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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/27/2016 at 08:00:00 AM

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Attorneys for Plaintiffs Sherrie Ward and Kemit Johnson and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

SHERRIE WARD and KEMIT
JOHNSON; individually, and on behalf of
other members of the general public
similarly situated,

Plaintiffs,

vs.

AMAZON PROCESSING, LLC, a
Delaware Limited Liability Company dba
APPSTAR FINANCIAL; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 37-2015-00012522-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);**
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);**
- (3) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);**
- (4) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);**
- (5) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);**
- (6) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);**
- (7) Violation of California Labor Code §§ 2698, et seq. (Private Attorneys General Act of 2004);**
- (8) Violation of California Business and Professions Code § 17200, et seq.**

1 Plaintiffs Sherri Ward and Kemit Johnson (collectively “Plaintiffs”), hereby submit this
2 Class and Representative Action Complaint for Damages against Defendant Amazon
3 Processing, LLC dba AppStar Financial and DOES 1 through 100. Inclusive (collectively,
4 “Defendants”), on behalf of themselves and the Class of other similarly situated current and
5 former employees of Defendants for meal period and rest break wages, minimum and overtime
6 wages, and penalties as follows:

7 **JURISDICTION AND VENUE**

8 1. This class action is brought pursuant to the California Code of Civil Procedure
9 section 382. The restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the
10 Superior Court and will be established according to proof at trial. The amount in controversy
11 for the class representative, including claims for compensatory damages, interest, and pro rata
12 share of attorneys’ fees, is less than \$75,000.

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

17 3. This Court has jurisdiction over all Defendants because, upon information and
18 belief, each party is either a citizen of California, has sufficient minimum contacts in
19 California, or otherwise intentionally avails itself of the California market so as to render the
20 exercise of jurisdiction over it by the California courts consistent with traditional notions of
21 fair play and substantial justice.

22 4. Venue is proper in this Court because, upon information and belief, Defendants
23 maintain offices, have agents, and transact business in the County of San Diego. Furthermore,
24 Plaintiffs and Defendants entered into a Client Consultant Agreement, which states that any
25 lawsuit may be brought in the County of San Diego, State of California.

26 5. The total amount in controversy as a result of this lawsuit inclusive of attorneys’
27 fees is less than \$5,000,000.

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PARTIES

6. Plaintiff Sherri Ward (“Plaintiff Ward”) is an individual residing in the State of California.

7. Plaintiff Kemit Johnson (“Plaintiff Johnson”) is an individual residing in the State of California.

8. Defendant Amazon Processing, LLC dba AppStar Financial at all times herein mentioned, was and is, upon information and belief, a limited liability company organized and existing under the laws of the State of Delaware, and transacts business throughout the State of California, including the County of San Diego.

9. At all relevant times, Defendants Amazon Processing, LLC dba AppStar Financial was the “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

10. At all times herein relevant, Amazon Processing, LLC dba AppStar Financial and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each defendant designated herein.

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

12. Amazon Processing, LLC dba AppStar Financial and DOES 1 through 100 will hereinafter collectively be referred to as Defendants.

13. Plaintiffs further allege that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

14. **Definition:** Named Plaintiff Johnson brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

15. The proposed class is defined as follows:

All current and former California-based “Independent Consultants,” or persons who held similar job titles and/or performed similar job duties, who provided services for Defendants within the State of California and were classified as independent contractors from four years of filing this lawsuit to final judgment.

16. Plaintiffs reserve the right to establish subclasses as appropriate.

17. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff Johnson at this time; however, the class is estimated to be approximately one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ records.

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- 1 b. Typicality: Plaintiff Johnson’s claims are typical of all other class
2 members’ as demonstrated herein. Plaintiff Johnson will fairly and
3 adequately protect the interests of the other class members with whom
4 she has a well-defined community of interest.
- 5 c. Adequacy: Plaintiff Johnson will fairly and adequately protect the
6 interests of each class member, with whom she has a well-defined
7 community of interest and typicality of claims, as demonstrated herein.
8 Plaintiff has no interest that is antagonistic to the other class members.
9 Plaintiffs’ attorneys, the proposed class counsel, are versed in the rules
10 governing class action discovery, certification, and settlement. Plaintiff
11 Johnson has incurred, and during the pendency of this action will
12 continue to incur, costs and attorneys’ fees, that have been, are, and will
13 be necessarily expended for the prosecution of this action for the
14 substantial benefit of each class member.
- 15 d. Superiority: A class action is superior to other available methods for the
16 fair and efficient adjudication of this litigation because individual joinder
17 of all class members is impractical.
- 18 e. Public Policy Considerations: Certification of this lawsuit as a class
19 action will advance public policy objectives. Employers of this great
20 state violate employment and labor laws every day. Current employees
21 are often afraid to assert their rights out of fear of direct or indirect
22 retaliation. However, class actions provide the class members who are
23 not named in the complaint anonymity that allows for the vindication of
24 their rights.

25 18. There are common questions of law and fact as to the class members that
26 predominate over questions affecting only individual members. The following common
27 questions of law or fact, among others, exist as to the members of the class:

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- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' California based "Independent Consultants," or persons who held similar job titles and/or performed similar job duties, were classified as independent contractors in violation of California law;
- c. Whether Defendants' California based "Independent Consultants," or persons who held similar job titles and/or performed similar job duties, were classified as "exempt" in violation of California law;
- d. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- e. Whether Defendants deprived Plaintiff and the other class members of meal periods or required Plaintiff and the other class members to work during meal periods without compensation;
- f. Whether Defendants deprived Plaintiff and the other class members of rest periods or required Plaintiff and the other class members to work during rest periods without compensation;
- g. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members;
- h. Whether Defendants reimbursed Plaintiff and the other class members for business expenses incurred;
- i. Whether Defendants' conduct was willful or reckless; and
- j. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.

GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as impendent contractors.

1 20. Defendants employed Plaintiff Ward as an “Independent Consultant,” which it
2 classified as an independent contractor from approximately August 2011 until approximately
3 December 2011 in the State of California.

4 21. Defendants employed Plaintiff Johnson as an “Independent Consultant,” which
5 it classified as an independent contractor from approximately May 2015 to July 2015, in the
6 State of California.

7 22. Defendants hired Plaintiffs, classified them as independent contractors, and paid
8 them on commission only, without any compensation for overtime hours worked, missed meal
9 periods or rest breaks.

10 23. Defendants had the authority to hire and terminate Plaintiffs and the other class
11 members; to set work rules and conditions governing Plaintiffs’ and the other class members’
12 employment; and to supervise their daily employment activities.

13 24. Defendants exercised sufficient authority over the terms and conditions of
14 Plaintiffs’ and the other class members’ employment for them to be joint employers of
15 Plaintiffs and the other class members.

16 25. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
17 class members.

18 26. Defendants continue to employ Independent Consultants as impendent
19 contractors within the State of California.

20 27. Plaintiffs are informed and believe, and based thereon alleges, that at all times
21 herein relevant, Defendants were advised by skilled lawyers and other professionals,
22 employees, advisors, and consultants highly knowledgeable about California wage laws,
23 employment and personnel practices.

24 28. Plaintiffs are informed and believe, and based thereon alleges, that at all times
25 herein relevant, without any justification, Defendants ignored the employment and personnel
26 policy changes proposed by skilled lawyers and other professionals, employees, advisors, and
27 consultants highly knowledgeable about California wage laws, employment and personnel
28 practices.

1 29. Plaintiffs and the other class members worked over eight (8) hours in a day,
2 and/or forty (40) hours in a week during their employment with Defendants.

3 30. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
4 engaged in a uniform policy and systematic scheme of wage abuse against their “Independent
5 Consultants.” This scheme involved, *inter alia*, misclassifying these position as independent
6 contractors for purposes of the payment of overtime compensation when, in fact, they were
7 employees entitled to the benefits of employees according to California law.

8 31. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiffs and the other class members were entitled to receive
10 certain wages for overtime compensation and that they were not receiving wages for overtime
11 compensation.

12 32. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
13 failed to provide Plaintiffs and the other class members the required rest and meal periods
14 during the relevant time period as required under the Industrial Welfare Commission Wage
15 Orders and thus they are entitled to any and all applicable penalties.

16 33. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiffs and the other class members were entitled to receive
18 all meal periods or payment of one additional hour of pay at Plaintiffs’ and the other class
19 member’s regular rate of pay when a meal period was missed, and they did not receive all meal
20 periods or payment of one additional hour of pay at Plaintiffs’ and the other class member’s
21 regular rate of pay when a meal period was missed.

22 34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiffs and the other class members were entitled to receive
24 all rest periods or payment of one additional hour of pay at Plaintiffs’ regular rate of pay when
25 a rest period was missed, and they did not receive all rest periods or payment of one additional
26 hour of pay at Plaintiffs’ and the other class members’ regular rate of pay when a rest period
27 was missed.

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1 35. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 at least minimum wages for compensation and that they were not receiving at least minimum
4 wages for all hours worked.

5 36. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiffs and the other class members were entitled to receive
7 reimbursements for all business expenses incurred in discharge of their duties.

8 37. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that they had a duty to compensate Plaintiffs and the other class
10 members pursuant to California law, and that Defendants had the financial ability to pay such
11 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
12 represented to Plaintiffs and the other class members that they were properly denied wages, all
13 in order to increase Defendants' profits.

14 38. At all material times set forth herein, Defendants failed to pay overtime wages
15 to Plaintiffs and the other class members. Plaintiffs and the other class members were required
16 to work more than eight (8) hours per day and/or forty (40) hours per week without overtime
17 compensation.

18 39. At all material times set forth herein, Defendants failed to provide uninterrupted
19 meal and rest periods to Plaintiffs and the other class members.

20 40. At all material times set forth herein, Defendants failed to pay Plaintiffs and the
21 other class members at least minimum wages for all hours worked.

22 41. At all material times set forth herein, Defendants failed to reimburse Plaintiffs
23 and the other class members for all business expenses incurred.

24 42. At all material times set forth herein, Defendants failed to properly compensate
25 Plaintiffs and the other class members pursuant to California law in order to increase
26 Defendants' profits.

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1 43. California Labor Code section 218 states that noting in Article 1 of the Labor
2 Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty
3 due to him [or her] under this article.”

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 44. At all times herein set forth, PAGA was applicable to Plaintiff Johnson’s
6 employment by Defendants.

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

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

15 47. Plaintiff Johnson was employed by Defendants and the alleged violations were
16 committed against him during his time of employment and he is, therefore, an aggrieved
17 employee. Plaintiff Johnson and the other employees are “aggrieved employees” as defined by
18 California Labor Code § 2699(c) in that they are all current or former employees of
19 Defendants, and one or more of the alleged violations were committed against them.

20 48. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved
21 employee, including Plaintiff Johnson, may pursue a civil action arising under PAGA after the
22 following requirements have been met:

23 49. The aggrieved employee shall give written notice by certified mail (hereinafter
24 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
25 California Labor Code alleged to have been violated, including the facts and theories to
26 support the alleged violations.

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50. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within thirty (30) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within thirty-three (33) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

51. On or about January 15, 2016, Plaintiff Johnson provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. As of March 22, 2016, LWDA had not informed Plaintiff and Defendants that the LWDA intends to investigate the alleged claims; therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties and wages against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against ALL DEFENDANTS and DOES 1 through 100)

52. Plaintiff Johnson incorporates by reference the allegations contained in paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

53. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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1 54. Specifically, the applicable IWC Wage Order provides that Defendants are and
2 were required to pay Plaintiff Johnson and the other class members employed by Defendants,
3 and working more than eight (8) hours in a day or more than forty (4) hours in a workweek, at
4 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
5 than forty (40) hours in a workweek.

6 55. The applicable IWC Wage Order further provides that Defendants are and were
7 required to pay Plaintiff Johnson and the other class members overtime compensation at a rate
8 of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a
9 day.

10 56. California Labor Code section 510 codifies the right to overtime compensation
11 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
12 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
13 of work, and no overtime compensation at twice the regular hourly rate for hours worked in
14 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
15 of work.

16 57. During the relevant time period, Plaintiff Johnson and the other class members
17 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

18 58. During the relevant time period, Defendants intentionally and willfully failed to
19 pay overtime wages owed to Plaintiff Johnson and the other class members.

20 59. Defendants' failure to pay Plaintiff Johnson and the other class members the
21 unpaid balance of overtime compensation, as required by California laws, violates the
22 provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

23 60. Pursuant to California Labor Code section 1194, Plaintiff Johnson and the other
24 class members are entitled to recover unpaid overtime compensation, as well as interest, costs,
25 and attorneys' fees.

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1 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
2 (30) minutes and/or rest period.

3 67. During the relevant time period, Plaintiff Johnson and the other class members
4 who were scheduled to work for a period of time in excess of six (6) hours were required to
5 work for periods longer than five (5) hours without an uninterrupted meal period of not less
6 than thirty (30) minutes and/or rest period.

7 68. During the relevant time period, Defendants intentionally and willfully required
8 Plaintiff Johnson and the other class members to work during meal periods and failed to
9 compensate Plaintiff Johnson and the other class members the full meal period premium for
10 work performed during meal periods.

11 69. During the relevant time period, Defendants failed to pay Plaintiff Johnson and
12 the other class members the full meal period premium due pursuant to California Labor Code
13 section 226.7.

14 70. Defendants' conduct violates applicable IWC Wage Order and California Labor
15 Code sections 226.7 and 512(a).

16 71. Pursuant to applicable IWC Wage Order and California Labor Code section
17 226.7(b), Plaintiff Johnson and the other class members are entitled to recover from
18 Defendants one additional hour of pay at the employee's regular rate of compensation for each
19 work day that the meal or rest period is not provided.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226.7)**

22 **(Against ALL DEFENDANTS and DOES 1 through 100)**

23 72. Plaintiff Johnson incorporates by reference the allegations contained in
24 paragraphs 1 through 71, and each and every part thereof with the same force and effect as
25 though fully set forth herein.

26 73. At all times herein set forth, the applicable IWC Wage Order and California
27 Labor Code section 226.7 were applicable to Plaintiff Johnson's and the other class members'
28 employment by Defendants.

1 74. At all relevant times, California Labor Code section 226.7 provides that no
2 employer shall require an employee to work during any rest period mandated by an applicable
3 order of the California IWC.

4 75. At all relevant times, the applicable IWC Wage Order provides that “[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period” and that the “rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof” unless the total daily work time is less than three and one-half
9 (3 ½) hours.

10 76. During the relevant time period, Defendants required Plaintiff Johnson and other
11 class members to work four (4) or more hours without authorizing or permitting a ten (10)
12 minute rest period per each four (4) hour period worked.

13 77. During the relevant time period, Defendants willfully required Plaintiff Johnson
14 and the other class members to work during rest periods and failed to pay Plaintiff Johnson and
15 the other class members the full rest period premium for work performed during rest periods.

16 78. During the relevant time period, Defendants failed to pay Plaintiff Johnson and
17 the other class members the full rest period premium due pursuant to California Labor Code
18 section 226.7.

19 79. Defendants’ conduct violates applicable IWC Wage Orders and California
20 Labor Code section 226.7.

21 80. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(b), Plaintiff Johnson and the other class members are entitled to recover from
23 Defendants one additional hour of pay at the employees’ regular hourly rate of compensation
24 for each work day that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

3 **(Against ALL DEFENDANTS and DOES 1 through 100)**

4 81. Plaintiff Johnson incorporates by reference the allegations contained in
5 paragraphs 1 through 80 and each and every part thereof with the same force and effect as
6 though fully set forth herein.

7 82. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
8 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
9 than the minimum so fixed is unlawful.

10 83. During the relevant time period, Defendants failed to pay minimum wage to
11 Plaintiff Johnson and the other class members as required, pursuant to California Labor Code
12 sections 1194, 1197, and 1197.1.

13 84. Defendants' failure to pay Plaintiff Johnson and the other class members the
14 minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1.
15 Pursuant to those sections Plaintiff Johnson and the other class members are entitled to recover
16 the unpaid balance of their minimum wage compensation as well as interest, costs, and
17 attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and
18 interest thereon.

19 85. Pursuant to California Labor Code section 1197.1, Plaintiff Johnson and the
20 other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely
21 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
22 employee minimum wages.

23 86. Pursuant to California Labor Code section 1194.2, Plaintiff Johnson and the
24 other class members are entitled to recover liquidated damages in an amount equal to the
25 wages unlawfully unpaid and interest thereon.

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1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201 and 202)**

3 **(Against ALL DEFENDANTS and DOES 1 through 100)**

4 87. Plaintiff Johnson incorporates by reference the allegations contained in
5 paragraphs 1 through 86, and each and every part thereof with the same for and effect as
6 though fully set forth herein.

7 88. At all relevant times herein set forth, California Labor Code sections 201 and
8 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
9 time of discharge are due and payable immediately, and if an employee quits his or her
10 employment, his or her wages shall become due and payable not later than seventy-two (72)
11 hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
12 intention to quit, in which case the employee is entitled to his or her wages at the time of
13 quitting.

14 89. During the relevant time period, Defendants intentionally and willfully failed to
15 pay the other class members who are no longer employed by Defendants their wages, earned
16 and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

17 90. Defendants' failure to pay the other class members who are no longer employed
18 by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving
19 Defendants' employ, is in violation of California Labor Code sections 201 and 202.

20 91. California Labor Code section 203 provides that if an employer willfully fails to
21 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
22 shall continue as a penalty from the due date thereof at the same rate until paid or until an
23 action is commenced; but the wages shall not continue for more than thirty (30)

24 92. The other class members are entitled to recover from Defendants the statutory
25 penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to
26 California Labor Code section 203.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against ALL DEFENDANTS and DOES 1 through 100)**

4 93. Plaintiff Johnson incorporates by reference the allegations contained in
5 paragraphs 1 through 92, and each and every part thereof with the same force and effect as
6 though fully set forth herein.

7 94. At all material times set forth herein, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate itemized
9 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
10 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
11 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
12 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
13 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
14 his or her social security number, (8) the name and address of the legal entity that is the
15 employer, and (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee. The deductions
17 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
18 showing the month, day, and year, and a copy of the statement or a record of the deductions
19 shall be kept on file by the employer for at least three years at the place of employment or at a
20 central location within the State of California.

21 95. Defendants have intentionally and willfully failed to provide Plaintiff Johnson
22 and the other class members with complete and accurate wage statements. The deficiencies
23 include, but are not limited to: the failure to include the total number of hours worked by
24 Plaintiff Johnson and the other class members.

25 96. As a result of Defendants' violation of California Labor Code section 226(a),
26 Plaintiff Johnson and the other class members have suffered injury and damage to their
27 statutorily-protected rights.

28 ///

1 97. More specifically, Plaintiff Johnson and the other class members have been
2 injured by Defendants' intentional and willful violation of California Labor Code section
3 226(a) because they were denied both their legal right to receive, and their protected interest in
4 receiving, accurate and itemized wage statements pursuant to California Labor Code section
5 226(a).

6 98. Plaintiff Johnson and the other class members are entitled to recover from
7 Defendants the greater of their actual damages caused by Defendants' failure to comply with
8 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand
9 dollars per employee.

10 99. Plaintiff Johnson and the other class members are also entitled to injunctive
11 relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

12 **SEVENTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 2800 and 2802)**

14 **(Against ALL DEFENDANTS. and DOES 1 through 100)**

15 100. Plaintiff Johnson incorporates by reference the allegations contained in
16 paragraphs 1 through 99, and each and every part thereof with the same force and effect as
17 though fully set forth herein.

18 101. Pursuant to California Labor Code sections 2800 and 2802, an employer must
19 reimburse its employee for all necessary expenditures incurred by the employee in direct
20 consequence of the discharge of his or her job duties or in direct consequence of his or her job
21 duties or in direct consequence of his or her obedience to the directions of the employer.

22 102. Plaintiff Johnson and the other class members incurred necessary business-
23 related expenses and costs that were not fully reimbursed by Defendants.

24 ///

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26 ///

1 103. Defendants have intentionally and willfully failed to reimburse Plaintiff Johnson
2 and the other class members for necessary business-related expenses and costs. Plaintiff
3 Johnson and the other class members are entitled to recover from Defendants their business-
4 related expenses and costs incurred during the course and scope of their employment, plus
5 interest accrued from the date on which the employee incurred the necessary expenditures at
6 the same rate as judgments in civil actions in the State of California.

7 **EIGHTH CAUSE OF ACTION**

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

9 **(Against ALL DEFENDANTS and DOES 1 through 100 by PLAINTIFF)**

10 104. Plaintiff Johnson incorporates by reference the allegations contained in
11 paragraphs 1 through 103, and each and every part thereof with the same force and effect as
12 though fully set forth herein.

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

18 106. Whenever the LWDA, or any of its departments, divisions, commissions,
19 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
20 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
21 assess a civil penalty.

22 107. Plaintiff Johnson and the other non-exempt employees are “aggrieved
23 employees” as defined by California Labor Code § 2699(c) in that they are all current or
24 former employees of Defendants, and one or more of the alleged violations was committed
25 against them.

26 **Failure to Pay Minimum and Overtime Wages**

27 108. At all times relevant herein, Defendants were required to compensate their non-
28 exempt employees minimum wages for all hours worked and overtime wages for all hours

1 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
2 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

3 109. As a pattern and practice, Defendants failed to compensate Plaintiff Johnson and
4 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
5 all minimum wages and overtime wages, where applicable.

6 **Failure to Provide Meal Periods and Rest Breaks**

7 110. In accordance with the mandates of Labor Code § 226.7, and 512, Defendants
8 were required to authorize and permit their non-exempt employees to take a 10-minute rest break
9 for every four (4) hours worked or major fraction thereof, and were further required to provide
10 their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

11 111. As a pattern and practice, Defendants failed to provide Plaintiff Johnson and other
12 aggrieved current and former employees with legally-mandated meal periods and rest breaks and
13 failed to pay proper compensation for this failure.

14 **Failure to Timely Pay Wages During Employment**

15 112. At all times relevant herein, Defendants were required to pay their employees
16 within a specified time period pursuant to the mandate of Labor Code § 204.

17 113. As a pattern and practice, Defendants regularly failed to pay Plaintiff Johnson and
18 other aggrieved current and former employees all wages due and owing them within the required
19 time period.

20 **Failure to Timely Pay Wages Upon Termination**

21 114. At all times relevant herein, Defendants were required to pay their employees all
22 wages owed in a timely fashion at the end of employment pursuant to California Labor Code §§
23 201 to 204.

24 115. As a result of Defendants' Labor Code violations alleged above, Defendants
25 failed to pay Plaintiff Johnson and the other aggrieved former employees their final wages
26 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
27 Labor Code § 203.

28 ///

1 **Failure to Provide Complete and Accurate Wage Statements**

2 116. At all times relevant herein, Defendants were required to keep accurate records
3 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
4 1174(d).

5 117. As a result of Defendants' various Labor Code violations, Defendants failed to
6 keep accurate records regarding Plaintiff Johnson and other aggrieved current and former
7 employees. For example, Defendants failed in their affirmative obligation to keep accurate
8 records regarding Plaintiff Johnson and other aggrieved current and former employees' gross
9 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
10 rates and the number of hours worked at each hourly rate.

11 **Failure to Reimburse Business Expenses**

12 118. At all time relevant herein, Defendants were required to reimburse its employees
13 for any and all necessary expenditures or losses incurred by the employees in direct
14 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §
15 2802.

16 119. As a pattern and practice, Defendants regularly failed to pay Plaintiff Johnson and
17 other aggrieved current and former employees all business expenses incurred and owing them
18 within the required time period.

19 **Damages**

20 120. Pursuant to California Labor Code § 2699, Plaintiff Johnson, individually, and on
21 behalf of other current and former aggrieved employees, requests and is entitled to recover from
22 Defendants, and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs
23 pursuant, as well as all statutory penalties against Defendants, and each of them, including but
24 not limited to:

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

28 122. Penalties under California Code of Regulations Title 8 § 11040 in the amount of

fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

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

124. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

125. An amount sufficient to recover unpaid wages under Labor Code § 558;

126. An amount sufficient to recover unpaid wages under Labor Code § 1197.1;

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

128. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, et seq.

(Against Amazon Processing, LLC dba AppStar Financial and Does 1 through 100)

129. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 128, and each and every part thereof with the same force and effect as though fully set forth herein.

130. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs and the other class members, and Defendants' competitors. Accordingly, Plaintiffs and the other class members seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

131. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

132. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of misclassifying its employees as independent contractors and requiring Plaintiffs and the other class members, to suffer or permit them to work without paying at least minimum wage violates California Labor Code section 1194.

133. Furthermore, requiring its employees to work overtime without paying them proper compensation violates California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a).

Failure to Pay Overtime

134. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failing to Provide Meal Periods

135. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Provide Rest Periods

136. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

1 **Failure to Pay Minimum Wages**

2 137. Defendants' failure to pay minimum wages in violation of the Wage Orders and
3 California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful
4 and/or unfair activity prohibited by California Business & Professions Code section 17200, et
5 seq.

6 **Failure to Reimburse Business Expenses**

7 138. Defendant's failure to provide business expenses incurred in violation of
8 California Labor Code section 2800 and 2802, as alleged above, constitutes unlawful and/or
9 unfair activity prohibited by California Business & Professions Code section 17200, et seq.

10 139. As a result of the herein described violations of California law, Defendants
11 unlawfully gained an unfair advantage over other businesses.

12 140. Plaintiffs and the other class members have been personally injured and
13 continue to be injured by Defendants' unlawful business acts and practices as alleged herein,
14 including, but not necessarily limited to, the loss of money and/or property.

15 141. Pursuant to California Business & Professions Code section 17200, et seq.,
16 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
17 retained by Defendants during a period that commences on April 15, 2011; an award of
18 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
19 applicable laws; and an award of costs.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs, individually, and on behalf of members of the general public
22 similarly situated, prays for relief and judgment against Defendants, jointly and severally, as
23 follows:

24 **Class Certification**

- 25 1. That this action be certified as a class action;
26 2. That Plaintiffs be appointed as the representatives of the Class;
27 3. That counsel for Plaintiffs be appointed as Class Counsel; and

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1 4. That Defendants provide to Class Counsel, immediately upon its appointment,
2 the names and most current contact information (names, address, telephone numbers and
3 emails) of all class members.

4 **As to the First Cause of Action**

5 1. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
7 all overtime wages due to Plaintiff and the other class members;

8 2. For general unpaid wages at overtime wage rates and such general and special
9 damages as may be appropriate;

10 3. For pre-judgment interest on any unpaid overtime compensation commencing
11 from the date such amounts were due;

12 4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Labor Code section 1194; and

14 5. For such other and further relief as the court may deem just and proper.

15 **As to the Second Cause of Action**

16 6. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
18 provide all meal periods (including second meal periods) to Plaintiff Johnson and the other
19 class members;

20 7. That the Court make an award to Plaintiff Johnson and the other class members
21 of one (1) hour of pay at each employee's regular rate of compensation for each workday that a
22 meal period was not provided;

23 8. For all actual, consequential, and incidental losses and damages, according to
24 proof;

25 9. For premium wages pursuant to California Labor Code section 226.7(b);

26 10. For pre-judgment interest on any unpaid wages from the date such amounts
27 were due;

28 11. For reasonable attorneys' fees and costs of suit incurred herein; and

12. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

13. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

14. That the Court make an award to Plaintiff Johnson and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

15. For all actual, consequential, and incidental losses and damages, according to proof;

16. For premium wages pursuant to California Labor Code section 226.7(b);

17. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

18. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

19. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff Johnson and the other class members;

20. For general unpaid wages and such general and special damages as may be appropriate;

21. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff Johnson and the other class members in the amount as may be established according to proof at trial;

22. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

23. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

24. For liquidated damages pursuant to California Labor Code section 1194.2; and

25. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of the other class members no longer employed by Defendants;

27. For all actual, consequential, and incidental losses and damages, according to proof;

28. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

29. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

30. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

31. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff Johnson and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

32. For actual, consequential and incidental losses and damages, according to proof;

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

34. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff Johnson and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

36. For actual, consequential and incidental losses and damages, according to proof;

- 1 37. For the imposition of statutory penalties;
- 2 38. For punitive damages and/or exemplary damages according to proof at trial;
- 3 39. For reasonable attorneys' fees and costs of suit incurred herein; and
- 4 40. For such other and further relief as the court may deem just and proper.

5 **As to the Eighth Cause of Action**

6 41. That the Court declare, adjudge and decree that Defendants violated

7 California Labor Code sections 2698 et seq., by violating California Labor Code §§ 201, 202,

8 203, 204, 210, 226(a), 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800

9 and 2802;

- 10 42. For punitive damages and/or exemplary damages according to proof at trial;
- 11 43. For reasonable attorneys' fees and costs of suit incurred herein; and
- 12 44. For such other and further relief as the court may deem just and proper.

13 **As to the Ninth Cause of Action**

14 45. That the Court decree, adjudge and decree that Defendants violated California

15 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the

16 other class members all overtime compensation due to them, failing to provide all meal and

17 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to

18 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'

19 wages timely as required by California Labor Code section 201, 202 and 203 and by violating

20 California Labor Code sections 226(a), 2800, and 2802.

21 46. For restitution of unpaid wages to Plaintiffs and all the other class members and

22 all pre-judgment interest from the day such amounts were due and payable;

23 47. For the appointment of a receiver to receive, manage and distribute any and all

24 funds disgorged from Defendants and determined to have been wrongfully acquired by

25 Defendants as a result of violation of California Business and Professions Code sections

26 17200, et seq.;

27 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

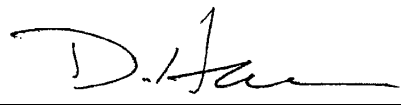
28 California Code of Civil Procedure section 1021.5;

1 49. For injunctive relief to ensure compliance with this section, pursuant to
2 California Business and Professions Code sections 17200, et seq.; and

3 50. For such other and further relief as the court may deem just and proper.
4
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6 DATED: May 26, 2016

JUSTICE LAW CORPORATION

8
9 By: 

10 Douglas Han
11 *Attorneys for Plaintiffs*
12 and the Proposed Class
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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is: 411 North Central Avenue, Suite 500, Glendale, California 91203.

On May 26, 2016, I served the foregoing document(s) described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Marie Burke Kenny
Annie Macaleer
PROCOPIO, CORY, HARGREAVES, & SAVITCH LLP
525 B Street, Suite 2200
San Diego, CA 92101

Attorney(s) for Defendant Amazon Processing, LLC dba AppStar Financial

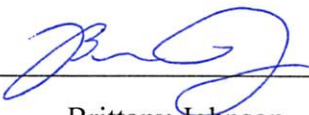
[X] BY GOLDEN STATE OVERNIGHT (GSO)

I placed such documents in a Golden State Overnight (GSO) mailer addressed to the party or parties listed above with delivery fees fully pre-paid for next-business-day Golden State Overnight (GSO) delivery, and caused it to be delivered to a Golden State Overnight (GSO) drop-off box before 8:00 p.m. on the stated date.

[X] STATE

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

Executed on May 26, 2016, at Glendale, California.



Brittany Johnson

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is nalonsoesteban@justicelawcorp.com

On December 11, 2025, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Ward et al v. Amazon Processing, LLC et al.**
LWDA/Court Case No.: **LWDA-CM-296484-17**
Court Case No.: 37-2015-00012522-CU-OE-CTL
San Diego Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

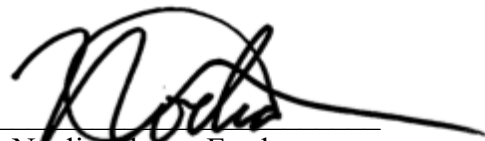
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on December 11, 2025, at Pasadena, California.


Noelia Alonso Esteban