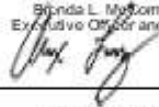


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**ELECTRONICALLY FILED**  
Superior Court of California  
County of Ventura  
01/22/2025

Brinda L. Macdonick  
Executive Officer and Clerk

By:  Deputy Clerk

Alex Lopez

Attorneys for Plaintiff ADRIANA YARELIS DE JESUS,  
individually and on behalf of all others similarly situated

**IN THE SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF VENTURA**

ADRIANA YARELIS DE JESUS, individually  
and on behalf of all others similarly situated,

Plaintiff(s),

v.

AMAZON.COM SERVICES, LLC; and DOES  
1 through 100,

Defendant(s).

Case No. 2025CUOE037385

**COMPLAINT**

- 1. Failure to Pay All Hours Worked**
- 2. Failure to Pay Overtime**
- 3. Wage Statement Violations**
- 4. Waiting Time Penalties**
- 5. Unfair Competition**
- 6. PAGA Allegations**
- 7. Pregnancy Discrimination in Violation of FEHA**
- 8. Failure to Accommodate in Violation of FEHA**
- 9. Failure to Engage in Interactive Process in Violation of FEHA**
- 10. Retaliation in Violation of FEHA**
- 11. Retaliation for Requesting Accommodation in Violation of FEHA**
- 12. Wrongful Termination**

**RELEVANT PARTIES**

1. Plaintiff ADRIANA YARELIS DE JESUS ("Plaintiff") is an adult resident of Ventura County, California, and was at all times relevant residing in Ventura County, California.
2. Defendant AMAZON.COM SERVICES, LLC ("Defendant") is a Delaware corporation with its principal place of business located in Seattle, Washington. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California.

1 All acts and omissions of Defendant employees as alleged herein occurred while they were acting  
2 within the course and scope of their employment.

3 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1  
4 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such  
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true  
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is  
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously  
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged  
9 below and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant  
10 and Doe Defendants are collectively referred to as “Defendants”.

#### 11 **JURISDICTION AND VENUE**

12 4. This action is properly filed in Ventura County because the acts and omissions that give rise  
13 to Plaintiff’s claims took place in Ventura County, and Defendants transact substantial business in  
14 this County.

15 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as  
16 alleged herein occurred in Ventura County, California and Plaintiff suffered damages from such  
17 conduct within Ventura County, California.

#### 18 **FACTUAL ALLEGATIONS**

19 6. At all times relevant, Plaintiff was Defendants’ employee.

20 7. Plaintiff was employed by Defendants from August 2, 2022 until September 22, 2023.

21 8. Plaintiff informed Defendants of her pregnancy. Plaintiff requested accommodation from  
22 Defendants. Plaintiff provided Defendants with her doctor’s note.

23 9. Plaintiff’s manager, Lizette Zamora (hereinafter “Manager Zamora”), denied Plaintiff’s  
24 request for accommodation. Instead, Plaintiff was required to work with heavier items contrary to  
25 her request for accommodation and doctor’s note.

26 10. Plaintiff made an oral complaint of Manager Zamora’s actions to Manager Zamora’s  
27 supervisor, Caspian. Caspian informed Plaintiff that he would speak with Manager Zamora and  
28 advised Plaintiff not to raise the matter to HR.

1 11. Plaintiff continued to suffer from Manager Zamora's retaliatory actions. As a result, Plaintiff  
2 filed a written report to HR.

3 12. On September 22, 2023, Plaintiff and Manager Zamora had an argument. Plaintiff was  
4 terminated on this date but was not informed of the termination.

5 13. Around the last week of September, Plaintiff was given her last pay and was advised of her  
6 termination.

7 14. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to  
8 work off the clock. Specifically, Plaintiff was required to go through security check points prior to  
9 clocking in.

10 15. Defendants failed to pay Plaintiff all overtime owed because Plaintiff usually worked 8  
11 hours in a day and 40 hours in a week and thus any unpaid time was necessarily overtime.

12 16. Defendants failed to provide Plaintiff with accurate wage statements because the wage  
13 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among  
14 other things.

15 17. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it  
16 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as  
17 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

18 18. The applicable Wage Order provides that "[a]ll working employees shall be provided with  
19 suitable seats when the nature of the work reasonably permits the use of seats." It further states that  
20 "[w]hen employees are not engaged in the active duties of their employment and the nature of the  
21 work requires standing, an adequate number of suitable seats shall be placed in reasonable  
22 proximity to the work area and employees shall be permitted to use such seats when it does not  
23 interfere with the performance of their duties."

24 19. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties  
25 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the  
26 Aggrieved Employees should have been provided with seats for use while not actively performing  
27 their work duties, but such seating was not provided.

28 ///

**PAGA ALLEGATIONS**

20. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

21. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

22. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

23. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On August 14, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

25. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

26. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to August 14, 2024, through final disposition of this action.”

///

1                                   **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

2       27.     On January 22, 2025, prior to initiating this complaint, Plaintiff filed with the California  
3       Civil Rights Department (hereinafter "CCRD"), a Complaint of [Discrimination, Harassment, and  
4       Retaliation] against Defendant. On January 22, 2025, the CCRD issued a Notice of Case Closure  
5       and Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant  
6       in order to enforce their rights under FEHA.

7       28.     Plaintiff has therefore exhausted all administrative remedies required by FEHA as a  
8       prerequisite to filing this action.

9                                   **FIRST CAUSE OF ACTION**

10                               **Failure to Pay for All Hours Worked**

11                               **By Plaintiff Against All Defendants**

12       29.     Plaintiff incorporates by reference the paragraphs above.

13       30.     Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay  
14       employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than  
15       40 hours in a workweek.

16       31.     Defendants failed to pay Plaintiff for all hours worked as alleged herein.

17       32.     Specifically, Plaintiff was required to go through security checks before clocking-in for  
18       work.

19       33.     Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,  
20       penalties, attorney fees, and costs.

21                               **SECOND CAUSE OF ACTION**

22                               **Failure to Pay All Overtime Owed**

23                               **By Plaintiff Against All Defendants**

24       34.     Plaintiff incorporates by reference the paragraphs above.

25       35.     Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday  
26       and any work in excess of 40 hours in any one workweek and the first eight hours worked on the  
27       seventh day of work in any one workweek shall be compensated at the rate of no less than one and  
28       one-half times the regular rate of pay for an employee."

1 36. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

2 37. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,  
3 interest, penalties, attorney fees, and costs.

4 **THIRD CAUSE OF ACTION**

5 **Wage Statement Penalties**

6 **By Plaintiff Against All Defendants**

7 38. Plaintiff incorporates by reference the paragraphs above.

8 39. Labor Code section 226(a) requires employers to provide itemized wage statements to its  
9 employees that identify accurate information regarding their compensation. Defendants, as a matter  
10 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage  
11 statements to Plaintiff in violation of Labor Code section 226(a).

12 40. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate  
13 and incomplete.

14 41. Defendants knowingly and intentionally issued wage statements that were inaccurate and  
15 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to  
16 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

17 42. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and  
18 costs.

19 **FOURTH CAUSE OF ACTION**

20 **Waiting Time Penalties**

21 **By Plaintiff Against All Defendants**

22 43. Plaintiff incorporates by reference the paragraphs above.

23 44. Labor Code sections 201 and 202 require that an employer provide an employee with all  
24 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the  
25 employee's resignation.

26 45. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in  
27 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a  
28

1 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed  
2 thirty days.

3 46. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the  
4 conclusion of employment.

5 47. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,  
6 and costs.

7 **FIFTH CAUSE OF ACTION**

8 **Violation of Unfair Competition Law**

9 **By Plaintiff Against All Defendants**

10 48. Plaintiff incorporates by reference the paragraphs above.

11 49. Defendants' conduct described herein constitutes unfair competition.

12 50. Specifically, Defendants have gained an unfair advantage over other similarly situated  
13 businesses by unlawfully reducing their overhead costs by not paying their employees what they are  
14 owed.

15 51. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all  
16 wrongfully withheld wages.

17 52. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

18 **SIXTH CAUSE OF ACTION**

19 **Private Attorneys General Act**

20 **By Plaintiff and the Aggrieved Employees Against All Defendants**

21 53. Plaintiff incorporates by reference the paragraphs above.

22 54. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the  
23 violation(s) of the Labor Code.

24 55. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

25 56. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate  
26 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code  
27 sections 1197.1 and 2699 apply.

28 ///

1 57. With respect to violations of Labor Code section 510 for Defendants' failure to compensate  
2 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code  
3 sections 558, 1197.1, and 2699 apply.

4 58. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage  
5 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3  
6 and 2699 apply.

7 59. With respect to violations of Labor Code section 203 for failure to pay all wages due to  
8 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in  
9 Labor Code section 2699 apply.

10 60. With respect to violations of Labor Code section 1198 and the relevant wage order for  
11 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in  
12 Labor Code section 2699 apply.

13 61. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in  
14 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in  
15 the manner alleged herein.

16 62. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant  
17 to Labor Code section 2699(g).

#### 18 **SEVENTH CAUSE OF ACTION**

#### 19 **Violation of California Government Code § 12940 et seq. – Pregnancy Discrimination**

#### 20 **By Plaintiff Against All Defendants**

21 63. Plaintiff incorporates by reference the paragraphs above.

22 64. Government Code § 12940(a) prohibits an employer from discriminating against an  
23 employee in compensation or in terms, conditions, or privileges of employment because of the  
24 employee's "race," "national origin, ancestry, physical disability, mental disability, medical  
25 condition" or "sex."

26 65. During their employment with Defendants, Plaintiff was subjected to discrimination based  
27 on their pregnancy.

28 66. Plaintiff was subjected to discrimination based on their pregnancy (described supra).

1 67. Specifically, Defendants were informed of Plaintiff's pregnancy and her need for  
2 accommodation.

3 68. Defendants failed to provide Plaintiff with reasonable accommodation.

4 69. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination  
5 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated  
6 below.

7 **EIGHTH CAUSE OF ACTION**

8 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

9 **By Plaintiff Against All Defendants**

10 70. Plaintiff incorporates by reference the paragraphs above.

11 71. At all relevant times herein, Plaintiff was an individual with a disability as defined by  
12 FEHA.

13 72. FEHA requires an employer to make reasonable accommodations for the known disabilities  
14 of employees to enable them to perform a position's essential functions, unless doing so would  
15 produce undue hardship to the employer's operations. Govt. Code §12940(m).

16 73. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable  
17 accommodations, as set forth herein.

18 74. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection  
19 with their disability.

20 75. Defendants, and each of them, failed and refused to grant reasonable accommodations, as  
21 required by law, to Plaintiff (described supra).

22 76. Plaintiff was advised by her doctor to request specific accommodations to address her  
23 condition. Plaintiff communicated her pregnancy and need for accommodation to Defendants.

24 77. The California Pregnancy Disability Leave Law (PDLL), requires employers to provide  
25 employees with up to four months of leave for disability due to an employee's pregnancy. In  
26 addition, an employer may be required, to transfer an employee affected by pregnancy to a different  
27 job.

28 ///

1 78. Defendants failed to consider and/or discuss alternative accommodations under the PDDL  
2 with the Plaintiff.

3 79. As a direct result of the failure to accommodate, Plaintiff suffered harm including loss of  
4 income and emotional distress, as she was unable to work and was left without any income during  
5 her pregnancy.

6 80. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a  
7 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as  
8 stated below.

9 **NINTH CAUSE OF ACTION**

10 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**  
11 **Process**

12 **By Plaintiff Against All Defendants**

13 81. Plaintiff incorporates by reference the paragraphs above.

14 82. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

15 83. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive  
16 process with an employee to determine effective reasonable accommodations if an employee with a  
17 disability so requests. The interactive process is the key mechanism for facilitating the integration of  
18 disabled employees in the workplace and liability may be imposed on the employer for failing to  
19 engage in the process.

20 84. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable  
21 accommodations, as set forth herein.

22 85. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection  
23 with their disability.

24 86. Despite having notice of Plaintiff's disability and need for accommodations, Defendants  
25 engaged in unlawful employment practices when they failed and refused to engage in the interactive  
26 process (described supra).

27 87. Specifically, Defendants denied Plaintiff's request for accommodation. Instead, Defendants  
28 assigned Plaintiff with tasks contrary to the requested accommodation.

1 88. Defendants failed to discuss the request for accommodation and any alternative modes of  
2 accommodation that may be extended.

3 89. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the  
4 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's  
5 damage as stated below.

6 **TENTH CAUSE OF ACTION**

7 **Violation of California Government Code § 12940 (h) - Retaliation**

8 **By Plaintiff Against All Defendants**

9 90. Plaintiff incorporates by reference the paragraphs above.

10 91. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any  
11 employee who opposes or makes a complaint for practices forbidden by FEHA.

12 92. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

13 93. Defendants retaliated against Plaintiff in violation of California Government Code §  
14 12940(h).

15 94. Specifically, Defendants refused to engage in discussion relative to Plaintiff's pregnancy.

16 95. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of  
17 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

18 **ELEVENTH CAUSE OF ACTION**

19 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting**  
20 **Accommodation**

21 **By Plaintiff Against All Defendants**

22 96. Plaintiff incorporates by reference the paragraphs above.

23 97. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants  
24 and each of them.

25 98. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise  
26 discriminating against a person for requesting accommodations, regardless of whether the request  
27 was granted.

28 ///

1 99. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in  
2 connection with their medical condition.

3 100. Specifically, Defendants assigned Plaintiff to tasks that were contrary to Plaintiff's request  
4 for accommodation.

5 101. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in  
6 connection with their request for accommodations. Such violations were a proximate cause in  
7 Plaintiff's damage as stated below.

8 **TWELFTH CAUSE OF ACTION**

9 **Wrongful Termination in Violation of Public Policy**

10 **By Plaintiff Against All Defendants**

11 102. Plaintiff incorporates by reference the paragraphs above.

12 103. At all times mentioned in this complaint, it was a fundamental policy of the State of  
13 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of  
14 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or  
15 engagement in protected activity.

16 104. Based on the actions described above, Defendants terminated Plaintiff for engaging in  
17 protected activity.

18 105. Defendants actions were in violation of California Public Policy.

19 106. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and  
20 will continues to suffer damages, as stated below.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

23 **First Cause of Action**

- 24 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1  
25 2. Liquidated damages  
26 3. Interest  
27 4. Attorneys' fees  
28 5. Costs

1 6. Other relief the court deems proper

2 Second Cause of Action

3 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

4 2. Interest

5 3. Attorneys' fees

6 4. Costs

7 5. Other relief the court deems proper

8 Third Cause of Action

9 1. Penalties pursuant to Labor Code section 226

10 2. Attorneys' fees

11 3. Costs

12 4. Other relief the court deems proper

13 Fourth Cause of Action

14 1. Penalties pursuant to Labor Code section 203

15 2. Attorneys' fees

16 3. Costs

17 4. Other relief the court deems proper

18 Fifth Cause of Action

19 1. Restitution of all wrongfully withheld wages

20 2. Attorneys' fees

21 3. Costs

22 4. Other relief the court deems proper

23 Sixth Cause of Action

24 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

25 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to  
26 violate the California Labor Code in the manner alleged herein

27 3. Attorneys' fees

28 4. Costs

1        5. Other relief the court deems proper

2    Seventh Cause of Action

3        1. Compensatory damages

4        2. Punitive damages

5        3. Attorneys' fees

6        4. Costs

7        5. Other relief the court deems proper

8    Eighth Cause of Action

9        1. Compensatory damages

10       2. Punitive damages

11       3. Attorneys' fees

12       4. Costs

13       5. Other relief the court deems proper

14   Ninth Cause of Action

15       1. Compensatory damages

16       2. Punitive damages

17       3. Attorneys' fees

18       4. Costs

19       5. Other relief the court deems proper

20   Tenth Cause of Action

21       1. Compensatory damages

22       2. Punitive damages

23       3. Attorneys' fees

24       4. Costs

25       5. Other relief the court deems proper

26   Eleventh Cause of Action

27       1. Compensatory damages

28       2. Punitive damages

- 1        3. Attorneys' fees  
2        4. Costs  
3        5. Other relief the court deems proper

4    Twelfth Cause of Action

- 5        1. Back pay and front pay  
6        2. Interest on the above amounts  
7        3. Compensatory damages  
8        4. Punitive damages  
9        5. Attorneys' fees  
10       6. Costs  
11       7. Other relief the court deems proper

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DATED: January 22, 2025

FRONTIER LAW CENTER

/s/ Daniel Ginzburg

DANIEL GINZBURG

Attorney for Plaintiff