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January 14, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

AMAZON.COM SERVICES LLC
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

HR DOE
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

JOSH DOE
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

JOHN DOE
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

Re: *Hernandez De Diaz v. Amazon.com Services LLC et al.*

Dear Amazon.com Services LLC, HR DOE, Josh DOE, and John DOE:

This office represents Yesenia Morales Hernandez De Diaz. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to California Labor Code §§ 2699 et seq.

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 et seq., including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

Defendants HR DOE, Josh DOE, and John DOE are owners, principals, and/or managing agents of Amazon.com Services LLC and are personally liable under Labor Code section 558.1 for wage and hour violations as they acted on behalf of the employer and violated or caused to be violated provisions regulating minimum wages and hours of work.

This action is on behalf of Plaintiff and other aggrieved employees to recover wages due to Defendants' failure to provide compliant meal and rest breaks (or pay statutory compensation), pay minimum wages, reimburse business expenses, and provide accurate wage statements.

Defendants have violated the law with respect to Plaintiff and other current and former aggrieved employees. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her and other aggrieved employees for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Amazon.com Services LLC on behalf of herself and other aggrieved employees. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims on behalf of herself and other aggrieved employees include, but are not limited to:

A. FAILURE TO PROVIDE MEAL PERIODS (Labor Code §§226.7, 512; IWC Wage Order No. 7)

Defendants intentionally and improperly failed to afford Plaintiff and other aggrieved employees uninterrupted thirty (30) minute meal periods as required by law. On some occasions during Plaintiff's employment, Defendants restricted Plaintiff from leaving her work area during her meal breaks, thereby preventing her from taking fully compliant, duty-free meal periods. Plaintiff and other aggrieved employees did not receive premium pay for Defendants' failure to afford compliant meal periods.

By virtue of Defendants' unlawful failure to provide compliant meal periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (Labor Code §226.7; IWC Wage Order No. 7)

Defendants intentionally and improperly failed to authorize and permit Plaintiff and other aggrieved employees to take ten (10) minute rest breaks for every four hours worked or major fraction thereof. On some occasions during Plaintiff's employment, Defendants restricted Plaintiff from leaving her work area during rest breaks, thereby preventing Plaintiff from taking fully compliant, uninterrupted rest breaks. Plaintiff and

other aggrieved employees did not receive premium pay for Defendants' failure to afford compliant rest periods.

By virtue of Defendants' unlawful failure to provide compliant rest periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO PAY MINIMUM WAGES

(Labor Code §§200, 1194, 1197; IWC Wage Order No. 7)

Defendants willfully failed to pay Plaintiff and other aggrieved employees the applicable minimum wage rates. Specifically, Defendants' failure to provide required meal and rest breaks, failure to accurately record time worked, and other wage and hour violations resulted in Plaintiff and other aggrieved employees effectively being paid below minimum wage for all hours worked. Upon information and belief, Defendants maintained a practice of failing to pay Plaintiff and other aggrieved employees for all hours worked and failing to compensate them for missed meal and rest periods, thereby violating minimum wage requirements.

By virtue of Defendants' unlawful failure to pay minimum wages to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code §2802)

Defendants were aware that Plaintiff was required to use her personal cellular telephone for work-related purposes, but failed to indemnify Plaintiff for all her business-related expenses, in accordance with Labor Code §2802. Plaintiff was required to use her personal cellular telephone for work-related communications and purposes during the course of her employment.

Upon information and belief, other aggrieved employees have similarly been required to use their personal cellular telephones for work-related purposes without proper reimbursement. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendants maintained a practice of not reimbursing Plaintiff and other aggrieved employees for work-related expenses that they incurred in using their cellular phones for work-related purposes. Plaintiff and other aggrieved employees suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

E. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Labor Code §1198.5)

Defendants failed to allow Plaintiff and other aggrieved employees to inspect and copy their employment records as required by Labor Code §1198.5. Plaintiff demanded in writing access to her employment records in accordance with California Labor Code §1198.5 on or about September 8, 2025. Those records have not been produced and Plaintiff has been denied access to her records.

By virtue of Defendants' unlawful failure to provide access to employment records, Plaintiff and other aggrieved employees have been required to retain legal assistance and have incurred costs and expenses to exercise and enforce their statutory rights. Plaintiff and other aggrieved employees are entitled to penalties of \$750.00 and attorney's fees as provided by Labor Code §1198.5.

F. UNFAIR COMPETITION

(Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from Plaintiff and other aggrieved employees and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and other aggrieved employees. All the acts described are violations of, among other things, the Labor Code and IWC Wage Order No. 7, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 et seq.

Plaintiff and other aggrieved employees are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiff and other aggrieved employees have been deprived by means of the above-described unfair and unlawful business practices.

G. ADDITIONAL PENALTIES

(Violations of Labor Code §§201-204, 226, 226.7, 512, 558, 1194, 1197, 1198.5, 2802)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the

provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles', with a stylized flourish at the end.

Kevin A. Lipeles, Esq.