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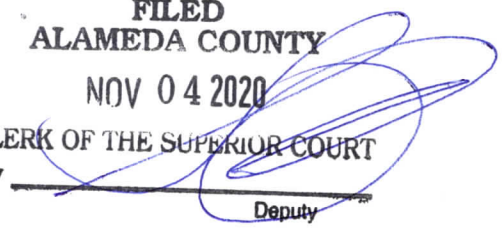
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**ENDORSED
FILED
ALAMEDA COUNTY**

NOV 04 2020

CLERK OF THE SUPERIOR COURT

By  Deputy

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JUSTIN INOSTROZA and MACKENZIE
GRISSOM, on behalf of other aggrieved
employees,

Plaintiff,

v.

AMAZON.COM INC., a Delaware corporation;
AMAZON.COM SERVICES LLC, a Delaware
limited liability corporation; AMAZON WEB
SERVICES, INC., a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO. RG20062641

**FIRST AMENDED COMPLAINT FOR
VIOLATION OF LABOR CODE §§ 2698 *et*
seq. ("PRIVATE ATTORNEY GENERAL
ACT")**

Judge: Winifred Smith
Dept: 21

Complaint filed: May 29th, 2020
Trial Date: None Set

1 Plaintiffs Justin Inostroza and MacKenzie Grissom (“Plaintiffs”) hereby submit this Complaint
2 against Amazon.com Inc., Amazon.com Services LLC, and/or Amazon Web Services, Inc., and DOES
3 1-100 (hereinafter collectively referred to as “Defendants” or “Amazon”) as aggrieved employees, on
4 behalf of all other current and former aggrieved California employees of Amazon.com Inc.,
5 Amazon.com Services LLC, and/or Amazon Web Services, Inc. (collectively, “Amazon”) improperly
6 classified as independent contractors and improperly not treated as employees who sell their own
7 products or products purchased from other companies or websites for and on Amazon, including by and
8 through and on its website, or who resell Amazon.com products for and on Amazon, including by and
9 through and on its website, including by using Fulfillment by Amazon, and other similar order
10 fulfillment services that Amazon provides. Plaintiffs seek to represent these groups of aggrieved
11 employees described above in order to seek civil penalties under California Labor Code § 2699.3 for
12 the employees and the State of California.

13 INTRODUCTION

14 1. Plaintiffs are informed and believe and based thereon allege that Defendants
15 Amazon.com Inc., Amazon.com Services LLC, and/or Amazon Web Services, Inc., and the other
16 Defendants sued herein as DOES 1-100, jointly and severally, have acted intentionally and with
17 deliberate indifference and conscious disregard to the rights of all employees in regard to the
18 misclassification of aggrieved employees as independent contractors and the lawful provision of meal
19 periods, rest periods, regular time wages, minimum wages, overtime wages, accurate itemized wage
20 statements, timely payment of wages, reimbursement of work-related expenses, and penalties thereon.

21 2. Plaintiffs are informed and believe and thereon allege that Defendants have engaged in,
22 among other things, a system of willful violations of the California Labor Code and applicable IWC
23 wage orders by creating and maintaining policies, practices and customs that did not comply with the
24 Labor Code and IWC Wage Orders regarding the misclassification of aggrieved employees as
25 independent contractors and the lawful provision of meal periods, rest periods, regular time wages,
26 minimum wages, overtime wages, accurate itemized wage statements, timely payment of wages,
27 reimbursement of work-related expenses, and penalties thereon.

1 **VENUE**

2 3. Venue is proper because Defendants conduct business throughout the State of California,
3 including in the County of Alameda and Defendants do not designate a principal place or county of
4 business in California. Plaintiff Grissom is a resident of Alameda County.

5 **PARTIES**

6 4. Plaintiffs performed the work of an employee for Amazon (though they have not been
7 paid as employees nor have they been provided the benefits and protections of the California Labor
8 Code during this time) and have done so within the past year when they were selling products in ways
9 described above and below on Amazon.com using Fulfillment by Amazon or other similar Amazon
10 programs and procedures regarding order fulfillment. Mr. Inostroza sold items under his own name, not
11 under a company name, and was paid as an individual directly by Amazon through a 1099. Mr. Inostroza
12 sold items solely through Amazon – he did not have his own website nor did he sell products through
13 any other marketplace or website. Mr. Inostroza often would visit discount retailers, whether at actual
14 stores or on online retailers, and find items there to re-sell on Amazon, including by using the Amazon
15 Seller Central app feature and selling these items using Fulfillment by Amazon and other seller services
16 and supply and distribution and shipping services that Amazon provides. Mr. Inostroza worked about
17 20-30 hours per week selling items for Amazon and through Fulfillment by Amazon. Mr. Inostroza
18 spent a lot of time locating items to sell for Amazon, as well as on the very time-consuming process of
19 filling out detailed forms and answering questions in order to obtain a mailing label from Amazon.
20 When one of Mr. Inostroza's items are sold using Fulfillment by Amazon, there is no branding to Mr.
21 Inostroza, nor does he receive any contact information for the buyers and these become in essence the
22 customers of Amazon. These facts apply similarly to other aggrieved employees of Amazon who were
23 not treated or paid as employees by Amazon but who were actually employees of Amazon and not paid
24 properly under the California Labor Code.

25 5. Mr. Inostroza, and the other such aggrieved employees of Amazon, are and were subject
26 to Amazon's policies, procedures, and requirements and controlled by these policies, procedures, and
27 requirements for selling products, including what they could sell, what they could not sell, how they
28 could describe the products, the pricing of the products and the percentage of sales of the products—all

1 these things of which were set and controlled by Amazon. Amazon has benefitted from Mr. Inostroza's
2 work and employment, and the work of other aggrieved employees and workers, and Mr. Inostroza, and
3 the other aggrieved employees, were required to meet Amazon's sales tiers and quotas. Mr. Inostroza,
4 and the other aggrieved employees, must follow Amazon's requirements regarding product type,
5 product description, delivery, packaging, warranties, returns, among other things. Further, Amazon
6 required that Mr. Inostroza and other aggrieved employees store their products at Amazon distribution
7 centers, package their products in Amazon packages, and include Amazon on invoices to the customers
8 as well.

9 6. Plaintiffs bring this action on behalf of other similarly situated and aggrieved persons
10 who, since one year prior to the submission of notice to the California Labor and Workforce
11 Development Agency ("LWDA") to the present and continuing forward, on behalf of himself and all
12 other current and former aggrieved California employees of Amazon.com Inc., Amazon.com Services
13 LLC, and/or Amazon Web Services, Inc. improperly classified as independent contractors and
14 improperly not treated as employees who sell their own products or products purchased from other
15 companies or websites for and on Amazon, including by and through and on its website, or who resell
16 Amazon.com products for and on Amazon, including by and through and on its website, including by
17 using Fulfillment by Amazon, and other similar order fulfillment services that Amazon provides.
18 Plaintiffs and all other current and former aggrieved employees doing performing this work should have
19 been classified as employees of Amazon, as Plaintiffs seek to represent these groups of aggrieved
20 employees described above in order to seek civil penalties under California Labor Code § 2699.3 for
21 the employees and the State of California.

22 7. Plaintiffs allege that Defendants failed to abide by the California Labor Code for work
23 performed in California by willfully misclassifying Plaintiff and other aggrieved employees as
24 independent contractors.

25 8. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for
26 work performed in California by failing to pay any and all minimum wages, contractual/assignment
27 wages, and overtime wages by virtue of improperly misclassifying Plaintiffs and other aggrieved
28 employees as independent contractors. Further, Amazon required employees to incur necessary

1 business expenses, including but not limited to the use of personal mobile phones, personal computers,
2 internet access, and mileage, in the course of discharging official duties, but then did not reimburse them
3 for all these expenses, thus reducing the employees' wages. Specifically, Amazon did not pay all
4 minimum wages, contractual/assignment wages, and overtime wages as a result of failing to pay for on-
5 duty meal and rest periods, failing to pay for non-compliant meal and rest periods at the required
6 premium rate of pay, failing to pay overtime wages for hours worked more than eight hours per work
7 day and more than forty hours per workweek, and failing to pay wages for other off-the-clock work.

8 9. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for
9 work performed in California by failing to provide legally-compliant meal periods, and failing to pay
10 premium wages for missed, late, shortened, on duty, and on-the-premises meal and rest periods, pursuant
11 to Labor Code §§ 226.7, 512, and the applicable IWC wage order. Violations include, and are not
12 limited to: requiring employees to miss meal periods, take meal periods after the end of their fifth hour
13 of work, and not allowing employees to take full 30 minute, off-duty, uninterrupted meal periods; not
14 paying for on-duty meal periods and rest periods; not paying for non-compliant meal and rest periods at
15 the required premium rate of pay; and by failing to have a policy or practice that pays meal and rest
16 period premium wages in compliance with California law. Specifically, Amazon did not authorize and
17 permit duty-free meal breaks or rest breaks, including meal breaks of at least 30 minutes and rest breaks
18 that comply with the timing set forth in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th.
19 1004. Amazon did not have policies that they communicated to each worker and employee authorizing
20 and permitting duty-free meal breaks or rest breaks, including meal breaks of at least 30 minutes and
21 rest breaks that comply with the timing set forth in *Brinker*. Amazon failed to provide the aggrieved
22 employees meal breaks and rest breaks in accordance with California law and failed to have policies or
23 procedures for these aggrieved employees regarding their right to meal breaks and rest breaks in
24 compliance with California law. Amazon further did not comply with the obligation to keep accurate
25 records of meal breaks for the workers or their employees.

26 10. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for
27 work performed in California by failing to maintain accurate employment records for aggrieved
28 employees. Specifically, Amazon failed to accurately and correctly record the actual start and end of

1 meal breaks for aggrieved employees, including what time was duty-free or hours worked, failed to
2 accurately and correctly record the end of the workday for each employee, failed to accurately and
3 correctly record all overtime wages owed and paid, including payment of overtime wages at the accurate
4 rate of pay, failed to accurately and correctly record all premium wages owed and paid, and failed to
5 accurately and correctly record all wages earned in the applicable pay period, among other things,
6 causing harm to their employees.

7 11. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for
8 work performed in California by failing to reimburse and indemnify work related expenses and losses
9 of aggrieved employees including but not limited to the use of personal mobile phones, personal
10 computers, internet access, and mileage, in the course of discharging official duties. Specifically,
11 Amazon failed to have policies that reimbursed employees for mobile phones, despite Amazon regularly
12 communicating with employees by calling them on mobile phones, texting them, and emailing them.
13 Amazon failed to have policies that reimbursed employees for home computer use. Amazon failed to
14 have policies for reimbursing employees for work related mileage. Amazon failed to fully reimburse
15 employees for mobile phones, despite Amazon regularly communicating with employees by calling
16 them on mobile phones, texting them, and emailing them. Amazon failed to fully reimburse employees
17 for home computer use. Amazon failed to fully reimburse employees for work related mileage. Amazon
18 also charged monthly user fees to use the FBA application for \$39.99 per month, forced Plaintiffs to
19 incur shipping costs for shipping items, in addition to Amazon storage, disposal, and other miscellaneous
20 fees. Finally, Amazon could unilaterally decide to sell the item for a lower amount if it did not sell
21 within a certain time frame, thus shifting any “loss” to Plaintiffs and aggrieved employees in violation
22 of California law.

23 12. Plaintiffs further allege that Defendants violated Labor Code §§ 201-204, 210, 221-224,
24 225.5 by failing to timely pay any and all minimum wages, contractual/assignment wages, and overtime
25 wages by virtue of improperly misclassifying Plaintiffs and other aggrieved employees as independent
26 contractors. Further, Amazon required employees to incur necessary business expenses, including but
27 not limited to the use of personal mobile phones, personal computers, internet access, mileage, monthly
28 FBA app fees, shipping costs, storage fees, and other fees charged by Amazon in the course of

1 discharging official duties, but then did not reimburse them for all these expenses, thus reducing the
2 employees' wages. Specifically, Amazon did not pay all minimum wages, contractual/assignment
3 wages, and overtime wages as a result of failing to pay for on-duty meal and rest periods, failing to pay
4 for non-compliant meal and rest periods at the required premium rate of pay, failing to pay overtime
5 wages for hours worked more than eight hours per work day and more than forty hours per workweek,
6 and failing to pay wages for other off-the-clock work

7 13. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for
8 work performed in California by failing to provide itemized and accurate wage statements, including by
9 failing to state the proper rates of pay, the amount of wages earned and paid, the hours worked, the
10 overtime hours worked, the rates of pay, proper deductions, pay for reimbursements, and meal and rest
11 period premiums.

12 14. Plaintiffs Justin Inostroza and MacKenzie Grissom were and are victims of the policies,
13 practices and customs of Defendants complained of above and in this action in ways that have deprived
14 them of the rights guaranteed to him by California Labor Code §§ 201-204, 210, 221-224, 225.5, 226,
15 226.3, 226.4, 226.7, 226.8, 227.3, 450, 510, 512, 558, 1174, 1174.5, 1193.5, 1193.6, 1194, 1194.2,
16 1194.5, 1197, 1198, 2698-2699, 2802, 2804, and the applicable wage order(s) issued by the Industrial
17 Welfare Commission.

18 15. Plaintiffs are informed and believe and based thereon allege that Defendant Amazon.com
19 Inc. was and is a Delaware corporation with its headquarters located at Seattle, Washington that is
20 registered with the California Secretary of State and does business in the State of California, including
21 in the County of Alameda, and employed Plaintiffs and other similarly situated non-exempt employees
22 throughout the State of California as further defined herein.

23 16. Plaintiffs are informed and believe and based thereon allege that Defendant Amazon.com
24 Services LLC is a Delaware limited liability corporation with its headquarters located at Seattle,
25 Washington that is registered with the California Secretary of State and does business in the State of
26 California, including in the County of Alameda, and employed Plaintiffs and other similarly situated
27 non-exempt employees throughout the State of California as further defined herein.

1 17. Plaintiffs are informed and believe and based thereon allege that Defendant Amazon Web
2 Services, Inc. is a Delaware corporation with its headquarters located at Seattle, Washington that is
3 registered with the California Secretary of State and does business in the State of California, including
4 in the County of Alameda, and employed Plaintiffs and other similarly situated non-exempt employees
5 throughout the State of California as further defined herein.

6 18. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned
7 Defendants and DOES 1 through 100, are and were corporations, business entities, individuals, and
8 partnerships, licensed to do business and actually doing business in the State of California.

9 19. Plaintiffs do not know the true names or capacities, whether individual, partner or
10 corporate, of the Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said
11 Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this complaint
12 when the true names and capacities are known. Plaintiffs are informed and believe and thereon allege
13 that each of said fictitious Defendants was responsible in some way for the matters alleged herein and
14 proximately caused Plaintiffs and members of the general public and the group of similarly situated
15 employees as further defined herein, to be subject to the illegal employment practices, wrongs and
16 injuries complained of herein.

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

22 21. Plaintiffs are informed and believe and based thereon allege that at all times material
23 hereto, each of the Defendants named herein was the joint employer, agent, employer, alter ego and/or
24 joint venturer of, or working in concert with each of the other Co-Defendants and was acting within the
25 course and scope of such agency, employment, joint venture, or concerted activity. To the extent said
26 acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
27 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 2698-2699

(Against All Defendants By Plaintiff)

23. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 22 as though fully set forth herein.

24. This claim for relief is brought pursuant to Labor Code §§ 2698-2699 which is the California Private Attorney General Act of 2004 (“PAGA”).

25. Under PAGA, any aggrieved employee may bring a representative action as a private attorney general on behalf of the general public, including all other aggrieved employees, to recover civil penalties for their employers' violations of the California Labor Code and IWC Wage Orders. These civil penalties are in addition to any other relief available under the California Labor Code, and must be allocated 75% to the State of California's LWDA and 25% to the aggrieved workers, pursuant to California Labor Code § 2699.

26. Plaintiffs bring this action on behalf of other similarly situated and aggrieved persons who, since one year prior to the submission of notice to the California LWDA to the present and continuing forward, have been, or currently are employed in California (or doing the work of employees in California even if classified as independent contractors) by Defendants.

27. Plaintiffs allege that Defendants failed to abide by the California Labor Code for work performed in California by willfully misclassifying Plaintiff and other aggrieved employees as independent contractors.

28. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for work performed in California by failing to pay any and all minimum wages, contractual/assignment

1 wages, and overtime wages by virtue of improperly misclassifying Plaintiffs and other aggrieved
2 employees as independent contractors. Further, Amazon required employees to incur necessary
3 business expenses, including but not limited to the use of personal mobile phones, personal computers,
4 internet access, and mileage, shipping and app fees, in the course of discharging official duties, but then
5 did not reimburse them for all these expenses, thus reducing the employees' wages. Specifically,
6 Amazon did not pay all minimum wages, contractual/assignment wages, and overtime wages as a result
7 of failing to pay for on-duty meal and rest periods, failing to pay for non-compliant meal and rest periods
8 at the required premium rate of pay, failing to pay overtime wages for hours worked more than eight
9 hours per work day and more than forty hours per workweek, failing to pay wages for other off-the-
10 clock work, and failing to pay wages timely and upon termination.

11 29. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for
12 work performed in California by failing to provide legally-compliant meal periods, and failing to pay
13 premium wages for missed, late, shortened, on duty, and on-the-premises meal and rest periods, pursuant
14 to Labor Code §§ 226.7, 512, and the applicable IWC wage order. Violations include, and are not
15 limited to: requiring employees to miss meal periods, take meal periods after the end of their fifth hour
16 of work, and not allowing employees to take full 30 minute, off-duty, uninterrupted meal periods; not
17 paying for on-duty meal periods and rest periods; not paying for non-compliant meal and rest periods at
18 the required premium rate of pay; and by failing to have a policy or practice that pays meal and rest
19 period premium wages in compliance with California law. Specifically, Amazon did not authorize and
20 permit duty-free meal breaks or rest breaks, including meal breaks of at least 30 minutes and rest breaks
21 that comply with the timing set forth in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th.
22 1004. Amazon did not have policies that they communicated to each worker and employee authorizing
23 and permitting duty-free meal breaks or rest breaks, including meal breaks of at least 30 minutes and
24 rest breaks that comply with the timing set forth in *Brinker*. Amazon failed to provide the aggrieved
25 employees meal breaks and rest breaks in accordance with California law and failed to have policies or
26 procedures for these aggrieved employees regarding their right to meal breaks and rest breaks in
27 compliance with California law. Amazon further did not comply with the obligation to keep accurate
28 records of meal breaks for the workers or their employees.

1 30. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for
2 work performed in California by failing to maintain accurate employment records for aggrieved
3 employees. Specifically, Amazon failed to accurately and correctly record the actual start and end of
4 meal breaks for aggrieved employees, including what time was duty-free or hours worked, failed to
5 accurately and correctly record the end of the workday for each employee, failed to accurately and
6 correctly record all overtime wages owed and paid, including payment of overtime wages at the accurate
7 rate of pay, failed to accurately and correctly record all premium wages owed and paid, and failed to
8 accurately and correctly record all wages earned in the applicable pay period, among other things,
9 causing harm to their employees.

10 31. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for
11 work performed in California by failing to reimburse and indemnify work related expenses and losses
12 of aggrieved employees including but not limited to the use of personal mobile phones, personal
13 computers, internet access, and mileage, app, storage, and shipping fees in the course of discharging
14 official duties. Specifically, Amazon failed to have policies that reimbursed employees for mobile
15 phones, despite Amazon regularly communicating with employees by calling them on mobile phones,
16 texting them, and emailing them. Amazon failed to have policies that reimbursed employees for home
17 computer use. Amazon failed to have policies for reimbursing employees for work related mileage.
18 Amazon failed to fully reimburse employees for mobile phones, despite Amazon regularly
19 communicating with employees by calling them on mobile phones, texting them, and emailing them.
20 Amazon failed to fully reimburse employees for home computer use. Amazon failed to fully reimburse
21 employees for work related mileage.

22 32. Plaintiffs further allege that Defendants failed to abide by the California Labor Code for
23 work performed in California by failing to provide itemized and accurate wage statements, including by
24 failing to state the proper rates of pay, the amount of wages earned and paid, the hours worked, the
25 overtime hours worked, the rates of pay, proper deductions, pay for reimbursements, and meal and rest
26 period premiums.

27 33. Plaintiff Justin Inostroza and MacKenzie Grissom are victims of the policies, practices
28 and customs of Defendants complained of above and in this action in ways that have deprived him of

1 the rights guaranteed to him by California Labor Code §§ 201-204, 210, 221-224, 225.5, 226, 226.3,
2 226.4, 226.7, 226.8, 227.3, 450, 510, 512, 558, 1174, 1174.5, 1193.5, 1193.6, 1194, 1194.2, 1194.5,
3 1197, 1198, 2698-2699, 2802, 2804, and the applicable wage order(s) issued by the Industrial Welfare
4 Commission.

5 34. Pursuant to Labor Code § 2699(a), Plaintiffs are aggrieved employees, on behalf of
6 themselves and other current or former employees pursuant to the procedures specified in Section
7 2699.3, seeks recovery of all applicable civil penalties for Defendants' violation of Labor Code §§ 201-
8 204, 210, 221-224, 225.5, 226, 226.3, 226.4, 226.7, 226.8, 227.3, 450, 510, 512, 558, 1174, 1174.5,
9 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1198, 2698-2699, 2802, 2804, and the applicable wage
10 order(s) issued by the Industrial Welfare Commission.

11 35. As aggrieved employees, Plaintiffs seek to serve as a representative of the general public
12 to enforce and uphold California's wage and hour laws as a private attorney general as expressly
13 permitted by Labor Code §§ 2698, *et seq.*, pursuant to PAGA. Plaintiffs have complied with all notice
14 provisions and is an aggrieved employee as required by PAGA to serve as a private attorney general and
15 representative on behalf of the general public, and recover all penalties and damages that otherwise are
16 reserved for the DLSE, the California DIR, or the Labor Commissioner of the State of California. On
17 or about March 17, 2020, May 29, 2020, and August 6, 2020, either Plaintiff Inostroza or both Plaintiff
18 Inostroza and Grissom gave written notice to Defendants and to the LWDA by certified mail. A true
19 and correct copy of the written Notice dated March 17, 2020 is attached hereto as **Exhibit A**. A true
20 and correct copy of the written Notice dated May 29, 2020 is attached hereto as **Exhibit B**. A true and
21 correct copy of the written Noticed dated August 6, 2020 is attached hereto as **Exhibit C**. All Notices
22 are incorporated by reference into this Complaint.

23 36. Plaintiffs waited in excess of sixty-five (65) calendar days for any notice from the LWDA
24 that it intended to intervene, in accordance with Labor Code § 2699.3(a), and has not received any such
25 notice. Plaintiffs also waited in excess of thirty-three (33) days for written notice that Defendants had
26 cured the violations, in accordance with Labor Code § 2699.3(c), and they have not received any such
27 notice. Accordingly, Plaintiffs file this Complaint as specifically permitted by Labor Code §§
28 2699.3(a)(2)(A) and 2699.3(c)(2)(A).

37. Pursuant to Labor Code § 2699(f), Plaintiffs, as aggrieved employees, on behalf of themselves and all other current or former aggrieved employees pursuant to the procedures specified in Section 2699.3 seeks recovery of all applicable civil penalties set forth in the relevant code provisions.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, as aggrieved employees, on behalf of themselves and other current or former aggrieved employees pursuant to the procedures specified in Section 2699.3, pray for judgment as follows:

1. Upon the First Cause of Action, for the aggrieved employees for civil penalties only pursuant to California Labor Code §§ 2698-2699 as set forth in California Labor Code §§ 201-204, 210, 221-224, 225.5, 226, 226.3, 226.4, 226.7, 226.8, 227.3, , 450, 510, 512, 558, 1174, 1174.5, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, 1198, 2698-2699, 2802, and 2804, and for attorney's fees and interest and costs of litigation;

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

DATED: November 3, 2020

CHRISTINA HUMPHREY LAW, P.C.
LAW OFFICES OF PETER M. HART

Christina I. Humphrey

By: _____
Christina A. Humphrey
Peter M. Hart
Attorneys for Plaintiffs Justin Inostroza
and MacKenzie Grissom

EXHIBIT A

LAW OFFICES OF PETER M. HART

12121 WILSHIRE BLVD., SUITE 725

LOS ANGELES, CA 90025

Tel.: (310) 478 – 5789

Fax: (509) 561 – 6441

March 17, 2020

SENT VIA CERTIFIED MAIL & VIA ELECTRONIC UPLOAD

Electronic Notice

California Labor & Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

Web Address: <http://www.dir.ca.gov/Private-Attorneys-General-Act.html>

Internal Upload: <https://dir.tfaforms.net/128>

Re: ***Justin Inostroza v. Amazon.com Inc.; Amazon.com Services LLC; Amazon Web Services, Inc.***

Notice of PAGA Claims Pursuant to Labor Code § 2699.3

To Whom It May Concern:

Please be advised that this office is counsel to Justin Inostroza (“Mr. Inostroza”) and that all future communications should be directed to this office.

Notice is hereby provided as required by California Labor Code § 2699.3, that Mr. Inostroza, on behalf of himself and all other current and former aggrieved California employees improperly classified as independent contractors and improperly not treated as employees who resell Amazon.com products for Amazon.com or who sell their own products through Amazon using Fulfillment by Amazon, and other similar order fulfillment services that Amazon provides, and should have been classified as employees of Amazon.com Inc., Amazon.com Services LLC, and/or Amazon Web Services, Inc. (collectively, “Amazon”), as Mr. Inostroza seeks to represent these groups of aggrieved employees described above in order to seek civil penalties under California Labor Code § 2699.3 for the employees and the State of California. Mr. Inostroza currently performs the work of an employee for Amazon (though he has not been paid as employee nor has he been provided the benefits and protections of the California Labor Code during this time) and has done so for the past year performed when selling products on Amazon.com using Fulfillment by Amazon or other similar Amazon programs and procedures regarding order fulfillment. Mr. Inostroza, and the other such aggrieved employees of Amazon, are subject to Amazon’s policies, procedures, and requirements and controlled by these policies, procedures, and requirements for selling products. Amazon has benefitted from Mr. Inostroza’s work and employment, and the work of other aggrieved employees and workers, and Mr. Inostroza, and the other aggrieved employees, were

required to meet Amazon's sales tiers and quotas. Mr. Inostroza, and the other aggrieved employees, must follow Amazon's requirements regarding product type, delivery, packaging, warranties, among other things. Further, Amazon required that Mr. Inostroza and other aggrieved employees store their products at Amazon distribution centers, package their products in Amazon packages, and include Amazon on invoices to the customers as well.

Mr. Inostroza alleges that Amazon has violated, and continues to violate, the provisions of the California Labor Code and Wage Orders promulgated by the Industrial Welfare Commission, by improperly misclassifying him and other Amazon employees as independent contractors when he, and the other aggrieved employees like him, are and should be presumed to be employees for the work they are doing under *Dynamex Operations West Inc. v. Superior Court of Los Angeles*, 4 Cal.5th 903 (2018) and California statutory law. Mr. Inostroza also alleges that Amazon has violated, and continues to violate, the provisions of the California Labor Code and Wage Orders promulgated by the Industrial Welfare Commission for other aggrieved employees. The group of aggrieved employees includes all persons who, since one year prior to the date of the submission of this letter to the present and continuing forward, have been, or currently are employed in California (or doing the work of employees in California even if classified as independent contractors) by Amazon.

Amazon is liable for civil penalties under Labor Code §§ 2698-2699 for the following violations for all the aggrieved employees described above:

1. Violated Labor Code § 226.8 by willfully misclassifying Mr. Inostroza and other aggrieved employees as independent contractors.

2. Violated Labor Code §§ 510, 558, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, and 1198, by failing to pay any and all minimum wages, contractual/assignment wages, and overtime wages by virtue of improperly misclassifying Mr. Inostroza and other aggrieved employees as independent contractors. Further, Amazon required employees to incur necessary business expenses, including but not limited to the use of personal mobile phones, personal computers, internet access, and mileage, in the course of discharging official duties, but then did not reimburse them for all these expenses, thus reducing the employees' wages. Specifically, Amazon did not pay all minimum wages, contractual/assignment wages, and overtime wages as a result of failing to pay for on-duty meal and rest periods, failing to pay for non-compliant meal and rest periods at the required premium rate of pay, failing to pay overtime wages for hours worked more than eight hours per work day and more than forty hours per workweek, and failing to pay wages for other off-the-clock work.

3. Violated Labor Code §§ 226.7, 512, 558, 1194.5 by failing to provide legally-compliant meal periods, and failing to pay premium wages for missed, late, shortened, on duty, and on-the-premises meal and rest periods, pursuant to Labor Code §§ 226.7, 512, and the applicable IWC wage order. Violations include, and are not limited to: requiring employees to miss meal periods, take meal periods after the end of their fifth

hour of work, and not allowing employees to take full 30 minute, off-duty, uninterrupted meal periods; not paying for on-duty meal periods and rest periods; not paying for non-compliant meal and rest periods at the required premium rate of pay; and by failing to have a policy or practice that pays meal and rest period premium wages in compliance with California law. Specifically, Amazon did not authorize and permit duty-free meal breaks or rest breaks, including meal breaks of at least 30 minutes and rest breaks that comply with the timing set forth in *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th. 1004 (2012). Amazon did not have policies that they communicated to each worker and employee authorizing and permitting duty-free meal breaks or rest breaks, including meal breaks of at least 30 minutes and rest breaks that comply with the timing set forth in *Brinker*. Amazon failed to provide the aggrieved employees meal breaks and rest breaks in accordance with California law and failed to have policies or procedures for these aggrieved employees regarding their right to meal breaks and rest breaks in compliance with California law. Amazon further did not comply with the obligation to keep accurate records of meal breaks for the workers or their employees.

4. Violated Labor Code §§ 226, 1174, 1174.5, and 1194.5 by failing to maintain accurate employment records for aggrieved employees. Specifically, Amazon failed to accurately and correctly record the actual start and end of meal breaks for aggrieved employees, including what time was duty-free or hours worked, failed to accurately and correctly record the end of the workday for each employee, failed to accurately and correctly record all overtime wages owed and paid, including payment of overtime wages at the accurate rate of pay, failed to accurately and correctly record all premium wages owed and paid, and failed to accurately and correctly record all wages earned in the applicable pay period, among other things, causing harm to their employees.

5. Violated Labor Code §§ 1194.5, 2802, and 2699 by failing to reimburse and indemnify work related expenses and losses of aggrieved employees including but not limited to the use of personal mobile phones, personal computers, internet access, and mileage, in the course of discharging official duties. Specifically, Amazon failed to have policies that reimbursed employees for mobile phones, despite Amazon regularly communicating with employees by calling them on mobile phones, texting them, and emailing them. Amazon failed to have policies that reimbursed employees for home computer use. Amazon failed to have policies for reimbursing employees for work related mileage. Amazon failed to fully reimburse employees for mobile phones, despite Amazon regularly communicating with employees by calling them on mobile phones, texting them, and emailing them. Amazon failed to fully reimburse employees for home computer use. Amazon failed to fully reimburse employees for work related mileage

6. Violated Labor Code §§ 226, 226.3, 226.4, 227.3, 558, 1174, 1174.5 and 1194.5 by failing to provide itemized and accurate wage statements, including by failing to state the proper rates of pay, the amount of wages earned and paid, the hours worked, the overtime hours worked, the rates of pay, proper deductions, pay for reimbursements, and meal and rest period premiums.

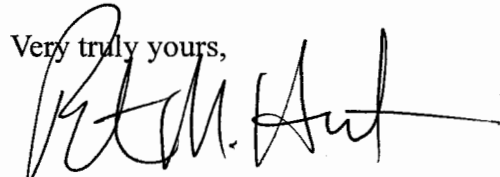
Mr. Inostroza believes Amazon, in addition to the aforementioned Labor Code violations, violated and continues to violate the California Business and Professions Code

§ 17200, *et seq.*, (Unfair Practices Act). Mr. Inostroza further alleges that Amazon's misconduct is ongoing, and that Amazon is subject to civil penalties as provided by various provisions of the Labor Code, including Labor Code sections 226, 226.3, 226.7, 226.8 and 512. We believe that Mr. Inostroza and other similarly situated and aggrieved persons who, since one year prior to the date of the submission of this letter, have been, or currently are employed in California (or doing the work of employees in California even if classified as independent contractors) by Amazon to sell products through Fulfillment by Amazon, are entitled to all statutory and civil penalties, damages, restitution, and injunctive relief allowed by law.

Mr. Inostroza requests that the Labor and Workforce Development Agency not investigate these violations and permit Plaintiff to pursue claims for such penalties under the Private Attorney General's Act ("PAGA"), Labor Code section 2698, *et seq.* However, if it wishes to investigate this matter further, please notify this office. If no notice is provided within sixty-five (65) calendar days of the submission date of this letter, Mr. Inostroza will proceed to seek civil penalties and all other appropriate relief under PAGA in his lawsuit.

Thank you for your time and consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Peter M. Hart", with a long horizontal flourish extending to the right.

Peter M. Hart, Esq.

cc: Sent By Certified Mail To:

Amazon.com Inc.
410 Terry Avenue N
Seattle, WA 98109

Amazon.com Inc.
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Amazon.com Services LLC
410 Terry Avenue N
Seattle, WA 98109

Amazon.com Services LLC
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Amazon Web Services, Inc.
410 Terry Avenue N
Seattle, WA 98109

Amazon Web Services, Inc.
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

EXHIBIT B

LAW OFFICES OF PETER M. HART

12121 WILSHIRE BLVD., SUITE 725

LOS ANGELES, CA 90025

Tel.: (310) 478 – 5789

Fax: (509) 561 – 6441

May 29, 2020

SENT VIA CERTIFIED MAIL & VIA ELECTRONIC UPLOAD

Electronic Notice

California Labor & Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

Web Address: <http://www.dir.ca.gov/Private-Attorneys-General-Act.html>

Internal Upload: <https://dir.tfaforms.net/128>

Re: ***Justin Inostroza v. Amazon.com Inc.; Amazon.com Services LLC; Amazon Web Services, Inc.***

LWDA Case No. LWDA-CM-778708-20

Amended Notice of PAGA Claims Pursuant to Labor Code § 2699.3

To Whom It May Concern:

Please be advised that this office is counsel to Justin Inostroza (“Mr. Inostroza”) and that all future communications should be directed to this office.

Notice is hereby provided as required by California Labor Code § 2699.3, that Mr. Inostroza, on behalf of himself and all other current and former aggrieved California employees of Amazon.com Inc., Amazon.com Services LLC, and/or Amazon Web Services, Inc. (collectively, “Amazon”) improperly classified as independent contractors and improperly not treated as employees who sell their own products or products purchased from other companies or websites to re-sell on Amazon for and on Amazon, including by and through and on Amazon’s website, or who resell Amazon.com products for and on Amazon, including by and through and on its website, including by using Fulfillment by Amazon, and other similar order fulfillment services that Amazon provides, and Mr. Inostroza and all other current and former aggrieved employees doing performing this work should have been classified as employees of Amazon, as Mr. Inostroza seeks to represent these groups of aggrieved employees described above in order to seek civil penalties under California Labor Code § 2699.3 for the employees and the State of California.

Mr. Inostroza has performed the work of an employee for Amazon (though he has not been paid as employee nor has he been provided the benefits and protections of the

California Labor Code during this time) and has done so within the past year when he was selling products in ways described above and below on Amazon.com using Fulfillment by Amazon or other similar Amazon programs and procedures regarding order fulfillment. Mr. Inostroza sold items under his own name, not under a company name, and was paid as an individual directly by Amazon through a 1099. Mr. Inostroza sold items solely through Amazon – he did not have his own website nor did he sell products through any other marketplace or website. Mr. Inostroza often would visit discount retailers, whether at actual stores or on online retailers, and find items there to re-sell on Amazon, including by using the Amazon Seller Central app feature and selling these items using Fulfillment by Amazon and other seller services and supply and distribution and shipping services that Amazon provides. Mr. Inostroza worked about 20-30 hours per week selling items through Fulfillment by Amazon. Mr. Inostroza spent a lot of time locating items to sell, as well as on the very time-consuming process of filling out detailed forms and answering questions in order to obtain a mailing label from Amazon. When one of Mr. Inostroza's items are sold using Fulfillment by Amazon, there is no branding to Mr. Inostroza, nor does he receive any contact information for the buyers. These facts apply similarly to other aggrieved workers for Amazon who were not treated or paid as employees by Amazon but who were actually employees of Amazon and not paid properly under the California Labor Code.

Mr. Inostroza, and the other such aggrieved employees of Amazon misclassified as independent contractors, including those performing work as Mr. Inostroza described above, are and were subject to Amazon's policies, procedures, and requirements and controlled by these policies, procedures, and requirements for selling products including what they could sell, what they could not sell, how they could describe the products, the pricing of the products and the percentage of sales of the products—all these things of which were set and controlled by Amazon. Amazon has benefitted from Mr. Inostroza's work and employment, and the work of other aggrieved employees and workers, and Mr. Inostroza, and the other aggrieved employees, were required to meet Amazon's sales tiers and quotas. Mr. Inostroza, and the other aggrieved employees, must follow Amazon's requirements regarding product type, product description, delivery, packaging, warranties, among other things, including description of products and including the types, and restrictions of types of products, and including the quantities of products and returns. Further, Amazon required that Mr. Inostroza and other aggrieved employees store their products at Amazon distribution centers, package their products in Amazon packages, and include Amazon on invoices to the customers as well.

Mr. Inostroza alleges, for himself and for all other current and former aggrieved employees, that Amazon has violated, and continues to violate, the provisions of the California Labor Code and Wage Orders promulgated by the Industrial Welfare Commission, by improperly misclassifying him and other Amazon employees as independent contractors when he, and the other aggrieved employees like him, are and should be presumed to be employees for the work they are doing under *Dynamex Operations West Inc.v. Superior Court of Los Angeles*, 4 Cal.5th 903 (2018) and California statutory law. Mr. Inostroza also alleges that Amazon has violated, and continues to violate, the provisions of the California Labor Code and Wage Orders

promulgated by the Industrial Welfare Commission for other aggrieved employees. The group of aggrieved employees includes all persons who, since one year prior to the date of the submission of this letter to the present and continuing forward, have been, or currently are employed in California (or doing the work of employees in California even if classified as independent contractors) by Amazon.

Amazon is liable for civil penalties under Labor Code §§ 2698-2699 for the following violations for all the aggrieved employees described above:

1. Violated Labor Code § 226.8 by willfully misclassifying Mr. Inostroza and other aggrieved employees as independent contractors.

2. Violated Labor Code §§ 510, 558, 1193.5, 1193.6, 1194, 1194.2, 1194.5, 1197, and 1198, by failing to pay any and all minimum wages, contractual/assignment wages, and overtime wages by virtue of improperly misclassifying Mr. Inostroza and other aggrieved employees as independent contractors. Further, Amazon required employees to incur necessary business expenses, including but not limited to the use of personal mobile phones, personal computers, internet access, and mileage, in the course of discharging official duties, but then did not reimburse them for all these expenses, thus reducing the employees' wages. Specifically, Amazon did not pay all minimum wages, contractual/assignment wages, and overtime wages as a result of failing to pay for on-duty meal and rest periods, failing to pay for non-compliant meal and rest periods at the required premium rate of pay, failing to pay overtime wages for hours worked more than eight hours per work day and more than forty hours per workweek, and failing to pay wages for other off-the-clock work.

3. Violated Labor Code §§ 226.7, 512, 558, 1194.5 by failing to provide legally-compliant meal periods, and failing to pay premium wages for missed, late, shortened, on duty, and on-the-premises meal and rest periods, pursuant to Labor Code §§ 226.7, 512, and the applicable IWC wage order. Violations include, and are not limited to: requiring employees to miss meal periods, take meal periods after the end of their fifth hour of work, and not allowing employees to take full 30 minute, off-duty, uninterrupted meal periods; not paying for on-duty meal periods and rest periods; not paying for non-compliant meal and rest periods at the required premium rate of pay; and by failing to have a policy or practice that pays meal and rest period premium wages in compliance with California law. Specifically, Amazon did not authorize and permit duty-free meal breaks or rest breaks, including meal breaks of at least 30 minutes and rest breaks that comply with the timing set forth in *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th. 1004 (2012). Amazon did not have policies that they communicated to each worker and employee authorizing and permitting duty-free meal breaks or rest breaks, including meal breaks of at least 30 minutes and rest breaks that comply with the timing set forth in *Brinker*. Amazon failed to provide the aggrieved employees meal breaks and rest breaks in accordance with California law and failed to have policies or procedures for these aggrieved employees regarding their right to meal breaks and rest breaks in compliance with California law. Amazon further did not comply with the obligation to keep accurate records of meal breaks for the workers or their employees.

4. Violated Labor Code §§ 226, 1174, 1174.5, and 1194.5 by failing to maintain accurate employment records for aggrieved employees. Specifically, Amazon failed to accurately and correctly record the actual start and end of meal breaks for aggrieved employees, including what time was duty-free or hours worked, failed to accurately and correctly record the end of the workday for each employee, failed to accurately and correctly record all overtime wages owed and paid, including payment of overtime wages at the accurate rate of pay, failed to accurately and correctly record all premium wages owed and paid, and failed to accurately and correctly record all wages earned in the applicable pay period, among other things, causing harm to their employees.

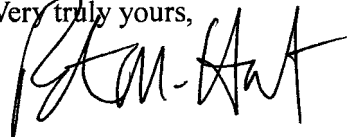
5. Violated Labor Code §§ 1194.5, 2802, and 2699 by failing to reimburse and indemnify work related expenses and losses of aggrieved employees including but not limited to the use of personal mobile phones, personal computers, internet access, and mileage, in the course of discharging official duties. Specifically, Amazon failed to have policies that reimbursed employees for mobile phones, despite Amazon regularly communicating with employees by calling them on mobile phones, texting them, and emailing them. Amazon failed to have policies that reimbursed employees for home computer use. Amazon failed to have policies for reimbursing employees for work related mileage. Amazon failed to fully reimburse employees for mobile phones, despite Amazon regularly communicating with employees by calling them on mobile phones, texting them, and emailing them. Amazon failed to fully reimburse employees for home computer use. Amazon failed to fully reimburse employees for work related mileage

6. Violated Labor Code §§ 226, 226.3, 226.4, 227.3, 558, 1174, 1174.5 and 1194.5 by failing to provide itemized and accurate wage statements, including by failing to state the proper rates of pay, the amount of wages earned and paid, the hours worked, the overtime hours worked, the rates of pay, proper deductions, pay for reimbursements, and meal and rest period premiums.

Mr. Inostroza further alleges that Amazon's misconduct is ongoing, and that Amazon is subject to civil penalties as provided by various provisions of the Labor Code, including Labor Code sections 226, 226.3, 226.7, 226.8 and 512. Mr. Inostroza believes that he and the other aggrieved persons who, since one year prior to the date of the submission of this Amended Notice and the original Notice to the LWDA dated March 17, 2020, have been, or currently are employed in California (or doing the work of employees in California even if classified as independent contractors) by Amazon to sell products through Fulfillment by Amazon, are entitled to all statutory and civil penalties, damages, restitution, and injunctive relief allowed by law.

Thank you for your time and consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Peter M. Hart". The signature is fluid and cursive, with the first name "Peter" being more prominent.

Peter M. Hart, Esq.

cc: Sent By Certified Mail To:

Amazon.com Inc.
410 Terry Avenue N
Seattle, WA 98109

Amazon.com Inc.
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Amazon.com Services LLC
410 Terry Avenue N
Seattle, WA 98109

Amazon.com Services LLC
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Amazon Web Services, Inc.
410 Terry Avenue N
Seattle, WA 98109

Amazon Web Services, Inc.
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

EXHIBIT C



Christina Humphrey Law

August 6, 2020

SENT VIA CERTIFIED MAIL & VIA ELECTRONIC UPLOAD

Electronic Notice

California Labor & Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

Web Address: <http://www.dir.ca.gov/Private-Attorneys-General-Act.html>

Internal Upload: <https://dir.tfaforms.net/128>

Re: ***Justin Inostroza and MacKenzie Grissom v. Amazon.com Inc.;
Amazon.com Services LLC; Amazon Web Services, Inc.***

LWDA Case No. LWDA-CM-778708-20

Second Amended Notice of PAGA Claims Pursuant to Labor Code § 2699.3

To Whom It May Concern:

Please be advised that this office is counsel to Justin Inostroza (“Mr. Inostroza”) and MacKenzie Grissom (“Ms. Grissom”) (collectively “Plaintiffs”) and that all future communications should be directed to this office. This letter serves to amend previous letters served March 17, 2020, and May 20, 2020. Those letters are attached hereto for reference as Exhibits “A” and “B,” respectively, and are incorporated by reference. This letter is intended to add Ms. Grissom as a representative for all current and former California aggrieved employees improperly classified as independent contractors and not properly treated as employees who resell Amazon.com products for Amazon.com or who sell their own products through Amazon using Fulfillment by Amazon (“FBA”), and other similar order fulfillment services that Amazon provides, and should have been classified as employees of Amazon.com Inc., Amazon.com Services, LLC, and/or Amazon Web Services, Inc. (collectively “Amazon”). Ms. Grissom served in the same role as Mr. Inostroza within the last year and asserts all the same legal allegations as those asserted by Mr. Inostroza in his March 17 and May 20, 2020, letters.

In addition, Ms. Grissom and Mr. Inostroza now seek to clarify that based on the allegations set forth in their previous letters, they are seeking penalties pursuant to Labor Code §§204 and 210 for failure to timely pay wages; Labor Code §§201-203 for failure to timely pay wages upon termination; Labor Code §§221-224, 225.5 for unlawful withholding of wages; Labor Code §2804 for failure to reimburse expenses; and Labor Code §450 for unlawful patronizing of Amazon. Notice is hereby provided as required by California Labor Code § 2699.3

Plaintiffs allege that Amazon has violated, and continues to violate, the provisions of
8330 Allison Avenue, Ste. C La Mesa, CA 91942 (service & mail only)
(619) 488-6400 | (805) 618-2939 (fax) | christina@chumphreylaw.com | www.chumphreylaw.com

the California Labor Code and Wage Orders promulgated by the Industrial Welfare Commission, by improperly misclassifying them and other Amazon employees as independent contractors when they, and the other aggrieved employees like them, are and should be presumed to be employees for the work they are doing under *Dynamex Operations West Inc. v. Superior Court of Los Angeles*, 4 Cal.5th 903 (2018) and California statutory law. Plaintiffs also allege that Amazon has violated, and continues to violate, the provisions of the California Labor Code and Wage Orders promulgated by the Industrial Welfare Commission for other aggrieved employees. The group of aggrieved employees includes all persons who, since one year prior to the date of the submission of this letter to the present and continuing forward, have been, or currently are employed in California (or doing the work of employees in California even if classified as independent contractors) by Amazon.

Amazon is liable for civil penalties under Labor Code §§ 2698-2699 for the following additional violations for all the aggrieved employees described above:

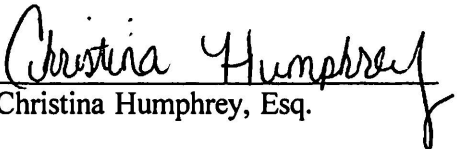
1. Violated Labor Code §§ 201-204, 210, 221-224, 225.5 by failing to timely pay any and all minimum wages, contractual/assignment wages, and overtime wages by virtue of improperly misclassifying Plaintiffs and other aggrieved employees as independent contractors. Further, Amazon required employees to incur necessary business expenses, including but not limited to the use of personal mobile phones, personal computers, internet access, mileage, monthly FBA app fees, shipping costs, storage fees, and other fees charged by Amazon in the course of discharging official duties, but then did not reimburse them for all these expenses, thus reducing the employees' wages. Specifically, Amazon did not pay all minimum wages, contractual/assignment wages, and overtime wages as a result of failing to pay for on-duty meal and rest periods, failing to pay for non-compliant meal and rest periods at the required premium rate of pay, failing to pay overtime wages for hours worked more than eight hours per work day and more than forty hours per workweek, and failing to pay wages for other off-the-clock work.

2. Violated Labor Code §§ 221-224, 450, 1194.5, 2802, 2804, and 2699 by failing to reimburse and indemnify work related expenses and losses of aggrieved employees including but not limited to the use of personal mobile phones, personal computers, internet access, and mileage, in the course of discharging official duties. Specifically, Amazon failed to have policies that reimbursed employees for mobile phones, despite Amazon regularly communicating with employees by calling them on mobile phones, texting them, and emailing them. Amazon failed to have policies that reimbursed employees for home computer use. Amazon failed to have policies for reimbursing employees for work related mileage. Amazon failed to fully reimburse employees for mobile phones, despite Amazon regularly communicating with employees by calling them on mobile phones, texting them, and emailing them. Amazon failed to fully reimburse employees for home computer use. Amazon also charged monthly user fees to use the FBA application for \$39.99 per month, forced Plaintiffs to incur shipping costs for shipping items, in addition to Amazon storage, disposal, and other miscellaneous fees. Finally, Amazon could unilaterally decide to sell the item for a lower amount if it did not sell within a certain time frame, thus shifting any "loss" to Plaintiffs and aggrieved employees in violation of California law.

Plaintiffs further allege that Amazon's misconduct is ongoing, and that Amazon is subject to civil penalties as provided by various provisions of the Labor Code. Plaintiffs and other similarly situated and aggrieved persons who, since one year prior to the date of the submission of this letter, have been, or currently are employed in California (or doing the work of employees in California even if classified as independent contractors) by Amazon to sell products through Fulfillment by Amazon, are entitled to all statutory and civil penalties, damages, restitution, and injunctive relief allowed by law.

Thank you for your time and consideration.

Very truly yours,


Christina Humphrey, Esq.

c: Sent By Certified Mail To:

Amazon.com Inc.
410 Terry Avenue N
Seattle, WA 98109

Amazon.com Inc.
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Amazon.com Services LLC
410 Terry Avenue N
Seattle, WA 98109

Amazon.com Services LLC
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Amazon Web Services, Inc.
410 Terry Avenue N
Seattle, WA 98109

Amazon Web Services, Inc.
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Morgan, Lewis & Bockius, LLP
Taylor D. Horn, Esq.
One Market, Spear Street Tower
San Francisco, CA 94105

Morgan Lewis & Bockius, LLP
Jennifer B. Zargarof, Esq.
Aimee Mackay, Esq.
300 South Grand Ave, 22nd Floor
Los Angeles, CA 90071

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PROOF OF SERVICE

Justin Inostroza v. Amazon.Com Inc, et al
Case No.: RG20062641

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 8330 Allison Ave, Ste. C., La Mesa, CA 91942.

On November 3, 2020, I served the following document(s):

FIRST AMENDED COMPLAINT FOR VIOLATION OF LABOR CODE §§ 2698 et seq. ("PRIVATE ATTORNEY GENERAL ACT")

On the following:

LAW OFFICES OF PETER M. HART
Peter M. Hart, Esq.
12121 Wilshire Blvd., Ste. 725
Los Angeles, CA 90025
hartpeter@msn.com

Attorney for Plaintiff

MORGAN, LEWIS & BOCKIUS, LLP
Jennifer B. Zargarof, Esq.
Aimee Mackay, Esq.
300 South Grand Avenue, 22nd Floor
Los Angeles, CA 90071
jennifer.zargarof@morganlewis.com
aimee.mackay@morganlewis.com

Attorney for Defendants
Amazon.Com Inc.,
Amazon.Com. Services, LLC.
Amazon Web Services, Inc.

MORGAN, LEWIS & BOCKIUS, LLP
Taylor D. Horn, Esq.
One Market, Spear Street Tower
San Francisco, CA 94105
taylor.horn@morganlewis.com

[X] (VIA US MAIL) I caused such envelope(s) to be deposited in the mail at La Mesa, California with postage fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business.

[] (VIA OVERNIGHT DELIVERY) I caused to have served such document(s) by depositing them in the drop box at La Mesa, California, for priority overnight next day delivery.

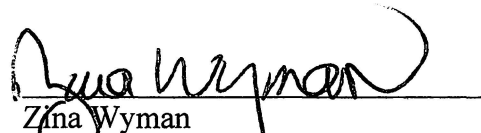
[X] (VIA E-MAIL) I caused such documents to be electronically transmitted to the above email address per the April 17, 2020, Judicial Counsel of California temporary Rule #12 mandate on electronic service.

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[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

[] (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 3, 2020.


Zina Wyman