

MAYALL HURLEY, P.C.
ROBERT J. WASSERMANN (SBN: 258538)
rwassermann@mayallaw.com
JENNY D. BAYSINGER (SBN: 251014)
jbaysinger@mayallaw.com
2453 Grand Canal Boulevard
Stockton, California 95207-8253
Telephone (209) 477-3833
Facsimile: (209)473-4818

Attorneys for Plaintiffs LEILANI KRYZHANOVSKIY and PATRICIA SALAZAR,
individually, on behalf of all others similarly situated, and as a proxy for the LWDA

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

LEILANI KRYZHANOVSKIY, PATRICIA
SALAZAR, individually, on behalf of all
others similarly situated, and as a proxy for
the LWDA;

Plaintiff,

v.

AMAZON.COM SERICES, INC., a
Delaware corporation; AMAZON.COM
SERVICES, LLC, a Delaware limited
liability company; and DOES 1-100,
inclusive,

Defendants.

Case No.: 2:21-cv-01292-BAM

SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES AND CIVIL PENALTIES
FOR

CLASS AND REPRESENTATIVE CLAIMS

1. FAILURE TO PAY OVERTIME
2. FAILURE TO FURNISH ACCURATE
WAGE STATEMENTS
3. FAILURE TO TIMELY PAY ALL
WAGES UPON SEPARATION
4. UNLAWFUL BUSINESS PRACTICES
5. VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004

INDIVIDUAL CLAIMS

6. GENDER DISCRIMINATION
7. VIOLATION OF THE EQUAL PAY ACT
8. RETALIATION
9. RETALIATION
10. FAILURE TO TIMELY PROVIDE
PAYROLL RECORDS
11. FAILURE TO TIMELY PROVIDE
PERSONNEL RECORDS

JURY TRIAL DEMANDED

1 Plaintiffs Leilani Kryzhanovskiy (“Kryzhanovskiy”) and Patricia Salazar (“Salazar”) (both
2 collectively, “Plaintiffs”) bring this action against Amazon.com Services, Inc., Amazon.com
3 Services, LLC, and Does 1 through 100 (collectively, “Defendants”), for general, compensatory,
4 punitive, and statutory damages, injunctive relief, declaratory relief, statutory penalties, costs, and
5 attorneys’ fees, as well as the imposition of civil penalties pursuant to the Labor Code Private
6 Attorney General’s Act, Cal. Lab. Code §§ 2698, et seq. (the “PAGA”), resulting from
7 Defendants’ unlawful and tortious conduct, and as grounds therefore alleges:

8 **PARTIES**

9 1. Kryzhanovskiy, at all times relevant herein, was a resident of Lodi, San Joaquin
10 County, California, employed by Defendants and each of them within San Joaquin County and was
11 an “employee” of Defendants and each of them as defined by Government Code section 12926(c)
12 and California Labor Code section 3351 and applicable California Industrial Wage Commission
13 (“IWC”) Order(s) and is an “aggrieved employee” as defined in Labor Code section 2699(c) that is
14 authorized to bring this action as a proxy for the LWDA.

15 2. Salazar, at all times relevant herein, was a resident of San Diego, San Diego County,
16 California, employed by Defendants and was an “employee of Defendants and each of them as
17 defined by Government Code section 12926(c) and California Labor Code section 3351 and
18 applicable California Industrial Wage Commission (“IWC”) Order(s).

19 3. Amazon.com Services, Inc is a corporation, organized and existing under the laws
20 of the state of Delaware, with its principal place of business located at 410 Terry Avenue North,
21 Seattle, Washington. At all relevant times, Amazon.com Services, Inc. was authorized to do
22 business within California and employed Plaintiff Kryzhanovskiy within San Joaquin County. At
23 all times relevant herein, Amazon.com Services, Inc. has been an “employer” as defined by the
24 California Labor Code (“Labor Code”), the applicable California Industrial Wage Commission
25 (“IWC”) Order(s), and the California Government Code.

26 4. Amazon.com Services, LLC is a limited liability company, organized and existing
27 under the laws of the state of Delaware, with its principal place of business located at 410 Terry
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1 Avenue North, Seattle, Washington. At all relevant times, Amazon.com Services, LLC was
2 authorized to do business within California and employed Plaintiff Kryzhanovskiy within San
3 Joaquin County. At all times relevant herein, Amazon.com Services, LLC has been an “employer”
4 as defined by the California Labor Code (“Labor Code”), the applicable California Industrial Wage
5 Commission (“IWC”) Order(s), and the California Government Code.

6 5. Plaintiffs are not aware of the true names and capacities of the Defendants sued
7 herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore
8 sue such Defendants by these fictitious names. Plaintiffs will amend this Complaint to allege their
9 true names and capacities when ascertained. Plaintiffs are informed and believe, and on that basis
10 allege, that each of the fictitiously named Defendants is responsible in some manner for the
11 occurrences herein alleged and that Plaintiffs’ injuries and damages herein alleged were legally
12 caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the
13 course and scope of said agency and/or employment, with the knowledge and/or consent of said co-
14 Defendant.

15 6. Plaintiffs are informed and believe and thereupon allege that at all times mentioned
16 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
17 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
18 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times
19 acting within the course and scope of such agency, service, employment partnership, joint venture
20 and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both
21 individually and within the course and scope of such agency and/or employment, with the
22 knowledge and/or consent of the remaining Defendants.

23 **VENUE AND JURY TRIAL DEMAND**

24 7. Jurisdiction over the class claims is proper pursuant to 28 U.S.C. section 1332,
25 subdivision (d) as the Defendants are residents of Delaware and/or Washington and reside in
26 different states than at least one member of the Class, which is believed to consist of more than
27 3,000 individuals, and the amount in controversy exceeds \$5,000,000. Jurisdiction over
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1 Kryzhanovskiy's individual claims is proper pursuant to 28 U.S.C. section 1332, subdivision (a) as
2 the Defendants are residents of Delaware and/or Washington and reside in a different state than
3 Kryzhanovskiy (who resided in California and/or Texas at all relevant times) and the amount in
4 controversy on those claims exceeds \$75,000. This Court also has supplemental jurisdiction
5 pursuant to 28 U.S.C. §1367 because the pendent state law claims arise out of the same controversy
6 between the parties.

7 8. Venue is proper in this Court pursuant to 28 U.S.C. §1391. Defendants employ
8 and/or employed multiple persons at multiple locations within San Joaquin County, within the
9 Eastern District of California, including Plaintiff Kryzhanovskiy, who have been subjected to the
10 unlawful acts alleged herein. Plaintiffs, on behalf of themselves and the Class, demand a jury trial.

11 **GENERAL ALLEGATIONS**

12 9. Plaintiff Kryzhanovskiy was hired by Defendants in January 2020 to work as an
13 Onsite Medical Representative primarily assigned to Defendants' Stockton, California warehouse
14 locations.

15 10. Kryzhanovskiy's initial offer letter was purportedly on behalf of Defendant
16 Amazon.com Services, Inc. Her wage statements identified "Amazon.com Services, Inc." as her
17 employer until approximately November 2020 when they began identifying Defendant
18 "Amazon.com Services, LLC." Nothing about Kryzhanovskiy's job duties/responsibilities
19 changed during that time and she is informed and believes Defendants simply changed the entity
20 name/type that was her employer.

21 11. Plaintiff Salazar was hired by Defendant Amazon.com Services, LLC on or around
22 August 2, 2022 to work in the position of ERC HR Specialty.

23 12. At all relevant times, Plaintiffs were properly classified as non-exempt hourly
24 employees and were, thereby, entitled to be paid at least minimum wage for all hours worked and
25 overtime/doubletime as appropriate.

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1 13. At the time Kryzhanovskiy was hired, she was advised her base hourly wage would
2 be \$21.88. Kryzhanovskiy was also offered an initial sign-on payment of \$8,000, along with a
3 second sign-on payment of \$6,000 after the completion of one year of employment. See **Exhibit 1**.
4 In and around April 2020, shortly after Kryzhanovskiy was hired, a male with comparable
5 qualifications and experiences (Kryzhanovskiy's husband) was hired as an Onsite Medical
6 Representative at Defendants' Stockton locations. Although the male was hired for the identical
7 position as Kryzhanovskiy, and did not have better qualifications or experience, he was
8 inexplicably offered substantially more in wages. More specifically, the male employee was paid
9 an initial hourly base rate of \$23.80 and was offered an initial sign-on payment of \$10,000, along
10 with a second sign-on payment of \$7,000 after completion of one year of employment. See
11 **Exhibit 2**.

12 14. Prior to being hired by Defendants as an Onsite Medical Representative, Plaintiff
13 Kryzhanovskiy worked as an EMT continually for approximately seven (7) years. Kryzhanovskiy
14 completed an Emergency Medical Technology program at Consumnes River College and earned an
15 EMT certificate prior to working for Defendants.

16 15. The male Onsite Medical Representative hired in and around April 2020 also
17 completed an Emergency Medical Technology program at Consumnes River College and earned an
18 EMT certificate prior to working for Defendants. He had worked as an EMT for approximately
19 five (5) years (between 2014 and 2018, and then again in the beginning of 2020) before being hired
20 by Defendants.

21 16. Kryzhanovskiy and the male hired in and around April 2020 have always had the
22 exact same job title of "Onsite Medical Representative" and both have been assigned to
23 Defendants' warehouse location in Stockton, California, at all times.

24 17. At all times, Plaintiff Kryzhanovskiy and the male Onsite Medical Representative
25 hired in and around April 2020 have reported to the same Workplace Health & Safety Manager
26 ("WHSM") direct supervisors. In the Stockton location, those supervisors are Tom Walsh and
27 Darlene Hardy.

1 18. At no point has Plaintiff Kryzhanovskiy or the male Onsite Medical Representative
2 had responsibility for directly managing and/or supervising any other individual.

3 19. In the position of Onsite Medical Representative, Plaintiff Kryzhanovskiy and the
4 male hired in and around April 2020 have identical primary responsibilities, including 1) attending
5 to any associate/staff medical care needs occurring throughout the shift and initiating necessary
6 related paperwork for onsite injury claims, 2) providing status emails to site area managers
7 regarding open injury cases to follow-up directly with associates on, 3) following up on Workers'
8 compensation claims matters for Defendants within their Gensuite system and occasionally
9 communicating with the Worker's compensation manager regarding status, 4) completing at least 3
10 floor walks per shift to observe and evaluate ergonomic issues, 5) maintaining cleanliness of the
11 Amcare area and ensure supplies are available and/or replenished as necessary, 6) monitoring and
12 updating return to work information and onsite accommodations (and ensuring those are being
13 provided), 7) sending out end-of-shift reports to the WHSM daily outlining all work completed
14 during shift. Both Plaintiff Kryzhanovskiy and the male Onsite Medical Representative are also
15 responsible for completing weekly safety audits of the facility and submitting same to the
16 compliance calendar.

17 20. Both Kryzhanovskiy and her male Onsite Medical Representative counterpart
18 generally work four (4) shifts per week and 40 hours per week (with occasional overtime as
19 necessary), with Plaintiff working a less desirable overnight shift from 5:30 p.m. to 4:00 a.m.
20 Sunday-Wednesday. The male Onsite Medical Representative works Wednesday-Saturday day
21 shift from 6:30 a.m. to 5:00 p.m.

22 21. Plaintiff Kryzhanovskiy is informed and believes that there is no bona fide factor,
23 other than gender, that would explain the disparate wages paid to her and her male counterpart.

24 22. At the time Salazar was hired, she was advised her base hourly wage would be
25 \$27.04. Salazar was also offered an initial sign-on payment of \$7,200, along with a second sign-on
26 payment of \$6,600 after the completion of one year of employment. See **Exhibit 3**.

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1 23. Both of the sign-on payments Plaintiffs were offered were “earned” on a pro-rata
2 daily basis over periods of time (the first year and the second year of employment, respectively)
3 and Defendants advised payments/advances would be clawed back in the event Plaintiffs were not
4 employed for the requisite period of time to earn the additional payments. As such, these bonuses
5 were not excludable pursuant to 29 U.S.C. section 207 and were required to be included in the
6 regular rate of pay for the purposes of calculating overtime and doubletime earnings.

7 24. Although the Signing and On Sign bonuses were required to be included in the
8 regular rate of pay, Defendants routinely failed to include them and/or improperly calculated the
9 “regular rate” considering these bonuses.

10 25. By way of specific example, although Kryzhanovskiy’s Signing Bonus was earned
11 on a “prorated daily basis”, it was never factored into her “regular rate of pay” for overtime
12 purposes during that first year of employment. Instead, she was also paid for overtime at 1.5 times
13 her base hourly rate. See Exh. 2.

14 26. By way of one specific example as to Plaintiff Salazar, during the weekly pay
15 period of August 21-27, 2022, Salazar earned a pro rata amount of \$138.46 of her \$7,200 “Signing
16 Bonus” (\$7,200/52 weeks). She also worked 38.78 “regular hours” during that workweek, and
17 4.22 hours of “overtime and 0.25 hours of double-time. See **Exhibit 4**. On the subsequent pay
18 period, Defendants paid Salazar an “O/T Premium” amount of \$5.455/hr for 4.47 hours. She was
19 not paid any additional “premium” amount for the double-time hours she had worked. **Exhibit 5**.

20 27. In addition to the sign-on payments Plaintiff Kryzhanovskiy was offered at the time
21 of her hire, Defendants also paid her shift differentials as well as other remuneration such as
22 “Guarantee Pay” and “additionalpay” that was required to be included in her regular rate of pay for
23 purposes of calculating overtime and doubletime earnings. Defendants did not include these other
24 items of remuneration when calculating Kryzhanovskiy’s regular rate of pay and thus deprived her
25 of wages to which she was entitled.

26 28. By way of specific example, during the pay period January 10-16, 2021, Defendants
27 paid Plaintiff Kryzhanovskiy \$375.09 in “Guarantee Pay.” That amount, however, was not
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1 included in Kryzhanovskiy's overtime rate of pay—she was paid only 1 ½ times her base hourly
2 rate of \$21.88 (\$32.82) for overtime. See **Exhibit 6**.

3 29. During that same pay period, Kryzhanovskiy also earned shift differentials at the
4 rate of \$0.60, ostensibly for 36.60 hours. Defendants did not pay Plaintiff Kryzhanovskiy at 1 ½
5 times her shift differential rate for overtime hours worked, however. Instead, Defendants paid
6 Kryzhanovskiy “shift pay @ O/T” at the rate of \$0.8889; 1 ½ times her shift pay rate of \$0.60
7 would have been \$0.90/hr.

8 30. Like they did with Plaintiffs, Defendants failed to include commissions, non-
9 discretionary bonuses, and other items of compensation including, but not limited to, sign-on
10 payments, shift differentials, “Guarantee Pay”, and “additionalpay” when calculating the regular
11 rate of pay of its other non-exempt employees and thus deprived them of wages to which they were
12 entitled.

13 31. Salazar's employment with Defendants ended on or around October 28, 2022. At
14 the time her employment ended, wages—specifically including overtime and double-time wages
15 because of Defendants' failures to properly include Signing Bonuses when calculating her “regular
16 rate of pay”—were outstanding. Those wages remain outstanding to date and entitle Salazar to
17 recover waiting time penalties pursuant to California Labor Code section 203.

18 32. As evidenced in the sample of Plaintiff Kryzhanovskiy's wage statements attached
19 hereto as **Exhibit 6**, the wage statements furnished by Defendants to Plaintiffs and their other non-
20 exempt California employees violated California Labor Code section 226(a) insofar as they failed to
21 accurately show:

22 a. The total hours worked by the employee in violation of section 226(a)(2);

23 And/or

24 b. All applicable hourly rates in effect during the pay period and the corresponding
25 number of hours worked at each hourly rate in violation of section 226(a)(9).

26 33. More specifically, the wage statements Defendants provided are confusing and
27 necessarily inaccurate in that they identify a number of “Tot Work Hours” that is inexplicably
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1 different than the number of hours for which Plaintiff Kryzhanovskiy purportedly earned “Shift Pay.”
2 See Exh. 6.

3 34. During the January 10-16, 2021 pay period, the wage statement Plaintiff
4 Kryzhanovskiy was furnished identifies 33.40 total work hours but, also, advises she was paid for
5 36.60 hours of “Shift Pay.” One of those numbers is necessarily inaccurate; either Plaintiff
6 Kryzhanovskiy worked more than 33.40 total hours during the pay period *or* she worked 34.40 total
7 hours and thus could not have worked 36.60 hours at her shift pay rate.

8 35. Routinely, the wage statements Defendants provided to Plaintiffs did not accurately
9 identify total hours worked and/or number of hours worked at each rate and were confusing to
10 Plaintiffs. Among other things, she could not tell whether she was being properly paid for all hours
11 worked or for the correct number of hours at shift premiums.

12 36. Defendants were, at all times relevant herein, aware of the requirements of California
13 Labor Code section 226.

14 37. Defendants have, at all times relevant herein, furnished wage statements to each of their
15 non-exempt California employees pursuant to an established set of policies, procedures and practices.

16 38. Plaintiffs and Defendants’ other non-exempt California employees, both current and
17 former, have suffered injury as a result of Defendants’ knowing and intentional failure to comply with
18 California Labor Code section 226(a).

19 39. Plaintiffs and Defendants’ other non-exempt California employees, both current and
20 former, who earned shift differentials, were unable to promptly and easily determine their total hours
21 worked from the wage statements furnished by Defendants.

22 40. Plaintiffs and Defendants’ other non-exempt California employees, both current and
23 former, who worked overtime, were unable to promptly and easily determine their total hours worked
24 from the wage statements furnished by Defendants.

25 41. Plaintiffs and Defendants’ other non-exempt California employees, both current and
26 former, who worked overtime, have suffered injury as a result of Defendants’ knowing and intentional

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1 failure to furnish wage statements accurately showing their total hours worked in violation of
2 California Labor Code section 226(a)(2).

3 42. Plaintiffs and Defendants' other non-exempt California employees, both current and
4 former, were unable to promptly and easily determine all applicable hourly rates in effect during the
5 pay period and the corresponding number of hours worked at each hourly rate from the wage
6 statements furnished by Defendants.

7 43. Plaintiffs and Defendants' other non-exempt California employees, both current and
8 former, have suffered injury as a result of Defendants' knowing and intentional failure to furnish wage
9 statements accurately showing all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

11 44. On May 26, 2021, Plaintiff Kryzhanovskiy sent a written request by certified mail to
12 each of the Defendants, requesting copies of payroll and personnel records as authorized by Labor
13 Code sections 226(b) and 1198.5(b). Responsive records were not timely provided by Defendants.

14 **KRYZHANOVSKIY RETALIATION ALLEGATIONS**

15 45. On May 27, 2021, Plaintiff Kryzhanovskiy sent a notification letter to the California
16 Labor & Workforce Development Agency ("LWDA") as well as Defendants outlining alleged
17 violations of the California Labor Code, including the Equal Pay Act and disparate treatment on the
18 basis of gender. Plaintiff Kryzhanovskiy is informed and believes Defendants' corporate offices
19 received her notification letter on June 1, 2021 and that, thereafter, supervisors in the Stockton
20 office (including Brent Butterfield) were informed of her complaints.

21 46. Once her supervisors became aware of Kryzhanovskiy's complaints regarding
22 violations of the Labor Code and gender discrimination, they began retaliating against her.

23 47. In approximately May 2021, Kryzhanovskiy applied for a promotion to the position
24 of Workplace Health & Safety Specialist for Defendants' Stockton warehouse. On June 8, 2021,
25 Kryzhanovskiy was contacted by an internal recruiter and advised the hiring team was "very
26 impressed" with her background—an interview was scheduled for June 18, 2021.

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1 48. On June 16, 2021, Kryzhanovskiy approached Butterfield to get some insight into
2 the interview. At that time, Kryzhanovskiy was told the position had already been filled and her
3 interview would thus be cancelled. Kryzhanovskiy is informed and believes Butterfield filled the
4 position and/or did not afford Kryzhanovskiy the opportunity to interview because he was upset
5 she lodged complaints about Labor Code violations and gender discrimination.

6 49. Since Kryzhanovskiy submitted her LWDA letter and records requests, Butterfield
7 has been dismissive of Kryzhanovskiy. In June 2021, Kryzhanovskiy reached out to Butterfield to
8 request information about potentially modifying her schedule to a day shift that became available.
9 When Butterfield did not respond, Kryzhanovskiy went to speak to him personally and was advised
10 schedule assignments are based on seniority.

11 50. Although Kryzhanovskiy is the most senior Onsite Medical Representative at the
12 Stockton location, the schedule change was given to someone who had only recently transferred to
13 Stockton. Kryzhanovskiy is informed and believes she was denied the schedule change in
14 retaliation for her complaints. The mistreatment is ongoing.

15 51. On July 1, 2021 Kryzhanovskiy submitted a complaint to the Department of Fair
16 Employment and Housing regarding gender discrimination and retaliation and received a right-to-
17 sue. On July 2, 2021, Kryzhanovskiy sent a copy of her DFEH complaint and right-to-sue to
18 Defendants via certified mail.

19 52. The list of misconduct by Defendants set forth above is a partial list only, and by
20 way of example.

21 **CLASS ACTION ALLEGATIONS**

22 53. Plaintiffs seek to maintain this action as a class action as to the First through Fourth
23 Causes of Action. Plaintiffs bring this action, on behalf of themselves and all other similarly
24 situated employees, as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.
25 The putative class which Plaintiffs seek to represent consists of the following:

- 26 a. All current and former non-exempt employees of Defendants who worked in
27 California and who received a Signing Bonus and/or On Sign Bonus during a
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workweek when he/she also worked overtime hours, including double-time, at any time between July 17, 2020 and November 7, 2023 (the “Class”).

54. The class of persons is so numerous that joinder of all members is impracticable, and the disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiffs are informed and believe, and based thereon alleges, that Defendants employ more than 3,000 employees who satisfy the class definition. Although the exact number and identity of class members is not presently known, they can be identified in Defendants’ records through coordinated discovery pursuant to this class action.

55. This action may be maintained as a class pursuant to Rule 23 of the Federal Rules of Civil Procedure because the questions of law and fact which are common to class members clearly predominate over any questions affecting only individual members and because a class action is superior to other available methods for adjudicating the controversy.

56. There are numerous common questions of law and fact arising out of Caltrans’ conduct. This class action focuses on Defendants’: (a) uniform written policies and practices failing to include all remuneration in calculating the regular rate of pay, (b) uniform pattern and practice of underpaying female employees as compared to their male counterparts, and (c) uniform provision of wage statements to their California employees.

57. Furthermore, common questions of fact and law predominate over any questions affecting only individual members of the class. The predominating common or class-wide questions of law and fact include the following:

- a. Whether Defendants fail to include commissions, non-discretionary bonuses, and other items of compensation when calculating their non-exempt employees’ regular rate of pay for purposes of overtime and double time calculations;
- b. Whether Defendants’ On Sign payments are includable in regular rate of pay;
- c. Whether Defendants’ sign-on payments are includable in regular rate of pay;
- d. Whether “guarantee pay” is includable in regular rate of pay;

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- e. Whether Defendants properly included all remuneration when calculating the regular rate of pay;
- f. Whether Defendants' wage statements fail to accurately identify total hours worked and/or the wage rates and number of hours worked at each wage rate;
- g. Whether the wage statements Defendants' furnished resulted in injury, presumed or otherwise;
- h. Whether Defendants' alleged violations of Labor Code section 226(a)(2) were knowing and intentional;
- i. Whether Defendants' willfully failed to pay wages at separation of employment;
- j. Whether the alleged violations constitute unfair business practices;
- k. Whether the Class is entitled to injunctive relief; and
- l. Whether the Class is entitled to unpaid wages, liquidated damages, statutory penalties and/or restitutionary relief, and the amount of the same.

58. Plaintiffs' claims are typical of the claims of the members of the Class as a whole, all of whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the alleged violations of Defendants. Plaintiffs' claims are typical of those of the Class because Defendants subjected Plaintiffs and each member of the Class to the same violations alleged herein.

59. The defenses of Defendants, to the extent that such defenses apply, are applicable generally to the whole Class and are not distinguishable as to any individual proposed class members.

60. Plaintiffs will fairly and adequately protect the interests of all members of the Class, and have retained attorneys with extensive experience in litigation, including class and representative actions. Plaintiffs have no interests that conflict with those of the Class. Plaintiffs are able to fairly and adequately protect the interests of all members of the class because it is in their best interest to prosecute the claims alleged herein in order to obtain the full compensation due themselves and the other class members.

1 61. A class action is superior to any other method available for fairly and efficiently
2 adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)
3 litigating the claims of individual class members would be unnecessarily costly and burdensome
4 and would deter individual claims, 3) litigating the claims of individual class members would
5 create a risk of inconsistent or varying adjudications that would establish incompatible standards of
6 conduct for Defendants, 4) class members still working for Defendants may be fearful of retaliation
7 if they were to bring individual claims, 5) class members would be discouraged from pursuing
8 individual claims because the damages available to them are relatively small, and 6) public policy
9 encourages the use of the class actions to enforce employment laws and protect individuals who, by
10 virtue of their subordinate position, are particularly vulnerable.

11 62. Judicial economy will be served by maintenance of this lawsuit as a class action. To
12 process numerous virtually identical individual cases will significantly increase the expense on the
13 Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this
14 matter. There are no obstacles to effective and efficient management of this lawsuit as a class
15 action by this Court and doing so will provide multiple benefits to the litigating parties including,
16 but not limited to, efficiency, economy, and uniform adjudication with consistent results.

17 63. Notice of a certified class action and any result or resolution of the litigation can be
18 provided to class members by mail, email, publication, or such other methods of notice as deemed
19 appropriate by the Court.

20 **PRIVATE ATTORNEY GENERAL ACT ALLEGATIONS**

21 64. The Private Attorney General Act (“PAGA”), as set forth at California Labor
22 Code § 2698 *et seq.*, is and at all times relevant herein was applicable to Plaintiffs’ employment by
23 Defendants.

24 65. Pursuant to Labor Code § 2699(a) any provision of the Labor Code which provides
25 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
26 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
27 action brought by an aggrieved employee on behalf of himself or herself and other current or
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1 former employees pursuant to the procedures outlined in Labor Code § 2699.3. California Labor
2 Code § 2699(a).

3 66. Pursuant to PAGA, an “aggrieved employee” is “any person who was employed by
4 the alleged violator and against whom one or more of the alleged violations was committed.”
5 Labor Code § 2699(c).

6 67. Plaintiffs were employed by Defendants and the alleged violations were committed
7 against them during their time of employment and continuing. Plaintiffs are therefore aggrieved
8 employees as defined by Labor Code § 2699(c). Other current and former employees are also
9 aggrieved employees in that one or more of the alleged violations were also committed against
10 them during their time of employment with Defendants.

11 68. Defendants violated the Labor Code as to Plaintiffs and other current and former
12 employees it employed and/or employs within California by willfully failing to do the following:

- 13 1. Pay Overtime Wages;
- 14 2. Furnish Accurate Itemized Wage Statements as outlined above; and
- 15 3. Timely Pay All Wages Upon Separation.

16 69. Pursuant to Labor Code § 2699(f), the civil penalty recoverable in a PAGA action is
17 that which is provided for by the by the Labor Code. Pursuant to Labor Code § 558, an employer
18 who violates any section of the Labor Code regulating hours and days of work is subject to
19 assessment of a civil penalty of \$50 per employee for each initial pay period during which there is
20 a violation and \$100 per employee for each subsequent pay period during which there is a
21 violation. An amount sufficient to recover each employee’s unpaid wages is also to be assessed as
22 a civil penalty.

23 70. Pursuant to Labor Code § 2699(f), the civil penalty recoverable in a PAGA action is
24 that which is provided for by the by the Labor Code. When the Labor Code does not provide a
25 civil penalty, the penalty recoverable shall be \$100 for the initial violation per employee per pay
26 period and \$200 for each subsequent violation per employee per pay period.

1 71. Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover
2 the civil penalty on behalf of himself or herself and other current or former employees against
3 whom one or more of the alleged violations was committed. Furthermore, any employee who
4 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.

5 72. Pursuant to Labor Code § 2699.3, an aggrieved employee, including Plaintiffs, may
6 pursue a civil action arising under PAGA after the following requirements have been met:

7 a. The aggrieved employee shall give written notice by certified mail to the
8 LWDA and the employer (hereinafter "Employee's Notice") of the specific provisions of
9 California Labor Code alleged to have been violated, including the facts and theories to
10 support the alleged violations;

11 b. The LWDA shall provide notice (hereinafter "LWDA's Notice") to the
12 employer and the aggrieved employee by certified mail that it does not intend to investigate
13 the alleged violation within 60 days of the postmark date of the Employee's Notice. Upon
14 receipt of the LWDA's Notice, or if the LWDA does not provide notice with 65 calendar
15 days of the postmark date of the Employee's Notice, the aggrieved employee may
16 commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties
17 in addition to any other penalties to which the employee may be entitled.

18 c. For all alleged violations not enumerated in Labor Code § 2699.5, the employer is given
19 thirty-three (33) days to cure and notify the aggrieved employee by certified mail that the violation
20 has been cured. If the violation is not cured, the aggrieved employee may commence a civil action
21 pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other
22 penalties to which the employee may be entitled.

23 73. On May 27, 2021, Plaintiff Kryzhanovskiy provided written notice by certified mail
24 to Defendants and the LWDA of the specific provisions of the Labor Code alleged to have been
25 violated, including the facts and theories to support the alleged violations.

26 74. As of the date of the First Amended Complaint, which was more than sixty-five (65)
27 days after May 30, 2018, the LWDA had not responded to Plaintiff Kryzhanovskiy's notification or
28

1 otherwise indicated an intention to investigate their claims. Plaintiffs have satisfied the
2 administrative prerequisites under Labor Code § 2699.3 to bring a civil action to recover penalties
3 against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201,
4 202, 203, 226, 226.7, 256, 510, 558, 1194, 1197.5, and 1198 and applicable Wage Order
5 provisions. A true and correct copy of the May 30, 2018 Notification Letter is attached hereto as
6 **Exhibit 7** and incorporated herein by reference.

7 75. As of the filing of the First Amended Complaint, which was more than thirty-three
8 (33) days after May 27, 2021, no Defendant has furnished any notification reflecting that any of the
9 violations alleged in the May 27, 2021 notification letter have been cured pursuant to California
10 Labor Code section 2699.3, subdivision (c).

11 76. Pursuant to Labor Code § 2699.3(d), Plaintiffs' "exhaustion period" with the
12 LWDA, from May 27, 2021 to August 3, 2018 is "not counted as part of the time limited for the
13 commencement of the civil action to recover penalties" under PAGA.

14 **FIRST CAUSE OF ACTION**
15 **VIOLATION OF CALIFORNIA WAGE LAWS**
16 **(Failure to Pay Overtime)**
Against All Defendants on behalf of the Class

17 77. Plaintiffs hereby reallege and incorporate by reference each and every allegation as
18 though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this
19 cause of action.

20 78. Pursuant to California Labor Code section 510, any work in excess of eight hours in
21 one workday and any work in excess of 40 hours in any one workweek and the first eight hours
22 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
23 less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12
24 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
25 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
26 be compensated at the rate of no less than twice the regular rate of pay of an employee.

27 ///

1 79. Pursuant to California Labor Code section 1198, the maximum hours of work and
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
3 standard conditions of labor for employees and the employment of any employee for longer hours than
4 those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

5 80. Pursuant to Labor Code sections 510, 558, and 1194 and the applicable IWC Wage
6 Order(s), it is unlawful to employ persons without compensating them at a rate of pay either time-
7 and-one-half or two-times that person's regular rate of pay for all time worked beyond 8 hours in a
8 day or 40 hours in a workweek, depending upon the number of hours worked by the person on a
9 daily or weekly basis.

10 81. The "regular rate of pay" includes all remuneration for employment paid to the
11 employee and includes, but is not limited to, hourly earnings, salary, piece work earnings,
12 commissions, non-discretionary bonuses, and the value of meals and lodging. See 29 U.S.C. § 207(e);
13 DLSE Enforcement Policies and Interpretations Manual Section 49.

14 82. During the relevant time period, Plaintiffs and Defendants' other non-exempt employees
15 regularly worked overtime.

16 83. During the relevant time period, Defendants failed to include commissions, non-
17 discretionary bonuses and/or other items of compensation, when determining the "regular rate of pay"
18 for Plaintiffs and their other hourly, non-exempt employees.

19 84. During the relevant time period, Defendants failed to properly calculate the "regular rate
20 of pay" of Plaintiffs and their other hourly, non-exempt employees.

21 85. During the relevant time period, Defendants intentionally and willfully failed to pay the
22 proper overtime wages due to Plaintiffs and their other non-exempt employees because Defendants
23 failed to include all remuneration when determining the "regular rate of pay".

24 86. Wherefore, Plaintiffs and the other members of the Class have been injured as set forth
25 above and request relief as hereafter provided.

26 ///

27 ///

SECOND CAUSE OF ACTION
VIOLATION OF CALIFORNIA WAGE LAWS
(Failure to Furnish Accurate Wage Statements)
Against All Defendants on behalf of the Class

87. Plaintiffs hereby reallege and incorporate by reference each and every allegation as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

88. Pursuant to Labor Code § 226(a) “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . . , (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer . . . , (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer . . . , the rate of pay and the total hours worked for each temporary services assignment.”

89. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. Labor Code § 226(e)(1).

90. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly

1 and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the
2 employee during the pay period or any of the other information required to be provided pursuant to
3 Labor Code § 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer,
4 iii) the name and address of the employer and iv) the name of the employee and the last four digits
5 of his or her social security number or employee identification number. Labor Code §
6 226(e)(2)(A) and (B)(i)-(iv). “Promptly and easily determine” means a reasonable person would
7 be able to readily ascertain the information without reference to other documents or information.
8 Labor Code § 226(e)(2)(C).

9 91. During the relevant time period, Defendants intentionally and willfully failed to
10 provide accurate itemized wage statements to Plaintiffs and the other current and former non-
11 exempt California employees in violation of Labor Code § 226(a).

12 92. The wage statements furnished by Defendants fail to accurately identify the number
13 of hours Plaintiffs worked, and all applicable rates of pay and the corresponding number of hours
14 worked at each rate.

15 93. Wherefore, Plaintiffs and the other members of the Class have been injured in that
16 they could not promptly and easily determine 1) total hours worked and/or 2) each hourly rate paid
17 and the number of hours worked at each rate.

18 **THIRD CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE §§ 201, *et seq.***
20 **(Failure to Pay All Wages at Cessation of Employment)**
Against Defendants on Behalf of the Class

21 94. Plaintiffs hereby reallege and incorporate by reference each and every paragraph set
22 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
23 allegations of this cause of action.

24 95. California Labor Code section 201 provides that if an employer discharges an
25 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

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27 ///

1 96. California Labor Code section 202 requires an employer to pay an employee all earned
2 wages within 72 hours of the employee quitting his or her employment, or immediately at the time of
3 quitting if the employee has given 72 hours previous notice of his or her intention to quit.

4 97. For any willful violation of California Labor Code sections 201 and/or 202, any wages
5 of the employee who is discharged or who quits continue as a penalty from the due date at the same
6 rate for up to thirty (30) days. See Cal. Labor Code § 203.

7 98. As set forth above, Plaintiff Salazar and the other members of the Class whose
8 employment with Defendants has ended were not timely paid all of their earned but unpaid wages
9 upon cessation of the employment relationship.

10 99. Wherefore, Plaintiff Salazar and the other members of the Class have been injured as
11 set forth above and request relief as hereafter provided.
12

13
14 **FOURTH CAUSE OF ACTION**
15 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 *et seq.***
16 **(Unfair Business Practices)**
17 **Against All Defendants on Behalf of the Class**

18 100. Plaintiffs hereby reallege and incorporate by reference each and every allegation set
19 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
20 allegations of this cause of action.

21 101. The statutory violations, as alleged above, are unfair business practices within the
22 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq.*),
23 and include, but are not limited to failing to properly pay overtime based on the regular rate of pay.

24 102. Plaintiffs and the other members of the Class are being subjected to ongoing
25 injury/harm for which there is no adequate remedy at law. Damages will not fully redress such
26 harms and, thus, injunctive relief is necessary.

27 103. Wherefore, Plaintiffs and the other members of the Class have been damaged as set
28 forth above and request relief as hereafter provided.

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FIFTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA LABOR CODE §§ 2698 *ET SEQ.*
(PRIVATE ATTORNEYS GENERAL ACT)
Against Defendants

104. Plaintiffs hereby reallege and incorporate by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

105. Pursuant to Labor Code § 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code § 2699.3.

106. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their time of employment. Plaintiffs are therefore both aggrieved employees as defined by Labor Code § 2699(c). Other current and former employees are also aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with Defendants.

107. Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

108. Wherefore, Plaintiffs and the other Aggrieved Employees have been damaged as set forth above and request relief as hereafter provided.

SIXTH CAUSE OF ACTION
VIOLATION OF GOVERNMENT CODE SECTION 12940(a)
(Sex/Gender Discrimination)
Against Defendants on behalf of Plaintiff Kryzhanovskiy, Individually

109. Kryzhanovskiy hereby realleges and incorporates by reference each and every allegation set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

110. The Fair Employment and Housing Act (“FEHA”) explicitly prohibits an employer from refusing to hire or employ a person, discharging a person from employment, or discriminating against such person in compensation or in terms, conditions or privileges of employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. Gov. Code § 12940(a).

111. At all times herein mentioned, Kryzhanovskiy was qualified for her position with Defendants based upon her work experience and performance history.

112. Defendants were at all times material herein Kryzhanovskiy’s employer pursuant to Gov. Code § 12926(d) and were therefore barred from discriminating against their employees based on sex.

113. Nevertheless, as set forth above, Defendants discriminated against Kryzhanovskiy based on sex/gender, in violation of Gov. Code § 12940(a).

114. The acts taken toward Kryzhanovskiy were carried out by and/or ratified by Defendants and/or managing agents/employees of Defendants, acting in an oppressive, fraudulent and malicious manner in order to injure or damage Kryzhanovskiy, thereby justifying an award to her of punitive damages.

115. As a direct and proximate result of Defendants’ conduct, Kryzhanovskiy has been harmed and requests relief as hereafter provided.

SEVENTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA WAGE LAWS
(Violation of Equal Pay Act - Labor Code § 1197.5)

Against All Defendants On Behalf Of Plaintiff Kryzhanovskiy, Individually

116. Plaintiff Kryzhanovskiy hereby realleges and incorporates by reference each and every allegation as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

117. Labor Code § 1197.5, subdivision (b) expressly prohibits employers from paying employees wage rates that are less than those paid to employees of another gender for substantially similar work.

1 118. Plaintiff Kryzhanovskiy was at all times relevant herein Defendants' employee. At
2 all relevant times herein Defendants were Plaintiff Kryzhanovskiy's employer.

3 119. Despite the proscriptions of section 1197.5, and as outlined above, Defendants paid
4 and continue to pay male employees wages (and offer benefits) that are substantially greater than
5 those paid to Kryzhanovskiy for substantially similar work.

6 120. Section 1197.5, subdivision (b) provides that any employer who violates the Equal
7 Pay Act shall be liable to affected employees in the amount of deprived wages and interest, and an
8 equal amount for liquidated damages.

9 121. As a direct and proximate result of Defendants' misconduct, Plaintiff
10 Kryzhanovskiy has lost wages and benefits and request relief as hereafter provided.

11 **EIGHTH CAUSE OF ACTION**
12 **VIOLATION OF GOVERNMENT CODE SECTION 12940(h)**
13 **(Retaliation)**
Against All Defendants on behalf of Plaintiff Kryzhanovskiy, Individually

14 122. Plaintiff Kryzhanovskiy hereby realleges and incorporates by reference each and
15 every paragraph as though fully set forth herein, except as said paragraphs are inconsistent with the
16 allegations of this cause of action.

17 123. The FEHA explicitly prohibits any employer or any other person from discharging,
18 expelling or discriminating against any person because the person has opposed any practices
19 forbidden by FEHA or because the person has filed a complaint, testified or assisted in any
20 proceeding under the FEHA. Gov. Code § 12940(h). Retaliation is unlawful regardless of whether
21 the underlying complaint formally demonstrates a violation of the FEHA or not. *Yanowitz v.*
22 *L'Oreal USA, Inc.* (2005) 36 Cal.4th 1028, 1043.

23 124. Nevertheless, as set forth above, Defendants retaliated against Plaintiff
24 Kryzhanovskiy for making a good faith complaint about gender discrimination—for opposing an
25 illegal practice proscribed by the FEHA—in violation of Gov. Code § 12940(h).

26 125. As a result of Defendants' conduct, Plaintiff Kryzhanovskiy has suffered damages.

27 ///

1 126. Defendants' actions towards Plaintiff Kryzhanovskiy were committed or ratified by
2 Defendants, and/or their managing agents and/or employees, in an oppressive, fraudulent, and
3 malicious manner in order to injure or damage Plaintiff Kryzhanovskiy thereby justifying an award
4 of punitive damages.

5 127. Wherefore, Plaintiff Kryzhanovskiy has been damaged as set forth below and
6 requests relief as hereafter provided.

7 **NINTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE SECTION 1102.5(b)**
9 **(Retaliation)**

10 **Against All Defendants on behalf of Plaintiff Kryzhanovskiy, Individually**

11 128. Plaintiff Kryzhanovskiy hereby realleges and incorporates by reference each and
12 every paragraph as though fully set forth herein, except as said paragraphs are inconsistent with the
13 allegations of this cause of action.

14 129. Labor Code section 1102.5, subdivision (b) expressly prohibits and employer, or
15 anyone acting on behalf of an employer, from retaliating against an employee for
16 disclosing/reporting information about alleged violation/non-compliance with a state or federal
17 statute, rule, or regulation to any government or law enforcement agency.

18 130. On May 27, 2021, Plaintiff Kryzhanovskiy reported alleged violations of the
19 California Labor Code, FLSA, and FEHA (gender discrimination) to the California LWDA, a
20 government or law enforcement agency.

21 131. Thereafter, Defendants by and through Butterfield and others retaliated against
22 Kryzhanovskiy for making a good faith complaint about statutory violations.

23 132. As a result of Defendants' conduct, Kryzhanovskiy has suffered damages.

24 133. Defendants' actions towards Kryzhanovskiy were committed or ratified by
25 Defendants, and/or their managing agents and/or employees, in an oppressive, fraudulent, and
26 malicious manner in order to injure or damage Kryzhanovskiy thereby justifying an award of
27 punitive damages.

28 ///

1 134. Wherefore, Plaintiff Kryzhanovskiy has been damaged as set forth below and
2 requests relief as hereafter provided.

3 **TENTH CAUSE OF ACTION**
4 **FAILURE TO TIMELY FURNISH PAYROLL RECORDS**
5 **(Cal. Lab. Code § 226)**

6 **Against all Defendants on Behalf of Plaintiff Kryzhanovskiy, Individually**

7 135. Plaintiff Kryzhanovskiy hereby realleges and incorporates by reference each and
8 every allegation as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 136. California Labor Code section 226 mandates that an employer who receives a
11 written or oral request from an employee or former employee to inspect records “shall” comply
12 with the request within 21 days. Lab. Code § 226(b).

13 Whenever an employer fails to comply with section 226, the employee is entitled to recover
14 a penalty of \$750 from the employer. Lab. Code § 226(f). In the event an employee must bring an
15 action to ensure compliance with the code, he/she is entitled to recover attorney’s fees. Lab. Code
16 § 226(h).

17 137. Plaintiff Kryzhanovskiy made a written request to Defendants for records under
18 section 226 on May 26, 2021. Defendants failed to timely comply with section 226.

19 138. Wherefore, Plaintiff Kryzhanovskiy prays for relief as set forth below.

20 **ELEVENTH CAUSE OF ACTION**
21 **FAILURE TO TIMELY FURNISH PERSONNEL RECORDS**
22 **(Cal. Lab. Code § 1198.5)**

23 **Against all Defendants on Behalf of Plaintiff Kryzhanovskiy, Individually**

24 139. Plaintiff Kryzhanovskiy hereby realleges and incorporates by reference each and
25 every allegation as though fully set forth herein, except as said paragraphs are inconsistent with the
26 allegations of this cause of action.

27 140. California Labor Code section 1198.5, subdivision (b) mandates that an employer
28 who receives a written or oral request from an employee or former employee to inspect records
pursuant to that section “shall” comply with the request within 30 days. Lab. Code § 1198.5(b).

1 141. Whenever an employer fails to comply with section 1198.5, the employee is entitled
2 to recover a penalty of \$750 from the employer. Lab. Code § 1198.5(k). In the event an employee
3 must bring an action to ensure compliance with the code, he/she is entitled to recover attorney's
4 fees. Lab. Code § 1198.5(l).

5 142. Plaintiff Kryzhanovskiy made a written request to Defendants for records under
6 section 1198.5 on May 26, 2021. Defendants failed to timely comply with section 1198.5.

7 143. Wherefore, Plaintiff Kryzhanovskiy prays for relief as set forth below.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs pray judgment against Defendants and each of them as follows:

10 **As to the First through Fourth Causes of Action:**

- 11 1. That this Court certify the Class;
- 12 2. That this Court certify Plaintiffs as the representatives of the Class;
- 13 3. For compensatory, special, and general damages, including unpaid wages and
14 overtime premiums based on the hours worked, and lost wages and related benefits
15 in an amount according to proof, but in excess of the minimum jurisdictional limit
16 of this Court;
- 17 4. For restitutionary relief to Plaintiffs and the members of the Class;
- 18 5. For injunctive relief, including that available under Business and Professions Code
19 Section 17203;
- 20 6. That this Court award penalties including, but not limited to, those available under
21 Labor Code §§ 203 and 226;
- 22 7. For statutory attorneys' fees and costs, including those available under 29 USC §
23 216(b); Labor Code sections 218.5 and 1194, and Code of Civil Procedure section
24 1021.5;
- 25 8. For prejudgment and post-judgment interest according to any applicable provision
26 of law or as otherwise permitted by law, according to proof; and
- 27 9. For such other and further relief as the court deems proper.

As to the Fifth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 203, 210, 226.3, 558, 1197.1, 1198.5, and 2699(f);
2. For injunctive relief;
3. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code section 2699(g);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and
5. For such other and further relief as the court deems just and proper.

As to the Sixth and Eighth Causes of Action:

1. For economic (special) and non-economic (general) damages in an amount yet unknown, but in excess of the minimum jurisdictional limit of this Court;
2. For injunctive relief pursuant to Government Code section 19265(c);
3. For punitive and/or exemplary damages;
4. For statutory attorneys' fees and costs, including those available under Government Code section 12965(b);
5. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including that available under Civil Code sections 3287(a) and 3289(b);
6. For such other and further relief as the Court deems just and proper.

As to the Seventh Cause of Action:

1. For lost wages, interest and liquidated damages pursuant to Labor Code § 1197.5(j)(2);
2. For injunctive relief pursuant to Labor Code § 1197.5(j)(2);
3. For statutory attorneys' fees and costs, including those available under Labor Code §§ 218.6 and 1198.5(j)(2);

4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, according to proof; and
5. For such other and further relief as the Court deems just and proper.

As to the Ninth Cause of Action:

1. For economic (special) and non-economic (general) damages in an amount yet unknown, but in excess of the minimum jurisdictional limit of this Court;
2. For imposition of the requisite statutory penalty as outlined in Labor Code §1102.5(f);
3. For statutory attorneys' fees and costs, including those available under Labor Code § 1102.5(j);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, according to proof; and
5. For such other and further relief as the Court deems just and proper.

As to the Tenth and Eleventh Causes of Action:

1. For injunctive relief requiring Defendants to comply with Labor Code sections 226(c) and 1198.5(b)(1). Cal. Labor Code §§ 226(h); 1198.5(l);
2. For imposition of the requisite statutory penalty against Defendants in the amount of \$750 per failure to timely provide records for a total penalty of \$1,500.00;
3. For statutory attorneys' fees and costs, including those available under Labor Code §§ 226(h) and 1198.5(l);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, according to proof; and
5. For such other and further relief as the Court deems just and proper.

DATED: November 20, 2023

MAYALL HURLEY P.C.

By _____

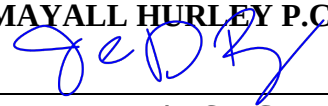

JENNY D. BAYSINGER
Attorneys for Plaintiffs, LEILANI
KRYZHANOVSKIY and PATRICIA
SALAZAR individually, on behalf of others
similarly situated, and as proxy for the LWDA

EXHIBIT 1



1/10/2020

Leilani Kryzhanovskiy

Dear Leilani:

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on January 20, 2020 ("Start Date"). Your salary will be \$21.88 per hour, (\$45,510.40 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$8,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2021. Ordinarily this process occurs each April.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Steven McCoy

Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire December 29, 2019.

Leilani, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Steven McCoy
WHS Manager II

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.



Signature

Jan 14, 2020

Date

Leilani Kryzhanovskiy

2020-01-10-08-01-79d43945-392c-4393-86cd-c2995cb0a68a

EXHIBIT 2



4/24/2020

Sergey Kryzhanovskiy

Dear Sergey:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on May 4, 2020 ("Start Date"). Your salary will be \$23.80 per hour, (\$49,504.00 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$10,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$7,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2022. Ordinarily this process occurs each April. Please note that the number of shares scheduled to vest on a particular vesting date will be rounded down to the nearest whole share, and if the number is less than one whole share, you will not receive any shares until the next scheduled vesting date.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Rick Borszcz

Shift Pattern: AAAA

Your shift or schedule may change in the future. Based on business need, Amazon.com Services LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access

to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire April 5, 2020.

Sergey, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Rick Borszcz
Regional WHS Manager

ACCEPTANCE

I accept employment with Amazon.com Services LLC under the terms set forth in this letter.

Sergey Kryzhanovskiy

Signature

Apr 28, 2020

Date

Sergey Kryzhanovskiy

2020-04-24-13-01-c3d763fc-909e-4193-a39f-f49651a96993

EXHIBIT 3



8/2/2022

Patricia Salazar



Dear Patricia:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of ERC HR Specialty . This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on August 8, 2022 ("Start Date"). Your salary will be \$27.04 per hour, (\$56,243.20 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2024. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$7,200.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,600.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 228 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2024. Ordinarily this process occurs each April.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Background Check

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

A copy of the Agreement is provided in Appendix A at the end of this document. An identical Agreement will be sent separately for your signature.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire August 12, 2022.

Patricia, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Cheri Gould
HR Manager, US – ERC

ACCEPTANCE

I accept employment with Amazon.com Services LLC under the terms set forth in this letter.

Signature

Date

Patricia Salazar

EXHIBIT 4

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 981099

Earnings Statement



Period Beginning: 08/21/2022
Period Ending: 08/27/2022
Pay Date: 09/02/2022

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

PATRICIA J SALAZAR

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	38.78	1,048.61	3,108.52
Overtime	40.5600	4.22	171.16	186.57
Double Time	54.0800	.25	13.52	13.52
O/T Premium	5.7405	.38	2.18	2.18
Rest/Meal Prem				135.20
Signing Bonus				7,200.00
Gross Pay			\$1,235.47	10,645.99

Net Check \$0.00

Correction: .38 OT Hours for 08/21/22 - 08/27/22

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,075.44

Deductions	Statutory	
Federal Income Tax	-97.52	1,856.48
Social Security Tax	-76.04	659.12
Medicare Tax	-17.79	154.15
CA State Income Tax	-39.93	845.57
CA SDI Tax	-13.46	116.85
Other		
Accident Ins	-0.87	1.74
Grp Legal Plan	-3.48	6.96
Healthcare Fsa	-6.00*	12.00
Pre-Tax Dental	-2.08*	4.16
Pre-Tax Vision	-3.69*	7.38
Supp Ad/D	-0.12	0.24
Supp Life Ins	-8.28	16.56
401K-Roth	-61.77	61.77
401K-Trad	-148.26*	325.10
Net Pay	\$756.18	
Checking Acct 1	-756.18	

Other Benefits and Information

	this period	total to date
Ca Pto Balance	6.93	
Groupterm Life	2.85	8.55
Tot Work Hours	43.25	

Important Notes

BASIS OF PAY: HOURLY

IF NO CA Sppl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

IF YOU HAVE PAY RELATED QUESTIONS, VISIT
[HTTPS://ATOZ.AMAZON.WORK](https://atoz.amazon.work) AND CLICK RESOURCES.

© 2000 ADP, Inc.

AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 981099

Advice number: 00000350572
Pay date: 09/02/2022

Deposited to the account of	account number	transit ABA	amount
PATRICIA J SALAZAR	xxxxxxx5466	xxxx xxxx	\$756.18

NON-NEGOTIABLE

EXHIBIT 5

Earnings Statement



AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 981099

Period Beginning: 08/28/2022
Period Ending: 09/03/2022
Pay Date: 09/09/2022

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

PATRICIA J SALAZAR

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	27.0400	40.00	1,081.60	4,190.12
Overtime	40.5600	.82	33.26	219.83
O/T Premium	5.4555	4.47	24.39	26.57
Double Time				13.52
Rest/Meal Prem				135.20
Signing Bonus				7,200.00
Gross Pay			\$1,139.25	11,785.24

Net Check \$0.00

Correction: 4.47 OT Hours for 08/28/22 - 09/03/22

* Excluded from federal taxable wages

Your federal taxable wages this period are \$990.77

Deductions	Statutory	Other	year to date
Federal Income Tax	-85.06		1,941.54
Social Security Tax	-70.08		729.20
Medicare Tax	-16.39		170.54
CA State Income Tax	-33.21		878.78
CA SDI Tax	-12.40		129.25
Accident Ins	-0.87		2.61
Grp Legal Plan	-3.48		10.44
Healthcare Fsa	-6.00*		18.00
Pre-Tax Dental	-2.08*		6.24
Pre-Tax Vision	-3.69*		11.07
Supp Ad/D	-0.12		0.36
Supp Life Ins	-8.28		24.84
401K-Roth	-56.96		118.73
401K-Trad	-136.71*		461.81
Net Pay	\$703.92		
Checking Acct 1	-703.92		

Other Benefits and Information

	this period	total to date
Ca Pto Balance	9.24	
Groupterm Life	2.85	11.40
Tot Work Hours	40.82	

Important Notes

BASIS OF PAY: HOURLY

IF NO CA Sppl Used IS LISTED YOU HAVE USED ZERO HRS

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
DUE TO CALCULATION METHOD AND ROUNDING.

IF YOU HAVE PAY RELATED QUESTIONS, VISIT
[HTTPS://ATOZ.AMAZON.WORK](https://ATOZ.AMAZON.WORK) AND CLICK RESOURCES.

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single

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AMAZON.COM SERVICES LLC
ATTN: AMAZON PAYROLL
202 WESTLAKE AVE N
SEATTLE, WA 981099

Advice number: 00000367610
Pay date: 09/09/2022

Deposited to the account of	account number	transit ABA	amount
PATRICIA J SALAZAR	xxxxxxx5466	xxxx xxxx	\$703.92

NON-NEGOTIABLE

EXHIBIT 6

SEATTLE, WA 98109

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	21.8800	33.13	724.88	724.88
Overtime	32.8200	.27	8.86	8.86
Guarantee Pay			375.09	1,750.40
Imputed Income			0.20	0.60
Personal Time	21.8800	3.47	75.92	75.92
Shift Pay @O/T	0.8889	.27	0.24	0.24
Shift Pay	0.6000	36.60	21.96	26.76
Holiday Pay				175.04
Gross Pay			\$1,207.15	2,762.70

Deductions Statutory

Federal Income Tax	-58.56	136.52
Social Security Tax	-67.18	148.29
Medicare Tax	-15.71	34.68
CA State Income Tax	-36.64	91.49
CA SUI/SDI Tax	-12.99	28.67

Other

Imputed	-0.20	0.60
Pre-Tax Dental	-15.69*	47.07
Pre-Tax Medical	-106.62*	319.86
Pre-Tax Vision	-2.08*	6.24
Silfd	-0.35	1.05
Slfisp	-0.22	0.66
401K	-48.28*	110.48

Net Pay	\$840.63
Checking Dep.	-840.63

LEILANI KRYZHANOVSKIY

Net Check \$0.00*** Excluded from federal taxable wages**

Your federal taxable wages this period are
 \$1,034.48

Other Benefits and Information

	this period	total to date
GroupTerm Life	0.76	2.28
Personal Balance	12.12	
Tot Work Hours	33.40	
Vacation Balance	23.78	

Important Notes

YOUR COMPANY PHONE NUMBER IS 888-892-7100

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
 DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status:
 CA: Single

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Advice number: 00000070505
 Pay date: 01/22/2021

Deposited to the account of
 LEILANI KRYZHANOVSKIY

account number	transit ABA	amount
xxx8957	xxxx xxxx	\$840.63

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK. VCH# NO.
 Y1K 667495 129900 2136 0000070505 1

Page 2

012 0208

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Earnings Statement

Period Beginning: 01/10/2021
 Period Ending: 01/16/2021
 Pay Date: 01/22/2021

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

EXHIBIT 7

SOUTHERN CALIFORNIA OFFICE
.....
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206
(818) 646-6440

MAILING ADDRESS
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

LAW OFFICES OF
MAYALL HURLEY
A PROFESSIONAL CORPORATION

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

TELEPHONE: (209) 477-3833
FACSIMILE: (209) 473-4818
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
SHANE P. HOOVER
KEVIN A. ARMONIO

May 27, 2021

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/266>)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Amazon.com Services LLC
202 Westlake Ave N
Seattle, WA 98109

Amazon.com Services, Inc.
202 Westlake Ave N
Seattle, WA 98109

Re: Leilani Kryzhanovskiy (SSN: xxx-xx-████; DOB: 0████)

To Whom It May Concern:

This firm represents Leilani Kryzhanovskiy, in relation to her employment with Amazon.com Services LLC and/or Amazon.com Services, Inc. (collectively, “Amazon”). In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Kryzhanovskiy’s written notice to the Labor and Workforce Development Agency (“LWDA”) and Amazon regarding the following Labor Code violations, and the facts and theories supporting the same.

Ms. Kryzhanovskiy was hired by Amazon in January 2020 as an Onsite Medical Representative. See **Exhibit 1**.¹ Throughout her employment, Ms. Kryzhanovskiy was a non-exempt employee. As such, she was entitled to be paid for every hour worked and overtime as appropriate. Ms. Kryzhanovskiy was also entitled to off-duty meal and rest periods in accordance with California law.

Ms. Kryzhanovskiy and Amazon’s other non-exempt California employees are also eligible for and at times receive non-discretionary bonuses, commissions, and other items of compensation including, but not limited to, “Imputed Income”, “Shift Pay”, “Additionalpay”, “Guarantee Pay” and “On Sign Bonus”. **Exhibits 2-4**. Throughout her employment and before,

¹ Exhibits 1-5 are incorporated by this reference as though fully set forth herein. Some Exhibits have been reduced and/or redacted due to their size and content.

May 27, 2021

Page 2

however, Amazon failed to properly calculate and pay the overtime wages owed to Ms. Kryzhanovskiy and its other non-exempt California employees. Specifically, pursuant to its uniform policy, practice and procedure, Amazon a) failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime or b) miscalculated Ms. Kryzhanovskiy and its other non-exempt employees' "regular rate of pay" for purposes of overtime.

For example, during the weekly pay period spanning from January 10, 2021 to January 16, 2021, Ms. Ms. Kryzhanovskiy received "Guarantee Pay" of \$375.09. See **Exhibit 3**. Pursuant to its uniform policy and practice, Amazon failed to include Ms. Kryzhanovskiy's "Guarantee Pay" when calculating her regular rate of pay. Instead, Amazon utilized only Ms. Kryzhanovskiy's base hourly rate and multiplied it by 1.5 to get the \$32.82 rate paid for overtime work performed. Ms. Kryzhanovskiy also received "Shift Pay" at the rate of \$0.60/hr for 36.60 hours worked, but only received "Shift Pay @O/T" at the rate of \$0.8889/hr. See **Id.** The "Shift Pay @O/T rate is less than 1.5x Ms. Kryzhanovskiy's base "Shift Pay" rate. Since Ms. Kryzhanovskiy's "Shift Pay @O/T rate was inaccurately low *and* her "Guarantee Pay" was not factored into the rate paid for her overtime hours *at all*, she was underpaid overtime wages.

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were also entitled to sick pay pursuant to California Labor Code section 245, et seq. Although Labor Code section 248.5, subdivision (l)(1) mandates that paid sick leave for non-exempt employees be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time", pursuant to its uniform policy, practice and procedure, Amazon failed to include commissions, non-discretionary bonuses and other items of compensation when determining Ms. Kryzhanovskiy and its other non-exempt California employees' regular rate of pay for purposes of sick pay. As such, Amazon did not properly "provide" its California non-exempt employees with sick pay in violation of Labor Code section 233. See **Exhs. 2-4** (paying "personal time", which was used for qualifying sick leave, at Ms. Kryzhanovskiy's base hourly rate).

Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were also not consistently authorized or permitted to take meal and rest breaks as required by California law. Amazon regularly required Ms. Kryzhanovskiy and its other non-exempt California employees to work through meal and rest breaks due to understaffing and work demands. On the occasions that Ms. Kryzhanovskiy and Amazon's other California non-exempt employees were able to take their meal breaks, they routinely occurred after 5 hours of work. Further, Amazon frequently failed to relieve Ms. Kryzhanovskiy and its other non-exempt California employees of employer control during their meal and rest breaks. When Ms. Kryzhanovskiy and Amazon's other non-exempt California employees were not provided compliant meal and rest breaks, Amazon routinely did not pay premiums as required by California law. There were some occasions, however, when Amazon did pay meal and rest period premiums to Ms. Kryzhanovskiy and its other California non-exempt employees, thereby acknowledging it had deprived them of the required meal and rest

May 27, 2021
Page 3

periods. Finally, when premiums were paid, they were paid at the employee's base rate of pay rather than his or her regular rate of pay. See **Exhs. 2, 4**.

Because of the violations set forth above, and as evidenced in the samples of Ms. Kryzhanovskiy's wage statements attached hereto as **Exhibits 2-4**, the wage statements furnished by Amazon to its non-exempt California employees violate California Labor Code section 226(a) insofar as they fail to accurately show:

- a. The gross wages earned, in violation of section 226(a)(1);
- b. The net wages earned, in violation of section 226(a)(5); and
- c. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

Separate and independent from the foregoing, the wage statements Amazon furnishes to Ms. Kryzhanovskiy and its other non-exempt California employees violate Labor Code section 226(a)(2) and (9) insofar as they fail to accurately show the employee's total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Specifically, the total hours worked and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate never match Ms. Kryzhanovskiy's time records and, further, are confusing in that Amazon frequently purported to pay her "shift pay" for more hours than identified as her "total hours worked" in the separate "Information" section of the wage statements. See **Exhs. 2-4**.

For example, during the pay period of January 10 to January 16, 2021, Ms. Kryzhanovskiy's wage statement reflects 33.13 hours at "Regular" and .27 hours at "Overtime" for a total of 33.40 total hours worked. See **Exhibit 3**. During that same pay period, Ms. Kryzhanovskiy's wage statement also shows 36.60 hours of "Shift Pay" and 0.27 hours of "Shift Pay @ O/T." *Id.* Accordingly, either the total hours listed on her wage statement are inaccurate in violation of Labor Code section 226(a)(2) or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate are inaccurate in violation of Labor Code section 226(a)(9). Further, if the former, Amazon is also underpaying Ms. Kryzhanovskiy and its other non-exempt California employees in violation of Labor code section 510 and 1182.12 et. seq.

Because Amazon underpays its non-exempt California employees, fails to properly calculate and pay their overtime and sick pay, and because they are not provided compliant meal and rest breaks, or the premiums associated with missing the same, they are not timely paid all wages due and owing to them during each pay period and at the end of their employment in violation of Labor Code sections 204 and 201-203.

Also separate and independent from the foregoing, Amazon pays Ms. Kryzhanovskiy and its other female employees are paid at wage rates less than the rates paid to male employees for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and

May 27, 2021
Page 4

performed under similar working conditions in violation of Labor Code section 1197.5. Labor Code section 1197.5, subdivision (b) prohibits employers from compensating employees of different genders differently for substantially similar work. Despite this mandate, Amazon paid Ms. Kryzhanovskiy and its other current and former female employees within California at wage rates less than those paid to male employees for substantially similar work. Specifically, at the time Ms. Kryzhanovskiy was hired she was offered a base hourly wage of \$21.88 along with an initial signing bonus of \$8,000 and a bonus after one year in the amount of \$6,000. A male employee hired to the *exact* same position in the *exact* same physical location as Ms. Kryzhanovskiy in April 2020, however, was paid an initial base salary of \$23.80, provided an initial signing bonus of \$10,000 and a bonus after one year of \$7,000, all substantially more than Ms. Kryzhanovskiy was paid for performing the same job duties. See **Exhibit 5**. The male employee was initially paid a base hourly rate 8.7% more than his female counterpart and received a signing bonus and second sign-on payments that were 25% and 16.67% greater, respectively. See **Exhibits 1, 5**. Recently, Amazon adjusted the compensation of Ms. Kryzhanovskiy and her male contemporary, however the adjustment did not equalize the pay rates—Ms. Kryzhanovskiy continues to be paid more than 8% less (\$22.21 vs. \$24.08). Ms. Kryzhanovskiy is informed and believe Amazon routinely underpays its female employees as compared to male employees performing substantially similar job functions and that there are no bona fide factors, other than gender, that justify the widespread pay disparities.

Accordingly, and as set forth above, Ms. Ms. Kryzhanovskiy contends Amazon has violated Labor Code sections 201-204, 226, 226.7, 233, 246, 510, 512, 1197.5, and 1182.12, as well as and the applicable IWC Wage Orders.

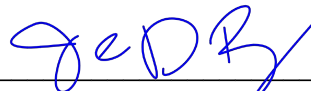
If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Kryzhanovskiy intends to file a civil complaint, or amend a pre-existing civil complaint, against Amazon pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former California non-exempt, hourly employees. Thank you for your attention in this matter.

Regards,

MAYALL HURLEY P.C.

By



JENNY D. BAYSINGER

Enclosures

EXHIBIT 1



1/10/2020

Leilani Kryzhanovskiy

US

Dear Leilani:

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on January 20, 2020 ("Start Date"). Your salary will be \$21.88 per hour, (\$45,510.40 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$8,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$6,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2021. Ordinarily this process occurs each April.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Steven McCoy

Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire December 29, 2019.

Leilani, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Steven McCoy
WHS Manager II

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.



Signature

Jan 14, 2020

Date

Leilani Kryzhanovskiy

2020-01-10-08-01-79d43945-392c-4393-86cd-c2995cb0a68a

EXHIBIT 2

SEATTLE, WA 98109

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number: XXX-XX-3486

LEILANI KRYZHANOVSKIY

Earnings	rate	hours	this period	year to date
Regular	21.8800	65.27	1,428.11	4,751.90
Overtime	32.8200	1.83	60.06	262.23
Ca Meal Prem	21.8800	1.00	21.88	65.64
Imputed Income			0.51	1.02
Personal Time	21.8800	9.88	216.17	338.70
Shift Pay @O/T	0.9016	1.83	1.65	1.65
Shift Pay	0.6000	76.15	45.69	45.69
Signing Bonus				8,000.00
Gross Pay			\$1,774.07	13,466.83

Deductions	Statutory
Federal Income Tax	-51.76
Social Security Tax	-95.73
Medicare Tax	-22.39
CA State Income Tax	-1.77
CA SUI/SDI Tax	-15.42

Other	
Imputed	-0.51
Pre-Tax Dental	-30.00*
Pre-Tax Medical	-197.54*
Pre-Tax Vision	-4.15*
Sllfcd	-0.70
Slftsp	-0.34
401K	-70.94*
Net Pay	\$1,282.82
Checking Dep.	-1,282.82

Net Check \$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$1,471.44

Other Benefits and Information	this period	total to date
GroupTerm Life	1.52	4.56
Personal	5.62	
Tot Work Hours	67.10	
Vacation	4.65	

Important Notes

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
 DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status:
 CA: Married
 Exemptions/Allowances:
 CA: 3

AMAZON.COM SERVICES INC.
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Advice number: 00000126196
 Pay date: 03/06/2020

Deposited to the account of	account number	transit	ABA	amount
LEILANI KRYZHANOVSKIY	xxx8957	xxxx	xxxx	\$1,282.82

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 3

SEATTLE, WA 98109

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Social Security Number: XXX-XX-9486

Earnings	rate	hours	this period	year to date
Regular	21.8800	33.13	724.88	724.88
Overtime	32.8200	.27	8.86	8.86
Guarantee Pay			375.09	1,750.40
Imputed Income			0.20	0.60
Personal Time	21.8800	3.47	75.92	75.92
Shift Pay @O/T	0.8889	.27	0.24	0.24
Shift Pay	0.6000	36.60	21.96	26.76
Holiday Pay				175.04
Gross Pay			\$1,207.15	2,762.70

Deductions	Statutory	
Federal Income Tax		-58.56
Social Security Tax		-67.18
Medicare Tax		-15.71
CA State Income Tax		-36.64
CA SUI/SDI Tax		-12.99
Other		
Imputed		-0.20
Pre-Tax Dental		-15.69*
Pre-Tax Medical		-106.62*
Pre-Tax Vision		-2.08*
Sllcd		-0.35
Sllsp		-0.22
401K		-48.28*
Net Pay		\$840.63
Checking Dep.		-840.63

LEILANI KRYZHANOVSKIY

Net Check \$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$1,034.48

Other Benefits and Information	this period	total to date
GroupTerm Life	0.76	2.28
Personal Balance	12.12	
Tot Work Hours	33.40	
Vacation Balance	23.78	

Important Notes

YOUR COMPANY PHONE NUMBER IS 866-692-7180

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
 DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status:
 CA: Single

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Advice number: 00000070505
 Pay date: 01/22/2021

Deposited to the account of
 LEILANI KRYZHANOVSKIY

account number	transit	ABA	amount
xxx8957	xxxx	xxxx	\$840.63

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK NO. NO. NO.
 Y1K 667495 120900 2136 0000070505 1

Page 2 012 0208

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

Earnings Statement



Period Beginning: 01/10/2021
 Period Ending: 01/16/2021
 Pay Date: 01/22/2021

LEILANI KRYZHANOVSKIY

EXHIBIT 4

SEATTLE, WA 98109

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

LEILANI KRYZHANOVSKIY

Social Security Number: XXX-XX-9486

Earnings	rate	hours	this period	year to date
Regular	21.8800	38.95	852.23	3,503.65
Overtime	32.8200	.25	8.21	292.10
Ca Meal Prem	21.8800	3.00	65.64	109.40
Imputed Income			0.20	110.25
O/T Premium 2	8.8900	.25	2.22	
On Sign Bonus			230.77	873.63
Personal Time	21.8800	1.85	40.48	282.69
Shift Pay @O/T	0.9200	.25	0.23	8.02
Shift Pay	0.6000	43.80	26.28	116.43
Guarantee Pay				1,750.40
Holiday Pay				350.08
Gross Pay			\$1,226.26	7,443.81

Deductions	Statutory
Federal Income Tax	-42.17
Social Security Tax	-60.66
Medicare Tax	-14.19
CA State Income Tax	-26.43
CA SDI Tax	-11.73
Other	
Imputed	-0.20
Pre-Tax Dental	-31.38*
Pre-Tax Medical	-213.24*
Pre-Tax Vision	-4.16*
Sitcd	-0.70
Sitfsp	-0.44
401K	-79.62*

Net Pay	\$739.34
Checking Dep.	-739.34
Net Check	\$0.00

* Excluded from federal taxable wages
 Your federal taxable wages this period are \$897.86

Other Benefits and Information	this period	total to date
GroupTerm Life	0.76	7.60
Personal Balance	11.02	
Tot Work Hours	39.20	
Vacation Balance	31.53	

Important Notes
 YOUR COMPANY PHONE NUMBER IS 888-892-7186

BASIS OF PAY: HOURLY

LEGAL ADDR 410 TERRY AVE NORTH SEATTLE WA 98109

@ THE SHIFT PAY RATE MAY NOT DISPLAY CONSISTENTLY
 DUE TO CALCULATION METHOD AND ROUNDING.

Additional Tax Withholding Information

Taxable Marital Status:
 CA Single

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Advice number: 00000123651
 Pay date: 03/12/2021

Deposited to the account of
 LEILANI KRYZHANOVSKIY

account number	transit	ABA	amount
xxx8957	xxxx	xxxx	\$739.34

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK. VCHR. NO.
 Y1K 667495 120900 2136 0000123651 1

Page 2 004-0208

AMAZON.COM SERVICES LLC
 ATTN: AMAZON PAYROLL
 202 WESTLAKE AVE N
 SEATTLE, WA 98109

Earnings Statement

Period Beginning: 02/28/2021
 Period Ending: 03/06/2021
 Pay Date: 03/12/2021

LEILANI KRYZHANOVSKIY

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table



4/24/2020

Dear [REDACTED]:

On behalf of Amazon.com Services LLC (the "Company"), I am very pleased to offer you the position of Onsite Medical Representative. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on May 4, 2020 ("Start Date"). Your salary will be \$23.80 per hour, (\$49,504.00 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for a performance assessment and compensation adjustment in calendar year 2021. Ordinarily this process occurs each April.

Signing Payment

In appreciation of your decision to join us, the Company will pay you a sign-on payment of \$10,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$7,000.00. This sign-on payment will be issued in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment

is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 12 shares of Amazon.com, Inc. common stock. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2022. Ordinarily this process occurs each April. Please note that the number of shares scheduled to vest on a particular vesting date will be rounded down to the nearest whole share, and if the number is less than one whole share, you will not receive any shares until the next scheduled vesting date.

Department, Manager and Shift

Department: 1299 - Fulfillment Center - VAR

Manager: Rick Borszcz

Shift Pattern: AAAA

Your shift or schedule may change in the future. Based on business need, Amazon.com Services LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access

to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire April 5, 2020.

Sergey, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Rick Borszcz
Regional WHS Manager

ACCEPTANCE

I accept employment with Amazon.com Services LLC under the terms set forth in this letter.



Signature

~~Apr 28, 2020~~ _____

Date



2020-04-24-13-01-c3d763fc-909e-4193-a39f-f49651a96993