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(now known as Amazon.com Services LLC) and
11 AMAZON.COM, INC.

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 LOVENIA SCOTT, on behalf of herself, all
others similarly situated,

16 Plaintiff,

17 v.

18 GOLDEN STATE, FC, LLC, a Delaware
19 Limited Liability Company; AMAZON.COM,
INC., a Delaware Corporation; and DOES 1
20 through 50, inclusive,

21 Defendants.

CASE NO. 3:21-cv-2147

**DEFENDANTS GOLDEN STATE FC, LLC
(NOW KNOWN AS AMAZON.COM
SERVICES LLC) AND AMAZON.COM,
INC.'S NOTICE OF REMOVAL OF CLASS
ACTION**

(San Francisco Superior Court
Case No. CGC-21-589695)

Action Filed: February 8, 2021
Trial Date: None Set

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1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
2 DISTRICT OF CALIFORNIA, AND TO PLAINTIFF LOVENIA SCOTT AND HER COUNSEL OF
3 RECORD:

4 PLEASE TAKE NOTICE THAT, pursuant to the Class Action Fairness Act of 2005, 28 U.S.C.
5 §§ 1332(d), 1453, and 1711, Defendants Golden State FC, LLC (*now known as* Amazon.com Services
6 LLC) and Amazon.com, Inc. (together, “Amazon”) hereby removes to the United States District Court
7 for the Northern District of California the above-captioned state court action, originally filed as Case
8 No. CGC-21-589695 in San Francisco Superior Court, State of California. Removal is proper on the
9 following grounds:

10 **I. TIMELINESS OF REMOVAL**

11 1. Plaintiff Lovenia Scott (“Plaintiff”) filed a putative Class Action Complaint against
12 Amazon in San Francisco County Superior Court, State of California, Case No. CGC-21-589695, on
13 February 8, 2021. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the (a) Summons, (b)
14 Class Action Complaint, (c) Civil Case Cover Sheet, (d) Notice to Plaintiff, (e) Notice of Service of
15 Process Transmittal, (f) Proof of Service of Summons on Amazon.com, Inc., and (g) Proof of Service
16 of Summons on Golden State FC, LLC are attached as Exhibits A–G to the Declaration of Katherine
17 V.A. Smith (“Smith Decl.”) filed concurrently here.

18 2. According to the proofs of service filed by Plaintiff with the San Francisco Superior
19 Court, Plaintiff personally served Amazon.com Inc. and Golden State, FC LLC¹ through their
20 registered agents for service of process on February 26, 2021. *See* Smith Decl., Exs. F–G.
21 Consequently, service was completed on February 26, 2021. This notice of removal is timely because
22 it is filed within 30 days after service was completed. 28 U.S.C. § 1446(b).

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

24 3. Removal is proper pursuant to 28 U.S.C. §§ 1441 and 1453 because this Court has
25 subject matter jurisdiction over this action and all claims asserted against Amazon pursuant to the Class
26

27 ¹ Effective January 1, 2019, Golden State FC, LLC merged with Amazon.com Services, Inc. and
28 retained the name Amazon.com Services, Inc. *See* Amazon’s Certificate of Interested Entities,
concurrently filed with this Notice. Effective December 30, 2019, Amazon.com Services, Inc.
changed its name to Amazon.com Services LLC. *See id.*

1 Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d).

2 4. CAFA applies “to any class action before or after the entry of a class certification order
3 by the court with respect to that action.” 28 U.S.C. § 1332(d)(8). This case is a putative “class action”
4 under CAFA because it was brought under California Code of Civil Procedure § 382, California’s state
5 statute or rule authorizing an action to be brought by one or more representative persons as a class
6 action. *See* 28 U.S.C. § 1332(d)(1)(B); *see also* Smith Decl. Ex. B, Compl. ¶ 10.

7 5. Plaintiff asks the Court for “[a]n order that the action be certified as a class action.”
8 Smith Decl. Ex. B, Compl., Prayer for Relief. She seeks to represent various classes, including (1)
9 “[a]ll persons employed by [Amazon] and/or any staffing agencies and/or any other third parties as
10 warehouse employees in hourly or non-exempt positions in California” within “four years prior to the
11 filing of this action” (“Hourly Employee Class”); (2) “[a]ll Hourly Employee Class members employed
12 by [Amazon] in California” within “four years prior to the filing of this action”; and (3) “[a]ll persons
13 employed by [Amazon] in California who incurred business expenses” within “four years prior to the
14 filing of this action.” *Id.*, Compl. ¶ 11.

15 6. Plaintiff also seeks to represent various sub-classes, including (1) “[a]ll Hourly
16 Employee Class members who worked in a shift in excess of five hours during the Relevant Time
17 Period”; (2) “[a]ll Hourly Employee Class members who worked a shift of at least three and one-half
18 (3.5) hours during the Relevant Time Period”; (3) “[a]ll Hourly Employee Class members employed
19 by [Amazon] in California during the period beginning one year before the filing of this action and
20 ending when final judgment is entered”; and (4) “[a]ll Hourly Employee Class members who separated
21 from their employment with [Amazon] during the period beginning three years before the filing of this
22 action and ending when final judgment is entered.” *Id.*

23 7. In her Complaint, Plaintiff alleges eight causes of action against Amazon: (1) Failure to
24 Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages; (4) Failure
25 to Indemnify; (5) Failure to Provide Accurate Written Wage Statements; (6) Failure to Timely Pay All
26 Final Wages; (7) Sharing of Liability with a Labor Contractor; and (8) Violations of Unfair
27 Competition Law.

28 8. Among other things, Plaintiff alleges that putative class members are entitled to unpaid

1 wages, including premiums for missed meal periods and rest breaks, statutory penalties for late
2 payment of wages and inaccurate wage statements, interest, and attorneys' fees and costs. *See* Smith
3 Decl. Ex. B, Compl., Prayer for Relief.

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

8 10. Amazon denies any liability in this case, both as to Plaintiff's individual claims and as
9 to the claims she seeks to pursue on behalf of the putative class. Amazon also intends to oppose class
10 certification and believes that class treatment is inappropriate under these circumstances in part because
11 there are many material differences between the experiences of Plaintiff and the putative class members
12 she seeks to represent. Amazon expressly reserves all rights to oppose class certification and to contest
13 the merits of all claims asserted in the Complaint. However, for purposes of the jurisdictional
14 requirements for removal only, the allegations in Plaintiff's Complaint identify a putative class of more
15 than 100 members and put in controversy, in the aggregate, an amount that exceeds \$5 million. *See* 28
16 U.S.C. § 1332(d)(6).

17 **A. The Proposed Class Consists of More than 100 Members**

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

20 12. One of Plaintiff's proposed classes consists of "[a]ll persons employed by [Amazon]
21 and/or any staffing agencies and/or any other third parties as warehouse employees in hourly or non-
22 exempt positions in California" "who separated from their employment with [Amazon] during the
23 period beginning three years before the filing of this action and ending when final judgment is entered."
24 Smith Decl., Ex. B, Compl. ¶ 11. Based on Plaintiff's definition, this putative sub-class alone contains
25 at least 22,286 permanent, full-time, non-exempt employees who worked for Amazon in California and
26 resigned or were terminated between February 8, 2018 and February 8, 2021. Declaration of Denicia
27 "JP" Prather ("Prather Decl.") ¶ 4(a).

28 13. This putative class size estimate is highly conservative because (a) it is based only on

1 one of Plaintiff's sub-classes, (b) it excludes part-time or seasonal employees, and (c) it excludes both
2 full-time and part-time or seasonal non-exempt employees who resigned or were terminated after
3 February 8, 2021.

4 14. Accordingly, while Amazon denies that class treatment is permissible or appropriate,
5 the proposed class consists well over 100 members.

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

7 15. Under CAFA's minimum diversity of citizenship requirement, the plaintiff or any
8 member of the putative class must be a citizen of a different state from any defendant. *See* 28 U.S.C.
9 § 1332(d)(2)(A).

10 16. A person is a citizen of the state in which he or she is domiciled. *Kantor v. Wellesley*
11 *Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). A party's residence is prima facie evidence of
12 his or her domicile. *Ayala v. Cox Auto., Inc.*, 2016 WL 6561284, at *4 (C.D. Cal. Nov. 4, 2016) (citing
13 *State Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d 514, 520 (10th Cir. 1994)). According to information
14 Plaintiff provided to Amazon, Plaintiff resides in California. Prather Decl. ¶ 3. Plaintiff is therefore
15 considered a citizen of California for purposes of removal under CAFA. *See Ayala*, 2016 WL 6561284,
16 at *4. Moreover, it is reasonable to assume that a substantial number of the putative class members,
17 whom by definition are or have been recently "employed . . . in California," are also domiciled in
18 California. Smith Decl. Ex. B, Compl. ¶ 11.

19 17. A corporation is a citizen of its state of incorporation and the state of its principal place
20 of business. 28 U.S.C. § 1332(c)(1). "[A]n LLC is a citizen of every state of which its owners/members
21 are citizens." *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006). Effective
22 January 1, 2019, Golden State FC, LLC merged with Amazon.com Services, Inc. and retained the name
23 Amazon.com Services, Inc. Declaration of Zane Brown ¶ 2. Effective December 30, 2019,
24 Amazon.com Services, Inc. changed its name to Amazon.com Services LLC. *Id.* Amazon.com
25 Services LLC is a limited liability company organized under the laws of Delaware and has its principal
26 place of business in Seattle, Washington. *Id.* Amazon.com, Inc. is the sole member of Amazon.com
27 Services LLC and Amazon.com Services LLC is wholly owned by Amazon.com, Inc., which is a
28 Delaware corporation with its principal place of business in Washington. *Id.* As such, Amazon.com

1 Services LLC and Amazon.com, Inc. are citizens of Delaware and Washington. *See* 28 U.S.C.
2 § 1332(c)(1); *Johnson*, 437 F.3d at 899.

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

5 **C. The Amount In Controversy Exceeds \$5 Million**

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

9 20. “[A] defendant’s notice of removal need include only a plausible allegation that the
10 amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Op. Co. v. Owens*,
11 574 U.S. 81, 89 (2014). To satisfy this burden, a defendant may rely on a “reasonable” “chain of
12 reasoning” that is based on “reasonable” “assumptions.” *LaCross v. Knight Transp. Inc.*, 775 F.3d
13 1200, 1201 (9th Cir. 2015). “An assumption may be reasonable if it is founded on the allegations of
14 the complaint.” *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 925 (9th Cir. 2019); *see also Salter*
15 *v. Quality Carriers, Inc.*, 974 F.3d 959, 959 (9th Cir. 2020) (“[I]n *Arias* we held that a removing
16 defendant’s notice of removal need not contain evidentiary submissions but only plausible allegations
17 of jurisdictional elements,” quotations and citations omitted). That is because “[t]he amount in
18 controversy is simply an estimate of the total amount in disputes, not a prospective assessment of
19 defendant’s liability.” *Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010). “[W]hen
20 a defendant seeks federal-court adjudication, the defendant’s amount-in-controversy allegation should
21 be accepted when not contested by the plaintiff or questioned by the court.” *Dart Cherokee*, 574 U.S.
22 at 87. Importantly, plaintiffs seeking to represent a putative class cannot “bind the absent class”
23 through statements aimed to limit their recovery in an effort to “avoid removal to federal court.” *Std.*
24 *Fire Ins. Co. v. Knowles*, 568 U.S. 588, 595–96 (2013).

25 21. Moreover, in assessing whether the amount in controversy requirement has been
26 satisfied, “a court must ‘assume that the allegations of the complaint are true and that a jury will return
27 a verdict for the plaintiff on all claims made in the complaint.’” *Campbell v. Vitran Exp., Inc.*, 471 F.
28 App’x 646, 648 (9th Cir. 2012) (quoting *Kenneth Rothschild Tr. v. Morgan Stanley Dean Witter*, 199

1 F. Supp. 2d 993, 1001 (C.D. Cal. 2002)). In other words, the focus of the Court’s inquiry must be on
 2 “what amount is put ‘in controversy’ by the plaintiff’s complaint, not what a defendant will actually
 3 owe.” *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008) (citing *Rippee*
 4 *v. Boston Mkt. Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005)).

5 22. Although Amazon denies that Plaintiff’s claims have any merit, for the purposes of
 6 meeting the jurisdictional requirements for removal *only*, that if Plaintiff were to prevail on every claim
 7 and allegation in her Complaint on behalf of the putative class, the requested monetary recovery would
 8 exceed \$5 million.

9 **1. Plaintiff’s Allegations Regarding Waiting Time Penalties Alone Establish That**
 10 **The Amount In Controversy Exceeds \$5 Million**

11 23. Amazon reserves the right to present evidence establishing the amount placed in
 12 controversy by each of Plaintiff’s claims should Plaintiff challenge whether the jurisdictional amount-
 13 in-controversy threshold is satisfied. *See Dart Cherokee*, 574 U.S. at 87–89; *see also Salter*, 974 F.3d
 14 at 959 (holding that only a “factual attack” that “contests the truth of the plaintiff’s factual allegations,
 15 usually by introducing evidence outside the pleadings” requires the removing defendant to “support
 16 her jurisdictional allegations with competent proof,” quotations and citations omitted). “[W]hen a
 17 notice of removal plausibly alleges a basis for federal court jurisdiction, a district court may not remand
 18 the case back to state court without giving the defendant an opportunity to show by a preponderance
 19 of the evidence that the jurisdictional requirements are met.” *Arias*, 936 F.3d at 924. But for present
 20 purposes, it is sufficient to note that Plaintiff’s claim for waiting time penalties pursuant to Labor Code
 21 section 203 *alone* puts more than \$5 million in controversy.

22 24. Plaintiff alleges that she and other putative class members who ended their employment
 23 with Amazon during the three year period prior to filing this Complaint²—February 8, 2018 to
 24 February 8, 2021—are entitled to recovery of “waiting time penalties” pursuant to Labor Code section
 25 203. *See* Smith Decl., Ex. B, Compl. ¶¶ 100–10.

26 25. If an employer fails to pay all wages due an employee at the time of termination, as

27 _____
 28 ² The statute of limitations for an action under Labor Code Section 203 is three years. Cal. Civ. Proc.
 Code § 338(a); Cal. Lab. Code § 203(b); *Pineda v. Bank of Am., N.A.*, 50 Cal. 4th 1389, 1397
 (2010).

1 required by Labor Code Section 201, or within 72 hours after resignation, as required by Labor Code
2 Section 202, then the wages “shall continue as a penalty from the due date thereof at the same rate until
3 paid or until an action therefor is commenced,” for up to a maximum of 30 calendar days. Cal. Lab.
4 Code § 203. An employer may not be liable for these penalties if a good faith dispute exists as to
5 whether the wages are owed. Further, to be liable for waiting time penalties, an employer’s failure to
6 pay wages within the statutory time frame must be *willful*. “A willful failure to pay wages within the
7 meaning of Labor Code Section 203 occurs when an employer *intentionally* fails to pay wages to an
8 employee when those wages are due.” Cal. Code Regs., tit. 8, § 13520 (emphasis added).

9 26. To calculate waiting time penalties, the employee’s daily rate of pay is multiplied by a
10 maximum of 30 days, depending on the length of delay in receipt of wages. *See Mamika v. Barca*, 68
11 Cal. App. 4th 487, 493 (1998) (holding that the waiting time penalty is “equivalent to the employee’s
12 daily wages for each day he or she remained unpaid up to a total of 30 days” and noting that the “critical
13 computation” is “the calculation of a daily wage rate, which can then be multiplied by the number of
14 days of nonpayment, up to 30 days”); *Tajonar v. Echosphere, L.L.C.*, 2015 WL 4064642, at *4 (S.D.
15 Cal. July 2, 2015). Where final “wages [due] are alleged to have not been paid, the full thirty-days
16 may be used for each of the putative class members.” *Marentes v. Key Energy Servs. Cal., Inc.*, 2015
17 WL 756516, at *9 (E.D. Cal. Feb. 23, 2015); *see also Crummie v. CertifiedSafety, Inc.*, 2017 WL
18 4544747, at *3 (N.D. Cal. Oct. 11, 2017) (where plaintiffs alleges “putative class members were owed
19 (and are still owed)” wages, it is “completely reasonable to assume waiting time penalties accrued to
20 the thirty-day limit”).

21 27. Amazon denies that any such penalties are owed to Plaintiff or any putative class
22 members. However, for purposes of this jurisdictional analysis *only*, Amazon relies on Plaintiff’s
23 allegations that the penalties are owed. Plaintiff alleges that Amazon “maintained a policy or practice
24 of not paying hourly wages to [putative class members] for all time worked, including but not limited
25 to, overtime hours at statutory and/or agreed rates by suffering or permitting them to work during
26 unpaid meal periods” and “failed to pay Plaintiff [and putative class] members all earned wages every
27 pay period at the correct rates, including overtime rates,” such that “Plaintiff [and putative class]
28 members have been entitled, upon the end of their employment with [Amazon], to timely payment of

1 all wages earned and unpaid before termination or resignation.” See Smith Decl., Ex. B, Compl. ¶¶ 80–
 2 81, 101. Plaintiff further alleges that Amazon has “maintained a policy or practice” of “failing to timely
 3 pay [putative class members] all final wages” in violation of Labor Code sections 201 and 202, thereby
 4 entitling them to “waiting time penalties” pursuant to Labor Code section 203. See *id.*, Compl. ¶¶ 107–
 5 109. Plaintiff’s claim is therefore derivative of her other unpaid wage and meal and rest period claims.
 6 She further alleges that Plaintiff and putative class members “seek waiting time penalties from the dates
 7 that their final wages have first become due until paid, up to a maximum of thirty days, and interest
 8 thereon.” *Id.*, Compl. ¶ 109. Based on these allegations, it is reasonable to assume that each putative
 9 sub-class member in the waiting time penalty sub-class is entitled to the thirty days’ wages. See
 10 *Crummie*, 2017 WL 4544747, at *3.

11 28. Approximately 22,286 full-time, permanent employees of Amazon in California
 12 resigned or were terminated between February 8, 2018 to February 8, 2021. Prather Decl. ¶ 4(a).³ The
 13 average hourly pay rate for those 22,286 employees was \$15.65. *Id.* ¶ 4(b).

14 29. If, as Plaintiff alleges, individuals who left the employment of Amazon during the three
 15 years preceding the filing of the Complaint were owed wages and did not receive them, the amount in
 16 controversy with respect to the waiting time penalties claim for full-time employees alone would be
 17 approximately **\$62.7 million**, calculated as follows:

\$15.65 average hourly rate x 6 hours per day: ⁴	\$93.90 daily rate
\$93.90 x 30 days maximum penalty:	\$2,817 per employee
Amount in controversy for waiting time penalties, based on Plaintiff’s allegations (\$2,817 x 22,286 employees):	\$62,779,662

21 **2. Just One of Plaintiff’s Eight Causes of Action Places More Than \$62.7 Million In**
 22 **Controversy**

23 30. This single cause of action for waiting time penalties places more than \$62.7 million in
 24 controversy. This amount in controversy calculation is conservative and under-estimates the total
 25

26 ³ This is only a fraction of the putative class Plaintiff seeks to represent. It does not include (a) part-
 27 time or seasonal employees or (b) full-time and part-time or seasonal non-exempt employees who
 resigned or were terminated after February 8, 2021.

28 ⁴ This is a conservative estimate given that these 22,286 putative class members were full-time
 employees. See Prather Decl. ¶ 4(a).

1 amount placed in controversy by Plaintiff's complaint because it is based on conservative assumptions
2 about Plaintiff's putative class allegations and does not account for, among other things, (a) part-time
3 or seasonal employees, (b) full-time and part-time or seasonal non-exempt employees who resigned or
4 were terminated after February 8, 2021, and (c) any recovery sought for failure to pay lawful wages
5 including failure to provide meal periods (First Cause of Action), failure to provide rest periods
6 (Second Cause of Action), failure to pay hourly wages (Third Cause of Action), failure to indemnify
7 (Fourth Cause of Action), failure to provide accurate written wage statements (Fifth Cause of Action),
8 sharing of liability with a labor contractor (Seventh Cause of Action), or violation of unfair competition
9 law (Eighth Cause of Action).

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

13 **III. THIS COURT HAS JURISDICTION AND REMOVAL TO THIS COURT IS PROPER**

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

- 16 a) This is a civil action which is a class action within the meaning of § 1332(d)(1)(B);
- 17 b) The action involves a putative class of at least 100 persons as required by §
18 1332(d)(5)(B);
- 19 c) The amount in controversy exceeds \$5 million, exclusive of interest and costs, as
20 required by § 1332(d)(2); and
- 21 d) At least one member of the putative class is a citizen of a state different from that
22 of any defendant as required by § 1332(d)(2)(A).

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

24 33. The United States District Court for Northern District of California is the federal judicial
25 district in which the San Francisco County Superior Court sits. This action was originally filed in the
26 San Francisco County Superior Court, rendering venue in this federal judicial district proper. 28 U.S.C.
27 § 84(c); *see also* 28 U.S.C. § 1441(a).

1 34. True and correct copies of the (a) Summons, (b) Class Action Complaint, (c) Civil Case
2 Cover Sheet, (d) Notice to Plaintiff, (e) Notice of Service of Process Transmittal, (f) Proof of Service
3 of Summons on Amazon.com, Inc., and (g) Proof of Service of Summons on Golden State FC, LLC
4 are attached as Exhibits A–G to the Declaration of Katherine V.A. Smith, filed concurrently herewith.
5 These filings constitute the complete record of all records and proceedings in the state court.

6 35. Upon filing the Notice of Removal, Amazon will furnish written notice to Plaintiff’s
7 counsel, and will file and serve a copy of this Notice with the Clerk of the San Francisco County
8 Superior Court, pursuant to 28 U.S.C. § 1446(d).

9
10 Dated: March 26, 2021

11 KATHERINE V.A. SMITH
12 MEGAN COONEY
13 HELEN AVUNJIAN
14 GIBSON, DUNN & CRUTCHER LLP

15 By: /s/ Katherine V.A. Smith
Katherine V.A. Smith

16 Attorneys for Defendants GOLDEN STATE FC, LLC
17 (now known as Amazon.com Services LLC) and
18 AMAZON.COM, INC.

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10 Attorneys for Defendants GOLDEN STATE FC, LLC
(now known as Amazon.com Services LLC) and
11 AMAZON.COM, INC.

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 LOVENIA SCOTT, on behalf of herself, all
others similarly situated,

16 Plaintiff,

17 v.

18 GOLDEN STATE, FC, LLC, a Delaware
19 Limited Liability Company; AMAZON.COM,
INC., a Delaware Corporation; and DOES 1
20 through 50, inclusive,

21 Defendants.

CASE NO. 3:21-cv-2147

**DECLARATION OF KATHERINE V.A.
SMITH IN SUPPORT OF DEFENDANTS
GOLDEN STATE FC, LLC (NOW KNOWN
AS AMAZON.COM SERVICES LLC) AND
AMAZON.COM, INC.'S NOTICE OF
REMOVAL OF CLASS ACTION**

(San Francisco Superior Court
Case No. CGC-21-589695)

Action Filed: February 8, 2021
Trial Date: None Set

1 I, Katherine V.A. Smith, hereby declare and state:

2 1. I am an attorney duly licensed to practice law before all the courts of the State of
3 California as well as the United States District Court for the Northern District of California. I am a
4 partner in the law firm of Gibson, Dunn & Crutcher LLP, and am one of the attorneys representing
5 Defendants Golden State FC, LLC (*now known as Amazon.com Services LLC*) and Amazon.com, Inc.
6 (together, “Amazon”) in the above-entitled action. Unless otherwise stated, I have personal knowledge
7 of the matters stated herein, and if asked to testify thereto, I would do so competently

8 2. Attached hereto as **Exhibit A** is a true and correct copy of the Summons in *Scott v.*
9 *Golden State, FC, LLC, et al.*, Case No. CGC-21-589695, filed on February 8, 2021.

10 3. Attached hereto as **Exhibit B** is a true and correct copy of the Class Action Complaint
11 in *Scott v. Golden State, FC, LLC, et al.*, Case No. CGC-21-589695, filed on February 8, 2021.

12 4. Attached hereto as **Exhibit C** is a true and correct copy of the Civil Case Cover Sheet
13 in *Scott v. Golden State, FC, LLC, et al.*, Case No. CGC-21-589695, filed on February 8, 2021.

14 5. Attached hereto as **Exhibit D** is a true and correct copy of the Notice to Plaintiff in *Scott*
15 *v. Golden State, FC, LLC, et al.*, Case No. CGC-21-589695, filed on February 8, 2021.

16 6. Attached hereto as **Exhibit E** is a true and correct copy of the Notice of Service of
17 Process Transmittal, reflecting that Plaintiff effected service of the Summons and Class Action
18 Complaint on Amazon on February 28, 2021.

19 7. In accordance with 28 U.S.C. § 1446(a), Exhibits A–E constitute “all process,
20 pleadings, and orders served upon Amazon in this action.

21 8. Attached hereto as **Exhibit F** is a true and correct copy of the Proof of Service of
22 Summons on Amazon.com, Inc. in *Scott v. Golden State, FC, LLC, et al.*, Case No. CGC-21-589695,
23 filed on March 3, 2021.

24 9. Attached hereto as **Exhibit G** is a true and correct copy of the Proof of Service of
25 Summons on Golden State FC, LLC in *Scott v. Golden State, FC, LLC, et al.*, Case No. CGC-21-
26 589695, filed on March 3, 2021.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 of America that the foregoing is true and correct and that I executed this Declaration on
3 March 26, 2021, at Los Angeles, California.

4
5 /s/ Katherine V.A. Smith
Katherine V.A. Smith

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EXHIBIT A

SUMMONS (CITACION JUDICIAL)

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

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

GOLDEN STATE FC, LLC., a Delaware Limited Liability Company; AMAZON.COM, INC., a Delaware Corporation; and DOES 1 through 50, inclusive

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

LOVENIA SCOTT, on behalf of herself, 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): Santa Clara
Old Courthouse
161 North First Street San Jose, CA 95113

CASE NUMBER: (Número del Caso):

CGC-21-589695

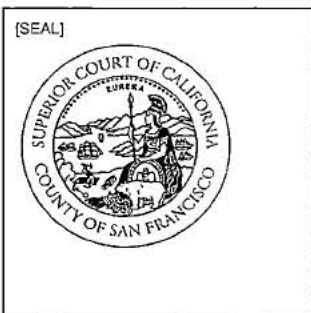
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DATE: February 8, 2021
(Fecha) **02/08/2021**

Clerk, by Deputy
(Secretario) **RONNIE OTERO** (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form 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): **AMAZON.COM, INC., a Delaware Corporation**
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) **2/10/2021**

Time Served: **1525**
Server: **DS 5401025**

EXHIBIT B

1 Shaun Setareh (SBN 204514)
 shaun@setarehlaw.com
 2 Thomas Segal (SBN 222791)
 thomas@setarehlaw.com
 3 Farrah Grant (SBN 293898)
 farrah@setarehlaw.com
 4 SETAREH LAW GROUP
 9665 Wilshire Blvd., Suite 430
 5 Beverly Hills, California 90212
 Telephone (310) 888-7771
 6 Facsimile (310) 888-0109

**ELECTRONICALLY
 FILED**

*Superior Court of California,
 County of San Francisco*

**02/08/2021
 Clerk of the Court**

**BY: RONNIE OTERO
 Deputy Clerk**

7 Attorneys for Plaintiff
 LOVENIA SCOTT
 8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 FOR THE COUNTY OF SAN FRANCISCO
 11 UNLIMITED JURISDICTION

CGC-21-589695

13 LOVENIA SCOTT, on behalf of herself, all
 others similarly situated,

Plaintiff,

15 vs.

16 GOLDEN STATE, FC, LLC., a Delaware
 17 Limited Liability Company; AMAZON.COM,
 18 INC., a Delaware Corporation; and DOES 1
 through 50, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Sharing of Liability with a Labor Contractor (Lab. Code § 2810.3)
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

1 COMES NOW, Plaintiff LOVENIA SCOTT (“Plaintiff”), on behalf of herself and all others
2 similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendant GOLDEN
5 STATE FC, LLC., AMAZON.COM, LLC., and DOES 1 through 50, inclusive (collectively
6 referred to as “Defendants”) for alleged violations of the Labor Code and Business and Professions
7 Code. As set forth below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide her and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the
13 regular rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to reimburse them for all necessary business expenses;
- 16 (7) failed to provide them with accurate written wage statements; and
- 17 (8) failed to pay them all of their final wages following separation of
18 employment.

19 Based on these alleged Labor Code violations, Plaintiff now brings this class action to
20 recover unpaid wages, restitution and related relief on behalf of herself and all others similarly
21 situated.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the monetary
24 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal
25 jurisdiction of the Superior Court of the State of California.

26 3. Venue is proper in San Francisco County because Defendants' are incorporated under
27 the laws of Delaware, do business in San Francisco County, and have not registered a California place
28 of business with the California Secretary of State. As such, venue is proper in any county in California.

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PARTIES

4. Plaintiff was employed by Defendants in the State of California.

5. Defendant GOLDEN STATE FC, LLC., is a Delaware corporation and does business in the State of California.

6. Defendant AMAZON.COM, INC., is a Delaware corporation and does business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff’s alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

CLASS ALLEGATIONS

10. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

1 11. **Relevant Time Period:** The relevant time period is defined as the time period
2 beginning four years prior to the filing of this action until judgment is entered.

3 **Hourly Employee Class:** All persons employed by Defendants and/or any staffing agencies
4 and/or any other third parties as warehouse employees in hourly or non-exempt positions in
California during the **Relevant Time Period**.

5 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a
6 shift in excess of five hours during the **Relevant Time Period**.

7 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift
8 of at least three and one-half (3.5) hours during the **Relevant Time Period**.

9 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class** members
10 employed by Defendants in California during the period beginning one year before
11 the filing of this action and ending when final judgment is entered.

12 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
13 separated from their employment with Defendants during the period beginning three
14 years before the filing of this action and ending when final judgment is entered.

15 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in California
16 during the **Relevant Time Period**.

17 **Expense Reimbursement Class:** All persons employed by Defendants in California who
18 incurred business expenses during the **Relevant Time Period**.

19 12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
20 right to amend or modify the class definitions with greater specificity, by further division into sub-
21 classes and/or by limitation to particular issues.

22 13. **Numerosity:** The class members are so numerous that the individual joinder of each
23 individual class member is impractical. While Plaintiff does not currently know the exact number
24 of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
25 exceeds the minimum required for numerosity under California law.

26 14. **Commonality and Predominance:** Common questions of law and fact exist as to
27 all class members and predominate over any questions which affect only individual class members.

28 These common questions include, but are not limited to:

A. Whether Defendants maintained a policy or practice of failing to provide
employees with their meal periods;

B. Whether Defendants maintained a policy or practice of failing to provide
employees with their rest periods;

- 1 C. Whether Defendants failed to pay premium wages to class members when
- 2 they have not been provided with required meal and/or rest periods;
- 3 D. Whether Defendants failed to pay minimum and/or overtime wages to class
- 4 members as a result of policies that fail to provide meal periods in accordance
- 5 with California law;
- 6 E. Whether Defendants failed to pay minimum and/or overtime wages to class
- 7 members for all time worked;
- 8 F. Whether Defendants failed to reimburse class members for all necessary
- 9 business expenses incurred during the discharge of their duties;
- 10 G. Whether Defendants failed to provide class members with accurate written
- 11 wage statements as a result of providing them with written wage statements
- 12 with inaccurate entries for, among other things, amounts of gross and net
- 13 wages, and total hours worked;
- 14 H. Whether Defendants applied policies or practices that result in late and/or
- 15 incomplete final wage payments;
- 16 I. Whether Defendants are liable to class members for waiting time penalties
- 17 under Labor Code section 203;
- 18 J. Whether class members are entitled to restitution of money or property that
- 19 Defendants may have acquired from them through unfair competition; and
- 20 K. Whether Amazon.com, Inc. should share all civil legal responsibility for all
- 21 workers supplied by Golden State FC, LLC for the payment of wages under
- 22 Labor Code section 2810.3.

23 15. **Typicality:** Plaintiff’s claims are typical of the other class members’ claims.
 24 Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of
 25 failing to comply with the Labor Code and Business and Professions Code as alleged in this
 26 Complaint.

27 16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
 28 that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class

1 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
2 and adequately represent and protect the interests of the other class members.

3 17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
4 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
5 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
6 behalf of Plaintiff and absent class members.

7 18. **Superiority:** A class action is vastly superior to other available means for fair and
8 efficient adjudication of the class members' claims and would be beneficial to the parties and the
9 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
10 and efficiently prosecute their common claims in a single forum without the unnecessary
11 duplication of effort and expense that numerous individual actions would entail. In addition, the
12 monetary amounts due to many individual class members are likely to be relatively small and would
13 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
14 Moreover, a class action will serve an important public interest by permitting class members to
15 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
16 potential for inconsistent or contradictory judgments inherent in individual litigation.

17 **GENERAL ALLEGATIONS**

18 19. Plaintiff worked for Defendants as a non-exempt, hourly employee from
19 approximately October 31, 2016 through January 10, 2019. Plaintiff worked as a Logistics
20 Specialist in Defendants' warehouse located in Vacaville, California. Plaintiff was responsible for
21 ensuring that inbound trucks were offloaded in a timely and proper manner at Defendants'
22 warehouse, ensuring that outbound trucks were loaded correctly and were dispatched in a timely
23 and efficient manner, ensuring that any truck carrying a load from the warehouse that was out on
24 the road and experiencing problems was taken care of, creating reports concerning logistics
25 activities conducted at the warehouse that were sent to management, as well as monitoring and
26 attending to myriad other problems occurring at the worksite, including, occasionally, on the
27 production floor.

28 ///

1 **Shortened Meal Periods**

2 20. Plaintiff and the putative class members were not provided with meal periods of at
3 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
4 scheduling each meal period as part of each work shift; (2) no formal written meal and rest period
5 policy that encouraged employees to take their meal and rest periods; and (3) practice of requiring
6 Plaintiff and the putative class to carry around and listen to their walkie talkies during breaks to
7 ensure work duties were being managed without incident.

8 21. Plaintiff alleges that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of requiring Plaintiff and the putative class to carry
10 around and listen to their walkie talkies at all times to ensure work tasks were going smoothly.

11 22. Accordingly, Plaintiff and the putative class were provided with shortened meal
12 periods due to the time spent listening and responding to work-related obligations on their walkie
13 talkies.

14 23. Plaintiff further alleges that, at relevant times during the applicable limitations
15 period, Defendants maintained a policy or practice of disciplining Plaintiff and members of the
16 putative class, up to and including termination, if they did not clock back in from their meal
17 periods on time.

18 24. Because meal periods were organized in such a way that Plaintiff and the putative
19 class took their breaks at the same time as many other employees, lines of people would form at
20 the computer system where employees would swipe their badge to clock in and out. These lines
21 could take as long as ten (10) to fifteen (15) minutes, substantially limiting the time available to
22 Plaintiff and the putative class members to take their meal period. Plaintiff and the putative class
23 were denied a full, thirty (30) minute meal period due to the line of other workers that would form
24 when it was time to clock back in to work.

25 25. Plaintiff alleges that, at relevant times during the applicable limitations period, due
26 to Defendants above-mentioned policy or practice, Plaintiff and the putative class did not receive
27 their full thirty (30) minutes uninterrupted meal periods that they were entitled under California
28 law.

1 **Missed Rest Periods**

2 26. Plaintiff and the putative class members were not provided with rest periods of at
3 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
4 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
5 understaffing each work shift with not enough workers; (3) imposing so much work on each
6 employee such that it made it unlikely that an employee would be able to take their breaks if they
7 wanted to finish their work on time; (4) no formal written meal and rest period policy that
8 encouraged employees to take their meal and rest periods; and (5) requiring that Plaintiff and the
9 putative class members maintain a walkie talkie on their person at all times to respond immediately
10 to any and all work related situations happening at any given moment.

11 27. Plaintiff and the putative class members were instructed by Defendants to take a
12 break if and when "they could get it." However, the immense volume of work to be completed
13 prevented Plaintiff and the putative class members from ever taking their break. Plaintiff and the
14 putative class members did not have scheduled rest breaks, and could never leave their work
15 unattended to take their break due to the constant demands placed on them by Defendants.

16 28. As a result of Defendants' policies and/or practices, Plaintiff and the putative class
17 were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each
18 four (4) hours worked due to complying with Defendants' productivity requirements that required
19 Plaintiff and the putative class to work through their rest periods in order to complete their
20 assignments on time.

21 **Expense Reimbursement**

22 29. Plaintiff and the putative class members were required to utilize their own personal
23 cell phones to perform their job duties.

24 30. Plaintiff and the putative class members routinely used their personal cell phones to
25 look up pertinent work information and communicate regarding work related tasks.

26 31. Defendants failed to reimburse Plaintiff and the putative class for such necessary
27 business expenses incurred by them in the use of their personal cell phones.

28 ///

Wage Statements

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2 32. Plaintiff and the putative class were not provided with accurate wage statements as
3 mandated by law pursuant to Labor Code section 226.

4 33. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
5 earned” were not accurately reflected in that: all hours worked, including overtime, were not
6 included.

7 34. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
8 worked by the employee” were not accurately reflected in that: all hours worked, including
9 overtime, were not included.

10 35. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
11 earned” were not accurately reflected in that: all hours worked, including overtime, were not
12 included.

13 36. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
16 overtime, were not included.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 204, 223, 226.7, 512 and 1198)

(Plaintiff and Meal Period Sub-Class)

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21 37. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
22 fully alleged herein.

23 38. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
24 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
25 Code and the applicable Industrial Welfare Commission Wage Order.

26 39. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
27 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
28 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period

1 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
2 minutes for each work period of ten hours.

3 40. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
4 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to
5 work during required meal periods and require employers to pay non-exempt employees an hour of
6 premium wages on each workday that the employee is not provided with the required meal period.

7 41. Compensation for missed meal periods constitutes wages within the meaning of
8 Labor Code section 200.

9 42. Labor Code section 1198 makes it unlawful to employ a person under conditions that
10 violate the applicable Wage Order.

11 43. Section 11 of the applicable Wage Order states:

12 “No employer shall employ any person for a work period of more than five (5) hours
13 without a meal period of not less than 30 minutes, except that when a work period of
14 not more than six (6) hours will complete the day’s work the meal period may be
15 waived by mutual consent of the employer and employee. Unless the employee is
16 relieved of all duty during a 30 minute meal period, the meal period shall be
17 considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
18 period shall be permitted only when the nature of the work prevents an employee
19 from being relieved of all duty and when by written agreement between the parties
20 an on-the-job paid meal period is agreed to. The written agreement shall state that
21 the employee may, in writing, revoke the agreement at any time.”

18 44. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
19 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
20 members were not subject to valid on-duty meal period agreements with Defendants.

21 45. Plaintiff alleges that, at all relevant times during the applicable limitations period,
22 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
23 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
24 each five (5) hour work period, as required by Labor Code section 512 ad the applicable Wage
25 Order.

26 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
28 **Class** members when they worked five (5) hours without clocking out for any meal period.

1 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
2 Defendants maintained a policy or practice of automatically deducting one-half hour for a meal
3 period from the paychecks of **Meal Period Sub-Class** members on each day they worked,
4 regardless of whether or not they were able to take an uninterrupted, duty-free meal period.

5 48. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
6 **Class** members additional premium wages at the employees' regular rates of pay when required
7 meal periods were not provided.

8 49. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
9 and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon,
10 and costs of suit.

11 50. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
12 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
13 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PROVIDE REST PERIODS**

16 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

17 **(Plaintiff and Rest Period Sub-Class)**

18 51. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 52. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
21 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
22 Code and the applicable Wage Order.

23 53. Section 12 of the applicable Wage Order imposes an affirmative obligation on
24 employers to permit and authorize employees to take required rest periods at a rate of no less than
25 ten minutes of net rest time for each four hour work period, or major fraction thereof, that must be
26 in the middle of each work period insofar as practicable.

27 54. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
28 employers from requiring employees to work during required rest periods and require employers to

1 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on
2 each workday that the employee is not provided with the required rest period(s).

3 55. Compensation for missed rest periods constitutes wages within the meaning of Labor
4 Code section 200.

5 56. Labor Code section 1198 makes it unlawful to employ a person under conditions that
6 violate the Wage Order.

7 57. Plaintiff alleges that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
9 with net rest period of at least ten minutes for each four hour work period, or major fraction thereof,
10 as required by the applicable Wage Order.

11 58. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
12 **Class** members additional premium wages when required rest periods were not provided.

13 59. Specifically, Defendants written policies do not provide that employees may take a
14 rest period for each four hours worked, or major fraction thereof, and that rest periods should be
15 taken in the middle of each work period insofar as practicable.

16 60. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
17 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
18 costs of suit.

19 61. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
20 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
21 **Rest Period Sub-Class** members, seek to recover reasonable attorneys' fees.

22 THIRD CAUSE OF ACTION

23 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

24 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

25 **(Plaintiff and Hourly Employee Class)**

26 62. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
27 herein.

28 63. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have

1 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
2 applicable Wage Order.

3 64. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
4 which an employee is subject to the control of the employer, and includes all the time the employee
5 is suffered or permitted to work, whether or not required to do so.”

6 65. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
7 employees at least the minimum wage set forth therein for all hours worked, which consist of all
8 hours that an employer has actual or constructive knowledge that employees are working.

9 66. Labor Code section 1194 invalidates any agreement between an employer and an
10 employee to work for less than the minimum or overtime wage required under the applicable Wage
11 Order.

12 67. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
13 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in
14 addition to the underlying unpaid minimum wages and interest thereon.

15 68. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
16 than the minimum wage required under the applicable Wage Order for all hours worked during a
17 payroll period.

18 69. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
19 person acting either individually or as an officer, agent or employee of another person, to pay an
20 employee, or cause an employee to be paid, less than the applicable minimum wage.

21 70. Labor Code section 1198 makes it unlawful for employers to employ employees
22 under conditions that violate the applicable Wage Order.

23 71. Labor Code section 204 requires employers to pay non-exempt employees their
24 earned wages for the normal work period at least twice during each calendar month on days the
25 employer designates in advance and to pay non-exempt employees their earned wages for labor
26 performed in excess of the normal work period by no later than the next regular payday.

27 72. Labor Code section 223 makes it unlawful for employers to pay their employees
28 lower wages than required by contract or statute while purporting to pay them legal wages.

1 73. Labor Code section 510 and Section 3 of the applicable Wage Order require
2 employees to pay non-exempt employees overtime wages of no less than one and one-half times
3 their respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
4 hours worked in excess of forty hours in one workweek, and/or for the first eight hours worked on
5 the seventh consecutive day of one workweek.

6 74. Labor Code section 510 and Section 3 of the applicable Wage Order also require
7 employers to pay non-exempt employees overtime wages of no less than two times their respective
8 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
9 worked in excess of eight hours on a seventh consecutive workday during the workweek.

10 75. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
11 centrally devised policies and practices to her and **Hourly Employee Class** members with respect
12 to working conditions and compensation arrangements.

13 76. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
14 **Employee Class** members for all time worked, including but not limited to, overtime hours at
15 statutory and/or agreed rates.

16 77. At all relevant times during the applicable limitations period, Defendants maintained
17 a policy or practice of deducting one-half hour from Plaintiff's timecard on every workday for a
18 meal period, regardless of whether or not Plaintiff was provided with a legally complaint,
19 uninterrupted meal period.

20 78. As a result of Defendants' policy or practice of deducting one-half hour from
21 employees' timecards for every workday for a meal period, Plaintiff and **Hourly Employee Class**
22 members were required to perform off-the-clock work that Defendants either knew or should have
23 known they were working.

24 79. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time
25 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or
26 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiff for all
27 overtime hours worked.

28 80. Plaintiff is informed and believes that, at all relevant times during the applicable

1 limitations period, Defendants maintained a policy or practice of not paying hourly wages to
2 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours
3 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

4 81. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
5 **Employee Class** members all earned wages every pay period at the correct rates, including
6 overtime rates, because Defendants directed, permitted or otherwise encouraged Plaintiff and
7 **Hourly Employee Class** members to perform off-the-clock work.

8 82. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
9 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
10 full amount of wages earned during each pay period during the applicable limitations period,
11 including overtime wages.

12 83. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
13 behalf of herself and **Hourly Employee Class** members, seek to recover unpaid straight time and
14 overtime wages, interest thereon and costs of suit.

15 84. The regular rate of pay under California law includes all remuneration for
16 employment paid to, on behalf of, the employee. This requirement includes but is not limited to,
17 meal and rest break premiums.

18 85. During the applicable limitations period, Defendants violated the rights of Plaintiff
19 and **Hourly Employee Class** members under the above-referenced Labor Code sections by failing
20 to pay them overtime wages for all overtime hours worked in violation of Labor Code sections 510,
21 1194 and 1198 by not correctly calculating their regular rate of pay to include all applicable
22 remuneration, including but not limited to, meal and rest break premiums.

23 86. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
24 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
25 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

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FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code § 2802)

(Plaintiff and Expense Reimbursement Class)

87. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

88. Labor Code section 2802(a) states:

“An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

89. At all relevant times during the applicable limitations period, Plaintiff and the **Expense Reimbursement Class** members incurred necessary business-related expenses and costs, including but not limited to, use of their personal cell phones.

90. Plaintiff is informed and believes that, during the applicable limitations period, Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense Reimbursement Class** members for all necessary business expenses.

91. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to restitution for all unpaid amounts due and owing to within four years of the date of the filing of the Complaint and until the date of entry of judgment.

92. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seek interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees pursuant to Code of Civil Procedure section 1021.5.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

93. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

1 94. Labor Code section 226(a) states:

2 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
3 his or her employee, either as a detachable part of the check, draft, or voucher paying
4 the employee’s wages, or separately if wages are paid by personal check or cash, an
5 accurate itemized statement in writing showing (1) gross wages earned, (2) total
6 hours worked by the employee, except as provided in subdivision (j), (3) the number
7 of piece-rate units earned and any applicable piece rate if the employee is paid on a
8 piece-rate basis, (4) all deductions, provided that all deductions made on written
9 orders of the employee may be aggregated and shown as one item, (5) net wages
10 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
11 name of the employee and only the last four digits of his or her social security
12 number or an employee identification number other than a social security number,
13 (8) the name and address of the legal entity that is the employer and, if the employer
14 is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the corresponding number
of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if
the employer is a temporary services employer as defined in Section 201.3, the rate
of pay and the total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or other indelible
form, properly dated, showing the month, day, and year, and a copy of the statement
and the record of the deductions shall be kept on file by the employer for at least
three years at the place of employment or at a central location within the State of
California. For purposes of this subdivision, ‘copy’ includes a duplicate of the
itemized statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.”

15 95. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize
16 the “detachable part of the check” provision and the “accurate itemized statement in writing”
17 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
18 employee retains the right to elect to receive a written paper stub or record and that those who are
19 provided with electronic wage statements retain the ability to easily access the information and
20 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
21 Letter July 6, 2006).

22 96. Plaintiff is informed and believes that, at all relevant times during the applicable
23 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
24 members with written wage statements as described above.

25 97. Plaintiff is informed and believes that Defendants’ failure to provide her and **Wage**
26 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
27 that Defendants have the ability to provide them with accurate wage statements but have
28 intentionally provided them with written wage statements that Defendants have known do not

1 comply with Labor Code section 226(a).

2 98. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
3 in that Defendants have violated their legal rights to receive accurate wage statements and have
4 misled them about their actual rates of pay and wages earned. In addition, inaccurate information
5 on their wage statements have prevented immediate challenges to Defendants' unlawful pay
6 practices, has required discovery and mathematical computations to determine the amount of wages
7 owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or
8 has led to the submission of inaccurate information about wages and deductions to federal and state
9 government agencies.

10 99. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
11 **Statement Penalties Sub-Class** members, seek the greater of actual damages or \$50.00 for the
12 initial pay period in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each
13 subsequent pay period in which a violation of Labor Code section 226(a) occurred, not to exceed an
14 aggregate penalty of \$4000.00 per class member, as well as awards of reasonable attorneys' fees
15 and costs.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

18 **(Lab. Code §§ 201-203)**

19 **(Plaintiff and Waiting Time Penalties Sub-Class)**

20 100. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
21 herein.

22 101. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
23 have been entitled, upon the end of their employment with Defendants, to timely payment of all
24 wages earned and unpaid before termination or resignation.

25 102. At all relevant times, pursuant to Labor Code section 201, employees who have been
26 discharged have been entitled to payment of all final wages immediately upon termination.

27 103. At all relevant times, pursuant to Labor Code section 202, employees who have
28 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to

1 payment of all final wages at the time of resignation.

2 104. At all relevant times, pursuant to Labor Code section 202, employees who have
3 resigned after giving less than seventy-two (72) hours' notice of resignation have been entitled to
4 payment of all final wages within seventy-two (72) hours of giving notice of resignation.

5 105. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
6 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

7 106. Plaintiff is informed and believes that, at all relevant time during the applicable
8 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
9 members all of their final wages in accordance with the Labor Code.

10 107. Plaintiff is informed and believes that, at all relevant times during the applicable
11 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
12 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
13 sections 201 or 202 by failing to timely pay them all final wages.

14 108. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
15 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
16 willful in that Defendants have the ability to pay final wages in accordance with Labor Code
17 sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible
18 with those requirements.

19 109. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
20 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their
21 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

22 110. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
23 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
24 **Class** members, seek awards of reasonable attorneys' fees and costs.

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SEVENTH CAUSE OF ACTION

SHARING OF LIABILITY WITH A LABOR CONTRACTOR

(Lab. Code §§ 2810.3)

(Plaintiff and Hourly Employee Class)

111. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

112. Labor Code section 2810.3(b) states, “A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for...[t]he payment of wages.”

113. Labor Code section 2810.3(c) states: “A client employer shall not shift to the labor contractor any legal duties or liabilities under Division 5 (commencing with Section 6300) with respect to workers supplied by the labor contractor.”

114. Labor Code section 2810.3(a)(1)(A) states: “‘Client employer’ means a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.”

115. Labor Code section 2810.3(a)(3) states: “‘Labor contractor’ means an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business.”

116. Labor Code section 2810.3(a)(4) states: “‘Wages’ has the same meaning provided by Section 200 and all sums payable to an employee or the state based upon any failure to pay wages, as provided by law.”

117. Labor Code section 2810.3(a)(6) states: “‘Usual course of business’ means the regular and customary work of a business, performed within or upon the premises or worksite of the client employer.”

118. At least 30 days prior to filing a civil action against a client employer for violations covered by this section, Plaintiff notified the client employer of violations under Labor Code section 2810.3. Plaintiff sent a letter notifying Defendants of violations on December 9, 2020.

119. Defendant Golden State FC, LLC served as a labor contractor under Labor Code

1 section 2810.3 by providing workers to Defendant Amazon.com, Inc.'s locations at set times to
2 perform regular and customary duties in the usual course of its business, including but not limited to
3 ensuring that inbound trucks were offloaded in a timely and proper manner at Defendants'
4 warehouse, ensuring that outbound trucks were loaded correctly and were dispatched in a timely
5 and efficient manner, ensuring that any truck carrying a load from the warehouse that was out on
6 the road and experiencing problems was taken care of, creating reports concerning logistics
7 activities conducted at the warehouse that were sent to management, as well as monitoring and
8 attending to myriad other problems occurring at the worksite, including, occasionally, on the
9 production floor.

10 120. As such, Amazon.com, Inc. is a client employer within the meaning of Labor Code
11 section 2810.3(a)(1)(A).

12 121. Defendant Amazon.com, Inc. is required under Labor Code section 2810.3 to share
13 with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that
14 labor contractor for the payment of wages.

15 122. Defendant Amazon.com, Inc. had no meal or rest break policies for staffing
16 employees during the relevant time period.

17 123. Plaintiff and the putative class members were not provided with meal periods of at
18 least thirty (30) minutes for each five (5) hour work period due in part to (1) Defendants' policy of
19 not scheduling each meal period as part of each work shift; (2) no formal written meal and rest
20 period policy that encouraged employees to take their meal periods; and (3) practice of requiring
21 Plaintiff and the putative class to carry around and listen to their walkie talkies during breaks to
22 ensure work duties were being managed without incident.. As a result of Defendants' policy,
23 Plaintiff and the putative class were regularly not provided with uninterrupted meal periods of at
24 least thirty (30) minutes for each five (5) hours worked.

25 124. Plaintiff and the putative class members were not provided with rest periods of at
26 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
27 Defendants' policy of not scheduling each rest period as part of each work shift; (2) understaffing
28 each work shift with not enough workers; (3) imposing so much work on each employee such that it

1 made it unlikely that an employee would be able to take their breaks if they wanted to finish their
2 work on time; and (4) no formal written rest period policy that encouraged employees to take their
3 rest periods; and (5) requiring that Plaintiff and the putative class members maintain a walkie talkie
4 on their person at all times to respond immediately to any and all work related situations happening
5 at any given moment. As a result of Defendants' policy, Plaintiff and the putative class were
6 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
7 hours worked.

8 125. Plaintiff and the putative class were not provided with accurate wage statements as
9 mandated by law pursuant to Labor Code section 226.

10 126. Defendants failed to pay Plaintiff all of her final wages in accordance with the Labor
11 Code. Defendants have maintained a policy or practice of paying members their final wages without
12 regard to the requirements of Labor Code sections 201 or 202.

13 **EIGHTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

16 **(Plaintiff and UCL Class)**

17 127. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
18 herein.

19 128. Business and Professions Code section 17200 defines "unfair competition" to
20 include any unlawful business practice.

21 129. Business and Professions Code section 17203-17204 allow a person who has lost
22 money or property as a result of unfair competition to bring a class action in accordance with Code
23 of Civil Procedure section 382 to recover money or property that may have been acquired from
24 similarly situated persons by means of unfair competition.

25 130. California law requires employers to pay hourly, non-exempt employees for all hours
26 they are permitted or suffered to work, including hours that the employer knows or reasonable
27 should know that employees have worked.

28 131. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,

1 SECOND, THIRD, FOURTH, FIFTH and SIXTH causes of action herein.

2 132. Plaintiff lost money or property as a result of the aforementioned unfair competition.

3 133. Defendants have or may have acquired money by means of unfair competition.

4 134. Plaintiff is informed and believes and thereupon alleges that by committing the
5 Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215,
6 216, 225, 226.6, 354, 408, 553, 1175, 1199 and 2802, which make it a misdemeanor to commit the
7 Labor Code violations alleged herein.

8 135. Defendants have committed criminal conduct through their policies and practices of,
9 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
10 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
11 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,
12 and by failing to reimburse them for all expenses.

13 136. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
14 employees and entitled to the full protections of both the Labor Code and the applicable Wage
15 Order.

16 137. Defendants' unlawful conduct as alleged in this Complaint amounts to and
17 constitutes unfair competition within the meaning of Business and Professions Code section 17200
18 *et seq.* Business and Professions Code sections 17200 *et seq.* protects against unfair competition
19 and allows a person who has suffered an injury-in-fact and has lost money or property as a result of
20 an unfair, unlawful or fraudulent business practice to seek restitution on her own behalf and on
21 behalf of similarly situated persons in a class action proceeding.

22 138. As a result of Defendants' violations of the Labor Code during the applicable
23 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
24 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
25 conduct.

26 139. Plaintiff is informed and believes that other similarly situated persons have been
27 subject to the same unlawful policies or practices of Defendants.

28 140. Due to the unfair and unlawful business practices in violation of the Labor Code,

1 Defendants have gained a competitive advantage over other comparable companies doing business
2 in the State of California that comply with their legal obligations.

3 141. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
4 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
5 violates or is considered unlawful under any other state or federal law.

6 142. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
7 request the issuance of temporary, preliminary and permanent injunctive relief enjoining
8 Defendants, and each of them, and their agents and employees, from further violations of the Labor
9 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek
10 an order permanently enjoining Defendants, and each of them, and their respective agents and
11 employees, from further violations of the Labor Code and applicable Industrial Welfare
12 Commission Wage Orders.

13 143. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
14 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
15 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
16 and unfair business practices.

17 144. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
18 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
19 reasonable attorneys' fees in connection with their unfair competition claims.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
22 relief and judgment against Defendants as follows:

- 23 (1) An order that the action be certified as a class action;
24 (2) An order that Plaintiff be appointed class representative;
25 (3) An order that counsel for Plaintiff be appointed class counsel;
26 (4) Unpaid wages;
27 (5) Actual damages;
28 (6) Liquidated damages;

- 1 (7) Restitution;
- 2 (8) Declaratory relief;
- 3 (9) Pre-judgment interest;
- 4 (10) Statutory penalties;
- 5 (11) Costs of suit;
- 6 (12) Reasonable attorneys' fees; and
- 7 (13) Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

8
9 Plaintiff, on behalf of herself and all other similarly situated, hereby demands a jury trial on
10 all issues so triable.

11
12 Dated: February 8, 2021

SETAREH LAW GROUP

DocuSigned by:

Shaun S. Setareh

43B53C4C1D4B4A5...
 SHAUN SETAREH
 THOMAS SEGAL
 FARRAH GRANT
 Attorneys for Plaintiff
 LOVENIA SCOTT

28

EXHIBIT C

DocuSign Envelope ID: 40E01850-755E-437C-B79A-751A0E6A3E71

Shaun Setareh (SBN #204514)
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ATTORNEY FOR (Name): LOVENIA SCOTT

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California, County of San Francisco

02/08/2021
Clerk of the Court
BY: RONNIE OTERO
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
STREET ADDRESS: 161 North First Street
MAILING ADDRESS: 161 North First Street
CITY AND ZIP CODE: San Jose, CA 95113
BRANCH NAME: Old Courthouse

CASE NAME:
LOVENIA SCOTT v. GOLDEN STATE, FC, LLC et al.

CIVIL CASE COVER SHEET
Unlimited (Amount demanded exceeds \$25,000)
Limited (Amount demanded is \$25,000)

Complex Case Designation
Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CGC-21-589695

JUDGE:
DEPT.:

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: Auto (22), Uninsured motorist (46), Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: Asbestos (04), Product liability (24), Medical malpractice (45), Other PI/PD/WD (23), Non-PI/PD/WD (Other) Tort: Business tort/unfair business practice (07), Civil rights (08), Defamation (13), Fraud (16), Intellectual property (19), Professional negligence (25), Other non-PI/PD/WD tort (35), Employment: Wrongful termination (36), Other employment (15)
Contract: Breach of contract/warranty (06), Rule 3.740 collections (09), Other collections (09), Insurance coverage (18), Other contract (37), Real Property: Eminent domain/Inverse condemnation (14), Wrongful eviction (33), Other real property (26), Unlawful Detainer: Commercial (31), Residential (32), Drugs (38), Judicial Review: Asset forfeiture (05), Petition re: arbitration award (11), Writ of mandate (02), Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): Antitrust/Trade regulation (03), Construction defect (10), Mass tort (40), Securities litigation (28), Environmental/Toxic tort (30), Insurance coverage claims arising from the above listed provisionally complex case types (41), Enforcement of Judgment: Enforcement of judgment (20), Miscellaneous Civil Complaint: RICO (27), Other complaint (not specified above) (42), Miscellaneous Civil Petition: Partnership and corporate governance (21), Other petition (not specified above) (43)

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. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. 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): Eight

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: February 8, 2021

Shaun Setareh (TYPE OR PRINT NAME)

Shaun S. Setareh (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.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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 D

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: JUL-14-2021
TIME: 10:30AM
PLACE: Department 610
400 McAllister Street
San Francisco, CA 94102-3680

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed and served twenty-five days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at www.sfsuperiorcourt.org under Online Services.**

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.

(SEE LOCAL RULE 4)

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at www.sfsuperiorcourt.org/divisions/civil/dispute-resolution or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

Superior Court Alternative Dispute Resolution Administrator
400 McAllister Street, Room 103-A
San Francisco, CA 94102
(415) 551-3869

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.

EXHIBIT E



Notice of Service of Process

Transmittal Number: 22823211
Date Processed: 02/28/2021

Primary Contact: Ms. Lynn Radliff
Amazon.Com, Inc.
440 Terry Ave N
Seattle, WA 98109-5210

Electronic copy provided to: Michelle King
Eugide Matondo
Lynn Foley-Jefferson
Maria Catana
Joell Parks
Theresa Nixon
Marcela Viegas
Rochelle Lewis
Stephanie Habben
Vivian Ching
Jesse Jensen
Kimberly Thomas
Stephen Swisher
Sara Rawson
Rebecca Hartley
Lizette Fernandez
Karen Curtis
Gianmarco Vairo

Entity: Amazon.com, Inc.
Entity ID Number 1662773

Entity Served: Amazon.Com, Inc.

Title of Action: Lovenia Scott vs. Golden State, FC, LLC.

Matter Name/ID: Lovenia Scott vs. Golden State, FC, LLC. (11001368)

Document(s) Type: Summons/Complaint

Nature of Action: Class Action

Court/Agency: San Francisco County Superior Court, CA

Case/Reference No: CGC-21-589695

Jurisdiction Served: Delaware

Date Served on CSC: 02/26/2021

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Shaun Setareh
310-888-7771

Client Requested Information: Amazon Case Type: Class Action

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

EXHIBIT F

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): none , none Law Office of Shaun Setareh 9665 Wilshire Blvd., Suite 430 Beverly Hills, CA 90212 TELEPHONE NO.: (310)888-7771 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY ELECTRONICALLY FILED <i>Superior Court of California, County of San Francisco</i> 03/03/2021 Clerk of the Court BY: YOLANDA TABO-RAMIREZ Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, San Francisco County 400 McAllister Street San Francisco, CA 94102	
PLAINTIFF/PETITIONER: Lovenia Scott, et al. DEFENDANT/RESPONDENT: Golden State, FC, LLC, et al.	CASE NUMBER: CGC-21-589695
<p style="text-align: center;">PROOF OF SERVICE OF SUMMONS</p>	Ref. No. or File No.: GOLDEN STATE WH

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Complaint, Civil Case Cover Sheet, Summons, Notice of Case Management Conference

3. a. Party served: AMAZON.COM, INC., a Delaware Corporation

b. Person Served: Lynanne Gares—CSC - Person Authorized to Accept Service of Process

4. Address where the party was served: 251 Little Falls Dr.
Wilmington, DE 19808

5. I served the party

a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 02/26/2021 (2) at (time): 3:25PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

AMAZON.COM, INC., a Delaware Corporation
under: CCP 416.10 (corporation)

7. Person who served papers

a. Name: Danielle Stevens
b. Address: One Legal - P-000618-Sonoma
1400 North McDowell Blvd, Ste 300
Petaluma, CA 94954

c. Telephone number: 415-491-0606

d. The fee for service was: \$ 130.00

e I am:

(1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 02/26/2021

Danielle Stevens
(NAME OF PERSON WHO SERVED PAPERS)

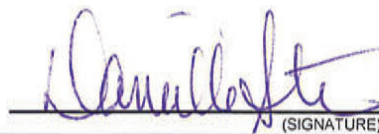

(SIGNATURE)

EXHIBIT G

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): none , none Law Office of Shaun Setareh 9665 Wilshire Blvd., Suite 430 Beverly Hills, CA 90212 TELEPHONE NO.: (310)888-7771 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY ELECTRONICALLY FILED <i>Superior Court of California, County of San Francisco</i> 03/03/2021 Clerk of the Court BY: YOLANDA TABO-RAMIREZ Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, San Francisco County 400 McAllister Street San Francisco, CA 94102	
PLAINTIFF/PETITIONER: Lovenia Scott, et al. DEFENDANT/RESPONDENT: Golden State, FC, LLC, et al.	CASE NUMBER: CGC-21-589695
<p style="text-align: center;">PROOF OF SERVICE OF SUMMONS</p>	Ref. No. or File No.: GOLDEN STATE WH

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Complaint, Civil Case Cover Sheet, Summons, Notice of Case Management Conference
3. a. Party served: GOLDEN STATE, FC, LLC., a Delaware Limited Liability Company
 - b. Person Served: Lynanne Gares—CSC - Person Authorized to Accept Service of Process
4. Address where the party was served: 251 Little Falls Dr.
Wilmington, DE 19808
5. I served the party
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 02/26/2021 (2) at (time): 3:25PM
6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

GOLDEN STATE, FC, LLC., a Delaware Limited Liability Company
 under: Other: Limited Liability Company

7. Person who served papers

- a. Name: Danielle Stevens
- b. Address: One Legal - P-000618-Sonoma
1400 North McDowell Blvd, Ste 300
Petaluma, CA 94954
- c. Telephone number: 415-491-0606
- d. The fee for service was: \$ 130.00
- e I am:
 - (1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 02/26/2021

Danielle Stevens

(NAME OF PERSON WHO SERVED PAPERS)


 (SIGNATURE)

1 KATHERINE V.A. SMITH, SBN 247866
ksmith@gibsondunn.com
2 HELEN AVUNJIAN, SBN 300284
havunjian@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 MEGAN COONEY, SBN 295174
mcooney@gibsondunn.com
7 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
8 Irvine, CA 92612-4412
Telephone: 949.451.3800
9 Facsimile: 949.451.4220

10 Attorneys for Defendants GOLDEN STATE FC, LLC
(now known as Amazon.com Services LLC) and
11 AMAZON.COM, INC.

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 LOVENIA SCOTT, on behalf of herself, all
others similarly situated,

16 Plaintiff,

17 v.

18 GOLDEN STATE, FC, LLC, a Delaware
19 Limited Liability Company; AMAZON.COM,
INC., a Delaware Corporation; and DOES 1
20 through 50, inclusive,

21 Defendants.

CASE NO. 3:21-cv-2147

**DECLARATION OF DENICIA "JP"
PRATHER IN SUPPORT OF DEFENDANTS
GOLDEN STATE FC, LLC (NOW KNOWN
AS AMAZON.COM SERVICES LLC) AND
AMAZON.COM, INC.'S NOTICE OF
REMOVAL OF CLASS ACTION**

(San Francisco Superior Court
Case No. CGC-21-589695)

Action Filed: February 8, 2021
Trial Date: None Set

I, Denicia "JP" Prather, 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.com Services LLC as a Human Resources Manager. In this role, I am responsible for, among other things, providing general human resources support to Amazon.com Services LLC associates at all job levels at the DPS1 facility. I have been employed by Amazon.com Services LLC since February 2016. In my position as Human Resources Manager, I have access to the business records and data discussed in this Declaration.

3. Plaintiff Lovenia Scott was employed by Golden State FC, LLC (now known as Amazon.com Services LLC) and Amazon.com, Inc. (together, "Amazon") as a permanent, full-time non-exempt employee from October 31, 2016 until January 12, 2019. Information maintained by Amazon reflects that Ms. Scott resides in Oakland, California.

4. Using information maintained by Amazon, I determined the following:

a. Approximately 22,286 permanent, full-time, non-exempt individuals employed by Amazon in California either were discharged or resigned between February 8, 2018 and February 8, 2021.

b. The average hourly pay rate for those 22,286 full-time, non-exempt employees in California who were either discharged or resigned during the three-year time period was \$15.65.

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 Riverside, CA, on this 22 day of March, 2021.

DocuSigned by:
Denicia "JP" Prather
62727010-1A3-1P Prather

104457514 1

1 KATHERINE V.A. SMITH, SBN 247866
ksmith@gibsondunn.com
2 HELEN AVUNJIAN, SBN 300284
havunjian@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 MEGAN COONEY, SBN 295174
mcooney@gibsondunn.com
7 GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
8 Irvine, CA 92612-4412
Telephone: 949.451.3800
9 Facsimile: 949.451.4220

10 Attorneys for Defendants GOLDEN STATE FC, LLC
(now known as Amazon.com Services LLC) and
11 AMAZON.COM, INC.

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 LOVENIA SCOTT, on behalf of herself, all
others similarly situated,

16 Plaintiff,

17 v.

18 GOLDEN STATE, FC, LLC, a Delaware
19 Limited Liability Company; AMAZON.COM,
INC., a Delaware Corporation; and DOES 1
20 through 50, inclusive,

21 Defendants.

CASE NO. 3:21-cv-2147

**DECLARATION OF ZANE BROWN IN
SUPPORT OF DEFENDANTS GOLDEN
STATE FC, LLC (NOW KNOWN AS
AMAZON.COM SERVICES LLC) AND
AMAZON.COM, INC.'S NOTICE OF
REMOVAL OF CLASS ACTION**

(San Francisco Superior Court
Case No. CGC-21-589695)

Action Filed: February 8, 2021
Trial Date: None Set

1 I, Zane Brown, declare as follows:

2 1. I am a Vice President and Associate General Counsel of Amazon Corporate, LLC. I am
3 competent to testify, and make this declaration based on my personal knowledge of the facts set forth
4 in this Declaration or known them in my capacity as an employee based on corporate records that
5 Golden State FC, LLC (*now known as Amazon.com Services LLC*) and Amazon.com, Inc. (together,
6 “Amazon”) maintain in the regular course of business. I make this declaration in support of Amazon’s
7 Notice of Removal of Class Action.

8 2. According to business records available to me, effective January 1, 2019, Golden State
9 FC, LLC merged with Amazon.com Services, Inc. and retained the name Amazon.com Services, Inc.
10 Further, effective December 30, 2019, Amazon.com Services, Inc. changed its name to Amazon.com
11 Services LLC. Amazon.com Services LLC is a limited liability company organized under the laws of
12 Delaware. Its principal place of business is located in Seattle, Washington. Amazon.com, Inc. is the
13 sole member of Amazon.com Services LLC and Amazon.com Services LLC is wholly owned by
14 Amazon.com, Inc. Amazon.com, Inc. is a Delaware corporation with its principal place of business in
15 Seattle, Washington. The Washington headquarters are staffed by the corporate officers and executives
16 of Amazon.com, Inc., who are responsible for overseeing Amazon’s activities.

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

19 Executed at Seattle, Washington, on this ²⁵ day of March, 2021.

20
21 DocuSigned by:
Zane Brown
22 _____
DDF214FDD377494Zane Brown

23 104471014 1
24
25
26
27
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CIVIL COVER SHEET

The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SCOTT, LOVENIA

(b) County of Residence of First Listed Plaintiff Alameda County, California (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Shaun Setareh; Thomas Segal; Farrah Grant 310.888.7771
SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430, Beverly Hills, CA 90212

DEFENDANTS

GOLDEN STATE FC, LLC and AMAZON.COM, INC.

County of Residence of First Listed Defendant King County, Washington (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Katherine V.A. Smith; Megan Cooney; 213.229.7000
Helen Avunjian
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like 110 Insurance, 310 Airplane, 625 Drug Related Seizure, etc.

V. ORIGIN (Place an "X" in 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-Transfer
7 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Sections 1332, 1441, and 1446; amount in controversy exceeds \$5 million
Brief description of cause:
Employment litigation removed under CAFA, 28 U.S.C. §§ 1332,1441, 1453

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$5 million plus
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE See concurrently filed Notice of Pendency of Related Actions
DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)
[X] SAN FRANCISCO/OAKLAND
[] SAN JOSE
[] EUREKA-MCKINLEYVILLE

DATE March 26, 2021

SIGNATURE OF ATTORNEY OF RECORD /s/ Katherine V.A. Smith

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 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 in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate 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 Federal Rule of Civil Procedure 8(a), 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.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 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.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 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-CAND 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.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. 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.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”

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

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10 Attorneys for Defendants GOLDEN STATE FC, LLC
(now known as Amazon.com Services LLC) and
11 AMAZON.COM, INC.

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 LOVENIA SCOTT, on behalf of herself, all
others similarly situated,

16 Plaintiff,

17 v.

18 GOLDEN STATE, FC, LLC, a Delaware
19 Limited Liability Company; AMAZON.COM,
INC., a Delaware Corporation; and DOES 1
20 through 50, inclusive,

21 Defendants.

CASE NO. 3:21-cv-2147

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I, Wendy S. Mills, 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 March 26, 2021, I served the following document(s):

DEFENDANTS GOLDEN STATE FC, LLC (NOW KNOWN AS AMAZON.COM SERVICES LLC) AND AMAZON.COM, INC.’S NOTICE OF REMOVAL OF CLASS ACTION

DECLARATION OF KATHERINE V.A. SMITH IN SUPPORT OF DEFENDANTS GOLDEN STATE FC, LLC (NOW KNOWN AS AMAZON.COM SERVICES LLC) AND AMAZON.COM, INC.’S NOTICE OF REMOVAL OF CLASS ACTION

DECLARATION OF DENICIA “JP” PRATHER IN SUPPORT OF DEFENDANTS GOLDEN STATE FC, LLC (NOW KNOWN AS AMAZON.COM SERVICES LLC) AND AMAZON.COM, INC.’S NOTICE OF REMOVAL OF CLASS ACTION

DECLARATION OF ZANE BROWN IN SUPPORT OF DEFENDANTS GOLDEN STATE FC, LLC (NOW KNOWN AS AMAZON.COM SERVICES LLC) AND AMAZON.COM, INC.’S NOTICE OF REMOVAL OF CLASS ACTION

CIVIL COVER SHEET

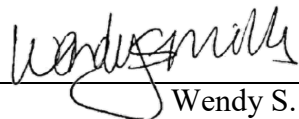
on the parties stated below, by the following means of service:

Shaun Setareh
Thomas Segal
Farrah Grant
SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430
Beverly Hills, CA 90212

Attorneys for Plaintiff
Tel 310.888.7771
Fax 310.888.0109
shaun@setarehlaw.com
thomas@setarehlaw.com
farrah@setarehlaw.com

- BY OVERNIGHT DELIVERY:** On the above-mentioned date, I caused the documents to be enclosed in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses shown above. I caused the envelope or package to 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 March 26, 2021.



Wendy S. Mills

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims California Amazon Workers Denied Proper Breaks, Expense Reimbursement](#)
