

FILED
Superior Court Of California,
Sacramento
10/12/2021
reanmiguel
By _____, Deputy
Case Number:
34-2021-00303135

1 Alan I. Schimmel, Esq. SBN 101328
2 Michael W. Parks, Esq. SBN 154531
3 Arya Rhodes, Esq. SBN 299390
4 Inga Orbeli, Esq. SBN 328445
5 SCHIMMEL & PARKS, APLC
6 15303 Ventura Blvd., Suite 650
7 Sherman Oaks, CA 91403
8 Telephone: 818.464.5061
9 Facsimile: 818.464.5091

10 Attorneys for Plaintiff

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

BRITNEY BROWN; individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

AMAZON.COM SERVICES LLC; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: 34-2021-00303135-CU-OE-GDS
Honorable Kevin R. Culhane, Department 7

PAGA

FIRST AMENDED COMPLAINT

(1) Violation of California Labor Code § 2698,
et seq. (Private Attorneys General Act of
2004)

DEMAND FOR JURY TRIAL

BY FAX

1 Alan I. Schimmel, Esq. SBN 101328
Michael W. Parks, Esq. SBN 154531
2 Arya Rhodes, Esq. SBN 299390
Inga Orbeli, Esq. SBN 328445
3 SCHIMMEL & PARKS, APLC
15303 Ventura Blvd., Suite 650
4 Sherman Oaks, CA 91403
Telephone: 818.464.5061
5 Facsimile: 818.464.5091

6 Attorneys for Plaintiff

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**
10

11 BRITNEY BROWN; individually, and on
behalf of other aggrieved employees
12 pursuant to the California Private Attorneys
General Act;

13
14 Plaintiff,

15 vs.

16 AMAZON.COM SERVICES LLC; and
17 DOES 1 through 100, inclusive,

18
19 Defendant.
20
21
22
23
24
25
26
27
28

Case No.: 34-2021-00303135-CU-OE-GDS
Honorable Kevin R. Culhane, Department 7

PAGA

FIRST AMENDED COMPLAINT

(1) Violation of California Labor Code § 2698,
et seq. (Private Attorneys General Act of
2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff BRITNEY BROWN (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This PAGA action is brought against Defendant AMAZON.COM SERVICES LLC (“Defendant” or “AMAZON”) to recover penalties, and all other available relief on behalf of Plaintiff and all other aggrieved employees who suffered one or more of the Labor Code violations set forth in California Labor Code Private Attorneys General Act of 2004. The damages and penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction” in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant Corporation has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Sacramento, and the acts and omissions giving rise to this action alleged herein relating to Plaintiff began and took place in the State of California, and the County of Sacramento.

PARTIES

5. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

///

1 6. Plaintiff is an individual who at all times relevant herein resided and resides in
2 the State of California, County of Sacramento.

3 7. Defendant at all relevant times, was and is, upon information and belief, a
4 corporation and at all relevant times, an employer whose employees were engaged
5 throughout the State of California, including the County of Sacramento.

6 8. At all relevant times, Defendant was the “employer” of Plaintiff within the
7 meaning of all applicable state laws and statutes. On information and belief, Defendant
8 AMAZON and DOES 1 through 10, are joint employers engaged in an integrated enterprise,
9 and they suffer and/or permit Plaintiff to work and/or exercise joint control over the wages,
10 hours, and/or working conditions of AMAZON employees.

11 9. At all times herein relevant, Defendant and DOES 1 through 100, and each of
12 them, were the agents, partners, joint venturers, joint employers, representatives, servants,
13 employees, successors-in-interest, alter egos, co-conspirators and assigns, each of the other,
14 and at all times relevant hereto were acting with the authority and ratification of one another
15 and within the course and scope of their authority as such agents, partners, joint venturers,
16 representatives, servants, employees, successors, co-conspirators and/or assigns, alter egos,
17 and all acts or omissions alleged herein were duly committed with the ratification,
18 knowledge, permission, encouragement, authorization and/or consent of each defendant
19 designated as a DOE herein.

20 10. The true names and capacities, whether corporate, associate, individual or
21 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
22 said defendants by such fictitious names. Plaintiff is informed and believes, and based on
23 that information and belief alleges, that each of the defendants designated as a DOE is legally
24 responsible for the events and happenings referred to in this Complaint, and unlawfully
25 caused the injuries and damages to Plaintiff and the other aggrieved employees as alleged in
26 this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true
27 names and capacities when the same have been ascertained.

28 ///

11. Defendant and DOES 1 through 100 will hereinafter collectively be referred to as “Defendant” or “AMAZON”.

12. Plaintiff further alleges that Defendant and DOES 1 through 100 directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

FACTUAL BACKGROUND

13. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

14. Ms. Brown was employed by Amazon beginning on or around November 8, 2020.

15. At all material times, Amazon was Ms. Brown’s employer and exercised sole and/or joint control over the wages, terms, and working conditions of Ms. Brown’s employment.

16. Ms. Brown worked in one of Amazon’s massive warehouses located at 4900 W Elkhorn Blvd, Sacramento, CA 95835. Fulfillment centers like these span the equivalent of 28 football fields and can hold tens of millions of items on any given day along with hundreds or even thousands of employees.

17. Ms. Brown’s job title was “packer” and her job duties included packing items that customers were ordering, which included boxing up and packing goods for shipment and delivery.

18. On information and belief, the Amazon facility located in Sacramento, California did not have A/C or heating at any time during Plaintiff’s employment. Instead, the facility only contained a handful of ceiling fans, which circulated warm and/or cold air depending on the indoor conditions. During the cold winter months, the facility lacked heating and would be uncomfortably cold. However, other areas of the facility were so poorly ventilated because there were no floor fans and the doors in and around Plaintiff’s

1 work areas were kept shut during the workday resulting in inadequate ventilation, that the
2 areas would feel uncomfortably warm. On information and belief, the structural layout and
3 ventilation systems in the facility were uniform and the temperature conditions Plaintiff
4 experienced when entering the building, traveling to her work space, working, and using rest
5 areas within the facility are the same experienced by other employees. Moreover, on
6 information and belief, other areas of the facility where Plaintiff did not access or have
7 access too were uncomfortably cold and/or hot depending on the structural components,
8 ventilation, lack of AC/Heating, and the type of goods that were being stored.

9 19. Plaintiff worked as a “packer,” and was responsible for picking items off of a
10 conveyer belt. The area in which Britney worked did not have a ceiling fan directly above of
11 it. Since ceiling fans were the only measure taken by Amazon to cool the facility, this may
12 account for why some areas were uncomfortably hot for Plaintiff. Britney asked to be placed
13 directly under a ceiling fan multiple times. Each time, management denied her request stating
14 that it’s hot throughout the facility, not just in her station, and that she would have to “deal
15 with it.” Sometime the facility became so hot in certain areas, that Plaintiff would
16 experience seizures. At other areas in the warehouse, Britney would feel uncomfortably
17 cold, for example Plaintiff is informed and believes that the bathrooms and rest areas were
18 not properly heated.

19 20. On information and belief, Plaintiff and the other aggrieved employees felt
20 hotter inside of the facility than outside. According to temperature data published online,
21 during the first week of November 2020, temperatures in Sacramento were as high as 83
22 degrees Fahrenheit, meaning that the Amazon facility would likely exceeded 83 degrees
23 Fahrenheit during the day. The poorly ventilated and no airconditioned facility made Plaintiff
24 and other aggrieved employees feel uncomfortably hot which caused sweating, fatigue, and
25 other symptoms of heat related discomfort. In December 2020, daytime temperatures in
26 Sacramento were generally in the 50s, while the temperature dropped to the low 30s at
27 nighttime. On information and belief, the facility ran during hours where it was even colder
28 inside than outside, and without proper heating or temperature regulation methods, the

aggrieved employees felt uncomfortably cold inside the facility.

21. On information and belief, the uncomfortable temperature conditions occurred at all of Amazon's California based facilities and warehouses regardless of size, shape, location, or the type of product being stored. On information and belief, the uncomfortable temperature conditions were uniform across all of Amazon's California depots because such depots were uniformly maintained, managed, and operated under the same set of policies, practices, and procedures, including use of the same consultants, vendors, architects, engineers, and design schematics and specifications. On information and belief, Amazon's aggrieved employees throughout California, regardless of location or job title, have suffered heat related and cold related illnesses and injuries due to the indoor temperature practices of Amazon, and Amazon has actual and/or constructive notice of these conditions, illnesses, and injuries for many years. The aggrieved employees are defined in this action as all California employees, and the temperature allegations are informed by the definition of the aggrieved employees without limitation based on specific job title or location. On information and belief, temperature policies, practices, procedure, and conditions applied uniformly to all of Amazon's California depots and to all of its hourly paid nonexempt employees regardless of job description or job location.

22. Plaintiff is informed and believes that none of Amazon's depots in California had air conditioning or heating such that the employees therein experienced uncomfortably cold and hot temperature conditions depending on the time of the year. Plaintiff is further informed and believes that to the extent any of Amazon's depots in California had some form of temperature regulation systems within the depots, said systems were inadequate for the size and shape of the depot, the amount of employees working therein, and the type of work being performed, such that the aggrieved employees were forced to endure uncomfortable and dangerous temperature conditions while working.

///

///

///

PAGA ALLEGATIONS

23. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

24. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendant. At all relevant times set forth herein, DEFENDANT employed PLAINTIFF and the other aggrieved hourly-paid or non-exempt employees who worked for DEFENDANT in the State of California.

25. The "aggrieved employees" pursuant to Labor Section 2699(c) include: all current and former hourly paid, non-exempt employees who worked for AMAZON at any of its locations in the State of California at any time during the applicable PAGA period who were not provided suitable temperature conditions in the workplace in violation of IWC Wage Order Section 15.

26. Ms. Brown is an "aggrieved employee" as defined in Labor Code section 2699(c), because she was employed by AMAZON during the applicable statutory period and suffered the violations of the IWC Wage Order and the Labor Code as set forth herein. Ms. Brown intends to seek penalties on behalf of all aggrieved employees as defined herein.

27. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

28. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or

1 employees has discretion to assess a civil penalty a court in a civil action is authorized to
2 exercise the same discretion, subject to the same limitations and conditions, to assess a civil
3 penalty.

4 29. Pursuant to PAGA, a civil action under PAGA may be brought by an
5 “aggrieved employee,” who is any person that was employed by the alleged violator and
6 against whom one or more of the alleged violations was committed.

7 30. PLAINTIFF was employed by DEFENDANTS and the alleged violation was
8 committed against her during the time of her employment and she is, therefore, an aggrieved
9 employee. PLAINTIFF and the other employees are “aggrieved employees” as defined by
10 California Labor Code section 2699(c) in that they are all current or former employees of
11 DEFENDANTS, and one of more of the alleged violations were committed against them.

12 31. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
13 employee, including Plaintiff, may pursue a civil action arising under PAGA after satisfying
14 the requirements of California Labor Code sections 2699.3 and 2699.5, which at the time that
15 Plaintiff sought to satisfy the statutory requirements, provided as follows:

16 a. The aggrieved employee was required to give written notice by
17 certified mail (hereinafter “Employee's Notice”) to the LWDA and the
18 employer of the specific provisions of the California Labor Code
19 alleged to have been violated, including the facts and theories to
20 support the alleged violations.

21 b. The LWDA was required to provide notice (hereinafter “LWDA
22 Notice”) to the employer and the aggrieved employer by certified mail
23 that it does not intend to investigate the alleged violation within sixty
24 (60) calendar days of the postmark date of the Employee’s Notice.
25 Upon receipt of the LWDA Notice, or if the LWDA Notice is not
26 provided within sixty-five (65) calendar days of the postmark date of
27 the Employee’s Notice, the aggrieved employee may commence a civil
28 action pursuant to California Labor Code section 2699 to recover civil

1 penalties in addition to any other penalties to which the employee may
2 be entitled.

3 32. On March 23, 2021, Plaintiff provided written notice by U.S. Certified Mail to
4 the LWDA and to Defendant of the specific provisions of the California Labor Code alleged
5 to have been violated, including the facts and theories to support the alleged violations.

6 33. As of the date of the filing of this Complaint, the LWDA has not provided
7 notice of its intention to investigate DEFENDANTS' alleged violations within sixty-five (65)
8 calendar days of the December 6, 2018, postmark date of the PAGA NOTICE sent by
9 PLAINTIFF. (See Cal. Lab. Code section 2699.3(a)(2)(A).)

10 34. Therefore, Plaintiff satisfied the then-applicable administrative prerequisites
11 under California Labor Code section 2699.3(a) to recover civil penalties against Defendants,
12 in addition to other remedies, for violations of California Labor Code sections identified
13 therein.

14 **FIRST CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(Against Defendant and DOES)**

17 **(Violation of California Labor Code §§ 2698, *et seq.*)**

18 35. Plaintiff incorporates by reference the allegations set forth above as though
19 fully set forth herein.

20 36. PAGA expressly establishes that any provision of the California Labor Code
21 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
22 departments, divisions, commissions, boards, agencies or employees for a violation of the
23 California Labor Code, may be recovered through a civil action brought by an aggrieved
24 employee on behalf of herself or herself, and other current or former employees.

25 37. Whenever the LWDA, or any of its departments, divisions, commissions,
26 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil
27 action is authorized to exercise the same discretion, subject to the same limitations and
28 conditions, to assess a civil penalty.

1 38. Based on the facts and theories set forth herein, Ms. Brown alleges that
2 AMAZON has willfully violated and/or continues to willfully violate, among other
3 provisions of the Labor Code and applicable wage law, Labor Code section 1198, and the
4 applicable Industrial Welfare Commission (“IWC”) Wage Order. California Labor Code §
5 1198 provides that “The employment of any employee ... under conditions of labor
6 prohibited by the [Industrial Wage Orders] is unlawful.” Such unlawful conduct gives rise to
7 PAGA violations and are subject to the statutory penalties set forth therein.

8 39. Ms. Brown is entitled to any penalties permitted by law, including civil
9 penalties pursuant to Labor Code sections 2699(a) and 2699(f). Ms. Brown seeks all such
10 penalties on behalf of the State of California, herself as an aggrieved employee, and all other
11 current and former aggrieved employees of AMAZON. Plaintiff and the other hourly-paid
12 and/or non-exempt employees, are “aggrieved employees” as defined by California Labor
13 Code section 2699(c) in that they are all current or former employees of Defendant, and one
14 or more of the alleged violations was committed against them.

15 40. DEFENDANTS failed to provide PLAINTIFF and the other aggrieved
16 employees with suitable temperatures in their workplace, in violation of California Labor
17 Code section 1198 and IWC Wage Order Section 15 (“TEMPERATURE”). IWC Wage
18 Order Section 15 provides that: “(A) The temperature maintained in each work area shall
19 provide reasonable comfort consistent with industry-wide standards for the nature of the
20 process and the work performed. (B) If excessive heat or humidity is created by the work
21 process, the employer shall take all feasible means to reduce such excessive heat or humidity
22 to a degree providing reasonable comfort. Where the nature of the employment requires a
23 temperature of less than 60° F, a heated room shall be provided to which employees may
24 retire for warmth, and such room shall be maintained at not less than 68° F. (C) A
25 temperature of not less than 68° F shall be maintained in the toilet rooms, resting rooms, and
26 change rooms during hours of use. (D) Federal and State energy guidelines shall prevail over
27 any conflicting provision of this section.”

28 ///

1 41. Under California law, the workplace should not be a source of injury or illness
2 of threaten the lives of those who work there. (Cal. Code Reg. tit. 8, § 3203.) Per Senate
3 Bill 1167 signed and approved by Governor Jerry Brown and later codified as California
4 Labor Code section 6720, the California Division of Occupational Safety and Health
5 (Cal/OSHA) shall propose an indoor heat illness standard by January 1, 2019. In
6 Cal/OSHA's most recent January 29, 2019, revised draft standard, the proposed regulation
7 would apply to "all indoor work areas where the temperature equals or exceeds 82 degrees
8 Fahrenheit when employees are present." The U.S. Department of Labor's Division of
9 Occupational Safety and Health Administrator (OSHA) also recommends office temperature
10 control in the range of 68° F to 76° F.

11 42. On information and belief, AMAZON violated every aspect of IWC Wage
12 Order Section 15. Ms. Brown and other aggrieved employees being subjected to excessive
13 heat or cold in the workplace. Ms. Brown worked in a facility situated in a location with
14 recorded temperatures exceeding 100 F and dipping below 30 F. AMAZON failed to provide
15 reasonable temperature regulation including adequate air conditioning, heating, insulation,
16 and/or ventilation. AMAZON failed to provide reasonably comfortable indoor temperatures.
17 On information and belief, where Amazon's business operations created indoor climates less
18 than 60 F, such as areas in the warehouse designed to keep perishables like food, Amazon
19 failed to provide appropriate heated rooms to retire for warmth. Amazon also failed to
20 maintain a temperature of not less than 68° in their toilet rooms, resting rooms, and/or
21 change rooms during hours of use.

22 43. During their employment and at their workplace with DEFENDANTS,
23 PLAINTIFF and other aggrieved employees were subjected to excessive heat or humidity.
24 Nevertheless, in violation of Labor Code 1198 and IWC Wage Order 15, DEFENDANTS
25 failed and continue to fail to provide PLAINTIFF and the other aggrieved employees with
26 reasonable comfort, such as, inter alia, by providing adequate air conditioning, fans (if any),
27 ventilation system, or cooling areas to cool the excessive high temperatures. Furthermore,
28 DEFENDANTS also failed and continued to fail to maintain temperature that provided

1 reasonable comfort (warmth) for PLAINTIFF and the other aggrieved employees.
2 Additionally, in further violation of IWC Wage Order Section 15, specifically subdivision
3 (C) and thereby Labor Code section 1198, DEFENDANTS failed to maintain temperature of
4 not less than 68° F in their toilet rooms, resting rooms, and/or change rooms during hours of
5 use.

6 44. Ms. Brown is informed and believes that the violations described above
7 occurred at all of Amazon's California based facilities and warehouses regardless of size,
8 shape, location, or the type of product being stored.

9 45. PLAINTIFF is also informed and believes, and based thereon alleges, that
10 DEFENDANTS knew or should have known that PLAINTIFF and the other aggrieved
11 employees were entitled to suitable temperatures in the workplace per California Labor Code
12 section 1198 and IWC Wage Order Section 15.

13 46. **Failure to Provide Suitable Temperature in the Workplace:**
14 DEFENDANTS' failure to provide suitable temperature for PLAINTIFF and the other
15 aggrieved employees in their workplace violates the IWC Wage Order Section 15 and
16 constitutes unlawful activity prohibited by California Labor Code section 1198.

17 47. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
18 behalf of all aggrieved employees, requests and is entitled to recover from Defendant and
19 each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
20 well as all statutory penalties against Defendant, and each of them, including but not limited
21 to:

- 22 a. Penalties under California Labor Code section 2699 in the amount of a
23 hundred dollars (\$100) for each aggrieved employee per pay period for
24 the initial violation, and two hundred dollars (\$200) for each aggrieved
25 employee per pay period for each subsequent violation;
- 26 b. Penalties under California Code of Regulations Title 8 section 11070 in
27 the amount of fifty dollars (\$50) for each aggrieved employee per pay
28 period for the initial violation, and one hundred dollars (\$100) for each

aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

48. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

49. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 2699 and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendant and those fictitiously named defendants, jointly and severally, as follows:

AS TO THE FIRST CAUSE OF ACTION

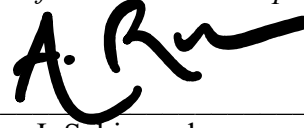
50. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), in addition to costs/expenses and attorneys' fees for violation of California Labor Code section 1198 and the applicable IWC Wage Order; and

51. For such other and further relief as the Court may deem equitable and appropriate.

///

1 Dated: October 12, 2021

SCHIMMEL & PARKS
A Professional Law Corporation

3 

4 Alan I. Schimmel
5 Michael W. Parks
6 Arya Rhodes
7 Inga Orbeli
8 *Attorneys for Plaintiff*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

Dated: October 12, 2021

SCHIMMEL & PARKS
A Professional Law Corporation

A handwritten signature in black ink, appearing to read 'A. Schimmel', written over a horizontal line.

Alan I. Schimmel
Michael W. Parks
Arya Rhodes
Inga Orbeli
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15303 Ventura Blvd., Suite 650, Sherman Oaks, CA 91403.

On October 12, 2021, I served the following document(s) described as: **FIRST AMENDED COMPLAINT; DEMAND FOR JURY TRIAL** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Jesenka Mrdjenovic, Esq.
Gibson, Dunn & Crutcher LLP
1050 Connecticut Avenue, N.W.
Washington, DC 20036-5306
Tel: 202.887.3660
Fax: 202.530.4204
Email: JMrdjenovic@gibsondunn.com

Attorneys for Amazon.com Services LLC

Michele L. Maryott, Esq.
Christian Briggs, Esq.
Gibson, Dunn & Crutcher LLP
3161 Michelson Drive
Irvine, CA 92612-4412
Tel: 949.451.3800
Fax: 949.451.4220
Email: MMaryott@gibsondunn.com
CBriggs@gibsondunn.com

Attorneys for Amazon.com Services LLC

BY E-MAIL: I caused a copy of the document(s) to be sent from e-mail address mconsuegra@spattorneys.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 12, 2021, at Sherman Oaks, California.


Michelle Consuegra