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11 Attorneys for Defendants  
12 AMAZON.COM, INC.; AMAZON.COM SERVICES,  
13 LLC (formerly known and erroneously sued as  
14 AMAZON.COM SERVICES, INC.); and AMAZON  
LOGISTICS, INC.

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 WESTERN DIVISION

18  
19 NAREK MIKE MELIKYAN, on behalf of  
himself and others similarly situated,

20 Plaintiff,

21 v.

22 AMAZON.COM, INC.; AMAZON.COM  
23 SERVICES, INC.; AMAZON LOGISTICS,  
INC.; and DOES 1 to 100, inclusive,

24 Defendants.  
25

Case No. \_\_\_\_\_

**DEFENDANTS AMAZON.COM, INC.,  
AMAZON.COM SERVICES, LLC, AND  
AMAZON LOGISTICS, INC.’S NOTICE  
OF REMOVAL TO FEDERAL COURT**

[28 U.S.C. §§ 1331, 1367, 1441, and 1446]

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1 **TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT**  
2 **OF CALIFORNIA, AND TO PLAINTIFF AND HIS ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE THAT** pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446,  
4 Defendants Amazon.com, Inc., Amazon.com Services, LLC (formerly known and erroneously  
5 sued as Amazon.com Services, Inc.), and Amazon Logistics, Inc. (collectively, “Amazon”)   
6 hereby remove the above-entitled action from the Superior Court of the State of California,  
7 County of Los Angeles, to the United States District Court for the Central District of California.  
8 This Court has original subject matter jurisdiction in the form of federal question jurisdiction  
9 pursuant to 28 U.S.C. § 1331 because the Complaint asserts claims arising under the laws of the  
10 United States.

11 Amazon states the following in support of this removal:

12 **I. SUMMARY OF COMPLAINT**

13 1. On September 15, 2021, Plaintiff Narek Mike Melikyan (“Plaintiff”) filed an  
14 unverified class action complaint in the Superior Court of the State of California, County of Los  
15 Angeles, entitled *Narek Mike Melikyan v. Amazon.com, Inc. et al.*, Case No. 21STCV34067 (the  
16 “Complaint”). The Complaint alleges five causes of action: (1) violation of 15 U.S.C. §  
17 1681b(2)(A) (Fair Credit Reporting Act (“FCRA”)); (2) violation of 15 U.S.C. §§ 1681d(a)(1)  
18 and 1681g(c) (FCRA); (3) violation of California Civil Code §§ 1786 *et seq.* (Investigative  
19 Consumer Reporting Agencies Act); (4) violation of California Civil Code §§ 1785 *et seq.*  
20 (Consumer Credit Reporting Agencies Act); and (5) violation of Business & Professions Code §§  
21 17200 *et seq.* (California’s Unfair Competition Law).

22 2. On September 15, 2021, the Superior Court issued a Notice of Case Assignment  
23 assigning the case to Judge Kenneth R. Freeman. On September 22, 2021, the Superior Court  
24 issued an Order of Recusal and temporarily transferred the case to Judge David S. Cunningham  
25 for reassignment purposes because Judge Freeman recused himself. On September 30, 2021, the  
26 Superior Court issued an Order of Case Reassignment and reassigned the case to Judge Amy D.  
27 Hogue.

28 3. On October 6, 2021, Plaintiff caused the Complaint, Summons, Civil Case Cover

1 Sheet, Notice of Case Assignment, Order of Recusal, and Order of Case Reassignment to be  
2 served on Amazon.com Services, Inc. and Amazon Logistics, Inc., respectively. True and correct  
3 copies of the documents served on Amazon.com Services, Inc. and Amazon Logistics, Inc.,  
4 respectively, are attached as **Exhibits 1 and 2** and incorporated by reference. On October 8,  
5 2021, Plaintiff caused the Complaint, Summons, Civil Case Cover Sheet, Notice of Case  
6 Assignment, Order of Recusal, and Order of Case Reassignment to be served on Amazon.com,  
7 Inc. True and correct copies of the documents served on Amazon.com, Inc. are attached as  
8 **Exhibit 3** and incorporated by reference.

9 4. On October 6, 2021, the Superior Court issued a minute order setting an Initial  
10 Status Conference for December 10, 2021 and a minute order regarding a newly assigned case.  
11 True and correct copies of these documents are attached as **Exhibit 4** and incorporated by  
12 reference.

13 5. On October 19, 2021, Plaintiff filed three Proofs of Personal Service as to the three  
14 Amazon defendants. True and correct copies of these documents are attached as **Exhibit 5** and  
15 incorporated by reference.

16 6. On November 3, 2021, Amazon filed and served its Answer to the Complaint. A  
17 true and correct copy of Amazon’s Answer is attached as **Exhibit 6** and incorporated by  
18 reference.

19 7. The Complaint, Summons, Civil Case Cover Sheet, Notice of Case Assignment,  
20 Order of Recusal, Order of Reassignment, Proofs of Personal Service, and the Answer (attached  
21 hereto as **Exhibits 1-6**, respectively) constitute all process, pleadings and orders that have been  
22 filed and served in this action.

23 **II. THE REMOVAL IS TIMELY**

24 8. This Notice of Removal is filed within thirty (30) days after service of the  
25 Summons and Complaint on Amazon on October 6, 2021. Accordingly, this Notice of Removal  
26 is timely under 28 U.S.C. § 1446(b).

27 **III. FEDERAL QUESTION JURISDICTION EXISTS UNDER 28 U.S.C. § 1331**

28 9. This is a civil action over which this Court has original jurisdiction pursuant to 28

1 U.S.C. § 1331 and is one which may be removed pursuant to 28 U.S.C. § 1441(a).

2 10. Federal question jurisdiction exists under 28 U.S.C. § 1331 where a complaint  
3 asserts a claim “arising under the Constitution, laws, or treaties of the United States.” *See* 28  
4 U.S.C. § 1331; *Ethridge v. Harbor House Rest.*, 861 F.2d 1389, 1393-94 (9th Cir. 1988) (“When  
5 a plaintiff’s complaint relies on federal law as the source of recovery, it is obvious that the case  
6 ‘arises under’ federal law and therefore may be removed to federal court.”). The presence or  
7 absence of federal question jurisdiction is governed by the “well-pleaded” complaint rule, which  
8 provides that federal jurisdiction exists “when a federal question is presented on the face of the  
9 plaintiff’s properly pleaded complaint.” *Id.* at 1394.

10 11. This Court has original jurisdiction over the action pursuant to 28 U.S.C. § 1331  
11 because Plaintiff has alleged two claims under the FCRA, 15 U.S.C. §§ 1681 *et seq.*, which is a  
12 federal statute and presents a federal question.

13 **IV. THE COURT HAS SUPPLEMENTAL JURISDICTION OVER PLAINTIFF’S**  
14 **STATE LAW CLAIMS UNDER 28 U.S.C. § 1367.**

15 12. This Court has supplemental jurisdiction over Plaintiff’s claims under California  
16 law pursuant to 28 U.S.C. § 1367(a) on the grounds that such claims are “so related to the claims  
17 in the action within such original jurisdiction that they form part of the same case or controversy  
18 under Article III of the United States Constitution.”

19 13. Plaintiff’s Complaint alleges a total of five claims, the first two of which arise  
20 under the FCRA. The remaining three state law claims arise out of the same case or controversy  
21 as the federal claims over which this Court has original jurisdiction because all such claims relate  
22 to an alleged background check conducted in connection with Plaintiff becoming an Amazon Flex  
23 delivery driver. *See* Compl., ¶¶ 64-100. Therefore, pursuant to 28 U.S.C. § 1367(a), this Court  
24 may properly exercise supplemental jurisdiction over Plaintiff’s state law claims. Further,  
25 Plaintiff’s state law claims do not involve any novel or complex issue of state law, do not  
26 substantially predominate over Plaintiff’s FCRA claims, and no exceptional or compelling  
27 circumstances exist for this Court to decline jurisdiction. 28 U.S.C. § 1367(a).

28

1 **V. VENUE IS PROPER.**

2 14. Plaintiff originally filed this action in the Superior Court of the State of California,  
3 County of Los Angeles. Thus, venue for removal properly lies in the United States District Court  
4 for the Central District of California (28 U.S.C. § 84(a), 1446) and this action may be removed to  
5 this Court pursuant to 28 U.S.C. § 1441(a) because this district embraces the place in which the  
6 removed state action is and has been pending.

7 **VI. THE OTHER PRE-REQUISITES FOR REMOVAL HAVE BEEN SATISFIED.**

8 15. As set forth above, this Notice of Removal is filed within thirty (30) days of  
9 service of process on Amazon and all process, pleadings, and orders filed in this action are  
10 attached hereto in **Exhibits 1–6**.

11 16. No previous Notice of Removal has been filed or made with this Court for the  
12 relief sought.

13 17. As required by 28 U.S.C. § 1446(d), Amazon will promptly serve Plaintiff with  
14 this Notice of Removal and will promptly file a copy of this Notice of Removal with the Superior  
15 Court of the State of California, County of Los Angeles.

16 18. Amazon is informed and believes, and on that basis alleges, that none of the  
17 fictitiously-named defendants have been identified by Plaintiff or served with the Summons and  
18 Complaint. In addition, Doe defendants need not be joined in a notice of removal. *See Fristoe v.*  
19 *Reynolds Metals Co.*, 615 F.2d 1209, 213 (9th Cir. 1980).

20 19. If any question arises as to the propriety of the removal of this action, Amazon  
21 requests the opportunity to present a brief and oral argument in support of its position that this  
22 case is removable.

23 20. By this Notice of Removal and the exhibits attached hereto and the documents  
24 filed concurrently herewith, Amazon does not intend to make any admissions of fact, law or  
25 liability relating to the claims in the Complaint, and it expressly reserves the right to make any  
26 and all defenses and motions necessary in its defense against Plaintiff’s allegations.

27 **WHEREFORE**, Amazon respectfully requests that this action be removed from the  
28 Superior Court of the State of California, County of Los Angeles to the United States District



# **EXHIBIT 1**



SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

**CONFIRMED COPY  
(ORIGINAL FILED)**  
Superior Court of California  
County of Los Angeles  
  
**SEP 15 2021**  
  
Shari R. Carter, Executive Officer/Clerk of Court  
By: Kristina Vargas, Deputy

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

AMAZON.COM, INC.; AMAZON.COM SERVICES, INC.; AMAZON LOGISTICS, INC.; and DOES 1 to 100, inclusive

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

NAREK MIKE MELIKYAN, on behalf of himself and 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 desear el caso.

The name and address of the court is: Stanley Mosk Courthouse  
(El nombre y dirección de la corte es): 111 N. Hill Street  
Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):  
**21STCV34067**

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):

Joseph Lavi, Esq. (SBN 209776); Vincent C. Granberry, Esq. (SBN 276483); Kevin Joseph Farnan (SBN 327524); T: 310-432-0000; F: 310-432-0001  
Lavi & Ebrahimián, LLP; 8889 W. Olympic Blvd., Suite 200; Beverly Hills, CA 90211

DATE: **SEP 15 2021**  
(Fecha)

**SHERRI R. CARTER** Clerk, by  
(Secretario)

**Kristina Vargas**, 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 Services, Inc.**  
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) **10-06**

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Anwar D. Burton, Esq. (SBN 252504)  
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Telephone: (310) 432-0000  
Facsimile: (310) 432-0001  
Email: whteam@lelawfirm.com

Attorneys for Plaintiff NAREK MIKE MELIKYAN,  
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**SEP 15 2021**

Sharril R. Carter, Executive Officer/Clerk of Court  
By: Kristina Vargas, Deputy

**BY FAX**

NAREK MIKE MELIKYAN, on behalf of  
himself and others similarly situated,

Plaintiff,

vs.

AMAZON.COM, INC.; AMAZON.COM  
SERVICES, INC.; AMAZON LOGISTICS,  
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No. **21STCV34067**

**CLASS ACTION**

**PLAINTIFF NAREK MIKE  
MELIKYAN'S COMPLAINT  
DAMAGES AND RESITUTION FOR:**

- 1. FAILURE TO PROVIDE DISCLOSURES OR, IN THE ALTERNATIVE, PROPER DISCLOSURES IN VIOLATION OF 15 U.S.C. § 1681b(b)(2)(A) (FAIR CREDIT REPORTING ACT)**
- 2. FAILURE TO PROVIDE SUMMARY OF RIGHTS IN VIOLATION OF 15 U.S.C. §§ 1681d(a)(1) AND 1681g(c) (FAIR CREDIT REPORTING ACT)**
- 3. VIOLATION OF CALIFORNIA CIVIL CODE § 1786, ET SEQ. (INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT)**
- 4. VIOLATION OF CALIFORNIA CIVIL CODE § 1785, ET SEQ. (CONSUMER CREDIT REPORTING AGENCIES ACT)**
- 5. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ. (UNFAIR COMPETITION)**

**DEMAND FOR JURY TRIAL**

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COMES NOW Plaintiff NAREK MIKE MELIKYAN ("Plaintiff"), individually, and on behalf of others similarly situated, who alleges and complain against Defendants AMAZON.COM, INC.; AMAZON.COM SERVICES, INC.; AMAZON LOGISTICS, INC.; and DOES 1 to 100, inclusive (collectively, "Defendants") as follows:

**INTRODUCTION AND NATURE OF THE ACTION**

1. This class action arises from the acquisition and use of consumer, investigative, and/or credit reports (collectively referred to as "background reports") by Defendants, all of whom are Delaware corporations, to conduct background checks on Plaintiff and similarly situated prospective, current, and former employees who drove for Defendants as "Amazon Flex" delivery drivers.

2. Defendants routinely obtain and use information from background reports in connection with their hiring and employment practices without complying with state and federal mandates for doing so. As part of this practice, Defendants failed to provide a requisite disclosure form or, in the alternative, provide a disclosure form to Plaintiff and similarly situated Amazon Flex delivery drivers, as part of their hiring process that was noncompliant with state and federal statutes.

3. Plaintiff, on his own behalf and on behalf of similarly situated Amazon Flex delivery drivers, seek compensatory and punitive damages due to Defendants' willful or grossly negligent conduct and its systematic and willful violations of, *inter alia*, the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681 *et seq.*; the Investigative Consumer Reporting Agencies Act ("ICRAA"), Cal. Civ. Code §§ 1786 *et seq.*; the Consumer Credit Reporting Agencies Act ("CCRAA"), Cal. Civ. Code §§ 1785 *et seq.*; and California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200 *et seq.*

4. Defendants have violated the requirements under these statutes by failing to provide required disclosures and/or failing to provide legally compliant disclosures. The procurement of background reports for employment purposes is subject to strict disclosure requirements under federal law pursuant to the FCRA and under California law pursuant to the

1 ICRAA and CCRAA. Among other things, Defendants may not procure background reports  
2 unless a "clear and conspicuous" disclosure is made in a stand-alone document that "consists  
3 solely of the disclosure" informing the applicant that a report may be obtained for employment  
4 purposes. This required disclosure document is sometimes referred to as a "pre-authorization  
5 form" or a "disclosure form."

6 5. The reason for requiring that the disclosure be in a stand-alone document,  
7 according to the Federal Trade Commission ("FTC"), is to prevent consumers from being  
8 distracted by other information that is side-by-side within the disclosure. The FCRA seeks to  
9 protect important privacy rights and to ensure that consumers receive adequate disclosure and  
10 provide adequate authorization for background checks. A stand-alone disclosure form is critical to  
11 achieving that goal.

12 6. Defendants failed to provide the required stand-alone disclosure form or, in the  
13 alternative, provided a disclosure form that contained extraneous and irrelevant information,  
14 which violates the requirement that the disclosure be made in a document that consists solely of  
15 the disclosure. Additionally, because Defendants failed to provide a disclosure form, Defendants  
16 failed to provide a clear and conspicuous disclosure form that may be understood by a reasonable  
17 reader or, in the alternative, Defendants' disclosure form failed to be clear and conspicuous because  
18 it contained language that would confuse a reasonable reader. For these reasons, among others,  
19 Defendants' failure to provide a disclosure form or, alternatively, the disclosure form provided by  
20 Defendants violated the law.

21 7. As further alleged herein, Defendants' violations occurred because Defendants  
22 willfully failed to provide required disclosures or, alternatively, willfully failed to properly apprise  
23 him of the statutory mandates before seeking, acquiring, and utilizing background reports for  
24 employment purposes; violated the express and unambiguous provisions of the relevant statutes;  
25 and/or failed to implement reasonable procedures to assure compliance with statutory mandates.

26 8. As a result of Defendants' omissions and/or wrongful acts, Plaintiff and similarly  
27 situated Amazon Flex delivery drivers have been injured, including, without limitation, having  
28 their privacy and statutory rights invaded in violation of the FCRA, ICRAA, and CCRAA.



1 the State of California.

2 8. Defendant AMAZON.COM SERVICES. INC., at all relevant times mentioned  
3 herein, was a corporation organized and existing under the laws of Delaware and is and was doing  
4 business in the State of California

5 9. Defendant AMAZON LOGISTICS, INC. is, and at all relevant times mentioned  
6 herein, was a corporation organized and existing under the laws of Delaware and is and was doing  
7 business in the State of California.

8 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of  
9 participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 100,  
10 inclusive, but is informed and believes and thereupon alleges that the defendants are legally  
11 responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such  
12 fictitious names. Plaintiff will amend the Complaint to alleges the true names and capacities of  
13 the DOE defendants when ascertained.

14 11. Plaintiff is informed and believes and thereon alleges that, at all relevant times  
15 herein, all Defendants were the agents, employees and/or servants, masters or employers of the  
16 remaining defendants, and in doing the things hereinafter alleged, were acting within the course  
17 and scope of such agency or employment, and with the approval and ratification of each of the  
18 other Defendants.

19 12. Plaintiff alleges that each and every one of the acts and omissions alleged herein  
20 were performed by, and/or attributable to, all Defendants, each acting as agents and/or employees,  
21 and/or under the direction and control of each of the other defendants, and that said acts and  
22 failures to act were within the course and scope of said agency, employment and/or direction and  
23 control.

24 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 13. In or around October 2019, Defendants hired Plaintiff NAREK MIKE  
26 MELIKYAN as an Amazon Flex delivery driver.

27 14. Plaintiff alleges in that evaluating him for his position as an Amazon Flex delivery  
28 driver, Defendants procured or caused to be prepared a background report (i.e., a consumer report



1 and/or investigative consumer report, as defined by 15 U.S.C. § 1681a(d)(I)(B) and 15 U.S.C. §  
2 1681a(e), a consumer credit report, as defined by Cal. Civ. Code Section 1785.3(c), and/or an  
3 investigative consumer report, as defined by Cal. Civ. Code Section 1786.2(c)).

4 15. On or about August 29, 2020, Plaintiff discovered Defendants' violations of the  
5 FCRA, ICRAA, and/or CCRAA he obtained a copy of his background report and related  
6 documents from Defendants' thirty-party background report provide, Accurate Background, Inc.,  
7 and further discovered that Defendants had procured and/or caused to be procured a background  
8 report regarding him without a require disclosure form or, in the alternative, based on a non-  
9 complaint disclosure form.

10 16. Plaintiff alleges that in connection with Defendants' evaluation of them for  
11 employment Amazon Flex delivery drivers, Plaintiff and similarly situated Amazon Flex delivery  
12 drivers completed Defendants' standard application materials, which, on information and belief,  
13 were used regularly by Defendants to evaluate Plaintiff and similarly situated Amazon Flex  
14 delivery drivers for employment during the relevant time period and included procuring and/or  
15 causing to be procured background reports on Plaintiff and similarly situated Amazon Flex  
16 delivery drivers.

17 17. When Plaintiff received of a copy of his background report and documents related  
18 thereto from Defendants' third-party background report provider, Accurate Background, Inc., no  
19 disclosure form signed by Plaintiff was included. Plaintiff is further informed, believe, and thereon  
20 alleges that Defendants failed to provide Plaintiff and similarly situated Amazon Flex delivery  
21 drivers Amazon Flex delivery drivers with a document constituting a disclosure form or, in the  
22 alternative, failed to provide a legally-compliant document constituting a disclosure form that was  
23 clear and conspicuous, written, and stand-alone as required by 15 U.S.C. §§ 1681b(b)(2)(A), Cal.  
24 Civ. Code §§ 1786.16(a)(2), and Cal Civ. Code §§ 1785.20.5(a), prior to procuring or causing to  
25 be procured background reports on Plaintiff and similarly situated prospective, current, and former  
26 employees of Defendants.

27 18. In the alternative, if Defendants did provide a disclosure to Plaintiff and similarly  
28 situated Amazon Flex delivery drivers , then Plaintiff alleges that Defendants failed to provide

1 them with a legally compliant disclosure form based on the following:

2 (a) The disclosure form did not consist solely of the disclosure because it  
3 contained extraneous information and/or was unclear and not reasonably understandable to  
4 Plaintiff and similarly situated drivers Amazon Flex delivery drivers because it, among other  
5 things, for example:

6 i. Provided that the scope of disclosure and authorization was all-  
7 encompassing, allowing Defendants to obtain consumer reports and investigative consumer  
8 reports now and throughout the course of employment to the extent permitted by law, unless  
9 otherwise revoked by providing written notification to Defendants.

10 A The disclosure did not explain how the disclosure and  
11 authorization was all-encompassing or how an all-encompassing nature would affect Plaintiff's  
12 and similarly situated Amazon Flex delivery drivers' rights.

13 B The section of the provision regarding "to the extent  
14 permitted by law" suggests that there may be some limits on the all-encompassing nature of the  
15 authorization, but the disclosure does not identify what those limits are or may be.

16 C The provision does not explain what the contents of any  
17 notice to the Defendants should contain to effectively revoke consent, if so desired.

18 ii. Provided that Minnesota and Oklahoma applicants or employees  
19 only could check an appropriate box below if they wanted to receive a copy of their consumer  
20 reports free of charge.

21 A This provision may have confused Plaintiff and similarly  
22 situated Amazon Flex delivery drivers and caused them to believe that only those who have  
23 applied or are working in either Minnesota or Oklahoma are entitled to copies of their consumer  
24 reports free of charge.

25 iii. Provided that New York applicants have the right to inspect and  
26 receive a copy of any investigative consumer report requested by Defendants by contacting the  
27 consumer reporting agency or contacting Defendants to request the name, address, and telephone  
28 number of the nearest unit of the consumer reporting agency designated to handle inquiries, which



1 the Defendants shall provide within 5 days. The disclosure further provided that, upon requires,  
2 New York applicants will be informed whether or not a consumer report was requested by  
3 Defendants, and if such report was requested, informed of the name and address of the consumer  
4 reporting agency that furnished the report.

5 A This provision may have confused Plaintiff and similarly  
6 situated drivers Amazon Flex delivery drivers to believe that only those who applied or are  
7 working in New York the right to inspect and receive a copy of any investigative consumer report  
8 requested by Company by contacting the consumer reporting agency or contacting the Company  
9 to request the name, address and telephone number of the nearest unit of the consumer reporting  
10 agency designated to handle inquiries, which the Company shall provide within 5 days or that only  
11 those who applied or are employed in New York will be informed whether or not a consumer  
12 report was requested by Company, and if such report was requested, informed of the name and  
13 address of the consumer reporting agency that furnished the report.

14 ii. Provided that Oregon applicants may obtain information describing  
15 your rights under federal and Oregon law regarding consumer identity theft protection, the storage  
16 and disposal of your credit information, and remedies available should you suspect or find that the  
17 Company has not maintained secured records is available to you upon request.

18 A This provision may have confused Plaintiff and similarly  
19 situated drivers Amazon Flex delivery drivers to believe that only those who applied or are  
20 working in Oregon are entitled to information describing their rights regarding consumer identity  
21 theft protection, the storage and disposal of your credit information, and remedies available  
22 should Plaintiff and similarly situated Amazon Flex delivery drivers suspect or find that the  
23 Company has not maintained secured records available upon request.

24 iii. Provided that Washington State applicants have the right to request  
25 from the consumer reporting agency a written summary of your rights and remedies under the  
26 Washington Fair Credit Reporting Act

27 A This provision may have confused Plaintiff and similarly  
28 situated Amazon Flex delivery drivers to believe that only those who applied or are working in

1 Washington have the right to request from the consumer reporting agency a written summary of  
2 your rights and remedies.

3 (b) Plaintiff is further alleges that if a disclosure form provided by Defendants  
4 and Plaintiff and similarly situated Amazon Flex delivery drivers, said disclosure form violated  
5 Cal. Civ. Code section 1786.16(a)(2) because it contained an "evergreen consent" provision in  
6 defiance of the requirement that Defendants provide Plaintiff and similarly situated Amazon Flex  
7 delivery drivers with written disclosures and obtain written authorization each time an  
8 investigative consumer report is sought. Plaintiff alleges that not only did disclosure form present  
9 information in a manner that was confusing to a reasonable reader, but was directly contravened  
10 by the requirement set forth in Cal. Civ. Code § 1786.16(a)(2) that an investigative consumer  
11 report be procured only for "a permissible purpose." This cannot be the case if Defendants  
12 compelled Plaintiff and similarly situated drivers Amazon Flex delivery drivers to sign off on an  
13 open-ended, perpetual authorization (or "evergreen consent"), in violation of Cal. Civ. Code  
14 section 1786.16(a)(2) (requiring that a written disclosure be provided "at any time" an  
15 investigative consumer report is sought, subject to narrow exceptions), which allows Defendants  
16 to obtain a background report without providing the requisite disclosure(s) or obtaining the  
17 necessary authorization.

18 (c) Plaintiff further alleges that if a disclosure form provided by Defendants  
19 and Plaintiff and similarly situated Amazon Flex delivery drivers, said disclosure form violated  
20 Civil Code section 1785.20.5(a) because it:

- 21 i. failed to identify the specific basis under Labor Code §1024.5(a) for  
22 use of the report;
- 23 ii. failed to inform Plaintiff and similarly situated drivers Amazon Flex  
24 delivery drivers of the source of the report; and
- 25 iii. did not contain a check box that Plaintiff and similarly situated  
26 Amazon Flex delivery drivers could check off to receive a copy of their credit report.

27 19. Additionally, Plaintiff alleges, Defendants maintain a policy, practice, and/or  
28 procedure whereby, within three days of requesting investigative consumer reports regarding

1 Plaintiff and similarly situated Amazon Flex delivery drivers, they fail to:

2 (a) inform Plaintiff and similarly situated drivers and Amazon Flex delivery  
3 drivers, in writing, of their right to request additional disclosures as provided in 15 U.S.C.  
4 §1681d(b); and

5 (b) provide a written summary of the rights of Plaintiff and similarly situated  
6 Amazon Flex delivery drivers pursuant to 15 U.S.C. §§1681g(c).

7 20. Therefore, Plaintiff alleges, Defendants violated Section 1681d(a)(1) of the FCRA  
8 by failing to provide to Plaintiff and similarly situated Amazon Flex delivery drivers within three  
9 days of requesting investigative consumer reports regarding them a disclosure, in writing,  
10 informing them of their right to request the additional disclosures provided for under Section  
11 1681d(b) of the FCRA.

12 21. Plaintiff further alleges that Defendants further violated of Section 1681d(a)(1) of  
13 the FCRA by failing to provide to Plaintiff and similarly situated Amazon Flex delivery drivers  
14 within three days of requesting investigative consumer reports a written disclosure, including a  
15 written summary of their rights pursuant to Section 1681g(c) of the FCRA.

16 22. By failing to provide Plaintiff and similarly situated Amazon Flex delivery drivers  
17 with a document that constituted a written disclosure form, Plaintiff alleges Defendants violated  
18 the FCRA as follows:

19 (a) Defendants failed to provide Plaintiff and similarly situated Amazon Flex  
20 delivery drivers a document that constituted an FCRA disclosure in a separate document that  
21 consisted solely of the disclosure before running background reports on them;

22 (b) Defendants failed, within three days of requesting investigative consumer  
23 reports regarding Plaintiff and similarly situated prospective, current, and former drivers and  
24 Amazon Flex delivery drivers, to inform them, in writing, of their right to request additional  
25 disclosures as provided in 15 U.S.C. §1681d(b);

26 (c) Defendants failed, within three days of requesting investigative consumer  
27 reports regarding Plaintiff and similarly situated Amazon Flex delivery drivers, to provide them  
28 with a written summary of the rights of Plaintiff and similarly situated prospective, current, and

1 former drivers and Amazon Flex delivery drivers pursuant to 15 U.S.C. §§1681g(c);

2 (d) Defendants failed, within three days of requesting investigative consumer  
3 reports regarding Plaintiff and similarly situated Amazon Flex delivery drivers, to provide them a  
4 disclosure, in writing, informing them of their right to request the additional disclosures provided  
5 for under Section 1681d(b) of the FCRA; and

6 (e) Defendants failed, within three days of requesting investigative consumer  
7 reports regarding Plaintiff and similarly situated Amazon Flex delivery drivers, to provide them a  
8 written disclosure, including a written summary of their rights pursuant to Section 1681g(c) of the  
9 FCRA.

10 23. By failing to provide Plaintiff and similarly situated Amazon Flex delivery drivers  
11 with a document that constituted a written disclosure form, Plaintiff alleges Defendants violated  
12 the ICRAA as follows:

13 (a) Defendants failed to provide Plaintiff and similarly situated prospective,  
14 current, and former drivers and Amazon Flex delivery drivers a clear and conspicuous disclosure  
15 in writing, in a document consisting solely of the disclosure, at any time before a background  
16 report was procured or caused to be procured on them that:

17 i. an investigative report may be obtained;  
18 ii. identified the permissible purpose of the report;  
19 iii. the disclosure may have included information on Plaintiff's and  
20 similarly situated prospective, current, and former employees' character, general reputation,  
21 personal characteristics, and mode of living;

22 iv. identified the name, address, and telephone number of the  
23 investigative consumer reporting agency conducting the investigation;

24 v. notified Plaintiff and similarly situated Amazon Flex delivery  
25 drivers, in writing, of the nature and scope of the investigation requested, including a summary of  
26 the provisions of Cal. Civ. Code § 1786.22; and

27 vi. notified Plaintiff and similarly situated Amazon Flex delivery  
28 drivers of the Internet Web site address of the investigative consumer reporting agency or, if the

1 agency had no Internet Web site address, the telephone number of the agency, where the consumer  
2 may find information about the investigative reporting agency's privacy practices, including  
3 whether Plaintiff's and similarly situated prospective, current, and former drivers' and Amazon  
4 Flex delivery drivers' personal information will be sent outside the United States or its territories.

5 (b) Defendants failed to obtain written authorization of Plaintiff and similarly  
6 situated Amazon Flex delivery drivers for the procurement of the report;

7 (c) Defendants failed to certify to the investigative consumer reporting agency  
8 that they had made the applicable disclosures to Plaintiff and similarly situated Amazon Flex  
9 delivery drivers as required;

10 (d) Defendants failed to agree to provide copies of the reports to Plaintiff  
11 similarly situated Amazon Flex delivery drivers;

12 (e) Defendants failed to provide Plaintiff and similarly situated Amazon Flex  
13 delivery drivers a means by which they could indicate on a written form, by means of a box to  
14 check, that they wished to receive a copy of any report that is prepared; and

15 (f) Defendants further failed to send Plaintiff and similarly situated Amazon  
16 Flex delivery drivers a copy within three business days of the day the reports were provided to  
17 Defendants if Plaintiff and similarly situated prospective, current, and former drivers and Amazon  
18 Flex delivery drivers which to received a copy of the report.

19 24. By failing to provide Plaintiff and similarly situated Amazon Flex delivery drivers  
20 with a document that constituted a written disclosure form, Plaintiff alleges Defendants violated  
21 the CCRAA as follows:

22 (a) Defendants failed to identify the specific basis under Labor Code  
23 §1024.5(a) for use of the report;

24 (b) Defendants failed to inform Plaintiff and similarly situated prospective,  
25 Amazon Flex delivery drivers of Defendants of the source of the report; and

26 (c) Defendants failed to include a check box that Plaintiff and similarly situated  
27 Amazon Flex delivery drivers of Defendants could check off to receive a copy of their credit  
28 report.

1           25. In the alternative, Plaintiff alleges, if Defendants did provide Plaintiff and similarly  
2 situated Amazon Flex delivery drivers with a document that constituted a written disclosure form,  
3 the written disclosure form provided was not compliant with the FCRA based on the following:

- 4           (a) It was not a stand-alone document;
- 5           (b) It was not a document that consisted solely of the disclosure; and
- 6           (c) It included extraneous information.

7           26. In the alternative, Plaintiff alleges, if Defendants did provide Plaintiff and similarly  
8 situated Amazon Flex delivery drivers with a document that constituted a written disclosure form,  
9 the written disclosure form provided was not compliant with the ICRAA based on the following:

- 10           (a) It was not provided at any time a background report was sought for  
11 employment purposes;
- 12           (b) It was not clear and conspicuous;
- 13           (c) It was not a stand-alone document;
- 14           (d) It was not a document that consisted solely of the disclosure;
- 15           (e) It included extraneous information;
- 16           (f) It failed to state that an investigate consumer report may be obtained;
- 17           (g) It failed to identify the permissible purpose of the report;
- 18           (h) It failed to provide that the disclosure may include information regarding  
19 Plaintiff's and similarly situated Amazon Flex delivery drivers' character, general reputation,  
20 personal characteristics, and mode of living;
- 21           (i) It failed to identify the name, address, and telephone number of the  
22 investigative consumer reporting agency conducting the investigation;
- 23           (j) It failed to notify Plaintiff and similarly situated Amazon Flex delivery  
24 drivers, in writing, of the nature and scope of the investigation requested, including a summary of  
25 the provision of Cal. Civ. Code §1786.22; and
- 26           (k) It failed to notify Plaintiff and similarly situated Amazon Flex delivery  
27 drivers of the internet web site address of the investigative consumer reporting agency conducting  
28 the investigation.





1 issues and/or to exclude improper constituents as may subsequently prove necessary.

2 31. Numerosity: The class members are so numerous that the individual joinder of each  
3 individual class member is impractical. While Plaintiff does not currently know the exact number  
4 of class members, Plaintiff is informed and believes that the actual number exceeds the minimum  
5 required for numerosity under the law.

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

9 (a) Whether it is Defendants' standard procedure to provide a stand-alone  
10 written disclosure that is clear and conspicuous to class members before obtaining a consumer  
11 report, investigative consumer report, and/or credit report in compliance with the statutory  
12 mandates;

13 (b) Whether it is Defendants' standard procedure to provide class members  
14 reasonable opportunity to obtain copies of their consumer reports, investigative consumer reports,  
15 and/or credit reports in compliance with the statutory mandates;

16 (c) Whether it is Defendants' standard procedure to provide class members with  
17 copies of their consumer report, investigative consumer report, and/or credit report in a timely  
18 matter in compliance with the statutory mandates;

19 (d) Whether it is Defendants' standard procedure to class members with a copy  
20 of the report, or summary of their rights under the FCRA;

21 (e) Whether it is Defendants' standard procedure to identify a specific basis for  
22 requesting a consumer credit report in compliance with the statutory mandates;

23 (f) Whether Defendants' failures to comply with the FCRA, ICRAA, or  
24 CCRAA were willful or grossly negligent;

25 (g) Whether Defendants' conduct described herein constitutes a violation of the  
26 UCL; and

27 (h) The appropriate amount of statutory damages, attorneys' fees, and costs  
28 resulting from Defendants' violations of federal and California law.



1           33.    Typicality: Plaintiff's claims are typical of the other class members' claims.  
2 Plaintiff is informed and believes and thereon alleges that Defendants have a policy, practice,  
3 and/or procedures, or a lack of a policy, practice, and/or procedure, which resulted in Defendants  
4 failing to comply with the FCRA, ICRAA, and/or CCRAA as alleged herein.

5           34.    Adequacy of Class Representative: Plaintiff is adequate class representative in that  
6 they have no interest that is adverse to, or otherwise in conflict with, the interests of absent class  
7 members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of class members.  
8 Plaintiff will fairly and adequately represent and protect the interests of class members.

9           35.    Adequacy of Class Counsel: Plaintiff's counsel are adequate class counsel in that  
10 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in  
11 class action litigation and are dedicated to vigorously prosecuting this action on behalf of Plaintiff  
12 and absent class members.

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

23   **FIRST CAUSE OF ACTION**

24                   **FAILURE TO PROVIDE DISCLOSURE/PROPER DISCLOSURE IN VIOLATION OF**  
25                   **15 U.S.C. §§ 1681b(b)(2)(A) (FAIR CREDIT REPORTING ACT)**  
26                   **(Against All Defendants and DOE Defendants by Plaintiff and the FCRA Class)**

27           37.    Plaintiff incorporates all paragraphs above as though fully set forth herein.

28           38.    Defendants are "persons" as defined by section 1681a(b) of the FCRA.

1           39. Plaintiff and FCRA Class Members are consumers within the meaning section  
2 1681a(c) of the FCRA, because they are "individuals."

3           40. Defendants violated section 1681b(b)(2)(A) of the FCRA by failing to provide  
4 Plaintiff and FCRA Class Members with a clear and conspicuous written disclosure, before a  
5 report is procured or caused to be procured, that a consumer report may be obtained for  
6 employment purposes, in a document that consists solely of the disclosure.

7           41. Based upon the facts likely to have evidentiary support after a reasonable  
8 opportunity for further investigation and discovery, Plaintiff alleges Defendants have a policy,  
9 practice, and/or procedure of failing to provide any disclosure whatsoever or, in the alternative,  
10 failing to provide an adequate written disclosure to Plaintiff and FCRA Class Members before  
11 procuring consumer reports or causing consumer reports to be procured. Pursuant to that policy,  
12 practice, and/or procedure, Defendants procured consumer reports or caused consumer reports to  
13 be procured for Plaintiff and FCRA Class Members without first providing a written disclosure or,  
14 in the alternative, a written disclosure in compliance with section 1681b(b)(2)(A) of the FCRA.

15           42. Defendants' conduct in violation of section 1681b(b)(2)(A) of the FCRA was and is  
16 willful. Defendants acted in deliberate or reckless disregard of their obligations and the rights of  
17 Plaintiff and FCRA Class Members. Defendants' willful conduct is reflected by, among other  
18 things, the following:

19           (a) Defendants are large corporations with access to legal advice through their  
20 own general counsel's office and outside counsel;

21           (b) The third-party background check provider in this case, Accurate  
22 Backgrounds, Inc., is an established background check provider; and

23           (c) The plain language of the statute unambiguously indicates a written  
24 disclosure is required and that including extraneous and unclear information in a disclosure  
25 violates disclosure requirements.

26           43. Accordingly, Defendants willfully violated and continue to violate the FCRA  
27 including, but not limited to section 1681b(b)(2)(A). Defendants' willful conduct is reflected by,  
28 among other things, the facts set forth above.

1 44. As a result of Defendants' illegal procurement of consumer reports by way of their  
2 failure to provide a disclosure or, in that alternative, utilizing an inadequate disclosure, as set forth  
3 above, Plaintiff and FCRA Class Members have been injured including, but not limited to, having  
4 their privacy and statutory rights invaded in violation of the FCRA.

5 45. Plaintiff, on behalf of himself and the FCRA Class Members, seek all available  
6 remedies pursuant to 15 U.S.C. § 1681n including statutory damages and/or actual damages,  
7 punitive damages, injunctive and equitable relief, and attorneys' fees and costs.

8 46. In the alternative to Plaintiff's allegation that these violations were willful, Plaintiff  
9 alleges that the violations were negligent and seeks the appropriate remedy, if any, under 15 U.S.C.  
10 § 1681o.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE PROPER SUMMARY OF RIGHTS IN VIOLATION OF**  
13 **15 U.S.C. §§ 1681d(a)(1) AND 1681g(c)**  
14 **(FAIR CREDIT REPORTING ACT)**

15 **(Against All Defendants and DOE Defendants by Plaintiff and the FCRA Class)**

16 47. Plaintiff incorporates all paragraphs above as though fully set forth herein.

17 48. 15 U.S.C. § 1681d(a) states:

- 18 (a) Disclosure of fact of preparation - A person may not procure or cause to be
- 19 prepared an investigative consumer report on any consumer unless -
- 20 (1) it is clearly and accurately disclosed to the consumer that an
- 21 investigative consumer report including information as to his
- 22 character, general reputation, personal characteristics, and mode of
- 23 living, which are applicable, may be made, and such disclosure
- 24 (A) is made in a writing mailed, or otherwise delivered, to the
- 25 consumer, not later than three days after the date on which
- 26 the report was first requested, and
- 27 (B) includes a statement informing the consumer of his right to
- 28 request the additional disclosures provided for under
- subsection (b) of this section and the written summary of the
- rights of the consumer prepared pursuant to section 1681g(c)
- of this title....

49. 15 U.S.C. § 1681d(b) states:

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(b) Disclosure on request of nature and scope of investigation  
Any person who procures or causes to be prepared an investigative consumer report on any consumer shall, upon written request made by the consumer within a reasonable period of time after the receipt by him of the disclosure required by subsection (a)(1), make a complete and accurate disclosure of the nature and scope of the investigation requested. This disclosure shall be made in a writing mailed, or after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

50. 15 U.S.C. § 1681g(c) further provides for summary of rights to obtain and dispute information in consumer reports and to obtain credit scores:

(c) Summary of rights to obtain and dispute information in consumer reports and to obtain credit scores

(1) Commission summary of rights required

(A) In general

The Commission shall prepare a model summary of the rights of consumers under this subchapter.

(B) Content of summary

The summary of rights prepared under subparagraph (A) shall include a description of-

- (i) the right of a consumer to obtain a copy of a consumer report under subsection (a) from each consumer reporting agency;
- (ii) the frequency and circumstances under which a consumer is entitled to receive a consumer report without charge under section 1681i of this title;
- (iii) the right of a consumer to dispute information in the file of the consumer under section 1681i of this title;
- (iv) the right of a consumer to obtain a credit score from a consumer reporting agency, and a description of how to obtain a credit score;
- (v) the method by which a consumer can contact, and obtain a consumer report from, a consumer reporting agency without charge, as provided in the regulations of the Bureau prescribed under section 211(c) of the Fair and Accurate Credit Transactions Act of 2003; and
- (vi) the method by which a consumer can contact, and obtain a consumer report from, a consumer reporting agency described in section 1681 a(w) of this title, as provided in the regulations of the Bureau prescribed under section 1681j(a)(1)(C) of this title.

51. As alleged herein, Defendants failed to comply with 15 U.S.C. § 1681d(a) because Defendants failed provide any disclosure or, in the alternative, failed to clearly and accurately

1 disclose to Plaintiff and FCRA Class Members that an investigative consumer report including  
2 information as to their character, general reputation, personal characteristics, and mode of living  
3 may be made.

4 52. Defendants further failed to comply with 15 U.S.C. § 1681d(a) and 15 U.S.C. §  
5 1681d(b) because Defendants failed to provide Plaintiff and FCRA Class members a written  
6 disclosure, within three days of requesting an investigative consumer report regarding them,  
7 including a statement informing Plaintiff and FCRA Class Members of their right to request the  
8 additional disclosures provided for under Section 1681d(b) of the FCRA.

9 53. In further violation of 15 U.S.C. § 1681d(a), because Defendants failed to provide  
10 Plaintiff and FCRA Class members a written disclosure, within three days of requesting an  
11 investigative consumer report regarding them, including a written summary of the rights of  
12 Plaintiff and FCRA Class members prepared pursuant to Section 1681g(c) of the FCRA.

13 54. Additionally, Defendants did not comply with Section 1681g(c)(B)(1) because they  
14 failed to provide Plaintiff and FCRA Class Members a summary of rights stating the right of a  
15 consumer to obtain a copy of a consumer report from each consumer reporting agency.

16 55. Defendants did not comply with Section 1681g(c)(B)(2) because they failed to  
17 provide Plaintiff and FCRA Class Members a summary of rights stating the frequency and  
18 circumstances under which a consumer is entitled to receive a consumer report without charge.

19 56. Defendants did not comply with Section 1681g(c)(B)(3) because they failed to  
20 provide Plaintiff and FCRA Class Members a summary of rights stating the right of a consumer to  
21 dispute information in the file of the consumer.

22 57. Defendants did not comply with Section 1681g(c)(B)(4) because they failed to  
23 provide Plaintiff and FCRA Class Members a summary of rights stating the right of a consumer to  
24 obtain a credit score from a consumer reporting agency and a description of how to obtain a credit  
25 score.

26 58. Defendants did not comply with Section 1681g(c)(B)(5) because they failed to  
27 provide Plaintiff and FCRA Class Members a summary of rights stating the method by which a  
28 consumer can contact, and obtain a consumer report from, a consumer reporting agency without

1 charge.

2 59. Defendants did not comply with Section 1681g(c)(B)(6) because they failed to  
3 provide Plaintiff and FCRA Class Members a summary of rights stating the method by which a  
4 consumer can contact, and obtain a consumer report from, a consumer reporting agency described  
5 in Section 1681a(w) of this title, as provided in the regulations of the Bureau prescribed under  
6 section 1681j(a)(1)(C) of this title.

7 60. Defendants conduct in violation of Sections 1681d(a)-(b) and 1681g(c) of the  
8 FCRA was and is willful. Defendants acted in deliberate or reckless disregard of their obligations  
9 and the rights of Plaintiff and FCRA Class Members. Defendants' willful conduct is reflected by,  
10 among other things, the following facts:

11 (a) Defendants are large corporations with access to legal advice through their  
12 own general counsel's office and outside counsel;

13 (b) The third-party background check provider in this case, Accurate  
14 Backgrounds, Inc., is an established background check provider; and

15 (c) The plain language of the statute unambiguously indicates that Defendants  
16 may not procure or cause to be prepared an investigative consumer report on Plaintiff and/or  
17 FCRA Class Members unless it is clearly and accurately disclosed to them that an investigative  
18 consumer report including information as to their character, general reputation, personal  
19 characteristics, and mode of living is made in a writing mailed, or otherwise delivered, to the  
20 consumer, not later than three days after the date on which the report was first requested, and  
21 includes a statement informing them of their right to request the additional disclosures.

22 61. Defendants willfully violated and continue to violate the FCRA including, but not  
23 limited to, Sections 1681d(a)-(b) and 1681g(c). Defendants' willful conduct is reflected by, among  
24 other things, the facts set forth above.

25 62. By willfully failing to provide Plaintiff and FCRA Class Members with the above-  
26 described information informing them of their right to request additional disclosures under the  
27 FCRA and further failing to provide them with a written summary of their rights under the FCRA,  
28 Defendants deprived Plaintiff and Class Members of their legal right to this information.





1 (B) The person procuring or causing the report to be made provides a clear and  
2 conspicuous disclosure in writing to the consumer at any time before the  
3 report is procured or caused to be made in a document that consists solely  
4 of the disclosure, that:

- 5 (i) An investigative consumer report may be obtained.  
6 (ii) The permissible purpose of the report is identified.  
7 (iii) The disclosure may include information on the consumer's  
8 character, general reputation, personal characteristics, and mode of  
9 living.  
10 (iv) Identifies the name, address, and telephone number of the  
11 investigative consumer reporting agency conducting the  
12 investigation.  
13 (v) Notifies the consumer in writing of the nature and scope of the  
14 investigation requested, including the provisions of Section  
15 1786.22.  
16 (vi) Notifies the consumer of the Internet Web site address of the  
17 investigative consumer reporting agency identified in clause (iv),  
18 or, if the agency has no Internet Web site address, the telephone  
19 number of the agency, where the consumer may find information  
20 about the investigative reporting agency's privacy practices,  
21 including whether the consumer's personal information will be sent  
22 outside the United States or its territories and information that  
23 complies with subdivision (d) of Section 1786.20. This clause shall  
24 become operative on January 1, 2012.

25 (C) The consumer has authorized in writing the procurement of the report.

26 70. On information and belief, and based upon the facts likely to have evidentiary  
27 support after a reasonable opportunity for further investigation and discovery, Defendants had and  
28 have a policy, practice, and/or procedure of procuring investigative consumer reports or causing  
investigative consumer reports to be procured for Plaintiff and ICRAA Class Members without  
providing them any disclosures whatsoever or, in the alternative, without providing them with  
stand-alone disclosures and obtaining authorization every time, as required by law.

71. Pursuant to their policies, practices, and/or procedures, Defendants violated section  
1786.16(a)(2) of the ICRAA by failing to provide Plaintiff and ICRAA Class Members with any  
written disclosure prior to procuring a background report or, in the alternative, by failing to  
provide Plaintiff and ICRAA Class Members a clear and conspicuous disclosure in writing that  
consisted solely of the disclosure, which adequately notified the consumer of the nature and scope  
of the investigation, and failing to obtain written authorization each time an investigative



1 consumer report is sought and procured with a permissible purpose as required by law.

2 72. Defendants further violated section 1786.16(a)(2)(B)(iv) by failing to identify each  
3 investigative consumer reporting agency conducting the investigation.

4 73. Defendants further violated section 1786.16(a)(2)(B)(vi) by failing to notify the  
5 Plaintiff and ICRAA Class Members of the Internet Web site address of the investigative  
6 consumer reporting agency identified in section 1786.16(a)(2)(B)(iv), or, if the agency has no  
7 Internet Web site address, the telephone number of the agency, where the consumer may find  
8 information about the investigative reporting agency's privacy practices, including whether the  
9 consumer's personal information will be sent outside the United States or its territories and  
10 information that complies with subdivision (d) of Section 1786.20.

11 74. On information and belief and based upon the facts likely to have evidentiary  
12 support after a reasonable opportunity for further investigation and discovery, Defendants had and  
13 have a policy and practice of procuring investigative consumer reports or causing investigative  
14 consumer reports to be procured for Plaintiff and ICRAA Class Members without:

15 (a) providing Plaintiff and ICRAA Class Members with clear and conspicuous  
16 stand-alone disclosures each time a background report is requested, as required by law;

17 (b) obtaining authorization every time a background report is requested;

18 75. Pursuant to Defendants' policies, practices, and/or procedures, Defendants procured  
19 investigative consumer reports or caused investigative consumer reports to be procured for  
20 Plaintiff and ICRAA Class Members without complying with the requirements set forth in  
21 1786.16(a)(2) of the ICRAA.

22 76. Accordingly, Defendants willfully violated and continue to violate the ICRAA  
23 including, but not limited to § 1786.16(a)(2), Defendants' willful or grossly negligent conduct is  
24 reflected by, among other things, the facts set forth above.

25 77. As a result of Defendants' willful or grossly negligent failure to provide the  
26 required form as set forth above, Plaintiff and Class Members have been injured including, but not  
27 limited to, having their privacy and statutory rights invaded in violation of the ICRAA, among  
28 other injuries.



1 informs the person of the source of the report; and (c) contains a box that the person may check off  
2 to receive a copy of the credit report. The employer must provide the report to the applicant or  
3 employee contemporaneously and at no charge.

4 86. Defendants willfully violated section 1785.20.5(a) of the CCRAA as to Plaintiff  
5 and CCRAA Class Members, because they failed to provide written notice to Plaintiff and  
6 CCRAA Class Members that references a specific basis for the report under Cal. Lab. Code §  
7 1024.

8 87. Defendants willfully violated section 1785.20.5(b) of the CCRAA as to Plaintiff  
9 and CCRAA Class Members, because they failed to provide written notice to Plaintiff and  
10 CCRAA Class Members that informed them of the source of the report.

11 88. Defendants willfully violated section 1785.20.5(c) of the CCRAA as to Plaintiff  
12 and CCRAA Class Members, because they failed to provide written notice to Plaintiff and  
13 CCRAA Class Members that contained a box that they may check off to receive a copy of the  
14 credit report.

15 89. On information and belief and based upon the facts likely to have evidentiary  
16 support after a reasonable opportunity for further investigation and discovery, Defendants had a  
17 policy, practice, and/or procedure of (a) failing to identify the specific basis under Labor Code  
18 §1024.5(a) for use of the report; (b) failing to identify the source of the report; (c) failed to contain  
19 a box that the they may check off to receive a copy of the credit report.

20 90. Pursuant to that policy, practice, and/or procedure Defendants willfully violated  
21 section 1785.20.5(a) of the CCRAA as to Plaintiff and CCRAA Class Members.

22 91. Accordingly, Defendants willfully violated and continue to violate the CCRAA  
23 including, but not limited to, section 1785.20.5(a) and have violated the privacy rights of Plaintiff  
24 and CCRAA Class Members. Defendants' willful conduct is reflected by, among other things, the  
25 facts set forth above.

26 92. As a result of Defendants' willful conduct as set forth above, Plaintiff and CCRAA  
27 Class Members have been injured including, but not limited to, having their privacy and statutory  
28 rights invaded in violation of the CCRAA, among other injuries.



1 suffered harm as described herein.

2 100. Pursuant to Bus. & Prof. Code § 17203, Plaintiff seek an order enjoining  
3 Defendants from continuing to engage in the unfair and unlawful conduct described herein.  
4 Plaintiff seek an order (a) requiring Defendants to cease the unfair and unlawful practices  
5 described herein; and (b) awarding reasonable costs and attorneys' fees pursuant to California  
6 Code Civ. Proc. § 1021.5.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE, PLAINTIFF ON THEIR OWN BEHALF AND ON BEHALF OF**  
9 **THOSE SIMILARLY SITUATED, PRAY FOR RELIEF AND JUDGMENT AGAINST**  
10 **DEFENDANTS AS FOLLOWS:**

11 1. An order certifying the proposed Classes, designating Plaintiff as named  
12 representatives of the Classes, and designating the undersigned as Class Counsel;

13 2. A Declaration that Defendants' practices violate the FCRA, ICRAA, CCRAA, and  
14 UCL;

15 3. An award of statutory, compensatory, special, general, and punitive damages  
16 according to proof against Defendants;

17 4. An award of appropriate equitable relief, including but not limited to an injunction  
18 forbidding Defendants from engaging in further unlawful conduct in violation of the FCRA,  
19 ICRAA, CCRAA, and UCL;

20 5. An award of pre-judgment and post-judgment interest, as provided by law;

21 6. Leave to amend the Complaint to conform to the evidence produced at trial;

22 7. An award of attorneys' fees and costs, as allowed by law, including an award of  
23 attorneys' fees and costs pursuant to 15 U.S.C. § 1681n, 15 U.S.C. 1681o, Cal. Civ. Code §§  
24 1786.50 and 1785.31(a), Cal. Civ. Proc. Code § 1021.5; and

25 8. Such other relief as the Court deems just and proper or as authorized by statute.

26

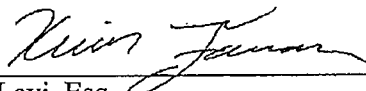
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Dated: September 15, 2021

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

By:   
Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Anwar D. Burton, Esq.  
Kevin Joseph Farnan, Esq.

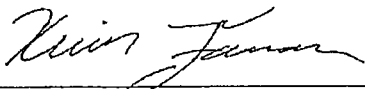
Attorneys for Plaintiff NAREK MIKE MELIKYAN,  
on behalf of himself and others similarly situated

**DEMAND FOR JURY TRIAL**

Plaintiff NAREK MIKE MELIKYAN demand a trial by jury for himself, and on behalf of  
other members of the FCRA, ICRAA, and CCRAA Classes, on all claims so triable.

Dated: September 15, 2021

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

By:   
Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Anwar D. Burton, Esq.  
Kevin Joseph Farnan, Esq.

Attorneys for Plaintiff NAREK MIKE MELIKYAN,  
on behalf of himself and others similarly situated

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joseph Lavi, Esq. (SBN 209776); Vincent C. Granbery, Esq. (SBN 276483); Kevin Joseph Farnan (SBN 327524); LAVI & EBRAHIMIAN, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211  TELEPHONE NO.: 310-432-0000 FAX NO. (Optional): 310-432-0001 ATTORNEY FOR (Name): NAREK MIKE MELIKYAN, and others similarly situated	FOR COURT USE ONLY  <b>CONFORMED COPY ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>SEP 15 2021</b>  Sheri R. Carter, Executive Officer/Clerk of Court By: Kristina Vargas, Deputy <b>BY FAX</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. HILL STREET MAILING ADDRESS: 111 N. HILL STREET CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NAME: MELIKYAN V. AMAZON.COM, INC.; et al.
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <b>21STCV34067</b> 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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. <input type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries; or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence  | f. <input checked="" type="checkbox"/> 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): Five (5)
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: September 15, 2021

Kevin Joseph Farnan

Kevin Joseph Farnan

(TYPE OR PRINT NAME)

(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

<b>Auto Tort.</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i>	Construction Defect (10)
Asbestos (04)	Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i>	Claims Involving Mass Tort (40)
Asbestos Property Damage	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Personal Injury/Wrongful Death	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Product Liability <i>(not asbestos or toxic/environmental)</i> (24)	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Medical Malpractice (45)	Collection Case—Seller Plaintiff	<b>Enforcement of Judgment</b>
Medical Malpractice—Physicians & Surgeons	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Other Professional Health Care Malpractice	Insurance Coverage <i>(not provisionally complex)</i> (18)	Abstract of Judgment (Out of County)
<b>Other PI/PD/WD (23)</b>	Auto Subrogation	Confession of Judgment <i>(non-domestic relations)</i>
Premises Liability (e.g., slip and fall)	Other Coverage	Sister State Judgment
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Other Contract (37)	Administrative Agency Award <i>(not unpaid taxes)</i>
Intentional Infliction of Emotional Distress	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Negligent Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
<b>Other PI/PD/WD</b>	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
<b>Non-PI/PD/WD (Other) Tort</b>	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Business Tort/Unfair Business Practice (07)	Wrongful Eviction (33)	Other Complaint <i>(not specified above)</i> (42)
Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Defamation (e.g., slander, libel) (13)	Writ of Possession of Real Property	Injunctive Relief Only <i>(non-harassment)</i>
Fraud (16)	Mortgage Foreclosure	Mechanics Lien
Intellectual Property (19)	Quiet Title	Other Commercial Complaint Case <i>(non-tort/non-complex)</i>
Professional Negligence (25)	Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i>	Other Civil Complaint <i>(non-tort/non-complex)</i>
Legal Malpractice	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Other Professional Malpractice <i>(not medical or legal)</i>	Commercial (31)	Partnership and Corporate Governance (21)
<b>Other Non-PI/PD/WD Tort (35)</b>	Residential (32)	Other Petition <i>(not specified above)</i> (43)
<b>Employment</b>	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Civil Harassment
Wrongful Termination (36)	<b>Judicial Review</b>	Workplace Violence
Other Employment (15)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	



SHORT TITLE: MELIKYAN V. AMAZON.COM, INC.; et al.	CASE NUMBER <b>21STCV34067</b>
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**BY FAX**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.</li> <li>2. Permissive filing in central district.</li> <li>3. Location where cause of action arose.</li> <li>4. Mandatory personal injury filing in North District.</li> <li>5. Location where performance required or defendant resides.</li> <li>6. Location of property or permanently garaged vehicle.</li> </ul> | <ul style="list-style-type: none"> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> <li>11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).</li> </ul> |
|--|---|

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: MELIKYAN V. AMAZON.COM, INC., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> A6109 Labor Commissioner Appeals	10
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)		5, 6, 11	
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5	
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5	
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 6, 9	
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
<input type="checkbox"/> A6032 Quiet Title		2, 6	
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: MELIKYAN V. AMAZON.COM, INC., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C: Applicable Reasons - See Step 3 Above.
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Enforcement of Judgment	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9		
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)		1, 2, 8	
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment With Damages	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender		2, 7	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8		
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		

SHORT TITLE: MELIKYAN V. AMAZON.COM, INC.; et al.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.	<b>ADDRESS:</b>  			
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; border: 1px solid black; padding: 2px;">CITY:</td> <td style="width:33%; border: 1px solid black; padding: 2px;">STATE:</td> <td style="width:33%; border: 1px solid black; padding: 2px;">ZIP CODE:</td> </tr> </table>	CITY:	STATE:	ZIP CODE:	
CITY:	STATE:	ZIP CODE:		

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: September 15, 2021

Kevin Joseph Farnan  
 Digitally signed by Kevin Joseph Farnan  
 DN: cn=Kevin Joseph Farnan, o=Law and Abrahamian LLP, ou, email=kj@arnan@lawandabrahamian.com, c=US  
 Date: 2021.09.15 11:24:35 -0700

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(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

<p><b>SUPERIOR COURT OF CALIFORNIA</b>  <b>COUNTY OF LOS ANGELES</b></p>	<p style="font-size: small;">Reserved for Clerk's File Stamp</p> <p style="font-size: large; font-weight: bold;">FILED</p> <p>Superior Court of California                  County of Los Angeles</p> <p style="font-size: large; font-weight: bold;">09/15/2021</p> <p style="font-size: small;">Sherri R. Carter, Executive Officer / Clerk of Court</p> <p>By: <u>          K. Vargas          </u> Deputy</p>
<p>COURTHOUSE ADDRESS:                  Spring Street Courthouse                  312 North Spring Street, Los Angeles, CA 90012</p>	
<p><b>NOTICE OF CASE ASSIGNMENT</b></p> <p><b>UNLIMITED CIVIL CASE</b></p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p>CASE NUMBER:  <b>21STCV34067</b></p>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Kenneth R. Freeman	14					

Given to the Plaintiff/Cross-Complainant/Attorney of Record           Sherri R. Carter, Executive Officer / Clerk of Court            
 on 09/15/2021 By           K. Vargas          , Deputy Clerk  
(Date)

**INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

**APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

**COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

**CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

**STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

**Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

**\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 14

21STCV34067

NAREK MIKE MELIKYAN vs AMAZON.COM, INC., et al.

September 22, 2021

10:30 AM

Judge: Honorable Kenneth R. Freeman

Judicial Assistant: B. Guerrero

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Court Order Re: Recusal Pursuant to Code of Civil Procedure Section 170.1(a)(6)(A)(iii);

The Court recuses itself on this case. Recusal of Judge Kenneth R. Freeman.

The case is ordered transferred to Judge David S. Cunningham in Department 11 at the Spring Street Courthouse for reassignment purposes only.

Counsel for Plaintiff is to give notice.

Certificate of Mailing is attached.



<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	<b>FILED</b> Superior Court of California County of Los Angeles 09/22/2021
PLAINTIFF/PETITIONER: Narek Mike Melikyan	Sherri R. Carter, Executive Officer / Clerk of Court By: <u>B. Guerrero</u> Deputy
DEFENDANT/RESPONDENT: Amazon.com, Inc. et al	
<b>CERTIFICATE OF MAILING</b>	CASE NUMBER: 21STCV34067

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order Re: Recusal Pursuant to Code of Civil Procedure S...) of 09/22/2021 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Joseph Lavi  
LAVI & EBRAHIMIAN, LLP  
8889 W Olympic Blvd  
Suite 200  
Beverly Hills, CA 90211

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 09/22/2021

By: B. Guerrero  
Deputy Clerk

**CERTIFICATE OF MAILING**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 11

**21STCV34067**

**NAREK MIKE MELIKYAN vs AMAZON.COM, INC., et al.**

September 30, 2021

2:32 PM

Judge: Honorable David S. Cunningham

CSR: None

Judicial Assistant: Patricia Flores

ERM: None

Courtroom Assistant: None

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Court Order Re: Case Reassignment

This case was ordered transferred to the Assistant Supervising Judge of Complex Civil Litigation, Judge David S. Cunningham, for reassignment purposes only.

The case is reassigned for the following reason: Recusal of Judge Kenneth R. Freeman.

Good cause appearing and on order of the Court, the above matter is reassigned at the direction of the Supervising Judge to Judge Amy D. Hogue in Department 7 at the Spring Street Courthouse for all further proceedings.

Plaintiff is ordered to forthwith serve a copy of this minute order on all parties and file a proof of service within seven (7) days of service.

Certificate of Mailing is attached.

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	<b>FILED</b> Superior Court of California County of Los Angeles <b>09/30/2021</b>
PLAINTIFF/PETITIONER: Narek Mike Melikyan	Sherri R. Carter, Executive Officer / Clerk of Court By: <u>          P. Flores          </u> Deputy
DEFENDANT/RESPONDENT: Amazon.com, Inc. et al	
<b>CERTIFICATE OF MAILING</b>	CASE NUMBER: 21STCV34067

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Court Order Re: Case Reassignment) of 09/30/2021 upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Joseph Lavi  
LAVI & EBRAHIMIAN, LLP  
8889 W Olympic Blvd  
Suite 200  
Beverly Hills, CA 90211

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 09/30/2021

By:           P. Flores            
Deputy Clerk

**CERTIFICATE OF MAILING**