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11 FRANCISCO ZULETA on behalf of himself and others
similarly situated.

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15 FRANCISCO ZULETA on behalf of himself and
16 others similarly situated.

17 PLAINTIFF,

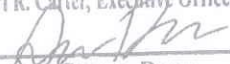
18 vs.
19

20 RAPID PASADENA SERVICES, LLC, a limited
liability company; AMAZON.COM LLC, a
21 limited liability company; AMAZON.COM
SERVICES LLC, a limited liability company;
22 AMAZON LOGISTICS, INC., a corporation;
AMAZON FULFILLMENT SERVICES, INC., a
23 corporation; and DOES 1 to 100, Inclusive.

24 DEFENDANTS.
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27
28

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 26 2020

Sherri K. Carter, Executive Officer/Clerk of Court
By , Deputy
Steven Drew

BY FAX

Case No.: **20STCV20163**

CLASS ACTION

**PLAINTIFF FRANCISCO ZULETA'S
COMPLAINT FOR DAMAGES AND
RESTITUTION FOR:**

1. **FAILURE TO PAY MINIMUM
WAGE AND/OR OVERTIME FOR
ALL HOURS WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510, 512, 1194, 1197,
1198, AND THE WAGE ORDERS**
2. **FAILURE TO PROVIDE ALL
LEGALLY COMPLIANT AND
LEGALLY REQUIRED MEAL
PERIODS IN VIOLATION OF
LABOR CODE SECTIONS 226.7,
512, 1198, AND THE WAGE
ORDERS**

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3. FAILURE TO PROVIDE ALL LEGALLY COMPLIANT AND LEGALLY REQUIRED REST PERIODS IN VIOLATION OF LABOR CODE SECTIONS 226.7, 1198, AND THE WAGE ORDERS
4. FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES IN VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802
5. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226
6. FAILURE TO TIMELY PAY UNPAID WAGES DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203
7. UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.*

DEMAND FOR JURY TRIAL

NOW COMES Plaintiff FRANCISCO ZULETA ("Plaintiff"), who alleges and complains against defendants RAPID PASADENA SERVICES, LLC, AMAZON.COM LLC, AMAZON.COM SERVICES LLC, AMAZON LOGISTICS, INC., AMAZON FULFILLMENT SERVICES, INC. and DOES 1 to 50, inclusive, (hereinafter, collectively referred to as "Defendants" or "DEFENDANTS"), and DOES 51 to 100 as follows:

I. INTRODUCTION

1. This is a wage and hour class action lawsuit on behalf of Plaintiff and other current and former non-exempt employees working as drivers performing Amazon-related delivery services for DEFENDANTS in California seeking: unpaid minimum wage and overtime for all hours worked; wages for workdays DEFENDANTS failed to provide legally compliant and legally required meal

1 periods; wages for workdays DEFENDANTS failed to provide legally compliant and legally required
2 rest periods; statutory penalties for failure to provide accurate and complete wage statements; waiting
3 time penalties in the form of continuation wages for failure to timely pay former employees all earned
4 and unpaid wages; injunctive relief and other equitable relief, reasonable attorney's fees pursuant to
5 Labor Code sections 226(e), 1194, costs, and interest, if applicable, brought on behalf of Plaintiff and
6 others similarly situated.

7 **II. JURISDICTION AND VENUE**

8 2. This Court has jurisdiction over Plaintiff and the Class Members' claims because
9 Plaintiff's lawsuit seeks permanent injunction and damages for himself and the class in excess of
10 \$25,000, Defendant RAPID PASADENA SERVICES, LLC is a California citizen, and
11 DEFENDANTS employed class members and injuries occurred in locations throughout California
12 including numerous locations in Los Angeles County including RAPID PASADENA SERVICES,
13 LLC's location at 5970 Boxford Avenue, Los Angeles, California 90040 and its principal office at
14 6213 Randolph Street, Commerce, California 90040.

15 **III. PARTIES**

16 3. Plaintiff brings this action on behalf of himself and other members of the general
17 public similarly-situated working as drivers performing Amazon-related delivery services for
18 DEFENDANTS and earlier if claims are tolled pursuant to any reason, including but not limited to
19 the filing of other class actions seeking to represent the same class members. The named Plaintiff and
20 the class of persons on whose behalf this action is filed are current, former and/or future employees
21 of DEFENDANTS who worked, work, or will work for DEFENDANTS as non-exempt hourly
22 drivers performing Amazon-related delivery services in California. At all times mentioned herein, the
23 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
24 employed by DEFENDANTS in a non-exempt position within the 4 years prior to the filing of the
25 complaint. Plaintiff worked for DEFENDANTS until his employment ended pursuant to resignation
26 at or about the end of May 2019.

27 4. Plaintiff is informed and believes and thereon alleges that Defendant RAPID
28 PASADENA SERVICES, LLC is a California citizen (its member Etai Fishbein is domiciled in

1 California and a citizen of California) authorized to do business within the State of California, and is
2 doing business in the State of California and/or that Defendants DOES 51-60 are/were at all times
3 relevant persons acting on behalf of RAPID PASADENA SERVICES, LLC who violated or caused
4 to be violated provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders
5 regulating hours and days of work. Plaintiff is informed and believes and thereon alleges that RAPID
6 PASADENA SERVICES, LLC was Plaintiff's employer and suffered and permitted Plaintiff and
7 similarly situated non-exempt employees to work and exercised control over the wages, hours and
8 working conditions of employment of Plaintiff and similarly situated non-exempt employees during
9 the 4 years prior to the filing of the complaint.

10 5. Plaintiff is informed and believes and thereon alleges that Defendant AMAZON.COM
11 LLC is authorized to do business within the State of California and is doing business in the State of
12 California and/or that Defendants DOES 61-65 are, and at all times relevant hereto were persons
13 acting on behalf of AMAZON.COM LLC who violated or caused to be violated provisions of the
14 Labor Code and/or the Industrial Welfare Commission's wage orders regulating hours and days of
15 work. Plaintiff is informed and believes and thereon alleges that AMAZON.COM LLC was Plaintiff's
16 joint employer and suffered and permitted Plaintiff and similarly situated non-exempt employees to
17 work and exercised control over the wages, hours and working conditions of employment of Plaintiff
18 and similarly situated non-exempt employees.

19 6. Plaintiff is informed and believes and thereon alleges that Defendant AMAZON.COM
20 SERVICES LLC is authorized to do business within the State of California and is doing business in
21 the State of California and/or that Defendants DOES 66-70 are, and at all times relevant hereto were
22 persons acting on behalf of AMAZON.COM SERVICES LLC who violated or caused to be violated
23 provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders regulating
24 hours and days of work. Plaintiff is informed and believes and thereon alleges that AMAZON.COM
25 SERVICES LLC was Plaintiff's joint employer and suffered and permitted Plaintiff and similarly
26 situated non-exempt employees to work and exercised control over the wages, hours and working
27 conditions of employment of Plaintiff and similarly situated non-exempt employees.

28 7. Plaintiff is informed and believes and thereon alleges that Defendant AMAZON

1 LOGISTICS, INC. is authorized to do business within the State of California and is doing business
2 in the State of California and/or that Defendants DOES 71-75 are, and at all times relevant hereto
3 were persons acting on behalf of AMAZON LOGISTICS, INC. who violated or caused to be violated
4 provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders regulating
5 hours and days of work. Plaintiff is informed and believes and thereon alleges that AMAZON
6 LOGISTICS, INC. was Plaintiff's joint employer and suffered and permitted Plaintiff and similarly
7 situated non-exempt employees to work and exercised control over the wages, hours and working
8 conditions of employment of Plaintiff and similarly situated non-exempt employees.

9 8. Plaintiff is informed and believes and thereon alleges that Defendant AMAZON
10 FULFILLMENT SERVICES, INC. is authorized to do business within the State of California and is
11 doing business in the State of California and/or that Defendants DOES 76-80 are, and at all times
12 relevant hereto were persons acting on behalf of AMAZON FULFILLMENT SERVICES, INC. who
13 violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare
14 Commission's wage orders regulating hours and days of work. Plaintiff is informed and believes and
15 thereon alleges that AMAZON FULFILLMENT SERVICES, INC. was Plaintiff's joint employer and
16 suffered and permitted Plaintiff and similarly situated non-exempt employees to work and exercised
17 control over the wages, hours and working conditions of employment of Plaintiff and similarly
18 situated non-exempt employees.

19 9. Rapid Pasadena Services, LLC, Amazon.com LLC, Amazon.com Services LLC,
20 Amazon Logistics, Inc., and Amazon Fulfillment Services, Inc. are the joint employers of Plaintiff
21 and other similarly situated employees working as drivers in California performing Amazon-related
22 delivery services as evidenced by facts, including but not limited to, that Plaintiff and similarly
23 situated employees perform work and are controlled by Rapid Pasadena Services, LLC, Amazon.com
24 LLC, Amazon.com Services LLC, Amazon Logistics, Inc., and Amazon Fulfillment Services, Inc.
25 during their employment. Rapid Pasadena Services, LLC, Amazon.com LLC, Amazon.com Services
26 LLC, Amazon Logistics, Inc., and Amazon Fulfillment Services, Inc. have chosen to handle aspects
27 of their employer-employee relationships jointly. (See *Laird v. Capital Cities/ABC, Inc.* (1998) 69
28 Cal.App.4th 727 [overruled on other grounds by *Reid v. Google* (2010) 50 Cal.4th 512].) Rapid

1 Pasadena Services, LLC obtains all of its clients from the Amazon entities. Plaintiff and other
2 aggrieved employees working as drivers for Rapid Pasadena Services, LLC deliver merchandise and
3 perishable goods in accordance with instructions and requirements from Rapid Pasadena Services,
4 LLC, Amazon.com LLC, Amazon.com Services LLC, Amazon Logistics, Inc., and Amazon
5 Fulfillment Services, Inc. Plaintiff and other aggrieved employees working as drivers announce
6 themselves to customers as Amazon representatives and aid Amazon customers with delivery
7 services. Additionally, the vehicles PLAINTIFF drives while working for DEFENDANTS are
8 enveloped in Amazon's logo. At times, class members wear amazon designated apparel. Accordingly,
9 Plaintiff alleges these employers are joint employers of Plaintiff and other California employees
10 working as drivers performing Amazon-related delivery services.

11 10. Defendants DOES 81-100 are, and at all times relevant hereto were persons acting on
12 behalf of DOES 1-50 who violated or caused to be violated provisions of the Labor Code and/or the
13 Industrial Welfare Commission's wage orders regulating hours and days of work.

14 11. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
15 through 50 are corporations, or are other business entities or organizations of a nature unknown to
16 Plaintiff that employed PLAINTIFF and the similarly situated California non-exempt employees,
17 permitted Plaintiff and similarly situated non-exempt employees to work, and exercised control over
18 the wages, hours and working conditions of employment of Plaintiff and similarly situated non-
19 exempt employees within four years prior to the filing of the complaint.

20 12. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
21 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
22 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
23 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
24 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
25 Industrial Welfare Commission's wage orders regulating hours and days of work.

26 13. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
27 sues said defendants by said fictitious names, and will amend this complaint when the true names and
28 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by

1 law or by the Court. Plaintiff is informed and believes that each of the fictitiously named defendants
2 is in some manner responsible for the events and allegations set forth in this complaint.

3 14. Plaintiff makes the allegations in this complaint without any admission that, as to any
4 particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
5 reserves all of Plaintiff's right to plead in the alternative.

6 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

7 15. **Failure to Pay Wages at a Minimum Wage Rate and/or Overtime Rate for all**
8 **hours worked:** Under California law, an employer is required to pay wages to all non-exempt
9 employees for all hours worked. The IWC Wage Orders define "hours worked" as "the time during
10 which an employee is subject to the control of an employer, and includes all the time the employee is
11 suffered or permitted to work, whether or not required to do so." Hours worked includes any time the
12 employer knew or should have known that the employee was under control of the employer.
13 (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.) Labor Code section 1194 states
14 "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the
15 legal minimum wage . . . compensation applicable to the employee is entitled to recover in a civil
16 action the unpaid balance of the full amount of this minimum wage . . . compensation, including
17 interest thereon, reasonable attorney's fees, and costs of suit." Labor Code section 1197 states "[t]he
18 minimum wage for employees fixed by the commission is the minimum wage to be paid to employees,
19 and the payment of a less wage than the minimum so fixed is unlawful." Labor Code 510 and the
20 Wage Orders require an employer to pay employees a higher rate of overtime pay when employees
21 work over 8 hours in a workday, over 40 hours in a workweek, or on a seventh consecutive day in a
22 workweek.

23 16. Plaintiff and other non-exempt employees working as drivers performing Amazon-
24 related delivery services would work on work days in shifts in excess of 8 hours in a day, at times in
25 excess of 14 hours in a day, and in excess of 40 hours in a week, or on a seventh consecutive day in
26 a workweek. Despite that California law requires employers to pay all non-exempt employee wages,
27 at the applicable rate, for all "hours worked"; DEFENDANTS had a policy and procedure of
28 automatically deducting meal periods from each driver's daily hours worked regardless of whether

1 the driver who performs Amazon related delivery services received a meal period or received a shorter
2 meal period than 30 minutes. This resulted in Plaintiff and other non-exempt employees working as
3 drivers performing Amazon-related delivery services having time deducted from their daily hours
4 even though they were working and/or received less than a thirty minute meal period. This resulted
5 in Defendants failing to pay wages for this work time at least at a minimum wage rate or overtime, to
6 the extent the time qualified as overtime, for the improperly deducted time which Plaintiff and the
7 drivers performing Amazon-related delivery services were working and not on a meal break.

8 17. In addition, Defendants required that Plaintiff and other similarly situated employees
9 working as drivers in California performing Amazon-related delivery services show up to work and
10 pick up mandatory communication devices and keys to vehicles used for making deliveries at the
11 beginning of their shift which included time waiting in line in order to pick up the devices and keys
12 prior to their shift. This mandatory procedure of picking up communication devices and keys was
13 before Plaintiff and other similarly situated employees clocked in for the day. Accordingly,
14 Defendants did not pay Plaintiff and other similarly situated employees for this time even though it
15 was mandatory and for the benefit of Defendants. Defendants applied this policy and procedure to
16 Plaintiff and other similarly situated employees working as drivers performing Amazon-related
17 delivery services in California and resulted in non-exempt employees working time which was not
18 compensated minimum wage or overtime, if the time qualified as overtime.

19 18. DEFENDANTS violated Labor Code sections 510, 1194 and 1197 by failing to
20 provide a legal minimum wage and/or overtime for all time Plaintiff and other similarly situated
21 drivers performing Amazon-related delivery services worked and/or were under control of
22 Defendants. DEFENDANTS violated Labor Code sections 510 and 1194 to the extent the unpaid time
23 occurred during periods the employee had already worked eight hours in a day, forty hours in a week,
24 and/or were working on a seventh consecutive day in a workweek..

25 19. **Failure to pay premium wages to non-exempt employees to compensate them for**
26 **workdays Defendants failed to provide legally compliant and legally required meal breaks:**
27 California law requires an employer to provide an employee an uninterrupted meal period of no less
28 than 30-minutes before the end of a 5 hour work period during which employees are relieved of all

1 duties. (Lab. Code §§226.7, 512, 1198; Wage Orders, subd. 11.) An employer may not employ an
2 employee for a work period of more than 10 hours per day without providing the employee with a
3 second meal period of not less than 30 minutes before the end of the 10th hour of work. (*Id.*) To be
4 "duty-free" an employer must allow an employee to leave the premises in addition to being relieved
5 of all duties including time spent waiting to perform work. (*Bono Enterprises, Inc. v. Bradshaw*
6 (1995) 32 Cal.App.4th 968; see *Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833, 839
7 [considering even on call sleeping time as compensable hours worked].) If an employer fails to
8 provide an employee a meal period in accordance with the law, the employer must pay the employee
9 one hour of pay at the employee's regular rate of compensation for each work day that a legally
10 required meal period was not provided or did not otherwise comply with the law (*e.g.*, was interrupted,
11 was not duty free, was untimely, etc.). (*Id.*)

12 20. Plaintiff and other non-exempt employees worked as drivers performing Amazon-
13 related delivery services on workdays in shifts of more than 5 hours and 10 hours at times in excess
14 of 14 hours in a day. During Plaintiff and other similarly situated employees' employment,
15 DEFENDANTS would fail to provide a legally required and legally compliant meal break prior to
16 the end of the fifth hour of work or a second meal break prior to the tenth hour of work of a full 30
17 minutes, if working more than 10 hours. DEFENDANTS also failed to accurately record meal periods
18 of Plaintiff and other similarly situated drivers and instead automatically denoted meal periods on
19 Plaintiff and other drivers' records even if they did not receive meal periods or received meal periods
20 shorter than 30 minutes for each 5 hours of work.

21 21. DEFENDANTS also failed to pay Plaintiff and similarly situated employees one hour
22 of pay at their regular rate of pay for each workday Plaintiff and similarly situated employees did not
23 receive a legally compliant or legally required meal period. DEFENDANTS lacked a policy and
24 procedure for compensating Plaintiff and similarly situated employees with premium wages when
25 they did not receive all legally required or legally compliant meal periods.

26 22. This practice resulted in Plaintiff and all other similarly situated employees not
27 receiving wages to compensate them for workdays which DEFENDANTS did not provide them with
28 all legally compliant and legally required meal periods in compliance with California law.

1 23. **Failure to pay premium wages to non-exempt employees to compensate them for**
2 **workdays Defendants failed to provide legally compliant rest breaks:** California law states that
3 “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period. The authorized rest period time shall be based
5 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
6 fraction thereof. ... If an employer fails to provide an employee a rest period in accordance with the
7 applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the
8 employee’s regular rate of compensation for each workday that the rest period is not provided.”
9 (Wage Orders, subd. 12; see Lab. Code § 226.7.) Under California law, “[e]mployees are entitled to
10 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
11 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”
12 (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1029; Lab. Code §226.7; Wage Orders, subd. 12.)
13 Rest periods must be in the middle of each work period. (Wage Orders, subd. 12.) If an employer fails
14 to provide an employee a timely and legally compliant rest period, the employer must pay the
15 employee one hour of pay at the employee’s regular rate of compensation for each work day that a
16 legally required meal period was not provided or was not duty free. (*Id.*)

17 24. Plaintiff and other non-exempt employees working as drivers with Amazon related
18 delivery services worked on workdays in shifts of more than 3.5 hours and more than 10 hours. During
19 his employment, DEFENDANTS would regularly fail to provide Plaintiff and other similarly situated
20 employees with rest breaks during which they were relieved of all duties. DEFENDANTS failed to
21 provide rest periods. DEFENDANTS did not have a policy to actually provide Plaintiff and other
22 similarly situated non-exempt employees with rest breaks when they worked more than 3.5 hours or
23 other minimum threshold of hours entitling them to multiple rest breaks, i.e., more than 3.5, more
24 than, 6, more than 10 hours.

25 25. DEFENDANTS also failed to pay employees one hour of pay at their regular rate of
26 pay for each workday Plaintiff and employees did not receive all legally required and legally
27 compliant rest periods. DEFENDANTS lacked a policy and procedure for compensating employees
28 with premium wages when they did not receive all legally required and legally compliant rest periods.

1 26. This practice resulted in Plaintiff and all other similarly situated California non-
2 exempt employees not receiving wages to compensate them for workdays which DEFENDANTS did
3 not provide them with legally required and legally compliant rest periods in compliance with
4 California law.

5 27. **Failure to Adequately Pay Indemnification for Losses and Expenditures**
6 **Incurred as Part of Employment:** California law requires that every employer must indemnify its
7 employees for all necessary expenditures or losses incurred by the employee in discharge of his or
8 her duties or at the obedience of the directions of the employer. (Lab. Code §2802.)

9 28. As part of their duties, Plaintiff and similarly situated employees were required to
10 use their cell phones to receive and make calls and/or were required to have their cell phones ready
11 and on in order to receive or make calls if necessary. However, Defendants did not provide
12 reimbursement to Plaintiff and similarly situated employees for use of their cell phones.

13 29. This practice resulted in Plaintiff and all other similarly situated employees not
14 receiving adequate indemnification in compliance with California law.

15 30. **Pay Stub Violations:** California Labor Code section 226(a) provides (inter alia) that,
16 upon paying an employee his or her wages, the employer must “furnish each of his or her employees
17 ... an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the
18 employee, except for any employee whose compensation is solely based on a salary and who is
19 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the
20 Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece
21 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions
22 made on written orders of the employee may be aggregated and shown as one item, (5) net wages
23 earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the
24 employee and his or her social security number, (8) the name and address of the legal entity that is
25 the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
26 number of hours worked at each hourly rate by the employee.”

27 31. DEFENDANTS failed to provide accurate and complete wage statements to Plaintiff
28 and other non-exempt employees. Because DEFENDANTS failed to pay all minimum wage and

1 overtime due for all hours worked, failed to provide meal and rest period premiums, and failed to
2 record all time worked and meal periods taken; wage statements provided to Plaintiff and other
3 similarly situated employees working as drivers with Amazon related delivery duties often failed to
4 accurately state total hours worked, gross wages earned, net wages earned, and applicable hourly rates
5 and corresponding number of hours worked. DEFENDANTS violated Labor Code section 226,
6 subdivision (a), by failing to provide wage statements which stated accurate representations of total
7 hours worked, gross wages earned, net wages earned, and applicable hourly rates and corresponding
8 number of hours worked.

9 32. DEFENDANTS applied these policies and procedures to Plaintiff and other non-
10 exempt employees in California which resulted in DEFENDANTS failing to provide complete and
11 accurate wage statements to non-exempt employees in compliance with Labor Code section 226,
12 subdivision (a).

13 33. **Failure to Pay Former California Non-Exempt Employees All Wages Due at**
14 **Time of Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
15 employee's employment ends. The wages are due immediately upon termination (Lab. Code §201)
16 or within 72 hours of resignation (Lab. Code §202).

17 34. DEFENDANTS failed to pay Plaintiff and other non-exempt employees with all
18 wages (including unpaid minimum wage and overtime and unpaid meal and rest period premium
19 wages described in more detail above) during their employment and never paid these amounts after
20 Plaintiff and other California drivers with Amazon related delivery duties separated employment with
21 DEFENDANTS. As a result, DEFENDANTS failed to pay those employees timely after each
22 employee's termination and/or resignation in violation of Labor Code sections 201 and 202.

23 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

24 35. Plaintiff brings this action on behalf of himself, on behalf of all others similarly
25 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

26 A. **Minimum Wage Class:** All current and former non-exempt employees
27 employed by Defendants as drivers with Amazon related delivery services in California at any time
28 within the four years prior to the filing of the initial complaint in this action and through the date

1 notice is mailed to a certified class who were not paid wages at the legal minimum wage rate for all
2 hours worked.

3 B. **Overtime Class:** All current and former non-exempt employees employed by
4 Defendants as drivers with Amazon related delivery services in California at any time within the four
5 years prior to the filing of the initial complaint in this action and through the date notice is mailed to
6 a certified class, who were not paid overtime wages for all overtime hours worked during time periods
7 he or she had already worked in excess of 8 hours in a day, 40 hours in a week, or were working on
8 a seventh consecutive day of work.

9 C. **Meal Period Class:** All current and former non-exempt employees employed
10 by Defendants as drivers with Amazon related delivery services in California at any time within the
11 four years prior to the filing of the initial complaint in this action and through the date notice is mailed
12 to a certified class who worked more than 5 hours in a shift and did not receive meal periods during
13 which they were relieved of all duties and control of Defendants for 30 minutes for each five hour
14 work period provided prior to the end of each five hour work period.

15 D. **Rest Period Class:** All current and former non-exempt employees employed
16 by Defendants as drivers with Amazon related delivery services in California at any time within the
17 four years prior to the filing of the initial complaint in this action and through the date notice is mailed
18 to a certified class who worked more than 3.5 hours in a shift and did not receive wages to compensate
19 employees for workdays Defendants failed to provide legally compliant rest periods for each four
20 hour period or major fraction thereof worked.

21 E. **Indemnification Class:** All current and former non-exempt employees
22 employed by Defendants as drivers with Amazon related delivery services in California at any time
23 within the four years prior to the filing of the initial complaint in this action and through the date
24 notice is mailed to a certified class who Defendant failed to reimburse all necessary business
25 expenditures.

26 F. **Wage Statement Class:** All current and former non-exempt employees
27 employed by Defendants as drivers with Amazon related delivery services in California at any time
28 within the one year prior to the filing of the initial complaint in this action and through the date notice

1 is mailed to a certified class who received inaccurate or incomplete wage statements.

2 G. **Waiting Time Class:** All non-exempt employees employed by Defendants as
3 drivers with Amazon related delivery services in California at any time within the three years prior to
4 the filing of the initial complaint in this action and through the date notice is mailed to a certified
5 class whose employment ended and they did not receive all minimum wage or overtime for all hours
6 worked or wages to compensate them for Defendant's failure to provide legally compliant meal
7 periods or rest periods.

8 H. **California Class:** All aforementioned classes are here collectively referred to
9 as the "California Class".

10 36. There is a well-defined community of interest in the litigation and the classes are
11 ascertainable:

12 A. **Numerosity:** While the exact number of class members in each class is
13 unknown to plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
14 all members is impractical under the circumstances of this case.

15 B. **Common Questions Predominate:** Common questions of law and fact exist
16 as to all members of the Plaintiff classes and predominate over any questions that affect only
17 individual members of each class. The common questions of law and fact include, but are not limited
18 to:

- 19 i. Overtime Class;
- 20 ii. Whether Defendants failed to provide legally required and legally
21 compliant meal breaks or owed meal period premiums to the Meal Period Class;
- 22 iii. Whether Defendants failed to provide all legally required and legally
23 compliant rest breaks or owed rest period premiums to the Rest Period Class;
- 24 iv. Whether Defendants failed to provide the Wage Statement Class
25 Members with accurate and complete itemized wage statements;
- 26 v. Whether Defendants failed to reimburse the Indemnification Class;
- 27 vi. Whether Defendants failed to provide the Wage Statement Class
28 Members with accurate and complete itemized wage statements;

1 vii. Whether Defendants failed to provide the Derivative Waiting Time
2 Class with all unpaid wages within the statutory time period following separation of employment;

3 viii. Whether Defendants committed unlawful business acts or practices
4 within the meaning of Business and Professions Code section 17200 *et seq.*;

5 ix. Whether Class Members are entitled to unpaid wages, penalties,
6 interest, fees and other relief in conjunction with his claims; and

7 x. Whether, as a consequence of Defendant's unlawful conduct, the Class
8 Members are entitled to restitution, and/or equitable relief;

9 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in
10 each of the classes. Plaintiff and members of the Minimum Wage and Overtime Classes sustained
11 damages and/or loss of vested wages based on Defendants' failure to pay wages for all hours worked
12 at the applicable minimum wage and/or overtime rate. Plaintiff and members of the Meal Period and
13 Rest Period Classes sustained damages and/or loss of vested wages based on Defendants' failure to
14 provide wages for workdays Defendants failed to provide legally compliant meal periods and/or rest
15 periods. Plaintiff and the members of the Indemnification Class sustained damages arising out of
16 Defendants' failure to reimburse all necessary business expenses. Plaintiff and the members of the
17 Wage Statement Class sustained damages arising out of Defendants' failure to furnish them with
18 accurate and/or complete itemized wage statements in compliance with Labor Code section 226.
19 Plaintiff and the members of the Waiting Time Class sustained damages arising out of Defendants'
20 failure to provide all unpaid wages due upon the end of their employment.

21 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
22 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
23 other class members. Plaintiff's Counsel is qualified to conduct the litigation.

24 E. **Superiority:** A class action is superior to other available means for the fair and
25 efficient adjudication of this controversy. Because individual joinder of all members of each class is
26 impractical, class action treatment will permit a large number of similarly situated persons to
27 prosecute their common claims in a single forum simultaneously, efficiently, and without the
28 unnecessary duplication of effort and expense that numerous individual actions would engender. The

1 expenses and burdens of individual litigation would make it difficult or impossible for individual
2 members of each class to redress the wrongs done to them, while important public interests will be
3 served by addressing the matter as a class action. The cost to and burden on the court system of
4 adjudication of individualized litigation would be substantial, and substantially more than the costs
5 and burdens of a class action. Individualized litigation would also present the potential for inconsistent
6 or contradictory judgments.

7 F. **Public Policy Consideration:** Employers throughout the state violate wage
8 and hour laws. Current employees are often afraid to assert their rights out of fear of direct or indirect
9 retaliation. Former employees are fearful of bringing actions because they perceive their former
10 employers can blacklist them in their future endeavors through negative references and by other
11 means. Class actions provide the class members who are not named in the complaint with a type of
12 anonymity that allows for vindication of their rights.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY MINIMUM WAGE OR OVERTIME WAGES FOR ALL HOURS**
15 **WORKED IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, 1197, 1198, AND**
16 **THE WAGE ORDERS**

17 **(Against DEFENDANTS RAPID PASADENA SERVICES, LLC, AMAZON.COM LLC,**
18 **AMAZON.COM SERVICES LLC, AMAZON LOGISTICS, INC., AMAZON**
19 **FULFILLMENT SERVICES, INC., and DOES 1 to 50 by the Minimum Wage Class and**
20 **Overtime Class)**

21 37. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
22 by reference.

23 38. At all times relevant to this Complaint, Plaintiff and the members of the Minimum
24 Wage Class and Overtime Class were non-exempt employees of DEFENDANTS in California and
25 covered by California Labor Code sections 510, 1194, 1197, 1198 and the Wage Orders.

26 39. In California, an employer is required to pay an employee for all "hours worked"
27 which includes all time that an employee is under control of the employer and including all time that
28 the employee is suffered and permitted to work whether or not the employee is required to work. This

1 includes time an employee is required to be present at a certain location whether or not the employee
2 is working, including meal times. (*Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833,
3 840-842, *Morillion vs. Royal Packing Co.* (2000) 22 Cal.4th 575, 582.) Labor Code sections 1194,
4 1197 and the Wage Orders require that an employer compensate employees for "hours worked" at
5 least at a minimum wage rate of pay as established by the wage orders. Labor Code sections 510,
6 1194 and the Wage Orders require that an employer compensate employees for "hours worked" at a
7 higher rate of pay when an employee works over a certain number of hours: 1.5 times the regular rate
8 of pay for hours worked over 8 hours up to 12 hours in a workday, over 40 hours in a workweek, or
9 up to 8 hours on a seventh day of work in a workweek or 2 times the regular rate of pay for hours
10 worked over 12 hours in a workday.

11 40. At times during the four years prior to the filing of the Complaint, DEFENDANTS
12 used policies and procedures which failed to provide drivers performing Amazon-related delivery
13 services with wages at the applicable minimum wage rate and/or overtime rate for all the time they
14 actually worked. Despite that California law requires employers to pay all non-exempt employee
15 wages, at the applicable rate, for all "hours worked"; DEFENDANTS had a policy and procedure of
16 automatically deducting meal periods from each driver's daily hours worked regardless of whether
17 the driver who performs Amazon related delivery services received a meal period or received a shorter
18 meal period than 30 minutes. This resulted in Plaintiff and other non-exempt employees working as
19 drivers performing Amazon-related delivery services having time deducted from their daily hours
20 even though they were working and/or received less than a thirty minute meal period. This resulted
21 in Defendants failing to pay wages for this work time at least at a minimum wage rate or overtime, to
22 the extent the time qualified as overtime, for the improperly deducted time which Plaintiff and the
23 drivers performing Amazon-related delivery services were working and not on a meal break.

24 41. In addition, Defendants required that Plaintiff and other similarly situated employees
25 working as drivers in California performing Amazon-related delivery services show up to work and
26 pick up mandatory communication devices and keys to vehicles used for making deliveries at the
27 beginning of their shift which included time waiting in line in order to pick up the devices and keys
28 prior to their shift. This mandatory procedure of picking up communication devices and keys was

1 before Plaintiff and other similarly situated employees clocked in for the day. Accordingly,
2 Defendants did not pay Plaintiff and other similarly situated employees for this time even though it
3 was mandatory and for the benefit of Defendants. Defendants applied this policy and procedure to
4 Plaintiff and other similarly situated employees working as drivers performing Amazon-related
5 delivery services in California and resulted in non-exempt employees working time which was not
6 compensated minimum wage or overtime, if the time qualified as overtime.

7 42. DEFENDANTS' policies and procedures were applied to all non-exempt employees
8 working as drivers in California performing Amazon-related delivery services at times during the four
9 years prior to the filing of the Complaint and resulted in these employees working time which was
10 not compensated any wages in violation of Labor Code sections 510, 1194, 1197, 1198, and the Wage
11 Orders.

12 43. As a result of Defendants' unlawful conduct, Plaintiff and members of the Minimum
13 Wage Class and Overtime Class have suffered damages in an amount subject to proof, to the extent
14 that they were not paid minimum wage for all hours worked or overtime wages for all overtime hours
15 worked.

16 44. Pursuant to California Labor Code sections 510, 1194, 1197, 1198 and the Wage
17 Orders, Plaintiff and the Minimum Wage Class and Overtime Class are entitled to recover unpaid
18 wages at the applicable minimum wage rate plus liquidated damages, applicable overtime wages,
19 interest thereon, and attorneys' fees and costs.

20 SECOND CAUSE OF ACTION

21 **FAILURE TO PROVIDE ALL LEGALLY REQUIRED AND LEGALLY COMPLIANT** 22 **MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 226.7, 512, 1198 AND** 23 **THE WAGE ORDERS**

24 **(Against DEFENDANTS RAPID PASADENA SERVICES, LLC, AMAZON.COM LLC,**
25 **AMAZON.COM SERVICES LLC, AMAZON LOGISTICS, INC., AMAZON**
26 **FULFILLMENT SERVICES, INC., and DOES 1 to 50 by the Meal Period Class)**

27 45. Plaintiff incorporates all paragraphs above as though fully set forth herein.

28 46. At all times relevant to this Complaint, Plaintiff and the members of the Meal Period

1 Class were non-exempt employees of Defendants working as drivers providing Amazon related
2 delivery services and covered by California Labor Code sections 226.7, 512, 1198, and the Wage
3 Orders. California law requires an employer to provide an employee an uninterrupted meal period of
4 no less than 30-minutes before the end of each 5 hour work period during which employees are
5 relieved of all duties, including a second meal period if the employee works more than 10 hours. (Lab.
6 Code §§226.7, 512, 1198; Wage Orders, subd. 11.) If the employee is not relieved of all duties during
7 a 30 minute meal period, the meal period is considered "on duty" and the entire meal period is counted
8 as time worked. (Wage Orders, subd. 11.) If an employee is not free to leave the work place during a
9 meal period, the employee is not relieved of all duties during the meal period and is subject to the
10 control of the employer and does not comply with the requirement of an employee being relieved of
11 all duties during their meal. (*Bono Enterprises v. Labor Commissioner* (1995) 32 Cal.App.4th 968.)
12 Further, an employer cannot impede or discourage an employee from taking a meal period off
13 premises and which they are relieved of all duties and control of the employer. (*Brinker v. Superior*
14 *Court* (2012) 53 Cal.4th 1004, 1039.) If an employer fails to provide an employee a meal period in
15 accordance with the law, the employer must pay the employee one hour of pay at the employee's
16 regular rate of compensation for each work day that a legally required meal period was not provided
17 or was not duty free. (*Id.*)

18 47. Plaintiff and other non-exempt employees worked as drivers performing Amazon-
19 related delivery services on workdays in shifts of more than 5 hours and 10 hours at times in excess
20 of 14 hours in a day. During Plaintiff and other similarly situated employees' employment,
21 DEFENDANTS would fail to provide a legally required and legally compliant meal break prior to
22 the end of the fifth hour of work or a second meal break prior to the tenth hour of work of a full 30
23 minutes, if working more than 10 hours. DEFENDANTS also failed to accurately record meal periods
24 of Plaintiff and other similarly situated drivers and instead automatically denoted meal periods on
25 Plaintiff and other drivers' records even if they did not receive meal periods or received meal periods
26 shorter than 30 minutes for each 5 hours of work.

27 48. Defendants also failed to pay Plaintiff and similarly situated employees one hour of
28 pay at their regular rate of pay for each workday Plaintiff and employees did not receive all legally

1 required and legally compliant meal periods.

2 49. Because Defendants failed to afford employees meal periods in compliance with the
3 law, Defendants are liable to Plaintiff and the Meal Period Class for one hour of additional pay at the
4 regular rate of compensation for each workday that Defendants did not provide all meal periods in
5 compliance with the law.

6 50. Plaintiff, on behalf of himself and the Meal Period Class, seeks damages and all other
7 relief allowable including a missed meal break wage for each workday the employees were not
8 provided with all legally required meal periods in compliance with the law.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ALL LEGALLY REQUIRED AND LEGALLY COMPLIANT**
11 **REST BREAKS IN VIOLATION OF LABOR CODE SECTION 226.7, 1198, AND THE**
12 **WAGE ORDERS**

13 **(Against DEFENDANTS RAPID PASADENA SERVICES, LLC, AMAZON.COM LLC,**
14 **AMAZON.COM SERVICES LLC, AMAZON LOGISTICS, INC., AMAZON**
15 **FULFILLMENT SERVICES, INC., and DOES 1 to 50 by the Rest Period Class)**

16 51. Plaintiff hereby incorporates by reference the paragraphs above, as if fully set herein
17 by reference.

18 52. At all times relevant to this Complaint, Plaintiff and the members of the Rest Period
19 Class were non-exempt employees of DEFENDANTS in California working as drivers providing
20 Amazon related delivery services and covered by California Labor Code section 226.7 and the Wage
21 Orders.

22 53. California law states that “[e]very employer shall authorize and permit all employees
23 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
24 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
25 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
26 an employee a rest period in accordance with the applicable provisions of this order, the employer
27 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
28 workday that the rest period is not provided.” (Wage Orders, subd. 12; see Lab. Code § 226.7.) Under

1 California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six
2 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
3 more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
4 1029; Lab. Code §226.7; Wage Orders, subd. 12.) Rest periods must be in the middle of each work
5 period. (Wage Orders, subd. 12.) In addition, if an employer requires employees to stay on the
6 premises during the rest period, they are under control of the employer and they are not relieved of
7 all duties in violation of California law. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th
8 257, 271.) If an employer fails to provide an employee a timely and legally compliant rest period, the
9 employer must pay the employee one hour of pay at the employee’s regular rate of compensation for
10 each work day that a legally required meal period was not provided or was not duty free. (Wage
11 Orders, subd. 12.)

12 54. Plaintiff and other non-exempt employees working as drivers with Amazon related
13 delivery services worked on workdays in shifts of more than 3.5 hours and more than 10 hours. During
14 his employment, DEFENDANTS would regularly fail to provide Plaintiff and other similarly situated
15 employees with rest breaks during which they were relieved of all duties. DEFENDANTS failed to
16 provide rest periods. DEFENDANTS did not have a policy to actually provide Plaintiff and other
17 similarly situated non-exempt employees with rest breaks when they worked more than 3.5 hours or
18 other minimum threshold of hours entitling them to multiple rest breaks, i.e., more than 3.5, more
19 than, 6, more than 10 hours.

20 55. DEFENDANTS also failed to pay Plaintiff and similarly situated employees one hour
21 of pay at their regular rate of pay for each workday Plaintiff and employees did not receive all timely
22 and legally compliant rest periods.

23 56. Because DEFENDANTS failed to afford employees rest periods in compliance with
24 the law, DEFENDANTS are liable to Plaintiff and the Rest Period Class for one hour of additional
25 pay at the regular rate of compensation for each workday that Defendants did not provide all rest
26 periods in compliance with the law.

27 57. Plaintiff, on behalf of himself and the Rest Period Class, seeks damages and all other
28 relief allowable including a premium rest break wage for each workday the employees were not

1 provided with all rest periods in compliance with the law.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES IN**

4 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

5 **(Against DEFENDANTS RAPID PASADENA SERVICES, LLC, AMAZON.COM LLC,**
6 **AMAZON.COM SERVICES LLC, AMAZON LOGISTICS, INC., AMAZON**
7 **FULFILLMENT SERVICES, INC., and DOES 1 to 50 by the Indemnification Class)**

8 58. Plaintiff incorporates all paragraphs above as if fully alleged herein.

9 59. At all times herein set forth California Labor Code sections 2800 and 2802 provide
10 that an employer must reimburse employees for all necessary expenditures.

11 60. As part of their duties, Plaintiff and similarly situated employees working as drivers
12 providing Amazon related delivery services were required to use their cell phones to receive and
13 make calls and/or were required to have their cell phones ready and on in order to receive or make
14 calls. However, Defendants did not provide reimbursement to Plaintiff and similarly situated
15 employees for use of their cell phones. This practice resulted in Plaintiff and all other similarly
16 situated employees not receiving adequate indemnification in compliance with California law.

17 61. As a direct and proximate result of Defendants' violation of Labor Code section 2802,
18 Plaintiff and other Indemnification Class Members have suffered irreparable harm and monetary
19 damages entitling them to damages, injunctive relief, and restitution. Plaintiff, on behalf of himself
20 and on behalf of the Indemnification Class, seeks damages and all other relief allowable including
21 indemnification for the use of their cell phones pursuant to Labor Code section 2802.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**

24 **VIOLATION OF LABOR CODE SECTION 226**

25 **(Against DEFENDANTS RAPID PASADENA SERVICES, LLC, AMAZON.COM LLC,**
26 **AMAZON.COM SERVICES LLC, AMAZON LOGISTICS, INC., AMAZON**
27 **FULFILLMENT SERVICES, INC., and DOES 1 to 50 by the Wage Statement Class)**

28 62. Plaintiff incorporates by reference all paragraphs above as if fully alleged herein.

1 63. At all relevant times, Plaintiff and the other members of the Wage Statement Class
2 were non-exempt employees of DEFENDANTS and covered by Labor Code Section 226.

3 64. Pursuant to Labor Code Section 226, subdivision (a), Plaintiff and the other members
4 of the class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
5 wage statement accurately stating the following:

6 (1) gross wages earned, (2) total hours worked by the employee, except
7 for any employee whose compensation is solely based on a salary and
8 who is exempt from payment of overtime under subdivision (a) of
9 Section 515 or any applicable order of the Industrial Welfare
10 Commission, (3) the number of piece-rate units earned and any
11 applicable piece rate if the employee is paid on a piece-rate basis, (4)
12 all deductions, provided that all deductions made on written orders of
13 the employee may be aggregated and shown as one item, (5) net wages
14 earned, (6) the inclusive dates of the period for which the employee is
15 paid, (7) the name of the employee and his or her social security
16 number, except that by January 1, 2008, only the last four digits of his
17 or her social security number or an employee identification number
18 other than a social security number may be shown on the itemized
19 statement, (8) the name and address of the legal entity that is the
20 employer, and (9) all applicable hourly rates in effect during the pay
21 period and the corresponding number of hours worked at each hourly
22 rate by the employee.

23 65. At times during the one year prior to the filing of the Complaint, DEFENDANTS
24 failed to provide accurate and complete wage statements to Plaintiff and other non-exempt drivers
25 performing Amazon-related delivery services. At times during the one year prior to the filing of the
26 Complaint, DEFENDANTS failed to provide accurate and complete wage statements to Plaintiff and
27 other non-exempt employees. Because DEFENDANTS failed to pay all minimum wage and overtime
28 due for all hours worked, failed to provide meal and rest period premiums, and failed to record all
time worked and meal periods taken; wage statements provided to Plaintiff and other similarly
situated employees working as drivers with Amazon related delivery duties often failed to accurately
state total hours worked, gross wages earned, net wages earned, and applicable hourly rates and
corresponding number of hours worked. DEFENDANTS violated Labor Code section 226,
subdivision (a), by failing to provide wage statements which stated accurate representations of total
hours worked, gross wages earned, net wages earned, and applicable hourly rates and corresponding

1 number of hours worked.

2 66. DEFENDANTS' failure to provide Plaintiff and members of the Wage Statement Class
3 with accurate and complete wage statements was knowing and intentional. DEFENDANTS
4 knowingly and intentionally put in place practices which deprived employees of wages, i.e., failed to
5 provide wages for or account for time that employees were required to obtain or line up to obtain
6 communication devices and vehicle keys, failed to pay wages for or account for hours worked by
7 automatically deducting meal periods during periods employees were working, failed to pay meal
8 period and rest period premium wages, which resulted in DEFENDANTS' knowing and intentional
9 providing of inaccurate wage statements.

10 67. As a result of DEFENDANTS unlawful conduct, Plaintiff and members of the Class
11 have suffered injury in that the wage statements inaccurately stated and/or failed to state the
12 aforementioned items of information and Plaintiff and the members of the class could not promptly
13 and easily determine from the wage statement alone an accurate statement of: the gross wages earned,
14 the total hours worked, the net wages earned, and the applicable hourly rates in effect during the pay
15 period and corresponding number of hours worked at each hourly rate.

16 68. The Wage Statement Class suffered injury as a result of DEFENDANTS' failure to
17 maintain accurate records for the members of the Wage Statement Class in that the members of the
18 Wage Statement Class were not timely provided written accurate itemized statements showing all
19 requisite information including but not limited to total hours worked by the employee, net wages
20 earned and all applicable hourly rates in effect during the pay period and the corresponding number
21 of hours worked at each hourly rate, in violation of Labor Code §226 and the IWC Wage Orders
22 §7(A), such that the members of the Wage Statement Class were misled by DEFENDANTS as to the
23 correct information regarding various items, including but not limited to. total hours worked by the
24 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate. The actual injuries suffered by the
26 members of the Wage Statement Class as a result of DEFENDANTS' knowing and intentional failure
27 to maintain accurate records for the members of the Wage Statement Class include but are not limited
28 to: (a) Confusion over whether they received all wages owed them by DEFENDANTS; (b) The

1 difficulty and expense of attempting to reconstruct time and pay records; (c) Being forced to engage
2 in mathematical computations to analyze whether DEFENDANTS' wages in fact compensated for all
3 hours worked; (d) The inability to accurately calculate wage rates complicated by the fact that wage
4 statement information required by Labor Code §226 is not accurate; (e) That such practice prevents
5 the members of the Wage Statement Class from being able to effectively challenge information on
6 their wage statements; and/or (f) The difficulty and expense of filing and maintaining this lawsuit,
7 and the discovery required to collect and analyze the very information that California law requires.

8 69. Pursuant to Labor Code Section 226(e), Plaintiff and members of the Wage Statement
9 Class are entitled to recover actual damages or fifty dollars for the initial pay period in which a
10 violation of Labor Code Section 226 occurred and one hundred dollars for each violation of Labor
11 Code Section 226 in a subsequent pay period, not to exceed an aggregate penalty of four thousand
12 dollars per employee.

13 70. Pursuant to Labor Code Section 226(g), Plaintiff and members of the Wage Statement
14 Class are entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
15 Labor Code Section 226(a). Injunctive relief is warranted because DEFENDANTS continue to
16 provide currently employed members of the Class with inaccurate wage statements in violation of
17 Labor Code Section 226(a) and currently employed members of the Class have no adequate legal
18 remedy for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing
19 unlawful conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS comply
20 with Labor Code Section 226(a). (Lab. Code §226, subd. (h).)

21 71. Pursuant to Labor Code Sections 226(e) and 226(g), Plaintiff and members of the Class
22 are entitled to recover the full amount of penalties due under Labor Code Section 226(e), reasonable
23 attorney fees, and costs of suit.

24 SIXTH CAUSE OF ACTION

25 **FAILURE TO TIMELY PAY UNPAID WAGES DUE AT TIME OF SEPARATION OF**
26 **EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
27 **(Against DEFENDANTS RAPID PASADENA SERVICES, LLC, AMAZON.COM LLC,**
28 **AMAZON.COM SERVICES LLC, AMAZON LOGISTICS, INC., AMAZON**

1 **FULFILLMENT SERVICES, INC., and DOES 1 to 50 by the Waiting Time Class)**

2 72. Plaintiff incorporates all paragraphs above as if fully alleged herein.

3 73. At all relevant times, Plaintiff and the other members of the Waiting Time Class were
4 non-exempt employees of DEFENDANTS in California and covered by Labor Code Sections 201 or
5 202.

6 74. Pursuant to Labor Code Sections 201 or 202, Plaintiff and members of the Waiting
7 Time Class were entitled upon termination to timely payment of all wages earned and unpaid prior to
8 termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to
9 discharge immediately upon termination. Employees who resigned were entitled to payment of all
10 wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if
11 they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid
12 prior to resignation at the time of resignation.

13 75. DEFENDANTS failed to pay Plaintiff and the Waiting Time Class with all wages as
14 alleged above during their employment and never paid these amounts after the employees separated
15 employment from DEFENDANTS. The unpaid wages included the unpaid minimum wage and
16 overtime and unpaid meal and rest period premiums as described above in more detail owed to
17 Plaintiff and other California similarly situated employees in violation of Labor Code sections 201
18 and 202.

19 76. DEFENDANTS' failure to pay Plaintiff and members of the Waiting Time Class all
20 unpaid wages prior to termination or within 72 hours of resignation in accordance with Labor Code
21 Sections 201 or 202 was willful. DEFENDANTS had the ability to pay all wages earned by hourly
22 workers prior to termination or within 72 hours of resignation in accordance with Labor Code Sections
23 201 or 202, but intentionally adopted policies or practices incompatible with the requirements of
24 Labor Code Sections 201 or 202. DEFENDANTS' practices are described in further detail above.
25 When DEFENDANTS failed to timely pay hourly workers all unpaid wages earned at the time of
26 termination or within 72 hours of resignation, DEFENDANTS knew what they were doing and
27 intended to do what they did.

28 77. Pursuant to Labor Code Section 201 or 202, Plaintiff and members of the Waiting

1 Time Class are entitled to all wages earned prior to termination that DEFENDANTS did not pay
2 them.

3 78. Pursuant to Labor Code Section 203, Plaintiff and members of the Waiting Time Class
4 are entitled to continuation of their wages, from the day they earned and unpaid wages were due upon
5 termination until paid, up to a maximum of 30 days.

6 79. As a result of DEFENDANTS conduct, Plaintiff and members of the Waiting Time
7 Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all
8 wages earned prior to termination.

9 80. As a result of DEFENDANTS conduct, Plaintiff and members of the Waiting Time
10 Class have suffered damages in an amount, subject to proof, to the extent they were not paid all
11 continuation wages owed under Labor Code Section 203.

12 81. Pursuant to Labor Code Sections Plaintiff and members of the Waiting Time Class are
13 entitled to recover the full amount of their unpaid wages, continuation wages under Section 203, and
14 interest thereon.

15 **SEVENTH CAUSE OF ACTION**

16 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS**

17 **CODE SECTION 17200, *et seq.***

18 **(Against DEFENDANTS RAPID PASADENA SERVICES, LLC, AMAZON.COM LLC,**
19 **AMAZON.COM SERVICES LLC, AMAZON LOGISTICS, INC., AMAZON**
20 **FULFILLMENT SERVICES, INC., and DOES 1 to 50 by the California Class)**

21 82. Plaintiff incorporates all paragraphs above as if fully alleged herein.

22 83. The unlawful conduct of Defendants alleged herein constitutes unfair competition
23 within the meaning of Business and Professions Code Section 17200. This unfair conduct includes
24 DEFENDANTS' use of policies and procedures which resulted in DEFENDANTS' failure to provide:
25 minimum wage or applicable overtime wages for all hours worked, meal and rest period premium
26 wages, indemnification, complete and accurate wage statements, and timely payment of final wages,
27 all as described in more detail above. Due to DEFENDANTS' unfair and unlawful business practices
28 in violation of the Labor Code, DEFENDANTS have gained a competitive advantage over other

1 comparable companies doing business in the State of California that comply with their obligations to
2 provide their employees with: wages at the applicable rate for all hours worked, legally compliant
3 meal and rest periods or premium wages when employees weren't provided all legally required and
4 compliant meal and rest periods, indemnification complete and accurate wage statements, and timely
5 payment of final wages, all as described in more detail above.

6 84. As a result of DEFENDANTS' unfair competition as alleged herein, Plaintiff and
7 members of the California Class have suffered injury in fact and lost money or property, as described
8 in more detail above and are entitled to restitution and/or injunctive relief.

9 85. Pursuant to Business and Professions Code Section 17203, Plaintiff and members of
10 the California Class are entitled to restitution of all wages or monies (unpaid minimum wage and
11 overtime, meal and rest period premium wages, indemnification) and other monies rightfully
12 belonging to them that DEFENDANTS failed to pay them and wrongfully retained by means of their
13 unlawful and unfair business practices. Plaintiff also seeks an injunction against DEFENDANTS on
14 behalf of the California Class enjoining them, and any and all persons acting in concert with them,
15 from engaging in each of the unlawful practices, policies and patterns set forth herein.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE, PLAINTIFF, ON HIS BEHALF AND ON BEHALF OF THOSE**
18 **SIMILARLY-SITUATED, PRAYS AS FOLLOWS:**

19
20 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, AND SEVENTH, CAUSES**
21 **OF ACTION:**

22 1. That the Court determine that this action may be maintained as a class action (for the
23 entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil
24 Procedure section 382 and any other applicable law;

25 2. That the named Plaintiff be designated as class representative for the California Class
26 (and all sub-classes thereof);

27 3. A declaratory judgment that the practices complained herein are unlawful; and,

28 4. An injunction against Defendants enjoining them, and any and all persons acting in

1 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
2 herein.

3 **ON THE FIRST CAUSE OF ACTION:**

4 1. That the Defendants be found to have violated the minimum wage provisions and
5 overtime provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and the
6 Minimum Wage Class and Overtime Wage Class;

7 2. For damages, according to proof, including unpaid wages during the relevant statute
8 of limitations subject to any permissible tolling;

9 3. For any and all legally applicable penalties during the relevant statute of limitations
10 subject to any permissible tolling;

11 4. For liquidated damages pursuant to Labor Code section 1194.2;

12 5. For pre-judgment interest, including but not limited to that recoverable under
13 California Labor Code section 1194, and post-judgment interest;

14 6. For attorneys' fees and costs of suit, including but not limited to that recoverable under
15 California Labor Code section 1194; and,

16 7. For such and other further relief, in law and/or equity, as the Court deems just or
17 appropriate.

18 **ON THE SECOND CAUSE OF ACTION:**

19 1. That the Defendants be found to have violated the meal break provisions of the Labor
20 Code and the IWC Wages Orders as to the Plaintiff and the Meal Period Class;

21 2. For damages, according to proof, including unpaid wages;

22 3. For any and all legally applicable penalties;

23 4. For pre-judgment interest, including but not limited to that recoverable under
24 California Labor Code section 218.6, and post-judgment interest; and

25 5. For such and other further relief, in law and/or equity, as the Court deems just or
26 appropriate.

27 **ON THE THIRD CAUSE OF ACTION:**

28 1. That the Defendants be found to have violated the rest break provisions of the Labor

1 Code and the IWC Wages Orders as to the Plaintiff and the Rest Period Class;

2 2. For damages, according to proof, including unpaid wages;

3 3. For any and all legally applicable penalties;

4 4. For pre-judgment interest, including but not limited to that recoverable under
5 California Labor Code section 218.6, and post-judgment interest; and

6 5. For such and other further relief, in law and/or equity, as the Court deems just or
7 appropriate.

8 **ON THE FOURTH CAUSE OF ACTION:**

9 1. That the Defendants be found to have violated the indemnification provisions of the
10 Labor Code and the IWC Wages Orders as to the Plaintiff and the Indemnification Class;

11 2. For damages, according to proof, including unpaid use of class members' cell phones;

12 3. For any and all legally applicable penalties;

13 4. For pre-judgment interest, including but not limited to that recoverable under
14 California Labor Code section 2802, and post-judgment interest;

15 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under
16 Labor Code section 2802; and

17 6. For such and other further relief, in law and/or equity, as the Court deems just or
18 appropriate.

19 **ON THE FIFTH CAUSE OF ACTION:**

20 1. That the Defendants be found to have violated the provisions of the Labor Code
21 regarding proper itemized paystubs as to the Wage Statement Class;

22 2. For damages and/or penalties, according to proof, including damages and/or statutory
23 penalties under Labor Code section 226(e) and any other legally applicable damages or penalties;

24 3. For pre-judgment interest and post-judgment interest;

25 4. For attorneys' fees and costs of suit, including but not limited to that recoverable under
26 California Labor Code section 226(e); and,

27 5. For such and other further relief, in law and/or equity, as the Court deems just or
28 appropriate.

1 **ON THE SIXTH CAUSE OF ACTION:**

2 1. That the Defendants be found to have violated the provisions of the Labor Code
3 regarding payment of wages due upon resignation or termination as to the Waiting Time Class;

4 2. For damages and/or penalties, according to proof, including damages and/or statutory
5 penalties under Labor Code section 203 and any other legally applicable damages or penalties;

6 3. For pre-judgment interest, including under California Labor Code section 218.6, and
7 post-judgment interest; and,

8 4. For such and other further relief, in law and/or equity, as the Court deems just or
9 appropriate.

10 **ON THE SEVENTH CAUSE OF ACTION:**

11 1. That the Defendants be found to have violated Business and Professions Code section
12 17200 for the conduct alleged herein as to all Classes;

13 2. A declaratory judgment that the practices complained herein are unlawful;

14 3. An injunction against Defendants enjoining them, and any and all persons acting in
15 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
16 herein;

17 4. For restitution to the full extent permitted by law; and,

18 5. For such and other further relief, in law and/or equity, as the Court deems just or
19 appropriate.

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21 Dated: May 22, 2020

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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24 By: 

Joseph Lavi, Esq.
Jordan D. Bello, Esq.
Attorneys for PLAINTIFF
FRANCISCO ZULETA and Other Class
Members

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Dated: May 22, 2020

By: [Signature]

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