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KING COUNTY, WASHINGTON

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DEPUTY

SUPERIOR COURT OF WASHINGTON, COUNTY OF KING

ROBERT MINA and JOLENNE MINA, on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

AMAZON.COM, INC., AMAZON FRESH,  
LLC, AF OPERATIONS LLC, and DOES 1-50,  
inclusive,

Defendants.

CLASS ACTION

Case No. 15-2-23879-5 SEA

**[PROPOSED]** First Amended Complaint  
for Failure to Pay Wages For Security  
Clearances in Violation of RCW §§  
49.46.020; 49.46.130; RCW Ch. 49.12;  
WAC § 296-126-092; and for Violation of  
RCW § 49.48.010

Plaintiffs, by and through their attorneys, on behalf of themselves and all others similarly  
situated, complain against Defendants as set forth below.

All allegations in this Complaint are based upon information and belief except for those  
allegations that pertain to the Plaintiffs named herein and their counsel. Each allegation in this  
Complaint either has evidentiary support or is likely to have evidentiary support after a  
reasonable opportunity for further investigation and discovery.

1 **JURISDICTION AND VENUE**

2 1. This Court has jurisdiction over the claims alleged herein pursuant to RCW §  
3 2.08.010. Venue is proper in King County pursuant to RCW § 4.12.020 and/or RCW §  
4 4.12.025.

5 **PARTIES**

6 2. Plaintiff ROBERT MINA (also known as ROBERT DAVENPORT) is a  
7 resident of Enumclaw, King County, Washington, and was employed by Amazon as an hourly  
8 warehouse employee in its Seattle facility during the relevant time period alleged herein.

9 3. Plaintiff JOLENNE MINA is a resident of Enumclaw, King County,  
10 Washington, and was employed by Amazon as an hourly warehouse employee in its Seattle  
11 facility during the relevant time period alleged herein.

12 4. Defendant AMAZON.COM, INC. ("Amazon") is a Washington corporation  
13 and/or other business entity that operates one of the most well-known online marketplaces in  
14 the country. Amazon owns and operates over 75 warehouse distribution centers across the  
15 United States, including in the state of Washington.

16 5. Defendant AMAZON FRESH LLC ("Amazon Fresh") is a Delaware corporation  
17 and/or other business entity that is a subsidiary entity of Amazon.com Inc. that does business in  
18 the state of Washington. The Minas were paid by Amazon Fresh.

19 6. Defendant AF OPERATIONS LLC ("AF Ops") is a Delaware corporation  
20 and/or other business entity that does business in the state of Washington. The Minas were  
21 offered employment by AF Ops.

22 7. Amazon, Amazon Fresh, and AF Ops are collectively referred to herein as  
23 "Defendants".

24 8. Plaintiff is unaware of the true names or capacities of the Defendants sued  
25 herein under the fictitious names DOES 1-10, but prays for leave to amend and serve such  
26 fictitiously named Defendants once their names and capacities become known. Plaintiff is  
informed and believes, and thereon alleges, that Does 1-10 are and were joint employers,  
partners, agents, owners, shareholders, managers or employees of Defendant, and were acting

1 on behalf of Defendants. Any reference to “Defendant,” “Defendants,” or “Amazon” herein  
2 shall mean “Defendants and each of them.”

3 **BACKGROUND FACTS**

4 9. Amazon directly employs warehouse personnel to work at its warehouses.  
5 Amazon was the direct employer of Plaintiffs. Upon information and belief, Amazon employs  
6 hundreds of hourly warehouse employees like these Plaintiffs.

7 10. Amazon also contracts labor services at its warehouse facilities to third party  
8 staffing companies, such as SMX LLC (“SMX”) and Integrity Staffing Solutions, Inc.  
9 (“Integrity”). Amazon is thus both a direct employer of its employees and a joint-employer of  
10 all persons employed by staffing companies such as SMX and Integrity who performed labor at  
11 the Amazon warehouse locations. SMX and Integrity act in the interest of Amazon in relation  
12 to those employees on the payroll of these staffing companies by providing laborers to work at  
13 locations owned and/or maintained by Amazon. The services rendered by SMX and Integrity  
14 employees are the very core of Amazon’s business, *i.e.*, the selection of items from warehouse  
15 stock for shipment to customers. Amazon has the right to control the manner and means by  
16 which SMX and Integrity workers accomplish the work at Amazon locations. Amazon’s  
17 supervisors often directed the work of SMX and Integrity employees. Amazon exercises direct  
18 control over the hours and other working conditions of all Plaintiffs and all similarly-situated  
19 hourly shift employees who are paid by SMX and Integrity and who work Amazon’s  
20 warehouse locations in the state of Washington. Upon information and belief, employment  
21 data such as hours worked, hourly rates of pay, and other benefit information is recorded the  
22 same for SMX and Integrity contract employees and Amazon direct employees alike. The  
23 hourly paid, warehouse employees employed by SMX and Integrity at Amazon warehouse  
24 locations have no unique or special skills; the work of these hourly paid warehouse employees  
25 benefits Amazon as well as SMX and Integrity. As set forth below, persons directly employed  
26 by SMX, Integrity and Amazon were all subjected to the same illegal policies and practices.



1 Defendants' policies and practices required warehouse employees to leave their personal  
2 belongings such as cell phones in their vehicles. Thus, warehouse employees were unable to  
3 engage in any personal activities during the time spent waiting.

4 13. Plaintiffs were similarly forced to undergo this very same security clearance  
5 prior to taking their lunch breaks. Plaintiffs were only permitted to clock out, at most, 30-  
6 minutes for their meal period. As a result of having to undergo the security screening in order  
7 to leave the secured area and go to the cafeteria or leave the premises, Plaintiffs and other  
8 similarly situated employees were deprived a full 30-minute uninterrupted meal period.

9 14. Ultimately, Defendants did not pay any of their warehouse employees anything  
10 for the time spent waiting for and undergoing such daily security clearances. Defendants did  
11 not pay any of their warehouse employees minimum, regular rate, and/or overtime wages at a  
12 rate equal to or greater than one and one-half their regular hourly rate of pay whenever  
13 Defendants required, suffered, or permitted the warehouse employees, including Plaintiffs, to  
14 work more than forty (40) hours per week by undergoing the security screenings. Defendants  
15 did not pay employees meal period wages when they did not take a full 30-minute  
16 uninterrupted meal period.

#### 16 CLASS ACTION ALLEGATIONS

17 15. Plaintiffs reallege and incorporate by this reference all the paragraphs above in  
18 this Complaint as though fully set forth herein.

19 16. Plaintiffs seek to represent the following **Class**:

20 **All person employed directly by Defendants, or a third party**  
21 **staffing company such as SMX LLC or Integrity Staffing**  
22 **Solutions, Inc., as hourly paid warehouse employees who**  
23 **worked at an Amazon warehouse in the state of Washington at**  
24 **any time from February 18, 2011 to the present.**

25 17. **Numerosity.** The Class consists of thousands of employees of Defendants and  
26 third party staffing companies such as SMX LLC and Integrity Staffing Solutions, Inc., such  
that the Class is so numerous that joinder of the class members is impracticable. The Class is  
easily ascertainable from the records that the employer is required by law to maintain. When

1 available, a true opt-out class action is superior to individual actions because it would be unjust  
2 to allow the Defendants to benefit from their unlawful behavior solely because the cost of  
3 litigating individual claims would be prohibitive compared to the expected damages unless  
4 aggregated.

5 18. **Commonality.** There is a well-defined community of interest in the question of  
6 law and fact affecting the class members Plaintiffs seek to represent. The class members'  
7 claims against Defendants involve questions of common or general interest that predominate  
8 over any questions affecting only individual Class Members. These common questions of law  
9 and fact include, without limitation:

- 10 a. Whether Washington law provides greater protections for employees than  
11 those guaranteed under federal law;
- 12 b. Whether Washington law contains an equivalent limitation regarding the  
13 compensability of work, as expressed federally by the Portal-to-Portal Act,  
14 29 U.S.C. § 254;
- 15 c. Whether Defendants violated RCW § 49.46.020; RCW § 49.46.130; RCW  
16 Ch. 49.12; & WAC 296-126-092 by failing to compensate Class Members  
17 for the time spent undergoing the anti-theft screening before leaving the  
18 secured area for breaks, meal periods, and at the end of the workday; and
- 19 d. Whether Defendants' conduct of failing to pay employees as a result of its  
20 anti-theft screening policy was a willful violation of Washington's wage and  
21 hour laws under RCW § 49.52.050(2).

22 19. **Typicality.** The claims of the named Plaintiffs are typical of the claims of the  
23 Class. Plaintiffs and all members of the Class sustained injuries and damages arising out of and  
24 caused by Defendants' common course of conduct in violation of laws, regulations that have  
25 the force and effect of law, and statutes as alleged.

26 20. **Adequacy.** Plaintiffs have each agreed to serve as representatives of all  
similarly situated employees to raise common claims. Each understands that they owe a  
fiduciary obligation to obtain competent counsel and take action to promote, advance and



1           24.     Washington law mandates that all employees receive at least the minimum wage  
2 for all the hours they work and that they receive the overtime rate of 1 ½ times their regular rate  
3 of pay for all hours worked in excess of 40 in a workweek. *See* RCW § 49.46.020; RCW §  
4 49.46.130.

5           25.     Washington law further provides that an employer's obligation to pay wages  
6 (minimum, regular, or overtime rate wages, whichever is applicable) shall continue during meal  
7 periods unless the employer ensures that an employee is granted a full uninterrupted 30-minute  
8 meal period. *See* WAC 296-126-092; *Pellino v. Brink's*, 164 Wn. App. 668, 267 P.3d 383 (Wn.  
9 App. 2011); *Washington State Nurses Ass'n v. Sacred Heart Med. Ctr.*, 175 Wn. 2d 822, 287  
10 P.3d 516 (2012).

11           26.     By failing to compensate Plaintiffs and Class Members for the time spent  
12 undergoing the mandatory anti-theft screenings at the end of the workday and during their meal  
13 period, Defendants failed to pay Plaintiffs and other members of the Class their correct wages  
14 owed and failed to provide full 30-minute uninterrupted meal periods.

15           27.     Defendants' conduct of failing to pay Plaintiffs and all Class Members their  
16 correct wages and all their wages upon termination was willful and in conscious disregard of  
17 Washington statutory authority. *See* RCW § 49.52.050(2). As such, double damages are  
18 recoverable. RCW § 49.52.070 ("Any employer and any officer, vice principal or agent of any  
19 employer who shall violate any of the provisions of RCW § 49.52.050 (1) and (2) shall be  
20 liable in a civil action by the aggrieved employee or his or her assignee to judgment for twice  
21 the amount of the wages unlawfully rebated or withheld by way of exemplary damages,  
22 together with costs of suit and a reasonable sum for attorney's fees: PROVIDED, HOWEVER,  
23 That the benefits of this section shall not be available to any employee who has knowingly  
24 submitted to such violations.").

25           28.     Therefore, Plaintiffs demand that they and the members of the Class be paid  
26 wages at the applicable minimum, regular, or overtime rate, for all hours worked including time  
spent waiting for and undergoing security clearances, including meal period wages, together  
with double damages, attorneys' fees, costs, and interest as provided by law.





1 recoverable. RCW § 49.52.070 (“Any employer and any officer, vice principal or agent of any  
2 employer who shall violate any of the provisions of RCW 49.52.050 (1) and (2) shall be liable  
3 in a civil action by the aggrieved employee or his or her assignee to judgment for twice the  
4 amount of the wages unlawfully rebated or withheld by way of exemplary damages, together  
5 with costs of suit and a reasonable sum for attorney's fees: PROVIDED, HOWEVER, That the  
6 benefits of this section shall not be available to any employee who has knowingly submitted to  
7 such violations.”).

8 34. Thus, Plaintiffs demand, that themselves and members of the Class who have  
9 been terminated or laid off from employment without having been paid all wages due and  
10 owing to them, all damages allowable under the law together with attorneys’ fees, costs, and  
11 interest as provided by law.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs request of this Court the following relief:

- 14 A. An order pursuant to Washington Superior Court Civil Rule 23, certifying the  
15 Class as alleged and prayed herein or on such terms as the Court deems applicable to this case;  
16 B. Damages according to proof for minimum rate pay, regular rate pay, and/or  
17 overtime compensation for all hours worked and meal period wages during the relevant time  
18 period;  
19 C. For all statutory double damages according to proof;  
20 D. For reasonable attorney’s fees according to proof;  
21 E. For reasonable costs according to proof; and  
22 F. For such other relief as the Court deems just and proper.

23 Dated: June 20, 2016

THIERMAN BUCK LLP.

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