

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maurice Leiter

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11 MUHAMMAD, individually and on behalf
12 of all aggrieved employees and the general
13 public

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES

16 JAHAD MUHAMMAD, individually and
17 on behalf of all aggrieved employees and
18 the general public,

19 Plaintiff,

20 v.

21 BATTLE-TESTED STRATEGIES, LLC, a
22 California limited liability company,
23 AMAZON.COM SERVICES, INC., a
24 Delaware corporation, AMAZON.COM
25 SERVICES LLC, a Delaware limited
26 liability corporation, AMAZON
27 LOGISTICS, INC., a Delaware
28 corporation, and Does 1 through 30,
inclusive,

Defendants.

Case No. **21STCV34869**

REPRESENTATIVE COMPLAINT FOR DAMAGES

1. Failure to Pay Overtime Wages Brought Under PAGA;
2. Failure to Reimburse Business Expenses Brought Under PAGA;
3. Failure to Provide Itemized Wage Statements Brought Under PAGA;
4. Failure to Provide Paid Sick Leave Brought Under PAGA;
5. Failure to Timely Pay Wages Brought Under PAGA.

DEMAND FOR JURY TRIAL

Plaintiff JAHAD MUHAMMAD (hereinafter "PLAINTIFF" or "MUHAMMAD"), acting in the interests of all current and former employees of DEFENDANTS in California from July 14, 2020 through the date of final disposition of this action that have been paid on an hourly basis ("Hourly Employees"), and/or worked for DEFENDANTS for 30 or more days in

1 a year and took a sick day(s) (“Sick Pay Employees”), and/or received a wage statement in
2 California (“Wage Statement Employees”) (collectively, Hourly Employees, Sick Pay
3 Employees, and Wage Statement Employees are referred to as “Aggrieved Employees”), brings
4 this action against Defendants BATTLE-TESTED STRATEGIES, LLC (“BTS”),
5 AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC, AMAZON
6 LOGISTICS, INC., and DOES 1 through 30, inclusive (collectively “DEFENDANTS”), and
7 alleges upon information and belief, as follows:

8 **NATURE OF ACTION**

9 1. Pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”),
10 PLAINTIFF brings this action against DEFENDANTS for wage and hour abuses in violation
11 of the California Labor Code (“Labor Code”) and the Industrial Welfare Commission (“IWC”)
12 Wage Orders.

13 2. PLAINTIFF, on behalf of himself and all Aggrieved Employees and the general
14 public, brings this action seeking penalties, equitable relief, injunctive relief, restitutionary
15 relief, and reasonable attorney fees and costs.

16 **JURISDICTION AND VENUE**

17 3. Pursuant to Article VI, section 10 of the California Constitution, subject matter
18 jurisdiction is proper in the Superior Court of California, County of Los Angeles, because
19 PLAINTIFF has alleged state law claims pursuant to California Labor Code sections 201-203,
20 226, 246, 246.5, 510, 1194, 1198, 2698-2699, 2800, 2802 and IWC Wage Orders.

21 4. This Court has jurisdiction over DEFENDANTS because each is an association,
22 corporation, business entity, or individual that, at all times mentioned herein, were authorized
23 to do business in the State of California and did substantial business in the State of California
24 and in the County of Los Angeles.

25 5. Venue is proper in this district because a substantial part of the events or
26 omissions giving rise to the claims occurred in Los Angeles County. At all times mentioned
27 herein, PLAINTIFF resided in Los Angeles County and Defendant BTS maintained its
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1 corporate headquarters in the State of California. BTS maintained, and currently maintains
2 offices and employs a substantial number of Aggrieved Employees in Los Angeles County.

3 **PARTIES**

4 6. PLAINTIFF JAHAD MUHAMMAD is an individual and at all times relevant
5 herein was a resident of the State of California. PLAINTIFF is a resident of the County of Los
6 Angeles in the State of California.

7 7. PLAINTIFF worked for DEFENDANTS as a Delivery Associate at their
8 worksite located at 600 West Technology Drive, Palmdale, California 93551 and then worked
9 on various shipping routes in Southern California belonging to DEFENDANTS from
10 approximately September 2020 to January 2021.

11 8. On information and belief, BATTLE-TESTED STRATEGIES, LLC is a
12 California limited liability company that owns and operates a California-based freight shipping
13 and trucking company and vehicles that transport products in order to fulfill shipments in
14 California.

15 9. On information and belief, BATTLE-TESTED STRATEGIES, LLC is now and
16 at all times mentioned in this Representative Complaint for Damages (“Complaint”) conducting
17 business within the State of California and is licensed to do business and is actually doing
18 business in the State of California.

19 10. On information and belief, AMAZON.COM SERVICES, INC. is a Delaware
20 corporation that is a technology company focusing on e-commerce.

21 11. On information and belief, AMAZON.COM SERVICES, INC. is now and at all
22 times mentioned in this Representative Complaint for Damages (“Complaint”) conducting
23 business within the State of California and is licensed to do business and is actually doing
24 business in the State of California.

25 12. On information and belief, AMAZON.COM SERVICES LLC is a Delaware
26 limited liability company that is a technology company focusing on e-commerce.

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1 13. On information and belief, AMAZON.COM SERVICES LLC is now and at all
2 times mentioned in this Complaint conducting business within the State of California and is
3 licensed to do business and is actually doing business in the State of California.

4 14. On information and belief, AMAZON.COM LOGISTICS, INC. is a Delaware
5 corporation that focuses on delivery of goods that are purchased through Amazon.com's virtual
6 online store.

7 15. On information and belief, AMAZON.COM LOGISTICS, INC. is now and at
8 all times mentioned in this Complaint conducting business within the State of California and is
9 licensed to do business and is actually doing business in the State of California.

10 16. DEFENDANTS are "employers" of PLAINTIFF and the other Aggrieved
11 Employees working at and on behalf of its businesses, as defined in the Labor Code and IWC
12 Wage Orders, and caused or permitted the violations at issue in this Complaint. The
13 DEFENDANTS acted as agents, directly or indirectly, of each other in violating the Labor
14 Code and were therefore also employers in the State of California, as defined in the Labor Code
15 and the Wage Order.

16 17. DEFENDANTS' violations as described in this Complaint were knowing,
17 intentional, deliberate, and willful.

18 18. The true names and capacities, whether individual, corporate, associate, or
19 otherwise of the defendants named herein as DOES 1 through 30, are unknown to PLAINTIFF
20 at this time. PLAINTIFF therefore sues said defendants by such fictitious names pursuant to
21 California Code of Civil Procedure section 474. PLAINTIFF will seek leave to amend the
22 Complaint to allege the true names and capacities of DOES 1 through 30 when their names are
23 ascertained. PLAINTIFF is informed and believes, and based thereon alleges, that each of the
24 DOE defendants are in some manner liable to PLAINTIFF for the events and actions alleged
25 herein.

26 19. At all times mentioned in the causes of action into which this paragraph is
27 incorporated by reference, each and every defendant was the agent or employee of each and
28 every other defendant. In doing the things alleged in the causes of action into which this

paragraph is incorporated by reference, each and every defendant was acting within the course and scope of this agency or employment and was acting with the consent, permission, and authorization of each of the remaining defendants. All actions of each defendant alleged in the causes of action into which this paragraph is incorporated by reference were ratified and approved by the officers or managing agents of every other defendant.

20. At all relevant times, DEFENDANTS, including those named herein as doe defendants, have operated, and currently operate, as a single business enterprise. Though such DEFENDANTS have multiple corporate, entity, and individual personalities, there is but one enterprise and this enterprise has been so handled that it should respond, as a whole and jointly, but severally by each of its constituent parts, for the acts committed by DEFENDANTS. Each corporation, individual, and entity has been, and is, merely an instrument and conduit for the others in the prosecution of a single business venture. There is such a unity of interest and ownership among these DEFENDANTS that the separate personalities of the corporations, individuals, and entities no longer exist. If the separate acts of the DEFENDANTS are treated as those of each defendant alone, an inequitable result will follow in that DEFENDANTS will evade and effectively frustrate the statutes and statutory schemes set forth below which are meant to protect employees and the public welfare, and DEFENDANTS separately may have insufficient assets to respond to the ultimate award of damages, costs, and penalties in this case. Further, an award of penalties against one or more of the defendants alone will not accurately reflect the amount necessary for punishment of the entire business enterprise conducted by DEFENDANTS.

21. PLAINTIFF alleges on information and belief that DOES 1 through 15 were and are corporations or other business entities, which were authorized to do business and did business in Los Angeles County. PLAINTIFF alleges on information and belief that DOES 16 through 30 are individuals who at all relevant times herein were and are employees, managers, supervisors, managing agents, or officers of DEFENDANTS and/or DOES 1 through 15.

22. PLAINTIFF is informed and believes, and based thereon alleges, that each of DEFENDANTS, including the defendants sued under fictitious names, is in some manner

1 responsible for the wrongs and damages alleged below and in so acting was functioning as the
2 agent, servant, partner, alter ego, and/or employee of the co-defendants, and in taking the
3 actions mentioned below was acting within the course and scope of his or her authority as such
4 agent, servant, partner, alter ego, and/or employee, with the knowledge, permission, consent,
5 and ratification of the co-defendants.

6 23. Each defendant acted in all respects pertinent to this action as the agent of the
7 other defendants, carried out a joint scheme, business plan, or policy in all respects pertinent
8 hereto, and the acts of each defendant are legally attributable to the other defendants.

9 **GENERAL ALLEGATIONS**

10 24. BATTLE-TESTED STRATEGIES, INC. is a California limited liability
11 company that owns and operates a California-based freight shipping and trucking company that
12 transports products in California.

13 25. AMAZON.COM SERVICES, INC. is a Delaware corporation that focuses on e-
14 commerce.

15 26. AMAZON.COM SERVICES LLC is a Delaware limited liability company that
16 focuses on e-commerce.

17 27. AMAZON.COM LOGISTICS, INC. is a Delaware corporation that focuses on
18 delivery of goods that are purchased through Amazon.com's virtual online store.

19 28. PLAINTIFF was employed by DEFENDANTS as a Delivery Associate from
20 approximately September 2020 to January 2021. From May 2012 to January 2017,
21 DEFENDANTS only paid PLAINTIFF on an hourly basis for the delivery of shipments. The
22 primary obligations and responsibilities of PLAINTIFF as a Delivery Associate included:
23 loading and delivering packages, and maintaining BTS vehicles to ensure BTS' shipments were
24 delivered timely.

25 29. Pursuant to company policy and/or practice and/or direction, during the time
26 they were paid on an hourly basis, PLAINTIFF and the Hourly Employees worked more than
27 eight (8) hours per workday and forty (40) hours per workweek, but were not paid the overtime
28 premiums that they was entitled to because DEFENDANTS did not include their bonuses

1 and/or did not utilize the correct divisor that included all non-overtime hours when determining
2 their regular rate of pay.

3 30. Pursuant to company policy and/or practice and/or direction, PLAINTIFF and
4 the other Aggrieved Employees were not reimbursed for business expenses necessarily incurred
5 in the discharge of their duties.

6 31. Pursuant to company policy and/or practice and/or direction, PLAINTIFF and
7 the Wage Statement Employees did not receive accurate itemized wage statements as required
8 by the California Labor Code.

9 32. Pursuant to company policy and/or practice and/or direction, DEFENDANTS
10 systematically failed to provide PLAINTIFF and the Sick Pay Employees with wages for sick
11 time as required by the California Labor Code.

12 33. Pursuant to company policy and/or practice and/or direction, PLAINTIFF and
13 the other Aggrieved Employees did not timely receive their wages within the time set forth by
14 the California Labor Code.

15 **ALLEGATIONS REGARDING PAGA REPRESENTATIVE ACTION**

16 34. PLAINTIFF seeks the recovery of penalties on behalf of himself and Aggrieved
17 Employees under PAGA. PAGA permits an “aggrieved employee” to bring a lawsuit on behalf
18 of himself and other current and/or former employees, on a representative basis, to address an
19 employer’s violations of the California Labor Code. In this case, DEFENDANTS violated
20 California Labor Code sections 201-203, 226, 246, 246.5, 510, 1194, 1198, 2698-2699, 2800,
21 2802, and IWC Wage Orders, as set forth more fully below. PLAINTIFF seeks PAGA
22 penalties, equitable relief, injunctive relief, and restitutionary relief on behalf of himself,
23 DEFENDANTS’ Aggrieved Employees, and the State of California.

24 35. “Aggrieved Employees” includes all current and former employees of
25 DEFENDANTS that have been paid on an hourly basis, and/or worked for 30 or more days in a
26 year and took a sick day(s), and/or received a wage statement, in California during the
27 applicable liability period.

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36. PLAINTIFF's claims for relief are suitable for treatment as a representative action under PAGA for the following reasons:

(a) The violations set forth herein allege violations of the California Labor Code for which the California Labor Code provides a civil penalty to be assessed and recovered by the Labor and Workforce Development Agency (“LWDA”) and/or its departments, divisions, commissions, boards, agencies, or employees;

(b) PLAINTIFF is an “aggrieved employee,” because he was employed by DEFENDANTS and suffered each of the violations alleged herein;

(c) PLAINTIFF has complied with the requirement to commence a civil action pursuant to California Labor Code section 2699.3; and,

(d) PLAINTIFF has complied with the exhaustion requirements of PAGA by providing notice by certified letter on July 14, 2021, to Defendants BATTLE-TESTED STRATEGIES, LLC, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICES LLC, and AMAZON LOGISTICS, INC. and the LWDA concerning the PAGA claims PLAINTIFF intends to pursue. More than sixty-five (65) calendar days have elapsed since PLAINTIFF sent that letter, and the LWDA has not provided notice of its intent to investigate, nor have Defendants BATTLE-TESTED STRATEGIES, LLC, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICES LLC, or AMAZON LOGISTICS, INC. provided notice that they have cured any of the alleged violations as may be applicable.

FACTUAL ALLEGATIONS

37. At all times relevant herein, DEFENDANTS employed and continue to employ PLAINTIFF and the other Aggrieved Employees at worksites and/or on shipping routes throughout California.

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1 38. PLAINTIFF is informed and believes, and based thereon alleges, that
2 DEFENDANTS are and were advised by skilled lawyers and other professionals, employees,
3 and advisors with knowledge of the requirements of California's wage and hour laws.

4 39. DEFENDANTS failed to compensate PLAINTIFF and the Hourly Employees
5 for all hours worked, in violation of Labor Code sections 201-203, 226, 246, 246.5, 510, 1194,
6 1198, 2698-2699, 2800, 2802, and IWC Wage Orders. For example, PLAINTIFF and the
7 Hourly Employees were not paid all of their overtime wages because DEFENDANTS did not
8 pay them the required one and one-half times their regular rate of pay. Specifically,
9 DEFENDANTS did not pay PLAINTIFF and other Hourly Employees the correct amount in
10 overtime wages because it: (1) failed to include bonuses earned when determining
11 PLAINTIFF's and other Aggrieved Employees', including the Hourly Employees', regular rate
12 of pay for calculating their overtime premium wages; (2) failed to utilize the proper divisor of
13 all non-overtime hours for a flat sum bonus when calculating overtime wages; and/or (3) failed
14 to pay for all hours worked in excess of eight in one workday or forty in one workweek or for
15 the first eight hours of the seventh consecutive day of work. As such, DEFENDANTS knew,
16 or reasonably should have known, that they were improperly calculating PLAINTIFF's and
17 other Hourly Employees' regular rate of pay.

18 40. DEFENDANTS failed to reimburse PLAINTIFF and the other Aggrieved
19 Employees for business expenses in violation of Labor Code section 2802. PLAINTIFF and
20 the other Aggrieved Employees were, and/or still are, required to furnish their own cell phones
21 and voice and data plans. PLAINTIFF and the other Aggrieved Employees were, and/or still
22 are, required to wear specific uniforms but were not reimbursed for the costs of replacement of
23 lost and/or damaged uniforms. These expenses are, and were, necessarily incurred by
24 PLAINTIFF and the other Aggrieved Employees in the discharge of their duties.
25 DEFENDANTS required PLAINTIFF and the other Aggrieved Employees to provide their
26 own personal cellular phones and voice and data plans to make and receive work-related calls
27 and messages, including calls and messages from DEFENDANTS' employees and customers.
28 DEFENDANTS did not offer to provide PLAINTIFF and the other Aggrieved Employees with

1 a work cell phone or to reimburse them for their cell phones or any portion of their monthly cell
2 phone bill.

3 41. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
4 know, knew, and/or should have known that PLAINTIFF and the other Aggrieved Employees
5 were entitled to receive reimbursements for business expenses necessarily incurred by
6 PLAINTIFF and the other Aggrieved Employees in the discharge of their duties under Labor
7 Code section 2802, but DEFENDANTS failed to reimburse them for these expenses.

8 42. DEFENDANTS failed to keep accurate employment records and did not provide
9 PLAINTIFF and the Wage Statement Employees with accurate, itemized wage statements,
10 because the wage statements they received from DEFENDANTS were in violation of Labor
11 Code section 226, subdivision (a). The violations included, without limitation: accurately
12 identifying the gross wages earned, all applicable hourly rates in effect during the pay period
13 and the corresponding number of hours worked at each hourly rate, number of overtime hours
14 worked, and net wages earned due to DEFENDANTS' failure to properly calculate and pay
15 overtime wages.

16 43. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
17 know, knew, and/or should have known that PLAINTIFF and the Wage Statement Employees
18 were entitled to receive accurate itemized wage statements under Labor Code section 226,
19 subdivision (a), but DEFENDANTS failed to provide them with accurate wage statements.

20 44. DEFENDANTS systematically failed to provide PLAINTIFF and the Sick Pay
21 Employees with wages for sick days, in violation of Labor Code sections 246 and 246.5.

22 45. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
23 know, knew, and/or should have known that PLAINTIFF and the Sick Pay Employees were
24 entitled to receive paid sick days, but failed to provide them with paid sick days.

25 46. DEFENDANTS willfully failed, and continue to fail, to pay PLAINTIFF and
26 other Aggrieved Employees all of their wages due within the time periods prescribed by
27 California Labor Code sections 201 and 202. PLAINTIFF and the other Aggrieved Employees
28 are entitled to compensation for all forms of wages earned, including but not limited to,

overtime wages, and all sick pay. However, to date, PLAINTIFF and the other Aggrieved Employees have not received such compensation.

47. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS know, knew, and/or should have known that PLAINTIFF and the other Aggrieved Employees were entitled to receive all of their wages due within the time period prescribed by California Labor Code sections 201 and 202, but DEFENDANTS failed to provide them with all of their wages due within the Labor Code's time period(s).

48. PLAINTIFF is informed and believes, and thereon alleges, that at all times herein mentioned, DEFENDANTS knew that they had a duty to compensate PLAINTIFF and the other Aggrieved Employees for these wages, and that DEFENDANTS had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so, and falsely represented to PLAINTIFF and the other Aggrieved Employees that they were provided all their wages, all in order to increase DEFENDANTS' profits.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES BROUGHT UNDER PAGA

(Violation of Labor Code § 2698 et seq.)

**(Against BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC,
AMAZON LOGISTICS, INC., and Does 1 through 30, inclusive)**

49. PLAINTIFF re-alleges and incorporates by reference each and every allegation set forth in all the foregoing paragraphs as if fully set forth herein.

50. California Labor Code section 510, subdivision (a), provides, in pertinent part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12

1 hours in one day shall be compensated at the rate of no less than
2 twice the regular rate of pay for an employee.

3 51. Pursuant to subdivision 2(K) of the applicable IWC Wage Order, “hours
4 worked” include the time during which an employee is subject to the control of an employer,
5 and includes all the time the employee is suffered or permitted to work, whether or not required
6 to do so.

7 52. Subdivision 3(A)(1)(a)-(b) of the applicable IWC Wage Order requires that
8 overtime hours be compensated as follows:

9 (a) One and one-half (1½) times the employee’s regular rate of
10 pay for all hours worked in excess of eight (8) hours up to and
11 including 12 hours in any workday, and for the first eight (8)
12 hours worked on the seventh (7th) consecutive day of work in a
13 workweek; and,

14 (b) Double the employee’s regular rate of pay for all hours
15 worked in excess of 12 hours in any workday and for all hours
16 worked in excess of eight (8) hours on the seventh (7th)
17 consecutive day of work in a workweek.

18 53. By DEFENDANTS’ conduct described in this Complaint, DEFENDANTS
19 violated the provisions of California Labor Code sections 510, 1194, 1198 and the IWC Wage
20 Orders, by employing PLAINTIFF and the Hourly Employees in excess of the limits provided
21 by the law without time and one half or double time pay of regular rates. At all times relevant
22 herein, DEFENDANTS maintained and enforced policies and practices of refusing to pay
23 PLAINTIFF and the Hourly Employees for all hours worked as follows:

24 (a) DEFENDANTS failed to include all compensation earned, including, but not
25 limited to, bonuses, when determining the regular rate of pay for calculating
26 the overtime rate of pay; and/or,

27 (b) DEFENDANTS failed to use the correct divisor with all non-overtime hours
28 worked when calculating the regular rate of pay.

1 54. PAGA permits an “aggrieved employee” to recover penalties on behalf of
2 himself or herself and other current and former employees as a result of the employer’s
3 violations of certain sections of the Labor Code. A violation of Labor Code sections 510, 1194,
4 and 1198 give rise to a private action under PAGA.

5 55. PAGA, specifically Labor Code section 2699, subdivision (a), allows
6 PLAINTIFF to recover civil penalties for the violation of provisions of the Labor Code that
7 contain their own civil penalties. California Labor Code section 558 provides the civil
8 penalties for a violation of California Labor Code sections 510, 1194, and 1198 and the
9 applicable IWC Wage Order.

10 56. Wherefore, PLAINTIFF and the Hourly Employees request civil penalties
11 pursuant to California Labor Code section 2699, subdivision (a), for DEFENDANTS’
12 violations of Labor Code sections 510, 1194, and 1198 and the applicable IWC Wage Order,
13 plus reasonable attorneys’ fees and costs, in amounts to be proven at trial.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE BUSINESS EXPENSES BROUGHT UNDER PAGA**

16 **(Violation of Labor Code § 2698 et seq.)**

17 **(Against BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC,**
18 **AMAZON LOGISTICS, INC., and Does 1 through 30, inclusive)**

19 57. PLAINTIFF re-alleges and incorporates by reference each and every allegation
20 set forth in all the foregoing paragraphs as if fully set forth herein.

21 58. California Labor Code section 2802 requires DEFENDANTS to indemnify its
22 employees for all expenses that the employees necessarily expend as a direct result of discharge
23 of their employment duties or at the direction of the employer.

24 59. Pursuant to California Labor Code sections 2800 and 2802, DEFENDANTS are
25 required to reimburse PLAINTIFF and other Aggrieved Employees for expenses incurred by
26 them in the performance of their job duties, including expenses incurred for personal cell
27 phones, usage of personal cell phones, and the purchase of employer-required uniforms of
28 distinctive color and design when uniforms were lost and/or damaged.

1 60. PLAINTIFF and other Aggrieved Employees were, and still are, required to pay
2 expenses incurred in the discharge of their duties for DEFENDANTS, including providing and
3 maintaining their personal cell phones and purchasing work uniforms when uniforms were lost
4 and/or damaged. These expenses are, and were, necessarily incurred by PLAINTIFF and other
5 Aggrieved Employees in the discharge of their duties and in carrying out DEFENDANTS'
6 principal business – fulfilling product shipments. During the applicable liability period,
7 DEFENDANTS had a policy and practice of not reimbursing PLAINTIFF and other Aggrieved
8 Employees for the above-mentioned expenses incurred in carrying out its business.

9 61. PLAINTIFF and other Aggrieved Employees have not received any
10 reimbursement for the costs incurred in purchasing personal cell phones and cell phone related
11 expenses, and the uniforms required by DEFENDANTS.

12 62. As a proximate result of DEFENDANTS' conduct, PLAINTIFF and the other
13 Aggrieved Employees have suffered monetary loss and been deprived of their property in the
14 form of unreimbursed expenses in an amount according to proof.

15 63. PAGA, specifically California Labor Code section 2699, subdivision (f),
16 establishes a civil penalty to be levied against California employers for violations of California
17 Labor Code provisions that do not contain their own civil penalties. California Labor Code
18 section 2699, subdivision (f)(2), provides that “[i]f, at the time of the alleged violation, [an
19 employer] employs one or more employees, the civil penalty is one hundred dollars (\$100) for
20 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200)
21 for each aggrieved employee per pay period for each subsequent violation.” California Labor
22 Code section 2802 does not provide for its own civil penalties.

23 64. Because DEFENDANTS are employers that currently employ one or more
24 employees, the civil penalties set forth in California Labor Code section 2699, subdivision
25 (f)(2), apply to each of DEFENDANTS' violations of California Labor Code section 2802.

26 65. Wherefore, PLAINTIFF and the Aggrieved Employees request civil penalties
27 pursuant to Labor Code section 2699, subdivision (f)(2), for DEFENDANTS' violation of
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1 Labor Code section 2802, plus reasonable attorneys' fees and costs, in amounts to be proven at
2 trial.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS BROUGHT UNDER**
5 **PAGA**

6 **(Violation of Labor Code § 2698 et seq.)**

7 **(Against BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC,**
8 **AMAZON LOGISTICS, INC., and Does 1 through 30, inclusive)**

9 66. PLAINTIFF re-alleges and incorporates by reference each and every allegation
10 set forth in all the foregoing paragraphs as if fully set forth herein.

11 67. California Labor Code section 226, subdivision (a), states:

12 "Every employer shall, semimonthly or at the time of each
13 payment of wages, furnish each of his or her employees, either as
14 a detachable part of the check, draft, or voucher paying the
15 employee's wages, or separately when wages are paid by personal
16 check or cash, an accurate itemized statement in writing showing
17 (1) gross wages earned, (2) total hours worked by the employee,
18 except for any employee whose compensation is solely based on
19 a salary and who is exempt from payment of overtime under
20 subdivision (a) of Section 515 or any applicable order of the
21 IWC, (3) the number of piece-rate units earned and any
22 applicable piece rate if the employee is paid on a piece-rate basis,
23 (4) all deductions, provided that all deductions made on written
24 orders of the employer may be aggregated and shown as one
25 item, (5) net wages earned, (6) the inclusive dates of the period
26 for which the employee is paid, (7) the name of the employee and
27 his or her social security number, except that by January 1, 2008,
28 only the last four digits of his or her social security number or an

1 employee identification number other than a social security
2 number may be shown on the itemized statement, (8) the name
3 and address of the legal entity that is the employer ..., and (9) all
4 applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the
6 employee ... The deductions made from payments of wages shall
7 be recorded in ink or other indelible form, properly dated,
8 showing the month, day, and year, and a copy of the statement or
9 a record of the deductions shall be kept on file by the employer
10 for at least three years at the place of employment or at a central
11 location within the State of California.”

12 68. DEFENDANTS knowingly and intentionally failed to furnish PLAINTIFF and,
13 on information and belief, the Wage Statement Employees with itemized statements that
14 accurately reflected: all hours worked, all overtime hours worked, all available sick days, gross
15 wages, and net wages, as required by California Labor Code section 226, subdivision (a).

16 69. A violation of Labor Code section 226, subdivision (a) gives right to a private
17 right of action under PAGA.

18 70. PAGA permits an “aggrieved employee” to recover penalties on behalf of
19 himself or herself and other current or former employees as a result of the employer’s
20 violations of certain sections of the labor code. Because PLAINTIFF is, or was, within the year
21 preceding the filing of the complaint in this action, employed by DEFENDANTS and received
22 wage statements that did not comply with Labor Code section 226, subdivision (a),
23 PLAINTIFF is an Aggrieved Employee under PAGA.

24 71. PAGA, specifically Labor Code section 2699, subdivision (a), allows
25 PLAINTIFF to recover civil penalties for the violation of provisions of the Labor Code that
26 contain their own civil penalties. California Labor Code section 226.3 provides the civil
27 penalties for violations of California Labor Code section 226, subdivision (a).

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1 72. Wherefore, PLAINTIFF and the Wage Statement Employees request civil
2 penalties pursuant to Labor Code section 226.3 against DEFENDANTS for their violations of
3 Labor Code section 226, subdivision (a), as provided under PAGA, plus reasonable attorney
4 fees and costs, in amounts to be proved at trial.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE PAID SICK LEAVE UNDER PAGA**

7 **(Violation of Labor Code § 2698 et seq.)**

8 **(Against BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC,**
9 **AMAZON LOGISTICS, INC., and Does 1 through 30, inclusive)**

10 73. PLAINTIFF re-alleges and incorporates by reference each and every allegation
11 set forth in all the foregoing paragraphs as if fully set forth herein.

12 74. California Labor Code sections 246 and 246.5 mandate that employers provide
13 paid sick time at the regular rate of pay to an employee who works for an employer for thirty or
14 more days within a year for permissible reasons as stated in California Labor Code section
15 246.5, subdivision (a).

16 75. In this instance, DEFENDANTS systematically failed to provide PLAINTIFF
17 and other Aggrieved Employees, including all Sick Pay Employees with wages for sick days.
18 PLAINTIFF and Sick Pay Employees worked for DEFENDANTS for thirty (30) or more days
19 and did not receive accrued sick days or the right to receive wages for the time that they missed
20 from because of the diagnosis, care, or treatment of an existing health condition, or
21 preventative care for the employee or his/her family member, or for an employee who was a
22 victim of domestic violence, sexual assault or stalking.

23 76. In violation of the California Labor Code, DEFENDANTS as a matter of
24 corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to
25 provide paid sick days to PLAINTIFF and other Aggrieved Employees, including all Sick Pay
26 Employees.

27 77. The above-mentioned uniform and systematic policies, practices, and procedures
28 of DEFENDANTS were intended to purposefully avoid the payment of wages required by

1 California law which allows DEFENDANTS to illegally profit and gain an unfair advantage
2 over competitors.

3 78. Wherefore, through PAGA and California Labor Code section 248.5,
4 subdivision (e), PLAINTIFF and the Aggrieved Employees are entitled to recover equitable
5 relief, injunctive relief, restitutionary relief and reasonable attorney's fees and costs for
6 DEFENDANTS' violations of California Labor Code sections 246 and 246.5.

7 79. Because DEFENDANTS are employers that currently employ one or more
8 employees, the above-mentioned relief applies to each of DEFENDANTS' violations of
9 California Labor Code sections 246 and 246.5.

10 80. Wherefore, PLAINTIFF and other Aggrieved Employees, including all Sick Pay
11 Employees, request relief pursuant to PAGA and California Labor Code section 248.5 for
12 DEFENDANTS' violation of Labor Code sections 246 and 246.5, in an amount to be
13 determined at trial.

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO TIMELY PAY WAGES BROUGHT UNDER PAGA**

16 **(Violation of Labor Code § 2698 et seq.)**

17 **(Against BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC,**
18 **AMAZON LOGISTICS, INC., and Does 1 through 30, inclusive)**

19 81. PLAINTIFF re-alleges and incorporates by reference each and every allegation
20 set forth in all the foregoing paragraphs as if fully set forth herein.

21 82. California Labor Code section 201, subdivision (a) provides, in pertinent part:

22 If an employer discharges an employee, the wages earned and
23 unpaid at the time of discharge are due and payable immediately.

24 83. California Labor Code section 202, subdivision (a) provides, in pertinent part:

25 If an employee not having a written contract for a definite period quits his or her
26 employment, his or her wages shall become due and payable not later than 72
27 hours thereafter, unless the employee has given 72 hours previous notice of his
28 or her intention to quit, in which case the employee is entitled to his or her

1 wages at the time of quitting. Notwithstanding any other law, an employee who
2 quits without providing a 72-hour notice shall be entitled to receive payment by
3 mail if he or she so requests and designates a mailing address. The date of the
4 mailing shall constitute the date of payment for purposes of the requirement to
5 provide payment within 72 hours of the notice of quitting.

6 84. DEFENDANTS willfully failed to timely pay PLAINTIFF and the other
7 Aggrieved Employees all of their wages due for work performed by the times set forth in Labor
8 Code sections 201 and 202 and this failure continued through the time in which PLAINTIFF
9 and the other Aggrieved Employees quit or were discharged from their employment with
10 DEFENDANTS. DEFENDANTS also failed to provide PLAINTIFF and the other Aggrieved
11 Employees paid sick leave. As a result, DEFENDANTS violated California Labor Code
12 sections 201 and/or 202.

13 85. California Labor Code section 203 states:

14 If an employer willfully fails to pay, without abatement or
15 reduction, in accordance with Sections 201, 201.5, 202, and
16 205.5, any wages of an employee who is discharged or who quits,
17 the wages of the employee shall continue as a penalty from the
18 due date thereof at the same rate until paid or until an action
19 therefore is commenced; but the wages shall not continue for
20 more than 30 days ... Suit may be filed for these penalties at any
21 time before the expiration of the statute of limitations on any
22 action for the wages from which the penalties arose.

23 86. As noted above, DEFENDANTS violated California Labor Code section 201
24 and/or 202 by failing to pay PLAINTIFF and the other Aggrieved Employees who quit or were
25 involuntarily terminated, all of the wages due pursuant to the timelines provided in the Labor
26 Code. DEFENDANTS willfully failed to pay all wages due, as the failure to pay was not
27 inadvertent or accidental.

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1 87. PLAINTIFF and the other Aggrieved Employees are entitled to compensation
2 for all forms of wages earned, including, but not limited to, unpaid overtime wages, and unpaid
3 sick leave. However, to date, PLAINTIFF and the other Aggrieved Employees have not
4 received such compensation, therefore entitling them to penalties under California Labor Code
5 section 203.

6 88. More than thirty (30) days have passed since PLAINTIFF and the other
7 Aggrieved Employees have left DEFENDANTS' employ, and on information and belief, have
8 not received payment pursuant to California Labor Code sections 201, 202, and 203.

9 89. PAGA, specifically Labor Code section 2699, subdivision (f), establishes a civil
10 penalty to be levied against California employers for violations of Labor Code provisions that
11 do not provide for a civil penalty to be assessed and collected by the Labor and Workforce
12 Development Agency. Labor Code section 2699, subdivision (f)(2) provides that "[i]f, at the
13 time of the alleged violation, the person employs one or more employees, the civil penalty is
14 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
15 and two hundred dollars (\$200) for each aggrieved employee per pay period for each
16 subsequent violation." Labor Code sections 201 and 202 do not provide for a civil penalty to
17 be assessed and collected by the Labor and Workforce Development Agency.

18 90. Because DEFENDANTS are employers that currently employ one or more
19 employees, the civil penalties set forth in California Labor Code section 2699, subdivision
20 (f)(2), apply to each of DEFENDANTS' violations of California Labor Code sections 201 and
21 202.

22 91. Wherefore, PLAINTIFF and the other Aggrieved Employees request civil
23 penalties pursuant to California Labor Code section 2699, subdivision (f)(2), for
24 DEFENDANTS' violation of Labor Code sections 201 and 202, plus reasonable attorneys' fees
25 and costs, in an amount to be determined at trial.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, on behalf of himself and the Aggrieved Employees, requests the following relief:

1. For declaratory judgment that BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC, AMAZON LOGISTICS, INC. have violated the overtime wage provisions of the California Labor Code sections 510, 1194, 1198 and Industrial Wage Orders as to the PLAINTIFF and the other Aggrieved Employees;
2. For declaratory judgment that BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC, AMAZON LOGISTICS, INC. have violated California Labor Code section 2802 by failing to reimburse PLAINTIFF and the other Aggrieved Employees for all necessary business expenses incurred;
3. For declaratory judgment that BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC, AMAZON LOGISTICS, INC. have violated California Labor Code section 226 by failing to timely furnish PLAINTIFF and the other Aggrieved Employees with itemized statements accurately identifying gross wages earned; the net wages earned; all applicable hourly rates in effect during the pay period; all available sick days; the number of hours worked; and/or, the corresponding number of hours worked at each hourly rate by the employee during the pay period;
4. For declaratory judgment that BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC, AMAZON LOGISTICS, INC. have violated California Labor Code sections 246 and 246.5 by failing to provide PLAINTIFF and the other Aggrieved Employees with paid sick leave;
5. For declaratory judgment that BTS, AMAZON.COM SERVICES, INC., AMAZON.COM SERVICE, LLC, AMAZON LOGISTICS, INC. have violated California Labor Code sections 201 and 203 for its willful failure to pay all

1 compensation owed at the time of separation of employment of PLAINTIFF and
2 the other Aggrieved Employees;

- 3 6. For declaratory judgment that BTS, AMAZON.COM SERVICES, INC.,
4 AMAZON.COM SERVICE, LLC, AMAZON LOGISTICS, INC.'s violations
5 have been willful and that the Court award to PLAINTIFF and the other
6 Aggrieved Employees for the amount of unpaid compensation, including interest
7 thereon, and damages for failure to furnish accurate itemized wage statements
8 and penalties subject to proof at trial;
- 9 7. That PLAINTIFF and the other Aggrieved Employees be awarded reasonable
10 attorneys' fees and costs pursuant to California Labor Code sections 1194,
11 218.5, 218.6, 226, 248.5, 2802, and 2698 et seq., California Code of Civil
12 Procedure section 1021.5 and/or other applicable law;
- 13 8. For the maximum civil penalties;
- 14 9. For equitable, injunctive, and restitutionary relief;
- 15 10. That the Court award both prejudgment and post-judgment interest;
- 16 11. For attorney's fees and costs of suit incurred in this action;
- 17 12. For all other relief provided by the California Labor Code; and,
- 18 13. That the Court award such other and further relief as the Court may deem
19 appropriate.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff JAHAD MUHAMMAD hereby demands trial of his claims and the Aggrieved
22 Employees' claims by jury to the extent authorized by law.

23 DATE: September 21, 2021

BERENJI LAW FIRM, APC

24 By:

25 
26 SHADIE L. BERENJI
27 AMIEL A. AZIZOLLAHI
28 Attorneys for Plaintiff JAHAD
MUHAMMAD, individually and on behalf of
all aggrieved employees and general public