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*Attorneys for Plaintiffs and the Proposed
California Class, Aggrieved Employees, and FLSA Collective*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO**

RANDY CURRAN, CIERRA WOOLEN,
LUISA MAZON, ROBERTO RAMIREZ,
LINDA FANG, and ALEXIS BELL,
individually and on behalf of others similarly
situated,

Plaintiffs,

v.

ADVANCED CARRIER SERVICES,
LLC, B-Z CONVEYANCE, LLC,
DELIVERY RESPONSE ON-TIME
PARCEL LLC, ONDOT LLC,
AMAZON.COM, INC., and AMAZON
LOGISTICS, INC.

Defendants.

Civil Action No.: CV2024-0847

**CLASS, REPRESENTATIVE, AND
COLLECTIVE ACTION COMPLAINT
FOR**

1. Failure to Provide Regular Pay/Minimum Wages
2. Failure to Provide Overtime Premium Pay
3. Failure to Authorize, Permit and/or Make Available Meal Periods
4. Failure to Authorize, Permit and/or Make Available Rest Periods
5. Unlawful Deductions
6. Failure to Provide and Maintain Accurate and Compliant Wage Records
7. Failure to Reimburse for Necessary Business Expenditures Incurred
8. Failure to Pay All Wages Due Upon Termination
9. Untimely Payment of Wages During Employment
10. Prohibited Forms of Payment
11. Violation of California's Unfair Business Practices
12. Civil Penalties Under PAGA
13. Violation of the FLSA: Failure to Properly Pay Delivery Associates

JURY TRIAL DEMANDED

[Amount in controversy exceeds \$25,000]

CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION COMPLAINT

1 Plaintiffs Randy Curran, Cierra Woolen, Luisa Mazon, Roberto Ramirez, Linda Fang,
2 and Alexis Bell (“Plaintiffs”), through undersigned counsel, individually, and on behalf of all
3 others similarly situated, file this Class, Representative, and Collective Action (“Complaint”)
4 against Defendants Advanced Carrier Services, LLC, B-Z Conveyance, LLC, Delivery Response
5 On-Time Parcel LLC, OnDot LLC, Amazon.com, Inc., and Amazon Logistics, Inc. (collectively,
6 “Defendants”). Plaintiffs, on behalf of themselves and all other similarly situated employees,
7 bring this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202,
8 203, 204, 210, 212, 221-225.5, 226, 226.3, 246, 226.7, 432, 510, 512, 558, 1174, 1194, 1194.2,
9 1197, 1197.1, 1198, 2800, 2802, 2810.5, and California Code of Regulations, Title 8, section
10 11090, seeking overtime wages, minimum wages, payment of premium wages for missed meal
11 and rest periods, reimbursement for expenses incurred in furtherance of work duties, penalties,
12 other such provisions of California law, and reasonable attorneys’ fees and costs. Plaintiffs seek
13 unpaid overtime, liquidated damages, and reasonable attorneys’ fees and costs under the Fair
14 Labor Standards Act, 29 U.S.C. § 216(b).

15 The following allegations are based on personal knowledge as to Plaintiffs’ own conduct
16 and are made on information and belief as to the acts of others:

17 **INTRODUCTION**

18 1. Advanced Carrier Services, LLC (“ACS”), B-Z Conveyance, LLC (“BZCY”),
19 Delivery Response On-Time Parcel LLC (“DROT”), and OnDot LLC (“ONDT”) (together,
20 “DSP Defendants”) supplied last-mile delivery services to Amazon.com, Inc. and Amazon
21 Logistics, Inc. (together, “Amazon”) via its participation in Amazon’s Delivery Service Provider
22 (“DSP”) program. The DSP Defendants paid Delivery Associates – such as Plaintiffs and the
23 proposed Class and Collective – to deliver packages to Amazon’s customers.

24 2. This case is about Defendants’ failure to comply with applicable wage laws and
25 to pay its non-exempt Delivery Associates for all time worked – including overtime – as required
26 to meet Amazon’s delivery needs and deliver hundreds of Amazon packages each day.

27 **JURISDICTION AND VENUE**

28 3. Jurisdiction exists in the Superior Court of the State of California pursuant to

1 Code of Civil Procedure section 410.10.

2 4. This Court has jurisdiction over the California state law claims in this action
3 pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court
4 “original jurisdiction in all causes except those given by statute to other courts.” This Court has
5 jurisdiction over Plaintiffs’ FLSA claim under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

6 5. Venue is proper in Yolo County, California because Amazon and certain of its
7 Delivery Service Providers have transacted business at all relevant times herein within Yolo
8 County, California, including at 3620 Ramos Dr., West Sacramento, CA 95691 and 1640 W
9 Capitol Ave, West Sacramento, CA 95691. Defendants also employ Class Members in Yolo
10 County and in the State of California.

11 6. Defendants are subject to personal jurisdiction before this Court because it has
12 purposefully availed itself of the privileges of conducting activities throughout the State of
13 California and established minimum contacts sufficient to confer jurisdiction. Amazon transacts
14 business in California, advertises in California, and markets to California consumers. The
15 violations forming the basis of this lawsuit occurred in California. Further, Amazon employs
16 California residents. Therefore, the assumption of jurisdiction over Amazon will not offend
17 traditional notions of fair play and substantial justice and is consistent with the constitutional
18 requirements of due process. Defendants had and continue to have continuous and systematic
19 contacts with the State of California sufficient to establish general jurisdiction over it.

20 7. Plaintiffs are “aggrieved employees” under PAGA, California Labor Code § 2698
21 *et seq.*, as Plaintiffs were employed by Defendants during the applicable statutory period and
22 suffered one or more of the Labor Code violations set forth herein. Other aggrieved employees
23 Plaintiffs seek to represent are all other non-exempt employees of Defendants ADCS, BZCY,
24 DROT, and ONDT whom Plaintiffs allege were jointly employed by Amazon. Accordingly,
25 Plaintiffs seek to recover, on behalf of themselves and all other aggrieved current and former
26 non-exempt employees of Defendants ADCS, BZCY, DROT, and ONDT, the civil penalties
27 provided by PAGA plus reasonable attorneys’ fees and costs, as the term “civil penalty” is
28 defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175.

8. Plaintiffs also seek to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

9. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiffs, on behalf of themselves and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

10. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code section 2699.3. On or around July 17, 2023, Plaintiffs gave written notice to the Labor and Workforce Development Agency (“LWDA”) and to Defendants of the specified provisions of the Labor Code alleged to have been violated by it. The LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the July 17, 2023 postmarked date of the herein-described notice sent by Plaintiffs.

PARTIES

11. Plaintiff Randy Curran is a citizen of Oregon and resides in Clackamas County in the State of Oregon. Plaintiff Curran was paid by Advanced Carrier Services, LLC and delivered packages to customers of Amazon.com as a Delivery Associate in California from April 2019 to May 2019, during which time she was a citizen of California. Pursuant to 29 U.S.C. § 216(b), Plaintiff Curran has consented to be a plaintiff in this action. *See* Exhibit A.

12. Plaintiff Cierra Woolen is a citizen of California and resides in Sacramento County in the State of California. Plaintiff Woolen was paid by B-Z Conveyance, LLC and delivered packages to customers of Amazon.com as a Delivery Associate in California from January 2020 to February 2020. Pursuant to 29 U.S.C. § 216(b), Plaintiff Woolen has consented to be a plaintiff in this action. *See* Exhibit B.

13. Plaintiff Luisa Mazon is a citizen of California and resides in San Diego County in the State of California. Plaintiff Mazon was paid by Delivery Response On-Time Parcel LLC and delivered packages to customers of Amazon.com as a Delivery Associate in California from

1 September 2019 to February 2020. Pursuant to 29 U.S.C. § 216(b), Plaintiff Mazon has
2 consented to be a plaintiff in this action. *See* Exhibit C.

3 14. Plaintiff Roberto Ramirez is a citizen of California and resides in Fresno County
4 in the State of California. Plaintiff Ramirez was paid by Delivery Response On-Time Parcel LLC
5 and delivered packages to customers of Amazon.com as a Delivery Associate in California from
6 September 2019 to February 2020. Pursuant to 29 U.S.C. § 216(b), Plaintiff Ramirez has
7 consented to be a plaintiff in this action. *See* Exhibit D.

8 15. Plaintiff Linda Fang is a citizen of California and resides in Fresno County in the
9 State of California. Plaintiff Fang was paid by Delivery Response On-Time Parcel LLC and
10 delivered packages to customers of Amazon.com as a Delivery Associate in California from
11 September 2019 to March 2020. Pursuant to 29 U.S.C. § 216(b), Plaintiff Fang has consented to
12 be a plaintiff in this action. *See* Exhibit E.

13 16. Plaintiff Alexis Bell is a citizen of California and resides in Contra Costa County
14 in the State of California. Plaintiff Bell was paid by OnDot LLC and delivered packages to
15 customers of Amazon.com as a Delivery Associate in California from December 2018 to
16 February 2020. Pursuant to 29 U.S.C. § 216(b), Plaintiff Bell has consented to be a plaintiff in
17 this action. *See* Exhibit F.

18 17. Defendant Amazon.com, Inc. is a company with principal offices in Seattle,
19 Washington, which operates throughout the United States, including in California,

20 18. Defendant Amazon Logistics, Inc. is a company with principal offices in Seattle,
21 Washington, which operates throughout the United States, including in California and Yolo
22 County specifically. Amazon Logistics, Inc. is a subsidiary of Amazon.com, Inc. The Amazon
23 Defendants are together referred to as “Amazon.”

24 19. The unlawful acts alleged in this Complaint were committed by Defendants and/or
25 Defendants’ officers, agents, employees, or representatives, while actively engaged in the
26 management of Defendants’ businesses or affairs and with the authorization of the Defendants.
27
28

1 20. During times relevant, Amazon and each of the DSP Defendants acted as joint
2 employers with respect to the Delivery Associates who delivered packages to customers of
3 Amazon.

4 21. During all times relevant, Defendants were employers covered by the FLSA.

5 22. Defendants are, individually and together, an enterprise as defined within section
6 203(r)(1) of the FLSA.

7 23. At all times material to this action, Defendants have been engaged in commerce
8 or in the production of goods for commerce as defined by the FLSA, and Defendants' employees
9 are engaged in interstate commerce and handle or work on goods that have been moved in and/or
10 produced in commerce.

11 24. Defendants' annual gross volume of business exceeds \$500,000.

12 **CLASS, REPRESENTATIVE, AND COLLECTIVE DEFINITIONS**

13 25. Plaintiffs bring Counts I through XI of this lawsuit as a class action pursuant to
14 Code of Civil Procedures section 382, on behalf of themselves and the following California
15 Class:

16 All Delivery Associates who were paid by ADCS, BZCY, DROT, and/or
17 ONDT to deliver packages to customers of Amazon.com in California at
18 any time between September 6, 2018 through February 3, 2023 (the
 "California Class").

19 26. Plaintiffs bring Count XII of this lawsuit as a representative action under, on
20 behalf of themselves and the following aggrieved employees:

21 All Delivery Associates who were paid by ADCS, BZCY, DROT, and/or
22 ONDT to deliver packages to customers of Amazon.com in California at
23 any time between September 6, 2018 through February 3, 2023 (the
 "Aggrieved Employees").

24 27. Plaintiffs bring Count XIII of this lawsuit pursuant to the FLSA, 29 U.S.C.
25 § 216(b), as a collective action on behalf of themselves and the following collective:

26 All Delivery Associates who were paid by ADCS, BZCY, DROT, and/or
27 ONDT to deliver packages to customers of Amazon.com in California at
28 any time between September 6, 2018 through February 3, 2023 (the "FLSA
 Collective").

28. The California Class, Aggrieved Employees, and FLSA Collective are hereinafter referred to as the Classes. Plaintiffs reserve the right to redefine the Classes prior to notice or certification, and thereafter, as may be warranted or necessary.

FACTS

29. Amazon contracts with delivery service providers to deliver goods that consumers purchased on Amazon.com.

30. Amazon contracted with the DSP Defendants to deliver packages that consumers purchased on the Amazon.com website.

31. The DSP Defendants employed Delivery Associates, such as Plaintiffs, to deliver packages consumers purchased on Amazon.com.

32. Plaintiffs and other Delivery Associates began their shifts at a designated Amazon Delivery Station, including those within Yolo County, where they picked up their assigned vehicle.

33. Plaintiffs waited until managers from the DSP Defendants arrived to provide each Delivery Associate with a bag that contained a “Rabbit” handheld scanning device containing an assigned route, a gas card and other materials related to their job duties.

34. Plaintiffs and other Delivery Associates were required to check in with Amazon employees in the Amazon Delivery Station before picking up their packages and beginning their routes.

35. Plaintiffs and other Delivery Associates were regularly scheduled to work four (4) or more days per week, with shifts that were scheduled for ten (10) hours.

36. Although shifts were scheduled for ten (10) hours per day, all of the work-related activities that Plaintiffs and the Delivery Associates were required to perform often took ten (10) or more hours per day to complete.

37. Even after Delivery Associates finished delivering their assigned packages, they were required to “rescue” other Delivery Associates by going to meet another Delivery Associate in the field to help deliver some of their packages.

38. Upon return to the Amazon Delivery Station, Plaintiffs and other Delivery

1 Associates had to unload their vehicles and check in with supervisors concerning the day's route.

2 39. Plaintiffs observed other Delivery Associates routinely work similar schedules.

3 40. Plaintiffs regularly worked more than forty (40) hours a week. Plaintiffs observed
4 that other Delivery Associates routinely worked similar hours.

5 41. Plaintiffs and other Delivery Associates were not provided meal and rest breaks.
6 Plaintiffs routinely worked without breaks. Defendants were not only aware of and permitted this
7 practice, but the work schedules and conditions imposed by Defendants effectively required this
8 practice.

9 42. Despite Plaintiffs' and other Delivery Associates' inability to take meal and rest
10 breaks, Defendants automatically deducted 30 minutes for a meal each workday – *regardless* of
11 whether Plaintiffs or other Delivery Associates took a break during the workday.

12 43. Defendants accordingly have failed to provide Plaintiffs and other Delivery
13 Associates with a thirty (30) minute, uninterrupted, and timely meal period for days on which the
14 employees worked more than five (5) hours in a workday; a second thirty (30) minute,
15 uninterrupted, and timely meal period for days on which employees worked in excess of ten (10)
16 hours in a workday; and/or compensation for such unprovided meal periods.

17 44. Defendants also failed to provide Plaintiffs and other Delivery Associates rest
18 periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed,
19 at times, to provide compensation for such unprovided rest periods.

20 45. At the time Plaintiffs' employment and the employment of other former
21 employees ended, Defendants willfully failed, at times, to pay overtime and minimum wages at
22 the proper rate and failed, at times, to pay one hour of wages in lieu of each non-compliant meal
23 and/or rest period, among other things.

24 46. Defendants did not accurately record all time that Plaintiffs and the Delivery
25 Associates spent working for Defendants.

26 47. Defendants have failed to comply with Labor Code section 226, subdivision (a)
27 by not providing itemized wage statements accurately showing, including but not limited to, gross
28 wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate; and other such
2 information as required by Labor Code section 226, subdivision (a).

3 48. Defendants failed to provide Plaintiffs and the Deliver Associates with, or permit
4 them inspection of, records pertaining to their employment, including wage statements and
5 similar payroll documents under Labor Code section 226, documents signed to obtain or hold
6 employment under Labor Code section 432, personnel records under Labor Code section 1198.5,
7 and time records under Labor Code section 1174, to the detriment of Plaintiffs and all other
8 aggrieved employees.

9 49. Defendants have failed to make, keep and preserve records with respect to the
10 Plaintiffs and other Delivery Associates sufficient to determine their lawful wages, actual hours
11 worked, and other conditions of employment as required by law.

12 50. Defendants did not provide reimbursement for all necessary expenditures
13 incurred by Plaintiffs and the Delivery Associates as a direct consequence of discharging their
14 duties and/or obeying the Defendants' directions including, *inter alia*, utilizing personal
15 communication and navigation devices in the course of their work duties without reimbursement
16 from Defendants.

17 51. Plaintiffs performed many of the aforementioned required work duties when they
18 were not "on the clock."

19 52. As a result, Plaintiffs and the Classes were not paid for all time worked, including
20 minimum wages and overtime wages to which they are entitled in violation of California state
21 wage and hour laws and the FLSA.

22 53. Defendants did not pay Plaintiffs and other Delivery Associates wages for all
23 hours worked in excess of forty (40) hours in a workweek and did not pay proper overtime
24 premiums.

25 54. Defendants did not pay Plaintiffs and other Delivery Associates wages for all
26 hours worked in excess of eight (8) hours per day, twelve (12) hours per day, forty (40) hours
27 per week or seven (7) consecutive work days in a work week at the proper overtime rate of pay.
28

55. Defendants knew or, absent their own recklessness should have known, that the Delivery Associates were entitled to such overtime premiums.

56. Defendants were aware that Plaintiffs and other similarly situated employees worked more than forty (40) hours per week, and Defendants did not compensate Plaintiffs and other similarly situated employees for all hours worked, and did not pay all overtime premiums at the appropriate and required regular rate of pay, as required by the Fair Labor Standards Act (“FLSA”).

57. Defendants' actions in violation of the FLSA were made willfully in an effort to avoid liability under the FLSA.

58. By failing to pay all the overtime compensation owed to Plaintiffs and other Delivery Associates, Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.

CLASS ACTION ALLEGATIONS

59. Plaintiffs bring this action, on behalf of themselves and all others similarly
situation, as a class action pursuant to Code of Civil Procedure section 382.

60. This action has been brought and may properly be maintained as a class action under the provision of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

61. The members of the Class are so numerous and dispersed that joinder of all members is impracticable. Upon information and belief, there are more than 100 members of the Class.

62. Plaintiffs will fairly and adequately represent and protect the interests of the Class because there is no conflict between the claims of Plaintiffs and those of the Class, and Plaintiffs' claims are typical of the claims of the Class. Plaintiffs' Counsel are competent and experienced in litigating class actions and other complex litigation matters, including wage and hour cases like this one.

63. There are questions of law and fact common to the proposed Class, which predominate over any questions affecting only individual Class members, including, without

1 limitation: whether Defendants violated the laws of California through their policies and
2 practices of not properly paying Plaintiffs and other Delivery Associates for all hours worked,
3 including overtime compensation.

4 64. Plaintiffs' claims are typical of the claims of the Class in the following ways,
5 without limitation: (a) Plaintiffs' claims arise out of the same policies, practices and course of
6 conduct that form the basis of the claims of the Class; (b) Plaintiffs' claims are based on the same
7 legal and remedial theories as those of Class and involve similar factual circumstances; (c) there
8 are no conflicts between the interests of Plaintiffs and the Class members; and (g) the injuries
9 suffered by Plaintiffs are similar to the injuries suffered by the Class members.

10 65. Class action treatment is superior to the alternatives for the fair and efficient
11 adjudication of the controversy alleged herein. Individual joinder of all Class Members is not
12 practicable, and questions of law and fact common to Class Members predominate over any
13 questions affecting only individual Class Members. Class Members, as further described therein,
14 have been damaged and are entitled to recovery by reason of Defendants' illegal policy and/or
15 practices, including, without limitation, occasionally failing to pay overtime wages and
16 minimum wages; at times failing to provide meal and rest breaks or compensation in lieu thereof;
17 failing to provide accurate wage statements; occasionally failing to pay all wages due upon
18 termination and/or resignation; and at times failing to reimburse expenses incurred in furtherance
19 of work duties.

20 66. Class action treatment will permit a large number of similarly situated persons to
21 prosecute their common claims in a single forum simultaneously, efficiently, and without the
22 duplication of effort and expense that numerous individual actions would entail. No difficulties
23 are likely to be encountered in the management of this class action that would preclude its
24 maintenance as a class action, and no superior alternative exists for the fair and efficient
25 adjudication of this controversy. Further, the amounts at stake for many of the Class members,
26 while substantial, are not great enough to enable them to maintain separate suits against
27 Defendants.

28 67. The Class is readily identifiable from Defendants' own employment records.

1 Prosecution of separate actions by individual members of the Class would create the risk of
2 inconsistent or varying adjudications with respect to individual Class members that would
3 establish incompatible standards of conduct for Defendants.

4 68. Without a class action, Defendants will retain the benefit of their wrongdoing,
5 which will result in further damages to Plaintiffs and the Class. Plaintiffs envisions no difficulty
6 in the management of this action as a class action.

7 **COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA**

8 69. Plaintiffs bring this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action
9 on behalf of the FLSA Collective defined above.

10 70. Plaintiffs desire to pursue their FLSA claims on behalf of any individuals who
11 opt-in to this action pursuant to 29 U.S.C. § 216(b).

12 71. Plaintiffs and the FLSA Collective are “similarly situated,” as that term is used in
13 29 U.S.C. § 216(b), because, *inter alia*, all such individuals worked pursuant to Defendants’
14 previously described common pay practices and, as a result of such practices, were not paid for
15 all hours worked when they worked more than forty (40) hours per week and were not paid the
16 full and legally mandated overtime premium for hours worked over forty (40) during the
17 workweek. Resolution of this action requires inquiry into common facts, including, *inter alia*,
18 Defendants’ common compensation, timekeeping, and payroll practices.

19 72. Specifically, Defendants failed to pay overtime at time and a half (1½) the
20 employee’s regular rate as required by the FLSA for all hours worked in excess of forty (40) per
21 workweek.

22 73. The similarly situated employees are known to Defendants and are readily
23 identifiable and may be located through Defendants’ business records and the records of any
24 payroll companies Defendants use.

25 74. Defendants employed many FLSA Collective Members throughout California.
26 These similarly situated employees may be readily notified of the instant litigation through direct
27 means, such as U.S. mail and/or other appropriate means and should be allowed to opt into it
28 pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their similar claims

1 for overtime and other compensation violations, liquidated damages (or, alternatively, interest),
2 and attorneys' fees and costs under the FLSA.

3 **FIRST CAUSE OF ACTION**
4 **Failure to Provide Regular Pay/Minimum Wages**
5 **Cal. Lab. Code §§ 204, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1;**
6 **Cal. Code Regs. tit. 8, § 11090**
7 **(On Behalf of Plaintiffs and the California Class)**

8 75. All previous paragraphs are incorporated as though fully set forth herein.

9 76. During the applicable statutory period, California Labor Code §§ 1182.11,
10 1182.12 and 1197, and the IWC Minimum Wage Order were in full force and effect and required
11 that Defendants' hourly employees receive the minimum wage for all hours worked.

12 77. Section 2(H) of IWC Wage Order No. 9-2001 defines "hours worked" as "the
13 time during which an employee is subject to the control of an employer, and includes all the time
14 the employee is suffered or permitted to work, whether or not required to do so."

15 78. California Labor Code § 1194(a) provides as follows: "Notwithstanding any
16 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage
17 or the legal overtime compensation applicable to the employee is entitled to recover in a civil
18 action the unpaid balance of the full amount of this minimum or overtime compensation,
19 including interest thereon, reasonable attorneys' fees and costs of suit."

20 79. California Labor Code § 1194.2 provides that, in any action under § 1194 to
21 recover wages because of the payment of a wage less than minimum wage fixed by an order of
22 the commission, an employee shall be entitled to recover liquidated damages in an amount equal
23 to the wages unlawfully unpaid and interest thereon.

24 80. California Labor Code section 1197.1 provides, in part: "(a) Any employer or
25 other person acting either individually or as an officer, agent, or employee of another person,
26 who pays or causes to be paid to any employee a wage less than the minimum fixed by an order
27 of the commission shall be subject to a civil penalty, restitution of wages, and liquidated damages
28 payable to the employee. . . ."

81. As alleged throughout, Plaintiffs and Class Members were not compensated for
all hours worked – potentially for several hours per week.

1 82. Plaintiffs and Class Members did not enter into legally binding agreements with
2 Defendants to work for a lesser wage.

3 83. Defendants' conduct, as alleged herein, violates the aforementioned regulations
4 because throughout the applicable time period, Defendants' policies, practices and procedures
5 resulted in a failure to compensate Plaintiffs and Class Members for all hours worked.

6 84. As alleged in more detail above, Defendants' policies, practices and procedures
7 resulted in Plaintiffs and Class Members being denied regular pay/minimum wages for regular
8 hours worked by, *inter alia*, requiring them to work hours off the clock in order to complete their
9 mandated job duties.

10 85. Labor Code § 1194.2 provides that, in any action under § 1194 to recover wages
11 because of the payment of a wage less than minimum wage fixed by an order of the commission,
12 an employee shall be entitled to recover liquidated damages in an amount equal to the wages
13 unlawfully unpaid and interest thereon.

14 86. As a direct and proximate result of Defendants' unlawful acts and/or omissions,
15 as alleged herein, Plaintiffs and Class Members have been deprived, and continue to be deprived,
16 of regular pay and mandated minimum wages for regular hours worked in an amount to be
17 determined at trial, are entitled to a recovery of such amount, plus liquidated damages, plus
18 interest thereon, attorneys' fees, and costs of suit pursuant to Labor Code §§ 1194, 1194.2 and
19 1197.1.

20 87. Wherefore, Plaintiffs and the California Class request relief as hereinafter
21 provided.

22 **SECOND CAUSE OF ACTION**
23 **Failure to Provide Overtime Premium Pay**
24 **Cal. Lab. Code §§ 200, 510, 1194, 1194.2; 1198; Cal. Code Regs. tit. 8, § 11090**
 (On Behalf of Plaintiffs and the California Class)

25 88. All previous paragraphs are incorporated as though fully set forth herein.

26 89. California Labor Code § 510(a) provides as follows:

27 Eight hours of labor constitutes a day's work. Any work in excess of eight
28 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 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work. . . .

90. California Labor Code § 1194 provides as follows: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum or overtime compensation.”

91. California Labor Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation.” All such wages are subject to California’s overtime requirements, including those set forth above.

92. Pursuant to California Labor Code § 1198, the Industrial Welfare Commission provides the maximum hours of work and standard conditions of labor for California employees.

93. Section 3(A) of IWC Wage Order No. 9-2001 provides in pertinent part: “. . . employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek.”

94. Defendants’ conduct, as alleged herein, violates the aforementioned regulations because Plaintiffs and Class Members were not properly compensated for applicable overtime premium pay for hours worked in excess of eight (8) hours per workday, forty (40) hours per workweek, and/or hours worked on the seventh consecutive day in a workweek.

95. As alleged in more detail above, Defendants’ policies, practices and procedures denied Plaintiffs and Class Members proper overtime premium compensation for overtime hours worked by, *inter alia*, requiring them to work extended hours in order to complete their job duties.

96. As a direct and proximate result of the aforementioned violations, Defendants

1 damaged Plaintiffs and the Class in amounts to be determined according to proof at time of trial,
2 but in an amount in excess of the jurisdictional requirements of this Court.

3 97. Accordingly, Plaintiffs and Class Members are entitled to recover, and hereby
4 seek, the unpaid balance of the full amount of deprived overtime premium pay earned for
5 overtime hours worked, pre- and post-judgment interest, applicable penalties, attorneys' fees,
6 costs of suit, and any further equitable relief this Court may deem just and proper. *See* Cal. Lab.
7 Code § 1194; *see also*, Cal. Civ. Proc. Code § 1021.5.

8 98. Wherefore, Plaintiffs and the California Class request relief as hereinafter
9 provided.

10 **THIRD CAUSE OF ACTION**
11 **Failure to Authorize, Permit and/or Make Available Meal Periods**
12 **Cal. Lab. Code §§ 218.5, 218.6, 223 226.7, 512, 558.1; Cal. Code Regs. tit. 8, § 11090**
13 **(On Behalf of Plaintiffs and the California Class)**

14 99. All previous paragraphs are incorporated as though fully set forth herein.

15 100. California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Orders
16 require Defendants to authorize, permit, and/or make available timely and compliant meal and
17 rest periods to its employees. Labor Code §§ 226.7 and 512 and the IWC Wage Orders prohibit
18 employers from employing an employee for more than five (5) hours without a meal period of
19 not less than thirty (30) minutes, and from employing an employee more than ten (10) hours per
20 day without providing the employee with a second meal period of not less than thirty (30)
21 minutes. Section 226.7 and the applicable Wage Orders also require employers to authorize and
22 permit employees to take ten (10) minutes of net rest time per four (4) hours, or major fraction
23 thereof of work, and to pay employees their full wages during those rest periods. Unless the
24 employee is relieved of all duty during the thirty-minute meal period and ten-minute rest period,
25 the employee is considered "on duty" and the meal or rest period is counted as time worked
26 under the applicable wage orders.

27 101. Under Labor Code § 226.7(b) and the applicable Wage Orders, an employer who
28 fails to authorize and permit a required meal period must, as compensation, pay the employee

one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not authorized and permitted. Similarly, an employer must pay an employee denied a required rest period one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not authorized and permitted.

102. Pursuant to California Labor Code § 1198, the Industrial Welfare Commission provides the maximum hours of work and standard conditions of labor for California employees.

103. Section 11 of IWC Wage Order No. 9-2001 provides in pertinent part:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes . . .

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes . . .

(C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.

104. Despite these requirements, Plaintiffs and Class Members were not authorized and permitted by Defendants to take the timely and compliant off-duty meal periods to which they are entitled. Plaintiffs and the Class Members routinely worked through their meal periods.

105. Relatedly, despite failing to provide Plaintiffs and Class Members lawful uninterrupted off-duty meal periods, Defendants' policies, practices and procedures systematically denied Plaintiffs and Class Members proper premium pay at the rate of one (1) hour of pay at their regular pay rates for each non-compliant meal period.

106. Accordingly, Plaintiffs and Class Members seek compensation for Defendants' failure to authorize and permit meal periods, plus interest, attorneys' fees, expenses, and costs of suit, and further request relief as hereafter provided.

107. Wherefore, Plaintiffs and the California Class request relief as hereinafter provided.

FOURTH CAUSE OF ACTION

Failure to Authorize, Permit and/or Make Available Rest Periods

**Cal. Lab. Code §§ 204, 218.5, 218.6, 223, 226.7, 512, 558.1; Cal. Code Regs. tit. 8, § 11090
(On Behalf of Plaintiffs and the California Class)**

108. All previous paragraphs are incorporated as though fully set forth herein.

109. California Labor Code § 226.7 and the applicable Wage Orders require employers to authorize and permit employees to take ten (10) minutes of net rest time per four (4) hours, or major fraction thereof of work, and to pay employees their full wages during those rest periods. Unless the employee is relieved of all duty during the thirty-minute meal period and ten-minute rest period, the employee is considered “on duty” and the meal or rest period is counted as time worked under the applicable wage orders.

110. Under Labor Code § 226.7(b) and the applicable Wage Orders, an employer who fails to authorize and permit a required meal period must, as compensation, pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not authorized and permitted. Similarly, an employer must pay an employee denied a required rest period one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not authorized and permitted.

111. Pursuant to California Labor Code § 1198, the Industrial Welfare Commission provides the maximum hours of work and standard conditions of labor for California employees.

112. Sections 12(A) and 12(B) of IWC Wage Order No. 9-2001 provide in pertinent part:

(A) Every employer shall authorize and permit all employees to take rest periods . . . The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof . . . Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

113. Despite these requirements, Plaintiffs and Class Members were not authorized and permitted to take the timely and compliant off-duty rest periods to which they are entitled. Plaintiffs and the Class Members were routinely denied rest periods.

1 114. Relatedly, despite failing to provide Plaintiffs and Class Members lawful
2 uninterrupted off-duty rest periods, Defendants' policies, practices and procedures
3 systematically denied Plaintiffs and Class Members proper premium pay at the rate of one (1)
4 hour of pay at their regular pay rates for each non-compliant rest period.

5 115. Defendants also failed to pay Plaintiffs and the Class one (1) hour of pay for each
6 untimely, non-compliant rest period.

7 116. Accordingly, Plaintiffs and Class Members seek compensation for Defendants'
8 failure to authorize and permit rest periods, plus interest, attorneys' fees, expenses, and costs of
9 suit, and further request relief as hereafter provided.

10 117. Wherefore, Plaintiffs and the California Class request relief as hereinafter
11 provided.

12 **FIFTH CAUSE OF ACTION**
13 **Unlawful Deductions**
14 **Cal. Lab. Code §§ 221-225.5**
(On Behalf of Plaintiffs and the California Class)

15 118. All previous paragraphs are incorporated as though fully set forth herein.

16 119. California Labor Code §§ 221-225.5 provide that it is unlawful for employers to
17 collect or receive from an employee any part of wages theretofore paid by said employer to said
18 employee absent an appropriate authorization, from the employee or under the law, to deduct
19 said wages.

20 120. Defendants failed to pay Plaintiffs and the California Class their entitled wages
21 and engaged in deductions from compensation payable to Plaintiffs and the California Class.

22 121. Accordingly, Plaintiffs and Class Members seek compensation and civil penalties
23 pursuant to California Labor Code § 225.5.

24 122. Wherefore, Plaintiffs and the California Class request relief as hereinafter
25 provided.

26 **SIXTH CAUSE OF ACTION**
27 **Failure to Provide and Maintain Accurate and Compliant Wage Records**
28 **Cal. Lab. Code §§ 226**

(On Behalf of Plaintiffs and the California Class)

123. All previous paragraphs are incorporated as though fully set forth herein.

124. California Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the State of California.

125. California Labor Code § 226(e) provides:

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

Plaintiffs seek to recover actual damages, costs, and attorneys' fees under this section.

126. Defendants failed to provide complete and accurate itemized wage statements to Plaintiffs and the California Class in accordance with Labor Code § 226(a) and the IWC Wage Orders.

1 127. Defendants' failure to comply with Labor Code § 226(a) was and continues to be
2 knowing and intentional.

3 128. Plaintiffs and the Class suffered injury as a result of Defendants' knowing and
4 intentional failure to provide timely, accurate itemized wage statements in accordance with
5 Labor Code § 226(a). In particular, the injury stemming from Defendants' violations is
6 evidenced by this live and active dispute regarding unpaid wages, including overtime pay,
7 between the Parties. As a result of Defendants' violations, Plaintiffs and the California Class are
8 required to undertake the difficult and costly task of attempting to reconstruct Defendants'
9 incomplete and inaccurate time and pay records to ensure that they are paid for all hours worked
10 as required by California law.

11 129. Defendants are liable to Plaintiffs and the Class alleged herein for the amounts
12 described above in addition to the civil penalties set forth below, with interest thereon.
13 Furthermore, Plaintiffs and the Class are entitled to an award of attorneys' fees and costs as set
14 forth below and herein.

15 130. Wherefore, Plaintiffs and the California Class request relief as hereinafter
16 provided.

17 **SEVENTH CAUSE OF ACTION**
18 **Failure to Reimburse for Necessary Business Expenditures Incurred**
19 **Cal. Lab. Code §§ 221, 2802, 510, 558.1; Cal. Code Regs. tit. 8, § 11090**
20 **(On Behalf of Plaintiffs and the California Class)**

21 131. All previous paragraphs are incorporated as though fully set forth herein.

22 132. California Labor Code § 221 provides that it shall be unlawful for any employer
23 to collect or receive any part of wages theretofore paid by said employer to said employee.

24 133. California Labor Code § 2802 provides that an employer must reimburse an
25 employee for necessary expenditures and losses incurred by an employee in the direct
26 consequence of the discharge of his or her duties.

27 134. California Labor Code § 2804 mandates that this statutory right cannot be waived.

28 135. Section 9 of IWC Wage Order No. 9 provides in pertinent part: "(B) When tools

1 or equipment are required by the employer or are necessary to the performance of a job, such
2 tools and equipment shall be provided and maintained by the employer. . .”

3 136. Defendants’ policies, practices and procedures resulted in the violation of the
4 above statutes by denying reimbursement for necessary expenditures incurred as a direct
5 consequence of discharging their duties and/or obeying the Defendants’ directions including,
6 *inter alia*, utilizing personal communication and navigation devices without reimbursement from
7 Defendants.

8 137. As a direct and proximate result of Defendants’ failure to provide reimbursement
9 for necessary expenditures, Plaintiffs and Class Members suffered, and continue to suffer, losses
10 related to such unreimbursed expenditures, including, but not limited to, the use and enjoyment
11 of monies owed, lost interest on monies owed, and attorneys’ fees and costs incurred to enforce
12 their rights.

13 138. In failing to provide Plaintiffs and Class Members reimbursement for necessary
14 expenditures incurred, Defendants’ policies, practices and procedures related to their delivery
15 program derived, and continue to derive, an unjust and inequitable economic benefit at the
16 expense of Plaintiffs and Class Members.

17 139. Accordingly, Plaintiffs and Class Members are entitled to recover, and hereby
18 seek, an amount equal to incurred necessary expenditures, pre and post-judgment interest,
19 applicable penalties, attorneys’ fees and costs, and any further equitable relief this Court may
20 deem just and proper. *See* Cal. Lab. Code §§ 2802, 558.1; *see also*, Cal. Civ. Proc. Code § 1021.5.

21 140. Wherefore, Plaintiffs and the California Class request relief as hereinafter
22 provided.

23 **EIGHTH CAUSE OF ACTION**
24 **Failure to Pay All Wages Due Upon Termination**
25 **Cal. Lab. Code §§ 201-203**
26 **(On Behalf of Plaintiffs and the California Class)**

27 141. All previous paragraphs are incorporated as though fully set forth herein.

28 142. California Labor Code § 201 provides:

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

3 143. California Labor Code § 202 provides:

4 If an employee not having a written contract for a definite period quits his
5 or her employment, his or her wages shall become due and payable not later
6 than 72 hours thereafter, unless the employee has given 72 hours previous
notice of his or her intention to quit, in which case the employee is entitled
to his or her wages at the time of quitting.

7 144. California Labor Code § 203 provides, in relevant part:

8 If an employer willfully fails to pay, without abatement or reduction, in
9 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
10 employee who is discharged or who quits, the wages of the employee shall
11 continue as a penalty from the due date thereof at the same rate until paid
or until an action therefore is commenced; but the wages shall not continue
for more than 30 days.

12 145. Plaintiffs and some of the Class Members have left their employment with
13 Defendants during the statutory period, at which time Defendants owed them unpaid wages.
14 These earned, but unpaid, wages derive from time spent working through their meal and rest
15 breaks, from time spent outside of their scheduled and paid shifts performing other work-related
16 activities, and overtime compensation that was not accounted for in the performance of off-the-
17 clock work.

18 146. Defendants willfully refused, and continue to refuse, to provide Plaintiffs and the
19 Class with meal and rest period premium pay and with payment for off-the-clock work
20 performed. Defendants are aware that Plaintiffs and the Class regularly miss or have interrupted
21 their meal and rest breaks as a result of Defendants' unlawful policies and practices, but
22 Defendants nevertheless refuse to authorize premium pay for missed or interrupted meal and rest
23 periods. Likewise, as alleged above, although Defendants knew, and continue to know, that
24 Plaintiffs and the Class performed required off-the-clock work, Defendants still refuse to pay
25 Plaintiffs and the Class for the off-the-clock work performed.

26 147. As such, Defendants willfully refused and continue to refuse to pay Plaintiffs and
27
28

1 those members of the Class that left their employment with Defendants all the wages that were
2 due and owing them upon the end of their employment. As a result of Defendants' actions,
3 Plaintiffs and the Class Members suffered and continue to suffer substantial losses, including
4 lost earnings and interest.

5 148. Defendants' willful failure to pay the former employees the wages due and owed
6 to them constitutes a violation of Labor Code §§ 201-202. As a result, Defendants are liable to
7 them for all penalties owing pursuant to Labor Code §§ 201-203.

8 149. In addition, Labor Code § 203 provides that an employee's wages will continue
9 as a penalty up to thirty (30) days from the time the wages were due. Therefore, the former
10 employees are entitled to penalties pursuant to Labor Code § 203, plus interest.

11 150. Wherefore, Plaintiffs and the California Class request relief as hereinafter
12 provided.

13 **NINTH CAUSE OF ACTION**
14 **Untimely Payment of Wages During Employment**
15 **Cal. Lab. Code § 210**
(On Behalf of Plaintiffs and the California Class)

16 151. All previous paragraphs are incorporated as though fully set forth herein.

17 152. At all relevant times herein, California Labor Code § 204, requires and required
18 that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall
19 be paid for between the 16th and 26th day of the month during which the labor was performed,
20 and labor performed between the 16th and the last day, inclusive, of any calendar month, shall
21 be paid for between the 1st and 10th day of the following month."

22 153. At all relevant times herein, Labor Code § 210, subdivision (a) states and stated
23 that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this
24 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
25 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For
26 any initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "(2)
27 For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
28

1 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

2 154. At all relevant times herein, Defendants have had a consistent policy or practice
3 of, failing to pay Plaintiffs and aggrieved employees during their employment on a timely basis
4 as per Labor Code § 204. Thus, pursuant to Labor Code section 210, Plaintiffs and the California
5 Class are entitled to recover civil penalties for Defendants’ violations of Labor Code § 204, in
6 the amount of one hundred dollars (\$100) for each aggrieved employee or former employee for
7 each initial violation per employee, and two hundred dollars (\$200) for each aggrieved employee
8 or former employee for each subsequent violation in connection with each payment that was
9 made in violation of Labor Code § 204.

10 155. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

11
12 **TENTH CAUSE OF ACTION**
13 **Prohibited Forms of Payment**
Cal. Lab. Code § 212, 225.5
(On Behalf of Plaintiffs and the California Class)

14 156. All previous paragraphs are incorporated as though fully set forth herein.

15 157. California Labor Code § 212 prohibits employers from issuing any instruments for
16 the payment of wages unless such instruments are negotiable and payable in cash on demand and
17 without discount, at some established place of business in the state, the name and address of
18 which must appear on the instrument.

19 158. Defendants’ policies, practices and procedures resulted in the violation of the
20 above statutes by failing to comply with California Labor Code § 212.

21 159. As a result of Defendants’ failure to comply with their obligations under
22 California Labor Code § 212, Plaintiffs and the California Class seek civil penalties pursuant to
23 California Labor Code § 225.5.

24 160. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

25
26 **ELEVENTH CAUSE OF ACTION**
27 **Violation of California’s Unfair Business Practices**
Cal. Business & Professions Code §§ 17200, *et seq.*
(On Behalf of Plaintiffs and the California Class)

1 161. All previous paragraphs are incorporated as though fully set forth herein.

2 162. California Business and Professions Code §§ 17200, *et seq.* prohibits unfair
3 competition in the form of any unlawful, unfair, or fraudulent business acts or practices.

4 163. “[U]nfair competition shall mean and include any unlawful, unfair or fraudulent
5 business act or practice.” Cal. Bus. & Prof. Code § 17200.

6 164. “[T]he term person shall mean and include natural persons, corporations, firms,
7 partnerships, joint stock companies, associations and other organizations of persons.” Cal. Bus.
8 & Prof. Code § 17201.

9 165. California Business & Professions Code § 17203 provides that the Court may
10 make such orders or judgements as may be necessary to prevent the use or employment by any
11 person of any practice which constitutes unfair competition.

12 166. As a direct and proximate result of the aforementioned acts and practices,
13 Plaintiffs and the California Class have suffered a loss of money and property, in the form of
14 unpaid wages which are due and payable to them.

15 167. Business and Professions Code § 17206 provides that the Court may restore to
16 any person in interest any money or property which may have been acquired by means of such
17 unfair competition. Plaintiffs and the California Class are entitled to restitution pursuant to
18 Business and Professions Code § 17203 for all wages and payments unlawfully withheld from
19 employees during the four-year period prior to the filing of this Complaint.

20 168. California Business and Professions Code § 17204 allows a person injured by the
21 unfair business acts or practices to prosecute a civil action for violation of the UCL.

22 169. California Labor Code § 90.5(a) states that it is the public policy of California to
23 vigorously enforce minimum labor standards in order to ensure employees are not required to
24 work under substandard and unlawful conditions, and to protect employers who comply with the
25 law from those who attempt to gain competitive advantage at the expense of their workers by
26 failing to comply with minimum labor standards.

27 170. Defendants’ acts and practices described throughout constitute unfair, unlawful,
28

1 and fraudulent business practices and unfair competition, within the meaning of the UCL. These
2 acts and practices have, *inter alia*, taken from Plaintiffs and the Class wages rightfully earned by
3 them, while enabling Defendants to gain an unfair competitive advantage over law-abiding
4 employers and competitors.

5 171. As a direct and proximate result of the aforementioned acts and practices,
6 Plaintiffs and the Class have suffered a loss of money and property, in the form of unpaid wages
7 which are due and payable to them.

8 172. Plaintiffs' success in this action will enforce important rights affecting the public
9 interest and, in that regard, Plaintiffs sue on behalf of themselves and others similarly situated.
10 Plaintiffs and the Class seek and are entitled to unpaid wages, declaratory relief, and all other
11 equitable remedies owing to them. Attorneys' fees are appropriate pursuant to Code of Civil
12 Procedure § 1021.5 and otherwise.

13 173. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

14
15 **TWELFTH CAUSE OF ACTION**
16 **Civil Penalties Under Labor Code § 2699**
(On Behalf of Plaintiffs and the Aggrieved Employees)

17 174. Plaintiffs reallege and incorporate by reference all of the allegations contained in
18 the preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

19 175. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
20 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
21 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies
22 or employees for a violation of the Labor Code may, as an alternative, be recovered through a
23 civil action brought by an aggrieved employee on behalf of himself or herself and other current
24 or former employees pursuant to the procedures specified in Labor Code section 2699.3.

25 176. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the
26 Labor Code except those for which a civil penalty is specifically provided, the established civil
27 penalty for a violation of those provisions is as follows: if, at the time of the alleged violation,

1 the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for
2 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200)
3 for each aggrieved employee per pay period for each subsequent violation.

4 177. Plaintiffs are informed and believe and based thereon allege that Defendants, and
5 each of them, violated the Labor Code sections described herein, including, without limitation
6 sections 200, 201, 202, 203, 204, 210, 212, 221-225.5, 226, 226.3, 246, 226.7, 432, 510, 512,
7 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, the California Code of
8 Regulations, Title 8, section 11090, and the IWC Wage Orders for the failure to: pay overtime
9 wages and minimum wages; provide meal and rest periods or compensation in lieu thereof;
10 provide accurate, itemized wage statements; pay timely wages during employment and after
11 employment separation; provide employees the opportunity to inspect employment records;
12 provide reimbursement for necessary business expenses; and provide notice entitling Plaintiffs
13 and other aggrieved employees to civil penalties for each of these Labor Code violations in the
14 amounts set forth in Labor Code section 2699, subdivision (f).

15 178. Moreover, Plaintiffs and other aggrieved current and former employees within
16 the State of California whom they seeks to represent are entitled to an award of reasonable
17 attorneys' fees and costs in connection with their herein-described claims for civil penalties.

18 **THIRTEENTH CAUSE OF ACTION**
19 **Violation of the FLSA: Failure to Properly Pay Delivery Associates**
20 **(On Behalf of All Plaintiffs and the FLSA Collective)**

21 179. All previous paragraphs are incorporated as though fully set forth herein.

22 180. The FLSA requires that covered employees be compensated for all hours worked
23 in excess of forty (40) hours per week at a rate not less than one and one-half (1½) times the regular
24 rate at which he is employed. *See* 29 U.S.C. § 207(a)(1).

25 181. Defendants are subject to the wage requirements of the FLSA because Defendants
26 are each an “employer” under 29 U.S.C. § 203(d).

27 182. The FLSA recognizes that more than one entity can be responsible for wage
28 violations as an employer. Indeed, the FLSA’s very broad definition of “employ”—which includes

1 to “suffer or permit to work”—was designed to reach businesses, such as Amazon, that contract
2 with companies such as the DSP Defendants, who directly paid Delivery Associates.

3 183. The FLSA defines an employee as “any individual employed by an employer”, and
4 employer to include “any person acting directly or indirectly in the interest of an employer in
5 relation to an employee”, and the term employ to include “to suffer or permit to work.” 29 U.S.C.
6 §§ 203(e)(1), 203(d), 203(g).

7 184. In 1945, the Supreme Court noted that “the term ‘employee’” in the FLSA has ““the
8 broadest definition . . . ever . . . included in any one act.”” *United States v. Rosenwasser*, 323 U.S.
9 360, 363 n.3 (1945) (quoting 81 Cong. Rec. 7657 (1937) (statement of Sen. Hugo Black)).

10 185. The FLSA must be construed liberally because broad coverage is essential to
11 accomplish its goals. One goal is to root out wage and hour violations by holding “businesses [that]
12 allow work to be done on their behalf” and have the power “*to prevent wage and hour abuses*
13 *responsible, regardless of indirect business relationships or business formalities.*” *See New York*
14 *v. Scalia*, No. 1:20-cv-1689-GHW, 2020 WL 5370871, *20 (S.D.N.Y. Sept. 8, 2020) (quoting Katie
15 L. Griffith, *The Fair Labor Standards Act at 80: Everything Old Is New Again*, 104 Cornell L.
16 Rev. 557, 571 (2019)) (emphasis added).

17 186. At all relevant times, Defendants were each an “employer” engaged in interstate
18 commerce and/or in the production of goods for commerce within the meaning of the FLSA, 29
19 U.S.C. § 203.

20 187. During all relevant times, Plaintiffs and the FLSA Collective Members were
21 covered employees entitled to the above-described FLSA protections. *See* 29 U.S.C. § 203(e).

22 188. Plaintiffs and the FLSA Collective are not exempt from the requirements of the
23 FLSA.

24 189. Plaintiffs and the FLSA Collective are entitled to be paid overtime compensation
25 for all hours worked over forty (40) in a workweek pursuant to 29 U.S.C. § 207(a)(1) and 29 C.F.R.
26 § 778.112.

27 190. Defendants’ compensation scheme applicable to Plaintiffs and the FLSA Collective
28

1 failed to comply with either 29 U.S.C. § 207(a)(1) or 29 C.F.R. § 778.112.

2 191. Defendants knowingly failed to properly compensate Plaintiffs and the FLSA
3 Collective for all hours worked when they worked in excess of forty (40) hours per week and failed
4 to pay proper overtime premiums at a rate of one and one-half (1½) times their regular hourly
5 wage, in violation of 29 U.S.C. § 207(a)(1) and 29 C.F.R. § 778.112.

6 192. Each DSP Defendant knowingly failed to properly compensate the members of the
7 FLSA Collective, including Plaintiffs, that the DSP Defendants paid, specifically failing to
8 properly compensate them for all hours worked when they worked in excess of forty (40) hours
9 per week and failing to pay proper overtime premiums at a rate of one and one-half (1½) times
10 their regular hourly wage, in violation of 29 U.S.C. § 207(a)(1) and 29 C.F.R. § 778.112.

11 193. Amazon also failed to make, keep, and preserve records with respect to Plaintiffs
12 and the FLSA Collective sufficient to determine their wages, hours, and other conditions of
13 employment in violation of the FLSA. 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1),
14 516.2(c).

15 194. Each DSP Defendant also failed to make, keep, and preserve records with respect
16 to the members of the FLSA Collective, including Plaintiffs, who the DSP Defendants paid,
17 specifically failing to make, keep, and preserve records sufficient to determine their wages, hours,
18 and other conditions of employment in violation of the FLSA. 29 U.S.C. § 211(c); 29 C.F.R. §§
19 516.5(a), 516.6(a)(1), 516.2(c).

20 195. In violating the FLSA, Defendants acted willfully and with reckless disregard of
21 clearly applicable FLSA provisions.

22 196. Pursuant to 29 U.S.C. § 216(b), employers such as Defendants, who intentionally
23 fail to pay an employee wages in conformance with the FLSA shall be liable to the employee for
24 unpaid wages, liquidated damages, court costs, and attorneys' fees incurred in recovering the
25 unpaid wages.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs seek the following relief individually, and on behalf all others
28

1 similarly situated:

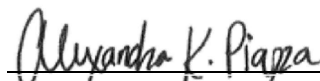
- 2 a. An order certifying this case as a class action;
- 3 b. An Order appointing Plaintiffs as class representatives and appointing Plaintiffs'
4 counsel as class counsel;
- 5 c. An Order permitting this litigation to proceed as an FLSA collective action
6 pursuant to 29 U.S.C. § 216(b), and for prompt notice of this litigation to all
7 potential FLSA Collective members;
- 8 d. Damages for all wages earned and owed, including minimum and overtime wages
9 under Labor Code sections 510, 1194, 1197 and 1198;
- 10 e. Liquidated damages to the fullest extent permitted by law;
- 11 f. Damages for unpaid premium wages from missed meal and rest periods under,
12 among other Labor Code sections, 512 and 226.7;
- 13 g. Penalties for inaccurate wage statements under Labor Code section 226,
14 subdivision (e);
- 15 h. Damages for unpaid penalty wages under Labor Code section 203;
- 16 i. Waiting time penalties under Labor Code section 203;
- 17 j. Reimbursement for costs incurred in furtherance of work duties under Labor Code
18 sections 2800 and 2802;
- 19 k. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
20 210, 226.3, 558, 1197.1, and 2699;
- 21 l. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 22 m. Any general, special, actual, consequential, and/or incidental losses and damages,
23 to the extent permitted by law;
- 24 n. For injunctive relief to ensure compliance with the California Labor Code;
- 25 o. For attorneys' fees in prosecuting this action;
- 26 p. For costs of suit incurred herein; and
- 27 q. For such other and further relief as the Court deems just and proper.

1 **JURY DEMAND**

2 Plaintiffs hereby demand a jury trial on all claims and issues for which Plaintiffs and the
3 Classes are entitled to a jury.

4 Dated: March 29, 2024

Respectfully submitted,

5 

6 Alexandra K. Piazza (SBA 341678)

7 **BERGER MONTAGUE PC**

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La Mesa, CA 91942

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11 Michaela Wallin, *pro hac vice forthcoming*

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16 *forthcoming*

17 Krysten Connon, *pro hac vice forthcoming*

18 **LICHTEN & LISS-RIORDAN, P.C.**

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19 Tel.: (617) 994-5800

20 Fax: (617) 994-5801

ssb@llrlaw.com

21 kconnon@llrlaw.com

22 Ryan Allen Hancock, *pro hac vice forthcoming*

23 **WILLIG, WILLIAMS & DAVIDSON**

1845 Walnut Street, 24th Floor

Philadelphia, PA 19103

24 Tel.: (215) 656-3600

25 Fax: (215) 567-2310

rhancock@wwdlaw.com

26 *Attorneys for Plaintiffs and the Proposed*
27 *California Class, Aggrieved Employees,*
28 *and FLSA Collective*

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Alexandra K. Piazza (SBA 341678)

Berger Montague PC

8241 1/2 La Mesa Blvd, La Mesa, CA 91942

TELEPHONE NO.: (619) 489-0300

FAX NO.: (215) 875-4606

EMAIL ADDRESS: apiazza@bm.net

ATTORNEY FOR (Name): Plaintiffs Randy Curran, Cierra Woolen, Luisa Mazon, Roberto Ramirez, Linda Fang & Alexis Bell

FOR COURT USE ONLY

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 3/29/2024 12:16 PM
By: J. Duran, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF YOLO

STREET ADDRESS: 1000 Main Street

MAILING ADDRESS:

CITY AND ZIP CODE: Woodland, CA 95695

BRANCH NAME:

CASE NAME:

Curran, et al. v. Advanced Carrier Services, LLC, et al.

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$35,000) ☐ **Limited** (Amount demanded is \$35,000 or less)

Complex Case Designation☐ Counter ☐ Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CV2024-0847

JUDGE:

DEPT.:

*Items 1–6 below must be completed (see instructions on page 2).*1. Check **one** box below for the case type that best describes this case:**Auto Tort**☐ Auto (22)☐ Uninsured motorist (46)**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**☐ Asbestos (04)☐ Product liability (24)☐ Medical malpractice (45)☐ Other PI/PD/WD (23)**Non-PI/PD/WD (Other) Tort**☐ Business tort/unfair business practice (07)☐ Civil rights (08)☐ Defamation (13)☐ Fraud (16)☐ Intellectual property (19)☐ Professional negligence (25)☐ Other non-PI/PD/WD tort (35)**Employment**☐ Wrongful termination (36)☒ Other employment (15)**Contract**☐ Breach of contract/warranty (06)☐ Rule 3.740 collections (09)☐ Other collections (09)☐ Insurance coverage (18)☐ Other contract (37)**Real Property**☐ Eminent domain/Inverse condemnation (14)☐ Wrongful eviction (33)☐ Other real property (26)**Unlawful Detainer**☐ Commercial (31)☐ Residential (32)☐ Drugs (38)**Judicial Review**☐ Asset forfeiture (05)☐ Petition re: arbitration award (11)☐ Writ of mandate (02)☐ Other judicial review (39)**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)**☐ Antitrust/Trade regulation (03)☐ Construction defect (10)☐ Mass tort (40)☐ Securities litigation (28)☐ Environmental/Toxic tort (30)☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)**Enforcement of Judgment**☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**☐ RICO (27)☐ Other complaint (not specified above) (42)**Miscellaneous Civil Petition**☐ Partnership and corporate governance (21)☐ Other petition (not specified above) (43)2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:a. ☒ Large number of separately represented partiesb. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolvec. ☐ Substantial amount of documentary evidenced. ☒ Large number of witnessese. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal courtf. ☐ Substantial postjudgment judicial supervision3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Thirteen (13) violations of Cal. Lab. Laws, PAGA penalties, and FLSA

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 03/29/2024

Alexandra K. Piazza

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 3/29/2024 12:16 PM
By: J. Duran, Deputy

EXHIBIT A

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

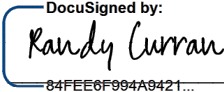
1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§201, et seq. ("FLSA") arising out of my work with Amazon.com, LLC, Amazon Logistics, Inc., Advanced Carrier Services, LLC and/or related entities and individuals ("Amazon/Advanced").

2. I worked for Amazon/Advanced from on or about 4-17-19 (month, year) to on or about 5/19/2019 (month, year). During this time, I worked for Amazon/Advanced in the following state(s): California.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103, and Willig, Williams & Davidson, at 1845 Walnut Street, Suite 2400, Philadelphia, PA 19103 (together "Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Amazon/Advanced.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature: 
Date: 5/28/2019
Name: Randy Curran
Address: 
Telephone: 
E-mail: 

COMPLETE AND RETURN TO:
BERGER MONTAGUE PC
ATTN: Alex Grayson
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel: (215) 875-4687
Fax: (215) 875-4604
Email: agrayson@bm.net

EXHIBIT B

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

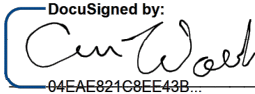
1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§201, et seq. ("FLSA") arising out of my work with Amazon.com, LLC, Amazon Logistics, Inc., B-Z CONVEYANCE, LLC and/or related entities and individuals ("Amazon/B-Z").

2. I worked for Amazon/B-Z from on or about January 2020 (month, year) to on or about February 2020 (month, year). During this time, I worked for Amazon/B-Z in the following state(s): California.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103, and Willig, Williams & Davidson, at 1845 Walnut Street, Suite 2400, Philadelphia, Pennsylvania 19103 (together "Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Amazon/B-Z.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature:  04EAE821G8EE43B...

Date: 5/26/2020

Name: Cierra Woolen

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

COMPLETE AND RETURN TO:
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Philadelphia, PA 19103
Tel: (215) 875-4687
Fax: (215) 875-4604
Email: agrayson@bm.net

EXHIBIT C

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

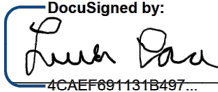
1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§201, et seq. ("FLSA") arising out of my work with Amazon.com, LLC, Amazon Logistics, Inc., Delivery Response On Time Parcel, LLC and/or related entities and individuals ("Amazon/DROP").

2. I worked for Amazon/DROP from on or about 6, 2019 (month, year) to on or about 6, 2020 (month, year). During this time, I worked for Amazon/DROP in the following state(s): California.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103, and Willig, Williams & Davidson, at 1845 Walnut Street, Suite 2400, Philadelphia, Pennsylvania 19103 (together "Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Amazon/DROP.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature:  4CAEF691131B497...

Date: 6/15/2020

Name: Luisa Lara

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

COMPLETE AND RETURN TO:
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Philadelphia, PA 19103
Tel: (215) 875-4687
Fax: (215) 875-4604
Email: agrayson@bm.net

EXHIBIT D

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

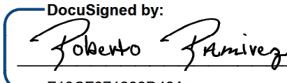
1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§201, et seq. ("FLSA") arising out of my work with Amazon.com, LLC, Amazon Logistics, Inc., Delivery Response On Time Parcel, LLC and/or related entities and individuals ("Amazon/DROP").

2. I worked for Amazon/DROP from on or about March 2019 (month, year) to on or about February 2020 (month, year). During this time, I worked for Amazon/DROP in the following state(s): California.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103, and Willig, Williams & Davidson, at 1845 Walnut Street, Suite 2400, Philadelphia, Pennsylvania 19103 (together "Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Amazon/DROP.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature:  F19CF271282D43A...

Date: 5/6/2020

Name: Roberto Ramirez

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

COMPLETE AND RETURN TO:
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ATTN: Alex Grayson
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Tel: (215) 875-4687
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Email: agrayson@bm.net

EXHIBIT E

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

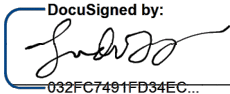
1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§201, et seq. ("FLSA") arising out of my work with Amazon.com, LLC, Amazon Logistics, Inc., Delivery Response On Time Parcel, LLC and/or related entities and individuals ("Amazon/DROP").

2. I worked for Amazon/DROP from on or about 07/2019 (month, year) to on or about 03/2020 (month, year). During this time, I worked for Amazon/DROP in the following state(s): Ca.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103, and Willig, Williams & Davidson, at 1845 Walnut Street, Suite 2400, Philadelphia, Pennsylvania 19103 (together "Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Amazon/DROP.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature:  032FC7491FD34EC...

Date: 5/16/2020

Name: Linda Fang

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

COMPLETE AND RETURN TO:
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Philadelphia, PA 19103
Tel: (215) 875-4687
Fax: (215) 875-4604
Email: agrayson@bm.net

EXHIBIT F

CONSENT TO JOIN AND AUTHORIZATION TO REPRESENT

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

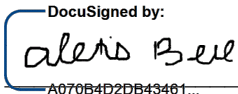
1. I consent and agree to pursue my claims under the Fair Labor Standards Act, 29 U.S.C. §§201, et seq. ("FLSA") arising out of my work with Amazon.com, LLC, Amazon Logistics, Inc., ONDOT LLC, and/or related entities and individuals ("Amazon/ONDOT").

2. I worked for Amazon/ONDOT from on or about December 2018 (month, year) to on or about still employed (month, year). During this time, I worked for Amazon/ONDOT in the following state(s): California.

3. I understand that this lawsuit is brought under the FLSA. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Court or any settlement of this action.

4. I hereby designate Berger Montague PC, at 1818 Market Street, Suite 3600, Philadelphia, Pennsylvania 19103, and Willig, Williams & Davidson, at 1845 Walnut Street, Suite 2400, Philadelphia, PA 19103 (together "Plaintiff's Counsel"), to represent me for all purposes in this action or any subsequent action against Amazon/ONDOT.

5. I also designate the named Plaintiff in this action, the collective action representative, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiff's Counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Signature:  A070B4D2DB43461...

Date: 10/14/2019

Name: Alexis Bell

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

COMPLETE AND RETURN TO:
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