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Attorneys for Defendants GOLDEN STATE FC, LLC  
(*now known as* Amazon.com Services LLC) and  
AMAZON.COM, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

LOVENIA SCOTT, on behalf of herself, all  
others similarly situated,

Plaintiff,

v.

GOLDEN STATE, FC, LLC, a Delaware  
Limited Liability Company; AMAZON.COM,  
INC., a Delaware Corporation; and DOES 1  
through 50, inclusive,

Defendants.

CASE NO. 3:21-cv-2147

**DECLARATION OF KATHERINE V.A.  
SMITH IN SUPPORT OF DEFENDANTS  
GOLDEN STATE FC, LLC (*NOW KNOWN  
AS* AMAZON.COM SERVICES LLC) AND  
AMAZON.COM, INC.'S NOTICE OF  
REMOVAL OF CLASS ACTION**

(San Francisco Superior Court  
Case No. CGC-21-589695)

Action Filed: February 8, 2021  
Trial Date: None Set

1 I, Katherine V.A. Smith, hereby declare and state:

2 1. I am an attorney duly licensed to practice law before all the courts of the State of  
3 California as well as the United States District Court for the Northern District of California. I am a  
4 partner in the law firm of Gibson, Dunn & Crutcher LLP, and am one of the attorneys representing  
5 Defendants Golden State FC, LLC (*now known as Amazon.com Services LLC*) and Amazon.com, Inc.  
6 (together, “Amazon”) in the above-entitled action. Unless otherwise stated, I have personal knowledge  
7 of the matters stated herein, and if asked to testify thereto, I would do so competently

8 2. Attached hereto as **Exhibit A** is a true and correct copy of the Summons in *Scott v.*  
9 *Golden State, FC, LLC, et al.*, Case No. CGC-21-589695, filed on February 8, 2021.

10 3. Attached hereto as **Exhibit B** is a true and correct copy of the Class Action Complaint  
11 in *Scott v. Golden State, FC, LLC, et al.*, Case No. CGC-21-589695, filed on February 8, 2021.

12 4. Attached hereto as **Exhibit C** is a true and correct copy of the Civil Case Cover Sheet  
13 in *Scott v. Golden State, FC, LLC, et al.*, Case No. CGC-21-589695, filed on February 8, 2021.

14 5. Attached hereto as **Exhibit D** is a true and correct copy of the Notice to Plaintiff in *Scott*  
15 *v. Golden State, FC, LLC, et al.*, Case No. CGC-21-589695, filed on February 8, 2021.

16 6. Attached hereto as **Exhibit E** is a true and correct copy of the Notice of Service of  
17 Process Transmittal, reflecting that Plaintiff effected service of the Summons and Class Action  
18 Complaint on Amazon on February 28, 2021.

19 7. In accordance with 28 U.S.C. § 1446(a), Exhibits A–E constitute “all process,  
20 pleadings, and orders served upon Amazon in this action.

21 8. Attached hereto as **Exhibit F** is a true and correct copy of the Proof of Service of  
22 Summons on Amazon.com, Inc. in *Scott v. Golden State, FC, LLC, et al.*, Case No. CGC-21-589695,  
23 filed on March 3, 2021.

24 9. Attached hereto as **Exhibit G** is a true and correct copy of the Proof of Service of  
25 Summons on Golden State FC, LLC in *Scott v. Golden State, FC, LLC, et al.*, Case No. CGC-21-  
26 589695, filed on March 3, 2021.

1 I declare under penalty of perjury under the laws of the State of California and the United States  
2 of America that the foregoing is true and correct and that I executed this Declaration on  
3 March 26, 2021, at Los Angeles, California.

4  
5 /s/ Katherine V.A. Smith

Katherine V.A. Smith

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# **EXHIBIT A**

SUM-100

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GOLDEN STATE FC, LLC., a Delaware Limited Liability Company; AMAZON.COM, INC., a Delaware Corporation; and DOES 1 through 50, inclusive

## YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

LOVENIA SCOTT, on behalf of herself, all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Santa Clara  
Old Courthouse  
161 North First Street San Jose, CA 95113

CASE NUMBER: (Número del Caso):

**CGC-21-589695**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DATE: February 8, 2021  
(Fecha) 02/08/2021

Clerk, by  
(Secretario) **RONNIE OTERO**

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

[SEAL]



## NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): **AMAZON.COM, INC., a Delaware Corporation**  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
- ☒ by personal delivery on (date) **2/16/2021**

# **EXHIBIT B**



1 Shaun Setareh (SBN 204514)  
 shaun@setarehlaw.com  
 2 Thomas Segal (SBN 222791)  
 thomas@setarehlaw.com  
 3 Farrah Grant (SBN 293898)  
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 4 SETAREH LAW GROUP  
 9665 Wilshire Blvd., Suite 430  
 5 Beverly Hills, California 90212  
 Telephone (310) 888-7771  
 6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff  
 LOVENIA SCOTT  
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ELECTRONICALLY  
**FILED**

Superior Court of California,  
 County of San Francisco

**02/08/2021**  
**Clerk of the Court**  
 BY: RONNIE OTERO  
 Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN FRANCISCO

11 UNLIMITED JURISDICTION

12 **CGC-21-589695**

13 LOVENIA SCOTT, on behalf of herself, all  
 others similarly situated,

14 *Plaintiff,*

15 vs.

16 GOLDEN STATE, FC, LLC., a Delaware  
 17 Limited Liability Company; AMAZON.COM,  
 INC., a Delaware Corporation; and DOES 1  
 18 through 50, inclusive,

19 *Defendants.*

Case No.

**CLASS ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Sharing of Liability with a Labor Contractor (Lab. Code § 2810.3)
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

**JURY TRIAL DEMANDED**

COMES NOW, Plaintiff LOVENIA SCOTT (“Plaintiff”), on behalf of herself and all others similarly situated, complains and alleges as follows:

### **INTRODUCTION**

1. Plaintiff brings this class and representative action against Defendant GOLDEN STATE FC, LLC., AMAZON.COM, LLC., and DOES 1 through 50, inclusive (collectively referred to as “Defendants”) for alleged violations of the Labor Code and Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have

- (1) failed to provide her and all other similarly situated individuals with meal periods;
- (2) failed to provide them with rest periods;
- (3) failed to pay them premium wages for missed meal and/or rest periods;
- (4) failed to pay them premium wages for missed meal and/or rest periods at the regular rate of pay;
- (5) failed to pay them at least minimum wage for all hours worked;
- (6) failed to reimburse them for all necessary business expenses;
- (7) failed to provide them with accurate written wage statements; and
- (8) failed to pay them all of their final wages following separation of employment.

Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover unpaid wages, restitution and related relief on behalf of herself and all others similarly situated.

### **JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction to hear this case because the monetary damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction of the Superior Court of the State of California.

3. Venue is proper in San Francisco County because Defendants' are incorporated under the laws of Delaware, do business in San Francisco County, and have not registered a California place of business with the California Secretary of State. As such, venue is proper in any county in California.



**PARTIES**

4. Plaintiff was employed by Defendants in the State of California.

5. Defendant GOLDEN STATE FC, LLC., is a Delaware corporation and does business in the State of California.

6. Defendant AMAZON.COM, INC., is a Delaware corporation and does business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.

Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

**CLASS ALLEGATIONS**

10. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

11. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

**Hourly Employee Class:** All persons employed by Defendants and/or any staffing agencies and/or any other third parties as warehouse employees in hourly or non-exempt positions in California during the **Relevant Time Period**.

**Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a shift in excess of five hours during the **Relevant Time Period**.

**Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the **Relevant Time Period**.

**Wage Statement Penalties Sub-Class:** All **Hourly Employee Class** members employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

**Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.

**UCL Class:** All **Hourly Employee Class** members employed by Defendants in California during the **Relevant Time Period**.

**Expense Reimbursement Class:** All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

13. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number exceeds the minimum required for numerosity under California law.

14. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These common questions include, but are not limited to:

- A. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- B. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;

- 1 C. Whether Defendants failed to pay premium wages to class members when  
2 they have not been provided with required meal and/or rest periods;
- 3 D. Whether Defendants failed to pay minimum and/or overtime wages to class  
4 members as a result of policies that fail to provide meal periods in accordance  
5 with California law;
- 6 E. Whether Defendants failed to pay minimum and/or overtime wages to class  
7 members for all time worked;
- 8 F. Whether Defendants failed to reimburse class members for all necessary  
9 business expenses incurred during the discharge of their duties;
- 10 G. Whether Defendants failed to provide class members with accurate written  
11 wage statements as a result of providing them with written wage statements  
12 with inaccurate entries for, among other things, amounts of gross and net  
13 wages, and total hours worked;
- 14 H. Whether Defendants applied policies or practices that result in late and/or  
15 incomplete final wage payments;
- 16 I. Whether Defendants are liable to class members for waiting time penalties  
17 under Labor Code section 203;
- 18 J. Whether class members are entitled to restitution of money or property that  
19 Defendants may have acquired from them through unfair competition; and
- 20 K. Whether Amazon.com, Inc. should share all civil legal responsibility for all  
21 workers supplied by Golden State FC, LLC for the payment of wages under  
22 Labor Code section 2810.3.

23 15. **Typicality:** Plaintiff's claims are typical of the other class members' claims.  
24 Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of  
25 failing to comply with the Labor Code and Business and Professions Code as alleged in this  
26 Complaint.

27 16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in  
28 that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class

1 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly  
2 and adequately represent and protect the interests of the other class members.

3 17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that  
4 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in  
5 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on  
6 behalf of Plaintiff and absent class members.

7 18. **Superiority:** A class action is vastly superior to other available means for fair and  
8 efficient adjudication of the class members' claims and would be beneficial to the parties and the  
9 Court. Class action treatment will allow a number of similarly situated persons to simultaneously  
10 and efficiently prosecute their common claims in a single forum without the unnecessary  
11 duplication of effort and expense that numerous individual actions would entail. In addition, the  
12 monetary amounts due to many individual class members are likely to be relatively small and would  
13 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.  
14 Moreover, a class action will serve an important public interest by permitting class members to  
15 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the  
16 potential for inconsistent or contradictory judgments inherent in individual litigation.

17 **GENERAL ALLEGATIONS**

18 19. Plaintiff worked for Defendants as a non-exempt, hourly employee from  
19 approximately October 31, 2016 through January 10, 2019. Plaintiff worked as a Logistics  
20 Specialist in Defendants' warehouse located in Vacaville, California. Plaintiff was responsible for  
21 ensuring that inbound trucks were offloaded in a timely and proper manner at Defendants'  
22 warehouse, ensuring that outbound trucks were loaded correctly and were dispatched in a timely  
23 and efficient manner, ensuring that any truck carrying a load from the warehouse that was out on  
24 the road and experiencing problems was taken care of, creating reports concerning logistics  
25 activities conducted at the warehouse that were sent to management, as well as monitoring and  
26 attending to myriad other problems occurring at the worksite, including, occasionally, on the  
27 production floor.

28 ///

**Shortened Meal Periods**

20. Plaintiff and the putative class members were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods; and (3) practice of requiring Plaintiff and the putative class to carry around and listen to their walkie talkies during breaks to ensure work duties were being managed without incident.

21. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of requiring Plaintiff and the putative class to carry around and listen to their walkie talkies at all times to ensure work tasks were going smoothly.

22. Accordingly, Plaintiff and the putative class were provided with shortened meal periods due to the time spent listening and responding to work-related obligations on their walkie talkies.

23. Plaintiff further alleges that, at relevant times during the applicable limitations period, Defendants maintained a policy or practice of disciplining Plaintiff and members of the putative class, up to and including termination, if they did not clock back in from their meal periods on time.

24. Because meal periods were organized in such a way that Plaintiff and the putative class took their breaks at the same time as many other employees, lines of people would form at the computer system where employees would swipe their badge to clock in and out. These lines could take as long as ten (10) to fifteen (15) minutes, substantially limiting the time available to Plaintiff and the putative class members to take their meal period. Plaintiff and the putative class were denied a full, thirty (30) minute meal period due to the line of other workers that would form when it was time to clock back in to work.

25. Plaintiff alleges that, at relevant times during the applicable limitations period, due to Defendants above-mentioned policy or practice, Plaintiff and the putative class did not receive their full thirty (30) minutes uninterrupted meal periods that they were entitled under California law.

**Missed Rest Periods**

26. Plaintiff and the putative class members were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods; and (5) requiring that Plaintiff and the putative class members maintain a walkie talkie on their person at all times to respond immediately to any and all work related situations happening at any given moment.

27. Plaintiff and the putative class members were instructed by Defendants to take a break if and when "they could get it." However, the immense volume of work to be completed prevented Plaintiff and the putative class members from ever taking their break. Plaintiff and the putative class members did not have scheduled rest breaks, and could never leave their work unattended to take their break due to the constant demands placed on them by Defendants.

28. As a result of Defendants' policies and/or practices, Plaintiff and the putative class were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the putative class to work through their rest periods in order to complete their assignments on time.

**Expense Reimbursement**

29. Plaintiff and the putative class members were required to utilize their own personal cell phones to perform their job duties.

30. Plaintiff and the putative class members routinely used their personal cell phones to look up pertinent work information and communicate regarding work related tasks.

31. Defendants failed to reimburse Plaintiff and the putative class for such necessary business expenses incurred by them in the use of their personal cell phones.

///

**Wage Statements**

32. Plaintiff and the putative class were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226.

33. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

34. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

35. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

36. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

**FIRST CAUSE OF ACTION**

**FAILURE TO PROVIDE MEAL PERIODS**

**(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

**(Plaintiff and Meal Period Sub-Class)**

37. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

38. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendant entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order.

39. Labor Code section 512 and Section 11 of the applicable Industrial Welfare Commission Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period



1 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty  
2 minutes for each work period of ten hours.

3 40. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare  
4 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to  
5 work during required meal periods and require employers to pay non-exempt employees an hour of  
6 premium wages on each workday that the employee is not provided with the required meal period.

7 41. Compensation for missed meal periods constitutes wages within the meaning of  
8 Labor Code section 200.

9 42. Labor Code section 1198 makes it unlawful to employ a person under conditions that  
10 violate the applicable Wage Order.

11 43. Section 11 of the applicable Wage Order states:

12 “No employer shall employ any person for a work period of more than five (5) hours  
13 without a meal period of not less than 30 minutes, except that when a work period of  
14 not more than six (6) hours will complete the day’s work the meal period may be  
15 waived by mutual consent of the employer and employee. Unless the employee is  
16 relieved of all duty during a 30 minute meal period, the meal period shall be  
17 considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal  
period shall be permitted only when the nature of the work prevents an employee  
from being relieved of all duty and when by written agreement between the parties  
an on-the-job paid meal period is agreed to. The written agreement shall state that  
the employee may, in writing, revoke the agreement at any time.”

18 44. At all relevant times, Plaintiff was not subject to a valid on-duty meal period  
19 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**  
20 members were not subject to valid on-duty meal period agreements with Defendants.

21 45. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
22 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**  
23 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for  
24 each five (5) hour work period, as required by Labor Code section 512 ad the applicable Wage  
25 Order.

26 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
27 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**  
28 **Class** members when they worked five (5) hours without clocking out for any meal period.

50. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

**(Plaintiff and Rest Period Sub-Class)**

54. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to

1 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on  
2 each workday that the employee is not provided with the required rest period(s).

3 55. Compensation for missed rest periods constitutes wages within the meaning of Labor  
4 Code section 200.

5 56. Labor Code section 1198 makes it unlawful to employ a person under conditions that  
6 violate the Wage Order.

7 57. Plaintiff alleges that, at all relevant times during the applicable limitations period,  
8 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**  
9 with net rest period of at least ten minutes for each four hour work period, or major fraction thereof,  
10 as required by the applicable Wage Order.

11 58. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**  
12 **Class** members additional premium wages when required rest periods were not provided.

13 59. Specifically, Defendants written policies do not provide that employees may take a  
14 rest period for each four hours worked, or major fraction thereof, and that rest periods should be  
15 taken in the middle of each work period insofar as practicable.

16 60. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself  
17 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and  
18 costs of suit.

19 61. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
20 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and  
21 **Rest Period Sub-Class** members, seek to recover reasonable attorneys' fees.

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

24 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

25 **(Plaintiff and Hourly Employee Class)**

26 62. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
27 herein.

28 63. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have

1 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the  
2 applicable Wage Order.

3         64.     Section 2 of the applicable Wage Order defines “hours worked” as “the time during  
4 which an employee is subject to the control of the employer, and includes all the time the employee  
5 is suffered or permitted to work, whether or not required to do so.”

6         65.     Section 4 of the applicable Wage Order requires an employer to pay non-exempt  
7 employees at least the minimum wage set forth therein for all hours worked, which consist of all  
8 hours that an employer has actual or constructive knowledge that employees are working.

9         66.     Labor Code section 1194 invalidates any agreement between an employer and an  
10 employee to work for less than the minimum or overtime wage required under the applicable Wage  
11 Order.

12         67.     Labor Code section 1194.2 entitles non-exempt employees to recover liquidated  
13 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in  
14 addition to the underlying unpaid minimum wages and interest thereon.

15         68.     Labor Code section 1197 makes it unlawful for an employer to pay an employee less  
16 than the minimum wage required under the applicable Wage Order for all hours worked during a  
17 payroll period.

18         69.     Labor Code section 1197.1 provides that it is unlawful for any employer or any other  
19 person acting either individually or as an officer, agent or employee of another person, to pay an  
20 employee, or cause an employee to be paid, less than the applicable minimum wage.

21         70.     Labor Code section 1198 makes it unlawful for employers to employ employees  
22 under conditions that violate the applicable Wage Order.

23         71.     Labor Code section 204 requires employers to pay non-exempt employees their  
24 earned wages for the normal work period at least twice during each calendar month on days the  
25 employer designates in advance and to pay non-exempt employees their earned wages for labor  
26 performed in excess of the normal work period by no later than the next regular payday.

27         72.     Labor Code section 223 makes it unlawful for employers to pay their employees  
28 lower wages than required by contract or statute while purporting to pay them legal wages.

1           73. Labor Code section 510 and Section 3 of the applicable Wage Order require  
2 employees to pay non-exempt employees overtime wages of no less than one and one-half times  
3 their respective regular rates of pay for all hours worked in excess of eight hours in one workday, all  
4 hours worked in excess of forty hours in one workweek, and/or for the first eight hours worked on  
5 the seventh consecutive day of one workweek.

6           74. Labor Code section 510 and Section 3 of the applicable Wage Order also require  
7 employers to pay non-exempt employees overtime wages of no less than two times their respective  
8 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours  
9 worked in excess of eight hours on a seventh consecutive workday during the workweek.

10           75. Plaintiff is informed and believes that, at all relevant times, Defendants have applied  
11 centrally devised policies and practices to her and **Hourly Employee Class** members with respect  
12 to working conditions and compensation arrangements.

13           76. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**  
14 **Employee Class** members for all time worked, including but not limited to, overtime hours at  
15 statutory and/or agreed rates.

16           77. At all relevant times during the applicable limitations period, Defendants maintained  
17 a policy or practice of deducting one-half hour from Plaintiff's timecard on every workday for a  
18 meal period, regardless of whether or not Plaintiff was provided with a legally complaint,  
19 uninterrupted meal period.

20           78. As a result of Defendants' policy or practice of deducting one-half hour from  
21 employees' timecards for every workday for a meal period, Plaintiff and **Hourly Employee Class**  
22 members were required to perform off-the-clock work that Defendants either knew or should have  
23 known they were working.

24           79. At all relevant times, Defendants failed to pay hourly wages to Plaintiff for all time  
25 worked, including but not limited to, overtime wages at statutory and/or agreed rates by suffering or  
26 permitting her to work during unpaid meal periods and/or failing to properly pay Plaintiff for all  
27 overtime hours worked.

28           80. Plaintiff is informed and believes that, at all relevant times during the applicable

1 limitations period, Defendants maintained a policy or practice of not paying hourly wages to  
2 **Hourly Employee Class** members for all time worked, including but not limited to, overtime hours  
3 at statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

4 81. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**  
5 **Employee Class** members all earned wages every pay period at the correct rates, including  
6 overtime rates, because Defendants directed, permitted or otherwise encouraged Plaintiff and  
7 **Hourly Employee Class** members to perform off-the-clock work.

8 82. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**  
9 members have suffered damages in an amount, subject to proof, to the extent they were not paid the  
10 full amount of wages earned during each pay period during the applicable limitations period,  
11 including overtime wages.

12 83. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on  
13 behalf of herself and **Hourly Employee Class** members, seek to recover unpaid straight time and  
14 overtime wages, interest thereon and costs of suit.

15 84. The regular rate of pay under California law includes all remuneration for  
16 employment paid to, on behalf of, the employee. This requirement includes but is not limited to,  
17 meal and rest break premiums.

18 85. During the applicable limitations period, Defendants violated the rights of Plaintiff  
19 and **Hourly Employee Class** members under the above-referenced Labor Code sections by failing  
20 to pay them overtime wages for all overtime hours worked in violation of Labor Code sections 510,  
21 1194 and 1198 by not correctly calculating their regular rate of pay to include all applicable  
22 remuneration, including but not limited to, meal and rest break premiums.

23 86. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the  
24 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and  
25 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

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**FOURTH CAUSE OF ACTION**

**FAILURE TO INDEMNIFY**

**(Lab. Code § 2802)**

**(Plaintiff and Expense Reimbursement Class)**

87. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

88. Labor Code section 2802(a) states:

“An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

89. At all relevant times during the applicable limitations period, Plaintiff and the **Expense Reimbursement Class** members incurred necessary business-related expenses and costs, including but not limited to, use of their personal cell phones.

90. Plaintiff is informed and believes that, during the applicable limitations period, Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense Reimbursement Class** members for all necessary business expenses.

91. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to restitution for all unpaid amounts due and owing to within four years of the date of the filing of the Complaint and until the date of entry of judgment.

92. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seek interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees pursuant to Code of Civil Procedure section 1021.5.

**FIFTH CAUSE OF ACTION**

**FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

**(Lab. Code § 226)**

**(Plaintiff and Wage Statement Penalties Sub-Class)**

93. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.



1 94. Labor Code section 226(a) states:

2 “An employer, semimonthly or at the time of each payment of wages, shall furnish to  
3 his or her employee, either as a detachable part of the check, draft, or voucher paying  
4 the employee’s wages, or separately if wages are paid by personal check or cash, an  
5 accurate itemized statement in writing showing (1) gross wages earned, (2) total  
6 hours worked by the employee, except as provided in subdivision (j), (3) the number  
7 of piece-rate units earned and any applicable piece rate if the employee is paid on a  
8 piece-rate basis, (4) all deductions, provided that all deductions made on written  
9 orders of the employee may be aggregated and shown as one item, (5) net wages  
10 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
11 name of the employee and only the last four digits of his or her social security  
12 number or an employee identification number other than a social security number,  
13 (8) the name and address of the legal entity that is the employer and, if the employer  
14 is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name  
and address of the legal entity that secured the services of the employer, and (9) all  
applicable hourly rates in effect during the pay period and the corresponding number  
of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if  
the employer is a temporary services employer as defined in Section 201.3, the rate  
of pay and the total hours worked for each temporary services assignment. The  
deductions made from payment of wages shall be recorded in ink or other indelible  
form, properly dated, showing the month, day, and year, and a copy of the statement  
and the record of the deductions shall be kept on file by the employer for at least  
three years at the place of employment or at a central location within the State of  
California. For purposes of this subdivision, ‘copy’ includes a duplicate of the  
itemized statement provided to an employee or a computer-generated record that  
accurately shows all of the information required by this subdivision.”

15 95. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize  
16 the “detachable part of the check” provision and the “accurate itemized statement in writing”  
17 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each  
18 employee retains the right to elect to receive a written paper stub or record and that those who are  
19 provided with electronic wage statements retain the ability to easily access the information and  
20 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion  
21 Letter July 6, 2006).

22 96. Plaintiff is informed and believes that, at all relevant times during the applicable  
23 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**  
24 members with written wage statements as described above.

25 97. Plaintiff is informed and believes that Defendants’ failure to provide her and **Wage**  
26 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in  
27 that Defendants have the ability to provide them with accurate wage statements but have  
28 intentionally provided them with written wage statements that Defendants have known do not

1 comply with Labor Code section 226(a).

2       98. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,  
3 in that Defendants have violated their legal rights to receive accurate wage statements and have  
4 misled them about their actual rates of pay and wages earned. In addition, inaccurate information  
5 on their wage statements have prevented immediate challenges to Defendants' unlawful pay  
6 practices, has required discovery and mathematical computations to determine the amount of wages  
7 owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or  
8 has led to the submission of inaccurate information about wages and deductions to federal and state  
9 government agencies.

10       99. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**  
11 **Statement Penalties Sub-Class** members, seek the greater of actual damages or \$50.00 for the  
12 initial pay period in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each  
13 subsequent pay period in which a violation of Labor Code section 226(a) occurred, not to exceed an  
14 aggregate penalty of \$4000.00 per class member, as well as awards of reasonable attorneys' fees  
15 and costs.

16                                   **SIXTH CAUSE OF ACTION**

17                                   **FAILURE TO TIMELY PAY ALL FINAL WAGES**

18                                   **(Lab. Code §§ 201-203)**

19                                   **(Plaintiff and Waiting Time Penalties Sub-Class)**

20       100. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
21 herein.

22       101. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members  
23 have been entitled, upon the end of their employment with Defendants, to timely payment of all  
24 wages earned and unpaid before termination or resignation.

25       102. At all relevant times, pursuant to Labor Code section 201, employees who have been  
26 discharged have been entitled to payment of all final wages immediately upon termination.

27       103. At all relevant times, pursuant to Labor Code section 202, employees who have  
28 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to

1 payment of all final wages at the time of resignation.

2 104. At all relevant times, pursuant to Labor Code section 202, employees who have  
3 resigned after giving less than seventy-two (72) hours' notice of resignation have been entitled to  
4 payment of all final wages within seventy-two (72) hours of giving notice of resignation.

5 105. During the applicable limitations period, Defendants failed to pay Plaintiff all of her  
6 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

7 106. Plaintiff is informed and believes that, at all relevant time during the applicable  
8 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**  
9 members all of their final wages in accordance with the Labor Code.

10 107. Plaintiff is informed and believes that, at all relevant times during the applicable  
11 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**  
12 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code  
13 sections 201 or 202 by failing to timely pay them all final wages.

14 108. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to  
15 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been  
16 willful in that Defendants have the ability to pay final wages in accordance with Labor Code  
17 sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible  
18 with those requirements.

19 109. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and  
20 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their  
21 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

22 110. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine  
23 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**  
24 **Class** members, seek awards of reasonable attorneys' fees and costs.

25 ///

26 ///

27 ///

28 ///

**SEVENTH CAUSE OF ACTION**

**SHARING OF LIABILITY WITH A LABOR CONTRACTOR**

**(Lab. Code §§ 2810.3)**

**(Plaintiff and Hourly Employee Class)**

111. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

112. Labor Code section 2810.3(b) states, “A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for...[t]he payment of wages.”

113. Labor Code section 2810.3(c) states: “A client employer shall not shift to the labor contractor any legal duties or liabilities under Division 5 (commencing with Section 6300) with respect to workers supplied by the labor contractor.”

114. Labor Code section 2810.3(a)(1)(A) states: “‘Client employer’ means a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.”

115. Labor Code section 2810.3(a)(3) states: “‘Labor contractor’ means an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business.”

116. Labor Code section 2810.3(a)(4) states: “‘Wages’ has the same meaning provided by Section 200 and all sums payable to an employee or the state based upon any failure to pay wages, as provided by law.”

117. Labor Code section 2810.3(a)(6) states: “‘Usual course of business’ means the regular and customary work of a business, performed within or upon the premises or worksite of the client employer.”

118. At least 30 days prior to filing a civil action against a client employer for violations covered by this section, Plaintiff notified the client employer of violations under Labor Code section 2810.3. Plaintiff sent a letter notifying Defendants of violations on December 9, 2020.

119. Defendant Golden State FC, LLC served as a labor contractor under Labor Code

1 section 2810.3 by providing workers to Defendant Amazon.com, Inc.'s locations at set times to  
2 perform regular and customary duties in the usual course of its business, including but not limited to  
3 ensuring that inbound trucks were offloaded in a timely and proper manner at Defendants'  
4 warehouse, ensuring that outbound trucks were loaded correctly and were dispatched in a timely  
5 and efficient manner, ensuring that any truck carrying a load from the warehouse that was out on  
6 the road and experiencing problems was taken care of, creating reports concerning logistics  
7 activities conducted at the warehouse that were sent to management, as well as monitoring and  
8 attending to myriad other problems occurring at the worksite, including, occasionally, on the  
9 production floor.

10 120. As such, Amazon.com, Inc. is a client employer within the meaning of Labor Code  
11 section 2810.3(a)(1)(A).

12 121. Defendant Amazon.com, Inc. is required under Labor Code section 2810.3 to share  
13 with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that  
14 labor contractor for the payment of wages.

15 122. Defendant Amazon.com, Inc. had no meal or rest break policies for staffing  
16 employees during the relevant time period.

17 123. Plaintiff and the putative class members were not provided with meal periods of at  
18 least thirty (30) minutes for each five (5) hour work period due in part to (1) Defendants' policy of  
19 not scheduling each meal period as part of each work shift; (2) no formal written meal and rest  
20 period policy that encouraged employees to take their meal periods; and (3) practice of requiring  
21 Plaintiff and the putative class to carry around and listen to their walkie talkies during breaks to  
22 ensure work duties were being managed without incident.. As a result of Defendants' policy,  
23 Plaintiff and the putative class were regularly not provided with uninterrupted meal periods of at  
24 least thirty (30) minutes for each five (5) hours worked.

25 124. Plaintiff and the putative class members were not provided with rest periods of at  
26 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)  
27 Defendants' policy of not scheduling each rest period as part of each work shift; (2) understaffing  
28 each work shift with not enough workers; (3) imposing so much work on each employee such that it

1 made it unlikely that an employee would be able to take their breaks if they wanted to finish their  
2 work on time; and (4) no formal written rest period policy that encouraged employees to take their  
3 rest periods; and (5) requiring that Plaintiff and the putative class members maintain a walkie talkie  
4 on their person at all times to respond immediately to any and all work related situations happening  
5 at any given moment. As a result of Defendants' policy, Plaintiff and the putative class were  
6 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)  
7 hours worked.

8 125. Plaintiff and the putative class were not provided with accurate wage statements as  
9 mandated by law pursuant to Labor Code section 226.

10 126. Defendants failed to pay Plaintiff all of her final wages in accordance with the Labor  
11 Code. Defendants have maintained a policy or practice of paying members their final wages without  
12 regard to the requirements of Labor Code sections 201 or 202.

13 **EIGHTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

16 **(Plaintiff and UCL Class)**

17 127. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged  
18 herein.

19 128. Business and Professions Code section 17200 defines "unfair competition" to  
20 include any unlawful business practice.

21 129. Business and Professions Code section 17203-17204 allow a person who has lost  
22 money or property as a result of unfair competition to bring a class action in accordance with Code  
23 of Civil Procedure section 382 to recover money or property that may have been acquired from  
24 similarly situated persons by means of unfair competition.

25 130. California law requires employers to pay hourly, non-exempt employees for all hours  
26 they are permitted or suffered to work, including hours that the employer knows or reasonable  
27 should know that employees have worked.

28 131. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,

1 SECOND, THIRD, FOURTH, FIFTH and SIXTH causes of action herein.

2 132. Plaintiff lost money or property as a result of the aforementioned unfair competition.

3 133. Defendants have or may have acquired money by means of unfair competition.

4 134. Plaintiff is informed and believes and thereupon alleges that by committing the  
5 Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215,  
6 216, 225, 226.6, 354, 408, 553, 1175, 1199 and 2802, which make it a misdemeanor to commit the  
7 Labor Code violations alleged herein.

8 135. Defendants have committed criminal conduct through their policies and practices of,  
9 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-  
10 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each  
11 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,  
12 and by failing to reimburse them for all expenses.

13 136. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt  
14 employees and entitled to the full protections of both the Labor Code and the applicable Wage  
15 Order.

16 137. Defendants' unlawful conduct as alleged in this Complaint amounts to and  
17 constitutes unfair competition within the meaning of Business and Professions Code section 17200  
18 *et seq.* Business and Professions Code sections 17200 *et seq.* protects against unfair competition  
19 and allows a person who has suffered an injury-in-fact and has lost money or property as a result of  
20 an unfair, unlawful or fraudulent business practice to seek restitution on her own behalf and on  
21 behalf of similarly situated persons in a class action proceeding.

22 138. As a result of Defendants' violations of the Labor Code during the applicable  
23 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form  
24 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'  
25 conduct.

26 139. Plaintiff is informed and believes that other similarly situated persons have been  
27 subject to the same unlawful policies or practices of Defendants.

28 140. Due to the unfair and unlawful business practices in violation of the Labor Code,



1 Defendants have gained a competitive advantage over other comparable companies doing business  
2 in the State of California that comply with their legal obligations.

3 141. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive  
4 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act  
5 violates or is considered unlawful under any other state or federal law.

6 142. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs  
7 request the issuance of temporary, preliminary and permanent injunctive relief enjoining  
8 Defendants, and each of them, and their agents and employees, from further violations of the Labor  
9 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek  
10 an order permanently enjoining Defendants, and each of them, and their respective agents and  
11 employees, from further violations of the Labor Code and applicable Industrial Welfare  
12 Commission Wage Orders.

13 143. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of  
14 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully  
15 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful  
16 and unfair business practices.

17 144. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine  
18 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover  
19 reasonable attorneys' fees in connection with their unfair competition claims.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for  
22 relief and judgment against Defendants as follows:

- 23 (1) An order that the action be certified as a class action;  
24 (2) An order that Plaintiff be appointed class representative;  
25 (3) An order that counsel for Plaintiff be appointed class counsel;  
26 (4) Unpaid wages;  
27 (5) Actual damages;  
28 (6) Liquidated damages;

- (7) Restitution;
- (8) Declaratory relief;
- (9) Pre-judgment interest;
- (10) Statutory penalties;
- (11) Costs of suit;
- (12) Reasonable attorneys' fees; and
- (13) Such other relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of herself and all other similarly situated, hereby demands a jury trial on all issues so triable.

Dated: February 8, 2021

SETAREH LAW GROUP

DocuSigned by:

*Chaim S. Setareh*

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SHAUN SETAREH  
THOMAS SEGAL  
FARRAH GRANT  
Attorneys for Plaintiff  
LOVENIA SCOTT

# **EXHIBIT C**

DocuSign Envelope ID: 40E01850-755E-437C-B79A-751A0E6A3E71

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ATTORNEY FOR (Name): LOVENIA SCOTT

FOR COURT USE ONLY

ELECTRONICALLY

**FILED**Superior Court of California,  
County of San Francisco**02/08/2021**  
**Clerk of the Court**BY: RONNIE OTERO  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

STREET ADDRESS: 161 North First Street

MAILING ADDRESS: 161 North First Street

CITY AND ZIP CODE: San Jose, CA 95113

BRANCH NAME: Old Courthouse

CASE NAME:

LOVENIA SCOTT v. GOLDEN STATE, FC, LLC et al.

**CIVIL CASE COVER SHEET**

☒ **Unlimited**  
(Amount  
demanded  
exceeds \$25,000)

☐ **Limited**  
(Amount  
demanded is  
\$25,000)

**Complex Case Designation**

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

CASE NUMBER:

**CGC-21-589695**

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:**Auto Tort**

☐ Auto (22)  
☐ Uninsured motorist (46)

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

☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)

**Non-PI/PD/WD (Other) Tort**

☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

**Employment**

☐ Wrongful termination (36)  
☒ Other employment (15)

**Contract**

☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)

**Other contract (37)****Real Property**

☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

**Unlawful Detainer**

☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

**Judicial Review**

☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

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

☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**

☐ RICO (27)  
☐ Other complaint (not specified above) (42)

**Miscellaneous Civil Petition**

☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☒ Large number of separately represented parties d. ☒ Large number of witnesses  
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☒ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
c. ☒ Substantial amount of documentary evidence f. ☒ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Eight

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

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

Date: February 8, 2021

Shaun Setareh

(TYPE OR PRINT NAME)

Shaun S. Setareh

43B53C1C1D1B1A5

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

Page 1 of 2



**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****CM-010**

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

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

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

**CASE TYPES AND EXAMPLES****Auto Tort**

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

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

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

**Non-PI/PD/WD (Other) Tort**

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

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

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

**Real Property**

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

**Unlawful Detainer**

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

**Judicial Review**

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

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

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

**Enforcement of Judgment**

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

**Miscellaneous Civil Complaint**

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

**Miscellaneous Civil Petition**

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

# **EXHIBIT D**



### **NOTICE TO PLAINTIFF**

A Case Management Conference is set for:

**DATE: JUL-14-2021**

**TIME: 10:30AM**

**PLACE: Department 610  
400 McAllister Street  
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference. However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed and served twenty-five days before the case management conference.

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state. **This case is eligible for electronic filing and service per Local Rule 2.11. For more information, please visit the Court's website at [www.sfsuperiorcourt.org](http://www.sfsuperiorcourt.org) under Online Services.**

**[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]**

### **ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS**

**IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE SHOULD PARTICIPATE IN MEDIATION, ARBITRATION, NEUTRAL EVALUATION, AN EARLY SETTLEMENT CONFERENCE, OR OTHER APPROPRIATE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.**

**(SEE LOCAL RULE 4)**

Plaintiff **must** serve a copy of the Alternative Dispute Resolution (ADR) Information Package on each defendant along with the complaint. (CRC 3.221.) The ADR package may be accessed at [www.sfsuperiorcourt.org/divisions/civil/dispute-resolution](http://www.sfsuperiorcourt.org/divisions/civil/dispute-resolution) or you may request a paper copy from the filing clerk. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the ADR Information Package prior to filing the Case Management Statement.

Superior Court Alternative Dispute Resolution Administrator  
400 McAllister Street, Room 103-A  
San Francisco, CA 94102  
(415) 551-3869

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.



# **EXHIBIT E**



## Notice of Service of Process

null / ALL  
Transmittal Number: 22823211  
Date Processed: 02/28/2021

**Primary Contact:** Ms. Lynn Radliff  
Amazon.Com, Inc.  
440 Terry Ave N  
Seattle, WA 98109-5210

**Electronic copy provided to:** Michelle King  
Eugide Matondo  
Lynn Foley-Jefferson  
Maria Catana  
Joell Parks  
Theresa Nixon  
Marcela Viegas  
Rochelle Lewis  
Stephanie Habben  
Vivian Ching  
Jesse Jensen  
Kimberly Thomas  
Stephen Swisher  
Sara Rawson  
Rebecca Hartley  
Lizette Fernandez  
Karen Curtis  
Gianmarco Vairo

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**Entity:** Amazon.com, Inc.  
Entity ID Number 1662773

**Entity Served:** Amazon.Com, Inc.

**Title of Action:** Lovenia Scott vs. Golden State, FC, LLC.

**Matter Name/ID:** Lovenia Scott vs. Golden State, FC, LLC. (11001368)

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Class Action

**Court/Agency:** San Francisco County Superior Court, CA

**Case/Reference No:** CGC-21-589695

**Jurisdiction Served:** Delaware

**Date Served on CSC:** 02/26/2021

**Answer or Appearance Due:** 30 Days

**Originally Served On:** CSC

**How Served:** Personal Service

**Sender Information:** Shaun Setareh  
310-888-7771

**Client Requested Information:** Amazon Case Type: Class Action

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

# **EXHIBIT F**

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): none , none Law Office of Shaun Setareh 9665 Wilshire Blvd., Suite 430 Beverly Hills, CA 90212 TELEPHONE NO.: (310)888-7771 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY  ELECTRONICALLY <b>FILED</b> Superior Court of California, County of San Francisco  <b>03/03/2021</b> Clerk of the Court BY: YOLANDA TABO-RAMIREZ Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, San Francisco County 400 McAllister Street San Francisco, CA 94102	
PLAINTIFF/PETITIONER: Lovenia Scott, et al.  DEFENDANT/RESPONDENT: Golden State, FC, LLC, et al.	CASE NUMBER: CGC-21-589695
<b>PROOF OF SERVICE OF SUMMONS</b>	Ref. No. or File No.: GOLDEN STATE WH

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Complaint, Civil Case Cover Sheet, Summons, Notice of Case Management Conference

3. a. Party served: AMAZON.COM, INC., a Delaware Corporation

b. Person Served: Lynanne Gares—CSC - Person Authorized to Accept Service of Process

4. Address where the party was served: 251 Little Falls Dr.  
 Wilmington, DE 19808

5. I served the party

a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 02/26/2021 (2) at (time): 3:25PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

AMAZON.COM, INC., a Delaware Corporation  
 under: CCP 416.10 (corporation)

7. **Person who served papers**

a. Name: Danielle Stevens  
 b. Address: One Legal - P-000618-Sonoma  
 1400 North McDowell Blvd, Ste 300  
 Petaluma, CA 94954

c. Telephone number: 415-491-0606

d. The fee for service was: \$ 130.00

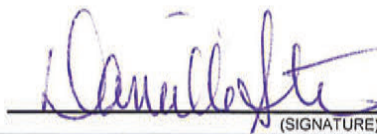
e I am:

(1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 02/26/2021

Danielle Stevens  
 (NAME OF PERSON WHO SERVED PAPERS)

  
 (SIGNATURE)

# EXHIBIT G

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): none , none Law Office of Shaun Setareh 9665 Wilshire Blvd., Suite 430 Beverly Hills, CA 90212 TELEPHONE NO.: (310)888-7771 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY  ELECTRONICALLY <b>FILED</b> <i>Superior Court of California,          County of San Francisco</i> <b>03/03/2021</b> <b>Clerk of the Court</b> BY: YOLANDA TABO-RAMIREZ Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, San Francisco County 400 McAllister Street San Francisco, CA 94102	
PLAINTIFF/PETITIONER: Lovenia Scott, et al. DEFENDANT/RESPONDENT: Golden State, FC, LLC, et al.	CASE NUMBER: CGC-21-589695
<b>PROOF OF SERVICE OF SUMMONS</b>	Ref. No. or File No.: GOLDEN STATE WH

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action.
2. I served copies of: Complaint, Civil Case Cover Sheet, Summons, Notice of Case Management Conference

3. a. Party served: GOLDEN STATE, FC, LLC., a Delaware Limited Liability Company

b. Person Served: Lynanne Gares—CSC - Person Authorized to Accept Service of Process

4. Address where the party was served: 251 Little Falls Dr.  
 Wilmington, DE 19808

5. I served the party

a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 02/26/2021 (2) at (time): 3:25PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

GOLDEN STATE, FC, LLC., a Delaware Limited Liability Company  
 under: Other: Limited Liability Company

**7. Person who served papers**

a. Name: Danielle Stevens  
 b. Address: One Legal - P-000618-Sonoma  
 1400 North McDowell Blvd, Ste 300  
 Petaluma, CA 94954

c. Telephone number: 415-491-0606

d. The fee for service was: \$ 130.00

e I am:

(1) Not a registered California process server.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 02/26/2021

Danielle Stevens

(NAME OF PERSON WHO SERVED PAPERS)

  
 (SIGNATURE)