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Assigned for All Purposes
Judge Melissa R. McCormick
Dept. CX104

Attorneys for Plaintiff VAN HOANG

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

VAN HOANG, an individual and on behalf of
all others similarly situated;

Plaintiff,

vs.

AMAZON.COM SERVICES LLC, a Delaware
limited liability company; and DOES 1 through
50,

Defendants.

Case No.: 30-2024-01396763-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
et seq.)**

Plaintiff VAN HOANG (“Plaintiff”), on behalf of himself as an aggrieved employee, the
State of California, and other aggrieved employees, hereby brings this Representative Action
Complaint (“Complaint”) against Defendants AMAZON.COM SERVICES LLC, a Delaware
limited liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and
belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this Complaint for recovery of civil penalties under the California
Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), for Defendants’
violations of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order 7-2001
(“Wage Order 7”), including Labor Code §§ 201, 202, 203, 204, 210, 226, 246, 256. This Court has

jurisdiction over Defendants' violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Orange County, and some of the acts and omissions complained of herein occurred in Orange County. Furthermore, Plaintiff was employed by Defendants within Orange County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Labor Code §§ 201, 202, 203, 204, 210, 226, 246, 256, and Wage Order 7.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in and continue to engage in business, and employed Plaintiff and other, similarly-situated non-exempt employees within Orange County, and the State of California and, therefore, were (and are) doing business in Orange County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore,

1 Defendants, and each of them, were the agents, servants, and employees of each of the other
2 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
3 within the course and scope of said agency and employment.

4 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
6 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
7 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
8 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
9 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

10 8. At all times herein mentioned, Defendants, and each of them, were members of, and
11 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
12 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

13 9. At all times herein mentioned, the acts and omissions of various Defendants, and
14 each of them, concurred and contributed to the various acts and omissions of each and all of the
15 other Defendants in proximately causing the injuries and damages as herein alleged.

16 **FACTUAL ALLEGATIONS**

17 10. Defendants own and operate e-commerce distribution centers in California.
18 Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately 2021
19 to March 29, 2023 at Defendants' distribution center in Huntington Beach, California.

20 11. Labor Code § 246 mandates employers to comply with various requirements with
21 respect to the provision of paid sick leave to employees. During the relevant time period,
22 Defendants improperly calculated the sick leave rate of pay, which Defendants call "Personal
23 Time," owed to Plaintiff and other aggrieved employees by failing to incorporate multiple rates of
24 pay and/or all non-discretionary remuneration, including shift differentials, into the sick leave pay
25 rate calculation.

26 12. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
27 wages earned and unpaid at the time of discharge are due and payable immediately, and if an
28 employee quits his or her employment, his or her wages shall become due and payable not later than

1 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
2 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
3 quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved
4 employees all wages due to them within any time period specified by Labor Code §§ 201 and 202,
5 including earned and unpaid paid sick leave wages.

6 13. Labor Code § 204 requires that all wages earned by any person in any employment
7 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due
8 upon termination of an employee, are due and payable between the 16th and the 26th day of the
9 month during which the labor was performed, and that all wages earned by any person in any
10 employment between the 16th and the last day, inclusive, of any calendar month, other than those
11 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
12 of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of
13 the normal work period shall be paid no later than the payday for the next regular payroll period.
14 During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees
15 all wages due to them within any time period specified by Labor Code § 204, including earned and
16 unpaid paid sick leave wages as discussed above.

17 14. Labor Code § 226 requires employers to make, keep and provide complete and
18 accurate itemized wage statements to their employees. During the relevant time period, Defendants
19 did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage
20 statements. The wage statements they received from Defendants were in violation of Labor Code §
21 226(a). The violations include, but are not limited to, failure to state the correct gross and net wages
22 earned for all time worked and failure to state all applicable hourly rates in effect during the pay
23 period and the corresponding number of hours worked at each hourly rate by the employee.

24 15. Labor Code § 1174 requires an employer to keep, at a central location in the state or
25 at the plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants or establishments. These
28 records shall be kept with rules established for this purpose by the commission, but in any case shall

1 be kept on file for not less than two years. During the relevant time period, Defendants failed to
2 keep accurate and complete payroll records showing the actual hours worked daily and the wages
3 earned by Plaintiff and other aggrieved employees, including earned and unpaid paid sick leave
4 wages as discussed above.

5 16. On or about February 9, 2024, Plaintiff notified Defendants via certified mail, and
6 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
7 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
8 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
9 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
10 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
11 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
12 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
13 with respect to these violations.

14 **FIRST CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(Against All Defendants)**

17 17. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
18 fully set forth herein.

19 18. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
20 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
21 Employees”), brings this representative action against Defendants to recover the civil penalties due
22 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
23 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
24 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
25 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
26 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
27 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
28 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §

1 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
2 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
3 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
4 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
5 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
6 Code for which no civil penalty is specifically provided, based on the following Labor Code
7 violations:

8 a. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
9 statements in violation of Labor Code § 226;

10 b. Failing to timely pay all final wages and compensation earned by Aggrieved
11 Employees at the time of separation in violation of Labor Code §§ 201-202;

12 c. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
13 Code § 246;

14 d. Failing to pay Aggrieved Employees all earned wages at least twice during each
15 calendar month in violation of Labor Code § 204; and

16 e. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
17 of Labor Code §§ 1174 and 1198.

18 19. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
19 under California Labor Code § 2699(g).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
22 this suit is brought against Defendants, as follows:

23 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
24 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
25 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
26 pay each employee and \$200 for each subsequent violation or willful or intentional violation
27 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
28 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent

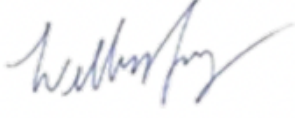
1 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
2 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
3 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
4 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
5 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
6 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for which
8 no civil penalty is specifically provided;

9 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
10 2699(g) and Code of Civil Procedure § 1021.5; and

11 3. For such other and further relief, the Court may deem just and proper.
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13 DATED: April 29, 2024

JUSTICE FOR WORKERS, P.C.

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15 By: 

16 William C. Sung

17 Tiffany L. Luu

18 Attorneys for Plaintiff VAN HOANG
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