

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

**HEATHER GONGAWARE, on behalf of
herself and others similarly situated,**

Plaintiff,

V.

**AMAZON.COM, LLC,
AMAZON LOGISTICS, INC., and
SHEARD-LOMAN TRANSPORT, LLC,**

Defendants.

CIVIL ACTION NO.: 1:18-cv-8358

JURY TRIAL DEMANDED

COLLECTIVE ACTION COMPLAINT

Plaintiff Heather Gongaware (“Plaintiff”), individually and on behalf of all others similarly situated, through her undersigned counsel, files this Individual and Collective Action Complaint against Defendants Amazon.com, LLC, Amazon Logistics, Inc., and Sheard-Loman Transport, LLC (collectively, “Defendants”), seeking all available remedies under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*

The following allegations are based on personal knowledge as to Plaintiff's own conduct and are made on information and belief as to the acts of others.

INTRODUCTION

1. This case is about Defendants’ Amazon.com, LLC and Amazon Logistics, Inc. (together “Amazon”) unlawful scheme to attempt to avoid responsibility for paying its employees in accordance with federal wage and hour laws by attempting to contract out that responsibility to third-party Delivery Service Providers, such as Defendant Sheard-Loman Transport, LLC (“Sheard-Loman”).

2. Further, it is about Sheard-Loman's retaliatory termination of Plaintiff's

employment for discussing her pay, and the Dispatchers' and Delivery Associates' legal options to address the unlawful scheme, which has robbed her and fellow employees of significant amounts of unpaid overtime wages.

3. Plaintiff was and the other Dispatchers continue to be paid a day rate and are not paid for all time worked, including overtime. Sheard-Loman terminated Plaintiff's employment on the basis of her discussing the prospect of pursuing legal action to vindicate her rights and the rights other employees who were not paid overtime for all hours worked in excess of forty (40) hours in a workweek. Plaintiff brings this case to redress Defendants' violations of the anti-retaliation and overtime provisions of the FLSA.

JURISDICTION AND VENUE

4. Jurisdiction over Plaintiff's FLSA claim is proper under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

5. Venue in this Court is proper pursuant to 28 U.S.C. § 1391. Defendants reside in and conduct business in this District.

PARTIES

6. Plaintiff Heather Gongaware is a citizen of Louisiana and resides in Baton Rouge, Louisiana. Plaintiff worked for Defendants as a Dispatcher in Louisiana between September 16, 2018 and November 11, 2018. Pursuant to 29 U.S.C. § 216(b), Plaintiff has consented in writing to participate in this action. *See* Exhibit A.

7. Defendant Amazon.com, LLC is a limited liability company with principal offices in Seattle, Washington, which operates throughout the United States, including this Judicial District.

8. Defendant Amazon Logistics, Inc. is a corporation with principal offices in Seattle, Washington, which operates throughout the United States, including this Judicial District.

9. Defendant Sheard-Loman Transport, LLC (“Sheard-Loman”) is a limited liability company organized under the laws of Illinois with principal offices in Chicago, Illinois. Sheard-Loman provides Delivery Associates and Dispatchers to Amazon as a Delivery Service Provider.

10. The unlawful acts alleged in this Complaint were committed by Defendants and/or Defendants’ officers, agents, employees, or representatives, while actively engaged in the management of Defendants’ businesses or affairs and with the authorization of the Defendants.

11. During the relevant time period, Plaintiff was an employee of Defendants and is covered by the FLSA.

12. Defendants are employers covered by the FLSA.

13. Defendants employ individuals, including Dispatchers, in Illinois, Maryland, and Louisiana, as well as potentially other states.

14. Defendants employ individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person, as described by 29 U.S.C. §§ 206-207.

15. Defendants’ annual gross sales exceed \$500,000.

COLLECTIVE DEFINITION

16. Plaintiff brings Count I of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b), as a collective action on behalf of herself and the following proposed collective:

All current and former Dispatchers who were paid on a day rate basis by Defendants and who worked more than forty (40) hours per week during the applicable limitations period (the “FLSA Collective”).

17. Plaintiff reserves the right to redefine the FLSA Collective prior to notice or certification, and thereafter, as may be warranted or necessary.

FACTS

Defendants Are Joint Employers

18. At all relevant times, Amazon has been affiliated with and/or operating with Sheard-Loman with respect to the Plaintiff such that Amazon, on the one hand, and Sheard-Loman, on the other, are the “joint employers” of Plaintiff.

19. Sheard-Loman operates a carrier and logistics business in providing vehicles, dispatchers, and drivers to deliver goods on behalf of Defendant Amazon.com and its affiliates. The goods are purchased by customers using Defendant Amazon.com, LLC’s digital platform (the Amazon.com website).

20. Amazon.com, LLC is an e-commerce company and one of the largest – if not the largest – internet retailers in the world, operating the website www.amazon.com. As of June 6, 2018, *Forbes* estimated the net worth of Amazon.com to be as much as \$777.8 billion.

21. Amazon Logistics, Inc. is a subsidiary of Defendant Amazon.com, LLC (together, “Amazon”), which advertises for and provides Dispatchers and Delivery Associates for Amazon.com deliveries. Amazon Logistics, Inc. works with delivery providers (“Delivery Service Providers”) to deliver packages from a central location to an Amazon.com customer.

22. Amazon provides Delivery Service Providers, like Sheard-Loman, with exclusive deals on Amazon-branded vans, comprehensive insurance and other services. Amazon Logistics, Getting Started <<https://logistics.amazon.com/marketing/getting-started>> (last visited Nov. 21, 2018). Amazon also provides access to vehicle maintenance, fuel program, professional uniforms, recruitment tools, payroll, tax, and accounting services, health and employees benefits, and legal support.

23. Amazon does not require their Delivery Service Providers to have any logistics

experience. In part, because Amazon provides technological and logistical expertise to the Delivery Service Provider.

24. Delivery Service Provider startup costs start as low as \$10,000.00 because Amazon provides "...exclusive discounts on a suite of assets and services..." Amazon Logistics, Brochure, The Opportunity to Lead <https://d3a8hw3k243rpe.cloudfront.net/static-assets/Download_Brochure.pdf> (last visited Nov. 21, 2018).

25. Amazon provides consistent coaching and support, an operation manual, driver assistance, and a dedicated account manager to each Delivery Service Provider.

26. Delivery Service Providers also interact on a daily basis with Amazon's account manager, on-road assistance team and Amazon delivery station personnel.

27. Most Delivery Service Providers work exclusively delivering Amazon packages.

28. Sheard-Loman is a Delivery Service Provider for Amazon.

29. Sheard-Loman provides Dispatchers and Delivery Associates to deliver Amazon's packages.

30. The principals of the Delivery Service Providers, such as Sheard-Loman, are required to undergo three-week hands-on training, including but not limited to education on the Amazon-provided delivery equipment, the daily processes at an Amazon delivery facility, and assist in sorting and loading packages.

31. Delivery Service Providers are given access to Amazon's technology training resources, videos, and delivery data.

32. Amazon also supplies Delivery Service Providers, such as Sheard-Loman, with business tools to assist with planning, daily operations, routing guidance, and customer service.

33. Amazon pays Delivery Service Providers, including Sheard-Loman, pursuant to its

standard Delivery Provider Terms of Service, which includes payments for Dispatchers such as Plaintiff.

34. While Delivery Service Providers pay Dispatchers from the amounts Amazon pays them, Amazon has both influence and control over how Dispatchers are paid. For example, based on a recent news report of a “leaked internal email,” Amazon is in the process of instituting policies dictating how Delivery Service Provider employees are paid to “enable transparency and accuracy of pay.” The leaked email reminded Delivery Service Provider owners that while “[p]ayroll can be complicated” ... “it’s one of the most important parts of running a business as your employees rely on you and expect you to pay them on time and reliably without error.” *See* Hayley Peterson, *Leaked email reveals Amazon is changing how delivery drivers are paid following reports of missing wages*, BUSINESS INSIDER, December 10, 2018, <https://www.businessinsider.com/amazon-changes-delivery-pay-practices-following-missing-wage-reports-2018-10>.

35. Amazon supervises and controls the work activities, work schedules, conditions and management of Dispatchers.

36. Sheard-Loman’s Baton Rouge, Louisiana location is located within one of Defendant Amazon.com, LLC’s delivery station, which is controlled and operated by Amazon.

37. On information and belief, Sheard-Loman’s Illinois (Champaign, Chicago, Morton Grove, and Oak Park) and Maryland (Hanover) locations are also located within one of Amazon.com, LLC’s delivery stations, which are controlled and operated by Amazon.

38. Dispatchers undergo mandatory training by Amazon through what is also known as Amazon’s “Delivery Associate School.” In addition to Delivery Associate School, Plaintiff received dispatcher-specific training from Amazon employees including Amazon Site Manager Anthony Miller, came to assist on “launch” day from Baton Rouge, LA facility). Plaintiff’s

cumulative training with Amazon took over three days.

39. The mandatory training, conducted by Amazon, covers Amazon's policies and procedures, including but not limited to: how to scan a package; how to use Amazon's handheld GPS-tracking device, known as a "Rabbit"; and how to drop packages off in compliance with Amazon's policies, procedures and concession rates (the failure to properly deliver a package).

40. The Dispatcher-specific training, conducted by Amazon, covers Amazon's policies and procedures, including but not limited to: which metrics the dispatchers need to record so Amazon employees in the facility to can track the status of deliveries (*e.g.*, concession rates, number of remaining Amazon packages in van, etc.); how to record those metrics on a whiteboard in the facility known as the "Gemba Board"; the time at which and the location where Dispatchers need to organize Delivery Associates in the facility to ensure a timely departure to Amazon's first customers on the route.

41. On information and belief, Amazon disciplined Plaintiff for violations of their policies and procedures.

42. Throughout their employment with Defendants, Plaintiff was and the Dispatchers are subject to additional training by Amazon in complying with its operational procedures and in meeting its work expectations.

43. Amazon set the delivery route that Plaintiff and the Dispatchers were required to assign to Delivery Associates.

44. Amazon assigns and provides routes to Delivery Service Providers, including Sheard-Loman.

45. Amazon also dictates the hours of delivery in which a Delivery Associate may deliver a package. For example, Delivery Associates in Amazon's Baton Rouge, Louisiana facility

are directed to not deliver packages after 9:00 p.m. Plaintiff and the other Dispatchers were responsible for monitoring Delivery Associates' compliance with this and other Amazon policies.

46. Amazon required Plaintiff and the Dispatchers to record the status of deliveries on a white board called the "Gemba Board" every hour. Specifically, Amazon required Plaintiff and the Dispatchers to record the number of packages delivered per hour, the amount of packages remaining, and the concession rate of Sheard-Loman drivers.

47. Specifically, Amazon Site Manager Anthony Miller ("Amazon Manager Miller") required Plaintiff to record the names of drivers who were behind on their routes on the "Gemba Board." Amazon Manager Miller monitored the status of deliveries every hour and would occasionally write "you suck" on the "Gemba Board" if he was unsatisfied with the progress.

48. On October 26, 2018, at or around 2:00 p.m., in response to Plaintiff declining to assign additional routes to Delivery Associates per Sheard-Loman's manager Tauria Dilworth's instruction, Amazon Manager Miller told Plaintiff: "Your boss didn't do you any favors. I'm about to really f*** y'all up. She wants this to be all business, we can handle this all business and it won't be nice."

The Nature of Plaintiff's and Dispatchers' Work for Defendants

49. Plaintiff was employed as a Dispatcher between September 18, 2018 and November 11, 2018 in Defendants' Baton Rouge, Louisiana facility, dispatching and monitoring the delivery of packages on behalf of Amazon.

50. Plaintiff and other Dispatchers were required to obtain driver routes from Amazon Managers every morning.

51. Plaintiff and the Dispatchers were regularly scheduled to work five (5) to six (6) days per week, with shifts that were scheduled for ten (10) hours.

52. Although shifts were scheduled for ten (10) hours per day, all of the work related activities that Plaintiff and the Dispatchers were required to and did perform often took ten or more hours per day to complete, because Plaintiff and the Dispatchers were required to stay until the last Delivery Associate returned from completing his or her route.

53. Plaintiff and the Dispatchers regularly worked more than forty (40) hours a week.

54. Plaintiff and the Dispatchers were not provided lunch breaks. Accordingly, Plaintiff and the Dispatchers routinely worked through their lunch without extra pay and were unable to take short breaks due to the high volume of deliveries and the required hourly updating of the “Gemba Board.” Defendants were not only aware of and permitted this practice, but the work schedules and conditions imposed by Defendants effectively required this practice.

Plaintiff and the Dispatchers are Paid on a Day Rate Basis

55. Dispatchers are paid a flat day rate regardless of how many hours they actually work.

56. Plaintiff was paid a flat rate of \$150.00 per day.

57. Plaintiff observed that other Dispatchers are also paid on a day rate basis.

58. Plaintiff and the other Dispatchers regularly work more than 40 hours per week.

59. Plaintiff and the other Dispatchers regularly work five (5) to six (6) days per week.

60. Defendants did not keep track of the actual number of hours that Plaintiff and the Dispatchers worked.

61. Defendants did not pay Plaintiff or the other Dispatchers overtime for all hours worked in excess of forty in a workweek.

62. Defendants paid Plaintiff and the Dispatchers a flat sum for days worked regardless of the number of hours worked, and did not pay additional overtime compensation. *See Hickman v. TL Transp., LLC*, 317 F. Supp. 3d 890 (E.D. Pa. 2018) (granting summary judgment to the plaintiff

in holding that a similar day rate scheme by a Delivery Service Provider violated the FLSA).

63. Dispatchers are compensated on a daily rate pay basis and ARE not paid overtime as required by law.

Defendant Sheard-Loman Terminated Plaintiff for Engaging in Protected Activity

64. At Defendants' Baton Rouge, Louisiana facility, Plaintiff was seated at a desk next to Chris Bush, the owner of another Delivery Service Provider, Bush Logistics.

65. Mr. Bush shared that he had received an email from Amazon's "business coaches," stating that Delivery Service Providers need to stop paying a day rate and should begin paying an hourly rate with overtime.

66. Shortly following her start date, Plaintiff verbally inquired about her exempt status when she spoke with Richard Loman and asked why she and other Delivery Associates were being paid a day rate and were not being paid overtime compensation. At the time, Mr. Loman told Plaintiff that she would be paid overtime.

67. However, when pay checks arrived, Plaintiff's pay and the pay of other Dispatchers and Delivery Associates did not include overtime compensation.

68. Plaintiff then lodged a second verbal inquiry about her compensation when she called Manager Tauria Dilworth and asked why her pay check did not include overtime. Ms. Dilworth told Plaintiff that Mr. Loman was mistaken, and that Plaintiff should only speak with Ms. Dilworth and not Mr. Loman going forward.

69. When additional individuals, including Plaintiff, continued to complain to Ms. Dilworth, including on the App "GroupMe," Ms. Dilworth wrote that Sheard-Loman would not change its pay to hourly, and it would continue to pay a day rate regardless of hours worked.

70. On November 9, 2018, in a conversation with a Sheard-Loman Delivery Associate,

Plaintiff discussed Defendants' failure to pay Plaintiff and other employees a day rate without overtime for all hours worked in excess of forty (40) in a workweek. Both Plaintiff and the Delivery Associate were frustrated with consistent nonpayment of overtime, and they spoke about their rights under federal and state law and options for holding Defendants legally accountable for failing to pay them overtime and for all hours worked.

71. During the November 9, 2018 conversation, Plaintiff stated that a class action lawsuit could potentially help her and other employees to recover their unpaid wages.

72. On November 11, 2018, Plaintiff received a telephone call from Sheard-Loman co-owner Jeffrey Sheard and Manager Tauria Dilworth.

73. During the November 11, 2018 telephone call, Mr. Sheard and Ms. Dilworth told Plaintiff that her employment was being terminated for discussing legal options for recovering unpaid overtime with other drivers.

74. Following Plaintiff's termination, other drivers reported to Plaintiff that Sheard-Loman "made an example" out of Plaintiff's termination to discourage drivers from seeking legal recourse for Sheard-Loman's failure to pay employees in accordance with federal wage and hour laws.

Defendants' Failure to Properly Pay Dispatchers Is Willful

75. Defendants' actions in violation of the FLSA were made willfully in an effort to avoid liability under the FLSA.

76. Amazon relies on DSPs, such as Sheard-Loman for the essential services of getting its goods from its warehouses to its customer's doors as quickly as possible, yet Amazon attempts to shield itself from liability for wage and hour violations by using thinly capitalized companies, such as Sheard-Loman, to provide the employees who perform this work.

77. Amazon attempts to hide behind these DSPs and use a joint employer defense rather than making sure the employees who perform these services are compensated in accordance with the law.

78. Notwithstanding that it is plainly unlawful to pay a non-exempt employee a day rate without overtime compensation, and despite the fact that another federal court has found that such a pay scheme paid by a DSP of Amazon is unlawful, Defendants paid Plaintiff and continue to pay Dispatchers in such an unlawful manner. *See Hickman v. TL Transp. LLC*, 317 F. Supp. 3d 890 (E.D. Pa. 2018).

79. In addition, as evidenced by the e-mail shared by Mr. Bush, indicating that Delivery Service Providers need to stop paying their employees a day rate and should begin paying an hourly rate with overtime, and Plaintiffs' numerous verbal inquiries about compensation, Defendants had actual knowledge of their wage and hour obligations under the FLSA.

80. In addition, despite tracking Amazon's packages to the second, Defendants failed to make, keep and preserve records with respect to Plaintiff and the Dispatchers sufficient to determine their lawful wages, actual hours worked and other conditions of employment as required by federal and state law. *See* 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c) (requiring employers to maintain payroll records for three years and time sheets for two years, including the exact number of hours worked each day and each week).

81. Even though the FLSA entitles day-rate and hourly employees to overtime premium compensation for hours worked over 40 per week, Defendants did not pay Plaintiff and continues to fail to pay the Dispatchers any extra overtime premium compensation for their overtime hours worked.

82. Defendants knew or absent their own recklessness should have known that Plaintiff

and the Dispatchers are entitled to such overtime premiums.

83. By failing to pay the overtime premium to the Plaintiff and the Dispatchers, Defendants have acted willfully and with reckless disregard of clearly applicable FLSA provisions.

COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA

84. Plaintiff brings Count I of lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the FLSA Collective defined above.

85. Plaintiff desires to pursue the FLSA claim on behalf of any individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

86. Plaintiff and the FLSA Collective are “similarly situated,” as that term is used in 29 U.S.C. § 216(b), because, *inter alia*, all such individuals worked pursuant to Defendants’ previously described common pay practices and, as a result of such practices, were not paid the full and legally mandated overtime premium for hours worked over forty (40) during the workweek. Resolution of this action requires inquiry into common facts, including, *inter alia*, Defendants’ common compensation, timekeeping, and payroll practices.

87. Specifically, Defendants failed to pay overtime at time and a half (1½) the employee’s regular rate as required by the FLSA for hours worked in excess of forty (40) per workweek.

88. The similarly situated employees are known to Defendants and are readily identifiable and may be located through Defendants’ business records and the records of any payroll companies Defendants use.

89. Defendants employ many FLSA Collective Members throughout the United States. These similarly situated employees may be readily notified of the instant litigation through direct means, such U.S. mail and/or other appropriate means, and should be allowed to opt into it pursuant

to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their similar claims for overtime and other compensation violations, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

COUNT I
Violation FLSA Overtime Provisions
(On Behalf of Plaintiff and the FLSA Collective)

90. All previous paragraphs are incorporated as though fully set forth herein.

91. The FLSA requires that covered employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one and one-half (1½) times the regular rate at which he is employed. *See* 29 U.S.C. § 207(a)(1).

92. Defendants are subject to the wage requirements of the FLSA because each of the Defendants is an "employer" under 29 U.S.C. § 203(d).

93. At all relevant times, each of the Defendants were, and continue to be, an "employer" engaged in interstate commerce and/or in the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. § 203.

94. During all relevant times, members of the FLSA Collective, including Plaintiff were covered employees entitled to the above-described FLSA's protections. *See* 29 U.S.C. § 203(e).

95. Plaintiff and the FLSA Collective are not exempt from the requirements of the FLSA.

96. Plaintiff and the FLSA Collective are entitled to be paid overtime compensation for all hours worked over forty (40) in a workweek.

97. Defendants' compensation scheme applicable to Plaintiff and the FLSA Collective failed to comply with either 29 U.S.C. § 207(a)(1) or 29 C.F.R. § 778.112.

98. Defendants knowingly failed to compensate Plaintiff and the FLSA Collective at a rate of one and one-half (1½) times their regular hourly wage for hours worked in excess of forty (40) hours per week.

99. Defendants also failed to create, keep and preserve records with respect to work performed by Plaintiff and the FLSA Collective sufficient to determine their wages, hours and other conditions of employment in violation of the FLSA, 29 U.S.C.A. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c).

COUNT II
Violation of the FLSA Anti-Retaliation Provision
(On Behalf of Plaintiff, Individually)

100. All previous paragraphs are incorporated as though fully set forth herein.

101. The FLSA prohibits an employer to “to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to [the FLSA.]” 29 U.S.C. § 215(a)(3).

102. Plaintiff engaged in a protected activity under the FLSA, 29 U.S.C. §215(a)(3) by lodging at least three (3) verbal inquiries and complaints about her lack of overtime compensation to her supervisors, Richard Loman, Jeffrey Sheard, and Tauria Dilworth in and around November 2018.

103. As a direct result of these three inquiries, Defendants reasonably understood Plaintiff’s interest in being paid overtime compensation to comply with the FLSA.

104. Additionally, Plaintiff engaged in a protected activity under the FLSA, 29 U.S.C. §215(a)(3) when she discussed Sheard-Loman’s potential violation of applicable wage and overtime laws with a co-worker on November 9, 2018.

105. As a direct result of the verbal conversations with Richard Loman, Jeffrey Sheard,

and Tauria Dilworth and the discussion with her co-worker, Sheard-Loman retaliated against Plaintiff by terminating her employment on November 11, 2018.

106. As a direct and proximate result of Sheard-Loman's unlawful conduct, Plaintiff has suffered damages, including in the form of lost earnings, emotional and mental anxiety, and damage to her reputation and as otherwise set forth herein. Sheard-Loman knowingly and willfully retaliated against Plaintiff in violation of 29 U.S.C. § 215(a)(3).

107. In violating the FLSA's anti-retaliation provision, Sheard-Loman acted willfully and with reckless disregard of clearly applicable FLSA provisions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks the following relief:

- a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);
- b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential FLSA Collective members;
- c. An Order declaring that Defendants violated the FLSA and have done so willfully;
- d. Injunctive relief requiring Defendants to comply with all applicable federal and state laws and cease their illegal practices, including reinstatement;
- e. Back pay damages (including unpaid overtime compensation, unpaid spread of hours payments and unpaid wages) and prejudgment interest to the fullest extent permitted under the law;
- f. A judgment in favor of Plaintiff for all penalties and compensatory damages allowed by law for her claim of retaliation;
- g. Liquidated damages to the fullest extent permitted under the law;
- h. Litigation costs, expenses and attorneys' fees to the fullest extent permitted under the law; and
- i. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury for all issues of fact.

Dated: December 20, 2018

Respectfully submitted,

/s/ Sarah R. Schalman-Bergen

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*Attorneys for the Plaintiff and the
Proposed FLSA Collective*

Exhibit A

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA") arising out of my work with Amazon.com, LLC, Amazon Logistics, Inc., Sheard-Loman Transport, LLC. and/or related entities and individuals ("Amazon/Sheard-Loman").

2. I worked for Amazon/Sheard-Loman from on or about September, 2018 (month, year) to on or about November, 2018 (month, year). During this time, I worked for Amazon/Sheard-Loman in the following state(s): Louisiana.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103, and Willig, Williams & Davidson, at 1845 Walnut Street, Suite 2400, Philadelphia, PA 19103 (together "Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Amazon/Sheard-Loman.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature:

DocuSigned by:
Heather Gongaware
372FAFDB52B94C0...

Date:

12/20/2018

Name:

Heather Gongaware

Address:

[REDACTED]

Telephone:

[REDACTED]

E-Mail:

[REDACTED]**COMPLETE AND RETURN TO:**

BERGER MONTAGUE PC

ATTN: Alex Grayson

1818 Market Street, Suite 3600

Philadelphia, PA 19103

Tel: (215) 875-3033

Fax: (215) 875-4604

Email: agrayson@bm.net

CIVIL COVER SHEET

The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

I. (a) PLAINTIFFS

HEATHER GONGAWARE, on behalf of herself and others similarly situated,

(b) County of Residence of First Listed Plaintiff East Baton Rouge Parish
(Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

Sarah R. Schalman-Bergen, Camille Fundora Rodriguez
Berger Montague PC, 1818 Market St., Suite 3600, Philadelphia, PA 19103

DEFENDANTSAMAZON.COM, LLC, AMAZON LOGISTICS, INC., and SHEARD-LOMAN
TRANSPORT, LLC

County of Residence of First Listed Defendant King County, WA
(In U.S. plaintiff cases only)

Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys (if known)

II. BASIS OF JURISDICTION (Check one box, only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question
(U.S. Government not a party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity
(Indicate citizenship of parties in Item III.)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)

(Check one box, only for plaintiff and one box for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Check one box, only.)

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 530 General <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Habeas Corpus: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA) <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	BANKRUPTCY	FORFEITURE/PENALTY	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAXES <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Check one box, only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation ☐ 8 Multidistrict Litigation Direct File

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

Fair Labor Standards Act, 29 U.S.C. Section 201, et seq.

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT:

☐ Check if this is a class action Under rule 23, Demand \$
F.R.C.V.P.

Check Yes only if demanded in complaint.
Jury Demand: ☒ Yes ☐ No

IX. RELATED CASE(S) (See instructions)

IF ANY Yes

Judge Charles Norgle

Case Number

1:18-cv-08066

X. Is this a previously dismissed or remanded case? ☐ Yes ☒ No If yes, Case #

Name of Judge

Date

12/20/2018

Signature of attorney of record

/s/ Sarah R. Schalman-Bergen

Authority for Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the six boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. Previous Bankruptcy Matters For nature of suit 422 and 423 enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this court. Use a separate attachment if necessary.

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

IX. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

X. Refiling Information. Place an "X" in the Yes box if the case is being refiled or if it is a remanded case, and indicate the case number and name of judge. If this case is not being refiled or has not been remanded, place an "X" in the No box.

Date and Attorney Signature. Date and sign the civil cover sheet.