

July 10, 2025

VIA ELECTRONIC SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Re: **Adnan Zafir Shami adv. Amazon.com Services, LLC**
PAGA Notice Pursuant to California Labor Code section 2699.3, et seq.

Dear Sir/Madam:

This firm represents Adnan Zafir Shami (hereinafter “Complainant”) and all other aggrieved employees who intend to file a claim against Amazon.com Services, LLC (hereinafter “Respondent”) with the Sacramento County Superior Court regarding violations of the California Labor Code committed by Respondent. This letter shall serve as notice, and a request, pursuant to California Labor Code section 2699.3, et seq. (Private Attorneys General Act of 2004 (hereinafter “PAGA”), that your agency investigate the alleged violations by Respondent described herein against Plaintiff and other current and/or former employees. If the agency does not intend to investigate the alleged violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Alleged to Have Been Violated

The above-mentioned civil action will be brought by Complainant against Respondent for violations of California Labor Code sections: 204 (untimely payment of wages); 510 (overtime); 1194(a) 1197, and 1197.1 (minimum wage); 226 (wage statement); 1174(d) and 1198.5 (recordkeeping); and 201-203 (payment of final wages).

Facts and Theories in Support of Alleged Violations

Complainant is informed and believes, and based thereon alleges, that at all times relevant herein, Respondent, Amazon.com Services, LLC (“Respondent”) is and has been a Delaware limited liability company with principal place of business located at 410 Terry Avenue North Seattle, WA 98109.

Claimant worked for Respondent as a warehouse employee beginning in or around October 2018 through on or about February 15, 2025.

Throughout the relevant time period, Respondent maintained uniform policies and practices that resulted in violations of Complainant and the Aggrieved Employee’s rights under the Labor Code. These policies, practices, and violations fall into the following general categories:



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Unlawful Alternative Workweek: Respondent utilizes a “40/10” alternative workweek in which aggrieved employees work regular shifts of forty hours per week, ten hours per day, four days per week, and thus are not paid at an overtime rate for all hours over eight in a workday. However, Respondent neglected to follow the required procedures for an alternative workweek election at Complainant’s location, and as such at no time had an effective alternative workweek. In particular and among other deficiencies, Respondent failed to conduct a secret ballot election for its employees at Complaint’s worksite. As such, Respondent did not compensate the Complainant and the Aggrieved Employees for all overtime hours worked on an overtime rate of pay. As a result of this practice, Respondent committed violations of Labor Code sections 510 (overtime); 226 (in accurate wage statement); 1174(d) and 1198.5 (recordkeeping); and 201-204 (timely payment of regular and final wages).

CONCLUSION

We provide notice pursuant to California Labor Code section 2699.3 of the Private Attorneys General Act of 2004, and specifically ask that your agency conduct an investigation as to the alleged violations described herein; or, in the alternative, if the agency does not intend to investigate the alleged violations, we ask that you issue an immediate notification letter to our office confirming the same so that we may proceed with our civil action with regard to the PAGA claims described herein against Respondent.

If you require anything further and/or have any questions, please do not hesitate to contact me. Nothing in this letter is intended to be, nor should be construed as, an admission against the interests of Complainant, and/or other current and/or former employees and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Respectfully submitted
LYFE LAW, LLP

/s/ John F. Litwin

By:

John F. Litwin, Esq.

cc: **VIA CERTIFIED MAIL**
AMAZON.COM SERVICES LLC
Koy Saechao,
Agent of Service of Process **AMAZON.COM SERVICES LLC**
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833