

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE**

**FILED ELECTRONICALLY**

DAVID C. SALDANA, LADAISJA  
BREWSTER, MONICA CARLIN, and  
KHADIJAH ROBERTSON, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

AMAZON.COM, LLC, a Delaware Limited  
Liability Corporation; SMX, LLC, an Illinois  
Limited Liability Company; STAFF  
MANAGEMENT, LLC, an Illinois Limited  
Liability Company, GOLDEN STATE FC,  
LLC, a Washington Limited Liability Company  
and DOES 1 through 10, inclusive,

Defendants.

Master File MDL No. 14-MD-2504  
The Hon. John G. Heyburn II

**DEFENDANTS AMAZON.COM, LLC  
AND GOLDEN STATE FC, LLC'S  
ANSWER AND DEFENSES TO  
PLAINTIFFS' SECOND AMENDED  
CLASS ACTION COMPLAINT**

Defendants Amazon.com, LLC and Golden State FC, LLC (the "Amazon Defendants"), for themselves and no other defendant, respond to the allegations contained in the Second Amended Class Action Complaint (the "Complaint") filed by plaintiffs David C. Saldana, LaDaisja Brewster, Monica Carlin, and Khadijah Robertson (collectively, "Plaintiffs") as follows:

Answering the first, unnumbered paragraph of the Complaint, the Amazon Defendants admit that Plaintiffs filed this action, which purports to assert claims on behalf of a class as defined in the Complaint, but deny that Plaintiffs state a claim or that any portion of the Complaint is suitable for class treatment. Except as expressly admitted, the Amazon Defendants deny the allegations of the first unnumbered paragraph.

## I. INTRODUCTION<sup>1</sup>

1. Answering Paragraph 1 of the Complaint, the Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, employees and visitors alike, are required to pass through security screening. The allegations in Paragraph 1 of the Complaint alleging violation by the Amazon Defendants of “California law,” “the Private Attorney General Act (PAGA),” and “California Labor Code Section 203” are conclusions of law to which no response is required. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 1.

2. Answering Paragraph 2 of the Complaint, the Amazon Defendants admit that Plaintiffs seek a class and/or representative action on the terms set forth in the first sentence of Paragraph 2 of the Complaint. The Amazon Defendants deny that Plaintiffs are entitled to do so. The Amazon Defendants further acknowledge that Plaintiffs refer to the Amazon Defendants, defendant SMX, LLC (“SMX”), and defendant Staff Management, LLC (“Staff Management”) as “Joint Employers of the warehouse fulfillment employees in California,” but deny that such a joint employer relationship existed at any time during the putative class period. Further, the allegations regarding whether Plaintiffs are “similarly situated” to other individuals are conclusions of law to which no response is required. The Amazon Defendants admit that Plaintiffs purport to bring claims pursuant to California Business & Professions Code Section 17200 and that Plaintiffs seek to obtain injunctive and/or declaratory relief pursuant to Business & Professions Code Section 17204, but deny that Plaintiffs have stated any such claim or have any such entitlement to relief. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 2.

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<sup>1</sup> The Amazon Defendants’ Answer incorporates all or portions of headings contained in the Complaint for ease of reference. The Amazon Defendants do not construe such captions to constitute allegations of fact, but to the extent the Court deems the Complaint’s headings to contain factual contentions to which the Amazon Defendants must respond, the Amazon Defendants deny such allegations.

3. Answering Paragraph 3 of the Complaint, the Amazon Defendants admit that Amazon.com, LLC received a copy of a Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3 dated December 19, 2013 through its agent for service of process. The Amazon Defendants lack sufficient knowledge as to whether the Notice referenced in the Complaint as “Exhibit A” is a copy of the December 19, 2013 Notice because Plaintiffs did not attach any exhibits to or file any exhibits with their Complaint. On that basis, the Amazon Defendants deny that Amazon.com, LLC received a copy of the Notice referenced as “Exhibit A” in the Complaint. The Amazon Defendants lack sufficient knowledge as to whether Plaintiffs sent the Notice to SMX, Staff Management, DOES 1 to 10, or the California Labor and Workforce Development Agency (“LWDA”) or whether any of those entities responded to the Notice if it were sent and on that basis deny those allegations. The Amazon Defendants admit that Plaintiffs purport to seek to recover PAGA penalties through a representative action, but deny that Plaintiffs are entitled to do so. Plaintiffs’ allegations concerning the timeliness of their PAGA claim and whether the Notice was “sent pursuant to . . . PAGA” are conclusions of law to which no response is required. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 3.

4. Answering Paragraph 4 of the Complaint, the Amazon Defendants admit that the Amazon Defendants received a copy of Plaintiff Khadijah Robertson’s March 27, 2014 Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3 through their respective agents for service of process (“Robertson’s Notice”). Plaintiffs purport to attach Robertson’s Notice as Exhibit B to the Complaint, but Plaintiffs neither filed nor attached to the Complaint any such document. On that basis, the Amazon Defendants deny that they received a copy of the Notice referenced as “Exhibit B” in the Complaint. The Amazon Defendants lack sufficient knowledge as to whether Plaintiff Robertson sent Robertson’s Notice to SMX, Staff Management, DOES 1 to 10, or the LWDA and on that basis deny those allegations. The Amazon Defendants admit that Plaintiffs purport to seek to recover PAGA penalties through a representative action, but deny that Plaintiffs are entitled to do so. Plaintiffs’ allegations concerning the timeliness of their

PAGA claim and whether Robertson's Notice was "sent pursuant to . . . PAGA" are conclusions of law to which no response is required. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 4.

5. Answering Paragraph 5 of the Complaint, the Amazon Defendants lack sufficient knowledge as to whether the LWDA responded to Robertson's Notice and on that basis deny those allegations. The Amazon Defendants admit that Plaintiff Robertson purports to seek to recover PAGA penalties through a representative action, but deny that she is entitled to do so. The Amazon Defendants admit that Golden State FC, LLC was neither listed in nor served with the December 19, 2013 PAGA Notice. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 5.

## **II. JURISDICTION AND VENUE**

6. Answering Paragraph 6 of the Complaint, except to admit that Golden State FC, LLC has operated fulfillment centers in California during the putative class period, the Amazon Defendants state that the remaining allegations in Paragraph 6 are conclusions of law to which no response is required. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 6.

7. Answering Paragraph 7 of the Complaint, the Amazon Defendants state that the allegations in Paragraph 7 of the Complaint are conclusions of law to which no response is required. To the extent a response is deemed required, the Amazon Defendants deny the allegations of Paragraph 7.

8. Answering Paragraph 8 of the Complaint, the Amazon Defendants state that the allegations in Paragraph 8 of the Complaint are conclusions of law to which no response is required. To the extent a response is deemed required, the Amazon Defendants deny the allegations of Paragraph 8.

### **III. THE PARTIES**

#### **A. The Plaintiffs**

9. Answering Paragraph 9 of the Complaint, on information and belief, the Amazon Defendants admit that Plaintiff David Saldana is a California resident. The Amazon Defendants deny that either of them ever employed or terminated Plaintiff Saldana or that either of them served as joint employers with any other defendant. The Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, employees and visitors alike, are required to pass through security screening. The Amazon Defendants admit that effective January 8, 2013, Plaintiff Saldana ceased performing work at an Amazon Fulfillment Center. The Amazon Defendants lack sufficient information regarding Plaintiff Saldana's hourly rate of pay and therefore deny such allegations. The remainder of the allegations contained in Paragraph 9 are legal conclusions to which no response is required. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 9.

10. Answering Paragraph 10 of the Complaint, on information and belief, the Amazon Defendants admit that Plaintiff LaDaisja Brewster is a California resident. The Amazon Defendants deny that either of them ever employed or terminated Plaintiff Brewster or that either of them served as joint employers with any other defendant. The Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, employees and visitors alike, are required to pass through security screening. The Amazon Defendants admit that Plaintiff Brewster has ceased performing work at an Amazon Fulfillment Center, but deny that the date on which Plaintiff Brewster ceased performing such work was December 2, 2013. The Amazon Defendants lack sufficient information regarding Plaintiff Brewster's hourly rate of pay and therefore deny such allegations. The remainder of the allegations contained in Paragraph 10 are legal conclusions to which no response is required. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 10.

11. Answering Paragraph 11 of the Complaint, on information and belief, the Amazon Defendants admit that Plaintiff Monica Carlin is a California resident. The Amazon

Defendants deny that either of them ever employed or terminated Plaintiff Carlin or that either of them served as joint employers with any other defendant. The Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, employees and visitors alike, are required to pass through security screening. The Amazon Defendants admit that Plaintiff Carlin has ceased performing work at an Amazon Fulfillment Center, but deny that the date on which Plaintiff Carlin ceased performing such work was November 23, 2013. The Amazon Defendants lack sufficient information regarding Plaintiff Carlin's hourly rate of pay and therefore deny such allegations. The remainder of the allegations contained in Paragraph 11 are legal conclusions to which no response is required. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 11.

12. Answering Paragraph 12 of the Complaint, on information and belief, the Amazon Defendants admit that Plaintiff Robertson is a California resident. The Amazon Defendants deny that they were ever joint employers with any other defendant. The Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, employees and visitors alike, are required to pass through security screening. The Amazon Defendants aver that Plaintiff Robertson performed work as an employee of SMX at an Amazon Fulfillment Center from December 6, 2012 through September 21, 2013. The Amazon Defendants lack sufficient information regarding Plaintiff Robertson's hourly rate of pay when she was an SMX employee and therefore deny such allegations. The Amazon Defendants aver that Plaintiff Robertson was hired as nonexempt Golden State FC, LLC employee effective September 22, 2013. The Amazon Defendants aver that Plaintiff Robertson worked as an employee of Golden State FC, LLC until her termination on December 11, 2013. The Amazon Defendants further admit that during her employment with Golden State FC, LLC, Plaintiff Robertson's rate of pay was \$12 per hour. The remainder of the allegations contained in Paragraph 12 are legal conclusions to which no response is required. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 12.

13. Answering Paragraph 13 of the Complaint, the Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, employees and visitors alike, are required to pass through security screening. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 13.

14. Answering Paragraph 14 of the Complaint, the Amazon Defendants deny each and every allegation of Paragraph 14.

**B. The Defendants**

15. Answering Paragraph 15 of the Complaint, the Amazon Defendants deny that Amazon.com, LLC is a Delaware Liability Corporation and aver that it is a Delaware Limited Liability Company. The Amazon Defendants admit that Amazon.com, LLC is headquartered at 410 Terry Avenue, North in Seattle Washington and is engaged in business in California. The Amazon Defendants further admit that there are more than 50 Amazon Fulfillment Centers throughout the United States. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 15.

16. Answering Paragraph 16 of the Complaint, the Amazon Defendants are without knowledge or information sufficient to form a belief as to the allegations of Paragraph 16 and on that basis deny them.

17. Answering Paragraph 17 of the Complaint, the Amazon Defendants deny that Golden State FC, LLC is a Washington Limited Liability Company and aver that Golden State FC, LLC is a Delaware Limited Liability Company. The Amazon Defendants admit that Golden State FC, LLC is headquartered at 410 Terry Avenue, North in Seattle Washington and is engaged in business in California. The Amazon Defendants further admit that there are more than 50 Amazon Fulfillment Centers throughout the United States. The Amazon Defendants deny that Golden State FC, LLC is an entity primarily owned and controlled by Amazon.com LLC. The Amazon Defendants aver that Golden State FC, LLC is a wholly-owned subsidiary of Amazon Fulfillment Services, Inc., which is a wholly-owned subsidiary of Amazon.com, Inc.

Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 17.

18. Answering Paragraph 18 of the Complaint, the Amazon Defendants admit that they use temporary staffing agencies, including SMX and Staff Management, to source temporary workers at some of their Fulfillment Centers. Plaintiffs' allegation that temporary staffing agency employees "perform identical tasks as AMAZON employee[s] in the Fulfillment Center Warehouses" is vague and ambiguous and, therefore, requires no response. To the extent a response is required, the allegation is denied. The Amazon Defendants specifically deny that they "jointly hired, shared, and controlled employees as part of a common enterprise" with temporary staffing agencies and that they "jointly employ" any hourly workers with any temporary staffing agency. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 18.

19. Answering Paragraph 19 of the Complaint, the Amazon Defendants admit that employees of SMX and Staff Management provide services at various Amazon Fulfillment Centers and that the Amazon Defendants have agreements with Staff Management or SMX for their provision of staffing services at various Amazon Fulfillment Centers, the terms of which agreements govern such relationships and speak for themselves. To the extent the allegations of Paragraph 19 of the Complaint are inconsistent with those agreements, they are denied. The Amazon Defendants lack sufficient knowledge as to how SMX, Staff Management, and any other temporary staffing agency record employment data and on that basis deny such allegations. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 19.

20. Answering Paragraph 20 of the Complaint, the Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, including Plaintiffs, are required to pass through security screening. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 20.



21. Answering Paragraph 21 of the Complaint, the Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, including Plaintiffs, are required to pass through security screening. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 21.

22. Answering Paragraph 22 of the Complaint, the Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, including Plaintiffs, must pass through security screening. The Amazon Defendants aver that time spent by employees passing through security screening when leaving Amazon Fulfillment Centers does not require compensation under controlling law. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 22.

23. Answering Paragraph 23 of the Complaint, the allegations of Paragraph 23 constitute conclusions of law and a purported declaration of Plaintiffs' future intent to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 23.

24. Answering Paragraph 24 of the Complaint, the Amazon Defendants admit that employees of SMX and Staff Management provide services at various Amazon Fulfillment Centers and that the Amazon Defendants have agreements with SMX or Staff Management for their provision of staffing services at various Amazon Fulfillment Centers, the terms of which agreements govern such relationships and speak for themselves. To the extent the allegations of Paragraph 24 of the Complaint are inconsistent with those agreements, they are denied. The remaining allegations of Paragraph 24 of the Complaint are legal conclusions to which no response is required. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 24.

25. Answering Paragraph 25 of the Complaint, the Amazon Defendants admit that Plaintiffs purport to seek to recover PAGA penalties through a representative action, but deny that Plaintiffs are entitled to do so. The Amazon Defendants admit that Plaintiffs purport to attach as Exhibits A and B to the Complaint a copy of Notices, but Plaintiffs did not attach any

such exhibits to their Complaint and on that basis, the Amazon Defendants deny that the purported Notices show compliance with Labor Code § 2699.3, demonstrate that Plaintiffs are aggrieved employees, or establish that they have standing to bring a representative action under PAGA. The Amazon Defendants lack sufficient knowledge as to what or whether Plaintiffs received notices of cure, if any, from SMX or Staff Management and as to whether Plaintiffs received a notice of investigation from the State of California Labor and Workforce Development Agency, and on that basis deny those allegations. The Amazon Defendants admit that neither of them provided a notice of cure to Plaintiffs as neither has committed any violation that requires a cure and further neither Plaintiffs Saldana, Brewster, nor Carlin were ever employed by the Amazon Defendants. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 25.

#### **IV. GENERAL ALLEGATIONS**

26. Answering Paragraph 26 of the Complaint, the Amazon Defendants deny that they employed any of the Plaintiffs, other than Golden State FC, LLC's employment of Plaintiff Robertson from September 22, 2013 until December 11, 2013. The Amazon Defendants admit that each of the Plaintiffs provided services at an Amazon Fulfillment Center in California. The remainder of the allegations of Paragraph 26 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny such allegations.

27. Answering Paragraph 27 of the Complaint, the Amazon Defendants admit that they hire hourly employees who work in their California Fulfillment Centers, although they deny that they hired or employed Plaintiffs other than Golden State FC, LLC's employment of Plaintiff Robertson from September 22, 2013 to December 11, 2013. The Amazon Defendants further admit that all persons leaving Amazon Fulfillment Centers, including Plaintiffs, are required to pass through security screening. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 27.

28. Answering Paragraph 28 of the Complaint, the Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers, including Plaintiffs, are required to pass through

security screening and aver that time spent passing through security screening when leaving Amazon Fulfillment Centers does not require compensation under controlling law. The allegations of Paragraph 28 regarding security policies being “systematic and continuous” are conclusions of law to which no response is required. To the extent a response is required, the Amazon Defendants deny such allegations. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 28.

29. Answering Paragraph 29 of the Complaint, the Amazon Defendants admit that all persons, including Plaintiffs, leaving Amazon Fulfillment Centers are required to pass through security screening. The Amazon Defendants deny that break areas are beyond the security screening area in all Amazon Fulfillment Centers. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 29.

30. Answering Paragraph 30 of the Complaint, the Amazon Defendants state that the allegations contained in Paragraph 30 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 30.

31. Answering Paragraph 31 of the Complaint, the Amazon Defendants aver that time spent passing through security screening when leaving Amazon Fulfillment Centers does not require compensation under controlling law. The remaining allegations in Paragraph 31 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 31.

32. Answering Paragraph 32 of the Complaint, the Amazon Defendants state that the allegations contained in Paragraph 32 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 32.

33. Answering Paragraph 33 of the Complaint, the Amazon Defendants state that the allegations contained in Paragraph 33 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 33.

## V. CLASS ACTION ALLEGATIONS

34. Answering Paragraph 34 of the Complaint, the Amazon Defendants admit that Plaintiffs purport to bring this action on behalf of themselves and a putative class described in Paragraph 34 of the Complaint, but the Amazon Defendants deny the allegations of Paragraph 34 and deny that Plaintiffs' claims are amenable to class-wide adjudication.

35. Answering Paragraph 35 of the Complaint, the Amazon Defendants admit that Plaintiffs purport to bring this action on behalf of themselves and putative subclasses described in subparagraphs A-H of Paragraph 35 of the Complaint, but the Amazon Defendants deny the allegations of Paragraph 35 and deny that Plaintiffs' claims are amenable to class-wide adjudication.

36. Answering Paragraph 36 of the Complaint, the allegations of Paragraph 36 constitute conclusions of law and a purported declaration of Plaintiffs' future intent to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 36.

37. Answering Paragraph 37 of the Complaint, the Amazon Defendants state that the allegations contained in Paragraph 37 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 37.

### A. **Numerosity**

38. Answering Paragraph 38 of the Complaint (misnumbered as paragraph 34), the Amazon Defendants state that the allegations contained in Paragraph 38 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 38.

### B. **Commonality**

39. Answering Paragraph 39 of the Complaint (misnumbered as paragraph 35), the Amazon Defendants state that the allegations contained in Paragraph 39 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 39.

**C. Typicality**

40. Answering Paragraph 40 of the Complaint (misnumbered as paragraph 36), the Amazon Defendants state that the allegations contained in Paragraph 40 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 40.

**D. Adequacy of Representation**

41. Answering Paragraph 41 of the Complaint (misnumbered as paragraph 37), the Amazon Defendants state that the allegations contained in Paragraph 41 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 41.

**E. Superiority of Class Action**

42. Answering Paragraph 42 of the Complaint (misnumbered as paragraph 38), the Amazon Defendants state that the allegations contained in Paragraph 42 are legal conclusions to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 42.

**VI. CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**Failure to Pay Hourly Wages, Alternatively Minimum Wages  
(On Behalf of All Plaintiffs, individually, and the Unpaid Straight Time Subclass as against  
All Defendants)**

43. The Amazon Defendants incorporate by reference herein all preceding paragraphs of this Answer and Defenses to Plaintiffs' Complaint.

44. Answering Paragraph 44 of the Complaint (misnumbered as paragraph 40), the Amazon Defendants deny the allegations of Paragraph 44.

45. Answering Paragraph 45 of the Complaint (misnumbered as paragraph 41), the Amazon Defendants state that the allegations contained in Paragraph 45 are recitations of law to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 45.

46. Answering Paragraph 46 of the Complaint (misnumbered as paragraph 42), the Amazon Defendants state that the allegations contained in Paragraph 46 are conclusions of law to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 46.

47. Answering Paragraph 47 of the Complaint (misnumbered as paragraph 43), the Amazon Defendants aver that the time spent passing through security screening when leaving Amazon Fulfillment Centers does not require compensation under controlling law. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 47.

48. Answering Paragraph 48 of the Complaint (misnumbered as paragraph 44), the Amazon Defendants state that the allegations contained in Paragraph 48 are conclusions of law to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 48.

**SECOND CAUSE OF ACTION**

**Failure to Pay Overtime Wages**

**(On Behalf of All Plaintiffs, individually, and the Unpaid Overtime Subclass as against All Defendants)**

49. The Amazon Defendants incorporate by reference herein all preceding paragraphs of this Answer and Defenses to Plaintiffs' Complaint.

50. Answering Paragraph 50 of the Complaint (misnumbered as paragraph 46), the Amazon Defendants admit that all persons leaving Amazon Fulfillment Centers are required to pass through security screening and aver that time spent passing through security screening when leaving Amazon Fulfillment Centers does not require compensation under controlling law. Except as expressly admitted, the Amazon Defendants deny the remaining allegations of Paragraph 50.

51. Answering Paragraph 51 of the Complaint (misnumbered as paragraph 47), the Amazon Defendants state that the allegations contained in Paragraph 51 are recitations of law to which no response is required.

52. Answering Paragraph 52 of the Complaint (misnumbered as paragraph 48), the Amazon Defendants state that the allegations contained in Paragraph 52 are conclusions of law to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 52.

### **THIRD CAUSE OF ACTION**

#### **Failure to Provide Meal Periods or Compensation in Lieu Thereof (On Behalf of All Plaintiffs, individually, and the First Meal Period Subclass and the Second Meal Period Subclass as against All Defendants)**

53. The Amazon Defendants incorporate by reference herein all preceding paragraphs of this Answer and Defenses to Plaintiffs' Complaint.

54. Answering Paragraph 54 of the Complaint (misnumbered as paragraph 50), the Amazon Defendants deny the allegations of Paragraph 54.

55. Answering Paragraph 55 of the Complaint (misnumbered as paragraph 51), the Amazon Defendants deny the allegations of Paragraph 55.

56. Answering Paragraph 56 of the Complaint (misnumbered as paragraph 52), the Amazon Defendants admit that Plaintiffs seek relief under the Third Cause of Action and seek class treatment, but deny that Plaintiffs have entitlement to any such relief and that the Third Cause of Action is amenable to class-wide adjudication. Except as expressly admitted, the Amazon Defendants deny the allegations of Paragraph 56.

### **FOURTH CAUSE OF ACTION**

#### **Failure to Provide Rest Periods or Compensation in Lieu Thereof (On Behalf of All Plaintiffs, individually, and the Rest Period Subclass as against all Defendants)**

57. The Amazon Defendants incorporate by reference herein all preceding paragraphs of this Answer and Defenses to Plaintiffs' Complaint.

58. Answering Paragraph 58 of the Complaint (misnumbered as paragraph 54), the Amazon Defendants deny the allegations of Paragraph 58.

59. Answering Paragraph 59 of the Complaint (misnumbered as paragraph 55), the Amazon Defendants admit that Plaintiffs and the Rest Period Subclass they seek to represent seek to obtain the relief set forth in Paragraph 59 of the Complaint, but deny that Plaintiffs have any such entitlement and that Plaintiffs' claims are amenable to class-wide adjudication.

60. Answering Paragraph 60 of the Complaint (misnumbered as paragraph 56), the Amazon Defendants admit that Plaintiffs and the Rest Period Subclass they seek to represent request relief as described in the Prayer for Relief, but deny that Plaintiffs have any such entitlement and that Plaintiffs' claims are amenable to class-wide adjudication.

#### **FIFTH CAUSE OF ACTION**

#### **Failure to Timely Pay Wages Due at Termination (On Behalf of All Plaintiffs, individually, and the Waiting Time Subclass, as against All Defendants)**

61. The Amazon Defendants incorporate by reference herein all preceding paragraphs of this Answer and Defenses to Plaintiffs' Complaint.

62. Answering Paragraph 62 of the Complaint (misnumbered as paragraph 58), the Amazon Defendants state that the allegations contained in Paragraph 62 are recitations of law to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 62.

63. Answering Paragraph 63 of the Complaint (misnumbered as paragraph 59), the Amazon Defendants deny the allegations of Paragraph 63.

64. Answering Paragraph 64 of the Complaint (misnumbered as paragraph 60), the Amazon Defendants are without knowledge or information sufficient to form a belief as to when Plaintiffs left the employment of their employer other than Plaintiff Robertson who last worked for Golden State FC, LLC on December 11, 2013, but admit that more than 30 days have elapsed since any Plaintiff last provided services at an Amazon Fulfillment Center. The Amazon Defendants lack sufficient knowledge as to the employment status of members of the waiting



time putative subclass and therefore deny Plaintiffs' related allegations. Except as expressly admitted, the Amazon Defendants deny the allegations of Paragraph 64.

65. Answering Paragraph 65 of the Complaint (misnumbered as paragraph 61), the Amazon Defendants deny the allegations of Paragraph 65.

66. Answering Paragraph 66 of the Complaint (misnumbered as paragraph 62), the Amazon Defendants admit that Plaintiffs seek to obtain the relief set forth in Paragraph 66 of the Complaint, but deny that they have such an entitlement. Except as expressly admitted, the Amazon Defendants deny the allegations of Paragraph 66.

#### **SIXTH CAUSE OF ACTION**

##### **Failure to Provide Itemized Employee Wage Statements (On Behalf of All Plaintiffs, individually, and the Wage Statement Subclass as against All Defendants)**

67. The Amazon Defendants incorporate by reference herein all preceding paragraphs of this Answer and Defenses to Plaintiffs' Complaint.

68. Answering Paragraph 68 of the Complaint (misnumbered as paragraph 64), the Amazon Defendants state that the allegations contained in Paragraph 68 are conclusions of law to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 68.

69. Answering Paragraph 69 of the Complaint (misnumbered as paragraph 65), the Amazon Defendants admit that Plaintiffs seek to obtain the relief set forth in Paragraph 69 of the Complaint, but deny that they have such an entitlement. Except as expressly admitted, the Amazon Defendants deny the allegations of Paragraph 69.

#### **SEVENTH CAUSE OF ACTION**

##### **Violation of the Unfair Competition Law (On Behalf of All Plaintiffs, individually, and the UCL Subclass as against All Defendants)**

70. The Amazon Defendants incorporate by reference herein all preceding paragraphs of this Answer and Defenses to Plaintiffs' Complaint.

71. Answering Paragraph 71 of the Complaint (misnumbered as paragraph 67), the Amazon Defendants state that the allegations contained in Paragraph 71 are conclusions of law

to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 71.

72. Answering Paragraph 72 of the Complaint (misnumbered as paragraph 68), the Amazon Defendants deny the allegations of Paragraph 72.

73. Answering Paragraph 73 of the Complaint (misnumbered as paragraph 69), the Amazon Defendants state that the allegations contained in Paragraph 73 are conclusions of law to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 73.

74. Answering Paragraph 74 of the Complaint (misnumbered as paragraph 70), the Amazon Defendants state that the allegations contained in Paragraph 74 are conclusions of law to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 74.

75. Answering Paragraph 75 of the Complaint (misnumbered as paragraph 71), the Amazon Defendants deny the allegations of Paragraph 75.

**EIGHTH CAUSE OF ACTION**

**Violation of the Private Attorneys [sic] General Act of 2004 (“PAGA”)  
(As a Representative Action on Behalf of the California LWDA by All Plaintiffs as Against  
All Defendants)**

76. The Amazon Defendants incorporate by reference herein all preceding paragraphs of this Answer and Defenses to Plaintiffs’ Complaint.

77. Answering Paragraph 77 of the Complaint (misnumbered as paragraph 73), the Amazon Defendants admit that Plaintiffs purport to seek to recover PAGA penalties through a representative action, but the Amazon Defendants specifically deny that Plaintiffs are entitled to do so. The Amazon Defendants lack sufficient knowledge concerning when or if Plaintiffs mailed the Notices referenced in the Complaint as Exhibits A and B (which were not filed with the Complaint), or whether they received a response to such Notices from a state agency and on that basis deny such allegations. Except as expressly admitted, the Amazon Defendants deny the allegations of Paragraph 77.

78. Answering Paragraph 78 of the Complaint (misnumbered as paragraph 74) the Amazon Defendants state that the allegations contained in Paragraph 78 are conclusions of law to which no response is required. To the extent a response is required, the Amazon Defendants deny the allegations of Paragraph 78.

79. Answering Paragraph 79 of the Complaint (misnumbered as paragraph 75), the Amazon Defendants deny that they have violated and continue to violate provisions of the California Labor Code and applicable Wage Orders related to the payment of all wages due at termination. The Amazon Defendants lack sufficient knowledge concerning whether Plaintiffs received a response to their Notices from any defendants other than the Amazon Defendants and on that basis deny such allegations. The Amazon Defendants admit that Plaintiffs purport to attach a response to Robertson's Notice from the LWDA as Exhibit C to the Complaint, but Plaintiffs did not attach any exhibits to their Complaint or otherwise submit a copy of the document described as Exhibit C in the Complaint to the Court. On that basis, and because they lack sufficient knowledge concerning whether the LWDA responded to Robertson's Notice, the Amazon Defendants deny such allegations. The Amazon Defendants admit that neither of them provided a notice of cure to Plaintiffs as neither has committed any violation that requires a cure and neither Plaintiffs Saldana, Carlin, nor Brewster were ever employed by the Amazon Defendants. The remainder of the allegations of Paragraph 79 are conclusions of law to which no response is required. Except as expressly admitted, the Amazon Defendants deny the allegations of Paragraph 79.

80. Answering Paragraph 80 (misnumbered as paragraph 76), the Amazon Defendants admit that Plaintiffs seek to obtain the relief stated, but deny that Plaintiffs have such an entitlement.

## **VII. PRAYER FOR RELIEF**

The Amazon Defendants acknowledge Plaintiffs' Prayer for Relief, but deny that Plaintiffs are entitled to any type of remedy, relief, or damages, including the relief requested therein.

## **DEFENSES**

The Amazon Defendants have not completed their investigation of the facts of this case, have not completed discovery in this matter, and have not completed their preparation for trial. The defenses stated herein are based on the Amazon Defendants' knowledge, information, and belief at this time. The Amazon Defendants specifically reserve the right to modify, amend, or supplement any defense at any time.

Without conceding that they bear the burden of proof or persuasion as to any one of them, the Amazon Defendants assert the following separate defenses to the Complaint:

### **FIRST DEFENSE** **(Failure to State a Claim For Relief)**

The Complaint fails to state facts sufficient to constitute a claim for relief against the Amazon Defendants.

### **SECOND DEFENSE** **(Improper Defendants)**

Neither Amazon.com, LLC nor Golden State FC, LLC is a proper defendant insofar as neither employed Plaintiffs Saldana, Carlin, or Brewster at any time and otherwise were not responsible for the employment actions and practices of which those Plaintiffs complain.

### **THIRD DEFENSE** **(Statutes of Limitation)**

Plaintiffs' claims, and the claims of each putative member of the purported class and/or representative action, are barred or limited by the applicable statute(s) of limitations, including, but not limited to, California Code of Civil Procedure Sections 337, 338, 339, 340 and 343 and California Business and Professions Code Section 17208.

**FOURTH DEFENSE**  
**(Uncertainty – Conclusory Class Allegations)**

Plaintiffs' claims, and the claims of each putative member of the purported class, are barred in whole or in part because the Complaint is uncertain in that the purported class and sub-class definitions are ambiguous and the class and sub-class allegations are conclusory.

**FIFTH DEFENSE**  
**(No Ascertainable Class)**

The purported class and sub-classes that Plaintiffs purport to represent, the existence of which are expressly denied, are not ascertainable as they are neither defined by reference to objective factors, nor are there reliable or feasible methods to determine who belongs in the class or sub-classes.

**SIXTH DEFENSE**  
**(Claims are Not Common or Typical)**

The claims alleged by Plaintiffs are neither common to nor typical of those, if any, of the putative class Plaintiffs purport to represent, the existence of which is expressly denied.

**SEVENTH DEFENSE**  
**(Numerosity)**

The Complaint fails to the extent it asserts a class action, because the putative class that Plaintiffs purport to represent, the existence of which is expressly denied, lacks numerosity.

**EIGHTH DEFENSE**  
**(None of the Named Plaintiffs Are Adequate Representatives)**

The Complaint fails to the extent it asserts a class action, because none of the Plaintiffs is an adequate representative of the purported class.

**NINTH DEFENSE**  
**(Not Appropriate for Class Action)**

The claims alleged by Plaintiffs on behalf of themselves and the putative class, the existence of which is expressly denied, are not appropriate for class action treatment, as the

claims involve matters in which individual questions of law and/or fact predominate and/or are not the superior method of adjudication for Plaintiffs' claims.

**TENTH DEFENSE**  
**(Proposed Class Counsel Inadequate)**

Proposed class counsel will not fairly and adequately protect the interests of the putative class.

**ELEVENTH DEFENSE**  
**(Waiver)**

Plaintiffs' claims, and the claims of each putative member of the purported class and/or representative action, or some of them, are barred in whole or in part because such claims have been waived, discharged, released and/or abandoned.

**TWELFTH DEFENSE**  
**(Accord and Satisfaction and Payment)**

Plaintiffs' claims, and the claims of each putative member of the purported class and/or representative action, or some of them, are barred in whole or in part by the principles of accord and satisfaction, and payment.

**THIRTEENTH DEFENSE**  
**(Release Through Prior Settlement Agreement)**

To the extent that any Plaintiff or any putative class member and/or member of the representative action entered into any individual settlement agreement, any such individual has released some or all of the claims alleged in the Complaint.

**FOURTEENTH DEFENSE**  
**(Laches)**

Plaintiffs' claims, and the claims of each putative member of the purported class and/or representative action, or some of them, are barred in whole or in part by the doctrine of laches.

**FIFTEENTH DEFENSE**  
**(Lack of Standing and Due Process - Unfair Business Practices Claim)**

The Plaintiffs lack standing to bring claims pursuant to California Business and Professions Code Section 17200 because they and/or the putative class members did not suffer the injuries alleged in the Complaint. The prosecution against the Amazon Defendants of an action in these circumstances under Business and Professions Code Section 17200 would constitute a denial of their due process rights in violation of the Fourteenth Amendment to the United States Constitution and the California Constitution.

**SIXTEENTH DEFENSE**  
**(Adequate Remedy At Law)**

Plaintiffs, and/or any putative member of the purported class, are not entitled to a recovery of equitable relief, including any relief requested pursuant to California Business and Professions Code Section 17200, because of the existence of an adequate remedy at law.

**SEVENTEENTH DEFENSE**  
**(Excessive Fines)**

To the extent Plaintiffs and putative members of the purported class and/or representative action seek to recover civil penalties that are disproportionate to the actual harm suffered, if any, an award of civil penalties under the circumstances of this case would constitute an excessive fine and otherwise would be in violation of the Amazon Defendants' due process and other rights under the United States and California Constitutions.

**EIGHTEENTH DEFENSE**  
**(Setoff and Recoupment)**

To the extent Plaintiffs or any putative members of the purported class and/or representative action have sustained any damages, although such is not admitted and is specifically denied, the Amazon Defendants are entitled under the equitable doctrine of setoff and recoupment to offset all obligations of Plaintiffs or any putative members of the class and/or

representative action owed to the Amazon Defendants against any judgment that may be entered against the Amazon Defendants.

**NINETEENTH DEFENSE**  
**(Conduct Reasonable and In Good Faith/Not Willful or Intentional)**

If the Amazon Defendants are found to have failed to pay any Plaintiff and/or any putative member of the purported class and/or representative action, any wages due, or failed to comply with applicable California laws, which allegations the Amazon Defendants deny, the Amazon Defendants acted at all times on the basis of a good faith and reasonable belief that they have complied fully with California's wage and hour laws. Consequently, the Amazon Defendants' conduct was not willful or intentional within the meaning of the California Labor Code.

**TWENTIETH DEFENSE**  
**(Irreparable Harm)**

Plaintiffs' claims for injunctive, declaratory, or other equitable relief, and the claims of the putative class members of the purported class and/or representative action, are barred in light of the fact that Plaintiffs and members of the putative class and/or representative action have not suffered and will not suffer irreparable harm due to any alleged conduct of the Amazon Defendants.

**TWENTY-FIRST DEFENSE**  
**(Failure to Exhaust Internal and Administrative Remedies)**

Plaintiffs' statutory claims, and the claims of each putative member of the purported class and/or representative action are barred to the extent they failed to exhaust their internal and/or administrative remedies.

**TWENTY-SECOND DEFENSE**  
**(Lack of Standing – California Labor Code Claims)**

Plaintiffs and/or any putative member of the purported classes and/or representative action, lack standing under the California Labor Code to bring some or all of the claims alleged against the Amazon Defendants.



**TWENTY-THIRD DEFENSE**  
**(After-Acquired Evidence)**

To the extent that a Court determines that either of the Amazon Defendants has an employment relationship with a Plaintiff or member of the putative class and/or representative action and to the extent that during the course of this litigation the Amazon Defendants acquire any evidence of wrongdoing by any Plaintiff, which wrongdoing would have materially affected the terms and conditions of any such Plaintiff's employment or would have resulted in that Plaintiff being terminated or never hired, such after-acquired evidence shall bar liability or damages, or shall reduce that Plaintiff's claims as provided by law.

**TWENTY-FOURTH DEFENSE**  
**(De Minimis)**

The Complaint and each alleged cause of action contained therein is barred in whole or in part by the de minimis doctrine.

**TWENTY-FIFTH DEFENSE**  
**(Penalties Unjust, Arbitrary, and Oppressive, or Confiscatory)**

Plaintiffs, and putative members of the purported class and/or representative action, are not entitled to recover any civil penalties because, under the circumstances of this case, any such recovery would be unjust, arbitrary, and oppressive, or confiscatory.

**TWENTY-SIXTH DEFENSE**  
**(PAGA Action Unconstitutional — Improper Delegation of Legislative Authority)**

Plaintiffs' claims for relief under PAGA should be dismissed because the statutory and/or regulatory provisions on which Plaintiffs' claims are based constitute an improper delegation of legislative authority to an administrative agency.

**TWENTY-SEVENTH DEFENSE**  
**(PAGA Action Unconstitutional — Due Process)**

Prosecuting a representative action under PAGA, based upon the facts and circumstances of this case, would be an unconstitutional denial of the Amazon Defendants' rights contained in the United States and California Constitutions, including, but not limited to, the due process clause of the Fourteenth Amendment to the United States Constitution, and Article I, Section 7 of the California Constitution.

**TWENTY-EIGHTH DEFENSE**  
**(PAGA Action Unconstitutional – Equal Protection)**

An award of penalties against the Amazon Defendants would be an unconstitutional denial of the Amazon Defendants' right to equal protection under the Fourteenth Amendment to the United States Constitution and Article I, Section 3, of the California Constitution.

**TWENTY-NINTH DEFENSE**  
**(PAGA Action Unconstitutional – Separation of Powers Doctrine)**

Prosecuting a representative action to recover penalties under PAGA against the Amazon Defendants would violate the constitutionally based separation of powers doctrine by impermissibly usurping prosecutorial authority assigned to the executive branch of government by the California Constitution and impermissibly delegated by PAGA to private attorneys without essential safeguards, including continuing oversight or control by the executive branch.

**THIRTIETH DEFENSE**  
**(PAGA Action Unconstitutional – Separation of Powers Doctrine)**

Prosecuting a representative action to recover penalties under PAGA against the Amazon Defendants would violate the constitutionally based separation of powers doctrine by impermissibly usurping the power to regulate lawyers, including the power to promulgate the rules by which such lawyers may or may not pursue claims to benefit the State or other public bodies. These powers are assigned to the judicial branch and have been exercised by the judicial branch. PAGA impermissibly legislates in contravention of those powers including by

delegating power to private attorneys to pursue claims on terms not sanctioned by the judicial branch or the rules regulating the legal profession.

**RESERVATION OF RIGHTS**

The Amazon Defendants reserve the right to assert such additional defenses that may appear and prove applicable during the course of this litigation.

WHEREFORE, the Amazon Defendants pray for judgment as follows:

1. Plaintiffs and putative members of the purported class and/or representative action take nothing by the Complaint;
2. That judgment be entered against Plaintiffs and putative members of the purported class and/or representative action, and in favor of the Amazon Defendants;
3. That the Amazon Defendants be awarded attorneys' fees incurred herein;
4. That the Amazon Defendants be awarded costs of suit herein; and
5. For such other and further relief as the Court deems just and proper.

Dated: June 27, 2014

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Attorneys for Defendants  
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GOLDEN STATE FC, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was filed this 27th day of June, 2014, and served on the parties via the Court's ECF system.

s: \ Joseph A. Nuccio  
\_\_\_\_\_  
*Attorneys for Defendants*  
Amazon.com, LLC, and Golden State FC, LLC