Case No. 30-2021-01206226, on June 16,
14 2021. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the (a) Docket Sheet,
15 (b) Class Action Complaint, (c) Summons, (d) Civil Case Cover Sheet, (e) Receipt of
16 Plaintiff’s Payment of Complex Case Fee, and (f) Proof of Service of Summons are
17 attached as Exhibits A–F to the Declaration of Lauren Blas (“Blas Decl.”) filed
18 concurrently here.

19 2. According to the Proof of Service of Summons, Plaintiff personally served
20 Amazon Retail through its registered agent for service of process on June 29, 2021. *See*
21 Blas Decl. ¶ 7, Ex. F. Consequently, service was completed on June 29, 2021. This
22 notice of removal is timely because it is filed within 30 days after service was completed.
23 28 U.S.C. § 1446(b).

24 **II. SUMMARY OF ALLEGATIONS AND GROUNDS FOR REMOVAL**

25 3. Removal is proper pursuant to 28 U.S.C. §§ 1441 and 1453 because this
26 Court has subject-matter jurisdiction over this action and the claim asserted against
27 Amazon Retail pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C.
28 § 1332(d).

1 4. CAFA applies “to any class action before or after the entry of a class
2 certification order by the court with respect to that action.” 28 U.S.C. § 1332(d)(8). This
3 case is a putative “class action” under CAFA because it was brought under California
4 Code of Civil Procedure section 382, California’s state statute or rule authorizing an
5 action to be brought by one or more representative persons as a class action. *See* 28
6 U.S.C. § 1332(d)(1)(B); *see also* Blas Decl. Ex. B, Compl. ¶ 16.

7 5. Plaintiff asks the Court for “[a]n order certifying the proposed class.” Blas
8 Decl. Ex. B, Compl., Prayer for Relief. He seeks to represent “all current and former
9 non-exempt employees of [Amazon Retail] in the State of California who were paid
10 ‘Retro Shift Pay’ wages at any time from June 16, 2020, to the present.” *Id.*, Compl.
11 ¶ 16.

12 6. In his Complaint, Plaintiff alleges a single cause of action against Amazon
13 Retail for violations of Labor Code § 226(a).

14 7. Plaintiff alleges that putative class members were provided with inaccurate
15 itemized wage statements and are entitled to statutory penalties for inaccurate wage
16 statements, attorneys’ fees, and costs. *See* Blas Decl. Ex. B, Compl. ¶¶ 19, 31 & Prayer
17 for Relief.

18 8. Removal of a class action under CAFA is proper if: (1) there are at least
19 100 members in the putative class; (2) there is minimal diversity between the parties,
20 such that at least one class member is a citizen of a state different from any defendant;
21 and (3) the aggregate amount in controversy exceeds \$5 million, exclusive of interest
22 and costs. *See* 28 U.S.C. §§ 1332(d), 1441.

23 9. Amazon Retail denies any liability in this case, both as to Plaintiff’s
24 individual claim and as to the claim he seeks to pursue on behalf of the putative class.
25 Amazon Retail also intends to oppose class certification and believes that class treatment
26 is inappropriate under these circumstances in part because there are many material
27 differences between the experiences of Plaintiff and the putative class members he seeks
28 to represent. Amazon Retail expressly reserves all rights to oppose class certification

1 and to contest the merits of the claim asserted in the Complaint. However, for purposes
2 of the jurisdictional requirements for removal *only*, the allegations in Plaintiff’s
3 Complaint identify a putative class of more than 100 members and put in controversy,
4 in the aggregate, an amount that exceeds \$5 million. *See* 28 U.S.C. § 1332(d)(6).

5 **A. The Proposed Class Consists of More Than 100 Members**

6 10. Based on Plaintiff’s allegations, this action satisfies CAFA’s requirement
7 that the putative class contains at least 100 members. *See* 28 U.S.C. § 1332(d)(5)(B).

8 11. Plaintiff’s proposed class consists of current or former non-exempt
9 Amazon Retail employees who received wage statements including a line item for
10 “Retro Shift Pay” at any time between June 16, 2020 and the present. Blas Decl., Ex.
11 B, Compl. ¶ 16. According to Amazon Retail’s records, there were at least 4,783 non-
12 exempt individuals employed by Amazon Retail LLC in California between June 16,
13 2020 and June 16, 2021 who received a wage statement containing “Retro Shift Pay.”
14 Declaration of Veronica Strickland (“Strickland Decl.”) ¶ 5. This putative class size
15 estimate is conservative because it excludes all non-exempt employees who have been
16 hired by Amazon Retail LLC since June 16, 2021 and subsequently earned “Retro Shift
17 Pay.”

18 12. Accordingly, while Amazon Retail denies that class treatment is
19 permissible or appropriate, the proposed class consists of well over 100 members.

20 **B. Amazon Retail and Plaintiff Are Not Citizens of the Same State**

21 13. Under CAFA’s minimum diversity of citizenship requirement, the plaintiff
22 or any member of the putative class must be a citizen of a different state from any
23 defendant. *See* 28 U.S.C. § 1332(d)(2)(A).

24 14. A person is a citizen of the state in which he or she is domiciled. *Kantor v.*
25 *Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). A party’s residence is
26 prima facie evidence of his or her domicile. *Ayala v. Cox Auto., Inc.*, 2016 WL 6561284,
27 at *4 (C.D. Cal. Nov. 4, 2016) (citing *State Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d
28 514, 520 (10th Cir. 1994)). Additionally, an allegation of minimal diversity is sufficient

1 where the notice of removal provides a “short and plain statement . . . based on
2 information and belief.” *Ehrman v. Cox Commc’ns, Inc.*, 932 F.3d 1223, 1228 (9th Cir.
3 2019), *cert. denied*, 140 S. Ct. 2566 (2020); *see also Dart Cherokee Basin Op. Co., LLC*
4 *v. Owens*, 574 U.S. 81, 87 (2014) (explaining that a notice of removal need include only
5 “a short and plain statement of the grounds for removal” and “courts should apply the
6 same liberal rules to removal allegations that are applied to other matters of pleading”
7 (internal quotations and alteration omitted)).

8 15. According to information Plaintiff provided to Amazon Retail, Plaintiff
9 resided in California until at least June 10, 2021 and has not alleged in his Complaint
10 that he resides outside the state. Strickland Decl. ¶ 3. Plaintiff is therefore considered a
11 citizen of California for purposes of removal under CAFA. *See Lopez v. Adesa, Inc.*,
12 2019 WL 4235201, at *1 n.2 (C.D. Cal. Sept. 6, 2019) (denying remand and noting that
13 “a citation to [defendant’s] own records [was sufficient under the plausibility standard]
14 to establish [p]laintiff’s citizenship); *Ayala*, 2016 WL 6561284, at *4. Moreover, it is
15 reasonable to assume that a substantial number of the putative class members, who by
16 definition are or have been recently “employees . . . in the State of California,” are also
17 domiciled in California. Blas Decl., Ex. B, Compl. ¶ 16; *see also Ehrman*, 932 F.3d at
18 1228.

19 16. A corporation is a citizen of its state of incorporation and the state of its
20 principal place of business. 28 U.S.C. § 1332(c)(1). “[A]n LLC is a citizen of every
21 state of which its owners/members are citizens.” *Johnson v. Columbia Props.*
22 *Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006). Amazon Retail LLC is a limited
23 liability company organized under the laws of Delaware and has its principal place of
24 business in Seattle, Washington. Blas Decl., Ex. G, Declaration of Zane Brown (“Brown
25 Decl.”) ¶¶ 2, 6. Amazon Retail LLC’s only member is Amazon Retail US Holdings
26 LLC, whose only member is Walnut Sub Enterprises LLC, whose only member is
27 Amazon.com Services LLC, whose only member is Amazon.com Sales, Inc., which is
28 wholly owned by Amazon.com, Inc. *Id.* ¶ 3. Amazon Retail US Holdings LLC, Walnut

1 Sub Enterprises LLC, and Amazon.com Services LLC are each organized under the laws
2 of Delaware with their principal places of business located in Seattle, Washington. *Id.*
3 ¶ 4. Amazon.com Sales, Inc. and Amazon.com, Inc. are incorporated in Delaware and
4 each have their principal places of business in Seattle, Washington. *Id.* ¶ 5.

5 17. The Supreme Court has interpreted the phrase “principal place of business”
6 in 28 U.S.C. § 1332(c)(1) and (d)(2)(A) to mean “the place where a corporation’s
7 officers direct, control, and coordinate the corporation’s activities,” i.e., its “nerve
8 center,” which “should normally be the place where the corporation maintains its
9 headquarters—provided that the headquarters is the actual center of direction, control,
10 and coordination[.]” *Hertz Corp. v. Friend*, 559 U.S. 77, 92–93 (2010). These entities’
11 headquarters, which are located in Washington, constitute their “nerve center[s]” under
12 the test adopted in *Hertz* because their high-level officers oversee each corporation’s
13 activities from that state. *See* Blas Decl., Ex. G, Brown Decl. ¶ 6. As such, Amazon
14 Retail LLC is a citizen of Delaware and Washington. *See* 28 U.S.C. § 1332(c)(1);
15 *Johnson*, 437 F.3d at 899.

16 18. Accordingly, Plaintiff and Amazon Retail are citizens of different states
17 and CAFA’s minimal diversity requirement is met. 28 U.S.C. § 1332(d)(2)(A).

18 **C. The Amount in Controversy Exceeds \$5 Million**

19 19. CAFA requires that the amount in controversy in a class action exceed
20 \$5 million, exclusive of interests and costs. 28 U.S.C. § 1332(d)(2). In calculating the
21 amount in controversy, a court must aggregate the claims of all individual class
22 members. 28 U.S.C. § 1332(d)(6).

23 20. “[A] defendant’s notice of removal need include only a plausible allegation
24 that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee*,
25 574 U.S. at 89. To satisfy this burden, a defendant may rely on a “chain of reasoning”
26 that is based on “reasonable” “assumptions.” *LaCross v. Knight Transp. Inc.*, 775 F.3d
27 1200, 1201 (9th Cir. 2015). “An assumption may be reasonable if it is founded on the
28 allegations of the complaint.” *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 925

1 (9th Cir. 2019); *see also Salter v. Quality Carriers, Inc.*, 974 F.3d 959, 964 (9th Cir.
2 2020) (“[I]n *Arias* we held that a removing defendant’s notice of removal need not
3 contain evidentiary submissions but only plausible allegations of jurisdictional
4 elements.” (internal quotation marks and citations omitted)). That is because “[t]he
5 amount in controversy is simply an estimate of the total amount in dispute, not a
6 prospective assessment of defendant’s liability.” *Lewis v. Verizon Commc’ns, Inc.*, 627
7 F.3d 395, 400 (9th Cir. 2010). “[W]hen a defendant seeks federal-court adjudication,
8 the defendant’s amount-in-controversy allegation should be accepted when not
9 contested by the plaintiff or questioned by the court.” *Dart Cherokee*, 574 U.S. at 87.
10 Importantly, plaintiffs seeking to represent a putative class cannot “bind the absent
11 class” through statements aimed to limit their recovery in an effort to “avoid removal to
12 federal court.” *Std. Fire Ins. Co. v. Knowles*, 568 U.S. 588, 595–96 (2013).

13 21. Moreover, in assessing whether the amount in controversy requirement has
14 been satisfied, “a court must ‘assume that the allegations of the complaint are true and
15 assume that a jury will return a verdict for the plaintiff on all claims made in the
16 complaint.’” *Campbell v. Vitran Exp., Inc.*, 471 F. App’x 646, 648 (9th Cir. 2012)
17 (quoting *Kenneth Rothschild Tr. v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993,
18 1001 (C.D. Cal. 2002)). In other words, the focus of the Court’s inquiry must be on
19 “what amount is put ‘in controversy’ by the plaintiff’s complaint, not what a defendant
20 will *actually* owe.” *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D.
21 Cal. 2008) (citing *Rippee v. Bos. Mkt. Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005)).

22 22. Although Amazon Retail denies that Plaintiff’s claim has any merit, for the
23 purposes of meeting the jurisdictional requirements for removal *only*, if Plaintiff were
24 to prevail on the claim and allegations in his Complaint on behalf of the putative class,
25 the requested monetary recovery would exceed \$5 million.

1 **1. Plaintiff’s Claim for Alleged Violation of Labor Code Section 226**
2 **Places More Than \$5.5 Million in Controversy**

3 23. “[W]hen a notice of removal plausibly alleges a basis for federal court
4 jurisdiction, a district court may not remand the case back to state court without first
5 giving the defendant an opportunity to show by a preponderance of the evidence that the
6 jurisdictional requirements are satisfied.” *Arias*, 936 F.3d at 924. For present purposes,
7 it is sufficient to note that Plaintiff’s claim pursuant to Labor Code section 226 places
8 more than \$5.5 million in controversy. Amazon Retail reserves the right to present
9 evidence establishing with further detail and precision the amount placed in controversy
10 should Plaintiff challenge whether the jurisdictional amount-in-controversy threshold is
11 satisfied. *See Dart Cherokee*, 574 U.S. at 87–89; *see also Salter*, 974 F.3d at 964
12 (holding that only a “factual attack” that “contests the truth of the plaintiff’s factual
13 allegations, usually by introducing evidence outside the pleadings” requires the
14 removing defendant to “support her jurisdictional allegations with competent proof,”
15 internal quotation marks and citations omitted).

16 24. Plaintiff alleges that Amazon Retail’s wage statements “did not identify the
17 applicable pay rate and number of hours worked for ‘Retro Shift Pay’ . . . [and, instead]
18 only identified the amount paid” in violation of Labor Code section 226, and seeks
19 penalties under that statute. Blas Decl., Ex. B, Compl. ¶¶ 30–31.

20 25. Under section 226(e)(1), an employee suffering injury as a result of an
21 intentional failure to comply with section 226(a) is entitled to “recover the greater of all
22 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
23 and one hundred dollars (\$100) per employee for each violation in a subsequent pay
24 period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
25 entitled to an award of costs and reasonable attorney’s fees.” Cal. Lab. Code
26 § 226(e)(1).

27 26. Amazon Retail denies that any such penalties are owed to Plaintiff or
28 putative class members. However, for purposes of this jurisdictional analysis *only*,

1 Amazon Retail relies on Plaintiff’s allegations that the penalties are owed. Plaintiff
 2 alleges that wage statements issued to Plaintiff and class members “did not identify the
 3 applicable pay rate and number of hours worked for ‘Retro Shift Pay.’” Blas Decl. Ex.
 4 B, Compl. ¶ 30. Based on this allegation, it is reasonable to assume, for the purposes of
 5 this jurisdictional analysis *only*, that all class members received wage statements that
 6 did not identify the applicable pay rate and number of hours worked for each pay period
 7 they received “Retro Shift Pay.”

8 27. Amazon Retail’s practice during the one-year period prior to the filing of
 9 the Complaint has been to issue paychecks to employees on a weekly or biweekly basis
 10 (every week or every other week).¹ As such, a pay period includes either one or two
 11 weeks. Strickland Decl. ¶ 4.

12 28. During the one-year period prior to the filing of the Complaint, Amazon
 13 Retail employed at least 4,783 non-exempt employees in California who received “Retro
 14 Shift Pay.” *Id.* ¶ 5. Over a forty-week period (September 2020 to June 2021), the
 15 payment for “Retro Shift Pay” appeared on a total of 58,174 wage statements (on a
 16 weekly and/or biweekly basis). *Id.* ¶ 6. Based on Plaintiff’s allegations, the amount in
 17 controversy with respect to Plaintiff’s claim is approximately **\$5,578,250**, calculated as
 18 follows:

19 Penalty for initial pay period for each employee (4,783 initial pay periods x \$50):	\$239,150
20 Penalty for each subsequent pay period for each employee (53,391 subsequent pay periods (58,174 – 4,783) x \$100):	\$5,339,100
21 22 Amount in controversy for section 226 claim, based on 23 Plaintiff’s allegations:	\$5,578,250

24 29. Thus, without making any assumptions as to the scope of the putative class,
 25 the amount in controversy alleged by Plaintiff on his section 226 claim is more than \$5.5
 26 million and does not even include any wage statements issued to Amazon Retail
 27 employees after June 2021, which would further increase the amount in controversy.

28 ¹ The statute of limitations for this claim is one year. Cal. Code Civ. Proc. § 340(a).

1 **2. Plaintiff’s Request for Attorneys’ Fees Places an Additional \$1.39**
2 **Million in Controversy**

3 30. Plaintiff also explicitly seeks attorneys’ fees should he recover for his claim
4 in this action. *See* Blas Decl., Ex. B, Compl. ¶ 31, Prayer for Relief. Prospective
5 attorneys’ fees are properly included in the amount in controversy for purposes of
6 evaluating CAFA jurisdiction. *See Arias*, 936 F.3d at 922 (“[W]hen a statute or contract
7 provides for the recovery of attorneys’ fees, prospective attorneys’ fees must be included
8 in the assessment of the amount in controversy.”). Under the Ninth Circuit’s well-
9 established precedent, 25% of the common fund is generally used as a benchmark for an
10 award of attorneys’ fees. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir.
11 1998); *Barcia v. Contain-A-Way, Inc.*, 2009 WL 587844, at *5 (S.D. Cal. Mar. 6, 2009)
12 (“In wage and hour cases, ‘[t]wenty-five percent is considered a benchmark for
13 attorneys’ fees in common fund cases.’”).

14 31. Here, Amazon Retail has established that the total amount in controversy
15 is at least **\$5.5 million**, and Plaintiff has not indicated that he will seek less than 25% of
16 a common fund in attorneys’ fees. *See* Blas Decl., Ex. B, Compl. ¶ 31 (seeking
17 attorneys’ fees). Although Amazon Retail has shown that the amount in controversy
18 absent attorneys’ fees surpasses the jurisdictional threshold, this Court should
19 nevertheless include the potential attorneys’ fees award in evaluating jurisdiction. *Arias*,
20 936 F.3d at 922. Indeed, Plaintiff’s counsel has previously settled similar class actions
21 in California in which he received in *excess* of 25% in attorneys’ fees as a part of a
22 settlement. *See, e.g., Brown v. CVS Pharmacy, Inc.*, 2017 WL 3494297, at *1 (C.D. Cal.
23 April 24, 2017) (granting plaintiff’s firm’s motion for attorneys’ fees of 30% of gross
24 settlement amount); *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.*, 2020 WL
25 1492672, at *8 (E.D. Cal. Mar. 27, 2020) (granting plaintiff’s firm’s motion for
26 attorney’s fees of 33% of common fund award). Amazon Retail denies that any such
27 attorneys’ fees are owed to counsel for Plaintiff or putative class members. However,
28

1 for purposes of this jurisdictional analysis *only*, Amazon Retail relies on Plaintiff's
2 allegations that the attorneys' fees are owed.

3 32. Using a conservative 25% benchmark figure for attorneys' fees for
4 Plaintiff's allegations regarding waiting time penalties and alleged Labor Code section
5 226 violations results in estimated attorneys' fees of approximately **\$1.39 million**,
6 calculated as follows:

7 Conservative Estimate of Amount in Controversy from Section 226 Claim:	\$5,578,250
8 Attorneys' Fees Benchmark:	25%
9 Attorneys' Fees:	\$1,394,562

10
11 **3. Plaintiff's Claim, Including Attorneys' Fees, Places Nearly \$7 Million**
12 **in Controversy**

13 33. In summary, Plaintiff's allegations regarding failure to provide accurate
14 itemized wage statements place more than \$5.5 million in controversy, and attorneys'
15 fees on this claim would place an additional \$1.39 million in controversy for a total of
16 \$6,972,812.

17 34. Plaintiff's allegations therefore place more than the requisite \$5 million in
18 controversy. The jurisdictional amount-in-controversy requirement is met, and removal
19 to this Court is proper under CAFA.

20 **III. THIS COURT HAS JURISDICTION AND REMOVAL IS PROPER**

21 35. Based on the foregoing facts and allegations, this Court has original
22 jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because:

- 23 a) This is a civil action which is a class action within the meaning of
24 § 1332(d)(1)(B);
25 b) The action involves a putative class of at least 100 persons as required
26 by § 1332(d)(5)(B);
27 c) The amount in controversy exceeds \$5 million, exclusive of interest
28 and costs, as required by § 1332(d)(2); and

1 d) At least one member of the putative class is a citizen of a state different
2 from that of any defendant as required by § 1332(d)(2)(A).

3 Accordingly, this action is properly removable under 28 U.S.C. §§ 1441, 1446, and
4 1453.

5 36. The United States District Court for the Central District of California is the
6 federal judicial district in which the Orange County Superior Court sits. This action was
7 originally filed in the Orange County Superior Court, rendering venue in this federal
8 judicial district proper. 28 U.S.C. § 84(c); *see also* 28 U.S.C. § 1441(a).

9 37. True and correct copies of the (a) Docket Sheet, (b) Class Action
10 Complaint, (c) Summons, (d) Civil Case Cover Sheet, (e) Receipt of Plaintiff's Payment
11 of Complex Case Fee, and (f) Proof of Service of Summons are attached as Exhibits A–
12 F to the Declaration of Lauren Blas filed concurrently here. These filings constitute the
13 complete set of all records and proceedings in the state court.

14 38. Upon filing the Notice of Removal, Amazon Retail will furnish written
15 notice to Plaintiff's counsel, and will file and serve a copy of this Notice with the Clerk
16 of the Orange County Superior Court, pursuant to 28 U.S.C. § 1446(d).

17
18 Dated: July 28, 2021

19 LAUREN M. BLAS
20 MELANIE SAVA
21 KATIE M. MAGALLANES
22 JESSICA M. PEARIGEN
23 GIBSON, DUNN & CRUTCHER LLP

24 By: /s/ Lauren M. Blas
Lauren M. Blas

25 Attorneys for Defendant
26 AMAZON RETAIL LLC
27
28

1 LAUREN M. BLAS, SBN 296823
lblas@gibsondunn.com
2 MELANIE SAVA, SBN 333431
msava@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
4 Los Angeles, CA 90071-3197
Telephone: 213.229.7000
5 Facsimile: 213.229.7520

6 KATIE M. MAGALLANES, SBN 300277
kmagallanes@gibsondunn.com
7 JESSICA M. PEARIGEN, SBN 317286
jpearigen@gibsondunn.com
8 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
9 Irvine, CA 92612-4412
Telephone: 949.451.3800
10 Facsimile: 949.451.4220

11 Attorneys for Defendant
12 AMAZON RETAIL LLC

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 SOUTHERN DIVISION

16 MATTHEW CUOZZO, as an individual
17 and on behalf of all others similarly
18 situated,

19 Plaintiff,

20 v.

21 AMAZON RETAIL LLC, a Delaware
limited liability company; and DOES 1
22 through 50, inclusive,

23 Defendants.

CASE NO. 8:21-CV-01271

**DECLARATION OF VERONICA
STRICKLAND IN SUPPORT OF
AMAZON RETAIL LLC'S NOTICE
OF REMOVAL OF CLASS ACTION**

(Orange County Superior Court Case No.
30-2021-01206226-CU-OE-CXC)

Action Filed: June 16, 2021

DECLARATION OF VERONICA STRICKLAND

I, Veronica Strickland, declare as follows:

1. I am over the age of 18, and am competent to attest to the facts set forth herein. Unless otherwise stated, the following facts are within my personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

2. I am currently employed by Amazon Retail LLC (“Amazon Retail”) as a Human Resources Business Partner for Amazon Physical Stores. In this role, I am responsible for, among other things, providing general human resources support to Amazon Retail associates at all job levels at Amazon Retail’s physical stores in California. I have been employed by Amazon Retail since May 22, 2017. In my position as Human Resources Business Partner, I have access to the business records and data discussed in this Declaration.

3. According to employment records in Plaintiff’s personnel file, Plaintiff resided in California while he was employed by Amazon Retail.


4. Amazon’s practice during the period of June 16, 2020 to June 16, 2021 has been to issue paychecks to employees on either (i) a weekly (every week) or (ii) a bi-weekly basis (every second week). As such, a pay period may include one or two weeks.

5. According to Amazon Retail’s records, there were at least 4,783 non-exempt individuals employed by Amazon Retail LLC in California between June 16, 2020 and June 16, 2021 who received at least one wage statement containing “Retro Shift Pay.”

6. Over a forty-week period (September 2020 to June 2021), the payment for “Retro Shift Pay” appeared on a total of 58,174 wage statements (on a weekly and/or biweekly basis).

1 I declare under penalty of perjury pursuant to the laws of the United States of
2 America and the State of California that the foregoing is true and correct.

3 Executed at Eastvale, California, on this 26th day of July of 2021.

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5 Veronica Strickland 
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7 Veronica Strickland
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1 LAUREN M. BLAS, SBN 296823
lblas@gibsondunn.com
2 MELANIE SAVA, SBN 333431
msava@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
4 Los Angeles, CA 90071-3197
Telephone: 213.229.7000
5 Facsimile: 213.229.7520

6 KATIE M. MAGALLANES, SBN 300277
kmagallanes@gibsondunn.com
7 JESSICA M. PEARIGEN, SBN 317286
jpearigen@gibsondunn.com
8 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
9 Irvine, CA 92612-4412
Telephone: 949.451.3800
10 Facsimile: 949.451.4220

11 Attorneys for Defendant
12 AMAZON RETAIL LLC

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 SOUTHERN DIVISION

16 MATTHEW CUOZZO, as an individual
and on behalf of all others similarly
17 situated,

18 Plaintiff,

19 v.

20 AMAZON RETAIL LLC, a Delaware
limited liability company; and DOES 1
21 through 50, inclusive,

22 Defendants.
23
24
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27
28

CASE NO. 8:21-CV-01271

**DECLARATION OF LAUREN M.
BLAS IN SUPPORT OF AMAZON
RETAIL LLC'S NOTICE OF
REMOVAL OF CLASS ACTION**

(Orange County Superior Court Case
No. 30-2021-01206226-CU-OE-CXC)

Action Filed: June 16, 2021

1 I, Lauren M. Blas, hereby declare and state:

2 1. I am an attorney duly licensed to practice law before all the courts of the
3 State of California as well as the United States District Court for the Central District of
4 California. I am a partner in the law firm of Gibson, Dunn & Crutcher LLP, and am one
5 of the attorneys representing Defendant Amazon Retail LLC in the above-entitled action.
6 Unless otherwise stated, I have personal knowledge of the matters stated here, and if
7 asked to testify to them, I would do so competently.

8 2. Attached hereto as **Exhibit A** is a true and correct copy of the Superior
9 Court of California, County of Orange Docket Sheet for *Cuozzo v. Amazon Retail LLC*,
10 Case No. 30-2021-01206226, as accessed on July 28, 2021.

11 3. Attached hereto as **Exhibit B** is a true and correct copy of the Class Action
12 Complaint filed on June 16, 2021 in *Cuozzo v. Amazon Retail LLC*, Case No. 30-2021-
13 01206226, in the Superior Court of California, County of Orange.

14 4. Attached hereto as **Exhibit C** is a true and correct copy of the Summons
15 issued on June 16, 2021 in *Cuozzo v. Amazon Retail LLC*, Case No. 30-2021-01206226,
16 in the Superior Court of California, County of Orange.

17 5. Attached hereto as **Exhibit D** is a true and correct copy of the Civil Case
18 Cover Sheet filed on June 16, 2021 in *Cuozzo v. Amazon Retail LLC*, Case No. 30-2021-
19 01206226, in the Superior Court of California, County of Orange.

20 6. Attached hereto as **Exhibit E** is a true and correct copy of the Receipt of
21 Plaintiff's Payment of Complex Case Fee issued on June 18, 2021 in *Cuozzo v. Amazon*
22 *Retail LLC*, Case No. 30-2021-01206226, in the Superior Court of California, County
23 of Orange.

24 7. Attached hereto as **Exhibit F** is a true and correct copy of the Proof of
25 Service of Summons filed on July 14, 2021 in *Cuozzo v. Amazon Retail LLC*, Case
26 No. 30-2021-01206226, in the Superior Court of California, County of Orange.

EXHIBIT A

7/23/2021

Civil Case Access - Print Case Information

Case Summary:

Case Id:	30-2021-01206226-CU-OE-CXC
Case Title:	MATTHEW CUOZZO VS. AMAZON RETAIL LLC
Case Type:	OTHER EMPLOYMENT
Filing Date:	06/16/2021
Category:	CIVIL - UNLIMITED

Register Of Actions:

ROA	Docket	Filing Date	Filing Party	Document	Select
1	E-FILING TRANSACTION 1859992 RECEIVED ON 06/16/2021 04:47:08 PM.	06/18/2021		NV	
2	COMPLAINT FILED BY CUOZZO, MATTHEW ON 06/16/2021	06/16/2021		8 pages	<input type="checkbox"/>
3	CIVIL CASE COVER SHEET FILED BY CUOZZO, MATTHEW ON 06/16/2021	06/16/2021		2 pages	<input type="checkbox"/>
4	SUMMONS ISSUED AND FILED FILED BY CUOZZO, MATTHEW ON 06/16/2021	06/16/2021		1 pages	<input type="checkbox"/>
5	PAYMENT RECEIVED BY ONELEGAL FOR 194 - COMPLAINT OR OTHER 1ST PAPER, 34 - COMPLEX CASE FEE - PLAINTIFF IN THE AMOUNT OF 1,435.00, TRANSACTION NUMBER 12901915 AND RECEIPT NUMBER 12729714.	06/18/2021		1 pages	<input type="checkbox"/>
6	CASE ASSIGNED TO JUDICIAL OFFICER WILSON, PETER ON 06/16/2021.	06/16/2021		NV	
7	E-FILING TRANSACTION 31038743 RECEIVED ON 07/14/2021 04:28:29 PM.	07/14/2021		NV	
8	PROOF OF SERVICE OF SUMMONS FILED BY CUOZZO, MATTHEW ON 07/14/2021	07/14/2021		2 pages	<input type="checkbox"/>

Participants:

Name	Type	Assoc	Start Date	End Date
AMAZON RETAIL LLC	DEFENDANT		06/18/2021	
MATTHEW CUOZZO	PLAINTIFF		06/18/2021	
DIVERSITY LAW GROUP	ATTORNEY		06/18/2021	

Hearings:

Description	Date	Time	Department	Judge
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Print this page

EXHIBIT B

Electronically Filed by Superior Court of California, County of Orange, 06/16/2021 04:47:08 PM.
30-2021-01206226-CU-OE-CXC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By Georgina Ramirez, Deputy Clerk.

1 Larry W. Lee (State Bar No. 228175)
2 Max W. Gavron (State Bar No. 291697)
3 **DIVERSITY LAW GROUP, P.C.**
4 515 S. Figueroa Street, Suite 1250
5 Los Angeles, CA 90071
6 (213) 488-6555
7 (213) 488-6554 facsimile

8 William L. Marder (State Bar No. 170131)
9 **Polaris Law Group**
10 501 San Benito Street, Suite 200
11 Hollister, CA 95023
12 Tel: (831) 531-4214
13 Fax: (831) 634-0333

Assigned for all Purposes
Judge Peter Wilson
CX-102

14 Attorneys for Plaintiff and the Class

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF ORANGE**

17 MATTHEW CUOZZO, as an individual
18 and on behalf of all others similarly situated,

19 Plaintiffs,

20 vs.

21 AMAZON RETAIL LLC, a Delaware
22 limited liability company; and DOES 1
23 through 50, inclusive,

24 Defendants.

Case No.: 30-2021-01206226-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

**(1) VIOLATION OF LABOR CODE
§ 226(a)**

DEMAND OVER \$25,000.00

1 Plaintiff Matthew Cuzzo (“Plaintiff”) hereby submits this Class Action Complaint
2 (“Complaint”) against Defendant Amazon Retail LLC and Does 1 through 50 (hereinafter
3 collectively referred to as “Defendants”) on behalf of himself and all other similarly situated
4 current and former employees of Defendants, for penalties for failure to provide accurate
5 itemized wage statements under the California Labor Code as follows:

6 **INTRODUCTION**

7 1. This class action is within the Court’s jurisdiction under California Labor Code
8 § 226 and the applicable Wage Orders of the California Industrial Welfare Commission
9 (“IWC”).

10 2. This complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to provide complete and accurate wage
15 statements to Plaintiff and Class Members.

16 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 have engaged in, among other things a system of willful violations of the California Labor Code
18 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
19 customs that knowingly deny its employees the above stated rights and benefits.

20 **JURISDICTION AND VENUE**

21 5. The Court has jurisdiction over the violations of the California Labor Code § 226.

22 6. Venue is proper because Defendants do business in Orange County, and Plaintiff
23 worked for Defendants in Orange County.

24 **PARTIES**

25 7. Plaintiff began working for Defendants as a non-exempt employee in about
26 October 2020. Plaintiff is employed as an Outbound Operations Zone Lead.

27 8. Plaintiff was and is the victim of the policies, practices, and customs of
28 Defendants complained of in this action in ways that have deprived him of the rights guaranteed

1 by California Labor Code § 226.

2 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant
3 Amazon Retail LLC was and is a Delaware limited liability company doing business in the State
4 of California and is engaged in retail sales.

5 10. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned Does 1 through 50, are and were corporations, business entities, individuals, and
7 partnerships, licensed to do business and actually doing business in the State of California. As
8 such, and based upon all the facts and circumstances incident to Defendants' business,
9 Defendants are subject to California Labor Code § 226.

10 11. Plaintiff does not know the true names or capacities, whether individual, partner
11 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
12 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
13 complaint when the true names and capacities are known. Plaintiff is informed and believes and
14 based thereon alleges that each of said fictitious defendants were responsible in some way for the
15 matters alleged herein and proximately caused Plaintiff and members of the general public and
16 class to be subject to the illegal employment practices, wrongs, and injuries complained of
17 herein.

18 12. At all times herein mentioned, each of said defendants participated in the doing of
19 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants and employees of each of the other
21 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
22 acting within the course and scope of said agency and employment.

23 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
24 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
25 joint venturer of, or working in concert with each of the other co-Defendants and was acting
26 within the course and scope of such agency, employment, joint venture, or concerted activity.
27 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
28 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting

1 Defendants.

2 14. At all times herein mentioned, Defendants, and each of them, were members of,
3 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
4 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

5 15. At all times herein mentioned, the acts and omissions of various Defendants, and
6 each of them, concurred and contributed to the various acts and omissions of each and all of the
7 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
8 herein mentioned, Defendants, and each of them, ratified each and every act or omission
9 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
10 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
11 damages as herein alleged.

12 **CLASS ACTION ALLEGATIONS**

13 16. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
14 California Code of Civil Procedure § 382. Plaintiff proposes the following class: all current and
15 former non-exempt employees of Defendants in the State of California who were paid “Retro
16 Shift Pay” wages at any time from June 16, 2020, to the present (the “Class”).

17 17. **Numerosity and Ascertainability:** The members of the Class are so numerous
18 that joinder of all members would be impractical, if not impossible. The identities of the
19 members of the Class are readily ascertainable by review of Defendants’ records, including
20 payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendant
21 failed to provide accurate itemized wage statements to employees in violation of Labor Code §
22 226(a).

23 18. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
24 necessary steps to represent fairly and adequately the interests of the Class defined above.
25 Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and
26 the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class
27 actions in the past and currently have a number of wage-and-hour class actions pending in
28 California state and federal courts.

1 19. Defendants uniformly administered a corporate policy and practice of failing to
2 provide accurate itemized wage statements to Plaintiff and the Class in violation of Labor Code §
3 226(a) by failing to identify all applicable rates of pay and number of hours worked on wage
4 statements issued to Plaintiff and Class members.

5 20. **Common Question of Law and Fact:** There are predominant common questions
6 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
7 concerning Defendants' policy and practice of failing to provide accurate itemized wage
8 statements that identified all applicable rates of pay and number of hours worked on wage
9 statements, in violation of Labor Code § 226(a).

10 21. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
11 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
12 as the Class Members. As with other employees of Defendants in California, Plaintiff was not
13 provided proper and accurate itemized wage statements. Specifically, during Plaintiff's
14 employment with Defendants, the wage statements issued to Plaintiff failed to identify the
15 applicable rate of pay and number of hours worked whenever "Retro Shift Pay" wages were
16 paid, in violation of Labor Code § 226(a)(9). Rather, the wage statements only identified the
17 amount paid. Plaintiff was unable to determine how the amount was calculated and whether it
18 was correct. Therefore, Plaintiff is a member of the Class and has suffered the alleged violations
19 of California Labor Code § 226(a).

20 22. The California Labor Code upon which Plaintiff bases these claims are broadly
21 remedial in nature. These laws and labor standards serve an important public interest in
22 establishing minimum working conditions and standards in California. These laws and labor
23 standards protect the average working employee from exploitation by employers who may seek
24 to take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment.

26 23. The nature of this action and the format of laws available to Plaintiff and
27 members of the Class identified herein make the class action format a particularly efficient and
28 appropriate procedure to redress the wrongs alleged herein. If each employee were required to

1 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
2 advantage since it would be able to exploit and overwhelm the limited resources of each
3 individual plaintiff with their vastly superior financial and legal resources. Requiring each class
4 member to pursue and individual remedy would also discourage the assertion of lawful claims by
5 employees who would be disinclined to file an action against their former and/or current
6 employer for real and justifiable fear of retaliation and permanent damage to their careers at
7 subsequent employment.

8 24. The prosecution of separate actions by the individual class members, even if
9 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
10 to individual class members against the Defendants and which would establish potentially
11 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
12 individual class members which would, as a practical matter, be dispositive of the interest of the
13 other class members not parties to the adjudications or which would substantially impair or
14 impede the ability of the class members to protect their interests. Further, the claims of the
15 individual members of the class are not sufficiently large to warrant vigorous individual
16 prosecution considering all of the concomitant costs and expenses.

17 25. Such a pattern, practice, and uniform administration of corporate policy regarding
18 illegal employee compensation described herein is unlawful and creates an entitlement to
19 recovery by Plaintiff and the Class identified herein, in a civil action, for applicable penalties,
20 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code
21 § 226, and Code of Civil Procedure § 1021.5.

22 26. Proof of a common business practice or factual pattern, which the named Plaintiff
23 experienced and is a representative of, will establish the right of each of the members of the
24 Plaintiff class to recovery on the causes of action alleged herein.

25 27. The Plaintiff class is commonly entitled to a specific fund with respect to the
26 compensation illegally and unfairly retained by Defendants. The Plaintiff class is commonly
27 entitled to restitution of those funds being improperly withheld by Defendants. This action is
28 brought for the benefit of the entire Class and will result in the creation of a common fund.

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 226(a)**

3 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

4 28. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 29. California Labor Code § 226(a) places an affirmative obligation on employers to
7 provide accurate itemized wage statements. Defendant, as a matter of policy and practice, did
8 not provide complete and accurate wage statements to Plaintiff and the Class, in violation of
9 Labor Code § 226(a).

10 30. Labor Code § 226(a)(6) requires Defendants to list on wage statements “all
11 applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate by the employee.” Here, Defendants are in direct violation of Labor
13 Code § 226(a)(9) as the wage statements issued to Plaintiff and Class members did not identify
14 the applicable pay rate and number of hours worked for “Retro Shift Pay.” Instead, the wage
15 statements only identified the amount paid. Plaintiff was unable to determine how the amount
16 was calculated and whether it was correct and thus suffered injury.

17 31. Such a pattern, practice and uniform administration of corporate policy as
18 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class
19 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
20 including interest thereon, attorneys’ fees, and costs of suit according to the mandate of
21 California Labor Code § 226.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
24 this suit is brought against Defendants, jointly and severally, as follows:

- 25 1. For an order certifying the proposed Class;
- 26 2. For an order appointing Plaintiff as the representative of the Class as described
27 herein;
- 28 3. For an order appointing Counsel for Plaintiff as Class Counsel;

- 1 4. Upon the First Cause of Action, for penalties pursuant to California Labor Code
2 § 226, and for costs and attorneys' fees;
3 5. On all causes of action for attorneys' fees and costs as provided by California
4 Labor Code § 226 and Code of Civil Procedure § 1021.5; and
5 6. For such other and further relief that the Court may deem just and proper.
6

7 DATED: June 16, 2021

DIVERSITY LAW GROUP, P.C.

8
9 By:  _____

Larry W. Lee

Max W. Gavron

Attorneys for Plaintiff and the Class
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EXHIBIT C

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

AMAZON RETAIL LLC, a Delaware limited liability company; and
DOES 1 through 50, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MATTHEW CUOZZO, as an individual and on behalf of all others
similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of Orange
751 W. Santa Ana Blvd., Santa Ana, CA 92701

CASE NUMBER:
(Número del Caso)

30-2021-01206226-CU-OE-CXC

Judge Peter Wilson

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Larry W. Lee (SBN 228175); Max Gavron (SBN 291697)/Diversity Law Group, 515 S. Figueroa St. #1250, LA, CA 90071, 213-488-6555
William L. Marder (SBN 170131)/Polaris Law Group, 501 San Benito St. # 200, Hollister, CA 95023 (831) 531-4214

DATE: 06/16/2021
(Fecha)

DAVID H. YAMASAKI, Clerk of the Court

Clerk, (Secr)

Georgina Ramirez

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (formulario POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):



EXHIBIT D

Electronically Filed by Superior Court of California, County of Orange, 06/16/2021 04:47:08 PM.
 30-2021-01206226-CU-OE-CXC - ROA # 3 - DAVID H. YAMASAKI, Clerk of the Court By Georgina Ramirez, Deputy CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Larry W. Lee (SBN 228175) / Max W. Gavron (SBN 291697) DIVERSITY LAW GROUP 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 TELEPHONE NO.: (213) 488-6555 FAX NO.: (213) 488-6554 ATTORNEY FOR (Name): Plaintiff Matthew Cuzzo	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Civil Complex Center	
CASE NAME: Matthew Cuzzo v. Amazon Retail LLC	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: 30-2021-01206226-CU-OE-CXC JUDGE: Judge Peter Wilson DEPT: CX-102

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **One (1)**
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 16, 2021
 Max W. Gavron _____
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

EXHIBIT E



SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

Superior Court of California, County of Orange

751 W. Santa Ana Blvd
 Santa Ana, CA 92701

PAYMENT RECEIPT

E-Filing Transaction #: 1859992

Receipt #: 12729714

Clerk ID: gramirez

Transaction No: 12901915

Transaction Date: 06/18/2021

Transaction Time: 09:16:50 AM

Case Number	Fee Type	Qty	Fee Amount\$	Balance Due	Amount Paid	Remaining Balance	
30-2021-01206226-CU-OE-CXC	194 - Complaint or other 1st paper	1	\$435.00	\$435.00	\$435.00	\$0.00	
30-2021-01206226-CU-OE-CXC	34 - Complex Case Fee - Plaintiff	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	
					Sales Tax:	\$0.00	
					Total:	\$1,435.00	Total Rem. Bal:

E-Filing : - OneLegal

E-Filing: \$1,435.00

Total Amount Tendered: \$1,435.00

Change Due: **\$0.00**

Balance: **\$0.00**

A \$45 fee may be charged for each returned check, electronic funds transfer or credit card payment.

COPY

EXHIBIT E

PLAINTIFF/PETITIONER: MATTHEW CUOZZO, etc.	CASE NUMBER
DEFENDANT/RESPONDENT: AMAZON RETAIL LLC, etc.	30-2021-01206226-CU-OE-CXC

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (*specify means of service and authorizing code section*):

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*):
- c. as occupant.
- d. On behalf of (*specify*): **AMAZON RETAIL LLC, a Delaware limited liability company** under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input checked="" type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name: **Rodmark Tay, Ace Attorney Service, Inc.**
- b. Address: **901 F Street, Suite 150, Sacramento, California 95814**
- c. Telephone number: **(916) 447-4000**
- d. The fee for service was: **\$ 67.99**
- e. I am:

- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.:
- (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: July 2, 2021

RODMARK TAY
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

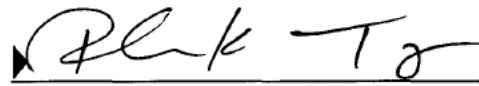

(SIGNATURE)

EXHIBIT G

1 LAUREN M. BLAS, SBN 296823
 2 lblas@gibsondunn.com
 3 GIBSON, DUNN & CRUTCHER LLP
 4 333 South Grand Avenue
 5 Los Angeles, CA 90071-3197
 6 Telephone: 213.229.7000
 7 Facsimile: 213.229.7520

8 KATIE M. MAGALLANES, SBN 300277
 9 kmagallanes@gibsondunn.com
 10 GIBSON, DUNN & CRUTCHER LLP
 11 3161 Michelson Drive
 12 Irvine, CA 92612-4412
 13 Telephone: 949.451.3800
 14 Facsimile: 949.451.4220

15 Attorneys for Defendant
 16 AMAZON RETAIL LLC

17 UNITED STATES DISTRICT COURT
 18 CENTRAL DISTRICT OF CALIFORNIA
 19 WESTERN DIVISION

20 HOLLY SCHNEIDER, on behalf of
 21 herself and others similarly situated,

22 Plaintiff,

23 v.

24 AMAZON RETAIL LLC; and DOES 1
 25 to 100, inclusive,

26 Defendants.

27 CASE NO. 2:21-cv-05174

28 **DECLARATION OF ZANE
 BROWN IN SUPPORT OF
 AMAZON RETAIL LLC'S NOTICE
 OF REMOVAL OF CLASS ACTION**

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DECLARATION OF ZANE BROWN

I, Zane Brown, declare as follows:

1. I am a Vice President and Associate General Counsel of Amazon Corporate, LLC. I am competent to testify and make this declaration based on my personal knowledge of the facts set forth in this Declaration or know them in my capacity as an employee based on corporate records that Amazon Retail LLC maintains in the regular course of its business. I make this declaration in support of Amazon Retail LLC’s Notice of Removal of Class Action.

2. According to business records available to me, Amazon Retail LLC is a limited liability company organized under the laws of Delaware.

3. Amazon Retail LLC’s only member is Amazon Retail US Holdings LLC, whose only member is Walnut Sub Enterprises LLC, whose only member is Amazon.com Services LLC, whose only member is Amazon.com Sales, Inc., which is wholly owned by Amazon.com, Inc.

4. Amazon Retail US Holdings LLC, Walnut Sub Enterprises LLC, and Amazon.com Services LLC are each organized under the laws of Delaware with their principal places of business located in Seattle, Washington.

5. Amazon.com Sales, Inc. and Amazon.com, Inc. are each incorporated in Delaware and have their principal places of business in Seattle, Washington.

6. The Washington headquarters are staffed by the corporate officers and executives of these entities, who are responsible for overseeing Amazon Retail LLC’s activities.

I declare under penalty of perjury pursuant to the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed at Seattle, Washington, on this 24th day of June of 2021.

DocuSigned by:
Zane Brown
DBF214FDD377434...

Zane Brown

1 LAUREN M. BLAS, SBN 296823
lblas@gibsondunn.com
2 MELANIE SAVA, SBN 333431
msava@gibsondunn.com
3 GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
4 Los Angeles, CA 90071-3197
Telephone: 213.229.7000
5 Facsimile: 213.229.7520

6 KATIE M. MAGALLANES, SBN 300277
kmagallanes@gibsondunn.com
7 JESSICA M. PEARIGEN, SBN 317286
jpearigen@gibsondunn.com
8 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
9 Irvine, CA 92612-4412
Telephone: 949.451.3800
10 Facsimile: 949.451.4220

11 Attorneys for Defendant
12 AMAZON RETAIL LLC

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 SOUTHERN DIVISION

16 MATTHEW CUOZZO, as an individual
and on behalf of all others similarly
17 situated,

18 Plaintiff,

19 v.

20 AMAZON RETAIL LLC, a Delaware
limited liability company; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO. 8:21-CV-01271

PROOF OF SERVICE

PROOF OF SERVICE

I, Arlene R. Thompson, declare as follows:

I am employed in the County of Orange, State of California, I am over the age of eighteen years and am not a party to this action; my business address is 3161 Michelson Drive, Irvine, CA 92612-4412, in said County and State. On July 28, 2021, I served the following document(s):

DEFENDANT AMAZON RETAIL LLC’S NOTICE OF REMOVAL OF CLASS ACTION

DECLARATION OF VERONICA STRICKLAND IN SUPPORT OF AMAZON RETAIL LLC’S NOTICE OF REMOVAL OF CLASS ACTION

DECLARATION OF LAUREN M. BLAS IN SUPPORT OF AMAZON RETAIL LLC’S NOTICE OF REMOVAL OF CLASS ACTION

CIVIL COVER SHEET

PROOF OF SERVICE

on the parties stated below, by the following means of service:

Larry W. Lee, Esq.
Max W. Gavron, Esq.
Diversity Law Group, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel 213.488.6555
Fax 213.488.6554

William L. Marder, Esq.
Polaris Law Group LLP
501 Benito Street, Suite 200
Hollister, CA 95023
Tel 831.531.4214
Fax 831.634.0333

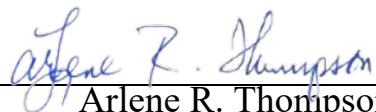
Attorneys for Plaintiff and the Class

Attorneys for Plaintiff and the Class

BY OVERNIGHT DELIVERY: On the above-mentioned date, I caused the above documents to be placed in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses shown above and be placed for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier with delivery fees paid or provided for.

(FEDERAL) I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 28, 2021.



Arlene R. Thompson

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Amazon Hit with Lawsuit Over Allegedly Incomplete Wage Statements](#)
