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7 on behalf of themselves and all others similarly situated

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN MATEO**

11 KENDELL LARON PRATER, RUSSEL
STEPHEN, TYLER KARLI, and SABRINA
12 DENNIS, on behalf of himself and all others
similarly situated,

13
14 Plaintiffs,

15 v.

16 ON COURIER 365, INC., a California
corporation; WEB TO DOOR CORP., a Nevada
17 corporation; SOUTH EAST EMPLOYEE
LEASING SERVICES, INC., a Florida
18 corporation; AMAZON LOGISTICS, INC., a
Washington corporation; AMAZON
19 SERVICES, INC., a Washington corporation;
AMAZON.COM LLC, a Washington
20 corporation; AMAZON.COM SERVICES,
LLC, a Washington corporation;
21 AMAZON.COM, INC., a Washington
corporation,

22 Defendants.
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Electronically
FILED
by Superior Court of California, County of San Mateo
ON 8/25/2022
By /s/ Marcela Enriquez
Deputy Clerk

CASE NO.: 20-CIV-02814

**SECOND AMENDED CLASS AND
COLLECTIVE ACTION COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF;
4. FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF;
5. FAILURE TO PAY DUE WAGES AT
TERMINATION;
6. WAGE STATEMENT VIOLATIONS;
7. VIOLATIONS OF LABOR CODE § 2802;
8. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *et seq.*
9. CIVIL PENALTIES UNDER LABOR CODE §
210;
10. CIVIL PENALTIES UNDER LABOR CODE §
226.3;
11. VIOLATION OF LABOR CODE § 558;
12. VIOLATION OF LABOR CODE § 1197.1;
13. CIVIL PENALTIES UNDER LABOR CODE §
2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000]

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on behalf of themselves and all others similarly situated

1 COME NOW plaintiffs KENDELL LARON PRATER, RUSSEL STEPHEN, TYLER
2 KARLI, SABRINA DENNIS, CAROL MARTINEZ, and NATHAN BREDENBURG (collectively
3 “Plaintiffs”), on behalf of themselves and all others similarly situated, and alleges as follows:

4 **GENERAL ALLEGATIONS**

5 **INTRODUCTION**

6 1. This is a Class Action, Collective Action and Representative Action, pursuant to
7 Code of Civil Procedure section 382 and Labor Code section 2698, *et seq.*, and pursuant to the Fair
8 Labor Standards Act, 29 U.S.C. § 216(b) on behalf of Plaintiffs and all other current and former
9 non-exempt employees of ON COURIER 365, a California corporation and any of its respective
10 subsidiaries or affiliated companies within the State of California (“ON COURIER”) in the United
11 States (California and Utah), and all current and former non-exempt employees of WEB TO DOOR
12 CORP., a Nevada corporation, and any of its respective subsidiaries or affiliated companies within
13 the State of California (“WEB TO DOOR”) in the United States (California and Utah). Plaintiffs
14 allege violations against ON COURIER, WEB TO DOOR, SOUTH EAST EMPLOYEE LEASING
15 SERVICES, INC., a Florida corporation and any of its respective subsidiaries or affiliated
16 companies within the State of California (“SOUTH EAST”), AMAZON LOGISTICS, INC., a
17 Washington corporation and any of its respective subsidiaries or affiliated companies within the
18 State of California (“AMAZON LOGISTICS”), AMAZON.COM SERVICES, INC., a Washington
19 corporation and any of its respective subsidiaries or affiliated companies within the State of
20 California, AMAZON.COM LLC, a Washington corporation and any of its respective subsidiaries
21 or affiliated companies within the State of California, AMAZON.COM SERVICES, LLC, a
22 Washington corporation and any of its respective subsidiaries or affiliated companies within the
23 State of California (formerly known as Amazon.com, LLC), AMAZON.COM, INC., a Washington
24 corporation and any of its respective subsidiaries or affiliated companies within the State of
25 California.

26 2. AMAZON LOGISTICS, AMAZON.COM SERVICES, INC., AMAZON.COM
27 LLC and AMAZON.COM SERVICES, LLC are collectively referred to as the “Amazon
28 Defendants” or “Amazon.” ON COURIER collectively with WEB TO DOOR, SOUTH EAST,

1 AMAZON LOGISTICS, AMAZON.COM SERVICES, INC., AMAZON.COM LLC,
2 AMAZON.COM SERVICES, LLC, AMAZON.COM, INC., are collectively referred to as
3 “Defendants.”

4 3. For at least four (4) years prior to February 28, 2019¹ and continuing to the present,
5 Defendants have, at times, failed to pay overtime wages to Plaintiffs and other non-exempt
6 employees in the State of California in violation of California state wage and hour laws as a result
7 of, without limitation, Plaintiffs and similarly situated employees, at times, working over eight (8)
8 hours per day, twelve (12) hours per day, forty (40) hours per week, and seven consecutive work
9 days in a work week without being properly compensated for hours worked in excess of (8) hours
10 per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh
11 consecutive work day in a work week by, among other things, Defendants, at times, failing to
12 accurately track and/or pay for all minutes actually worked, including at the proper rate of pay, to
13 the detriment of Plaintiffs and other similarly situated employees.

14 4. For at least four (4) years prior to February 28, 2019 and continuing to the present,
15 Defendants have, at times, failed to pay minimum wages to Plaintiffs and other non-exempt
16 employees in the State of California in violation of California state wage and hour laws as a result
17 of, among other things, Defendants, on occasion, failing to accurately track and/or pay for all
18 minutes actually worked, to the detriment of Plaintiffs and other similarly situated employees.

19 5. For at least four (4) years prior to February 28, 2019 and continuing to the present,
20 Defendants have, on occasion, failed to provide Plaintiffs and other similarly situated employees or
21 former employees within the State of California a thirty (30) minute uninterrupted meal period for
22 days on which the employees worked more than five (5) hours in a work day and a second thirty
23 (30) minute uninterrupted meal period for days on which employees worked in excess of ten (10)

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25
26 ¹ Plaintiff Stephen, by and through certain of his undersigned counsel, entered into agreements with the
27 Amazon Defendants, as well as with ON COURIER for the benefit of Plaintiffs and prospective class and
28 collective members, which tolled the statutes of limitation on FLSA and state law wage claims against
Amazon and ON COURIER, and the applicable time period incorporates the additional time captured by
the tolling agreement.

1 hours in a work day, and failing to provide compensation for such unprovided meal periods as
2 required by California wage and hour laws.

3 6. For at least four (4) years prior to February 28, 2019 and continuing to the present,
4 Defendants have, on occasion, failed to provide Plaintiffs and similarly situated employees or former
5 employees within the State of California rest periods of at least ten (10) minutes per four (4) hours
6 worked or major fraction thereof and failing to provide compensation for such unprovided rest
7 periods as required by California wage and hour laws.

8 7. For at least three (3) years prior to February 28, 2019 and continuing to the present,
9 Defendants have, on occasion, failed to pay Plaintiffs and other similarly situated employees the full
10 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
11 sections 201 and 202 as a result of their occasional failure to pay wages, overtime and regular, as
12 herein mentioned.

13 8. For at least one (1) year prior to February 28, 2019 and continuing to the present,
14 Defendants have, at times, failed to furnish Plaintiffs and similarly situated employees within the
15 State of California with itemized wage statements that accurately reflect gross wages earned; total
16 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate; and other such information as required
18 by Labor Code section 226, subdivision (a). As a result, thereof, Defendants have, at times as herein
19 mentioned, further failed to furnish employees with an accurate calculation of gross and gross wages
20 earned, as well as gross and net wages paid.

21 9. For at least four (4) years prior to February 28, 2019 and continuing to the present,
22 Defendants have, at times, failed to indemnify Plaintiffs and other similarly situated employees or
23 former employees within the State of California for expenses incurred for gas and mileage when
24 using personal vehicles, separately laundering mandatory uniforms, and for maintenance of a
25 personal cellular phone for work purposes, in furtherance of their work duties, in violation of, among
26 other authorities, Labor Code section 2802.

27 10. At all relevant times mentioned herein, Defendants, at times, failed to provide
28 Plaintiffs and other aggrieved employees with, or permit them inspection of, records pertaining to

1 their employment, including wage statements and similar payroll documents under Labor Code
2 section 226, documents signed to obtain or hold employment under Labor Code section 432,
3 personnel records under Labor Code section 1198.5, and time records under Labor Code section
4 1174, to the detriment of Plaintiffs and all other aggrieved employees. As a result of these
5 occasional violations, Defendants are liable for civil penalties pursuant to Labor Code sections 558
6 and 2699.

7 11. At all relevant times mentioned herein, Defendants have had a policy or practice of
8 failing to pay employees their wages in accordance with Labor Code Section 204, which requires
9 that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be
10 paid for between the 16th and 26th day of the month during which the labor was performed, and
11 labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid
12 for between the 1st and 10th day of the following month.”

13 12. At all relevant times mentioned herein, Defendants have had a policy or practice of
14 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
15 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other aggrieved
16 employees with the rates of pay and overtime rates of pay applicable to their employment;
17 allowances claimed as part of the minimum wage; the regular payday designated by Employers; the
18 name, address, and telephone number of the workers’ compensation insurance carrier; information
19 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
20 under Labor Code section 2810.5.

21 13. At all relevant times mentioned herein, Defendants occasionally failed to provide
22 Plaintiffs and other aggrieved employees with the amount of paid sick leave required to be provided
23 pursuant to California law and also did not permit its use upon request as contemplated under
24 California laws, to the detriment of Plaintiffs and all other aggrieved employees.

25 14. Plaintiffs, on behalf of themselves and all other similarly situated employees, bring
26 this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204,
27 210, 226, 226.3, 246, 226.7, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
28 2802, 2810.5, and California Code of Regulations, Title 8, section 11090, seeking overtime wages,

1 minimum wages, payment of premium wages for missed meal and rest periods, reimbursement for
2 expenses incurred in furtherance of work duties, penalties, other such provisions of California law,
3 and reasonable attorneys' fees and costs.

4 15. Plaintiffs, on behalf of themselves and all other similarly situated employees,
5 pursuant to California Business and Professions Code sections 17200 through 17208, also seek (an)
6 injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the
7 establishment of appropriate and effective means to prevent further violations, as well as all monies
8 owed but withheld and retained by Defendants to which Plaintiffs and Class Members are entitled,
9 as well as restitution of amounts owed.

10 16. For at least three (3) years prior to February 28, 2019, Defendants failed to pay
11 Plaintiffs and other aggrieved employees all overtime wages due under the Fair Labor Standards
12 Act, 29 U.S.C. § 216(b). As a result of these violations, Plaintiffs on behalf of themselves and
13 similarly situated employees are entitled to unpaid overtime, liquidated damages, and reasonable
14 attorneys' fees and costs.

15 **PARTIES**

16 **A. Plaintiffs**

17 17. Plaintiff, KENDELL LARON PRATER, is a resident of the State of California. At
18 all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that
19 Defendants jointly employed Plaintiff as a non-exempt employee, with duties that included, but
20 were not limited to, driving and delivering packages. Plaintiff Prater began working for Defendants
21 in approximately June of 2018 and worked through approximately March of 2020.

22 18. Plaintiff, RUSSEL STEPHEN, is a resident of the State of California. At all relevant
23 times herein, Plaintiff is informed and believes, and based thereon alleges that ON COURIER and
24 the Amazon Defendants jointly employed Plaintiff as a non-exempt employee, with duties that
25 included, but were not limited to, driving and delivering packages. Plaintiff Stephen began working
26 for ON COURIER and the Amazon Defendants in approximately January 2018 and worked through
27 approximately July 2018.

28 19. Plaintiff, TYLER KARLI, is a resident of the State of California. At all relevant

1 times herein, Plaintiff is informed and believes, and based thereon alleges that ON COURIER and
2 the AMAZON DEFENDANTS jointly employed Plaintiff as a non-exempt employee, with duties
3 that included, but were not limited to, driving and delivering packages. Plaintiff began working for
4 ON COURIER and the AMAZON DEFENDANTS in approximately February 2018 and worked
5 through approximately March 2019.

6 20. Plaintiff, SABRINA DENNIS, is a resident of the State of California. At all relevant
7 times herein, Plaintiff is informed and believes, and based thereon alleges that WEB TO DOOR and
8 the AMAZON DEFENDANTS jointly employed Plaintiff as a non-exempt employee, with duties
9 that included, but were not limited to, driving and delivering packages. Plaintiff began working for
10 WEB TO DOOR and the AMAZON DEFENDANTS in approximately July 2019 and worked
11 through approximately September 2019.

12 21. Plaintiff, NATHAN BREDENBURG ("Plaintiff Bredenburg"), is a resident of the
13 State of California. At all relevant times herein, Plaintiff Bredenburg is informed and believes, and
14 based thereon alleges that WEB TO DOOR and the AMAZON DEFENDANTS jointly employed
15 Plaintiff Bredenburg as a non-exempt employee, with duties that included, but were not limited to,
16 driving and delivering packages. Plaintiff Bredenburg began working for WEB TO DOOR and the
17 AMAZON DEFENDANTS in approximately October of 2020 and worked through approximately
18 April of 2021.

19 22. Plaintiff, CAROL MARTINEZ ("Plaintiff Martinez"), is a resident of the State of
20 California. At all relevant times herein, Plaintiff Martinez is informed and believes, and based
21 thereon alleges that ON COURIER and the AMAZON DEFENDANTS jointly employed Plaintiff
22 Martinez as a non-exempt employee, with duties that included, but were not limited to, driving and
23 delivering packages. Plaintiff began working for ON COURIER and the AMAZON
24 DEFENDANTS in approximately November of 2016 and worked through approximately November
25 of 2019.

26 **B. Defendants**

27 23. Plaintiffs are informed and believe and based thereon allege that defendant ON
28 COURIER is, and at all times relevant hereto was, a corporation organized and existing under and

1 by virtue of the laws of the State of California and doing business in the County of San Mateo, State
2 of California. Plaintiffs are informed and believe and based thereon allege ON COURIER primarily
3 operates as a client employer within the meaning of Labor Code section 2810.3. At all relevant
4 times herein, defendant ON COURIER employed Plaintiffs and other similarly situated employees
5 within the State of California.

6 24. Plaintiffs are informed and believe and based thereon allege that defendant WEB TO
7 DOOR is, and at all times relevant hereto was, a corporation organized and existing under and by
8 virtue of the laws of the State of Nevada and doing business in the County of San Mateo, State of
9 California. Plaintiffs are informed and believe and based thereon allege WEB TO DOOR primarily
10 operates as a client employer within the meaning of Labor Code section 2810.3. At all relevant
11 times herein, defendant WEB TO DOOR employed Plaintiffs and other similarly situated employees
12 within the State of California.

13 25. Plaintiffs are informed and believe and based thereon allege that defendant SOUTH
14 EAST is, and at all times relevant hereto was, a corporation organized and existing under and by
15 virtue of the laws of the State of Florida and doing business in the County of San Mateo, State of
16 California. Plaintiffs are informed and believe and based thereon allege SOUTH EAST primarily
17 operates as a client employer within the meaning of Labor Code section 2810.3. At all relevant
18 times herein, defendant SOUTH EAST employed Plaintiffs and other similarly situated employees
19 within the State of California.

20 26. Plaintiffs are informed and believe and based thereon allege that defendant
21 AMAZON LOGISTICS is, and at all times relevant hereto was, a corporation organized and existing
22 under and by virtue of the laws of the State of Washington and doing business in the County of San
23 Mateo, State of California. Plaintiffs are informed and believe and based thereon allege AMAZON
24 LOGISTICS primarily operates as a client employer within the meaning of Labor Code section
25 2810.3. At all relevant times herein, defendant AMAZON LOGISTICS employed Plaintiffs and
26 other similarly situated employees within the State of California.

27 27. Plaintiffs are informed and believe and based thereon allege that defendant
28 AMAZON.COM SERVICES, INC. is, and at all times relevant hereto was, a corporation organized

1 and existing under and by virtue of the laws of the State of Washington and doing business in the
2 County of San Mateo, State of California. Plaintiffs are informed and believe and based thereon
3 allege AMAZON.COM SERVICES, INC. primarily operates as a client employer within the
4 meaning of Labor Code section 2810.3. At all relevant times herein, defendant AMAZON.COM
5 SERVICES, INC. employed Plaintiffs and other similarly situated employees within the State of
6 California.

7 28. Plaintiffs are informed and believe and based thereon allege that defendant
8 AMAZON.COM SERVICES, LLC is, and at all times relevant hereto was, a corporation organized
9 and existing under and by virtue of the laws of the State of Washington and doing business in the
10 County of San Mateo, State of California. Plaintiffs are informed and believe and based thereon
11 allege AMAZON.COM SERVICES, LLC primarily operates as a client employer within the
12 meaning of Labor Code section 2810.3. At all relevant times herein, defendant AMAZON.COM
13 SERVICES, LLC employed Plaintiffs and other similarly situated employees within the State of
14 California.

15 29. Plaintiffs are informed and believe and based thereon allege that defendant
16 AMAZON.COM, INC. is, and at all times relevant hereto was, a corporation organized and existing
17 under and by virtue of the laws of the State of Washington and doing business in the County of San
18 Mateo, State of California. Plaintiffs are informed and believe and based thereon allege
19 AMAZON.COM, INC. primarily operates as a client employer within the meaning of Labor Code
20 section 2810.3. At all relevant times herein, defendant AMAZON.COM, INC. employed Plaintiffs
21 and other similarly situated employees within the State of California.

22 30. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
23 include ON COURIER, WEB TO DOOR, SOUTH EAST, AMAZON LOGISTICS, AMAZON
24 SERVICES, INC., AMAZON.COM LLC, AMAZON.COM SERVICES, LLC, AMAZON.COM,
25 INC. and any of their parent, subsidiary, or affiliated companies within the State of California.

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

32. During times relevant, Plaintiffs were employees of the Defendants.

33. Defendants employ individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person.

34. Defendants' annual gross sales each exceed \$500,000.

JURISDICTION

35. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

36. Venue is proper in San Mateo County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, San Mateo County is the county in which the employment contract, or part of it, between Plaintiffs and Defendants ONCI, WTD, and SPLI was actually performed. San Mateo County is also the county in which the Defendants, or some of them, reside and because Defendants employ numerous Class Members in San Mateo County and in the State of California.

37. Plaintiffs are also "aggrieved employees" under PAGA, California Labor Code § 2698 *et seq.*, as Plaintiffs were employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Other aggrieved employees Plaintiffs seek to represent are all other non-exempt employees of Defendants ONCI and WTD, whom Plaintiffs allege were jointly employed by Amazon. Accordingly, Plaintiffs seek to recover, on behalf of themselves and all other aggrieved current and former non-exempt employees of Defendants ONCI and WTD, the civil penalties provided by PAGA plus reasonable attorneys' fees and costs, as the term "civil penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175.

38. Plaintiffs also seek to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

39. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees

1 such as Plaintiffs, on behalf of themselves and all other aggrieved current and former employees
2 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
3 specified in Labor Code section 2699.3.

4 40. Plaintiffs have complied with the procedures for bringing suit specified in Labor
5 Code section 2699.3. On or around June 10, 2020, Plaintiff KENDELL LARON PRATER gave
6 written notice to the Labor and Workforce Development Agency (“LWDA”) and to Defendants ON
7 COURIER 365, WEB TO DOOR, and SOUTH EAST of the specified provisions of the Labor Code
8 alleged to have been violated by it. The LWDA did not provide notice of its intention to investigate
9 Defendants’ alleged violations within sixty-five (65) calendar days of the June 10, 2020 postmarked
10 date of the herein-described notice sent by Plaintiff KENDALL LARON PRATER to the LWDA
11 and Defendants ON COURIER 365, WEB TO DOOR, and SOUTH EAST.

12 41. On or around February 12, 2020, PLAINTIFF MARTINEZ gave written notice to
13 the Labor and Workforce Development Agency (“LWDA”) and to Defendant ON COURIER 365
14 of the specified provisions of the Labor Code alleged to have been violated by it. The LWDA did
15 not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
16 calendar days. Then, on or around June 11, 2021, PLAINTIFF MARTINEZ amended her PAGA
17 letter to include the following Defendants: AMAZON LOGISTICS, AMAZON.COM SERVICES,
18 INC., AMAZON.COM LLC, AMAZON.COM SERVICES, LLC, and AMAZON.COM, INC.

19 42. On or around December 10, 2021, PLAINTIFF BREDENBURG gave written notice
20 to the Labor and Workforce Development Agency (“LWDA”) and to Defendants ON COURIER
21 365 AND WEB TO DOOR of the specified provisions of the Labor Code alleged to have been
22 violated by it. The LWDA did not provide notice of its intention to investigate Defendants’ alleged
23 violations within sixty-five (65) calendar days.

24 43. Plaintiffs KENDELL LARON PRATER, TYLER KARLI, RUSSEL STEPHEN and
25 SABRINA DENNIS gave written notice to the LWDA and Defendants ON COURIER 365, WEB
26 TO DOOR, SOUTH EAST, AMAZON LOGISTICS, AMAZON.COM SERVICES, INC.,
27 AMAZON.COM LLC, AMAZON.COM SERVICES, LLC, and AMAZON.COM, INC. of their
28 amended PAGA letter on April 1, 2022. The LWDA did not provide notice of its intention to

1 investigate Defendants’ alleged violations within sixty-five (65) calendar days of the April 1, 2022
2 postmarked date of the herein-described notice sent by Plaintiffs to the LWDA and Defendants ON
3 COURIER 365, WEB TO DOOR, SOUTH EAST, AMAZON LOGISTICS, AMAZON.COM
4 SERVICES, INC., AMAZON.COM LLC, AMAZON.COM SERVICES, LLC, and
5 AMAZON.COM, INC..

6 44. This Court has subject matter jurisdiction over Plaintiffs’ FLSA claims pursuant to
7 29 U.S.C. § 216(b) (“An action to recover the liability [under the FLSA] may be maintained against
8 any employer . . . in any Federal or *State court* of competent jurisdiction by any one or more
9 employees . . .”) (emphasis added).

10 **FACTUAL BACKGROUND**

11 **Defendants are Joint Employers**

12 45. Amazon uses Delivery Service Providers, such as On Courier 365 and Web to Door
13 Corp., for transporting goods from Amazon warehouses to Amazon customer’s doors as quickly as
14 possible.

15 46. On Courier 365 and Web to Door Corp., Inc., provide or provided delivery services
16 for Amazon at one or more of Amazon’s Delivery Stations through the use of Delivery Associates
17 such as Plaintiffs and other similarly situated and aggrieved employees.

18 47. Delivery Associates are engaged to make deliveries of goods from Amazon delivery
19 stations to Amazon customers.

20 48. The goods that Delivery Associates deliver are purchased by customers using
21 Amazon’s digital platform (the Amazon.com website).

22 49. On Courier 365 and Web to Door Corp. provide Delivery Associates, such as
23 Plaintiffs and other Delivery Associates, with a vehicle.

24 50. Plaintiff KENDELL LARON PRATER was hired in June 2018 and worked as a
25 Delivery Associate for ON COURIER, , AND WEB TO DOOR, and jointly with the AMAZON
26 DEFENDANTS, until on or about March 2020.

27 51. Plaintiff TYLER KARLI was hired in February 2018 and worked as a Delivery
28 Associate for ON COURIER, and jointly with the AMAZON DEFENDANTS, until on or about

1 March 2019.

2 52. Plaintiff RUSSEL STEPHEN was hired in January 2018 and worked as a Delivery
3 Associate for ON COURIER, and jointly with the AMAZON DEFENDANTS, until on or about
4 July 2018.

5 53. Plaintiff SABRINA DENNIS was hired in July 2019 and worked as a Delivery
6 Associate for WEB TO DOOR, and jointly with the AMAZON DEFENDANTS, until on or about
7 September 2019.

8 54. Plaintiff MARTINEZ was hired in November of 2016 and worked as a Delivery
9 Associate and a dispatcher for ON COURIER and jointly with the AMAZON DEFENDANTS, until
10 on or about November of 2019.

11 55. Plaintiff BREDENBURG was hired in October of 2020 and worked as a Delivery
12 Associate for WEB TO DOOR and jointly with the AMAZON DEFENDANTS, until on or about
13 April of 2021.

14 56. At all relevant times, Amazon and On Courier 365, Web to Door Corp., and South
15 East Employee Leasing Services, Inc., are the “joint employers” of Plaintiffs and other similarly
16 situated and aggrieved employees.

17 57. Delivery Associates are provided with and are required to use an Amazon.com
18 “Rabbit,” a handheld device that provides the address of Amazon.com customers. The “Rabbit” is
19 also used for navigation assistance, package scanning, and as a phone. Based on information and
20 belief, On Courier ceased operations on or around January 1, 2020.

21 58. Based on information and belief, Web to Door began operating on or around
22 February 20, 2019, under a contract with Amazon.

23 **Defendants Failed to Pay Delivery Associates Properly**

24 59. Plaintiffs and other similarly situated and aggrieved employees have not been paid,
25 during the relevant liability periods, wages for all time worked, including overtime wages, as a result
26 of, including but not limited to, Defendants at times failing to pay overtime wages to Plaintiffs and
27 other non-exempt employees in the State of California in violation of California state wage and hour
28 laws as a result of, without limitation, Plaintiffs and similarly situated employees occasionally

1 working over eight (8) hours per day, twelve (12) hours per day, forty (40) hours per week or seven
2 (7) consecutive work days in a work week without being properly compensated for the hours worked
3 in excess of (8) hours per day, forty (40) hours per week, or seven (7) consecutive work days in a
4 workweek at the proper overtime rate of pay. Specifically, among other things, Defendants, at times,
5 failing to accurately track and/or pay for all minutes actually worked, including at the proper rate(s)
6 of pay.

7 60. Plaintiffs and other similarly situated and aggrieved employees, on occasion, have
8 not been paid during the relevant liability periods, minimum wages for all regular hours worked, as
9 a result of, among other things, Defendants, occasionally, failing to accurately track and/or pay for
10 all minutes actually worked.

11 61. Defendants failed, at times, during the relevant liability periods, to provide Plaintiffs
12 and similarly situated and aggrieved employees or former employees within the State of California
13 a thirty (30) minute, uninterrupted, and timely meal period for days on which the employees worked
14 more than five (5) hours in a workday; a second thirty (30) minute, uninterrupted, and timely meal
15 period for days on which employees worked in excess of ten (10) hours in a workday; and/or
16 compensation for such unprovided meal periods as required by California wage and hour laws.

17 62. Defendants failed, at times, to provide Plaintiffs and similarly situated and aggrieved
18 employees or former employees within the State of California rest periods of at least ten (10) minutes
19 per four (4) hours worked or major fraction thereof and failed, at times, to provide compensation
20 for such unprovided rest periods as required by California wage and hour laws.

21 63. At the time Plaintiffs' employment and the employment of other former employees
22 of Defendants ended, Defendants willfully failed, at times, to pay overtime and minimum wages at
23 the proper rate and failed, at times, to pay one hour of wages in lieu of each non-compliant meal
24 and/or rest period, among other things.

25 64. Defendants have failed, at times, to comply with Labor Code section 226,
26 subdivision (a) by not providing itemized wage statements accurately showing, including but not
27 limited to, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in
28 effect during the pay period and the corresponding number of hours worked at each hourly rate; and

1 other such information as required by Labor Code section 226, subdivision (a).

2 65. Defendants have failed, at times, to reimburse Plaintiffs and similarly situated and
3 aggrieved employees, during the relevant liability periods, as required under Labor Code section
4 2802 for the costs incurred for gas and mileage when using personal vehicles, separately laundering
5 mandatory uniforms, and personal cellular phone use for work purposes, in furtherance of their work
6 duties, in violation of, among other authorities, Labor Code section 2802.

7 66. At all relevant times mentioned herein, Defendants, at times, failed to provide
8 Plaintiffs and other aggrieved employees with, or permit them inspection of, records pertaining to
9 their employment, including wage statements and similar payroll documents under Labor Code
10 section 226, documents signed to obtain or hold employment under Labor Code section 432,
11 personnel records under Labor Code section 1198.5, and time records under Labor Code section
12 1174, to the detriment of Plaintiff and all other aggrieved employees. As a result of these occasional
13 violations, Defendants are liable for civil penalties pursuant to Labor Code sections 558 and 2699.

14 67. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
15 and have a policy or practice of, failing to pay Plaintiffs and other aggrieved employees their wages
16 in accordance with Labor Code section 204, which requires that “[l]abor performed between the 1st
17 and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of
18 the month during which the labor was performed, and labor performed between the 16th and the last
19 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
20 month.” As such, Plaintiffs are informed and believe, and based thereon allege, that Defendants did
21 not and do not pay their employees in accordance with Labor Code section 204. Defendants would
22 be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

23 68. At all relevant times mentioned herein, Defendants have had a policy or practice of
24 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
25 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other aggrieved
26 employees with the rates of pay and overtime rates of pay applicable to their employment;
27 allowances claimed as part of the minimum wage; the regular payday designated by Employers; the
28 name, address, and telephone number of the workers’ compensation insurance carrier; information

1 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
2 under Labor Code section 2810.5.

3 69. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 occasionally failed to provide Plaintiffs and other aggrieved employees with the amount of paid sick
5 leave required to be provided pursuant to California law (including, without limitation, Labor Code
6 section 246, *et seq.*) and also, at times, did not permit its use upon request as contemplated under
7 California law. As such, Defendants would be liable for civil penalties for violation of the paid sick
8 leave regulations under Labor Code sections 558 and 2699.

9 70. Plaintiffs and other similarly situated and aggrieved employees or former employees
10 at all times pertinent hereto were not exempt from the payment of overtime wages, minimum wages,
11 payment of premium wages for missed rest periods, waiting time penalties, wage statement
12 penalties, being permitted to inspect documents requested by employees under Labor Code sections
13 226 and 1198.5, provision of accrual and use of paid sick leave, and reimbursements for expenses
14 incurred in furtherance of work duties and other such provisions of California law, and the
15 implementing rules and regulations of the IWC California Wage Orders.

16 71. Plaintiffs and other similarly situated employees regularly worked more than 40
17 hours per week.

18 72. Defendants were aware that Plaintiffs and other similarly situated employees worked
19 more than forty (40) hours per week, and Defendants did not compensate Plaintiffs and other
20 similarly situated employees for all hours worked, and did not pay all overtime premiums at the
21 appropriate and required regular rate of pay, as required by the Fair Labor Standards Act (“FLSA”).

22 73. Defendants’ actions in violation of the FLSA were or are made willfully in an effort
23 to avoid liability under the FLSA.

24 74. Defendants have failed to make, keep and preserve records with respect to the
25 Plaintiffs and other Delivery Associates sufficient to determine their lawful wages, actual hours
26 worked, and other conditions of employment as required by law.

27 **CLASS ACTION ALLEGATIONS**

28 75. Plaintiffs bring this action on behalf of themselves and all others similarly situated,

1 as a class action pursuant to Code of Civil Procedure section 382. Plaintiffs Prater, Russel and Karli
2 seek to represent a class of non-exempt employees of ON COURIER within the State of California
3 between February 28, 2016 and January 1, 2020 (the “ON COURIER Period”).

4 76. Plaintiffs Prater and Dennis seek to represent a class of all current and former non-
5 exempt employees of WEB TO DOOR within the State of California beginning on February 20,
6 2019 (the “WEB TO DOOR period”).

7 77. Class Members who worked during the ON COURIER Period and the WEB TO
8 DOOR Period are collectively referred to as “Class Members.”

9 78. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
10 to amend or modify the class description with greater specificity or further division into subclasses
11 or limitation to particular issues.

12 79. This action has been brought and may properly be maintained as a class action under
13 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
14 of interest in the litigation and the proposed Class is easily ascertainable.

15 **A. Numerosity**

16 80. The potential Class Members as defined are so numerous that joinder of all the
17 members of the Class is impracticable. While the precise number of Class Members has not been
18 determined yet, Plaintiffs are informed and believe that there are at least thirty (30) Class Members
19 employed by Defendants within the State of California, which may be increased due to employee
20 turnover. Plaintiffs allege Defendants’ employment records would provide information as to the
21 number and location of all Class Members. Joinder of all members of the proposed Class is not
22 practicable.

23 **B. Commonality**

24 81. There are questions of law and fact common to Class Members. These common
25 questions include, but are not limited to:

- 26 (a) Did Defendants violate Labor Code sections 510, 1194, and 1197 by failing
27 to accurately track and/or pay for all minutes actually worked by Class
28 Members?

- 1 (b) Are Class Members entitled to liquidated damages under Labor Code section
2 1194.2 for Defendants' occasional failure to pay minimum wages for all
3 hours worked?
- 4 (c) Did Defendants violate Labor Code section 512 by occasionally not
5 providing Class Members with compliant meal periods?
- 6 (d) Did Defendants violate Labor Code section 226.7 by occasionally failing to
7 providing Class Members with premium wages for non-compliant meal
8 periods?
- 9 (e) Did Defendants violate applicable Wage Orders by occasionally not
10 providing Class Members with compliant rest periods?
- 11 (f) Did Defendants violate Labor Code section 226.7 by occasionally failing to
12 provide Class Members with premium wages for non-compliant rest periods?
- 13 (g) Did Defendants violate Labor Code sections 201 and 202 by occasionally
14 failing to pay Class Members upon termination or resignation all wages
15 earned?
- 16 (h) Are Defendants liable to Class Members for waiting time penalties under
17 Labor Code section 203?
- 18 (i) Did Defendants violate Labor Code section 226, subdivision (a) by not
19 furnishing Class Members on occasion with accurate wage statements?
- 20 (j) Did Defendants violate Labor Code section 2802 by requiring employees to,
21 on occasion, incur expenses for gas and mileage when using personal
22 vehicles, separately laundering mandatory uniforms and cellular phone use
23 for work purposes, in furtherance of work duties?
- 24 (k) Did Defendants violate the Unfair Competition Law, Business and
25 Professions Code section 17200, *et seq.*, by their unlawful practices as alleged
26 herein?
- 27 (l) Are Class Members entitled to restitution of wages under Business and
28 Professions Code section 17203?

1 (m) Are Class Members entitled to costs and attorneys' fees?

2 (n) Are Class Members entitled to interest?

3 **C. Typicality**

4 82. The claims of Plaintiffs herein alleged are typical of those claims which could be
5 alleged by any Class members, and the relief sought is typical of the relief which would be sought
6 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
7 damages arising out of and caused by Defendants' common course of conduct in violation of laws
8 and regulations that have the force and effect of law and statutes as alleged herein.

9 **D. Adequacy of Representation**

10 83. Plaintiffs will fairly and adequately represent and protect the interest of Class
11 Members. Counsel who represents Plaintiffs are competent and experienced in litigating wage and
12 hour class actions.

13 **E. Superiority of Class Action**

14 84. A class action is superior to other available means for the fair and efficient
15 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
16 questions of law and fact common to Class Members predominate over any questions affecting only
17 individual Class Members. Class Members, as further described therein, have been damaged and
18 are entitled to recovery by reason of Defendants' illegal policy and/or practices, including, without
19 limitation, occasionally failing to pay overtime wages and minimum wages; at times failing to
20 provide meal and rest breaks or compensation in lieu thereof; failing to provide accurate wage
21 statements; occasionally failing to pay all wages due upon termination and/or resignation; and at
22 times failing to reimburse expenses incurred in furtherance of work duties.

23 85. Class action treatment will allow those similarly situated to litigate their claims in a
24 manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are
25 unaware of any difficulties that are likely to be encountered in the management of this action that
26 would preclude its maintenance as a class action.

27 **COLLECTIVE ACTION ALLEGATIONS**

28 86. Plaintiffs bring this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on

1 behalf of the FLSA Collective defined as: all current and former non-exempt employees of ON
2 COURIER in the United States (California and Utah) between February 28, 2016 and January 1,
3 2020 (the “ON COURIER Period”), and all current and former non-exempt employees of WEB TO
4 DOOR in the United States (California and Utah) that arose or accrued between February 20, 2019
5 and the present (the “ON COURIER Period”).

6 87. Plaintiffs desire to pursue their FLSA claims on behalf of any individuals who opt-
7 in to this action pursuant to 29 U.S.C. § 216(b).

8 88. Plaintiffs and the FLSA Collective are “similarly situated,” as that term is used in 29
9 U.S.C. § 216(b), because, inter alia, all such individuals worked pursuant to Defendants’ previously
10 described common pay practices and, as a result of such practices, were not paid for all hours worked
11 when they worked more than forty (40) hours per week and were not paid the full and legally
12 mandated overtime premium for hours worked over forty (40) during the workweek. Resolution of
13 this action requires inquiry into common facts, including, inter alia, Defendants’ common
14 compensation, timekeeping and payroll practices.

15 89. Specifically, Defendants failed to pay overtime at time and a half (1½) the
16 employee’s regular rate as required by the FLSA for hours worked in excess of forty (40) per
17 workweek, and failed to incorporate all remuneration, including bonuses, into the employees’
18 regular and overtime rate of pay.

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

22 91. Defendants employ many FLSA Collective Members throughout California, Utah,
23 and possibly elsewhere. These similarly situated employees may be readily notified of the instant
24 litigation through direct means, such as U.S. mail or email, and/or other appropriate means, and
25 should be allowed to opt into it pursuant to 29 U.S.C. § 216(b), for the purpose of collectively
26 adjudicating their similar claims for overtime and other compensation violations, liquidated
27 damages (or, alternatively, interest), and attorneys’ fees and costs under the FLSA.

28 ///

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

92. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

93. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

94. At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

95. At all times mentioned, Plaintiffs and Class Members, on occasion, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday, more than twelve (12) hours in a workday, and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants, occasionally, failing to accurately track and/or pay for all minutes actually worked, including at the proper rate of pay, to the detriment of Plaintiff and other similarly situated employees in the State of California.

96. Accordingly, by occasionally requiring Plaintiffs and Class Members to work greater than eight (8) hours per workday, twelve (12) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants on occasion willfully violated the provisions of the Labor Code, among others, sections 510, 1194, 1198 and applicable IWC Wage Orders, and California law.

97. Defendants’ failure to pay Plaintiffs and Class Members overtime wages due under California law violates Labor Code sections 510 and 1198.

98. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have,

1 at times been deprived of overtime wages in amounts to be determined at trial, and are entitled to
2 recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to
3 Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil
4 Code section 3287.

5 **SECOND CAUSE OF ACTION**

6 **(Failure to Pay Minimum Wages – Against All Defendants)**

7 99. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
8 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

9 100. At all relevant times, Plaintiffs and Class Members were employees of Defendants
10 covered by Labor Code section 1197 and applicable Wage Orders.

11 101. Pursuant to Labor Code sections 1194 and 1197 and applicable Wage Orders,
12 Plaintiffs and Class Members were entitled to receive minimum wages for all hours worked or
13 otherwise under Defendants' control.

14 102. Defendants, at times, failed to pay Plaintiffs and Class Members minimum wages for
15 all minutes worked as a result of, including but not limited to, Defendants, occasionally, failing to
16 accurately track and/or pay for all minutes actually worked.

17 103. As a result of Defendants' occasional unlawful conduct, Plaintiffs and Class
18 Members have suffered damages in an amount, subject to proof, to the extent they were not paid
19 minimum wages for all minutes worked or otherwise due.

20 104. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
21 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled
22 to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
23 damages, reasonable attorneys' fees and costs of suit.

24 **THIRD CAUSE OF ACTION**

25 **(Failure to Provide Meal Periods – Against All Defendants)**

26 105. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
27 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

28 106. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall

1 employ an employee for a work period of more than five (5) hours without a timely meal break of
2 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
3 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
4 per day without providing the employee with a second timely meal period of not less than thirty (30)
5 minutes in which the employee is relieved of all of his or her duties.

6 107. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
7 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
8 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
9 of compensation for each workday that the meal period is not provided.

10 108. Plaintiffs and Class Members were, at times, during the relevant time period, not
11 provided with compliant meal periods as contemplated under the law.

12 109. By their occasional failure to provide Plaintiffs and Class Members with the meal
13 periods contemplated by Labor Code section 512, among other California authorities, and
14 occasional failure to provide compensation for such unprovided meal periods, as alleged above,
15 Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

16 110. As a result of Defendants' occasional unlawful conduct, Plaintiffs and Class
17 Members have at times suffered damages in an amount, subject to proof, to the extent they were not
18 paid additional pay owed for missed, untimely, interrupted and/or incomplete meal periods.

19 111. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
20 additional pay for missed meal periods, in amounts to be determined at trial, and are entitled to
21 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor
22 Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code
23 section 3287.

24 **FOURTH CAUSE OF ACTION**

25 **(Failure to Provide Rest Periods – Against All Defendants)**

26 112. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
27 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

28 113. California law and applicable Wage Orders require that employers "authorize and

1 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
2 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
3 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
4 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
5 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
6 thirty (30) minutes of paid rest period.

7 114. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
8 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
9 Commission, the employer shall pay the employee one additional hour of pay at the employee’s
10 regular rate of compensation for each work day that the rest period is not provided.

11 115. By their occasional failure to provide Plaintiffs and Class Members with the rest
12 periods contemplated by California law, and occasional failure to provide compensation for such
13 unprovided rest periods, as alleged above, Defendants at times willfully violated the provisions of
14 Labor Code section 226.7 and applicable Wage Orders.

15 116. As a result of Defendants’ occasional unlawful conduct, Plaintiffs and Class
16 Members have at times suffered damages in an amount, subject to proof, to the extent they were not
17 paid additional pay owed for missed rest periods.

18
19 117. Pursuant to Labor Code section 226.7, Code of Civil Procedure section 1032, and
20 Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of
21 their premium pay for unprovided rest periods, interest and penalties thereon, and costs of suit.

22 **FIFTH CAUSE OF ACTION**

23 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

24 118. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
25 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

26 119. At all relevant times, Plaintiffs and Class Members were employees of Defendants
27 covered by Labor Code sections 201 and 202.

28 120. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were

1 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
2 Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge
3 immediately upon termination. Employees who resigned were entitled to payment of all wages
4 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
5 gave 72 hours' previous notice, they were entitled to payment of all wages earned and unpaid at the
6 time of resignation.

7 121. Plaintiffs are informed and believe, and based thereon allege, that Defendants, due
8 to the occasional failure to provide wages as mentioned above, at times failed to pay Plaintiffs and
9 Class Members all wages earned and unpaid, including overtime wages and minimum wages, prior
10 to resignation or termination in accordance with Labor Code sections 201 or 202.

11 122. Defendants' occasional failure to pay Plaintiffs and Class Members all wages earned
12 prior to termination in accordance with Labor Code sections 201 and 202 was willful. Defendants
13 had the ability to pay all wages earned by Plaintiffs and Class Members at the time of termination
14 in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices
15 incompatible with the requirements of Labor Code sections 201 and 202.

16 123. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to
17 waiting time penalties from the date their earned and unpaid wages were due, upon termination,
18 until paid, up to a maximum of thirty (30) days.

19 124. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have at
20 times suffered damages in an amount subject to proof, to the extent they were not paid for all wages
21 earned prior to termination.

22 125. As a result of Defendants' occasional unlawful conduct, Plaintiffs and Class
23 Members have suffered damages in an amount subject to proof, to the extent they were not paid all
24 waiting time penalties owed under Labor Code section 203.

25 126. Pursuant to Labor Code sections 203, 218, 218.5, 218.6, Code of Civil Procedure
26 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled
27 to recover waiting time penalties under Labor Code section 203, reasonable attorneys' fees on their
28 unpaid wages, and costs of suit.

1 127. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
2 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
3 waiting time penalties, interest, and other costs of suit on the waiting time penalties, as well.

4 **SIXTH CAUSE OF ACTION**

5 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

6 128. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
7 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

8 129. At all relevant times, Plaintiffs and Class Members were employees of Defendants
9 covered by Labor Code section 226.

10 130. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
11 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
12 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
13 wages earned; and all applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate.

15 131. Plaintiffs are informed and believe, and based thereon allege, that at all relevant
16 times, Defendants, due to the occasional failure to pay due wages for the reasons described herein,
17 also failed, at times, to issue wage statements that accurately set out amounts due to, among other
18 things, gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in
19 effect during the pay period and the corresponding number of hours worked at each hourly rate.

20 132. Plaintiffs are informed and believe, and based thereon allege, that at all relevant
21 times, Defendants also failed to provide wage statements that set out the name and address of the
22 legal entity that is the employer.

23 133. Thus, Defendants occasionally failed to provide Plaintiffs and Class Members
24 accurate itemized wage statements in accordance with Labor Code section 226, subdivision (a).

25 134. Defendants' occasional failure to provide Plaintiffs and Class Members with accurate
26 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
27 Plaintiffs and Class Members with accurate wage statements, but willfully provided wage
28 statements that Defendants knew were not accurate.

1 135. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
2 suffered injury. The absence of accurate information on their wage statements has delayed timely
3 challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations
4 to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct
5 time and pay records; and led to submission of inaccurate information about wages and amounts
6 deducted from wages to state and federal governmental agencies.

7 136. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
8 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
9 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
10 pay period, not to exceed an aggregate \$4,000.00 per employee.

11 137. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
12 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
13 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
14 attorneys' fees, and costs of suit.

15 **SEVENTH CAUSE OF ACTION**

16 **(Violation of Labor Code §§ 2800 and 2802 – Against All Defendants)**

17 138. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
18 preceding paragraphs of this Second Amended Complaint as though full set forth herein.

19 139. At all relevant times, Plaintiff and Class Members were employees of Defendants
20 covered by Labor Code section 2802.

21 140. California Labor Code section 2802, subdivision (a) provides that “an employer shall
22 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
23 direct consequence of the discharge of his or her duties . . .”

24 141. At all relevant times, Defendants, at times, failed and refused, and still fail and refuse,
25 to reimburse Plaintiffs and Class Members for all necessary expenditures.

26 142. At all relevant times, such expenditures include the costs incurred in occasional
27 cellular phone use for work purposes including, but not limited to, at times, using a personal cellular
28 phone to clock in and out, as a GPS while delivering packages, and to schedule work times.

1 143. At all relevant times, Defendants, at times, failed and refused, and still fail and refuse,
2 to reimburse Plaintiffs and Class Members for the costs incurred for gas and mileage when using
3 personal vehicles, separately laundering mandatory uniforms, and cellular phone use for work
4 purposes.

5 144. As a result of Defendants' occasional unlawful conduct, Plaintiffs and Class
6 Members have suffered damages in an amount subject to proof, to the extent they were not
7 reimbursed for costs incurred for gas and mileage when using personal vehicles, separate laundering
8 of mandatory uniforms and cellular phone use for work purposes, in furtherance of their work duties
9 for Defendants.

10 145. Pursuant to Labor Code sections 2800 and 2802, Code of Civil Procedure section
11 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover actual costs
12 incurred for all necessary expenditures incurred by the employee, including the use of personal
13 vehicles, separate laundering of mandatory uniforms and cellular phone use for work purposes,
14 reasonable attorney's fees and costs of suit.

15 **EIGHTH CAUSE OF ACTION**

16 **(Unfair Competition – Against All Defendants)**

17 146. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
18 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

19 147. The unlawful conduct of Defendants alleged herein constitutes unfair competition
20 within the meaning of Business and Professions Code sections 17200, *et seq.* Due to their unlawful
21 business practices in violation of the Labor Code, Defendants have gained a competitive advantage
22 over other comparable companies doing business in the State of California that comply with their
23 obligations to compensate employees in accordance with the Labor Code.

24 148. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
25 Members have suffered injury in fact and lost money or property. Plaintiffs and Class Members
26 have been, on occasion, deprived of overtime compensation; minimum wage compensation;
27 provision of meal breaks or compensation in lieu thereof; provision of rest breaks or compensation
28 in lieu thereof; provision of all wages upon termination or resignation; accurate wage statements;

1 and reimbursements for costs incurred in furtherance of job duties, among other things. Defendants
2 violated the California Labor Code, including sections 201, 202, 226(a), 226.7, 510, 512(a), 1194,
3 1197, 1198, 2800, and 2802 thereof.

4 149. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
5 Members are entitled to restitution of all wages and other monies owed to them under the Labor
6 Code, including interest thereon, in which they had a property interest and which Defendants
7 nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the
8 money owed to Plaintiffs and Class Members is necessary to prevent Defendants from becoming
9 unjustly enriched by their failure to comply with the Labor Code.

10 150. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
11 Procedure section 1032 and interest under Civil Code section 3287. Plaintiffs and Class Members
12 also seek attorneys fees pursuant to California Code of Civil Procedure section 1021.5 and other
13 applicable laws, as Plaintiffs seek to enforce an important right affecting the public interest.

14 **NINTH CAUSE OF ACTION**

15 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

16 151. Plaintiffs reallege and incorporate by reference all the allegations contained in the
17 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

18 152. At all relevant times herein, Labor Code section 204, requires and required that:
19 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
20 between the 16th and 26th day of the month during which the labor was performed, and labor
21 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
22 between the 1st and 10th day of the following month.”

23 153. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
24 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
25 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
26 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
27 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
28 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for

1 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

2 154. At all relevant times herein, Defendants have had a consistent policy or practice of,
3 failing to pay Plaintiffs and aggrieved employees during their employment on a timely basis as per
4 Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other aggrieved
5 employees or former employees he seeks to represent are entitled to recover civil penalties for
6 Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for
7 each aggrieved employee or former employee for each initial violation per employee, and two
8 hundred dollars (\$200) for each aggrieved employee or former employee for each subsequent
9 violation in connection with each payment that was made in violation of Labor Code section 204.

10 **TENTH CAUSE OF ACTION**

11 **(Civil Penalties Under Labor Code §§ 226(a) and 226.3 – Against All Defendants)**

12 155. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
13 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

14 156. Defendants have had a consistent policy or practice of failing to comply with Labor
15 Code section 226, subdivision (a) by intentionally failing to furnish employees with itemized wage
16 statements that accurately reflect gross wages earned; total hours worked by the employee; all
17 deductions; net wages earned; the inclusive dates of the period for which the employee is paid; all
18 applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate by the employee; and other such information as required by Labor Code
20 section 226, subdivision (a).

21 157. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
22 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
24 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

26 158. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
27 this section are in addition to any other penalty provided by law.”

28 159. Plaintiffs are informed and believe and based thereon allege that Defendants failed

1 and continue to fail to furnish non-exempt employees, including, without limitation, Plaintiffs, with
2 itemized wage statements that accurately reflect gross wages earned; total hours worked by the
3 employee; all deductions; net wages earned; the inclusive dates of the period for which the employee
4 is paid; all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each hourly rate by the employee; and other such information, as required by Labor
6 Code section 226, subdivision (a).

7 160. Pursuant to Labor Code section 226.3, Plaintiffs and other aggrieved employees or
8 former employees Plaintiffs seek to represent are entitled to recover civil penalties for Defendants'
9 violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars
10 (\$250) for each aggrieved employee or former employee per pay period for the initial violation, and
11 one thousand dollars (\$1,000) for each aggrieved employee or former employee per pay period for
12 each subsequent violation.

13 **ELEVENTH CAUSE OF ACTION**

14 **(Violation of Labor Code § 558 – Against All Defendants)**

15 161. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
16 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

17 162. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
18 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
19 hours and days of work in any order of the Industrial Welfare Commission” shall be subject to a
20 civil penalty as follows:

- 21 a. For any initial violation, fifty dollars (\$50) for each underpaid employee and for
22 each pay period for which the employee was underpaid in addition to an amount
23 sufficient to recover underpaid wages;
- 24 b. For any initial violation, fifty dollars (\$50) for each underpaid employee and for
25 each pay period for which the employee was underpaid in addition to an amount
26 sufficient to recover underpaid wages;
- 27 c. Wages recovered pursuant to this section shall be paid to the affected employee.”

28 163. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and

1 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
2 causing Plaintiffs and other aggrieved employees not to: be paid overtime wages and minimum
3 wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during
4 their employment and after their employment separation; receive accurate, itemized wage
5 statements; to be reimbursed for work expenses; be provided with the opportunity to inspect
6 employment records; and be provided with notice as required under Labor Code section 2810.5.

7 164. As a direct and proximate result of Defendants' conduct, Plaintiffs and other
8 aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to
9 Labor Code section 558 in amounts to be determined at trial.

10 **TWELFTH CAUSE OF ACTION**

11 **(Violation of Labor Code § 1197.1 – Against All Defendants)**

12 165. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
13 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

14 166. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
15 person acting either individually or as an officer, agent, or employee of another person, who pays
16 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
17 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
18 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
19 Section 203 as follows: For any initial violation that is intentionally committed, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This
21 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
22 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

- 23 a. For each subsequent violation for the same specific offense, two hundred fifty
24 dollars (\$250) for each underpaid employee for each pay period for which the
25 employee is underpaid regardless of whether the initial violation is intentionally
26 committed. This amount shall be in addition to an amount sufficient to recover
27 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
28 applicable penalties imposed pursuant to Section 203.

1 b. For each subsequent violation for the same specific offense, two hundred fifty
2 dollars (\$250) for each underpaid employee for each pay period for which the
3 employee is underpaid regardless of whether the initial violation is intentionally
4 committed. This amount shall be in addition to an amount sufficient to recover
5 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
6 applicable penalties imposed pursuant to Section 203.

7 c. Wages, liquidated damages, and any applicable penalties imposed pursuant to
8 Section 203, recovered pursuant to this section shall be paid to the affected
9 employee.”

10 167. Plaintiffs believe, and thereupon allege, that Defendants, and each of them, made the
11 decision that Plaintiffs would not be paid their due minimum wages as required due to, among other
12 things, Defendants, on occasion, failing to accurately track and/or pay for all minutes actually
13 worked, to the detriment of Plaintiffs and other aggrieved employees.

14 168. As a direct and proximate result of Defendants’ conduct, Plaintiffs are entitled to
15 recover directly from Defendants, civil penalties, as set forth above, pursuant to Labor Code section
16 1197.1.

17 **THIRTEENTH CAUSE OF ACTION**

18 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

19 169. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
20 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

21 170. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
22 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
23 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
24 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
25 action brought by an aggrieved employee on behalf of himself or herself and other current or former
26 employees pursuant to the procedures specified in Labor Code section 2699.3.

27 171. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
28 Code except those for which a civil penalty is specifically provided, the established civil penalty for

1 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
2 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
3 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation.

5 172. Plaintiffs are informed and believe and based thereon allege that Defendants, and
6 each of them, violated the Labor Code sections described herein, including, without limitation
7 sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1194, 1197,
8 1197.1, 1198, 2800, 2802, and the IWC Wage Orders for the failure to: pay overtime wages and
9 minimum wages; provide meal and rest periods or compensation in lieu thereof; provide accurate,
10 itemized wage statements; pay timely wages during employment and after employment separation;
11 provide employees the opportunity to inspect employment records; provide and pay for sick leave;
12 provide reimbursement for necessary business expenses; and provide notice as required under Labor
13 Code section 2810.5 entitling Plaintiffs and other aggrieved employees to civil penalties for each of
14 these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

15 173. Moreover, Plaintiffs and other aggrieved current and former employees within the
16 State of California whom he seeks to represent are entitled to an award of reasonable attorneys' fees
17 and costs in connection with their herein-described claims for civil penalties.

18 **FOURTEENTH CAUSE OF ACTION**

19 **(Violation of the FLSA – Against All Defendants)**

20 174. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
21 preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

22 175. The FLSA requires that covered employees be compensated for all hours worked in
23 excess of forty (40) hours per week at a rate not less than one and one-half (1 ½) times the regular
24 rate at which he or she is employed. *See* 29 U.S.C. § 207(a)(1).

25 176. The FLSA defines the “regular rate” as including “all remuneration for employment
26 paid to, or on behalf of, the employee” 29 U.S.C. § 207(e).

27 177. The Supreme Court has described that the term regular rate “obviously means the
28 hourly rate actually paid the employee for the normal, non-overtime workweek.” *Bay Ridge v.*

1 *Operating Co. v. Aaron*, 334 U.S. 446, 460 (1948) (quoting *Walling v. Helmerich & Payne, Inc.*,
2 323 U.S. 37, 40 (1944)).

3 178. With a few limited exceptions, all remuneration given to an employee must be
4 included in the employee's regular rate calculation. 29 U.S.C. § 207(e); 29 C.F.R. § 778.108.
5 Defendants are subject to the wage requirements of the FLSA because each of the Defendants is an
6 "employer" under 29 U.S.C. § 203(d)

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

10 180. During all relevant times, Plaintiffs and Collective Members were covered
11 employees entitled to the above-described FLSA protections. *See* 29 U.S.C. § 203(e).

12 181. Plaintiffs and Collective Members are not exempt from the requirements of the
13 FLSA.

14 182. Plaintiffs and Collective Members are entitled to be paid overtime compensation for
15 all hours worked over forty (40) in a workweek pursuant to 29 U.S.C. § 207(a)(1) and 29 C.F.R. §
16 778.112.

17 183. Defendants' compensation scheme applicable to Plaintiffs and Collective Members
18 failed to comply with either 29 U.S.C. § 207(a)(1) or 29 C.F.R. § 778.112. Defendants knowingly
19 failed to compensate Plaintiffs and Collective Members for all hours worked when they worked in
20 excess of forty (40) hours per week and failed to pay proper overtime premiums at a rate of one and
21 one-half (1 ½) times their regular hourly wage, in violation of 29 U.S.C. § 207(a)(1) and 29 C.F.R.
22 § 778.112.

23 184. Defendants also failed to create, keep and preserve records with respect to work
24 performed by the Plaintiffs and the FLSA Collective sufficient to determine their wages, hours and
25 other conditions of employment in violation of the FLSA, 29 U.S.C.A. § 211(c); 29 C.F.R. §§
26 516.5(a), 516.6(a)(1), 516.2(c).

27 185. In violating the FLSA, Defendants acted willfully and with reckless disregard of
28 clearly applicable FLSA provisions.

DEMAND FOR JURY TRIAL

186. Plaintiffs demand a trial by jury on all causes of action contained herein.

PRAYER

WHEREFORE, on behalf of himself and all others similarly situated and aggrieved, Plaintiffs pray for judgment against Defendants as follows:

- A. An Order certifying this case as a Class Action;
- B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs' counsel as class counsel;
- C. An Order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b), and for prompt notice of this litigation to all potential FLSA Collective members;
- D. Damages for all wages earned and owed, including minimum and overtime wages under Labor Code sections 510, 1194, 1197, 1198 and 1199;
- E. Liquidated damages to the fullest extent permitted by law;
- F. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512 and 226.7;
- G. Penalties for inaccurate wage statements under Labor Code section 226, subdivision (e);
- H. Damages for unpaid penalty wages under Labor Code section 203;
- I. Waiting time penalties under Labor Code section 203;
- J. Reimbursement for costs incurred in furtherance of work duties under Labor Code sections 2800 and 2802;
- K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699;
- L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- M. Any general, special, actual, consequential, and/or incidental losses and damages, to the extent permitted by law;
- O. For injunctive relief to ensure compliance with the California Labor Code;

- 1 P. For attorneys' fees in prosecuting this action;
2 Q. For costs of suit incurred herein; and
3 R. For such other and further relief as the Court deems just and proper.

4 Dated: August 23, 2022

Respectfully submitted,

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on behalf of themselves and all others

similarly situated

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