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**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

**FIRST AMENDED 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 Prevent Discrimination and
Harassment in Violation of FEHA (Government
Code § 12940, et seq.);**
- 6) Failure to Investigate 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) Defamation in Violation of Labor Code § 44
8 and § 46(3)

- 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
currently. Such Does are legally responsible for the events and happenings described herein and
for the damages proximately caused thereby. Plaintiff will seek the leave of the Court to amend

1 this complaint to set forth the true names and capacities of any such Does when they have been
2 ascertained.

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

8 ***JURISDICTION AND VENUE***

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

13
14 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

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

17
18 ***GENERAL ALLEGATIONS***

- 19 11. *Plaintiff's Alleged Protected Status and Activity:*
- 20 a. Plaintiff Jeegar Shah ("Shah") is an Indian American male whose national origin is India;
- 21 b. Plaintiff objected to and opposed Defendants' sexual harassment of women in the
22 workplace, as well as ill-treatment, racial discrimination, and abuse of women and
23 employees of color who reported to Plaintiff;
- 24 c. Plaintiff reported in good faith what he believed to be illegal activity to Defendants

1 including Defendants' sexual harassment of women and discrimination against women and
2 racial minorities at Amazon.

- 3 12. Amazon offered Plaintiff a position 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 at Amazon in March 2020 and was employed
7 by Amazon until Amazon wrongfully terminated Plaintiff’s employment on November 17, 2023.
- 8 13. Plaintiff initially reported to Manager, Alan Packer and Skip Manager, Prem Natarajan. Plaintiff
9 excelled in his position. Plaintiff received “Exceeds Expectations” ratings on his Annual
10 Performance Evaluations (*also known as* a Forte) in 2021 and 2022. In his 2022 Annual
11 Performance Evaluation, Plaintiff was praised for his ability to earn trust because of his
12 “transparent communication style,” and “[making] sure his team gets credit for [work], even if
13 it is coming on his own expense and visibility, which also makes him an excellent people
14 manager and a great asset to have in the team.” Amazon commended Plaintiff for having the
15 strength of “easily earn[ing] trust with partners.” In 2021 and 2022, Plaintiff’s peers and
16 supervisors rated his ability 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 Manager, Anand Rathie (“Rathie”).
- 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. As part of
8 that reorganization Amazon brought Director, Rohit Ghatol (“Ghatol”) in from a sister team to
9 lead a newly formed, combined organization. Amazon required Plaintiff to report to Ghatol and
10 Rathi. On information and belief, both Ghatol and Rathi had worked together in previous roles
11 at Amazon and were friends having 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 Ghatol’s supervision, did not
14 perform regular check-ins with his direct reports, and lacked context on the day-to-day
15 operations of the 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
20 continued to ensure that his work was always completed. Plaintiff remained a high performer.
21 Plaintiff worked long hours and regularly did not take breaks to meet project deadlines which
22 were extremely critical for the company.

23 19. On July 25, 2023, Rathi and Plaintiff exchanged messages in which Plaintiff objected how Rathi
24 treated one of Plaintiff’s direct reports and Plaintiff defended the role of one of this employee.

1 Rathi became verbally abusive and threatened to show Plaintiff “what [he] can do,” which
2 Plaintiff understood to mean Rathi would terminate the employment of anyone that questioned
3 his authority in any manner.

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

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

18 22. Ghatol also engaged in harassing and discriminatory treatment. During a trip to Boston,
19 Massachusetts on June 6, 2023, to meet portions of the Engineering team, some of whom
20 reported into Plaintiff’s team, Ghatol became excessively inebriated and sexually harassed a
21 female employee by repeatedly putting his arm around her. Ghatol caused the female employee
22 to become extremely uncomfortable forcing her to move away from him to escape. Multiple
23 employees brought this to Plaintiff’s attention as the female employee was one of his team
24 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 Ghatol and Rathí demoted Plaintiff in retaliation for Plaintiff's complaining about Ghatol's sexual harassment and moved Plaintiff to another team. On September 21, 2023, Amazon informed Plaintiff that he is being demoted from a manager to an individual contributor and from engineering to a product function. Plaintiff's new title was became Principal Product Manager, reporting to Angela Sun ("Sun"). Ghatol admitted that 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 change decision that his pay was also being reduced. Had Plaintiff known about the pay decrease at the time he was being informed of the change, Plaintiff would not have agreed to the role change.
24. On September 27, 2023, after a stressful meeting with Rathí and Plaintiff's teams, Rathí asked one of Plaintiff's managers Aditya Jalgaonkar ("Jalgaonkar"), to see him in his office after the meeting concluded. When Jalgaonkar did so, Rathí yelled at him and spoke to him in a demeaning tone. Rathí then slammed the door in Jalgaonkar's face. Jalgaonkar was extremely upset and hid himself in the bathroom. Some other team members found him weeping and brought this to Plaintiff's attention. Later, Plaintiff mentioned this to Rathí on a phone call. Rathí tried dismissing it initially but then blamed the team for not doing their jobs. Since Plaintiff was not in the meeting, he asked for clarifications to see if he could explain the team's point of view. Rathí then called it "water under the bridge" and instead asked Plaintiff to follow up with the team and make sure the team would still hit its deadlines.
25. On or around September and October of 2023, Plaintiff's team called "Brahms" successfully saved several million dollars in operations costs. At the completion of this reduction in costs, Ghatol began placing members of this team on Performance Improvements Plans, ("PIP"), when in fact two of the eight team members were top tier performers. On information and belief,

Amazon gave Ghatol a PIP target and began volunteering members from Plaintiff's team rather than members from his own teams, thus protecting his own teams before the reorganization. Plaintiff pushed back asking Ghatol to provide reasoning for the PIPs placed on his team members. Plaintiff knew that once these members were placed on a PIP, they would not be able to find employment at Amazon or transfer to other teams internally. Plaintiff did not want his team members to have ruined careers without Defendants understanding the value that these members brought to the company. Before Ghatol placed Plaintiff's team members on PIPs, Plaintiff's members were able to find other internal opportunities and transfer due to Plaintiff's complaints and protest.

26. In the first week of October 2023, Plaintiff spoke to Vice President Shehzad Mevawalla ("Mevawalla") and Human Resources Business Partner, Yaara Levine ("Levine") to make a whistleblower report about Rathi's harassing and discriminatory behavior.

27. Amazon did not properly investigate Plaintiff's complaints concerning Rathi's harassment and discrimination. Mevawalla and Levine did not take Plaintiff's reports seriously and did not contact an overwhelming majority of the witnesses Plaintiff provided.

28. 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 Rathi.

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

30. 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

1 which time his employment would be formally terminated.

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

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

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

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

- 1 35. On November 27, 2023, Plaintiff reported to Mevawalla that he was never informed he has been
2 put on a PIP. When Mevawalla refused to respond to Plaintiff he contacted Diana Paoletti in
3 Human Resources. As a result, Plaintiff met with Mevawalla on December 4, 2023, and shared
4 with him the details of Ghatol and Rathi's harassment, discrimination, and retaliation. Plaintiff
5 also informed Mevawalla that he is being prevented from finding another role with Amazon
6 based on the retaliatory PIP he was placed on by Ghatol and Rathi. Mevawalla refused to
7 intervene and allowed Ghatol and Rathi's retaliatory PIP to stand preventing Plaintiff from
8 finding a new role with Defendant.
- 9 36. On December 6, 2023, Plaintiff's offer for the new role was rescinded because of the PIP that
10 Rathi and Ghatol placed him on without having ever informed Plaintiff.
- 11 37. From December 6, 2023, through December 12, 2023, Plaintiff emailed Sun and Mevawalla to
12 request details of the PIP he was placed on, and to request the PIP be reconsidered and/or
13 rescinded. Mevawalla and Sun refused to respond to Plaintiff. At no point did Defendants share
14 any specific details or documentation regarding the PIP.
- 15 38. On December 13, 2023, Plaintiff submitted a complaint to three or four of Defendant Amazon's
16 Human Resources Representatives reporting discrimination, harassment and retaliation that
17 Ghatol and Rathi had subjected Plaintiff to. Plaintiff also reported Ghatol's sexual harassment.
18 Defendants refused to properly investigate, did not contact numerous witnesses that Plaintiff
19 identified, and allowed Ghatol and Rathi to continue to retaliate against Plaintiff by ensuring he
20 was not able to find an alternate position with Amazon, which could result in his termination.
21 Plaintiff escalated this complaint to Defendant Amazon's Employee Relations, Ethics
22 Department, and multiple Human Resources Business Partners, all of whom refused to take any
23 substantive action or investigate Plaintiff's complaint of discrimination, harassment, and
24 retaliation thoroughly.

39. 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 need for a medical leave of absence under the Family and Medical Leave Act ("FMLA") from January 3, 2024, through April 3, 2024. While under treatment for clinical depression and anxiety, Plaintiff also used this time to return to India to care for his ailing mother who was being treated for advanced cancer.
40. On April 3, 2024, Plaintiff's physician provided Defendants with a note that confirmed Plaintiff continues to suffer from a disability in the form of a major depressive episode and generalized anxiety disorder. Plaintiff's physician confirmed his need to extend Plaintiff's medical leave of absence to May 29, 2024.
41. In accordance with the November 17, 2023, termination, Defendants formally terminated Plaintiff's employment on June 20, 2024, after he had completed disability leave and was unable to find new employment. Plaintiff was terminated because Mevawalla, Ghatol and Rathi blocked Plaintiff from finding an alternate position with Defendant.
42. Defendant's stated reason for terminating Plaintiff was false and mere pretext as Defendants' real reason for terminating Plaintiff's employment was for wrongful, illegal, discriminatory, and/or retaliatory purposes related to his disability, race, national origin, and/or his good faith complaints regarding conduct that he reasonably believed to be illegal.

DAMAGES

43. *Economic damages:* As a consequence of Defendant's conduct, Plaintiff has suffered and will suffer 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

1 the legal rate from and after each payday on which those wages should have been paid, in a sum
2 to be proven at trial.

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

14 45. *Punitive damages:* Defendants' conduct alleged herein constitutes malice, oppression, and/or
15 fraud, under California Civil Code § 3294, and entitles Plaintiff to an award of exemplary and/or
16 punitive damages.

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

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

23 c. *Fraud:* Defendant's conduct was committed with oppression within the meaning of
24 California Civil Code § 3294. Defendants acted with intentional misrepresentation, deceit,

1 or concealment of a material fact known to them with the intention on their part of
2 depriving Plaintiff of property or legal rights or otherwise causing injury.

3 46. *Attorneys' Fees and Costs:* Where applicable, pursuant to Government Code § 12965(b), Code
4 of Civil Procedure §§ 1021.5 and 1032.5, Plaintiff is entitled to recover reasonable attorney's
5 fees, costs, and legal expenses in an amount according to proof.

6
7 ***FIRST CAUSE OF ACTION***

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

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

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

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

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

19 51. Defendant's actions, as alleged, violated FEHA, by including but not limited to the
20

21 following separate bases for liability:

- 22 i. Terminating Plaintiff's employment in whole or in part on the basis of Plaintiff's
23 race;
24 ii. Unfairly criticizing, reprimanding and harassing Plaintiff in whole or in part on the
basis of Plaintiff's race;
iii. Excluding Plaintiff from peer activities and career growth opportunities in whole

1 or in part on the basis of Plaintiff's race;

2 iv. Excluding Plaintiff from work opportunities or assignments in whole or in part on
the basis of Plaintiff's race;

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

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

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

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

21 ***SECOND CAUSE OF ACTION***

22 *(Harassment on the Basis of Race in Violation of FEHA (Government*
23 *Code § 12900, et seq.) - Against Defendant AMAZON.COM SERVICES,*
24 *LLC and Does 1 to 100, Inclusive)*

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

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

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

11 56. Defendant's conduct, including their tone, false criticism and accusations exceeded general
12 managerial and supervisory criticism and were intended as retaliation and pretext for Defendant's
13 discriminatory animus toward Plaintiff on this basis of his race. Defendant's conduct impacted
14 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.

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

- 17 i. Economic damages, including but not limited to lost past and future income and
18 employment benefits, unpaid expenses and resulting penalties, and interest on
19 unpaid wages at the legal rate from and after each payday on which those wages should
20 have been paid, in a sum to be proven at trial;
- 21 ii. Non-economic damages, including but not limited to mental and emotional distress
22 in a sum to be proven at trial; and
- 23 iii. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
24 reasonable attorney's fees and legal expenses in an amount according to proof.
- iv. 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.

THIRD CAUSE OF ACTION

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

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

59. 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 refrain from discriminating against any employee because of their national origin.

60. Plaintiff was Defendant's employee and Defendants were Plaintiff's employer.

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

62. Defendant's actions, as alleged, violated FEHA, by including but not limited to the

following separate bases for liability:

- i. Terminating Plaintiff's employment in whole or in part on the basis of Plaintiff's national origin;
- ii. Unfairly criticizing, reprimanding and harassing Plaintiff in whole or in part on the basis of Plaintiff's national origin;
- iii. Excluding Plaintiff from peer activities and career growth opportunities in whole or in part on the basis of Plaintiff's national origin;
- iv. Excluding Plaintiff from work opportunities or assignments in whole or in part on the basis of Plaintiff's national origin;
- v. Demoting Plaintiff in whole or in part on the basis of Plaintiff's national origin;

63. 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

1 demotion and termination of his employment. Defendant's wrongful actions caused Plaintiff
2 harm, including economic and noneconomic harm. Plaintiff further alleges that Defendant's
3 actions were made with malice, oppression and/or fraud.

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

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

17 ***FOURTH CAUSE OF ACTION***

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

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

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

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

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

- i. Harassing Plaintiff and/or creating a hostile work environment, in whole or in part

on the basis of Plaintiff's national origin and/or other protected characteristics, in violation of Government Code section 12940(j);

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

67. 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 national origin. 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.

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

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

FIFTH 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)

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

70. 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.”

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 harassing their employees on the basis of their protected characteristics.

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

- i. Terminating Plaintiff’s employment because of his race, national origin, disability, and association with a disabled individual;
- ii. Unfairly criticizing, reprimanding and harassing Plaintiff because of his race, national origin;
- iii. Excluding Plaintiff from peer activities and career growth opportunities because of his race, national origin;
- iv. Excluding Plaintiff from work opportunities or assignments in whole or in part on the basis of Plaintiff’s his race, national origin;
- v. Demoting Plaintiff in whole or in part on the basis of Plaintiff’s his race, national

1 origin; and

2 vi. Failing to take reasonable steps to prevent discrimination, harassment and
3 retaliation.

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

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

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

20 ***SIXTH CAUSE OF ACTION***

21 *(Failure to Investigate Discrimination, Harassment and/or Retaliation in*

22 *Violation of FEHA (Government Code § 12940, et seq.) - Against*

23 *Defendant AMAZON.COM SERVICES, LLC*

24 *and Does 1 to 100, Inclusive)*

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

3 76. At all relevant times, FEHA (Government Code § 12940, *et seq.*), was in full force and effect and
4 was binding on Defendants. This statute requires Defendants “to take all reasonable steps
5 necessary to prevent discrimination and harassment from occurring.”

6 77. During Plaintiff’s employment with Defendants, Defendants, personally and through
7 their supervisors, managers, and employees, failed to take reasonable actions to prevent and
8 investigate themselves, their supervisors, managers and employees, from discriminating against
9 and harassing their employees on the basis of their protected characteristics.

10 78. During Plaintiff’s employment with Defendants, Defendants, personally and through
11 their supervisors, managers and employees, failed to take reasonable actions to prevent and
12 investigate themselves, their supervisors, managers and employees, from discriminating against
13 and harassing Plaintiff on the basis of his protected characteristic (i.e. his race and national origin)
14 which resulted in acts of discrimination and harassment including but not limited to the following
15 separate bases for liability:

- 16 i. Terminating Plaintiff’s employment because of his race, national origin, disability,
and association with a disabled individual;
- 17 ii. Unfairly criticizing, reprimanding and harassing Plaintiff because of his race,
18 national origin;
- 19 iii. Excluding Plaintiff from peer activities and career growth opportunities because of
his race, national origin;
- 20 iv. Excluding Plaintiff from work opportunities or assignments in whole or in part on
the basis of Plaintiff’s his race, national origin;
- 21 v. Demoting Plaintiff in whole or in part on the basis of Plaintiff’s his race, national
22 origin; and
- 23 vi. Failing to take reasonable steps to prevent and investigate discrimination,
harassment and retaliation.

24 79. On the basis of the above, Plaintiff alleges on information and belief that his race, national origin

1 was a substantial motivating factor in Defendant's wrongful actions, including but not limited to
2 the termination of his employment.

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

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

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

16
17 ***SEVENTH CAUSE OF ACTION***

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

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

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

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

23 82. Plaintiff's engagement in protected activity, including good faith complaints and/or opposition to
24 discrimination and harassment based on race, national origin, disability, association with a

1 disabled individual, reporting sexual harassment, and/or good faith complaints protected by
2 FEHA, Government Code section 12900, et seq., as well as to Defendant's failure to
3 accommodate his disability and failure to engage in the interactive process, were motivating
4 factors in Defendant's decision to terminate plaintiff's employment, not to retain, hire, or
5 otherwise employ plaintiff in any position, and/or to take other adverse job actions against
6 plaintiff.

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

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

1 limitation or discriminatory animus on the basis of race, national origin, disability,
2 association with a disabled individual, and/or, and/or other protected
characteristics, in violation of Government Code section 12940(d)

- 3 ix. Failing to provide plaintiff with requisite statutory leave, violating notice and/or
4 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.

5 84. 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 i. 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
10 should have been paid, in a sum to be proven at trial;
11 ii. Non-economic damages, including but not limited to mental and emotional distress
12 in a sum to be proven at trial; and
13 iii. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
14 reasonable attorney's fees and legal expenses in an amount according to proof.
15 iv. Defendant's conduct alleged herein constitutes malice, oppression, and/or fraud,
16 under California Civil Code § 3294, and entitles Plaintiff to an award of exemplary
and/or punitive damages.

17 ***EIGHTH CAUSE OF ACTION***

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

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

20 85. The allegations set forth in the preceding paragraphs are realleged and incorporated
21 herein by reference.
22

23 86. At all relevant times, Labor Code section 1102.5 was in full force and effect and was binding on
24 Defendants. This statute prohibits Defendants from retaliating against any employee for raising

1 or making complaints of actions which the employee knows or reasonably believes to be illegal.

2
3 87. During Plaintiff's employment with Defendants, Defendants, personally and through

4 their supervisors, managers and employees, retaliated against their employees for making
5 complaints of actions which they knew or reasonably believed to be illegal.

6 88. During Plaintiff's employment with Defendants, Defendants, personally and through

7 their supervisors, managers and employees, retaliated against Plaintiff for making
8 complaints of actions which he knew or reasonably believed to be illegal by taking actions
9 including but not limited to the following separate bases for liability:

- 10 i. Terminating Plaintiff in whole or in part on the basis of Plaintiff's reporting and
11 resisting discrimination, harassment, sexual harassment and retaliation;
12 ii. Unfairly criticizing and harassing Plaintiff in whole or in part on the basis of
13 Plaintiff's reporting and resisting discrimination, harassment, sexual harassment
14 and retaliation;
15 iii. Excluding Plaintiff from peer activities and career growth opportunities in whole
16 or in part on the basis of Plaintiff's reporting and resisting discrimination,
17 harassment, sexual harassment and retaliation; and
18 iv. Demoting Plaintiff in whole or in part on the basis of Plaintiff's reporting and
19 resisting discrimination, harassment, sexual harassment and retaliation.

20 On the basis of the above, Plaintiff alleges on information and belief that his good-faith
21 complaints regarding activity which he knew or reasonably believed to be illegal was a
22 substantial motivating factor in Defendant's wrongful actions, including but not limited to the
23 termination of his employment. Plaintiff further alleges that Defendant's actions were made
24 with malice, oppression and/or fraud.

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

- 23 i. Economic damages, including but not limited to lost past and future income and
24 employment benefits, unpaid expenses and resulting penalties, and interest on

1 unpaid wages at the legal rate from and after each payday on which those wages should
2 have been paid, in a sum to be proven at trial;

3 ii. Non-economic damages, including but not limited to mental and emotional distress

4 in a sum to be proven at trial; and

5 iii. Pursuant to Civil Code sections 1102.5(j), 1021.5, and 1032.5, plaintiff is entitled
6 to recover reasonable attorneys' fees and costs (including expert costs) in an
7 amount according to proof.

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

11 ***NINTH CAUSE OF ACTION***

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

13 *AMAZON.COM SERVICES, LLC*

14 *and Does 1 to 100, Inclusive)*

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

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

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

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

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

14 ***TENTH CAUSE OF ACTION***

15 *(Intentional Infliction of Emotional Distress— Against Defendant*

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

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

19 95. Defendant's discriminatory, harassing, and retaliatory actions against Plaintiff constituted severe
20 and outrageous misconduct and caused Plaintiff extreme emotional distress.

21 96. Defendant's conduct, including their tone, false criticism and accusations exceeded general
22 managerial and supervisory criticism and were intended as retaliation and pretext for Defendant's
23 discriminatory animus toward Plaintiff on this basis of his race, national origin, disability and
24 association with a disabled individual. Defendant's conduct impacted Plaintiff's emotional

1 tranquility at work, interfered with Plaintiff's ability to perform his job duties, and created what
2 Plaintiff perceived to be an intimidating, hostile and offensive work environment.

3
4 97. Defendants were aware that treating plaintiff in the manner alleged above, including depriving
5 him of his livelihood, would devastate plaintiff and cause him extreme hardship.

6
7 98. As a proximate result of Defendant's extreme and outrageous conduct, plaintiff has suffered and
8 continues to suffer severe emotional distress. Plaintiff has sustained and continues to sustain
9 substantial losses of earnings and other employment benefits as a result of being emotionally
10 distressed.

11
12 99. As a proximate result of Defendant's extreme and outrageous conduct, plaintiff has suffered and
13 continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all
14 to his damage in a sum according to proof.

15
16 100. Defendant's misconduct was committed intentionally, in a malicious, fraudulent,
17 oppressive manner, entitling plaintiff to punitive damages.

18 ***ELEVENTH CAUSE OF ACTION***

19 *(Defamation in Violation of Labor Code § 44 and § 46(3))*

20 *— Against All Defendants and Does 1 to 100, Inclusive)*

21
22 101. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set
23 forth in this Complaint.

24 102. Labor Code § 44 provides:

Defamation is affected by either of the following:

Libel.
Slander.

103. Labor Code § 46(3) provides:

Tends directly to injure him in respect to his office, profession, trade or
business, either by imputing to him general disqualification in those respects
which the office or other occupation peculiarly requires, or by imputing

1 something with reference to his office, profession, trade, or business that has a
2 natural tendency to lessen its profits;

3 104. Defendant Rathi and Ghatol retaliated against Plaintiff by placing him on a PIP which
4 resulted in Plaintiff being terminated after Rathi and Ghatol blocked him from finding an
5 alternate position with Defendant Amazon.com Services, LLC

6 105. Defendant Amazon.com Services, LLC's stated reasons for terminating Plaintiff were
7 defamatory as they were false and pretextual.

8 106. Once Plaintiff was informed that he was placed on a Performance Improvement Plan
9 ("PIP") and that he could not transfer to a new role as a result, Defendant Amazon.com Services,
10 LLP admitted that the performance concerns were raised for the first time by Ghatol and Rathi.
11 Defendant also admitted that the purported reason for Plaintiff being on a PIP is an alleged
12 deficiency at earning trust. Plaintiff recognized this to be a false and pretextual reason for placing
13 him on a PIP as it is an area that he has always excelled at in past performance evaluations. Both
14 Defendant and the supervisor that offered Plaintiff the new position agreed that he had a good
15 track record of earning trust and wanted to move forward with his hiring but could not due to the
16 PIP initiated by Ghatol and Rathi. The statements were a substantial factor in causing Plaintiff's
17 harm.

18 107. Plaintiff suffered harm to her profession, occupation, and reputation as a result of
19 Defendants defamation.

20 108. As a direct, foreseeable, and proximate result of Defendants' defamation, Plaintiff
21 suffered and continue to suffer humiliation, embarrassment, mental and emotional distress, and
22 discomfort, all to Plaintiff's damages in an amount to be proven at trial.

23 109. Defendants acted with malice, knowing the statements would harm, and intending for the
24

1 statements made to other people to harm Plaintiff's profession, occupation, reputation.

2
3 **PRAYER**

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

- 5 a. For economic and non-economic damages according to proof;
6 b. For punitive damages according to proof;
7 c. For pre-judgment and post-judgment interest on all damages awarded;
8 d. For reasonable attorneys' fees;
9 e. For costs of suit incurred;
10 f. For such other and further relief as the Court may deem just and proper.

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

13
14 DATED: January 13, 2025

RATNER MOLINEAUX, LLP

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16 _____
17 David S. Ratner
18 Shelley A. Molineaux
19 Attorneys for Plaintiff Jeegar Shah
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