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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.:

PAGA COMPLAINT

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

DEMAND FOR JURY TRIAL

FILED
Superior Court Of California,
Sacramento
06/23/2021
rcaddick
By _____, Deputy
Case Number:
34-2021-00303135

BY FAX

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.

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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.

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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.

PAGA ALLEGATIONS

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

19. 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

1 DEFENDANT in the State of California.

2 20. The “aggrieved employees” pursuant to Labor Section 2699(c) include: (1) all
3 current and former hourly paid, non-exempt employees who worked for AMAZON at any of
4 its locations in the State of California at any time during the applicable PAGA period who
5 were not provided suitable seating in violation of IWC Wage Order Section 14; and (2) all
6 current and former hourly paid, non-exempt employees who worked for AMAZON at any of
7 its locations in the State of California at any time during the applicable PAGA period who
8 were not provided suitable temperature conditions in the workplace in violation of IWC
9 Wage Order Section 15.

10 21. Ms. Brown is an “aggrieved employee” as defined in Labor Code section
11 2699(c), because she was employed by AMAZON during the applicable statutory period and
12 suffered the violations of the IWC Wage Order and the Labor Code as set forth herein. Ms.
13 Brown intends to seek penalties on behalf of all aggrieved employees as defined herein.

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

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

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

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

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

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

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

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

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

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

12 **FIRST CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **(Against Defendant and DOES)**

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

16 30. Plaintiff incorporates by reference the allegations set forth above as though
17 fully set forth herein.

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

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

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1 33. 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 34. 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 35. One of the standard conditions of labor is IWC Wage Order Section 14, which
16 provides that:“(A) All working employees shall be provided with suitable seats when the
17 nature of the work reasonably permits the use of seats. (B) When employees are not engaged
18 in the active duties of their employment and the nature of the work requires standing, an
19 adequate number of suitable seats shall be placed in reasonable proximity to the work area
20 and employees shall be permitted to use such seats when it does not interfere with the
21 performance of their duties.”

22 36. Despite the aforementioned, throughout PLAINTIFF and the other aggrieved
23 employees’ employment, DEFENDANTS required PLAINTIFF and other aggrieved
24 employees to be standing and working during the entirety of their shifts and for a long period
25 of time each workday.

26 37. On information and belief, AMAZON violated every aspect of IWC Wage
27 Order Section 14. The nature of the work reasonably permitted the use of seats for Ms.
28 Brown and other aggrieved employees who worked in the warehouses regardless of their job

1 title. Duties that could have been performed sitting down include but are not limited to
2 boxing up items, performing tasks at a dedicated scanning station, performing tasks at
3 dedicated desks, performing tasks at the computer kiosks, and processing yellow tubs and
4 other tasks on the conveyor belt. AMAZON failed and continues to fail to provide any seats
5 or reasonably seating opportunities for Ms. Brown and other aggrieved employees in
6 violation of IWC Wage Order Section 14. AMAZON also failed and continues to fail to
7 provide an adequate number of suitable seats in reasonable proximity to the work areas
8 where Ms. Brown and other aggrieved employees worked can take seated rest periods, in
9 violation of IWC Wage Order Section 14.

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

23 39. Under California law, the workplace should not be a source of injury or illness
24 of threaten the lives of those who work there. (Cal. Code Reg. tit. 8, § 3203.) Per Senate
25 Bill 1167 signed and approved by Governor Jerry Brown and later codified as California
26 Labor Code section 6720, the California Division of Occupational Safety and Health
27 (Cal/OSHA) shall propose an indoor heat illness standard by January 1, 2019. In
28 Cal/OSHA’s most recent January 29, 2019, revised draft standard, the proposed regulation

1 would apply to “all indoor work areas where the temperature equals or exceeds 82 degrees
2 Fahrenheit when employees are present.” The U.S. Department of Labor’s Division of
3 Occupational Safety and Health Administrator (OSHA) also recommends office temperature
4 control in the range of 68° F to 76° F.

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

16 41. During their employment and at their workplace with DEFENDANTS,
17 PLAINTIFF and other aggrieved employees were subjected to excessive heat or humidity.
18 Nevertheless, in violation of Labor Code 1198 and IWC Wage Order 15, DEFENDANTS
19 failed and continue to fail to provide PLAINTIFF and the other aggrieved employees with
20 reasonable comfort, such as, inter alia, by providing adequate air conditioning, fans (if any),
21 ventilation system, or cooling areas to cool the excessive high temperatures. Furthermore,
22 DEFENDANTS also failed and continued to fail to maintain temperature that provided
23 reasonable comfort (warmth) for PLAINTIFF and the other aggrieved employees.
24 Additionally, in further violation of IWC Wage Order Section 15, specifically subdivision
25 (C) and thereby Labor Code section 1198, DEFENDANTS failed to maintain temperature of
26 not less than 68° F in their toilet rooms, resting rooms, and/or change rooms during hours of
27 use.

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

4 43. PLAINTIFF is informed and believes, and based thereon alleges, that
5 DEFENDANTS knew or should have known that PLAINTIFF and the other aggrieved
6 employees were entitled to suitable seats per California Labor Code section 1198 and IWC
7 Wage Order Section 14.

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

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

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

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

- 25 a. Penalties under California Labor Code section 2699 in the amount of a
26 hundred dollars (\$100) for each aggrieved employee per pay period for
27 the initial violation, and two hundred dollars (\$200) for each aggrieved
28 employee per pay period for each subsequent violation;

- b. Penalties under California Code of Regulations Title 8 section 11070 in the amount of fifty dollars (\$50) for each aggrieved employee per pay 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:

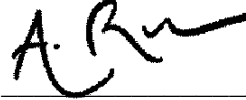
AS TO THE FIRST CAUSE OF ACTION

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

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

3 Dated: June 23, 2021

SCHIMMEL & PARKS
A Professional Law Corporation



Alan I. Schimmel
Michael W. Parks
Arya Rhodes
Inga Orbeli
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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: June 23, 2021

SCHIMMEL & PARKS
A Professional Law Corporation



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