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Superior Court of California
County of San Bernardino
Victorville District
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Attorneys for Plaintiff JESSICA CLARK

on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CIVVS2401967

JESSICA CLARK, on behalf of the general
public as private attorney general,

Plaintiff,

v.

AMAZON.COM SERVICES, LLC, a Delaware
Limited Liability Company and DOES 1-50,
inclusive,

Defendant.

Case No.

ASSIGNED FOR ALL PURPOSES TO:

JUDGE:

DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq*).**

COMES NOW Plaintiff JESSICA CLARK (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant AMAZON.COM SERVICES, LLC, a Delaware Limited Liability Company and DOES 1-50, inclusive (“Defendant”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide accurate itemized wage statements, and (e) failure to timely pay wages during employment. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of

1 Civil Procedure section 395. Defendant is doing business throughout California, including but not
2 limited to this County, and each Defendant is within the jurisdiction of this Court for service of
3 process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
4 aggrieved employees within the State of California. Defendant employs numerous aggrieved
5 employees in in the State of California.

6 6. On information and belief, Defendant has conducted business within the State of
7 California during the purported liability period and continue to conduct business throughout the
8 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
9 similarly situated aggrieved employees within California.

10 7. The California Superior Court also has jurisdiction in this matter because on
11 information and belief there are no federal questions at issue, as the issues herein are based solely
12 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
13 California Code of Civil Procedure, the California Civil Code, and the California Business and
14 Professions Code.

15 8. On information and belief, during the statutory liability period and continuing to
16 the present ("liability period"), Defendant consistently maintained and enforced against
17 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
18 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
19 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide
20 accurate itemized wage statements, and (e) failure to timely pay wages during employment.

21 9. On information and belief, during the statutory liability period and continuing to
22 the present, Defendant has had a consistent policy of failing to pay wages including overtime
23 wages for hours worked while subject to the control of Defendant.

24 10. On information and belief, during the statutory liability period and continuing to
25 the present, Defendant has failed to provide meal periods to Plaintiff and aggrieved employees.
26 Defendant has also failed to provide meal premiums for missed meal periods.

27 11. On information and belief, during the statutory liability period and continuing to
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1 the present, Defendant has failed to provide rest periods to Plaintiff and aggrieved employees.
2 Defendant has also failed to provide rest premiums for missed rest periods.

3 12. On information and belief, during the statutory liability period and continuing to
4 the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized
5 wage statements.

6 13. On information and belief, during the statutory liability period and continuing to
7 the present, Defendant has failed to provide Plaintiff and aggrieved employees timely payment of
8 all wages owed to them during their employment.

9 14. Plaintiff on behalf of the general public as private attorney general and all other
10 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
11 enumerated under 2699.5 as follows: sections 201-204, 226, 510, 512, 558, 226.3, 1174, 1174.5,
12 1175, 1194, 1197, 1197.1, 1198, and seeking penalties, interest, attorneys' fees and costs.

13 **III. PARTIES**

14 **A. Plaintiff**

15 15. Plaintiff, JESSICA CLARK, was at all times relevant to this action, a resident of
16 California. Plaintiff was employed by Defendant in February of 2020 as a Non-Exempt Employee
17 for Defendant with the title of Tier 1 Associate until her separation from Defendant's employ in
18 February of 2024.

19 16. As Defendant's employee, Plaintiff, and all other aggrieved employees were
20 regularly required to and subsequently suffered:

- 21 a) to perform work subject to the control of the employer without being compensated all
22 wages including overtime, all in violation of California labor laws, regulations, and the
23 Industrial Welfare Commission Wage Order ("IWC");
 - 24 b) not provided meal period premium wages;
 - 25 c) not provided break period premium wages;
 - 26 d) not provided accurate itemized wage statements; and
 - 27 e) not paid timely during employment.
- 28

17. On information and belief, Defendant willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendant returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendant

18. AMAZON.COM SERVICES, LLC is a Delaware Limited Liability Company that operates as online marketplace business. Defendant operates internationally. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

19. Other than identified herein, Plaintiff are unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant is legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

20. Plaintiff are informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff are informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendant.

IV. GENERAL ALLEGATIONS

21. At all times set forth herein, Defendant employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

1 22. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
2 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
3 rules and regulations of the IWC California Wage Orders.

4 23. Defendant continues to employ Non-Exempt Employees, however titled, in
5 California and implement a uniform set of policies and practices to all non-exempt employees, as
6 they were all engaged in the generic job duties related to Defendant's online marketplace business.

7 24. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was
8 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
9 the requirements of California's wage and employment laws.

10 25. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
11 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
12 week.

13 26. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
14 Employees based upon an hourly rate.

15 27. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
16 Employees typically worked five (5) days a week.

17 28. Plaintiff is informed and believes that the Aggrieved Employees were required to
18 keep similar schedules.

19 29. During the liability period, Defendant failed to compensate Plaintiff and Aggrieved
20 Employees for all hours worked, resulting in underpayment of minimum and overtime wages. For
21 instance, Plaintiff was paid a "Shift Pay" for working the overnight shift. This pay was not blended
22 into her regular rate for purposes of paying her meal and rest period premiums at the correct rate.

23 30. Defendant failed to compensate Plaintiff, and on information and belief, failed to
24 compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by
25 California law when meal periods were not timely or lawfully provided in a compliant manner.

26 31. Plaintiff are informed and believe, and thereon alleges, that Defendant know,
27 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
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1 entitled to receive premium wages based on their regular rate of pay under California Labor Code
2 § 226.7 but were not receiving such compensation.

3 32. Defendant did not compensate Plaintiff, and on information and belief, did not pay
4 Aggrieved Employees one additional hour of pay at their regular rate as required by California
5 law, including California Labor Code § 226.7 and the applicable IWC wage order, for each day on
6 which lawful rest periods were not authorized and permitted.

7 33. Upon information and belief, Defendant knew and or should have known that it is
8 improper to implement policies and commit unlawful acts such as:

9 (a) requiring employees to work four (4) hours or a major fraction thereof without
10 being provided a minimum ten (10) minute rest period and without compensating the employees
11 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
12 rest period was not provided;

13 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
14 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
15 and without compensating employees with one (1) hour of pay at the regular rate of compensation
16 for each workday that such a meal period was not provided;

17 (c) failing to pay overtime and minimum wages;

18 (d) failing to pay wages timely during employment; and

19 (e) failing to provide accurate wage statements
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21 34. In addition to the violations above, and on information and belief, Defendant knew
22 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
23 herein, and that Defendant had the financial ability to pay such compensation, but willfully,
24 knowingly, recklessly, and/or intentionally failed to do so.

25 35. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
26 Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare
27 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
28 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

1 **V. REPRESENTATIVE CLAIMS**

2 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

3 36. Plaintiff incorporates by reference and re-alleges each and every allegation
4 contained above, as though fully set forth herein.

5 37. PAGA is a mechanism by which the State of California can enforce state labor laws
6 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
7 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
8 law enforcement action designed to protect the public and not to benefit private parties. The
9 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
10 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
11 Legislature specified that "it was...in the public interest to allow aggrieved employees, acting as
12 private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch.
13 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

14 38. Plaintiff brings this Representative Action on behalf of the State of California with
15 respect to himself and all other individuals who are or previously were employed by Defendant as
16 non-exempt California employees during the applicable statutory period (the "aggrieved
17 employees").

18 39. On September 25, 2024 Plaintiff complied with notice requirements pursuant to
19 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
20 **A**, indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
21 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
22 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
23 representative capacity. The substance and violations set forth in this Complaint of which the
24 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
25 Action Complaint to the LWDA.

26 40. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
27 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
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1 Employees of Defendant.

2 41. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
3 which Defendant is liable due to numerous Labor Code violations as set forth in this Complaint,
4 including without limitation Labor Code section 201-204, 226, 226.3, 226(b), 510, 512, 558, 1174,
5 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5 2802, and 2698 *et seq.*, applicable IWC Wage
6 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

7 42. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay
8 overtime wages owed. Therefore, Defendant violated section 510, and 1194 by not compensating
9 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
10 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
11 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
12 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
13 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
14 (8) hours in a day on the seventh day of work in a particular work week.

15 43. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
16 period of more than five (5) hours without providing a meal break of not less than thirty (30)
17 minutes in which the employee is relieved of all of his or her duties. Also pursuant to California
18 law and the relevant IWC Wage Order(s), no employer shall require an employee to work more
19 than ten hours without being provided a second meal period, which can be waived by mutual
20 consent up until the twelfth hour.

21 44. For the Liability Period, Defendant failed to provide Plaintiff and the Aggrieved
22 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes.

23 45. For the Liability Period, Defendant failed to provide Plaintiff and the Aggrieved
24 Employees proper second meal periods for shifts in excess of ten hours.

25 46. Pursuant to the IWC wage orders applicable to Plaintiff and the Aggrieved
26 Employees, "Every employer shall authorize and permit all employees to take rest periods, which
27 insofar as practicable shall be in the middle of each work period.... [The] authorized rest period
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time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages.” Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC. Defendant were required to authorize and permit employees such as Plaintiff and the Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

47. Despite said requirements applicable to Plaintiff and the Aggrieved Employees, Defendant failed and refused to authorize and permit Plaintiff and the Aggrieved Employees to take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof. Plaintiff regularly worked shifts without properly authorized rest periods. Defendant did not pay Plaintiff an hour of wages for each day that a rest period violation occurred. On information and belief, the Aggrieved Employees endured similar violations as a result of Defendant’s rest period policies and practices.

48. By their failure to provide rest periods for every four (4) hours or major fraction thereof worked by Plaintiff and the Aggrieved Employees, Defendant violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

49. Plaintiff and the Aggrieved Employees were also injured because the wage statements Defendant provided to them failed to accurately state the hours worked and also to state that the Aggrieved Employees were being paid one hour of pay at their regular rate for days in which they were not provided with each of their authorized meal and rest periods. Defendant has made it impossible to properly calculate important information from the wage statements that were provided to Plaintiff and the Aggrieved Employees throughout the liability period.

50. On information and belief, Defendant willfully failed to pay all wages due and owing upon separation from employment. These wages include minimum and overtime wages.

51. On information and belief, Defendant willfully failed to pay all wages due and

owing during employment. These wages include minimum and overtime wages.

52. On information and belief, Defendant failed to provide accurate itemized wage statements which failed to include all hours worked, including overtime, due and owing to Plaintiff and the aggrieved employees pursuant to Labor Code section 226(a).

53. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

54. Additionally, Defendant has no accurate records relating to aggrieved employees' work periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

55. As a result of Defendant's unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

56. Labor Code §204 (a) states in pertinent part "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Despite, this Defendant failed to timely pay all wages owed timely during employment.

57. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

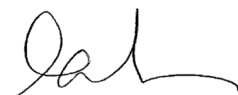
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WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: December 3, 2024

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff JESSICA CLARK on
behalf of the general public as private
attorney general

EXHIBIT A

JAMES JH HAWKINS
A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

September 25, 2024

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

AMAZON.COM SERVICES, LLC, a Delaware Limited Liability Company
Agent for Service of Process:
1505 Corporation
CSC - LAWYERS INCORPORATING SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 1738 0508 69

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

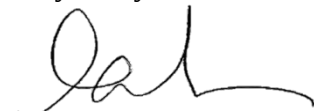
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff JESSICA CLARK individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, AMAZON.COM SERVICES, LLC, a Delaware Limited Liability Company through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Bernardino County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint