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October 3, 2025

VIA ELECTRONIC FILING

CALIFORNIA LABOR AND
WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

CALIFORNIA DIVISION OF
OCCUPATIONAL SAFETY AND HEALTH
455 Golden Gate Ave., Rm. 9516
San Francisco, CA 94102

VIA U.S. CERTIFIED MAIL

Amazon.com Services LLC
440 Terry Ave North
Seattle, WA 98109

Amazon.com Services LLC
202 Westlake Ave N
Seattle, WA 98109

Re: SHANNON JOHNSON V. AMAZON.COM SERVICES LLC

To the California Labor and Workforce Development Agency, the California Division of Occupational Safety and Health, and Amazon.com Services LLC (“Employer” or “Amazon”):

WorkWorld Law Corp. and the Law Offices of Alex P. Katofsky, APC jointly represent Shannon Johnson (“Plaintiff”), who intends to bring an action under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of the People of the State of California and approximately 100,000 current and former aggrieved employees employed by Amazon in its California warehouses between October 3, 2024, and the conclusion of the forthcoming action (“Statutory Period”) (hereinafter collectively “Employees”).

PAGA, specifically Section 2699, subdivision (a) of the California Labor Code, permits an aggrieved employee to recover civil penalties set forth within the California Labor Code for violations of the California Labor Code. In addition, Section 2699(f) establishes civil penalties for violations of California Labor Code provisions that do not contain their own civil penalties. Employees intend to bring a civil action to recover civil penalties for the violations identified below, including civil penalties pursuant to Section 2699, subdivision (f) as well as those civil penalties specifically set forth within the text of the California Labor Code. Those penalties are sought for violations committed against Employees of Employer.

I. MR. JOHNSON'S EMPLOYMENT AT AMAZON

Plaintiff Shannon Johnson began working for Amazon on or about October 1, 2022, at an Amazon California Delivery Station.

Amazon imposes productivity quotas requiring employees to stow a certain number of packages per hour, leaving workers seconds to unload each package. These quotas vary daily and are not clearly defined, leaving employees with little guidance beyond Amazon's requirement to meet unspecified hourly targets.

Conveyor belts frequently jam because of the wide spacing between them. Plaintiff often has to remind employees to stop the conveyor before clearing jams, as training on this process is very minimal. The belts are powered by rubber bands, which sometimes come off. Associates usually have to put the bands back on the rollers, but they have not been properly trained in how to do so safely.

Amazon's rapid pace results in packages frequently overflowing from conveyor belts, falling onto the floor, and creating tripping hazards that Plaintiff was often forced to warn others about. The work rate is unsafe from an ergonomic standpoint, and Plaintiff suffered back injuries on two separate occasions due to the demands of his job.

Plaintiff's first injury occurred during his second week of employment while assigned to "diverting" packages, a task for which he was not trained. Instead, Amazon instructed him to "watch and learn" from other employees. Amazon regularly assigns workers to new tasks without officially changing their job roles or providing required safety training. For example, Tier 1 workers, who are not supervisors, are sometimes required to perform Tier 3 supervisory duties such as acting as "Pad Lead," where they guide drivers in and out of the warehouse, without receiving any training. By contrast, positions such as "Yard Marshall" or "Traffic Control" include safety training. Plaintiff observed that even trained Traffic Control employees failed to follow safety standards, such as enforcing the 5-mph speed limit for contractors' delivery vehicles, and management failed to intervene.

Amazon also reduced its training program. Previously, employees received two days of classroom instruction and two days of shadowing; this was shortened to one day or less, with one trainer assigned to 12 trainees scattered throughout the facility. As a result, trainees were given full workloads on their first day, leading to workplace injuries. Plaintiff witnessed one such

incident and complained, but no changes were made. Although Amazon has a health and safety committee, Plaintiff found it to be ineffective, with complaints often ignored.

Amazon failed to ensure employees were capable of safely lifting heavy items before assigning heavy lifting duties. One classification of packages at Amazon range from 1 to 49 pounds, with a policy requiring team lifts for packages labeled as 50 pounds and over. In practice, employees are often required to lift packages labeled for team lifts by themselves, and some packages are mislabeled; Plaintiff personally weighed a box labeled under 49 pounds that exceeded 51 pounds. During diverting tasks, the mechanics of the work placed unsafe strain on Plaintiff's body, and he sustained a back injury.

Plaintiff's second injury occurred in December 2023 while unloading. Amazon assigned him heavier packages without adjusting his quota, requiring him to unload 2,000 packages per hour ranging from 1 to 49 pounds. While performing this task, Plaintiff reinjured the same back muscle he had strained earlier. Amazon placed unsafe productivity requirements on its workers, resulting in injuries caused primarily by repetitive movements. He reported both injuries to Amazon. Despite this, Amazon failed to investigate the cause of his injuries or provide retraining. In fact, Amazon placed Plaintiff in positions requiring heavy lifting of non-conveyor packages, which by policy required a team lift, yet he was expected to perform the work alone while still on light duty.

Safety hazards extended to equipment and infrastructure. Amazon's storage racks were often broken, with damaged shelving and defective wheels increasing the risk of falling packages. Plaintiff complained but received no response. After escalating the matter to the Ethics line, Amazon informed Plaintiff on February 15, 2025, that violations had been found but did not specify the details. Similarly, "U-boats" used for moving boxes had defective braking systems after Amazon modified them to roll more smoothly. Workers were instructed to "red tag" defective equipment, but Plaintiff observed that tagged equipment was often not repaired, returned to service without fixes, or left unusable for months while awaiting parts.

Amazon's quota system also interfered with legally required breaks. Workers were pressured to delay or bunch breaks together to meet quotas. On some occasions, employees worked from 8:15 a.m. to 3:00 p.m. without a break. Employees working over 10 hours often did not receive their required second lunch, and HR's position was that employees controlled their own breaks—even though workloads made it impossible to take them. Amazon claimed "standby" time counted as breaks, but employees were not free to leave during these periods.

When Plaintiff photographed unsafe conditions, HR selectively enforced Amazon's no-photograph policy against him, even though other employees regularly used phones without discipline.

Plaintiff also encountered excessive noise on the docks, where communication required shouting and music was often played at high volumes. Although Amazon provided ear buds, employees avoided them to hear intercom announcements. Plaintiff was never given a hearing test and Amazon does not conduct the required monitoring of noise levels for its employees in its California warehouses.

Heat was another issue, particularly on higher levels of the warehouse. While Amazon provided water, employees found it difficult to take recovery breaks when needed, and training on heat stress failed to inform them of their right to stop work to cool down.

Chemical exposure was also a concern. Plaintiff completed a 45-minute hazardous materials training course but he has not had refresher or renewal training since. Plaintiff noted that fabric gloves provided by Amazon leaked. Spills included battery acid and other hazardous substances. New hires receive only a very brief overview regarding hazardous materials and the training is ineffective and inadequate. When spills occur, most employees are unsure how to handle them safely, as hazard-specific training is not provided to everyone in the warehouse and is rushed when covered.

Emergency preparedness was inadequate. Associates do not receive training on how to use fire extinguishers and managers are the only ones permitted to handle them. During a vehicle fire in the parking lot, Amazon downplayed the risk, publicly stating that the vans contained no gas, even though drivers were required to fuel the vehicles. Workers were not informed during the fire and no debriefing occurred afterward.

Plaintiff has consistently raised concerns through the appropriate channels at Amazon. Management frequently promised corrective action but failed to follow through.

Mr. Johnson requested all documents he signed, including any records of health-and-safety training, and Amazon failed to provide copies, violating Labor Code § 432.

Mr. Johnson requested copies of Amazon's written injury and illness prevention plan and Amazon failed to provide a copy or otherwise provide access to Mr. Johnson, violating Labor Code § 6407.

II. AMAZON'S LABOR CODE VIOLATIONS

Pursuant to Section 2699.3, the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation, are as follows:

A. Violation of Labor Code § 6407

"Every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct." Lab. Code § 6407.

Plaintiff incorporates the preceding sections as if alleged fully herein, and asserts each and every one of the Employees experienced Amazon's violation of Labor Code § 6407, which is a violation of the same Labor Code provision committed against Mr. Johnson.

Amazon is subject to civil penalties as provided by law.

B. Unsafe Working Conditions

Plaintiff incorporates the preceding sections as if alleged fully herein, and asserts each and every one of the Employees experienced Amazon's violation of Labor Code §§ 6400, 6401, 6402, 6403, 6404, which are violations of the same Labor Code provisions committed against Mr. Johnson.

By committing the acts and omissions described in the preceding sections during the Statutory Period, Amazon also violated all of the Employees' rights under Labor Code, §§ 6400, 6401, 6402, 6403, 6404 by requiring and permitting unsafe work, and failing to provide safe workplaces, practices, and processes to its Employees. Amazon is subject to additional civil penalties as provided by law.

C. Failure to Implement Effective Injury and Illness Prevention Program

"Every employer shall establish, implement, and maintain an effective injury prevention program. The program shall be written, except as provided in subdivision (e), and shall include, but not be limited to, the following elements: (1) Identification of the person or persons responsible for implementing the program. (2) The employer's system for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. (3) The employer's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. (4) An occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment. (5) The employer's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. (6) The employer's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action." Lab. Code, 6401.7, subd. (a). "The employer shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard." Lab. Code, 6401.7, subd. (b).

"The employer shall train all employees when the training program is first established, all new employees, and all employees given a new job assignment, and shall train employees whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard, and whenever the employer receives notification of a new or previously unrecognized hazard." Lab. Code, 6401.7, subd. (c). "The employer shall keep appropriate records of steps taken to implement and maintain the program." Lab. Code, 6401.7, subd. (d). The standards board shall adopt a standard setting forth the employer's duties under this section...." Lab. Code, 6401.7, subd. (e)(1).

To substantially comply with Section 6401.7, pursuant to regulations the employer must provide adequate meetings, training programs, posting, written communications, a system of anonymous notification by employees about hazards, labor/management safety and health committees, or any other means that ensures communication with employees. Moreover, records of the steps taken to implement and maintain the Program shall include: (1) Records of

scheduled and periodic inspections to identify unsafe conditions and work practices, including person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and action taken to correct the identified unsafe conditions and work practices. These records shall be maintained for at least one (1) year; and (2) Documentation of safety and health training for each employee, including employee name or other identifier, training dates, type(s) of training, and training providers.

Plaintiff incorporates the preceding sections as if alleged fully herein, and asserts each and every one of the Employees experienced Amazon's violation of Labor Code § 6401.7, which is a violation of the same Labor Code provision committed against Mr. Johnson.

Throughout the Statutory Period, Amazon failed to establish, implement, and maintain an effective injury and illness prevention program.

Amazon also failed to provide occupational health and safety retraining designed to instruct Employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each Employee's job assignment when Amazon reassigned Employees to a new job assignment.

Amazon also failed to investigate and take corrective action in response to reports of unsafe working conditions and practices.

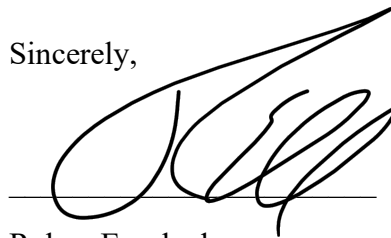
Amazon is subject to civil penalties as provided by law.

Based on the foregoing, Amazon is subject to additional civil penalties as provided by law.

The \$75 PAGA filing fee has been submitted to the LWDA.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ruben Escobedo', written over a horizontal line.

Ruben Escobedo