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10 Attorney for MARIA CORONADO
11 as Private Attorney General

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
10/29/2024 5:05 PM
By: Alyssa Leber, DEPUTY

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN BERNARDINO**

14 STATE OF CALIFORNIA ex rel. MARIA
15 CORONADO, as Private Attorney
16 General,

17 Plaintiff,

18 v.

19 AMAZON.COM SERVICES LLC; DOES
20 1 through 25, inclusive,

21 Defendants.

Case No. CIVSB2432795

Assigned for All Purposes to:

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT**

[Unlimited Civil Case – Exceeds \$35,000]

Trial Date:

Complaint filed:

22 COMES NOW MARIA CORONADO in her capacity as Private Attorney General
23 (“Plaintiff”), who asserts claims against Defendant AMAZON.COM SERVICES LLC and DOES
24 1 through 25, inclusive (collectively “Defendants”) as follows:

25 **INTRODUCTION**

26 1. Plaintiff brings this action under the Labor Code Private Attorneys General Act of
27 2004 (“PAGA”), Labor Code sections 2698, *et seq.* A PAGA action is a “type of *qui tam* action”
28 in which the plaintiff proceeds on behalf of the State of California and shares in the recovery of
civil penalties; it “is not a dispute between an employer and an employee arising out of their
contractual relationship. It is a dispute between an employer and the *state*....” (*Iskanian v. CLS*

1 *Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 381-382, 386.) “[T]he State is the real
2 party in interest.” (*Id.*, at 387.)

3 2. Accordingly, Ms. Coronado is not suing in her individual capacity. Rather, in
4 accordance with *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533, Plaintiff is
5 proceeding herein solely under the PAGA on behalf of approximately 10,000 similarly situated
6 current and former aggrieved employees employed by Amazon.com Services LLC throughout the
7 State of California between September 6, 2023, and the conclusion of this action (“Statutory
8 Period”), and the People of the State of California (collectively “Employees”).

9 3. PAGA, specifically Section 2699, subdivision (a) of the California Labor Code,
10 permits an aggrieved employee to recover civil penalties set forth within the California Labor
11 Code for violations of the California Labor Code. In addition, Section 2699(f) establishes civil
12 penalties for violations of California Labor Code provisions that do not contain their own civil
13 penalties. Plaintiff brings this civil action to recover civil penalties for the violations identified
14 below. Those civil penalties are sought for violations committed against Employees of Defendant.

15 4. Plaintiff brings this action for violations of occupational health-and-safety
16 provisions of the California Labor Code. Defendants subjected Employees to these violations,
17 some of which caused injury while some of which did not necessarily cause injury. Like all
18 PAGA actions, this action does not seek compensation for any injury, however (*Kim v. Reins*
19 *International California, Inc.* (2020) 9 Cal.5th 73, 89); the PAGA provides for civil penalties, not
20 for injuries to employees, but for violations of the California Labor Code.

21 5. Pursuant to Section 2699.3, Plaintiff sent proper notices to the California Labor and
22 Workforce Development Agency, the Division of Occupational Safety and Health, and Defendant
23 of the specific provisions of the California Labor Code alleged to have been violated, including the
24 facts and theories to support the alleged violations. A copy of Plaintiff’s PAGA notices of claims
25 are attached hereto as **Exhibits 1 and 2**.

26 6. Neither the LWDA nor the Division of Occupational Safety and Health inspected
27 or investigated the violations within the time provided by law. Additionally, with respect to those
28

1 violations that were curable under Subdivisions (b)(1) and/or (c)(1), Defendant failed to invoke its
2 option to cure the violations within the time provided under PAGA.

3 7. Plaintiff and Employees are, therefore, entitled to all available civil penalties, in
4 addition to Plaintiff's costs and attorneys' fees.

5 **JURISDICTION AND VENUE**

6 8. This Court has jurisdiction over this action pursuant to the California Constitution,
7 Article VI, §10.

8 9. Venue is proper in this Court because this action arises from Defendant's
9 employment of at least some Employees in San Bernardino County. (*See Crestwood Behavioral*
10 *Health, Inc. v. Superior Court of Alameda County* (2021) 60 Cal.App.5th 1069, 1075 [venue
11 proper in PAGA action in any county in which any aggrieved employees worked].)

12 **PARTIES**

13 10. For all times relevant herein, MARIA CORONADO was an adult individual
14 residing in California. Ms. Coronado is not suing in her individual capacity; she is proceeding
15 herein solely under the PAGA on behalf of the State of California for all aggrieved employees.

16 11. For all times relevant herein, Defendant AMAZON.COM SERVICES LLC, was
17 and is a business entity doing business in California.

18 12. Whenever in this Complaint reference is made to any act, deed, or conduct of
19 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or
20 through one or more of its agents, employees, or representatives, who was actively engaged in the
21 management, direction, control, or transaction of the business and affairs of Defendants.

22 13. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
23 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and
24 therefore sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will
25 amend this Complaint to insert the true names and capacities of the Doe Defendants at such time
26 as the identities of the Doe Defendants are ascertained.

27 14. Plaintiff is informed and believes, and based thereon alleges, that the Doe
28 Defendants are the partners, agents, or principals and co-conspirators of Defendants, and of each

1 other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged
2 directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and
3 accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable
4 to the extent of the liability of Defendants as alleged herein.

5 15. Plaintiff is further informed and believe, and thereon allege, that at all times herein
6 material, each Defendant was completely dominated and controlled by its co-Defendant(s) and
7 each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to
8 any conduct by Defendants, or any of them, such allegations and references shall also be deemed
9 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
10 Whenever and wherever reference is made to individuals who are not named as defendants in this
11 Complaint, but were employees and/or agents of Defendants, such individuals at all relevant times
12 acted on behalf of Defendants named in this Complaint within the scope of their respective
13 employment or agency with Defendants.

14 **FACTS COMMON TO ALL CAUSES OF ACTION**

15 16. Maria Coronado worked for Amazon from 2022 until 2024 in various positions at
16 various locations in California. Ms. Coronado worked at different locations, each of which
17 involved different duties, assignments, and hazards.

18 17. While Ms. Coronado worked at Amazon, she and the Employees were not properly
19 trained for their work at Amazon, particularly when Amazon assigned Employees to a new job
20 assignment.

21 18. For example, Ms. Coronado was trained for one position, but then Amazon moved
22 her to a different job assignment for which lacked training. When she started working at Amazon,
23 Ms. Coronado received training to scan and ship with machines, but when Ms. Coronado was
24 assigned to a different location (a new assignment), the machines were different and presented
25 new risks, hazards, processes, and challenges. Amazon failed to provide additional safety training
26 as required by law whenever an employee is placed in a new job assignment.

19. Ms. Coronado expressed her concerns to supervisors about safety issues she observed at Amazon, but there was no response. Ms. Coronado was injured on more than one occasion.

20. First, Ms. Coronado was struck by a pole near her eye. When Ms. Coronado's supervisor learned of the injury, he laughed. He instructed Ms. Coronado to stay quiet. Ms. Coronado disagreed and decided to make a formal complaint about the incident. Amazon asked Ms. Coronado to complete a report and provided some medication for the swelling. Otherwise, there was no response or action by Amazon.

21. In 2024, Ms. Coronado injured her right hand during her shift. She reported her injury. Amazon provided ice and Tylenol, and sent her back to work. Amazon told Ms. Coronado to finish the work shift with her left hand.

22. There was no adequate investigation regarding the cause of Employees' injuries, including Ms. Coronado's complaints. Nor was there an adequate analysis by Amazon regarding the availability of preventative measures that could have mitigated the risks leading to Employees' injuries.

23. Employees bring this action to remedy these and other violations of the California Labor Code discussed below.

FIRST CAUSE OF ACTION

Failure to Establish, Implement, and Maintain

Effective Injury and Illness Prevention Program

(By Plaintiff against All Defendants)

24. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

25. “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.

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

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

25 28. To substantially comply with Section 6401.7 pursuant to regulations the employer
26 must provide adequate meetings, training programs, posting, written communications, a system of
27 anonymous notification by employees about hazards, labor/management safety and health
28 committees, or any other means that ensures communication with employees. Moreover, records

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

8 29. Throughout the Statutory Period, Defendants failed to establish, implement, and
9 maintain an effective injury and illness prevention program. Defendants also failed to provide
10 occupational health and safety retraining designed to instruct Employees in general safe and
11 healthy work practices and to provide specific instruction with respect to hazards specific to each
12 Employee's job assignment when Amazon reassigned Employees to a new job assignment.
13 Defendants also failed to investigate and take corrective action in response to reports of unsafe
14 working conditions and practices.

15 30. Defendants are subject to civil penalties as provided by law.

16 **SECOND CAUSE OF ACTION**

17 **Permitting Unsafe Work and Failure to Provide Safe Workplace, Practices, and Processes**

18 **(By Plaintiff against All Defendants)**

19 31. Plaintiff incorporates by reference and realleges each and every allegation
20 contained above, as though fully set forth herein.

21 32. By committing the acts and omissions described in the preceding sections
22 throughout Employees' employment, Defendants also violated Labor Code, §§ 6400, 6401, 6402,
23 6403, 6404 by requiring and permitting unsafe work, and failing to provide safe workplaces,
24 practices, and processes to its Employees.

25 33. Defendants are subject to civil penalties as provided by law.

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PRAYER

WHEREFORE, Plaintiff and Employees pray for judgment against Defendants, as follows:

1. For all civil penalties provided by law and according to proof;
2. For injunctive relief;
3. For reasonable costs and attorneys' fees under the PAGA and Code of Civil Procedure section 1021.5; and
4. For such other and further relief as the Court deems proper.

DATED: October 29, 2024

WORKWORLD LAW CORP.
A Professional Corporation

By: 
RUBEN ESCOBEDO
Attorney for MARIA CORONADO as
Private Attorneys General

EXHIBIT 1



WORKWORLD LAW

6907 El Camino Real, Suite A
Atascadero, CA 93422
support@workworldlaw.com
(805) 335-2476
(805) 892-6213 (Fax)

September 6, 2024

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: Maria Coronado's Notice of Claims/Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.*

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

WorkWorld Law Corp. represents Maria Coronado who intends to bring an action under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698, *et seq.*, on behalf of herself, approximately 10,000 similarly situated current and former aggrieved employees employed by Amazon.com Services LLC throughout the State of California between September 6, 2023, and the conclusion of the forthcoming action ("Statutory Period"), and the People of the State of California (collectively "Employees").

PAGA, specifically Section 2699 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 Amazon.

* * *

Maria Coronado worked for Amazon from 2022 until 2024 in various positions at various locations in California. Ms. Coronado worked at different locations — each of which had different duties, assignments, and hazards — generally for months at a time.

While Ms. Coronado worked at Amazon, she and the Employees were not properly trained for the work Amazon had them doing, particularly when Amazon assigned Employees to a new job assignment.

For example, when she started working at Amazon, Ms. Coronado received training to scan and ship with machines, but when Ms. Coronado was assigned to a different location (a new assignment), the machines were robots, presenting new processes, challenges, hazards, and risks, and Amazon did not provide additional safety training as required by law. Ms. was trained for one position, but then Amazon shifted her to go to a different job assignment for which lacked training.

Ms. Coronado expressed her worries to supervisors about the unsafe things she witnessed at Amazon, but there was no response by Amazon. Ms. Coronado witnessed people not wearing masks during COVID protocols, employees air pods in their ears while working on the floor, and employees using broken carts to load boxes. Amazon did not respond to Ms. Coronado's safety complaints.

Ms. Coronado's first injury at Amazon was to her eyebrow. While she was scanning at the machines, her supervisor did not tell her he was working behind her, and this caused his jam pole to hit Ms. Coronado in her eyebrow bone. Ms. Coronado's supervisor laughed. He told Ms. Coronado that if Safety representatives comes around not to report her injury to them. Ms. Coronado disagreed and went to Safety herself and reported the incident. Safety had her fill out a report and Ms. Coronado took some medication for the swelling of her eye. Otherwise, there was no response or action by Amazon.

In 2024, Ms. Coronado injured her right hand during her shift. She reported her injury to Safety and they took her to Amazon Medical Care. They gave Ms. Coronado ice and Tylenol for the pain, and sent her back to work, telling her to work the rest of her shift with her left hand with no additional training regarding how she could safely do this one-handed.

There was no adequate investigation regarding the cause of Employees' injuries, including Ms. Coronado's injuries, or preventative measures that could have helped avoid them.

Employees seek to bring this action to remedy these and other violations of the California Labor Code discussed below.

* * *

A. Failure to Establish, Implement, and Maintain Effective Injury and Illness Prevention Program

“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.

“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.

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.

B. Permitting Unsafe Work and Failure to Provide Safe Workplace, Practices, and Processes

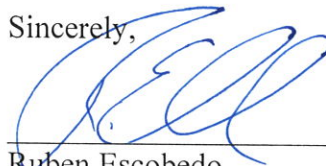
Employees incorporate the preceding sections herein. By committing the acts and omissions described in the preceding sections during the Statutory Period, Amazon also violated Labor Code, §§ 5400, 6401, 6402, 6403, 6404 by requiring and permitting unsafe work, and failing to provide safe workplaces, practices, and processes to its Employees.

Amazon is subject to additional civil penalties as provided by law.

* * *

Please do not hesitate to contact the undersigned if you would like to discuss this matter further. Thank you for your attention to this matter.

Sincerely,



Ruben Escobedo

EXHIBIT 2



WORKWORLD LAW

6907 El Camino Real, Suite A
Atascadero, CA 93422
support@workworldlaw.com
(805) 335-2476
(805) 892-6213 (Fax)

September 24, 2024

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

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Maria Coronado worked for Amazon from 2022 until 2024 in various positions at various locations in California. Ms. Coronado worked at different locations — each of which had different duties, assignments, and hazards — generally for months at a time.

While Ms. Coronado worked at Amazon, she and the Employees were not properly trained for the work Amazon had them doing, particularly when Amazon assigned Employees to a new job assignment.

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Ms. Coronado expressed her worries to supervisors about the unsafe things she witnessed at Amazon, but there was no response by Amazon. Ms. Coronado witnessed people not wearing masks during COVID protocols, employees air pods in their ears while working on the floor, and employees using broken carts to load boxes. Amazon did not respond to Ms. Coronado's safety complaints.

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There was no adequate investigation regarding the cause of Employees' injuries, including Ms. Coronado's injuries, or preventative measures that could have helped avoid them.

Employees seek to bring this action to remedy these and other violations of the California Labor Code discussed below.

* * *

A. Failure to Establish, Implement, and Maintain Effective Injury and Illness Prevention Program

“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.

“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.

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.

B. Permitting Unsafe Work and Failure to Provide Safe Workplace, Practices, and Processes

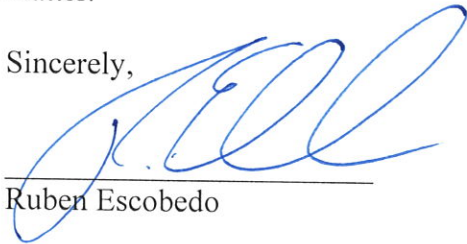
Employees incorporate the preceding sections herein. By committing the acts and omissions described in the preceding sections during the Statutory Period, Amazon also violated Labor Code, §§ 6400, 6401, 6402, 6403, 6404 by requiring and permitting unsafe work, and failing to provide safe workplaces, practices, and processes to its Employees.

Amazon is subject to additional civil penalties as provided by law.

* * *

Please do not hesitate to contact the undersigned if you would like to discuss this matter further. Thank you for your attention to this matter.

Sincerely,



Ruben Escobedo