

EXHIBIT A

Gill & Chamas, L.L.C.
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Attorneys for Plaintiff

D.J.C.

Plaintiffs,

vs.

**AMAZON COM DEDC, LLC; ABC
CORPS (I --V); AND TYLER MORALES,
INDIVIDUALLY, AND JANE DOE
INDIVIDUALS (1 - 10)**

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.: MID-L- **6893-19**

Civil Action

COMPLAINT

The Plaintiff, D.J.C., residing at 33 Princeton Road, Parlin, County of Middlesex, State of New Jersey, by way of his Complaint against the Defendant(s), states the following:

FIRST COUNT

1. Plaintiff, D.J.C. is an individual residing at 33 Princeton Road, Parlin, New Jersey, 08859.

2. The defendant, AMAZON COM DEDC, LLC (hereinafter "Amazon") is a corporation authorized to do business in the State of New Jersey, with multiple locations within the State of New Jersey including the Amazon Fulfillment Center LGA9 at 2170 New Jersey Route 27, Edison, NJ 08817.

3. The defendant, Tyler Morales is an employee/representative of defendant AMAZON COM DEDC, LLC (hereinafter "Amazon") at the Amazon Fulfillment Center LGA9 at 2170 New Jersey Route 27, Edison, NJ 08817

4. The defendants ABC Corps I – V (names of ABC Corps being fictitious, correct names currently unknown to plaintiff), and Jane Doe Individuals 1 – 10) names of Jane Doe Individuals being fictitious, correct names currently unknown to plaintiff), are corporations, business entities, parent companies, subsidiaries, trading as, doing business as, or individuals or otherwise unknown as the former employer and employer's supervisors, of the plaintiff, D.J.C..

5. On or about November 3, 2017 plaintiff was hired as a Warehouse Associate engaged in fulfilling merchandise orders.

6. Plaintiff, D.J.C. was an hourly employee paid approximately \$14.10 per hour working full time hours for the defendant.

7. Plaintiff, D.J.C. duly performed all of the terms, duties and conditions of his employment in a satisfactory manner.

8. Not only did D.J.C. duly perform all duly performed all of the terms, duties and conditions of his employment in a satisfactory manner, during his period of employment with the defendant he was never disciplined for any reason and in fact was elevated in status twice, by additional assignments as "Process Guide" and Amazon Ambassador.

9. The defendant was an "employer" within the State of New Jersey and was required to abide by the state laws which prohibit work place discrimination, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

10. The defendant, as an employer within the State of New Jersey, was compelled to treat all employees, fairly, equally, without discrimination, and were required to obey and follow the laws of the State of New Jersey, including specifically those laws which prohibit discrimination in hiring and disability discrimination in the workplace, prohibit retaliatory conduct for providing

notice of disability, and those laws that require reasonable accommodations, including the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. and the Americans with Disabilities Act.

11. In the early morning hours of Wednesday, July 11, 2018, defendant notified D.J.C. that D.J.C. would be required to submit to a random Oral Fluid Drug Test and was directed to "AmCare", which is an office within the Edison Amazon Fulfillment Center.

12. Prior to submitting to the oral fluid drug test on Wednesday, July 11, 2018, D.J.C. asked the collector a series of questions in order to document and disclose prescription medication(s) that might cause a positive result,

13. The collector, whose name is not clearly identified on the Copy 3 Donor Copy Oral Fluid Drug Test Form (Amzn), denied D.J.C. the opportunity to disclose prescription medications, either orally or in writing, prior to taking the test.

14. The Oral Fluid Drug Test Form (Amzn) used for D.J.C.'s test does not contain an entry field for the donor, or the collector, to identify current and/or prescription medications.

15. On Wednesday, July 11, 2018, the collector told D.J.C. that he would have an opportunity later to provide prescriptions in the event of a positive result.

16. On Wednesday, July 11, 2018, D.J.C. submitted to the Oral Fluid Drug Test and provided the sample required.

17. At all relevant times to this complaint, including at the time of hiring, D.J.C. suffered from anxiety and panic disorder, which were diagnosed by a licensed physician are valid and/or enumerated and/or perceived disabilities that fall within the ambit of laws of the state of New Jersey, and the Americans with Disabilities Act.

18. The drug test of Wednesday, July 11, 2018 was the only drug test, or any sort, administered to D.J.C. during his period of employment.

19. Approximately one month after the Oral Fluid Drug Test of Wednesday, July 11, 2018, D.J.C., and without any performance or disciplinary issues, on August 15, 2018, D.J.C.'s supervisor, Carlos Santos pulled him from the floor of the Amazon Fulfillment Center and walked him to the front offices, saying nothing.

20. Once in an office on location, D.J.C. and Carlos Santos were joined by defendant Tyler Morales who represented that he was, and held himself out as, defendant's HR Representative.

21. Once seated, defendant Tyler Morales told D.J.C. that he was being terminated for failing the drug test [of July 11, 2018].

22. Defendant Tyler Morales, before announcing the termination and its general basis, gave D.J.C. no opportunity to provide comment.

23. After defendant Tyler Morales told D.J.C. he was terminated, D.J.C. informed defendant Tyler Morales, in the presence of Carlos Santos, that he had, and produced, a valid Medical Marijuana Card and that Medical Marijuana was lawfully prescribed to him for treatment of his disabilities.

24. Defendant Morales and Mr. Santos excused themselves from the room. Upon their return, defendant Morales in the presence of Mr. Santos told D.J.C. that he was not "being terminated" and had to leave work temporarily on "Certificate of Fitness Leave" (a paid leave status) to complete a Certification of Fitness to be signed by D.J.C.'s physician. Defendant Morales

further explained that “Amazon Accommodations” personnel would be in touch with 24 hours to advise if any other paperwork was required.

25. According to the “Certificate of Fitness Off Work” provided to the plaintiff on or about August 16, 2018, *plaintiff had until August 22, 2018* to complete it, and to turn it in.

26. On August 17, 2018, plaintiff and plaintiff’s physician, Dr. Jeffrey Rosen, completed and duly executed the “Accommodations paperwork”.

27. The accommodations paperwork outlined that plaintiff was fit for work and that the use of Medical Marijuana was for a valid and delineated disability.

28. Defendant Amazon (Accommodations) did not contact D.J.C. on August 16, 2018 within 24 hours as represented by defendant Morales.

29. Concerned, plaintiff D.J.C., on August 16, 2018 D.J.C. went online to Amazon Hub and found that contrary to the representation of defendant Morales, he was not being paid for his shift on August 15, 2018. Rather, his time on August 15, 2018 was being charged as “Unpaid Time Off.”

30. Concerned, plaintiff D.J.C. contacted Amazon Employee Resource Hotline and was told that the pay issue would be corrected and that he would have to “wait for the My Accommodations representative to contact him.”

31. Defendant Amazon (Accommodations) did not contact D.J.C. on August 17, 2018.

32. Concerned, plaintiff contacted Amazon (Accommodations) on Friday, August 17, 2018, having already gone to his physician and having had completed the “accommodations” paperwork. He was advised that he would “have to wait to speak with the case manager” who might not call until Monday, August 20, 2018.

33. Defendant Amazon (Accommodations) case manager, if one was ever assigned, did not call D.J.C. at any time.

34. On Monday, August 20, 2018, at approximately 6:44pm, having no information whatsoever regarding an accommodation, plaintiff D.J.C. again called My Accommodations, gave his case number, and was told that his case had been transferred back to "Amazon Local HR". Defendant's representative did not raise the issue of the Certificate of Fitness (accommodations) paperwork, so plaintiff again was left to himself to raise the issue of his rights to be free of discrimination in the workplace.

35. To do this, plaintiff D.J.C. now asked, "What about my paperwork I had filled out and signed by my doctor?" Defendant's representative said that it would "get attached" to his file, but "they didn't need it anymore".

36. An hour and 20 minutes later, the evening of August 20, 2018, defendant Morales called plaintiff D.J.C. (with an unidentified additional representative on the phone) and immediately told plaintiff that he was being terminated for "failing to notify defendant" of the Medical Marijuana (card/disability) prior to the test. Plaintiff told defendant Morales that he had in fact tried to disclose this to defendant's collector prior to the test on July 11, 2018 and that the collector assured him that he would have the opportunity to present prescriptions later in time. While not retracting the termination, defendant Morales responded that he would "dive deeper".

37. Plaintiff submitted the accommodations materials signed by his physician on August 21, 2018 at 5:34am to accommodations@amazon.com.

38. Defendant Amazon did not contact plaintiff until August 27, 2018 at 8:20pm and an otherwise unidentified Amazon HR representative told plaintiff that he was terminated for the

third time. No explanation was given, no affirmation that his accommodations paperwork was reviewed, and absolutely no offer of accommodation was made.

39. On August 28, 2018 defendant Amazon sent plaintiff a letter confirming “that the date of involuntary termination of your employment with Amazon.com.dedc, LLC is August 28, 2018”.

40. No further “exchange” occurred. No remedial paperwork was offered and no accommodation was offered.

41. At no time prior to termination did defendant offer to D.J.C. any reasonable accommodation.

42. As a direct result of the unlawful actions of the defendant and its employees, violation of the laws of the State of New Jersey, such as but not limited to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq, plaintiff has been deprived of his salary, benefits, financial security, loss of enjoyment of work, suffered and continues to suffer compensatory and pecuniary damages and losses, emotional distress, anxiety, sleeplessness, humiliation, embarrassment, nervous anguish, mental and emotional upset, and has had his civil rights violated.

WHEREFORE, the plaintiff, D.J.C. demands judgment against the defendants and ABC Corps I – V (said names of corporations being fictitious, correct names currently unknown to plaintiff), and Jane Doe Individuals 1 – 10 (said full names of Jane Doe Individuals being fictitious, correct names currently unknown to plaintiff) jointly, severally or in the alternative, for:

- A. Reinstatement;
- B. Compensatory damages;
- C. Punitive damages;

D. Attorney's fees and costs;

E. All other relief permitted by the New Jersey Law Against Discrimination;

F. Together with interest and costs of suit.

SECOND COUNT

1. Plaintiff repeats and incorporates herein the allegations of the First Count herein as if set forth in full.

2. On information and belief, Amazon has a policy of considering rehiring of former Amazon employees after 120 days post-termination, or discontinuation of employment, even after terminations for positive drug results.

3. Contemporaneous with plaintiff's termination, defendant "blacklisted" plaintiff from application to Amazon and other Amazon-owned business such as Whole Foods.

4. Plaintiff subsequently applied to Whole Foods and was advised that he would not be considered due to his termination from Amazon.

5. After 120 days post-termination, plaintiff attempted to reapply to defendant, but Amazon responded that after reviewing his reason for termination, he could not apply.

6. Defendant's personnel policies and actions created a continuing harm to the plaintiff and continue to discriminate against him on the basis of disability and perceived disability in violation of the New Jersey Law Against Discrimination.

7. As a result of defendant's continuing and unlawful conduct, plaintiff suffered a protracted period of unemployment, emotional distress, and has been permanently damaged in his economic potential.

WHEREFORE, the plaintiff, D.J.C. demands that defendant be enjoined from continuing this unlawful and discrimination practice and for judgment against the defendants and ABC Corps I – V (said names of corporations being fictitious, correct names currently unknown to plaintiff), and Jane Doe Individuals 1 – 10 (said full names of Jane Doe Individuals being fictitious, correct names currently unknown to plaintiff) jointly, severally or in the alternative, for:

- A. Reinstatement;
- B. Compensatory damages;
- C. Punitive damages;
- D. Attorney's fees and costs;
- E. Enjoinment, and all other relief permitted by the New Jersey Law Against Discrimination;
- F. Together with interest and costs of suit.

THIRD COUNT

1. Plaintiff repeats and incorporates herein the allegations of the First Count and Second Count herein as if set forth in full.

2. As a result of defendant's conduct, plaintiff was encumbered from fully mitigating his economic damages.

3. In seeking re-employment, plaintiff was prejudiced by defendant's conduct inasmuch as plaintiff could not explain to prospective employers the basis for his termination from defendant and gap in employment.

4. Although plaintiff obtained employment, he does not have the same benefits, opportunity and enjoyment of work as he did with defendants.

WHEREFORE, the plaintiff, D.J.C. demands judgment against the defendants and ABC Corps I – V (said names of corporations being fictitious, correct names currently unknown to plaintiff), and Jane Doe Individuals 1 – 10 (said full names of Jane Doe Individuals being fictitious, correct names currently unknown to plaintiff) jointly, severally or in the alternative, for:

- A. Reinstatement;
- B. Compensatory damages;
- C. Punitive damages;
- D. Attorney's fees and costs;
- E. All other relief permitted by the New Jersey Law Against Discrimination;
- F. Together with interest and costs of suit.

FOURTH COUNT

1. Plaintiff repeats and incorporates herein the allegations of the First Count, Second Count and Third Count as if set forth in full.

2. After termination, plaintiff applied for unemployment benefits through the State of New Jersey.

3. On September 24, 2018, the State of New Jersey sent a Notice of Determination to plaintiff finding that:

a. He was eligible for unemployment benefits beginning August 26, 2018; and

b. that defendant alleged that plaintiff's discharge was allegedly for "failing to show up for work"

c. defendant never supplied written evidence to the State of New Jersey to support the stated reason for termination.

4. Defendant Amazon, through the above conduct, conspired to cover up its unlawful termination based on plaintiff's disability.

5. Defendant's conspiratorial and unlawful conduct was intended to prevent plaintiff from timely receiving unemployment benefits.

6. Defendant's conspiratorial and unlawful conduct was intended to keep plaintiff and others similarly situated from pursuing his/their legal rights under the New Jersey Law Against Discrimination, by not bringing to light to the State of New Jersey the real reason for plaintiff's termination, i.e. a positive drug test for prescription medical marijuana for his disabilities.

WHEREFORE, the plaintiff, D.J.C. demands **PUNITIVE DAMAGES** and judgment against the defendants and ABC Corps I – V (said names of corporations being fictitious, correct names currently unknown to plaintiff), and Jane Doe Individuals 1 – 10 (said full names of Jane Doe Individuals being fictitious, correct names currently unknown to plaintiff) jointly, severally or in the alternative, for:

A. Reinstatement;

- B. Compensatory damages;
- C. **Punitive damages;**
- D. Attorney's fees and costs;
- E. All other relief permitted by the New Jersey Law Against Discrimination;
- F. Together with interest and costs of suit.

JURY DEMAND

The Plaintiff hereby demands trial by jury as to all issues.

NOTICE OF DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE, that pursuant to the Rules of Court, Walter Dana Venneman is hereby designated as trial counsel of the within matter.

Dated: October 4, 2019

GILL & CHAMAS, LLC
Attorneys for Plaintiff D.J.C.

By:


WALTER DANA VENNEMAN

CERTIFICATION PURSUANT TO R. 4:5-1

I, WALTER DANA VENNEMAN, hereby certify as follows:

1. I am an attorney at law of the State of New Jersey and a member of the firm of Gill & Chamas, LLC and, as such, am fully familiar with same.

2. To the best of my knowledge, confirmation and belief, there is no other action pending about the subject matter of this Complaint in the Superior Court of New Jersey, Law Division of Middlesex, other than the matters which have already been consolidated. Additionally, there are no other persons known to me who should be added as parties to this matter, nor are there any other actions contemplated at this time.

I do hereby certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: October 4, 2019

GILL & CHAMAS, LLC
Attorneys for D.J.C.

By: *Walter Dana Venneman*
WALTER DANA VENNEMAN

Civil Case Information Statement

Case Details: MIDDLESEX | Civil Part Docket# L-006893-19

Case Caption: C. D. VS ABC CORP 1-V

Case Initiation Date: 10/04/2019

Attorney Name: W DANA VENNEMAN

Firm Name: GILL & CHAMAS LLC

Address: 655 FLORIDA GROVE RD P.O. BOX 760

WOODBIDGE NJ 07095

Phone: 7323247600

Name of Party: PLAINTIFF : C., D., J

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: EMPLOYMENT (OTHER THAN CEPA OR LAD)

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same

transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO

Title 59? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

10/04/2019

Dated

/s/ W DANA VENNEMAN

Signed

MID L 006893-19 10/05/2019 5:04:30 AM Pg 1 of 1 Trans ID: LCV20191815161

MIDDLESEX VICINAGE CIVIL DIVISION
P O BOX 2633
56 PATERSON STREET
NEW BRUNSWICK NJ 08903-2633

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 645-4300
COURT HOURS 8:30 AM - 4:30 PM

DATE: OCTOBER 04, 2019
RE: C. D. VS ABC CORP 1-V
DOCKET: MID L -006893 19

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON THOMAS D. MCCLOSKEY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 004
AT: (732) 645-4300.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: W D. VENNEMAN
GILL & CHAMAS LLC
655 FLORIDA GROVE RD
P.O. BOX 760
WOODBIDGE NJ 07095

ECOURTS