

DAVID S. RATNER (SBN 316267)
SHELLEY A. MOLINEAUX (SBN 277884)
RATNER MOLINEAUX, LLP
1148 Alpine Rd., Suite 201
Walnut Creek, CA 94596
Tel: (925) 239-0899
david@ratnermolineaux.com
shelley@ratnermolineaux.com

Attorneys for Plaintiff
JEEGAR SHAH

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JEEGAR SHAH, individually

Plaintiff,

v.

AMAZON.COM SERVICES, LLC, a corporation;
and DOES 1 through 50, inclusive.

Defendants.

Case No. 24CV451051

COMPLAINT FOR DAMAGES

- 1) Race Discrimination in Violation of FEHA (Government Code § 12940, et seq.);**
- 2) Harassment on the Basis of Race in Violation of FEHA (Government Code § 12940, et seq.);**
- 3) National Origin Discrimination in Violation of FEHA (Government Code § 12940, et seq.);**
- 4) Harassment on the Basis of National Origin in Violation of FEHA (Government Code § 12940, et seq.);**
- 5) Failure to Engage in Interactive Process in Violation of FEHA (Government Code § 12940, et seq.);**
- 6) Failure to Prevent Discrimination and Harassment in Violation of FEHA (Government Code § 12940, et seq.);**
- 7) Retaliation in Violation of FEHA (Government Code § 12940, et seq.);**

1 8) Retaliation in Violation of Labor Code §
2 1102.5;
3 9) Wrongful Termination in Violation of Public
4 Policy;
5 10) Intentional Infliction of Emotional Distress;
6 and
7 11) California Whistleblower Protection Act
8 (Government Code § 8547.1)

- 9 1. Plaintiff JEEGAR SHAH, individually, brings this action against Defendant Amazon.com
10 Services, LLC, a corporation, and DOES 1 through 50, inclusive.

11 ***PARTIES***

- 12 2. Plaintiff is, and at all times relevant to this action was, a resident of the County of Santa Clara,
13 California.
- 14 3. Defendant AMAZON.COM SERVICES, LLC (“Defendant” or “Amazon”) is, and at all times
15 mentioned in this Complaint was, an active Delaware corporation authorized to do business in
16 California;
- 17 4. Plaintiff does not know the true names of Defendants Does 1 through 50, inclusive, and therefore
18 sues them by those fictitious names. The names, capacities, and relationships of Defendants Does
19 1 through 50, inclusive, will be alleged by amendment to this Complaint when the same are known
20 to Plaintiff.
- 21 5. All defendants may be collectively referred to as “Defendants” and they employed or co-employed
22 Plaintiff directly or indirectly.
- 23 6. The true names and capacities, whether individual, corporate, associate or otherwise, of
24 defendants Does 1 through 50 (“Does”), inclusive and each of them, are not known to Plaintiff at
this time. Such Does are legally responsible for the events and happenings described herein and

1 for the damages proximately caused thereby. Plaintiff will seek the leave of the Court to amend
2 this complaint to set forth the true names and capacities of any such Does when they have been
3 ascertained.

- 4 7. On information and belief, at all times mentioned herein, defendants, inclusive and each of them,
5 including without limitation any Does, were acting in concert and participation with each other;
6 were joint participants and collaborators in the acts complained of; and were the agents and/or
7 employees of one another in doing the acts complained of herein, each acting within the course
8 and scope of said agency and/or employment.

9
10 ***JURISDICTION AND VENUE***

- 11 8. This Court has jurisdiction over Defendants because at all times relevant, they were authorized
12 to transact, and are transacting business in California.
- 13 9. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because the acts, events
14 and omissions complained of herein occurred in Santa Clara County, California.

15
16 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

- 17 10. On or about November 5, 2024, Plaintiff obtained a Right to Sue Letter from the California Civil
18 Rights Department attached hereto as Exhibit A.

19
20 ***GENERAL ALLEGATIONS***

- 21 11. *Plaintiff's Alleged Protected Status and Activity:*

- 22 a. Plaintiff Jeegar Shah ("Shah") is an Indian American male whose national origin is India;
23 b. Plaintiff opposed Defendant's sexual harassment of women in the workplace, as well as ill-
24 treatment, racial discrimination and abuse vetted towards members of teams who reported

1 to Plaintiff;

2 c. Plaintiff reported what he believed in good faith to be illegal activity to his employer.

3 12. Plaintiff was offered a position by Amazon on February 28, 2020, as a Senior Manager – Product
4 Manager Technical (“PMT”) for Amazon’s Alexa AI Natural Understanding division. At all
5 times stated herein, Shah performed the essential functions of his job competently. Plaintiff
6 accepted his position and began his employment in March 2020 and was employed by
7 Defendants until his wrongful termination on November 17, 2023.

8 13. Plaintiff initially reported to Manager, Alan Packer and Skip, Prem Natarajan. Plaintiff excelled
9 in his position and received “Exceeds Expectations” ratings on his Annual Performance
10 Evaluations (*also known as* a Forte) in 2021 and 2022. In his 2022 Annual Performance
11 Evaluation, Plaintiff was praised for his ability to earn trust because of his “transparent
12 communication style,” and “[making] sure his team gets credit for [work], even if it is coming
13 on his own expense and visibility, which also makes him an excellent people manager and a
14 great asset to have in the team.” Plaintiff was commended for having the strength of “easily
15 earn[ing] trust with partners.” In 2021 and 2022, Plaintiff’s peers and supervisors rated his ability
16 to earn trust as one of his top two leadership attributes.

17 14. In May 2022, Plaintiff moved to a new role as an Engineering Senior Manager, Software
18 Development in Amazon’s Alexa AI Natural Understanding under the broader organization of
19 Unified Modeling Platform. In Plaintiff’s new role he reported to Manager, Kelly Vanee
20 (“Vanee”) and Skip, Anand Rathi (“Rathi”).

21 15. Plaintiff once again received an “Exceeds Expectations” rating on his annual performance
22 review in 2023. Up to this point in his employment Plaintiff had never required a medical leave
23 of absence, reported a disability, or observed and reported any inappropriate behavior by a
24 manager and/or co-worker. In Plaintiff’s 2023 Annual Performance Evaluation his Manager,

1 Vanee, noted that Plaintiff is an “exceptional leader” and praised his ability to earn trust by
2 “being even-keeled, balanced and open to other perspectives even in contentious discussions.”
3 In the same evaluation his direct reports believed Plaintiff’s superpowers included helping an
4 employee resolve issues with peers in a thoughtful and effective manner.

5 16. In June 2023, Vanee left Amazon and recommended Plaintiff take over his duties and role which
6 would mean Plaintiff would be overseeing a larger team of over 120 team members and taking
7 on more responsibilities. However, Amazon conducted a company re-organization and had
8 Director, Rohit Ghatol (“Ghatol”) come in from a sister team to lead a newly formed, combined
9 organization and Plaintiff was asked to report to Ghatol and Rathi. On information and belief,
10 both Ghatol and Rathi had worked together in previous roles at Amazon and were friends having
11 known each other for several years.

12 17. While reporting to Rathi and Ghatol from June through September 2023, Plaintiff observed that
13 Ghatol was minimally involved in any of the programs under his supervision, did not perform
14 regular check-ins with his direct reports and lacked context on the day-to-day operations of the
15 organization.

16 18. In or around July 2023, Plaintiff’s son was diagnosed with an ongoing heart condition that
17 required Plaintiff to take him to medical appointments. Plaintiff informed Rathi and Ghatol about
18 his son’s disability and his need to potentially take time off in the future for his medical care.
19 Despite dealing with his son’s extremely stressful medical condition/disability, Plaintiff went
20 above and beyond to ensure his work was always completed and remained a high performer. To
21 combat this need, Plaintiff worked long hours and regularly did not take breaks to meet project
22 deadlines which were extremely critical for the company.

23 19. On July 25, 2023, Rathi and Plaintiff exchanged messages in which Plaintiff defended the role
24 of one of his reports. Rathi became verbally abusive and threatened to show Plaintiff “what [he]

can do,” which Plaintiff understood to mean Rathi would terminate the employment of anyone that questioned his authority in any manner.

20. From May 2023, through September 2023, Plaintiff’s team were tasked with working on key deliverables for Senior Vice President, Dave Limp’s Alexa AI demonstration. Plaintiff’s team worked late nights and weekends to deliver a successful demonstration, which was scheduled to occur on September 20, 2023.

21. Between May 2023 and September 2023, on several occasions Rathi verbally abused Plaintiff publicly both on Slack and in person, unfairly targeted Plaintiff in meetings, made racially demeaning comments about individuals with brown skin, slammed office doors and yelled at members of Plaintiff’s team. When Rathi verbally harassed members of Plaintiff’s team and Plaintiff attempted to defend his team members, Rathi threatened Plaintiff. Rathi called individuals “idiots” on numerous occasions, including refusing to call an employee because Rathi believed he was an “idiot” and Rathi would feel compelled to throw punches at his peers if he was forced to confront them. Rathi once remarked, “I don’t even know what those fuckers in India are doing.” Rathi did not subject Caucasian employees or non-Indian to the same harassment, tone, vitriol, lack of trust, and/or pretextual and false criticism of their work.

22. Ghatol also engaged in harassing and discriminatory treatment. During a trip to Boston on June 6, 2023, Massachusetts to meet portions of the Engineering team, some of whom reported into Plaintiff’s team, Ghatol became excessively inebriated and sexually harassed a female employee by repeatedly putting his arm around her. She was extremely uncomfortable and forced to move away from him to escape. Multiple employees brought this to Plaintiff’s attention as the female employee was one of his team members. Plaintiff reported Ghatol’s sexual harassment to Rathi.

23. On September 20, 2023, Plaintiff’s team delivered an extremely successful Alexa AI presentation. Immediately thereafter, once Ghatol and Rathi no longer needed Plaintiff, they

1 demoted his position and moved him to another team. On September 21, 2023, Plaintiff was
2 informed that he is being demoted from a manager to an individual contributor and from
3 engineering to a product function, which his new role being named Principal Product Manager,
4 and that he will now report to Manager, Angela Sun (“Sun”). Ghatol admitted that there were no
5 performance concerns with Plaintiff whatsoever and his transfer was solely due to organizational
6 restructuring needs. Plaintiff was informed two weeks after this role change decision that his pay
7 was also being reduced, otherwise had Plaintiff known about the pay differential at the time he
8 was being informed of the change, Plaintiff would not have agreed to the role change.

9 24. On September 27, 2023, after a stressful meeting with Rathi and Plaintiff’s teams, Rathi asked
10 one of Plaintiff’s managers Aditya Jalgaonkar (“Jalgaonkar”), to come see him in his office after
11 the meeting concluded. When Jalgaonkar did so, Rathi yelled at him and spoke to him in a
12 demeaning tone. He then slammed the door on his face. Jalgaonkar was extremely upset and hid
13 himself in the bathroom. Some other team members found him weeping and brought this to
14 Plaintiff’s attention. Later, Plaintiff brought this up with Rathi on a phone call. Rathi tried
15 dismissing it initially but then circled back the blame on the team for not doing their job. Since
16 Plaintiff was not in the meeting, he asked for clarifications to see if he could explain the team’s
17 point of view. Rathi then called it “water under the bridge” and instead asked Plaintiff to follow
18 up with the team and make sure we would still hit its deadlines.

19 25. On or around September and October of 2023, Plaintiff’s team called “Brahms” successfully
20 saved several million dollars in operations costs. At the completion of this reduction in costs,
21 Ghatol began placing members of this team on Performance Improvements Plans, (“PIP”), when
22 in fact two of the eight team members were top tier performers. On information and belief,
23 Ghatol had a PIP target and began volunteering members from Plaintiff’s team rather than
24 members from his own teams, thus protecting his own teams before the reorganization. Plaintiff

1 pushed back asking Ghatol to provide reasoning for the PIPs placed on his team members.
2 Plaintiff knew that once these members were placed on a PIP, they would not be able to find
3 employment at Amazon or transfer to other teams internally. Plaintiff did not want his team
4 members to have ruined careers without Defendants understanding the value that these members
5 brought to the company. Prior to Ghatol successfully placing his team members on PIPs,
6 Plaintiff's members were able to find other internal opportunities and transfer due to Plaintiff's
7 complaints and protest.

8 26. In the first week of October 2023, Plaintiff spoke to Vice President Shehzad Mevawalla
9 ("Mevawalla") and Human Resources Business Partner, Yaara Levine ("Levine") to make a
10 whistleblower report about Rathi's harassing and discriminatory behavior. Mevawalla and
11 Levine did not take Plaintiff's reports seriously and did not contact an overwhelming majority
12 of the witnesses Plaintiff provided.

13 27. While reporting to Sun, Plaintiff was considered a good performer and was not reprimanded or
14 criticized in any manner, consistent with his employment prior to working under Ghatol and
15 Rathi.

16 28. On or around mid-November, Plaintiff learned that his mother had been diagnosed with an
17 advanced stage of breast cancer.

18 29. On November 17, 2023, Defendants informed Plaintiff of his termination as part of a reduction-
19 in-force and encouraged him to find a suitable alternate position if possible. As part of his
20 termination agreement, Plaintiff was given a 60-day period of employment from November 17,
21 2023, through January 15, 2024, within which he needed to find a new role with Defendant after
22 which time his employment would be formally terminated.

23 30. Immediately following his termination, Plaintiff informed HR and Defendant of his mother's
24 advanced stage cancer and ailing state

31. From November 19, 2023, through November 21, 2023, Plaintiff interviewed internally with another team at Amazon. On November 22, 2023, Plaintiff was offered a new position.
32. On November 25, 2023, Plaintiff learned from the Hiring Director of the new organization in which Plaintiff was applying for that his offer letter could not be formalized in the system. Plaintiff then learned the reason the offer letter could not be submitted was due to being placed on a Performance Improvement Plan (“PIP”) which resulted in him being unable to transfer to the new role. Plaintiff was placed on a PIP in September when he was demoted, however Defendants failed to inform Plaintiff of their decision to place him on a PIP. In fact, Plaintiff had asked Sun several times for feedback and shared with her his experience with Rathi and Ghatol to make sure he could start afresh with no preconceived prejudice. Sun regularly brushed Plaintiff off saying, “No nothing in particular. All is good.”
33. When Plaintiff was informed by the Hiring Director of his PIP, he immediately contacted Sun. Sun showed surprise that Plaintiff had not been informed about his PIP. Sun admitted on Slack messages that Plaintiff’s performance was “top notch” and that this was reported for the first time by Ghatol who at the time had been Plaintiff’s manager only three months. Sun also admitted that the only reason for Plaintiff being on a PIP is an alleged deficiency at earning trust. Plaintiff recognized this to be a false and pretextual reason for placing him on a PIP as it is an area that he has always excelled at in past performance evaluations. Both Sun and the supervisor that offered Plaintiff the new position agreed that he had a good track record of earning trust and wanted to move forward with his hiring but could not due to the PIP initiated by Ghatol and Rathi.
34. On November 27, 2023, Plaintiff reported to Mevawalla that he was never informed he has been put on a PIP. When Mevawalla refused to respond to Plaintiff he contacted Diana Paoletti in Human Resources. As a result, Plaintiff met with Mevawalla on December 4, 2023, and shared

1 with him the details of Ghatol and Rathi's harassment, discrimination and retaliation. Plaintiff
2 also informed Mevawalla that he is being prevented from finding another role with Defendants
3 based on the retaliatory PIP he was placed on by Ghatol and Rathi. Mevawalla refused to
4 intervene and allowed Ghatol and Rathi's retaliatory PIP to stand and prevent Plaintiff from
5 finding a new role with Defendant.

6 35. On December 6, 2023, Plaintiff's offer for the new role was rescinded because of the PIP that
7 Rathi and Ghatol placed him on without having ever informed Plaintiff.

8 36. From December 6, 2023, through December 12, 2023, Plaintiff emailed Sun and Mevawalla to
9 request details of the PIP he was purportedly placed on, and to request the PIP be reconsidered
10 and/or rescinded. Mevawalla and Sun refused to respond to Plaintiff. At no point did Defendants
11 share any specific details or documentation regarding the PIP.

12 37. On December 13, 2023, Plaintiff submitted a complaint to three or four of Defendant Amazon's
13 Human Resources Representatives reporting discrimination, harassment and retaliation that
14 Ghatol and Rathi had subjected Plaintiff to. Plaintiff also reported Ghatol's sexual harassment.
15 Defendants refused to properly investigate, did not contact numerous witnesses that Plaintiff
16 identified, and allowed Ghatol and Rathi to continue to retaliate against Plaintiff by ensuring he
17 was not able to find an alternate position with Defendants, which could result in his termination.
18 Plaintiff escalated this complaint to Defendant Amazon's Employee Relations, Ethics
19 Department and multiple Human Resources Business Partners, all of whom refused to take any
20 substantive action or investigate Plaintiff's complaint of discrimination, harassment and
21 retaliation thoroughly.

22 38. On January 5, 2024, Plaintiff's physician provided Defendants with a note that confirmed
23 Plaintiff has been suffering from a disability in the form of a major depressive episode and
24 generalized anxiety disorder. Furthermore, Plaintiff's physician confirmed his need for a medical

1 leave of absence under the Family and Medical Leave Act (“FMLA”) from January 3, 2024,
2 through April 3, 2024. While under treatment for clinical depression and anxiety, Plaintiff also
3 used this time to return to India to care for his ailing mother who was being treated for advanced
4 cancer.

5 39. On April 3, 2024, Plaintiff’s physician provided Defendants with a note that confirmed Plaintiff
6 continues to suffer from a disability in the form of a major depressive episode and generalized
7 anxiety disorder. Plaintiff’s physician confirmed his need to extend Plaintiff’s medical leave of
8 absence to May 29, 2024.

9 40. In accordance with the November 17, 2023, termination, Defendants formally terminated
10 Plaintiff’s employment on June 20, 2024, after he had completed disability leave and was unable
11 to find new employment. Plaintiff was terminated because Mevawalla, Ghatol and Rathie blocked
12 Plaintiff from finding an alternate position with Defendant.

13 41. Defendant’s stated reason for terminating Plaintiff was false and mere pretext as Defendant’s
14 real reason for terminating Plaintiff’s employment was for wrongful, illegal, discriminatory
15 and/or retaliatory purposes related to his disability, race, national origin, and/or his good faith
16 complaints regarding conduct that he reasonably believed to be illegal.

17
18 ***DAMAGES***

19 42. *Economic damages:* As a consequence of Defendant’s conduct, Plaintiff has suffered and will
20 suffer economic damages, including but not limited to lost past and future income and
21 employment benefits, unpaid expenses and resulting penalties, and interest on unpaid wages at
22 the legal rate from and after each payday on which those wages should have been paid, in a sum
23 to be proven at trial.

24 43. *Non-economic damages:* As a consequence of Defendant’s conduct, Plaintiff has suffered and

1 will suffer non-economic damages and emotional distress in a sum to be proven at trial.
2 Plaintiff's symptoms of emotional distress include, but are not limited to, shock, disbelief,
3 embarrassment, severe distress, hurt, dejection, depression, stress, diminished confidence,
4 anxiety, anger, fear, isolation, insomnia, fatigue, rejection, bleakness, lack of joy, grief,
5 emotional blocking, disappointment, sadness, despair, isolation, numbness, and insomnia,
6 physical discomfort, crying, intense fatigue, weight fluctuations, lethargy, lack of energy,
7 tiredness, stomach pain, headaches, numbness, nausea, chest pain, difficulty in falling asleep,
8 and restless sleep, loss of interest in everyday activities, loss of ability to tend to family needs,
9 lack of sex drive, feelings of loss, feelings of low self-worth, loss of concentration, forgetfulness,
10 and lessened ability to think clearly.

11 44. *Punitive damages:* Defendant's conduct alleged herein constitutes malice, oppression, and/or
12 fraud, under California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or
13 punitive damages.

14 a. *Malice:* Defendant's conduct was committed with malice within the meaning of California
15 Civil Code § 3294. Defendants acted: a) to cause injury to Plaintiff; and b) despicably with
16 a willful and conscious disregard of the rights or safety of others.

17 b. *Oppression:* Defendant's conduct was committed with oppression within the meaning of
18 California Civil Code § 3294. Defendants subjected Plaintiff to cruel and unjust hardships
19 in conscious disregard of his rights.

20 c. *Fraud:* Defendant's conduct was committed with oppression within the meaning of
21 California Civil Code § 3294. Defendants acted with intentional misrepresentation, deceit,
22 or concealment of a material fact known to them with the intention on their part of
23 depriving Plaintiff of property or legal rights or otherwise causing injury.

24 45. *Attorneys' Fees and Costs:* Where applicable, pursuant to Government Code § 12965(b), Code

1 of Civil Procedure §§ 1021.5 and 1032.5, Plaintiff is entitled to recover reasonable attorney's
2 fees, costs, and legal expenses in an amount according to proof.

3
4 ***FIRST CAUSE OF ACTION***

5 *(Race Discrimination in Violation of FEHA (Government Code § 12900, et*
6 *seq.) - Against Defendant AMAZON.COM SERVICES, LLC*
7 *and Does 1 to 100, Inclusive)*

8 43. The allegations set forth in the preceding paragraphs are realleged and incorporated herein by
9 reference.

10 44. At all relevant times, FEHA (Government Code § 12940, *et seq.*), was in full force and effect
11 and was binding on Defendants. This statute requires Defendants to refrain from discriminating
12 against any employee because of their race.

13 45. Plaintiff was Defendant's employee and Defendants were Plaintiff's employer.

14 46. Plaintiff is Asian - Indian and faced discrimination based on his race and a hostile work
15 environment during his time as an employee of Defendants.

16 47. Defendant's actions, as alleged, violated FEHA, by including but not limited to the
17 following separate bases for liability:

- 18 a. Terminating Plaintiff's employment in whole or in part on the basis of Plaintiff's race;
19 b. Unfairly criticizing, reprimanding and harassing Plaintiff in whole or in part on the basis
20 of Plaintiff's race;
21 c. Excluding Plaintiff from peer activities and career growth opportunities in whole or in part
22 on the basis of Plaintiff's race;
23 d. Excluding Plaintiff from work opportunities or assignments in whole or in part on the basis
24 of Plaintiff's race;

e. Demoting Plaintiff and reducing Plaintiff's pay in whole or in part on the basis of Plaintiff's race;

48. On the basis of the above, Plaintiff alleges on information and belief that his race was a substantial motivating factor in Defendant's wrongful actions, including but not limited to the demotion and termination of his employment. Defendant's wrongful actions caused Plaintiff harm, including economic and noneconomic harm. Plaintiff further alleges that Defendant's actions were made with malice, oppression and/or fraud.

49. As a proximate result of Defendant's wrongful actions, Plaintiff has sustained the damages alleged herein, including but not limited to the following:

- a. Economic damages, including but not limited to lost past and future income and employment benefits, unpaid expenses and resulting penalties, and interest on unpaid wages at the legal rate from and after each payday on which those wages should have been paid, in a sum to be proven at trial;
- b. Non-economic damages, including but not limited to mental and emotional distress in a sum to be proven at trial; and
- c. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover reasonable attorney's fees and legal expenses in an amount according to proof.
- d. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud, under California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or punitive damages.

SECOND CAUSE OF ACTION

(Harassment on the Basis of Race in Violation of FEHA (Government Code § 12900, et seq.) - Against Defendant AMAZON.COM SERVICES,

50. The allegations set forth in the preceding paragraphs are realleged and incorporated herein by reference.

51. Defendant's conduct, as alleged, violated FEHA, Government Code section 12940, *et seq.*, and Defendants committed unlawful employment practices, including by the following, separate bases for liability:

- a. Harassing Plaintiff and/or creating a hostile work environment, in whole or in part on the basis of Plaintiff's race and/or other protected characteristics, in violation of Government Code section 12940(j);
- b. Failing to take all reasonable steps to prevent discrimination, harassment, and retaliation based on race, in violation of Government Code section 12940(k).

52. Defendant's conduct, including their tone, false criticism and accusations exceeded general managerial and supervisory criticism and were intended as retaliation and pretext for Defendant's discriminatory animus toward Plaintiff on this basis of his race. Defendant's conduct impacted Plaintiff's emotional tranquility at work, interfered with Plaintiff's ability to perform his job duties, and created what Plaintiff perceived to be an intimidating, hostile and offensive work environment.

53. As a proximate result of Defendant's wrongful actions, Plaintiff has sustained the damages alleged herein, including but not limited to the following:

- a. Economic damages, including but not limited to lost past and future income and employment benefits, unpaid expenses and resulting penalties, and interest on unpaid wages at the legal rate from and after each payday on which those wages should have been paid, in a sum to be proven at trial;
- b. Non-economic damages, including but not limited to mental and emotional distress

1 in a sum to be proven at trial; and

2 c. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover

3 reasonable attorney's fees and legal expenses in an amount according to proof.

4 d. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud, under
5 California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or
6 punitive damages.

7 ***THIRD CAUSE OF ACTION***

8 *(National Origin Discrimination in Violation of FEHA (Government Code*

9 *§ 12900, et seq.) - Against Defendant AMAZON.COM SERVICES, LLC*

10 *and Does 1 to 100, Inclusive)*

11 54. The allegations set forth in the preceding paragraphs are realleged and incorporated herein by
12 reference.

13 55. At all relevant times, FEHA (Government Code § 12940, *et seq.*), was in full force and effect
14 and was binding on Defendants. This statute requires Defendants to refrain from discriminating
15 against any employee because of their national origin.

16 56. Plaintiff was Defendant's employee and Defendants were Plaintiff's employer.

17 57. Plaintiff's national origin is Indian and he faced discrimination based on his national origin and
18 a hostile work environment during his time as an employee of Defendants.

19 58. Defendant's actions, as alleged, violated FEHA, by including but not limited to the
20 following separate bases for liability:

21 a. Terminating Plaintiff's employment in whole or in part on the basis of Plaintiff's national
22 origin;

23 b. Unfairly criticizing, reprimanding and harassing Plaintiff in whole or in part on the basis
24 of Plaintiff's national origin;

- c. Excluding Plaintiff from peer activities and career growth opportunities in whole or in part on the basis of Plaintiff's national origin;
- d. Excluding Plaintiff from work opportunities or assignments in whole or in part on the basis of Plaintiff's national origin;
- e. Demoting Plaintiff in whole or in part on the basis of Plaintiff's national origin;

59. On the basis of the above, Plaintiff alleges on information and belief that his race was a substantial motivating factor in Defendant's wrongful actions, including but not limited to the demotion and termination of his employment. Defendant's wrongful actions caused Plaintiff harm, including economic and noneconomic harm. Plaintiff further alleges that Defendant's actions were made with malice, oppression and/or fraud.

60. As a proximate result of Defendant's wrongful actions, Plaintiff has sustained the

damages alleged herein, including but not limited to the following:

- a. Economic damages, including but not limited to lost past and future income and employment benefits, unpaid expenses and resulting penalties, and interest on unpaid wages at the legal rate from and after each payday on which those wages should have been paid, in a sum to be proven at trial;
- b. Non-economic damages, including but not limited to mental and emotional distress in a sum to be proven at trial; and
- c. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover reasonable attorney's fees and legal expenses in an amount according to proof.
- d. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud, under California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or punitive damages.

FOURTH CAUSE OF ACTION

1 *(Harassment on the Basis of National Origin in Violation of FEHA*

2 *(Government Code § 12900, et seq.) - Against Defendant AMAZON.COM*

3 *SERVICES, LLC and Does 1 to 100, Inclusive)*

4 61. The allegations set forth in the preceding paragraphs are realleged and incorporated herein by
5 reference.

6 62. Defendant's conduct, as alleged, violated FEHA, Government Code section 12940, *et seq.*, and
7 Defendants committed unlawful employment practices, including by the following, separate
8 bases for liability:

9 a. Harassing Plaintiff and/or creating a hostile work environment, in whole or in part on the
10 basis of Plaintiff's national origin and/or other protected characteristics, in violation of
11 Government Code section 12940(j);

12 b. Failing to take all reasonable steps to prevent discrimination, harassment, and retaliation
13 based on national origin, in violation of Government Code section 12940(k).

14 63. Defendant's conduct, including their tone, false criticism and accusations exceeded general
15 managerial and supervisory criticism and were intended as retaliation and pretext for
16 Defendant's discriminatory animus toward Plaintiff on this basis of his national origin.
17 Defendant's conduct impacted Plaintiff's emotional tranquility at work, interfered with
18 Plaintiff's ability to perform his job duties, and created what Plaintiff perceived to be an
19 intimidating, hostile and offensive work environment.

20 64. As a proximate result of Defendant's wrongful actions, Plaintiff has sustained the

21 damages alleged herein, including but not limited to the following:

22 a. Economic damages, including but not limited to lost past and future income and

23 employment benefits, unpaid expenses and resulting penalties, and interest on

24 unpaid wages at the legal rate from and after each payday on which those wages should

1 have been paid, in a sum to be proven at trial;

2 b. Non-economic damages, including but not limited to mental and emotional distress
3 in a sum to be proven at trial; and

4 c. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
5 reasonable attorney's fees and legal expenses in an amount according to proof.

6 d. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud, under
7 California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or
8 punitive damages.

9 ***FIFTH CAUSE OF ACTION***

10 *(Failure to Engage in Interactive Process in Violation of FEHA*

11 *(Government Code § 12900, et seq.)— Against Defendants AMAZON.COM*

12 *SERVICES, LLC and Does 1 to 100, Inclusive)*

13 65. The allegations set forth in the preceding paragraphs are realleged and incorporated herein by
14 reference.

15 66. Defendant's conduct, as alleged, violated FEHA, Government Code section 12940, *et seq.*, and
16 defendants committed unlawful employment practices, including the following basis for
17 liability: failing to engage in a timely, good faith interactive process to determine reasonable
18 accommodation, in violation of Government Code section 12940(n).

19 67. As a proximate result of Defendant's wrongful actions, Plaintiff has sustained the
20 damages alleged herein, including but not limited to the following:

21 a. Economic damages, including but not limited to lost past and future income and
22 employment benefits, unpaid expenses and resulting penalties, and interest on
23 unpaid wages at the legal rate from and after each payday on which those wages should
24 have been paid, in a sum to be proven at trial;

- b. Non-economic damages, including but not limited to mental and emotional distress
in a sum to be proven at trial; and
- c. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
reasonable attorney's fees and legal expenses in an amount according to proof.
- d. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud, under
California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or
punitive damages.

SIXTH CAUSE OF ACTION

*(Failure to Prevent Discrimination, Harassment and/or Retaliation in
Violation of FEHA (Government Code § 12940, et seq.) - Against
Defendant AMAZON.COM SERVICES, LLC
and Does 1 to 100, Inclusive)*

68. The allegations set forth in the preceding paragraphs are realleged and incorporated
herein by reference.
69. At all relevant times, FEHA (Government Code § 12940, et seq.), was in full force and effect
and was binding on Defendants. This statute requires Defendants "to take all reasonable steps
necessary to prevent discrimination and harassment from occurring."
70. During Plaintiff's employment with Defendants, Defendants, personally and through
their supervisors, managers, and employees, failed to take reasonable actions to prevent
themselves, their supervisors, managers and employees, from discriminating against and
harassing their employees on the basis of their protected characteristics.
71. During Plaintiff's employment with Defendants, Defendants, personally and through
their supervisors, managers and employees, failed to take reasonable actions to prevent
themselves, their supervisors, managers and employees, from discriminating against and

1 harassing Plaintiff on the basis of his protected characteristic (i.e. his race and national origin)
2 which resulted in acts of discrimination and harassment including but not limited to the
3 following separate bases for liability:

- 4 a. Terminating Plaintiff's employment because of his race, national origin, disability, and
5 association with a disabled individual;
- 6 b. Unfairly criticizing, reprimanding and harassing Plaintiff because of his race, national
7 origin;
- 8 c. Excluding Plaintiff from peer activities and career growth opportunities because of his race,
9 national origin;
- 10 d. Excluding Plaintiff from work opportunities or assignments in whole or in part on the basis
11 of Plaintiff's his race, national origin;
- 12 e. Demoting Plaintiff in whole or in part on the basis of Plaintiff's his race, national origin;
13 and
- 14 f. Failing to take reasonable steps to prevent discrimination, harassment and
15 retaliation.

16 72. On the basis of the above, Plaintiff alleges on information and belief that his race, national
17 origin was a substantial motivating factor in Defendant's wrongful actions, including but not
18 limited to the termination of his employment.

19 73. As a proximate result of Defendant's wrongful actions, Plaintiff has sustained the
20 damages alleged herein, including but not limited to the following:

- 21 a. Economic damages, including but not limited to lost past and future income and
22 employment benefits, unpaid expenses and resulting penalties, and interest on
23 unpaid wages at the legal rate from and after each payday on which those wages should
24 have been paid, in a sum to be proven at trial;

- b. Non-economic damages, including but not limited to mental and emotional distress
in a sum to be proven at trial; and
- c. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
reasonable attorney's fees and legal expenses in an amount according to proof.
- d. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud, under
California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or
punitive damages.

SEVENTH CAUSE OF ACTION

(Retaliation for Engaging in a Protected Activity in Violation of FEHA

(Government Code § 12900, et seq.) —Against Defendants AMAZON.COM

SERVICES, LLC and Does 1 to 100, Inclusive)

74. The allegations set forth in the preceding paragraphs are realleged and incorporated herein by
reference.
75. Plaintiff's engagement in protected activity, including good faith complaints and/or opposition
to discrimination and harassment based on race, national origin, disability, association with a
disabled individual, reporting sexual harassment, and/or good faith complaints protected by
FEHA, Government Code section 12900, et seq., as well as to Defendant's failure to
accommodate his disability and failure to engage in the interactive process, were motivating
factors in Defendant's decision to terminate plaintiff's employment, not to retain, hire, or
otherwise employ plaintiff in any position, and/or to take other adverse job actions against
plaintiff.
76. Defendant's conduct, as alleged, violated FEHA, Government Code section 12940, et seq., and
defendants committed unlawful employment practices, including by the following, separate
bases for liability:

- 1 a. Demoting, terminating, constructively terminating, barring, suspending, unfairly
2 criticizing, unfairly reprimanding, excluding from work opportunities, excluding from
3 career growth opportunities, excluding from assignments, refusing to retain, refusing to
4 transfer, hire, select, and/or employ, and/or otherwise discriminating against plaintiff, in
5 whole or in part on the basis of plaintiff's race, national origin, disability, association with
6 a disabled individual, and/or, good faith complaints and/or other protected characteristics
7 by FEHA, Government Code section 12900, et seq., in violation of Government Code
8 section 12940(a), (c);
- 9 b. Harassing plaintiff and/or creating a hostile work environment, in whole or in part on the
10 basis of plaintiff's race, national origin, disability, association with a disabled individual,
11 and/or, good faith complaints and/or other protected characteristics, in violation of
12 Government Code section 12940(j);
- 13 c. Failing to take all reasonable steps to prevent discrimination, harassment, and retaliation
14 based on race, national origin, disability, association with a disabled individual, and/or,
15 and/or good faith complaints in violation of Government Code section 12940(k);
- 16 d. Retaliating against plaintiff for seeking to exercise rights guaranteed under FEHA and/or
17 opposing Defendant's failure to provide such rights, including the right to be free of
18 discrimination, in violation of Government Code section 12940(h);
- 19 e. Failing to accommodate plaintiff's actual, perceived, and/or history of physical or mental
20 disability, in violation of Government Code section 12940(m);
- 21 f. Failing to engage in a timely, good faith interactive process to determine reasonable
22 accommodation, in violation of Government Code section 12940(n);
- 23 g. Creating a hostile work environment, in whole or in part on the basis of plaintiff's actual,
24 perceived, and/or history of race, national origin, disability, association with a disabled

individual, and/or other protected characteristics, in violation of Government Code section 12940(j);

h. Making nonjob-related inquiries of Plaintiff that express, directly or indirectly, a limitation or discriminatory animus on the basis of race, national origin, disability, association with a disabled individual, and/or, and/or other protected characteristics, in violation of Government Code section 12940(d)

i. Failing to provide plaintiff with requisite statutory leave, violating notice and/or other procedural requisites of leave, and/or retaliating against plaintiff for taking and/or attempting to take leave, in violation of Government Code section 12945.2.

77. As a proximate result of Defendant's wrongful actions, Plaintiff has sustained the damages alleged herein, including but not limited to the following:

a. Economic damages, including but not limited to lost past and future income and employment benefits, unpaid expenses and resulting penalties, and interest on unpaid wages at the legal rate from and after each payday on which those wages should have been paid, in a sum to be proven at trial;

b. Non-economic damages, including but not limited to mental and emotional distress in a sum to be proven at trial; and

c. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover reasonable attorney's fees and legal expenses in an amount according to proof.

d. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud, under California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or punitive damages.

EIGHTH CAUSE OF ACTION

(Violation of Labor Code § 1102.5, et seq. - Against Defendant

78. The allegations set forth in the preceding paragraphs are realleged and incorporated herein by reference.

79. At all relevant times, Labor Code section 1102.5 was in full force and effect and was binding on Defendants. This statute prohibits Defendants from retaliating against any employee for raising or making complaints of actions which the employee knows or reasonably believes to be illegal.

80. During Plaintiff's employment with Defendants, Defendants, personally and through their supervisors, managers and employees, retaliated against their employees for making complaints of actions which they knew or reasonably believed to be illegal.

81. During Plaintiff's employment with Defendants, Defendants, personally and through their supervisors, managers and employees, retaliated against Plaintiff for making complaints of actions which he knew or reasonably believed to be illegal by taking actions including but not limited to the following separate bases for liability:

- a. Terminating Plaintiff in whole or in part on the basis of Plaintiff's reporting and resisting discrimination, harassment, sexual harassment and retaliation;
- b. Unfairly criticizing and harassing Plaintiff in whole or in part on the basis of Plaintiff's reporting and resisting discrimination, harassment, sexual harassment and retaliation;
- c. Excluding Plaintiff from peer activities and career growth opportunities in whole or in part on the basis of Plaintiff's reporting and resisting discrimination, harassment, sexual harassment and retaliation; and
- d. Demoting Plaintiff in whole or in part on the basis of Plaintiff's reporting and resisting discrimination, harassment, sexual harassment and retaliation.

On the basis of the above, Plaintiff alleges on information and belief that his good-faith

1 complaints regarding activity which he knew or reasonably believed to be illegal was a
2 substantial motivating factor in Defendant's wrongful actions, including but not limited to the
3 termination of his employment. Plaintiff further alleges that Defendant's actions were made
4 with malice, oppression and/or fraud.

5 82. As a proximate result of Defendant's wrongful actions, Plaintiff has sustained the
6 damages alleged herein, including but not limited to the following:

- 7 a. Economic damages, including but not limited to lost past and future income and
8 employment benefits, unpaid expenses and resulting penalties, and interest on
9 unpaid wages at the legal rate from and after each payday on which those wages should
10 have been paid, in a sum to be proven at trial;
- 11 b. Non-economic damages, including but not limited to mental and emotional distress
12 in a sum to be proven at trial; and
- 13 c. Pursuant to Civil Code sections 1102.5(j), 1021.5, and 1032.5, plaintiff is entitled to
14 recover reasonable attorneys' fees and costs (including expert costs) in an amount
15 according to proof.
- 16 d. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud, under
17 California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or
18 punitive damages.

19 ***NINTH CAUSE OF ACTION***

20 *(Wrongful Termination in Violation of Public Policy - Against Defendant*

21 *AMAZON.COM SERVICES, LLC*

22 *and Does 1 to 100, Inclusive)*

23 83. The allegations set forth in the preceding paragraphs are realleged and incorporated
24 herein by reference.

84. Defendants terminated Plaintiff's employment in violation of various and certain public policies underlying both state and federal laws. Plaintiff's employment was terminated for whole or in part because of his protected characteristic (i.e. race, national origin, disability, and association with a disabled individual) and his complaints of illegal activity. These actions were in violation of FEHA (Government Code § 12940, *et seq.*) Labor Code section 1102.5, the California Constitution, and the Constitution of the United States of America.

85. On the basis of the above, Plaintiff alleges on information and belief that Defendant's actions were made with malice, oppression and/or fraud.

86. As a proximate result of Defendant's wrongful actions, Plaintiff has sustained the damages alleged herein, including but not limited to the following:

- a. Economic damages, including but not limited to lost past and future income and employment benefits, unpaid expenses and resulting penalties, and interest on unpaid wages at the legal rate from and after each payday on which those wages should have been paid, in a sum to be proven at trial;
- b. Non-economic damages, including but not limited to mental and emotional distress in a sum to be proven at trial; and
- c. Pursuant to Civil Code sections 1021.5 and 1032.5, Plaintiff is entitled to recover reasonable attorney's fees and legal expenses in an amount according to proof.
- d. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud, under California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or punitive damages.

TENTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress— Against Defendant

AMAZON.COM SERVICES, LLC and Does 1 to 100, Inclusive)

1 87. The allegations set forth in the preceding paragraphs are realleged and incorporated herein by
2 reference.

3 88. Defendant's discriminatory, harassing, and retaliatory actions against Plaintiff constituted
4 severe and outrageous misconduct and caused Plaintiff extreme emotional distress.

5 89. Defendant's conduct, including their tone, false criticism and accusations exceeded general
6 managerial and supervisory criticism and were intended as retaliation and pretext for
7 Defendant's discriminatory animus toward Plaintiff on this basis of his race, national origin,
8 disability and association with a disabled individual. Defendant's conduct impacted Plaintiff's
9 emotional tranquility at work, interfered with Plaintiff's ability to perform his job duties, and
10 created what Plaintiff perceived to be an intimidating, hostile and offensive work environment.

11 90. Defendants were aware that treating plaintiff in the manner alleged above, including depriving
12 him of his livelihood, would devastate plaintiff and cause him extreme hardship.

13 91. As a proximate result of Defendant's extreme and outrageous conduct, plaintiff has suffered
14 and continues to suffer severe emotional distress. Plaintiff has sustained and continues to
15 sustain substantial losses of earnings and other employment benefits as a result of being
16 emotionally distressed.

17 92. As a proximate result of Defendant's extreme and outrageous conduct, plaintiff has suffered
18 and continues to suffer humiliation, emotional distress, and mental and physical pain and
19 anguish, all to his damage in a sum according to proof.

20 93. Defendant's misconduct was committed intentionally, in a malicious, fraudulent, oppressive
21 manner, entitling plaintiff to punitive damages.

22 ***ELEVENTH CAUSE OF ACTION***

23 *(California Whistleblower Protection Act in Violation of*

24 *Government Code § 8547.1-- Against Defendant AMAZON.COM SERVICES, LLC*

and Does 1 to 100, Inclusive)

94. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

95. Government Code § 8547.1 provides:

The Legislature finds and declares that state employees should be free to report waste, fraud, abuse of authority, violation of law, or threat to public health without fear of retribution.

96. Plaintiff made multiple complaints to Defendants about innapopraite and aggressive behavior exhibited by Ghatol and Rathi.

97. Plaintiff lodged a complaint with Defendants regarding Ghatol's Boston visit in June of 2023 and the innapropriate behavior he exhibited towards another female employee by getting drunk and putting his arm around her.

98. Plaintiff lodged a complaint with Defendants regarding Rathi's aggressive behavior when he slammed a door in Plaintiff's manager's face after yelling and demeaning him.

99. Plaintiff protested and complained against placing his team members on the Brahms team on PIPs in an effort to keep Defendants from ruining his team members careers and find other internal opportunities and transfer before Ghatol was successful in placing them on PIPs.

100. Plaintiff consistently defended his team and attempted to isolate them from all of the abuse demonstrated by Defendants.

101. Defendants retaliated against Plaintiff by terminating Plaintiff's employment.

102. Plaintiff was harmed.

103. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

104. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

1 **PRAYER**

2 WHEREFORE, plaintiff JEEGAR SHAH prays for judgment against Defendants as follows:

- 3 1. For economic and non-economic damages according to proof;
- 4 2. For punitive damages according to proof;
- 5 3. For pre-judgment and post-judgment interest on all damages awarded;
- 6 4. For reasonable attorneys' fees;
- 7 5. For costs of suit incurred;
- 8 6. For such other and further relief as the Court may deem just and proper.
- 9

10 ADDITIONALLY, plaintiff JEEGAR SHAH demands trial of this matter by jury. The amount
11 demanded exceeds \$35,000.00 (Government Code § 72055).

12

13 DATED: November 5, 2024

RATNER MOLINEAUX, LLP

14 

15 _____
16 David S. Ratner
17 Shelley A. Molineaux
18 Attorneys for Plaintiff Jeegar Shah
19
20
21
22
23
24

EXHIBIT A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 5, 2024

Shelley Molineaux
2950 Buskirk Ave., Suite 300
Walnut Creek, CA 94597

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202411-26944605
Right to Sue: Shah / Amazon.com Services, LLC

Dear Shelley Molineaux:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 5, 2024

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202411-26944605
Right to Sue: Shah / Amazon.com Services, LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

November 5, 2024

Jeegar Shah
21793 Congress Springs Ln
Saratoga, CA 95070

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202411-26944605
Right to Sue: Shah / Amazon.com Services, LLC

Dear Jeegar Shah:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective November 5, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Jeegar Shah

CRD No. 202411-26944605

Complainant,

vs.

Amazon.com Services, LLC
410 Terry Ave. N
Seattle, WA 98109

Respondents

1. Respondent **Amazon.com Services, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Jeegar Shah**, resides in the City of **Saratoga**, State of **CA**.

3. Complainant alleges that on or about **November 17, 2023**, respondent took the following adverse actions:

Complainant was harassed because of complainant's national origin (includes language restrictions), other, disability (physical, intellectual/developmental, mental health/psychiatric), race (includes hairstyle and hair texture).

Complainant was discriminated against because of complainant's national origin (includes language restrictions), other, disability (physical, intellectual/developmental, mental health/psychiatric), race (includes hairstyle and hair texture) and as a result of the discrimination was terminated, demoted, denied work opportunities or assignments, denied or forced to transfer.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment complaint and as a result was terminated, demoted, denied work opportunities or assignments, denied or forced to transfer.

Additional Complaint Details: Plaintiff's Alleged Protected Status and Activity:

- a. Plaintiff Jeegar Shah ("Shah") is an Indian American male whose national origin is India;
 - b. Plaintiff opposed Defendant's sexual harassment of women in the workplace, as well as ill-treatment, racial discrimination and abuse vetted towards members of teams who reported to Plaintiff;
 - c. Plaintiff reported what he believed in good faith to be illegal activity to his employer.
- Plaintiff was offered a position by Amazon on February 28, 2020, as a Senior Manager – Product Manager Technical ("PMT") for Amazon's Alexa AI Natural Understanding division. At all times stated herein, Shah performed the essential functions of his job competently. Plaintiff accepted his position and began his employment in March 2020 and was employed by Defendants until his wrongful termination on November 17, 2023.

Plaintiff initially reported to Manager, Alan Packer and Skip, Prem Natarajan. Plaintiff excelled in his position and received "Exceeds Expectations" ratings on his Annual Performance Evaluations (also known as a Forte) in 2021 and 2022. In his 2022 Annual Performance Evaluation, Plaintiff was praised for his ability to earn trust because of his "transparent communication style," and "[making] sure his team gets credit for [work], even if it is coming on his own expense and visibility, which also makes him an excellent people manager and a great asset to have in the team." Plaintiff was commended for having the strength of "easily earn[ing] trust with partners." In 2021 and 2022, Plaintiff's peers and supervisors rated his ability to earn trust as one of his top two leadership attributes.

In May 2022, Plaintiff moved to a new role as an Engineering Senior Manager, Software Development in Amazon's Alexa AI Natural Understanding under the broader organization of Unified Modeling Platform. In Plaintiff's new role he reported to Manager, Kelly Vanee ("Vanee") and Skip, Anand Rathi ("Rathi").

Plaintiff once again received an "Exceeds Expectations" rating on his annual performance review in 2023. Up to this point in his employment Plaintiff had never required a medical leave of absence, reported a disability, or observed and reported any inappropriate behavior by a manager and/or co-worker. In Plaintiff's 2023 Annual Performance Evaluation his Manager, Vanee, noted that Plaintiff is an "exceptional leader" and praised his ability to earn trust by "being even-keeled, balanced and open to other perspectives even in contentious discussions." In the same evaluation his direct reports believed Plaintiff's superpowers included helping an employee resolve issues with peers in a thoughtful and effective manner.

In June 2023, Vanee left Amazon and recommended Plaintiff take over his duties and role which would mean Plaintiff would be overseeing a larger team of over 120 team members and taking on more responsibilities. However, Amazon conducted a company re-organization and had Director, Rohit Ghatol ("Ghatol") come in from a sister team to lead a newly formed, combined organization and Plaintiff was asked to report to Ghatol and Rathi. On information and belief, both Ghatol and Rathi had worked together in previous roles at Amazon and were friends having known each other for several years.

While reporting to Rathi and Ghatol from June through September 2023, Plaintiff observed that Ghatol was minimally involved in any of the programs under his supervision,

1 did not perform regular check-ins with his direct reports and lacked context on the day-to-day operations of the organization.

2 In or around July 2023, Plaintiff's son was diagnosed with an ongoing heart condition that required Plaintiff to take him to medical appointments. Plaintiff informed Rathi and
3 Ghatol about his son's disability and his need to potentially take time off in the future for his medical care. Despite dealing with his son's extremely stressful medical condition/disability,
4 Plaintiff went above and beyond to ensure his work was always completed and remained a high performer. To combat this need, Plaintiff worked long hours and regularly did not take
5 breaks to meet project deadlines which were extremely critical for the company.

6 On July 25, 2023, Rathi and Plaintiff exchanged messages in which Plaintiff defended the role of one of his reports. Rathi became verbally abusive and threatened to
7 show Plaintiff "what [he] can do," which Plaintiff understood to mean Rathi would terminate the employment of anyone that questioned his authority in any manner.

8 From May 2023, through September 2023, Plaintiff's team were tasked with working on key deliverables for Senior Vice President, Dave Limp's Alexa AI demonstration.
9 Plaintiff's team worked late nights and weekends to deliver a successful demonstration, which was scheduled to occur on September 20, 2023.

10 Between May 2023 and September 2023, on several occasions Rathi verbally abused Plaintiff publicly both on Slack and in person, unfairly targeted Plaintiff in meetings,
11 made racially demeaning comments about individuals with brown skin, slammed office doors and yelled at members of Plaintiff's team. When Rathi verbally harassed members of
12 Plaintiff's team and Plaintiff attempted to defend his team members, Rathi threatened Plaintiff. Rathi called individuals "idiots" on numerous occasions, including refusing to call an
13 employee because Rathi believed he was an "idiot" and Rathi would feel compelled to throw punches at his peers if he was forced to confront them. Rathi once remarked, "I don't even
14 know what those fuckers in India are doing." Rathi did not subject Caucasian employees or non-Indian to the same harassment, tone, vitriol, lack of trust, and/or pretextual and false
15 criticism of their work.

16 Ghatol also engaged in harassing and discriminatory treatment. During a trip to Boston on June 6, 2023, Massachusetts to meet portions of the Engineering team, some of
17 whom reported into Plaintiff's team, Ghatol became excessively inebriated and sexually harassed a female employee by repeatedly putting his arm around her. She was extremely
18 uncomfortable and forced to move away from him to escape. Multiple employees brought this to Plaintiff's attention as the female employee was one of his team members. Plaintiff
19 reported Ghatol's sexual harassment to Rathi.

20 On September 20, 2023, Plaintiff's team delivered an extremely successful Alexa AI presentation. Immediately thereafter, once Ghatol and Rathi no longer needed Plaintiff, they
21 demoted his position and moved him to another team. On September 21, 2023, Plaintiff was informed that he is being demoted from a manager to an individual contributor and from
22 engineering to a product function, which his new role being named Principal Product Manager, and that he will now report to Manager, Angela Sun ("Sun"). Ghatol admitted that
23 there were no performance concerns with Plaintiff whatsoever and his transfer was solely due to organizational restructuring needs. Plaintiff was informed two weeks after this role
24 change decision that his pay was also being reduced, otherwise had Plaintiff known about the pay differential at the time he was being informed of the change, Plaintiff would not have
25 agreed to the role change.

1 On September 27, 2023, after a stressful meeting with Rath and Plaintiff's teams,
2 Rath asked one of Plaintiff's managers Aditya Jalgaonkar ("Jalgaonkar"), to come see him
3 in his office after the meeting concluded. When Jalgaonkar did so, Rath yelled at him and
4 spoke to him in a demeaning tone. He then slammed the door on his face. Jalgaonkar was
5 extremely upset and hid himself in the bathroom. Some other team members found him
6 weeping and brought this to Plaintiff's attention. Later, Plaintiff brought this up with Rath on
7 a phone call. Rath tried dismissing it initially but then circled back the blame on the team for
8 not doing their job. Since Plaintiff was not in the meeting, he asked for clarifications to see if
9 he could explain the team's point of view. Rath then called it "water under the bridge" and
10 instead asked Plaintiff to follow up with the team and make sure we would still hit its
11 deadlines.

12 On or around September and October of 2023, Plaintiff's team called "Brahms"
13 successfully saved several million dollars in operations costs. At the completion of this
14 reduction in costs, Ghatol began placing members of this team on Performance
15 Improvements Plans, ("PIP"), when in fact two of the eight team members were top tier
16 performers. On information and belief, Ghatol had a PIP target and began volunteering
17 members from Plaintiff's team rather than members from his own teams, thus protecting his
18 own teams before the reorganization. Plaintiff pushed back asking Ghatol to provide
19 reasoning for the PIPs placed on his team members. Plaintiff knew that once these
20 members were placed on a PIP, they would not be able to find employment at Amazon or
21 transfer to other teams internally. Plaintiff did not want his team members to have ruined
22 careers without Defendants understanding the value that these members brought to the
23 company. Prior to Ghatol successfully placing his team members on PIPs, Plaintiff's
24 members were able to find other internal opportunities and transfer due to Plaintiff's
25 complaints and protest.

26 In the first week of October 2023, Plaintiff spoke to Vice President Shehzad
27 Mevawalla ("Mevawalla") and Human Resources Business Partner, Yaara Levine ("Levine")
28 to make a whistleblower report about Rath's harassing and discriminatory behavior.
Mevawalla and Levine did not take Plaintiff's reports seriously and did not contact an
overwhelming majority of the witnesses Plaintiff provided.

While reporting to Sun, Plaintiff was considered a good performer and was not
reprimanded or criticized in any manner, consistent with his employment prior to working
under Ghatol and Rath.

On or around mid-November, Plaintiff learned that his mother had been diagnosed
with an advanced stage of breast cancer.

On November 17, 2023, Defendants informed Plaintiff of his termination as part of a
reduction-in-force and encouraged him to find a suitable alternate position if possible. As
part of his termination agreement, Plaintiff was given a 60-day period of employment from
November 17, 2023, through January 15, 2024, within which he needed to find a new role
with Defendant after which time his employment would be formally terminated.

Immediately following his termination, Plaintiff informed HR and Defendant of his
mother's advanced stage cancer and ailing state

From November 19, 2023, through November 21, 2023, Plaintiff interviewed
internally with another team at Amazon. On November 22, 2023, Plaintiff was offered a new
position.

1 On November 25, 2023, Plaintiff learned from the Hiring Director of the new
2 organization in which Plaintiff was applying for that his offer letter could not be formalized in
3 the system. Plaintiff then learned the reason the offer letter could not be submitted was due
4 to being placed on a Performance Improvement Plan ("PIP") which resulted in him being
5 unable to transfer to the new role. Plaintiff was placed on a PIP in September when he was
6 demoted, however Defendants failed to inform Plaintiff of their decision to place him on a
7 PIP. In fact, Plaintiff had asked Sun several times for feedback and shared with her his
8 experience with Rath and Ghatol to make sure he could start afresh with no preconceived
9 prejudice. Sun regularly brushed Plaintiff off saying, "No nothing in particular. All is good."

10 When Plaintiff was informed by the Hiring Director of his PIP, he immediately
11 contacted Sun. Sun showed surprise that Plaintiff had not been informed about his PIP. Sun
12 admitted on Slack messages that Plaintiff's performance was "top notch" and that this was
13 reported for the first time by Ghatol who at the time had been Plaintiff's manager only three
14 months. Sun also admitted that the only reason for Plaintiff being on a PIP is an alleged
15 deficiency at earning trust. Plaintiff recognized this to be a false and pretextual reason for
16 placing him on a PIP as it is an area that he has always excelled at in past performance
17 evaluations. Both Sun and the supervisor that offered Plaintiff the new position agreed that
18 he had a good track record of earning trust and wanted to move forward with his hiring but
19 could not due to the PIP initiated by Ghatol and Rath.

20 On November 27, 2023, Plaintiff reported to Mevawalla that he was never informed
21 he has been put on a PIP. When Mevawalla refused to respond to Plaintiff he contacted
22 Diana Paoletti in Human Resources. As a result, Plaintiff met with Mevawalla on December
23 4, 2023, and shared with him the details of Ghatol and Rath's harassment, discrimination
24 and retaliation. Plaintiff also informed Mevawalla that he is being prevented from finding
25 another role with Defendants based on the retaliatory PIP he was placed on by Ghatol and
26 Rath. Mevawalla refused to intervene and allowed Ghatol and Rath's retaliatory PIP to
27 stand and prevent Plaintiff from finding a new role with Defendant.

28 On December 6, 2023, Plaintiff's offer for the new role was rescinded because of the
PIP that Rath and Ghatol placed him on without having ever informed Plaintiff.

From December 6, 2023, through December 12, 2023, Plaintiff emailed Sun and
Mevawalla to request details of the PIP he was purportedly placed on, and to request the
PIP be reconsidered and/or rescinded. Mevawalla and Sun refused to respond to Plaintiff. At
no point did Defendants share any specific details or documentation regarding the PIP.

On December 13, 2023, Plaintiff submitted a complaint to three or four of Defendant
Amazon's Human Resources Representatives reporting discrimination, harassment and
retaliation that Ghatol and Rath had subjected Plaintiff to. Plaintiff also reported Ghatol's
sexual harassment. Defendants refused to properly investigate, did not contact numerous
witnesses that Plaintiff identified, and allowed Ghatol and Rath to continue to retaliate
against Plaintiff by ensuring he was not able to find an alternate position with Defendants,
which could result in his termination. Plaintiff escalated this complaint to Defendant
Amazon's Employee Relations, Ethics Department and multiple Human Resources Business
Partners, all of whom refused to take any substantive action or investigate Plaintiff's
complaint of discrimination, harassment and retaliation thoroughly.

On January 5, 2024, Plaintiff's physician provided Defendants with a note that
confirmed Plaintiff has been suffering from a disability in the form of a major depressive
episode and generalized anxiety disorder. Furthermore, Plaintiff's physician confirmed his

1 need for a medical leave of absence under the Family and Medical Leave Act ("FMLA") from
2 January 3, 2024, through April 3, 2024. While under treatment for clinical depression and
3 anxiety, Plaintiff also used this time to return to India to care for his ailing mother who was
4 being treated for advanced cancer.

5 On April 3, 2024, Plaintiff's physician provided Defendants with a note that confirmed
6 Plaintiff continues to suffer from a disability in the form of a major depressive episode and
7 generalized anxiety disorder. Plaintiff's physician confirmed his need to extend Plaintiff's
8 medical leave of absence to May 29, 2024.

9 In accordance with the November 17, 2023, termination, Defendants formally
10 terminated Plaintiff's employment on June 20, 2024, after he had completed disability leave
11 and was unable to find new employment. Plaintiff was terminated because Mevawalla,
12 Ghatol and Rathi blocked Plaintiff from finding an alternate position with Defendant.

13 Defendant's stated reason for terminating Plaintiff was false and mere pretext as
14 Defendant's real reason for terminating Plaintiff's employment was for wrongful, illegal,
15 discriminatory and/or retaliatory purposes related to his disability, race, national origin,
16 and/or his good faith complaints regarding conduct that he reasonably believed to be illegal.

1 VERIFICATION

2 I, **Shelley A. Molineaux**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On November 5, 2024, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Walnut Creek, CA**
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