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AMAZON.COM SERVICES LLC, f.k.a.
11 AMAZON.COM SERVICES, INC.

12 UNITED STATES DISTRICT COURT
13 SOUTHERN DISTRICT OF CALIFORNIA

14 BRIANA GALLARDO, Individually
15 and on behalf of all employees similarly
16 situated,

17 Plaintiffs,

18 v.

19 AMAZON.COM SERVICES LLC, A
Delaware Limited Liability Company
20 f.k.a. AMAZON.COM SERVICES,
INC.; and DOES 1 through 25,
21 inclusive,

22 Defendants.

CASE NO. **'22CV297 LAB AHG**

**DEFENDANT AMAZON.COM
SERVICES LLC'S NOTICE OF
REMOVAL OF CLASS ACTION**

(San Diego County Superior Court Case
No. 37-2022-00001593-CU-OE-CTL)

Action Filed: January 13, 2022
Trial Date: None Set

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1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE**
2 **SOUTHERN DISTRICT OF CALIFORNIA AND TO PLAINTIFF AND HER**
3 **COUNSEL OF RECORD:**

4 **PLEASE TAKE NOTICE THAT**, pursuant to the Class Action Fairness Act of
5 2005, 28 U.S.C. §§ 1332(d), 1453, 1711, Defendant Amazon.com Services LLC hereby
6 removes to the United States District Court for the Southern District of California the
7 above-captioned state court action, originally filed as Case No. 37-2002-00001593-CU-
8 OE-CTL in San Diego County Superior Court, State of California. Removal is proper
9 on the following grounds:

10 **I. TIMELINESS OF REMOVAL**

11 1. Plaintiff Briana Gallardo (“Plaintiff”) filed a putative Class Action
12 Complaint against Amazon.com Services LLC (“Amazon”) in San Diego County
13 Superior Court, State of California, Case No. 37-2002-00001593-CU-OE-CTL on
14 January 13, 2022. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the (a)
15 Summons, (b) Class Action Complaint, (c) Civil Case Cover Sheet, (d) Notice of Case
16 Assignment and Case Management Conference (Civil), (e) Alternative Dispute
17 Resolution (ADR) Information, (f) Stipulation to Use Alternative Dispute Resolution
18 (ADR), (g) Notice of Service of Process Transmittal on Amazon.com Services LLC, and
19 (h) Proof of Service Summons are attached as Exhibits A–H to the Declaration of
20 Michele L. Maryott (“Maryott Decl.”) filed concurrently with this notice.

21 2. Plaintiff served Amazon.com Services LLC by process server on
22 February 2, 2022. *See* Maryott Decl. ¶¶ 8–9, Exs. G–H. Consequently, service was
23 completed on February 2, 2022. This notice of removal is timely because it is filed
24 within 30 days after service was completed. 28 U.S.C. § 1446(b); *Anderson v. State*
25 *Farm Mut. Auto. Ins. Co.*, 917 F.3d 1126, 1128 n.2 (9th Cir. 2019) (“Thirty days from
26 February 13, 2015, was Sunday March 15, 2015, so the notice of removal would have
27 been timely filed on Monday, March 16, 2015.” (citing Fed. R. Civ. P. 6(a)(1)(C))).
28

1 **II. SUMMARY OF ALLEGATIONS AND GROUNDS FOR REMOVAL**

2 3. Removal is proper under 28 U.S.C. §§ 1441 and 1453 because this Court
3 has subject matter jurisdiction over this action and all claims asserted against Amazon
4 pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d).

5 4. CAFA applies “to any class action before or after the entry of a class
6 certification order by the court with respect to that action.” 28 U.S.C. § 1332(d)(8). This
7 case is a putative “class action” under CAFA because it was brought under a state statute
8 or rule, namely California Code of Civil Procedure § 382, authorizing an action to be
9 brought by one or more representative persons as a class action. *See* 28 U.S.C.
10 § 1332(d)(1)(B); *see also* Maryott Decl. Ex. B, Compl. ¶ 34.

11 5. Plaintiff asks that “this action be certified as a class action.” Maryott Decl.
12 Ex. B, Compl., Prayer for Relief. She seeks to represent “[a]ll ‘Area Managers’ or
13 similarly titled employees of [Amazon] located in California” and “[a]ll employees of
14 [Amazon] located in California.” *Id.* ¶ 21.

15 6. In her Complaint, Plaintiff alleges five causes of action against Amazon:
16 (1) failure to pay overtime wages (Cal. Lab. Code §§ 1194, 510, 204); (2) failure to pay
17 minimum wage (Cal. Lab. Code §§ 1194, 510, 204); (3) failure to provide accurate wage
18 statements (Cal. Lab. Code § 226); (4) failure to maintain accurate records (Cal. Lab.
19 Code §§ 226, 1174, 1174.5); (5) waiting time penalties (Cal. Lab. Code § 203); and (6)
20 unlawful business practices (Cal. Bus. & Prof. Code §§ 17200).

21 7. Among other things, Plaintiff alleges that putative class members are
22 entitled to special and/or economic damages, restitution, wages in the form of unpaid
23 overtime, interest, penalties, and attorneys’ fees and costs. Maryott Decl. Ex. B, Compl.,
24 Prayer for Relief.

25 8. Removal of a class action is proper if: (1) there are at least 100 members
26 in the putative class; (2) there is minimal diversity between the parties, such that at least
27 one class member is a citizen of a state different from any defendant; and (3) the
28

1 aggregate amount in controversy exceeds \$5 million, exclusive of interest and costs.
2 *See* 28 U.S.C. §§ 1332(d), 1441.

3 9. Amazon denies any liability in this case, both as to Plaintiff’s individual
4 claims and as to the claims she seeks to pursue on behalf of a class.¹ Amazon also
5 intends to oppose class certification and believes that class treatment is inappropriate
6 under these circumstances in part because there are many material differences between
7 the named Plaintiff and the putative class members Plaintiff seek to represent. Amazon
8 expressly reserves all rights, including to oppose class certification and to contest the
9 merits and propriety of all claims asserted in the Complaint. However, for purposes of
10 the jurisdictional requirements for removal only, the allegations in Plaintiff’s Complaint
11 identify a putative class of more than 100 members and put in controversy, in the
12 aggregate, an amount that exceeds \$5 million. *See* 28 U.S.C. § 1332(d)(6).

13 **A. The Proposed Class Consists of More than 100 Members**

14 10. Based on Plaintiff’s allegations, this action satisfies CAFA’s requirement
15 that the putative class contains at least 100 members. *See* 28 U.S.C. § 1332(d)(5)(B).

16 11. Plaintiff’s proposed classes consist of “[a]ll ‘Area Managers’ or similarly
17 titled employees of [Amazon] located in California” and “[a]ll employees of [Amazon]
18 located in California.” Maryott Decl., Ex. B, Compl. ¶ 21. The statute of limitations on
19 Plaintiff’s causes of action are three years, and Amazon assumes that Plaintiff’s
20 inclusion of a UCL claim was intended to extend the time period by an additional year,
21 in which case the class period in this case would be January 13, 2018 to present. *Id.*, Ex.

22
23 ¹ Amazon denies that liability or damages can be established either as to Plaintiffs or
24 on a class-wide basis. Amazon does not concede, and reserves the right to contest,
25 at the appropriate time, Plaintiffs’ allegations that this action may properly proceed
26 as a class action. Amazon does not concede and reserves the right to contest, at the
27 appropriate time, that any of Plaintiffs’ allegations constitute a cause of action against
28 it under applicable California law. No statement or reference contained herein shall
constitute an admission of liability or a suggestion that Plaintiffs will or could
actually recover any damages based upon the allegations contained in the Complaint
or otherwise. Amazon’s notice seeks only to establish that the amount in controversy
is more likely than not in excess of CAFA’s jurisdictional minimum. “The amount
in controversy is simply an estimate of the total amount in dispute, not a prospective
assessment of [Defendant’s] liability.” *Lewis v. Verizon Commc’ns., Inc.*, 627 F.3d
395, 400 (9th Cir. 2010).

1 B, Compl. ¶¶ 58–66; Bus. & Prof. Code § 17208 (statute of limitations for an action
 2 brought under the UCL is four years). According to Amazon’s records, there were at
 3 least 5,634 people employed by Amazon as Area Managers in its California facilities at
 4 some point during the period of January 13, 2018 to January 13, 2022. Declaration of
 5 Denicia “JP” Prather (“Prather Decl.”) ¶ 3(b).

6 12. Accordingly, although Amazon denies Plaintiff’s factual allegations and
 7 denies that class treatment is permissible or appropriate, based on the allegations in the
 8 Complaint and the prayer for relief, the narrower of Plaintiff’s proposed classes consists
 9 of more than 100 members.

10 **B. Amazon and Plaintiff Are Not Citizens of the Same State**

11 13. Under CAFA’s minimum diversity of citizenship requirement, the plaintiff
 12 or any member of the putative class must be a citizen of a different state from any
 13 defendant. *See* 28 U.S.C. § 1332(d)(2)(A).

14 14. A person is a citizen of the state in which he or she is domiciled. *Kantor v.*
 15 *Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983). A party’s residence is
 16 prima facie evidence of his or her domicile. *Ayala v. Cox Auto., Inc.*, 2016 WL 6561284,
 17 at *4 (C.D. Cal. Nov. 4, 2016) (citing *State Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d
 18 514, 520 (10th Cir. 1994)). Plaintiff alleges that she “resides in Highland, California.”
 19 Maryott Decl., Ex. B, Compl. ¶ 7. Plaintiff is therefore considered a citizen of California
 20 for purposes of removal. *See Ayala*, 2016 WL 6561284, at *4.

21 15. A corporation is a citizen of its state of incorporation and the state of its
 22 principal place of business. 28 U.S.C. § 1332(c)(1). “[A]n LLC is a citizen of every
 23 state of which its owners/members are citizens.” *Johnson v. Columbia Props.*
 24 *Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006). Effective December 30, 2019,
 25 Amazon.com Services, Inc. changed its legal entity name to Amazon.com Services LLC.
 26 Declaration of Zane Brown (“Brown Decl.”) ¶ 2. Accordingly, Amazon.com Services,
 27 Inc. and Amazon.com Services LLC refer to the same entity. Amazon.com Services
 28 LLC is a limited liability company organized under the laws of Delaware and has its

1 principal place of business in Seattle, Washington. *Id.* Amazon.com Services LLC’s
2 only member is Amazon.com Sales, Inc., which is wholly owned by Amazon.com, Inc.
3 *Id.* ¶ 3. Amazon.com Sales, Inc. and Amazon.com, Inc. are incorporated in Delaware
4 and each have their principal places of business in Seattle, Washington. *Id.*

5 16. The Supreme Court has interpreted the phrase “principal place of business”
6 in 28 U.S.C. § 1332(c)(1) and & (d)(2)(A) to mean “the place where a corporation’s
7 officers direct, control, and coordinate the corporation’s activities,” *i.e.*, its “nerve
8 center,” which “should normally be the place where the corporation maintains its
9 headquarters, provided that the headquarters is the actual center of direction, control,
10 and coordination.” *Hertz Corp. v. Friend*, 559 U.S. 77, 93 (2010). Amazon.com
11 Services LLC’s headquarters, which are located in Seattle, Washington, constitutes its
12 “nerve center” under the test adopted in *Hertz* because high-level officers oversee
13 Amazon’s activities from that location. Brown Decl. ¶¶ 2–3.

14 17. As such, Amazon is a citizen of Delaware and Washington for purposes of
15 removal. *See* 28 U.S.C. § 1332(c)(1).

16 18. Accordingly, based on the Complaint, Plaintiff and Amazon are citizens of
17 different states and CAFA’s minimal diversity requirement is met. 28 U.S.C.
18 § 1332(d)(2)(A).

19 **C. The Amount In Controversy Exceeds \$5 Million**

20 19. CAFA requires that the amount in controversy in a class action exceed \$5
21 million, exclusive of interests and costs. 28 U.S.C. § 1332(d)(2). In calculating the
22 amount in controversy, a court must aggregate the claims of all individual class
23 members. 28 U.S.C. § 1332(d)(6).

24 20. “[A] defendant’s notice of removal need include only a plausible allegation
25 that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee*
26 *Basin Op. Co. v. Owens*, 574 U.S. 81, 89 (2014). To satisfy this burden, a defendant
27 may rely on a “chain of reasoning” that is based on “reasonable assumptions.” *LaCross*
28 *v. Knight Transp. Inc.*, 775 F.3d 1200, 1201 (9th Cir. 2015). “An assumption may be

1 reasonable if it is founded on the allegations of the complaint.” *Arias v. Residence Inn*
2 *by Marriott*, 936 F.3d 920, 925 (9th Cir. 2019); *see also Salter v. Quality Carriers, Inc.*,
3 974 F.3d 959, 964 (9th Cir. 2020) (“[I]n *Arias* we held that a removing defendant’s
4 notice of removal need not contain evidentiary submissions but only plausible
5 allegations of jurisdictional elements,” quotations and citations omitted). That is
6 because “[t]he amount in controversy is simply an estimate of the total amount in
7 disputes, not a prospective assessment of defendant’s liability.” *Lewis v. Verizon*
8 *Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010). “[W]hen a defendant seeks federal-
9 court adjudication, the defendant’s amount-in-controversy allegation should be accepted
10 when not contested by the plaintiff or questioned by the court.” *Dart Cherokee*, 574
11 U.S. at 87. Importantly, Plaintiff seeking to represent a putative class cannot “bind the
12 absent class” through statements aimed to limit their recovery in an effort to “avoid
13 removal to federal court.” *Std. Fire Ins. Co. v. Knowles*, 568 U.S. 588, 595–96 (2013).

14 21. Moreover, in assessing whether the amount in controversy requirement has
15 been satisfied, “a court must ‘assume that the allegations of the complaint are true and
16 that a jury will return a verdict for the plaintiff on all claims made in the complaint.’”
17 *Campbell v. Vitran Exp., Inc.*, 471 F. App’x 646, 648 (9th Cir. 2012) (quoting *Kenneth*
18 *Rothschild Tr. v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal.
19 2002)). In other words, the focus of the Court’s inquiry must be on “what amount is put
20 ‘in controversy’ by the plaintiff’s complaint, not what a defendant will actually owe.”
21 *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008) (citing
22 *Rippee v. Boston Mkt. Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005)).

23 22. Although Amazon denies that Plaintiff’s claims have any merit, for the
24 purposes of meeting the jurisdictional requirements for removal *only*, if Plaintiff were
25 to prevail on every claim and allegation in her Complaint on behalf of the putative class,
26 the requested monetary recovery would exceed \$5 million.

27 23. Amazon reserves the right to present evidence establishing the amount
28 placed in controversy by each of Plaintiff’s claims should Plaintiff challenge whether

1 the jurisdictional amount-in-controversy threshold is satisfied. *See Dart Cherokee*, 574
2 U.S. at 87–89; *see also Salter*, 974 F.3d at 964 (holding that only a “factual attack” that
3 “contests the truth of the plaintiff’s factual allegations, usually by introducing evidence
4 outside the pleadings” requires the removing defendant to “support her jurisdictional
5 allegations with competent proof,” quotations and citations omitted). “[W]hen a notice
6 of removal plausibly alleges a basis for federal court jurisdiction, a district court may
7 not remand the case back to state court without giving the defendant an opportunity to
8 show by a preponderance of the evidence that the jurisdictional requirements are met.”
9 *Arias*, 936 F.3d at 924; *Park v. Jaguar Land Rover N. Am., LLC*, 2020 WL 3567275, at
10 *2 (S.D. Cal. July 1, 2020).

11 **1. Plaintiff’s Request for Unpaid Overtime Alone, Calculated Based on**
12 **a Mere Twenty Hours for Each Area Manager During the Relevant**
13 **Period, Places More Than \$5 Million in Controversy**

14 24. Plaintiff’s first cause of action alleges that she is owed an unspecified
15 amount of unpaid overtime wages because “neither she nor any similarly situated ‘Area
16 Managers’ met the criteria for Executive Exemption, Administrative Exemption, and/or
17 Professional Exemption” and was therefore allegedly misclassified. *See* Maryott Decl.,
18 Ex. B ¶ 7. Plaintiff also alleges that Amazon “failed to pay Plaintiff and all other
19 similarly situated employees wages for all overtime hours worked, permitted, directed
20 and/or suffered in excess of eight (8) hours in any work day or in excess of 40 hours in
21 any workweek.” *Id.* ¶ 24.

22 25. Among other things, Plaintiff seeks unpaid overtime for herself and other
23 Area Managers in California during the four year period prior to filing this Complaint—
24 January 13, 2018 to January 13, 2022. *See id.*, Ex. B, Prayer for Relief. Plaintiff also
25 seeks economic and non-economic damages for all current and former Amazon
26 employees within the putative class. *Id.*

27 26. Plaintiff was a full-time, exempt Area Manager. Prather Decl. ¶ 3(a).
28

1 27. Plaintiff was paid on a salary basis as an exempt employee, but converting
2 her salary to an hourly rate gives an effective hourly rate of \$28.00. *Id.*; Compl. ¶ 6. If
3 Plaintiff were entitled to overtime, her minimum overtime rate would have been
4 \$42.00/hr (\$28.00 x 1.5).

5 28. The average effective hourly rate for Area Managers in California between
6 January 13, 2018 and January 13, 2022 was \$34.95. Prather Decl. ¶ 3(c). If these
7 individuals were entitled to overtime, the average minimum overtime rate would have
8 been \$52.43/hr (\$34.95 x 1.5).

9 29. The average duration of employment for only those Area Managers whose
10 employment ended during the relevant period was 80 weeks. *Id.* ¶ 3(d).

11 30. Courts have found that an estimate of one hour of unpaid overtime every
12 week for each putative class member is reasonable for purposes of calculating the
13 amount in controversy in connection with a removal. *E.g., Mendoza v. Savage Servs.*
14 *Corp.*, 2019 WL 1260629, at *2 (C.D. Cal. Mar. 19, 2019) (“When a 100% violation
15 rate is not supported by a factual or evidentiary basis, courts in this district have found
16 that a conservative 20% violation rate, or one hour of overtime pay per week, to be
17 reasonable.”). Plaintiff does not allege how frequently she worked overtime for which
18 she was not compensated, and so Amazon has made a conservative estimate that each
19 putative class member worked a total of twenty hours of overtime during the relevant
20 period. Based on the average tenure of only those putative class members who are not
21 still currently employed by Amazon, the assumed total of 20 hours of overtime per class
22 member represents only one hour of overtime *per month* per putative class member,
23 which is far lower than the “reasonable” estimate of one hour per week.

24 31. Assuming that each Area Manager employed by Amazon between January
25 13, 2018 to January 13, 2022 worked 20 total hours of overtime for which Plaintiff
26 alleges they were not paid, at the minimum overtime rate based on *the average* effective
27 hourly rate for Area Managers during this period, the amount in controversy would be
28 **\$5,907,812.40** (\$52.43 x 20 hours x 5,634 employees).

1 **2. Alternatively, Plaintiff’s Request for Penalties Under California**
2 **Labor Code Section 226(e) on Behalf of *Only* Area Managers**
3 **Terminated During the Relevant Period Places More Than \$5 Million**
4 **in Controversy**

5 32. Plaintiff also seeks to represent “[a]ll employees of [Amazon] located in
6 California who were not given accurate wage statements” under California Labor Code
7 Section 226(a), and seeks penalties for this alleged failure. Maryott Decl., Ex. B ¶ 21(c);
8 Prayer for Relief. Area Managers account for a subset of the putative class.

9 33. California Labor Code Section 226(e)(1) provides that “an employee
10 suffering injury as a result of a knowing and intentional failure by an employer to comply
11 with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars
12 (\$50) for the initial pay period in which a violation occurs and one hundred dollars
13 (\$100) per employee for each violation in a subsequent pay period, not to exceed an
14 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs
15 and reasonable attorney’s fees.” Cal. Lab. Code § 226(e)(1).

16 34. Amazon denies that any such penalties are owed to Plaintiff or putative
17 class members. However, for purposes of this jurisdictional analysis *only*, Amazon
18 relies on Plaintiff’s allegations that the penalties are owed. Plaintiff alleges that Amazon
19 failed to provide accurate wage statements, in part, because of its alleged underlying
20 misclassification of Plaintiff and other Area Managers resulting in a failure to provide
21 overtime wages, minimum wage, and list “the actual number of hours Plaintiff and all
22 other similarly situated employees were employed in a given day or workweek.”
23 Maryott Decl., Ex. B, Compl. ¶¶ 7–15. Based on those allegations, it is reasonable to
24 assume, for the purposes of this jurisdictional analysis *only*, that all Area Managers in
25 the putative class received inaccurate wage statements each pay period. *See, e.g., Mejia*
26 *v. DHL Express (USA), Inc.*, 2015 WL 2452755, at *5 (C.D. Cal. May 21, 2015)
27 (concluding it is appropriate to use 100% violation rate for wage statement claim where
28

1 the claim is derivative); *Soto v. Tech Packaging, Inc.*, 2019 WL 6492245, at *7 (C.D.
2 Cal. Dec. 3, 2019) (same).

3 35. The average length of employment of *only* 1,344 Area Managers in
4 California who were terminated between January 13, 2018 and January 13, 2022 was 80
5 weeks. Prather Decl. ¶ 3(e). Wage statements were issued biweekly (*id.* ¶ 4), and so the
6 average number of wage statements issued to only Area Managers terminated during
7 this period was 40 (80 weeks / 2).

8 36. Assuming a one hundred percent violation rate for *only* Area Managers
9 terminated during the relevant period, which is a subset of the putative class Plaintiff
10 seeks to represent, each Area Manager would be entitled to \$3,950 in damages ($[1 \times \$50]$
11 $+ [39 \times \$100] = \$3,950$), exclusive of attorneys fees, under the statute, which places in
12 controversy **\$5,308,800** (1,344 employees x \$3,950). *See Mejia*, 2015 WL 2452755, at
13 *5 (approving 100% violation rate for derivative wage statement claim).

14 **3. Plaintiff's Request for Attorneys' Fees Places Additional Amounts in**
15 **Controversy, Further Exceeding the CAFA Threshold**

16 37. Plaintiff also seeks to recover attorneys' fees and non-economic damages.
17 Maryott Decl., Ex. B, Compl., Prayer for Relief.

18 38. Claims for attorneys' fees are properly included in determining the amount
19 in controversy. *See Guglielmino*, 506 F.3d at 700 (citing *Galt G/S v. JSS Scandinavia*,
20 142 F.3d 1150, 1156 (9th Cir. 1998)); see also *Giannini v. Northwestern Mut. Life Ins.*
21 *Co.*, 2012 WL 1535196, at *4 (N.D. Cal. Apr. 30, 2012) (finding reasonable estimate of
22 future attorneys' fees can be used in calculating the amount in controversy).

23 39. For purposes of removal, the Ninth Circuit uses a benchmark rate of 25
24 percent of the potential damages as the amount of attorneys' fees, and courts may include
25 that fee in the CAFA amount in controversy. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,
26 1029 (9th Cir. 1998); *Barcia v. Contain-A-Way, Inc.*, 2009 WL 587844, at *5 (S.D. Cal.,
27 Mar. 6, 2009) ("In wage and hour cases, '[t]wenty-five percent is considered a
28

1 benchmark for attorneys' fees in common fund cases.'" (alteration in original) (quoting
2 *Hopson v. Hanesbrands Inc.*, 2008 WL 3385452, at *3 (N.D. Cal. 2008))).

3 40. Amazon has plausibly demonstrated by a preponderance of the evidence
4 that the amount in controversy conservatively exceeds \$5 million, but the inclusion of
5 attorneys' fees, just to the calculations detailed above, would add another **\$2,804,153.10**
6 (\$1,476,953.10 for unpaid overtime based on average effective hourly rate + \$1,327,200
7 for 226(e) claim) to the amount in controversy, bringing that total number to
8 **\$14,020,765.50**.

9 **III. THIS COURT HAS JURISDICTION AND REMOVAL IS PROPER**

10 41. Based on the foregoing facts and allegations, this Court has original
11 jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because:

- 12 a) This is a civil action which is a class action within the meaning of
13 § 1332(d)(1)(B);
14 b) The action involves a putative class of at least 100 persons as required
15 by § 1332(d)(5)(B);
16 c) The amount in controversy exceeds \$5 million, exclusive of interest and
17 costs, as required by § 1332(d)(2); and
18 d) At least one member of the putative class is a citizen of a state different
19 from that of any defendant as required by § 1332(d)(2)(A).

20 Accordingly, this action is properly removable under 28 U.S.C. §§ 1441, 1446, and
21 1453.

22 42. The United States District Court for the Southern District of California is
23 the federal judicial district in which the San Diego County Superior Court sits. This
24 action was originally filed in San Diego County Superior Court, rendering venue in this
25 federal judicial district proper. 28 U.S.C. § 84(c); *see also* 28 U.S.C. § 1441(a).

26 43. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the
27 (a) Summons, (b) Class Action Complaint, (c) Civil Case Cover Sheet, (d) Notice of
28 Case Assignment and Case Management Conference (Civil), (e) Alternative Dispute

1 Resolution (ADR) Information, (f) Stipulation to Use Alternative Dispute Resolution
2 (ADR), (g) Notice of Service of Process Transmittal on Amazon.com Services LLC, and
3 (h) Proof of Service Summons are attached as Exhibits A–H to the Declaration of
4 Michele L. Maryott, filed concurrently here. These filings constitute the complete
5 record of all records and proceedings in the state court.

6 44. Upon filing the Notice of Removal, Amazon will furnish written notice to
7 Plaintiff’s counsel, and will file and serve a copy of this Notice with the Clerk of the San
8 Diego County Superior Court, pursuant to 28 U.S.C. § 1446(d).

9
10 Dated: March 4, 2022

11 MICHELE L. MARYOTT
12 MEGAN COONEY
13 BRADLEY J. HAMBURGER
14 GIBSON, DUNN & CRUTCHER LLP

15 By: /s/ Michele L. Maryott
Michele L. Maryott

16
17 Attorneys for Defendant
18 AMAZON.COM SERVICES LLC, f.k.a.
19 AMAZON.COM SERVICES, INC.
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EXHIBIT B

1 Ryan Stygar (SBN 332764)
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
01/13/2022 at 08:59:22 AM
Clerk of the Superior Court
By Malka Manneh, Deputy Clerk

4 Robert A. Waller, Jr. (SBN 169604)
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8
9 Attorneys for Plaintiff BRIANA GALLARDO, Individually and on behalf of all other
employees similarly situated

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF SAN DIEGO**

13 BRIANA GALLARDO, Individually and
14 on behalf of all employees similarly
situated,

CASE NO. 37-2022-00001593-CU-OE-CTL

15 Plaintiffs,

CLASS ACTION COMPLAINT FOR
DAMAGES

16 v.

17 AMAZON.COM SERVICES, LLC, A
Delaware Limited Liability Company
18 f.k.a. AMAZON.COM SERVICES, INC.;
and DOES 1 through 25, inclusive,

DEMAND FOR JURY

19 Defendants.
20

21 Plaintiff BRIANA GALLARDO ("Plaintiff"), for herself and all others similarly
22 situated, alleges as follows:

23 1. Plaintiff is an individual and is now and at all times referenced mentioned
24 in this complaint was a resident of San Diego County, California. At all times herein
25 mentioned Plaintiff was employed by Defendant AMAZON.COM SERVICES LLC.

26 2. Defendant AMAZON.COM SERVICES, LLC is and at all times mentioned
27 herein was a Delaware limited liability company organized, existing, and conducting
28 business in California under and by virtue of the laws of California (Entity Number

1 202001010303). Defendant AMAZON was formerly known as AMAZON.COM SERVICES,
2 INC. (California Secretary of State Entity Number C3678136) before reorganizing itself in
3 January 2020. Because the claims asserted herein pre-date the reorganization both the LLC
4 and INC entities are referred to herein as “Defendant AMAZON.”

5 3. Plaintiff is unaware of the true identities and/or capacities of those
6 defendants sued herein as “DOES 1 through 25, inclusive,” and are for that reason sued by
7 such fictitious names. Plaintiff will amend this complaint to allege the true names,
8 capacities and identities of such “DOE” defendants if, and when, ascertained. Plaintiff is
9 informed, believes and thereon alleges that each of the fictitiously named defendant(s)
10 is/are thereon responsible in some manner for the occurrences herein alleged, and that
11 Plaintiffs’ injuries as herein alleged were proximately caused by such acts.

12 4. Plaintiff is informed, believes and thereon alleges that at all times mentioned
13 herein, each of the defendants was the agent, employee, servant, partner and/or
14 representative of each of the remaining defendants, and in doing the things hereinafter
15 alleged, was acting within the course and scope of such agency, employment, servitude,
16 partnership and/or other relationship and with the consent of each other.

17 **I.**

18 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

19 5. Plaintiff was employed by Defendant AMAZON in a position titled “Area
20 Manager.” Plaintiff was hired by AMAZON in January 2021.

21 6. In the position of “Area Manager” Plaintiff and all other similarly situated
22 employees were designated and categorized by Defendant AMAZON as exempt from
23 receiving overtime compensation for hours worked in excess of eight (8) hours in a day or
24 forty (40) hours in a workweek. Defendant AMAZON stated on Plaintiff’s wage
25 statements/pay stubs, as well as those of all other similarly situated employees, that their
26 “Basis of Pay” was “salary.” Throughout Plaintiff’s employment she was paid \$28.00 per
27 hour.

1 7. Plaintiff alleges based on the job duties and/or responsibilities of an “Area
2 Manager” she and all other similarly situated employees did not meet the criteria of any
3 recognized test in California for being exempt from receiving overtime compensation.
4 Plaintiff alleges neither she nor any similarly situated “Area Managers” met the criteria for
5 Executive Exemption, Administrative Exemption, and/or Professional Exemption
6 regardless of whether she/they were/are paid an hourly rate equivalent to two times the
7 applicable minimum wage.

8 8. Plaintiff alleges that at no time during her and all other “Area Manager”
9 employees’ employment by Defendant AMAZON were they paid overtime wages at the
10 statutory rate of one and one-half (1½) times their regular rate of pay when they were
11 employed for more than eight (8) hours any workday or in excess of forty (40) hours in a
12 workweek.

13 9. Plaintiff alleges throughout her and all similarly situated employees’
14 employment Defendant AMAZON stated on their wage statements/pay stubs that they
15 were paid, at most, eighty (80) hours per two-week pay period without regard to the actual
16 number of hours Plaintiff and all other similarly situated employees were employed in a
17 given day or workweek.

18 10. Plaintiff alleges not only did Defendant AMAZON fail to pay overtime
19 wages, but Defendant AMAZON also failed to pay minimum wage to Plaintiff and all
20 others similarly situated for all hours they worked and were employed in excess of eighty
21 (80) in any given pay period.

22 11. Plaintiff alleges Defendant AMAZON failed to maintain records of hours
23 worked by Plaintiff and all other similarly situated employees including but not limited
24 to all hours worked beyond eighty (80) in a two week pay period.

25 12. Plaintiff alleges Defendant AMAZON stated on her and all other similarly
26 situated employees’ wage statements/pay stubs that she/they performed work in
27 categories identified as “Regular Hours”, “Personal Time”, and/or “Vacation Pay” for
28 which they were compensated at their regular hourly rate of pay. Plaintiff alleges that, to

1 her knowledge and understanding, she did not perform work which would be properly
2 and accurately categorized as “Personal Time” for which she and all other similarly
3 situated employees would be compensated in their pay checks.

4 13. Plaintiff alleges that, to her knowledge and understanding, she did not
5 perform work which would be properly and accurately categorized as “Vacation Pay” for
6 which she and all other similarly situated employees would be compensated in her pay
7 check.

8 14. Plaintiff alleges “Personal Time” is an employment benefit offered by
9 Defendant AMAZON which accrues incrementally during the course of employment
10 which can be used by the employee for situations such as when they have a last minute
11 absence and want to be paid for that time and preserve other benefits such as Unpaid Time
12 Off and/or Vacation Time. Plaintiff alleges “Personal Time” is not a category of labor or
13 services for which an employee would be compensated, as opposed to accruing the benefit
14 for later use, during any given pay period. Plaintiff and all other similarly situated
15 employees are therefore unable to readily ascertain from their wage statement/pay stubs
16 the information about why they are paid “Personal Time” without reference to other
17 documents or information and they are unable to identify what labor or services they
18 performed in the “Personal Time” category which is separate and apart from their Regular
19 Hours worked as identified on their wage statements/pay stubs.

20 15. Plaintiff alleges “Vacation Pay” is an employment benefit offered by
21 Defendant AMAZON which accrues incrementally during the course of employment and
22 which can be used by the employee for situations such as a preplanned vacation. Plaintiff
23 alleges “Vacation Pay” is not a category of labor or services for which an employee would
24 be compensated, as opposed to accruing the benefit for later use, during any given pay
25 period. Plaintiff and all other similarly situated employees are therefore unable to readily
26 ascertain the information about why they are paid “Vacation Pay” without reference to
27 other documents or information and they are unable to identify what labor or services they
28 performed in the “Vacation Pay” category which is separate and apart from their Regular

1 Hours worked as identified on their wage statements/pay stubs.

2 16. Plaintiff alleges that throughout her employment Defendant AMAZON failed
3 and/or refused to provide Plaintiff and all other similarly situated employees with
4 adequate seating even though the nature of the work reasonably permits the use of seats.

5 **II.**

6 **CLASS ACTION ALLEGATIONS**

7 **(California Code of Civil Procedure §382)**

8 17. Plaintiff incorporates by this reference each and every previous paragraph
9 and all allegations contained therein as though set forth in full herein.

10 18. Plaintiff alleges the number of employees affected by Defendant AMAZON's
11 actions, conduct and unlawful policy and/or practice as herein alleged are so numerous
12 as to make joinder of individual cases impractical, a waste of judicial resources, and not
13 judicially economical. Based on information and belief Plaintiff alleges there are more than
14 500 employees of Defendant AMAZON located in California who during the applicable
15 limitations period were affected by Defendant AMAZON's practice of not paying overtime
16 compensation to Area Managers, failing to pay Area Managers minimum wage for hours
17 they were employed but did not receive compensation, Defendant AMAZON's failure to
18 provide accurate wage statements/pay stubs, failure to maintain records, and failing to
19 provide adequate seating, as herein alleged.

20 19. Plaintiff alleges for herself and all other employees similarly situated the
21 actions of AMAZON as herein alleged involve common questions of law and fact including
22 but not limited to whether AMAZON violated the provisions of California Labor Code
23 §204 (failure to pay wages earned), §226 (failure to provide accurate wage statements), §510
24 (failure to pay overtime wages), §1194 (failure to pay minimum wage and overtime wages),
25 §226 and §1174 (failure to maintain records) and California Business & Professions Code
26 §17200 (unlawful business practice).

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1 20. Plaintiff alleges her claims against Defendant AMAZON, as herein alleged,
2 are typical of all other similarly situated employees who are part of the class and/or
3 subclasses as herein alleged.

4 21. Plaintiff GALLARDO alleges the class and/or subclasses are defined as
5 follows:

6 A. All “Area Managers” or similarly titled
7 employees of Defendant AMAZON located in
8 California who were not paid overtime wage for
9 hours worked in excess of eight (8) hours per
10 day or forty (40) hours per workweek;

11 B. All “Area Managers” or similarly titled
12 employees of Defendant AMAZON located in
13 California who were not paid minimum wage
14 for all hours worked;

15 C. All employees of Defendant AMAZON.COM
16 SERVICES, INC located in California who were
17 not given accurate wage statements/pay stubs;

18 D. All employees of Defendant AMAZON.COM
19 SERVICES, INC located in California whom
20 Defendant failed to maintain proper records of
21 hours worked.

22 22. Plaintiff alleges neither she nor her counsel of record herein have any real or
23 potential conflicts with members of the putative class and that he will adequately represent
24 the interests of the class. Plaintiff further alleges her counsel of record herein are qualified,
25 experienced and capable of effectively and adequately prosecuting this class action for the
26 benefit of the class as a whole. Plaintiff is therefore an adequate class representative and
27 his counsel of record herein are adequate to representative the putative class.
28

III.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Cal. Labor Code §1194, §510, §204, et seq.)

23 23. Plaintiff incorporates by this reference each and every previous paragraph
24 and all allegations contained therein as though set forth in full herein.
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1 24. At all times herein mentioned Defendant AMAZON and/or DOES failed to
2 pay Plaintiff and all other similarly situated employees wages for all overtime hours
3 worked, permitted, directed and/or suffered in excess of eight (8) hours in any workday
4 or in excess of 40 hours in any workweek as herein alleged.

5 25. At all times herein mentioned Defendant AMAZON and/or DOES failed to
6 pay Plaintiff and all other similarly situated employees minimum wages for all hours
7 worked, permitted, directed and/or suffered in excess of the eighty (80) hours that are
8 identified on Plaintiff's and all other similarly situated employees' wages statements/pay
9 stubs as herein alleged.

10 26. As a direct and proximate result of Defendants' and each of their failure to
11 pay wages in violation of California Labor Code §204, §510 and/or §1194, *et seq.*, Plaintiff
12 and all other similarly situated employees suffered damages in an amount according to
13 proof at trial including interest thereon.

14 27. As a further direct and proximate result of Defendants' and each of their
15 conduct as herein alleged, Plaintiffs and each of them have retained legal counsel and are
16 thereon entitled to an award of attorney's fees and costs of suit pursuant to applicable
17 statute(s) including but not limited to California Labor Code §98.2(c), §218.5, §1194(a), in
18 an amount according to proof at trial.

19 IV.

20 SECOND CAUSE OF ACTION

21 FAILURE TO PAY MINIMUM WAGE

22 (Cal. Labor Code §1194, §510, §204, et seq.)

23 28. Plaintiff incorporates by this reference each and every previous paragraph
24 and all allegations contained therein as though set forth in full herein.

25 29. Plaintiff alleges Defendant AMAZON and/or DOES failed to pay Plaintiff
26 and all other similarly situated employees minimum wage for all hours worked, permitted,
27 directed and/or suffered in excess of the eighty (80) hours identified on Plaintiff's and all
28 other similarly situated employees' wages statements/pay stubs as herein alleged.

1 30. As a direct and proximate result of Defendants’ and each of their failure to
2 pay wages in violation of California Labor Code §204, §510 and/or §1194, *et seq.*, Plaintiff
3 and all other similarly situated employees suffered damages in an amount according to
4 proof at trial including interest thereon.

5 31. As a further direct and proximate result of Defendants’ and each of their
6 conduct as herein alleged, Plaintiffs and each of them have retained legal counsel and are
7 thereon entitled to an award of attorney’s fees and costs of suit pursuant to applicable
8 statute(s) including but not limited to California Labor Code §98.2(c), §218.5, §1194(a), in
9 an amount according to proof at trial.

10 V.

11 THIRD CAUSE OF ACTION

12 INACCURATE PAY STUBS /WAGE STATEMENTS

13 (Cal. Labor Code §226, et seq.)

14 32. Plaintiff incorporates by this reference each and every previous paragraph
15 and all allegations contained therein as though set forth in full herein.

16 33. Defendant AMAZON and/or DOES failed to provide Plaintiff and all other
17 similarly situated employees accurate itemized pay stubs/wage statements in violation of
18 California Labor Code §226 as herein alleged.

19 34. Plaintiff and all other similarly situated employees allege Defendant
20 AMAZON and/or DOES provided Plaintiff and all other similarly situated employees with
21 inaccurate wage statements/pay stubs to the extent Defendant paid Plaintiff and all other
22 similarly situated employees for “Personal Time” and/or “Vacation Pay” as identified on
23 their wage statements/pay stubs when Plaintiff and all other similarly situated employees,
24 to the beset of their knowledge, did not work the categories of hours referred to as
25 “Personal Time” and/or “Vacation Pay” as herein alleged.

26 35. Plaintiff alleges that, to the best of her/their knowledge “Personal Time”
27 and/or “Vacation Pay” are benefits which are accrued as opposed to hours worked for
28 which they would be paid on a regular wage statement/pay stub.

1 36. Based thereon, Plaintiff and all other similarly situated employees are unable
2 to readily ascertain from their wage statements/pay stubs information about why they
3 were paid “Personal Time” and/or “Vacation Pay” without reference to other documents
4 or information and they are unable to identify what labor or services they performed in the
5 “Personal Time” and/or “Vacation Pay” category which is separate and apart from their
6 Regular Hours worked as identified on their wage statements/pay stubs.

7 37. Plaintiff and all other similarly situated employees allege Defendant
8 AMAZON’s and/or DOES’ conduct in failing to provide accurate wage statements/pay
9 stubs as required, as herein alleged, was knowing and intentional.

10 38. As a direct and proximate result of Defendant AMAZON’s and/or DOES’
11 failure to provide accurate wage statements/pay stubs as required Plaintiff and all other
12 similarly situated employees are entitled to recover a civil penalty of \$500 in accordance
13 with California Labor Code §1174.5.

14 39. As a direct and proximate result of Defendants’ and each of their failure to
15 provide itemized accurate wage statements/pay stubs as required Plaintiffs and each of
16 them are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
17 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee
18 for each violation in a subsequent pay period, not to exceed an aggregate penalty of four
19 thousand dollars (\$4,000) in accordance with California Labor Code §226(e)(1).

20 40. As a further direct and proximate result of Defendants’ and each of their
21 conduct as herein alleged, Plaintiffs and each of them have retained legal counsel and are
22 thereon entitled to an award of attorney’s fees and costs of suit pursuant to applicable
23 statute(s) including but not limited to California Labor Code §226(e)(1), in an amount
24 according to proof at trial.

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VI.

FOURTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

(Cal. Labor Code §226, §1174, §1174.5, et seq.)

41. Plaintiff incorporates by this reference each and every previous paragraph and all allegations contained therein as though set forth in full herein.

42. Defendant AMAZON and/or DOES failed to maintain accurate records of the hours Plaintiff and all other similarly situated employees worked in violation of California Labor Code §226 and/or §1174 as herein alleged.

43. Plaintiff and all other similarly situated employees allege Defendant AMAZON and/or DOES failed to maintain accurate records of all hours worked by Plaintiff and all other similarly situated employees beyond the eighty (80) hours as identified on their wage statements/pay stubs regardless of how many hours they worked.

44. Plaintiff and all other similarly situated employees allege Defendant AMAZON's and/or DOES' conduct in failing to maintain accurate records as required, as herein alleged, was knowing and intentional.

45. As a direct and proximate result of Defendant AMAZON's and/or DOES' failure to maintain accurate records as required Plaintiff and all other similarly situated employees are entitled to recover a civil penalty of \$500 in accordance with California Labor Code §1174.5.

46. As a direct and proximate result of Defendants' and each of their failure to provide itemized accurate pay stubs as required Plaintiffs and each of them are 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 to exceed an aggregate penalty of four thousand dollars (\$4,000) in accordance with California Labor Code §226(e)(1).

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1 47. As a further direct and proximate result of Defendants' and each of their
2 conduct as herein alleged, Plaintiffs and each of them have retained legal counsel and are
3 thereon entitled to an award of attorney's fees and costs of suit pursuant to applicable
4 statute(s) including but not limited to California Labor Code §226(e)(1), in an amount
5 according to proof at trial.

6 **VII.**

7 **FIFTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(Cal. Labor Code §203)**

10 48. Plaintiff incorporates by this reference each and every previous paragraph
11 and all allegations contained therein as though set forth in full herein.

12 49. Plaintiff alleges for herself and all other similarly situated employees their
13 unpaid overtime and/or minimum wage compensation constitute wages in accordance
14 with California Labor Code §200, §515 and/or §1194.

15 50. Defendant AMAZON and/or DOES failed to pay Plaintiff and all other
16 similarly situated employees overtime and/or minimum wages when due in violation of
17 California Labor Code §204, §510, and/or §1194.

18 51. Plaintiff for herself and all other employees similarly situated alleges
19 Defendant AMAZON violated California Labor Code §203 by willfully failing to pay
20 Plaintiff and all other similarly situated employees all earned and accrued overtime and/or
21 minimum wages as required by California Labor Code §204, §510 and/or §1194.

22 52. Plaintiff alleges for herself and all employees similarly situated Defendant
23 AMAZON's and/or DOES' conduct in failing to pay overtime and/or minimum wages as
24 herein alleged was willful or intentional because AMAZON and/or DOES knew Plaintiff
25 and all other similarly situated employees were not exempt from overtime compensation
26 under any applicable test and as such Defendant AMAZON had a legal obligation law to
27 pay such overtime and/or minimum wages in accordance with California Labor Code
28 §204, §510, §1194.

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53. Plaintiff alleges for herself and all other employees similarly situated that as a direct and proximate result of Defendant AMAZON’S and/or DOES’ actions as herein alleged Plaintiff and all other similarly situated employees are entitled to recover all additional and continuing wages provided by California Labor Code §203 including interest thereon in an amount according to proof at trial.

54. Plaintiff alleges for herself and all other similarly situated employees that as a direct and proximate result of Defendant AMAZON’S and/or DOES’ conduct as herein alleged Plaintiff and all other employees were denied use and benefit of their wages, including but not limited to having lost interest on those monies, all in an amount according to proof at trial.

55. In addition, as a proximate result of Defendant AMAZON’S and/or DOES’ conduct as herein alleged Plaintiff did employ attorneys and/or other legal professionals to prosecute this action and is thereon entitled to an award of attorney fees in an amount according to proof in accordance with California Labor Code §218.5.

56. As a direct and proximate result of Defendant AMAZON’S and/or DOES’ conduct and actions as alleged herein the court shall award pursuant to California Labor Code §218.6, interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2, in an amount according to proof at trial.

57. As a further direct and proximate result of Defendant AMAZON’S and/or DOES’ actions as herein alleged Plaintiff was required to and did retain attorneys and other legal professionals to represent her in this action and because this action confers a substantial benefit on a large group of persons and/or the general public and enforces significant rights Plaintiff is entitled to an award of attorney fees and costs in accordance with C.C.P. §1021.5.

VIII.

SIXTH CAUSE OF ACTION

UNLAWFUL BUSINESS PRACTICE

(Cal. Bus. & Prof. Code §17200)

58. Plaintiff incorporates by this reference each and every previous paragraph and all allegations contained therein as though set forth in full herein.

59. Plaintiff alleges Defendant AMAZON and/or DOES engaged in an unlawful business practice by categorizing Plaintiff and all other similarly situated employees as exempt from being paid overtime and/or minimum wage compensation when Plaintiff and all other similarly situated employees did not meet the criteria under any test for exempt status including but not limited to the fact neither Plaintiff nor any similarly situated "Area Managers" met the criteria for Executive Exemption, Administrative Exemption, and/or Professional Exemption regardless of whether she/they were/are paid an hourly rate equivalent to two times the applicable minimum wage.

60. Defendant AMAZON and/or DOES failed to pay Plaintiff and all other employees similarly situated their earned and accrued overtime and/or minimum wages as required by California Labor Code §204, §510, §1194.

61. Plaintiff alleges as a result of Defendant AMAZON's and/or DOES's actions and conduct as herein alleged Plaintiff has suffered an injury in fact and actual damage in the form of lost wages and money.

62. Plaintiff alleges Defendant AMAZON's and/or DOES's conduct as herein alleged constitutes an unlawful business practice in violation of California Business & Professions Code §17200.

63. Plaintiff alleges for herself and all other employees similarly situated that Defendant AMAZON and/or DOES engaged in the unlawful business practice herein alleged within four (4) years of the date of filing this action as specified in Cal. Bus. & Prof. Code §17208, and Defendant AMAZON continues to engage in the unlawful business practice(s) that are alleged in this complaint.

64. As a direct and proximate result of Defendant AMAZON's and/or DOES's unlawful business practice of violating California Labor Code §204, §510, and/or §1194, as herein alleged, Plaintiff and all other employees similarly situated are entitled to restitution of all unpaid wages and other benefits including interest thereon in an amount according to proof at trial so as to restore Plaintiff and all other employees to the money acquired by Defendant AMAZON's and/or DOES's from its unlawful business practice as herein alleged.

65. Pursuant to California Business & Professions Code §17204, Defendant AMAZON and/or DOES should be enjoined from engaging in or continuing its unlawful business practice as herein alleged.

66. As a further direct and proximate result of Defendant AMAZON's and/or DOES's actions as herein alleged Plaintiff was required to and did retain attorneys and other legal professionals to represent him and all other employees similarly situated in this action and because this action confers a substantial benefit on a large group of persons and enforces significant rights Plaintiff is entitled to an award of attorney fees and costs in accordance with C.C.P. §1021.5.

IX.

PRAYER FOR RELIEF

Plaintiff BRIANA GALLARDO, for herself and all other similarly situated employees, hereby prays for the following relief:

1. That this action be certified as a class action;
2. For special and/or economic damages in an amount according to proof at trial;
3. For restitution of Plaintiff's and all similarly situated employees' unpaid overtime and/or minimum wages including interest thereon as specified in California Labor Code §200, §204, §510, and/or §1194 for Defendant AMAZON's and/or DOES's violation of California Business & Professions Code §17200 in an amount according to proof at trial;

1 4. For injunctive relief prohibiting Defendant AMAZON and/or DOES from
2 continuing its alleged unlawful business practice pursuant to California Business &
3 Professions Code §17204;

4 5. For Plaintiff’s and all similarly situated employees’ unpaid wages including
5 interest thereon for Defendant AMAZON’s and/or DOES’s violation of California Labor
6 Code §200, §204, §510, and/or §1194, respectively, in an amount according to proof at trial;

7 6. For Plaintiff’s and all similarly situated employees’ continuing wages as
8 specified in California Labor Code §203 for Defendant AMAZON’s and/or DOES’s
9 violation of California Labor Code §200, §204, §510, and/or §1194, respectively, in an
10 amount according to proof at trial;

11 7. For damages and/or penalties for Defendant AMAZON’s and/or DOES’
12 failure to provide accurate wages statements/pay stubs in violation of California Labor
13 Code §226 an amount according to proof at trial;

14 8. For damages and/or penalties for Defendant AMAZON’s and/or DOES’
15 failure to maintain records in violation of California Labor Code §226 and/or §1174 in an
16 amount according to proof at trial;

17 9. For attorney fees in an amount according to proof pursuant to California
18 Labor Code §98, §218.5 and/or §1194.

19 10. For costs of suit according to proof;

20 11. For prejudgment interest according to proof; and

21 12. For such other relief as may be fair just and equitable.

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By,

Dated: January 13, 2022

/s/ Robert A. Waller, Jr.
ROBERT A. WALLER, JR.
Attorneys for Plaintiff
BRIANA GALLARDO, Individually and
on behalf of all other employees similarly
situated

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X.

DEMAND FOR JURY

Plaintiff BRIANA GALLARDO for herself and all other employees similarly situated hereby demands a jury trial on each and every cause of action for which a jury trial is available.

By,

Dated: January 13, 2022

/s/ Robert A. Waller, Jr.
ROBERT A. WALLER, JR.
Attorneys for Plaintiff
BRIANA GALLARDO Individually and
on behalf of all other employees similarly
situated

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Amazon Failed to Pay Area Managers Proper Overtime Wages, Class Action Alleges](#)
