

# CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY

## PRIVATE ATTORNEYS GENERAL ACT (PAGA) NOTICE

**RE: Systematic Labor Code Violations by AT&T Corporation and Best Buy Co., Inc.**

From: Ikechi Amadi (Aggrieved Employee)

Date: December 9, 2025

Case Reference: Systematic wage theft, fraudulent business practices, racial discrimination, retaliation, and widespread Labor Code violations affecting California workforce

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### I. NOTICE OF PAGA CLAIM

Pursuant to California Labor Code § 2699.3, I, Ikechi Amadi, provide this written notice of Labor Code violations committed by AT&T Corporation ("AT&T") and Best Buy Co., Inc. ("Best Buy") affecting myself and other aggrieved employees in California.

This notice is submitted to allow Defendants sixty-five (65) days to cure these violations before civil action is filed. Failure to cure will result in immediate litigation and referral to the California Labor and Workforce Development Agency (LWDA) for independent investigation and enforcement.

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### II. AGGRIEVED EMPLOYEE INFORMATION

Name: Ikechi Amadi

Employment Period: May 26, 2025 - July 17, 2025

Position: Sales Representative

Employer: AT&T Corporation

Work Locations: Best Buy and Target retail stores (California)

Team Assignment: Unit 7

Status: Terminated while on federally protected FMLA medical leave

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### III. DEFENDANTS

#### 1. AT&T CORPORATION

- Employer
- Responsible for all employment decisions, wage payments, and Labor Code compliance
- Operated multiple teams across California retail locations

#### 2. BEST BUY CO., INC.

- Joint Tortfeasor / Host Location
  - Hosted AT&T representatives in stores
  - Store manager racially profiled Plaintiff
  - Filed complaint to AT&T resulting in Strike One and eventual termination
  - Participated in employment decisions through complaint filing
  - 50% liable for racially motivated complaint that initiated termination scheme
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### IV. FACTUAL BACKGROUND

#### A. Employment and Unlawful Termination

I was hired by AT&T on May 26, 2025, as a Sales Representative assigned to Unit 7. On July 13, 2025, I began doctor-excused medical leave scheduled through July 20, 2025. On July 17, 2025—while still on protected leave—AT&T verbally terminated my employment.

Subsequently, I received a termination letter backdated to July 14, 2025—three days before the actual termination and one day after I began protected medical leave. Critically, even the backdated July 14 date falls during my protected leave period (which began July 13), proving that by AT&T's own fabricated timeline, the termination decision was made while I was on FMLA leave. This demonstrates the termination was retaliatory regardless of which date is used.

The termination was the culmination of a coordinated scheme involving fabricated "strikes," racial discrimination, and retaliation for protected complaints.

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#### B. Systematic Wage Fraud - "Plus" vs. "Or" Scheme

**THE ORIENTATION FRAUD AFFECTING THOUSANDS OF EMPLOYEES:**

During new hire orientation, AT&T displayed on a whiteboard that employee compensation would be calculated as:

"Hourly Wage + Commission"

The use of the "+" symbol universally represents mathematical addition and cumulative payment. This representation was material to my decision to accept employment with AT&T, as I understood I would receive my hourly wages in addition to any commission earned.

### **THE REALITY:**

AT&T's actual pay structure is:

"Hourly Wage OR Commission, whichever is higher"

This means employees do not receive both hourly pay and commission—they receive only the higher amount. Employees expecting to earn their hourly wages plus commission actually received only whichever amount was higher.

### **PROOF:**

I photographed this whiteboard representation during orientation because it was a significant factor in my employment decision. This photographic evidence will prove AT&T's systematic fraud in the inducement of employment.

### **SCOPE OF FRAUD:**

This fraudulent misrepresentation affects:

- Every employee who attended AT&T orientation in California
- Multiple locations statewide
- Thousands of employees over the 4-year statute of limitations period
- Materially deceived employees into accepting employment under false pretenses

This is not an isolated incident—it is company-wide policy to misrepresent compensation structure using the universally understood symbol "+" to mean "OR," deceiving applicants into believing they would earn cumulative compensation.

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## **C. Fabricated Sales Records and Fake Promotions (June 7, 2025)**

### **THE SALES FABRICATION SCHEME:**

On or around June 7, 2025, I was short of reaching the weekly promotion threshold. AT&T management artificially inflated my sales records to show I had achieved the promotion threshold when I had not.

I was led to believe I had earned commission based on these fabricated numbers. However, the commission was never paid because the sales never actually occurred.

### **THE DUAL RECORD SYSTEM:**

AT&T maintains a sophisticated fraud scheme using two sets of records:

1. Internal performance displays - visible to all employees, showing inflated numbers
2. Actual payroll records - showing lower amounts actually paid

This creates a false reality where:

- Employees believe colleagues are hitting big numbers (seeing inflated displays)
- Promoted employees appear successful (based on fake metrics)
- New hires are motivated by false success stories
- But paychecks reveal the truth - the numbers were fabricated

The discrepancy between displayed performance and actual wages paid proves systematic fraud.

### **WIDESPREAD PATTERN:**

I have reason to believe and therefore allege that AT&T systematically fabricated sales records for multiple employees. Management strategically inflated numbers to:

- Award promotions to selected employees
- Retain employees who would otherwise fall below performance standards
- Create recruiting success stories for new hires
- Motivate the team with false appearances of achievability

Management strategically selected which employees received this "assistance" based on their perceived value to the pyramid structure and their usefulness in operations.

The systematic nature of this fraud is evidenced by:

- Discrepancies between displayed performance metrics and actual payroll
- Strategic selection of employees for fabricated assistance
- Use of fake promotions to legitimize compensation claims to new hires
- High turnover environment (approximately 100+ workers cycled through Unit 7 alone during the relevant time period) making systematic fraud difficult for individual employees to detect but easy to prove through records comparison

- Pattern of certain employees consistently hitting promotion thresholds while others repeatedly fell short
- Employees believing they hit numbers that were never reflected in actual pay

I am aware of specific instances affecting other employees and will provide details through proper discovery procedures.

### **DISCOVERY WILL REVEAL:**

When AT&T's sales/performance records are compared against actual payroll records, the systematic nature of this fraud will be undeniable. Employees who appeared to hit promotion thresholds based on displayed metrics will show lower actual payouts in payroll records, proving numbers were fabricated. The State will be able to identify every instance where an employee was credited with inflated performance for any reason—whether to award promotions, retain employees, motivate the team, or create recruiting success stories—but actual compensation reveals the fraud. This requires thorough investigation of each affected employee and comprehensive mathematical analysis of the discrepancies between what was displayed and what was paid over the relevant time period.

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## **D. Wage Theft and Delayed Final Payment**

Following my termination on July 17, 2025, AT&T willfully failed to pay my final wages immediately as required by California Labor Code § 201.

I was forced to return to the AT&T office on:

- July 18, 2025 - to collect partial payment
- Week of July 25, 2025 - to collect additional payment

As of this notice, I am still owed \$100 in commission from a prior pay period. Management acknowledged this debt exists but has never paid it.

This constitutes:

- Violation of LC § 201 (immediate payment upon termination)
  - Violation of LC § 203 (waiting time penalties - up to 30 days continuation wages)
  - Willful and knowing wage theft
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## **E. Uniform Violations - Systematic Failure to Provide Required Work Materials**

## **THE UNIFORM SCHEME:**

From May 26, 2025 through approximately July 2025, AT&T failed to provide required work uniforms despite mandating professional AT&T-branded attire at retail locations.

## **THE SETUP:**

During training at AT&T offices, employees were required to wear business professional attire (suits and ties). However, upon assignment to retail locations (Best Buy, Target), employees were expected to:

- Approach customers as AT&T representatives
- Appear professional and legitimate
- Close sales wearing AT&T branding

Without being provided:

- AT&T uniforms
- AT&T name badges
- Any AT&T identifying materials

AT&T's excuse: "Backorders" or similar justifications

## **THE PROBLEM:**

Approaching customers without appearing to be an AT&T employee:

- Undermines credibility ("Why is this random person in a suit approaching me?")
- Creates customer suspicion
- Makes employees look unprofessional or potentially fraudulent
- Sets employees up for failure from day one

## **MY EXPERIENCE:**

I was forced to purchase my own AT&T shirt to appear legitimate to customers and have any chance of success. For nearly my entire employment period, I worked without proper AT&T identification, undermining my credibility and ability to succeed.

## **PROOF OF SYSTEMATIC VIOLATION:**

A Black coworker repeatedly requested a uniform from management and was consistently denied. I provided him one of my personal AT&T shirts to help him succeed.

Shortly thereafter, management:

- Gave him an ultimatum with unrealistic sales deadline
- Terminated him when he could not meet it
- Never provided him the uniform necessary to succeed

This systematic failure to provide required work materials affects all California AT&T retail employees and violates Labor Code § 2802's requirement that employers provide or reimburse employees for necessary business expenses and required uniforms.

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## **F. Discriminatory Team Assignments - The Costco Advantage Scheme**

### **TEAM STRUCTURE AT MY LOCATION:**

My location operated five teams:

- One Spectrum team (different product line)
- Four AT&T teams (including my Unit 7)

### **UNIT 7 (MY TEAM) - RESTRICTED ACCESS:**

- Best Buy ✓
- Target ✓
- AT&T retail stores ✓
- COSTCO ✗ (DENIED)

### **OTHER AT&T TEAMS - PREFERENTIAL ACCESS:**

- Best Buy ✓
- Target ✓
- AT&T retail stores ✓
- COSTCO ✓ (GRANTED)

### **WHY THIS MATTERS:**

Costco customers are:

- Significantly higher quality
- More financially qualified
- Easier to close sales with
- Require less convincing than Best Buy/Target customers
- Result in substantially higher commission earnings

Management selectively granted certain teams access to these premium locations while systematically denying my team (Unit 7) this advantage.

### **MY COMPLAINT:**

I questioned this unfair practice, specifically complaining that:

- Management was "using coworkers from other teams"
- Sending favored employees to easier Costco locations
- Artificially inflating certain employees' numbers
- Creating unequal opportunity to succeed

I stated clearly: "I'm only here for money" and that people working Costco "could easily make more money" because "the quality of customers is higher and you don't have to do as much convincing on a sale."

### **MANAGEMENT'S RESPONSE:**

Management claimed "some coworkers got fired months ago and messed it up for others."

### **THIS IS COLLECTIVE PUNISHMENT:**

My team was permanently restricted for actions taken by employees who were no longer even working there. Meanwhile, other teams enjoyed preferential treatment with access to premium Costco locations.

### **RETALIATION:**

This complaint "rubbed management the wrong way." Management perceived me as someone who would be "willing to leave the team" and marked me for termination. Questioning discriminatory practices became part of the justification for my removal.

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## **G. Strike One - Best Buy's Racial Profiling + AT&T's Knowing Use of Pretext (July 8, 2025)**

### **ANOTHER REPRESENTATIVE'S ROLE IN CREATING THE SITUATION:**

An AT&T representative sold a phone to a customer and then ignored that customer for 12 days, leaving only 2 days before the customer would be permanently stuck with the phone.

### **THE JULY 8 INCIDENT:**

On July 8, 2025, while I was assisting my own customer at a Best Buy location, the abandoned customer arrived desperately seeking help with a phone color change.

The situation:

- I was managing my own customer (my sale, my commission)
- The abandoned customer needed urgent assistance (12 days ignored, 2 days remaining)
- I do not have authority to change phone colors
- No protocol exists for this situation
- I was attempting to help despite impossible circumstances

### **BEST BUY STORE MANAGER'S RACIAL PROFILING:**

The Best Buy store manager:

- Did not know my name
- Likely never met or knew of the representative who abandoned the customer
- Saw only me (Black) standing in front of her
- Witnessed the customer's frustration (caused by the 12-day abandonment)
- Immediately targeted me as the problem (racial profiling)
- Filed complaint to AT&T without investigation
- I was a "sitting duck" - convenient Black scapegoat for a frustrated customer

The manager's racial bias created the complaint, but she had no knowledge of the underlying cause (the other representative's abandonment).

### **AT&T'S KNOWING EXPLOITATION:**

Unlike Best Buy, AT&T management knew the complete truth:

- Another representative had abandoned the customer for 12 days
- I was attempting to help that abandoned customer
- I had no authority to resolve the issue
- The customer's frustration was the other representative's fault, not mine
- Best Buy's complaint resulted from another employee's failure

Despite this knowledge, AT&T:

- Gave the other representative zero discipline for customer abandonment
- Gave me Strike One for trying to help
- Never corrected the record with Best Buy
- Never informed Best Buy that another representative caused the situation
- Used the manager's racially biased complaint as pretext
- Allowed the other representative to remain oblivious to the consequences
- Let me take full blame for another employee's failure

## **THE TWO-TIER LIABILITY:**

### **BEST BUY'S LIABILITY (Racial Profiling):**

Best Buy is liable for the store manager's immediate racial profiling:

- Saw Black employee → assumed problem
- Filed complaint without investigation
- Accepted customer frustration as my fault
- Racial bias in identifying "problem employee"
- Initiated Strike One through discriminatory complaint

Best Buy's liability stems from racial bias, not knowledge of the other representative.

### **AT&T'S LIABILITY (Knowing Discrimination):**

AT&T is liable for deliberately exploiting Best Buy's racially motivated complaint:

- Knew the complaint was unjust (another employee caused it)
- Knew I was innocent (just trying to help)
- Chose to discipline me anyway (Strike One)
- Chose to protect the other representative (zero consequences)
- Used racial profiling as pretext for premeditated termination scheme
- Never corrected the false narrative

AT&T's liability stems from knowing, deliberate use of racially biased complaint to advance discrimination scheme.

## **THE INVISIBLE VICTIM:**

The representative who abandoned the customer likely does not even know that:

- Their 12-day customer abandonment caused a crisis
- I attempted to help their customer
- Best Buy filed a complaint
- I received Strike One
- This contributed to my termination

That employee was protected so completely that they remain unaware of the destruction their protected status caused.

Meanwhile, I—the Black employee who tried to help—was terminated.

### **BEST BUY'S 50% LIABILITY EXPLAINED:**

Best Buy is 50% liable for Strike One because:

1. Without the manager's racially biased complaint, there is no Strike One
2. The manager's racial profiling initiated the termination chain
3. Best Buy participated in employment action by filing discipline-triggering complaint
4. Joint tortfeasor liability - wrongful act contributed directly to injury

Even though Best Buy didn't know about the other representative, they are liable for the racial profiling that made the complaint possible.

### **AT&T'S INDEPENDENT LIABILITY:**

AT&T bears separate and additional liability because they:

1. Knew Best Buy's complaint was based on incomplete/biased information
2. Knew another employee caused the situation
3. Chose to use the biased complaint as pretext
4. Chose to protect the other employee while punishing me
5. Deliberately exploited racial profiling to advance termination scheme

### **TWO WRONGS, ONE RESULT:**

- Best Buy's wrong: Racial profiling → complaint
- AT&T's wrong: Knowing use of racially biased complaint as pretext
- Combined result: Strike One → Termination

Both companies are liable for their respective roles in the discriminatory outcome.

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## **H. Supervisor's Best Buy Ban - Fraudulent Concealment and Setup**

### **THE SMOKING GUN ADMISSION:**

On July 8, 2025—the same day as the Best Buy incident—my direct supervisor disclosed to me during my suspension meeting:

"I've been banned from Best Buy for over a year. It's not a big deal. If you can keep crushing it at Target, you can crush it no matter where you are at for commissions."

### **WHAT THIS REVEALS:**

My supervisor admitted that:

1. He was personally banned from Best Buy stores
2. The ban had been in effect for over a year
3. The ban resulted from a prior complaint against him

4. He viewed being banned from a primary work location as "not a big deal"

#### **THE FRAUD:**

At no point did my supervisor disclose:

- He was banned from Best Buy
- The reason for his ban
- That Best Buy was problematic/hostile for AT&T representatives
- That I would be working at locations where my supervisor was banned
- That my team would be restricted from easier locations

#### **THE SETUP:**

My supervisor knowingly hired me and assigned me to Unit 7 despite knowing:

- He was banned from Best Buy due to his own misconduct
- Unit 7 was restricted to Best Buy and Target (no Costco)
- Best Buy was hostile territory for AT&T reps
- Other teams had access to easier Costco locations
- I was being set up to fail at the location that banned him

#### **FRAUDULENT INDUCEMENT:**

Had I known:

- My supervisor was banned from the primary work location
- My team was systematically disadvantaged
- Other teams had preferential treatment
- Best Buy was hostile to AT&T representatives

I would not have accepted this position.

#### **NEGLIGENT HIRING/SUPERVISION:**

AT&T allowed a supervisor banned from Best Buy to:

- Hire employees
- Assign employees to work primarily at Best Buy
- Supervise Best Buy operations
- Make employment decisions related to Best Buy complaints

This constitutes gross negligence and demonstrates AT&T's reckless disregard for employee welfare.

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## **I. Strike Two - Phantom Incident (Alleged July 5, Reported July 11)**

### **THE ALLEGATION:**

On July 11, 2025, I was informed of an incident that allegedly occurred on July 5, 2025 (6 days earlier). The allegation claimed I:

- Used profanity at work
- Spoke negatively about coworkers

### **THE PROBLEMS:**

#### **1. Six-Day Delay:**

Why was a serious workplace violation not addressed for 6 days? If this behavior actually occurred, why the delay in reporting?

#### **2. Senior Quality Manager Source:**

On July 12, 2025, my supervisor identified the complainant's position as "Senior Manager Quality" (or "Senior Quality Manager"). This raises critical questions:

- Why would someone in such a senior position only take a photograph?
- Why didn't this senior manager act immediately?
- Why is there no documentation?
- Why was no audio recording made?
- Who is this person? (Never identified)

#### **3. No Evidence:**

- No audio recording (standard procedure for such incidents)
- No witness statements
- No contemporaneous documentation
- Only a photo allegedly showing my presence (addressed below)

#### **4. The Photo:**

On July 12, 2025, I was shown a photo allegedly "linking me to the incident." The photo:

- Lacked any timestamp
- Lacked any metadata
- Could have been taken on any day at any store
- Proves only that I was present at work (which is not disputed)
- Contains no audio proving any alleged statements

### **THE TRUTH:**

I do not curse, especially not at work. The allegation is completely fabricated.

July 5, 2025 was actually a very positive day:

- Strong performance professionally
- Successfully helped three customers return to iPad
- Closed all three sales
- Hit metrics rarely achieved across the board
- Shared motivational post encouraging team to "follow the roadmap"

Even on difficult days, coworkers know I maintain positive attitude, saying things like:

- "Don't worry, the next customer is yours"
- Using techniques like "AIR" to get extra practice
- People requested to work alongside me because of my positive energy

### **FABRICATION FOR STRIKE TWO:**

This phantom incident was manufactured to create Strike Two in the premeditated three-strike scheme designed to justify my termination.

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## **J. Strike Three - Retaliation for Protected Complaint (July 12-13)**

### **MY PROFESSIONAL RESPONSE:**

On July 12, 2025, after being presented with false allegations, I submitted a professional written response. In that response, I stated:

"To be fully transparent, this incident has made me feel as though I may be unfairly targeted."

This statement was:

- Accurate (I was being targeted)
- Professional (appropriate workplace communication)
- Protected activity (opposing discriminatory treatment)

### **EXPLICIT RETALIATION:**

My supervisor explicitly stated that my response—specifically my statement that I felt "unfairly targeted"—was the reason for my termination.

This is textbook retaliation:

- I engaged in protected activity (complaining about unfair treatment)
- AT&T took adverse action (termination)
- There is direct causal connection (supervisor said my complaint was the reason)

### **PROVING I WAS RIGHT:**

My statement that I was "unfairly targeted" was demonstrably true:

- My supervisor was banned from Best Buy but hired me to work there
- My team was denied Costco access while others had it
- Strike One was racially motivated (Best Buy manager's profiling)
- Strike Two was fabricated (no evidence of July 5 incident)
- Strike Three was my protected complaint itself

Saying I was "unfairly targeted" was accurate assessment, not grounds for termination.

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## **K. Termination During FMLA Leave - Federal Protection Violation**

### **PROTECTED LEAVE:**

On July 13, 2025, I began doctor-excused medical leave scheduled through July 20, 2025.

### **UNLAWFUL TERMINATION:**

On July 17, 2025—while still on protected leave—AT&T terminated my employment.

### **BACKDATED LETTER:**

Subsequently, I received a termination letter dated July 14, 2025:

- Three days before the actual verbal termination (July 17)
- One day after I began protected medical leave (July 13)
- Clearly created after the fact and backdated

### **THE PROOF:**

The letter's July 14 date is impossible because:

- I was terminated verbally on July 17
- The physical letter arrived after July 17
- Metadata will prove when the document was actually created

### **EVEN THE FAKE DATE PROVES FMLA VIOLATION:**

Critically, even the backdated July 14 date falls during my protected leave period (which began July 13), proving that by AT&T's own fabricated timeline, the termination decision was made while I was on FMLA leave. This demonstrates the termination was retaliatory regardless of which date is used.

### **PURPOSE OF BACKDATING:**

AT&T backdated the letter attempting to make it appear the decision preceded protected activity, but failed because:

- July 14 is still after July 13 (when leave began)
- The backdating itself proves consciousness of guilt
- The actual termination was July 17 (indisputable FMLA violation)

### **THIS IS FRAUD:**

Backdating employment documents to avoid federal law protections constitutes:

- Fraud on the employee
  - Fraud on regulatory agencies
  - Spoliation of evidence
  - Consciousness of guilt
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## **L. Hostile Work Environment and Racial Harassment**

Throughout my brief employment, I was subjected to severe and pervasive harassment:

### **1. DEGRADING HAZING RITUALS:**

Management encouraged and facilitated public humiliation including:

- Employees pried in the face
- Employees slapped with fish
- Employees having shoe laces taken
- Forced participation in degrading "challenges"

### **MY EXPERIENCE:**

After I declined to participate in one challenge, management:

- Forced me to participate the following day
- Humiliated me in front of the entire office
- Created hostile, unprofessional environment

## **2. RACIAL HARASSMENT:**

A coworker repeatedly made racially insensitive remarks:

- "Why are you here?" (questioning my presence/belonging)
- Belittling comments
- Invasive demands (requesting to see my bank account)
- Creating atmosphere of unwelcomeness

## **3. SUPERVISOR'S DEMEANING CONDUCT:**

An employee with supervisory authority:

- Repeatedly demeaned me
- Bragged about his status
- Created toxic work environment

## **COMPLAINTS IGNORED:**

I reported this conduct to management.

No corrective action was taken. Management's failure to address known harassment contributed to hostile environment and demonstrated that complaints would not be taken seriously.

## **PATTERN:**

The combination of:

- Racial harassment
- Forced humiliation
- Management indifference
- Best Buy's racial profiling
- Targeting after complaints

Creates clear pattern of racially hostile environment.

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## **M. Disparate Treatment - Proof of Racial Discrimination**

### **EVIDENCE OF SYSTEMATIC RACIAL FAVORITISM:**

The following incidents demonstrate that non-Black employees received preferential treatment for comparable or worse conduct:

### **INCIDENT ONE - Customer Abandonment:**

- Conduct: AT&T representative abandoned customer for 12 days, creating urgent crisis
- Result: Customer complained, I received Strike One trying to help
- That Representative's Discipline: ZERO
- Status: Likely unaware their abandonment contributed to my termination

### **INCIDENT TWO - Commission Fraud:**

- Conduct: AT&T employee engaged in commission-related scheme - customer paid substantial amount, experienced buyer's remorse, filed complaint
- This conduct is arguably more serious: Involves potential fraud, actual money, formal customer complaint
- That Employee's Discipline: Warning only
- Status: Continued employment

### **MY TREATMENT:**

- Strike One: Professional conduct managing another employee's crisis = STRIKE
- Strike Two: Fabricated phantom incident with zero evidence = STRIKE
- Strike Three: Protected statement "I feel unfairly targeted" = TERMINATION

### **THE DISPARITY:**

The employee involved in commission-related complaint:

- Actual financial transaction
- Customer paying money and regretting it
- Potential commission fraud/misrepresentation
- Formal customer complaint

Yet received only a warning.

My conduct:

- Managing impossible situation professionally
- False allegations with no evidence
- Protected complaint about unfair treatment

Yet received termination.

### **THE DIFFERENCE:**

When employees commit comparable or greater offenses but receive vastly different discipline, it proves discriminatory intent. The pattern demonstrates that certain

employees were protected from consequences and deemed valuable, while I (a Black employee) was deemed expendable and held to impossible standards.

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## **N. The Complete Premeditated Scheme**

### **TIMELINE OF COORDINATION:**

May 26, 2025: Hired based on fraudulent "+" representation  
June 7, 2025: Sales numbers fabricated to fake promotion  
June 14, 2025: Breakfast prize withheld  
July 5, 2025: Alleged phantom incident (no evidence)  
July 8, 2025: Best Buy incident - Strike One (racial profiling, supervisor admits Best Buy ban)  
July 11, 2025: Phantom incident reported (6-day delay) - Strike Two  
July 12, 2025: Professional response stating "unfairly targeted" + supervisor identifies "Senior Quality Manager"  
July 13, 2025: Placed on medical leave (through July 20)  
July 14, 2025: Termination letter allegedly created (backdated - still during protected leave)  
July 17, 2025: Verbal termination during protected leave - Strike Three  
July 18, 2025: Forced to collect partial final paycheck  
July 24, 2025: Received backdated termination letter  
Week of July 25: Forced to collect additional wages  
Present: Still owed \$100 commission

### **THE PATTERN IS CLEAR:**

This was a coordinated, premeditated scheme involving:

- AT&T management
  - Best Buy (store manager's racial profiling)
  - Fabricated strikes
  - Backdated documentation
  - Termination during protected leave
  - Wage theft
  - Protection of certain employees
  - Targeting of Black employees
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## **V. LABOR CODE VIOLATIONS AFFECTING AGGRIEVED EMPLOYEES**

The following violations affect myself and other current and former AT&T employees (and Best Buy employees in joint employment situations) in California:

### **WAGE & HOUR VIOLATIONS:**

1. Labor Code § 201 - Failure to pay all wages immediately upon termination
2. Labor Code § 203 - Waiting time penalties for willful failure to pay final wages (up to 30 days of continuation wages)
3. Labor Code § 221 - Unlawful withholding of wages (\$100 commission still owed)
4. Labor Code § 223 - Failure to pay wages when due
5. Labor Code § 226(a) - Failure to provide accurate itemized wage statements
6. Labor Code § 226(e) - Knowing and intentional failure to comply with wage statement requirements
7. Labor Code § 227.3 - Vacation/PTO wage violations
8. Labor Code § 2802 - Failure to provide or reimburse required work uniforms and necessary business expenses

### **RETALIATION & WHISTLEBLOWER VIOLATIONS:**

9. Labor Code § 1102.5 - Whistleblower retaliation for reporting illegal conduct (fabricated sales, discriminatory assignments, harassment)
10. Labor Code § 98.6 - Retaliation for wage complaints
11. Labor Code § 232 - Retaliation for discussing wages with coworkers
12. Labor Code § 1102.6 - Retaliation for refusing to participate in illegal activity (hazing, record fabrication)

### **RECORD-KEEPING & FRAUD VIOLATIONS:**

13. Labor Code § 1174 - Failure to maintain accurate employment records
14. Labor Code § 226 - Failure to keep accurate records of wages paid
15. Labor Code § 1174(d) - Knowing falsification of sales records to fraudulently award promotions, create interview authority, mislead new hires about employee performance, and create false appearance of success while committing wage theft
16. Labor Code § 204 - Violations regarding frequency and timeliness of wage payments

### **SYSTEMATIC WAGE FRAUD:**

17. Labor Code § 221 - False promises of wages/commission through fabricated sales numbers
18. Labor Code § 223 - Fraud in wage payment schemes
19. Labor Code § 558 - Penalties for willfully violating Labor Code provisions affecting employees

## **FRAUDULENT INDUCEMENT (ORIENTATION SCHEME):**

- 20. Labor Code § 2810.5 - Misrepresentation of material employment terms during hiring process ("+" represented as mathematical addition when actually "OR")
- 21. Civil Code § 1709 - Deceit and fraudulent misrepresentation in employment inducement
- 22. Business & Professions Code § 17200 - Unfair competition through systematic fraudulent business practices
- 23. Civil Code § 1572 - Actual fraud in employment inducement affecting acceptance of employment

## **DISCRIMINATORY PRACTICES:**

- 24. Government Code § 12940(a) - Race discrimination (FEHA)
- 25. Government Code § 12940(j) - Racial harassment and hostile work environment (FEHA)
- 26. Government Code § 12940(h) - Retaliation for opposing discriminatory practices (FEHA)
- 27. Government Code § 12940(k) - Failure to prevent discrimination and harassment (FEHA)

## **ADDITIONAL VIOLATIONS:**

- 28. Civil Code § 52.1 - Interference with civil rights through threats, intimidation, or coercion
- 29. Negligent hiring, retention, and supervision - Employing supervisor banned from primary work location to oversee operations at that location
- 30. Fraudulent concealment - Failure to disclose material facts (supervisor's Best Buy ban, team disadvantages, compensation structure)
- 31. Discriminatory work assignment and collective punishment - Systematic denial of Costco access to disfavored teams, punishment for actions of terminated employees
- 32. Discriminatory discipline and disparate treatment based on race - Employees receiving no discipline or minimal discipline for comparable or worse conduct than Black employees who were terminated

## **PATTERN & PRACTICE - PAGA FOUNDATION:**

- 33. Labor Code § 2699(f) - Pattern and practice of Labor Code violations affecting aggrieved employees statewide
  - 34. Labor Code § 2699(g) - Civil penalties for violations affecting multiple employees across California locations
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## VI. ACTS WARRANTING PUNITIVE DAMAGES

Defendants' conduct demonstrates malice, oppression, and fraud warranting punitive damages under California Civil Code § 3294:

1. Backdated termination letter (fraud - July 14 date on document created after July 17, still falls during protected leave)
  2. Fabricated sales numbers June 7 (fraud/oppression affecting multiple employees systematically)
  3. Dual record system (oppression - displaying false metrics while paying actual lower wages)
  4. False allegations of profanity (fraud - no audio evidence, fabricated incident)
  5. Phantom July 5 incident (fraud - 6-day reporting delay, no documentation, no witnesses)
  6. Termination during FMLA leave (malice - fired July 17 while protected until July 20)
  7. Premeditated three-strike scheme (oppression - coordinated plan using fabricated/pretextual strikes)
  8. Systematic wage theft scheme (oppression - fabrication affecting hundreds of employees)
  9. Forced participation in humiliation (oppression - coerced after declining, public degradation)
  10. Racial targeting and disparate treatment (malice - "why are you here" comments, Best Buy manager's profiling, protection of certain employees)
  11. Retaliation for protected complaints (malice - explicitly fired for stating "unfairly targeted")
  12. Failure to investigate harassment (oppression - complaints ignored)
  13. Willful wage withholding (malice - acknowledged \$100 debt, never paid despite multiple requests)
  14. Exploitation of racial profiling (fraud - AT&T knowing use of Best Buy's racially biased complaint as pretext)
  15. Document fabrication (fraud - photo without metadata/timestamp, backdated letter)
  16. Spoliation of evidence (fraud - no audio of alleged July 5 incident despite standard procedure)
  17. Orientation fraud scheme (oppression - systematic "+" vs "OR" deception affecting all California new hires across multiple years)
  18. Supervisor's fraudulent concealment (fraud - hiring employees to work at location he's banned from, never disclosing)
  19. Uniform scheme (oppression - setting employees up to fail without required materials, using "backorder" excuses)
  20. Discriminatory team assignments and collective punishment (malice - systematic denial of Costco access to disfavored teams, punishing for others' actions)
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## **VII. AFFECTED EMPLOYEES AND SCOPE**

These violations affect:

### **ORIENTATION FRAUD ("+" vs "OR"):**

- All current and former AT&T California employees who attended new hire orientation
- Multiple locations statewide
- 4-year statute of limitations period
- Estimated: 2,000-5,000+ employees

### **FABRICATED SALES RECORDS:**

- All employees at locations where management inflated numbers to award fake promotions
- Employees misled by dual record system (displayed vs. actual pay)
- High turnover environment (100+ workers cycled through Unit 7 alone during relevant period)
- Affects employees used for recruiting after fake promotions
- Estimated: 500-1,000+ employees across CA

### **UNIFORM VIOLATIONS:**

- All AT&T retail employees assigned to Best Buy, Target, or other locations
- Employees forced to purchase own AT&T branded materials
- Employees denied uniforms despite requests
- Estimated: 1,000-2,000+ employees

### **DISCRIMINATORY ASSIGNMENTS:**

- All Unit 7 team members denied Costco access
- Other teams at other locations facing similar restrictions
- Pattern of favoritism in location assignments
- Collective punishment for others' actions
- Estimated: 200-500+ employees

### **WAGE VIOLATIONS:**

- All employees experiencing delayed final payments
- All employees with unpaid commissions
- All employees receiving inaccurate wage statements
- Estimated: 1,000-3,000+ employees

### **JOINT EMPLOYMENT (BEST BUY):**

- All AT&T representatives working in Best Buy locations
- Employees subjected to Best Buy manager supervision
- Employees disciplined based on Best Buy complaints
- Estimated: 500-1,500+ employees

**TOTAL ESTIMATED AFFECTED EMPLOYEES: 5,000-15,000+**

The systematic nature of these violations—particularly the orientation fraud, fabricated sales records, and uniform failures—demonstrates company-wide policies affecting California's workforce on a massive scale.

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## **VIII. DEMAND FOR SETTLEMENT**

Pursuant to Labor Code § 2699.3, I demand Defendants cure these violations within 65 days by:

### **IMMEDIATE ACTIONS REQUIRED:**

#### **1. Wage Payments:**

- Pay my \$100 owed commission immediately
- Pay waiting time penalties (30 days continuation wages)
- Identify and pay all employees owed unpaid commissions

#### **2. Orientation Materials:**

- Cease using "+" to represent "OR" in all materials
- Correct all orientation presentations, handbooks, and recruiting materials
- Notify all current employees of actual compensation structure

#### **3. Sales Records Audit:**

- Conduct independent audit of all sales records vs. payroll records
- Audit displayed performance metrics vs. actual wages paid
- Identify all employees awarded fake promotions (past 4 years)
- Pay all employees who were promised commission based on fabricated numbers
- Discipline managers who participated in fabrication scheme

#### **4. Uniform Provision:**

- Provide all current employees with required uniforms immediately
- Reimburse all past employees who purchased their own AT&T materials
- Implement policy ensuring uniforms provided on day one

## **5. Team Assignment Equity:**

- Grant all teams equal access to all work locations
- Cease discriminatory assignment practices
- Cease collective punishment policies
- Compensate affected team members for lost earnings

## **6. Personnel Actions:**

- Reinstatement with full back pay OR provide separation payment
- Address supervisor's conflict of interest (banned supervisor cannot oversee Best Buy locations)
- Address managers who participated in scheme
- Review Best Buy partnership and complaint procedures

## **7. Policy Implementation:**

- Anti-retaliation training for all supervisors
- Anti-bias training for Best Buy managers who interact with AT&T employees
- Investigation protocols before filing employment complaints
- Harassment prevention protocols with actual enforcement
- Whistleblower protection policies
- FMLA compliance training
- Discipline equity audits to prevent racial disparities
- Third-party audit of complaint and discipline patterns

## **8. PAGA Penalties:**

- Pay civil penalties to the State of California
- Pay aggrieved employee penalties
- Costs of investigation and enforcement

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## **CONSEQUENCES OF FAILURE TO CURE:**

If Defendants fail to cure these violations within 65 days, I will:

1. File civil PAGA action in Superior Court
2. Notify LWDA for independent investigation and enforcement
3. Seek class certification for all affected employees
4. Pursue all available remedies under state and federal law including:
  - FEHA discrimination/harassment/retaliation claims
  - FMLA interference and retaliation claims
  - Fraud, negligence, and intentional tort claims
  - Injunctive relief

5. Add individual defendants including supervisors, managers, and employees who participated in violations
  6. Seek attorneys' fees and costs (entitled even when appearing pro se)
  7. Request jury trial on all claims
  8. Coordinate with regulatory agencies including EEOC, DOL, LWDA
  9. Amend complaint as additional violations and evidence discovered
  10. Seek criminal referral for document fraud (backdating federal employment documents)
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## **IX. RESERVATION OF RIGHTS**

I reserve all rights to:

- Amend this notice with additional violations discovered through investigation
- Add additional defendants including individual supervisors, managers, and employees who participated
- Pursue all available remedies under state and federal law
- Seek attorneys' fees and costs under applicable statutes
- File supplemental PAGA notices for additional violations
- Coordinate with other aggrieved employees for collective action
- Refer criminal conduct to appropriate authorities
- Seek injunctive and declaratory relief
- Demand jury trial on all triable issues
- Increase monetary demand based on discovery and investigation

Nothing in this notice constitutes a waiver of any rights or remedies.

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## **X. CONTACT INFORMATION**

Ikechi Amadi  
701 Pine Avenue #220  
424-209-5394  
ima6316@gmail.com

All communications regarding this matter should be directed to the above contact information.