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| <p>DENARD L. NORTON;</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>AMAZON.COM SERVICES, INC.; AMAZON FULFILLMENT SERVICES, INC.; JONATHAN C. BIGGS; DAVID E. FRITZ; ZOUHAIR BENNANI; and JOHN DOES 1-10 (fictitious names of entities and/or individuals whose identities are presently unknown), individually, jointly, severally and/or in the alternative;</p> <p style="text-align: center;">Defendants.</p> | <p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: ESSEX COUNTY</p> <p>CIVIL ACTION</p> <p>DOCKET NO.:</p> <p style="text-align: center;"><u>COMPLAINT AND JURY DEMAND</u></p> |
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Plaintiff, DENARD L. NORTON, by way of this Complaint
against the Defendants, states:

INTRODUCTION

Unfortunately, the lawsuit follows a pattern of race
discrimination lawsuits against Amazon from around our country.
This lawsuit brought by warehouse worker, Denard L. Norton,

arises from a pattern of outrageous and egregious racial harassment against Mr. Norton in his workplace, perpetrated by Defendant Amazon's management. Plaintiff has filed more than thirty ethics complaints in an attempt to have Defendant Amazon remedy the hostile work environment. Defendant Amazon has not only utterly failed and refused to take meaningful remedial measures to address these workplace complaints, but Amazon's management has actively retaliated against the Plaintiff. Of the more than 30 ethics complaints that were filed, none were properly investigated and 22 were inexplicably deleted from Amazon's employee portal.

**COUNT ONE - VIOLATION OF THE NEW JERSEY LAW AGAINST
DISCRIMINATION - N.J.S.A. 10:5-1, et seq. - HOSTILE WORKING
ENVIRONMENT DUE TO RACE - RACIAL HARASSMENT.**

1. Plaintiff Denard L. Norton ("Plaintiff") resides in East Orange, Essex County, New Jersey. At all times relevant to this lawsuit, Plaintiff is employed by Defendant Amazon. Because the Plaintiff is a citizen of Essex County, venue is properly laid this county.
2. Amazon.com Services, Inc.¹, (hereinafter, "Amazon") is a foreign profit Delaware corporation with its principal place

¹ The Division of Revenue records lists Amazon Fulfillment Services, Inc. as an associated name for Amazon.com Services, Inc. as such, Plaintiff has included Amazon Fulfillment Services, Inc. as a Defendant.

of business in Seattle, Washington. Upon information and belief, Amazon owns and operates a warehouse located in East Windsor, New Jersey, where the Plaintiff is employed.

3. Upon information and belief, Defendant David E. Fritz ("Fritz") is an Operations Manager for Amazon at the East Windsor location. Fritz has the power and authority to control the Plaintiff's working environment. Upon information and belief, Fritz resides in New Jersey.
4. Upon information and belief, Defendant Jonathan C. Biggs ("Biggs") is a warehouse manager for Amazon at the East Windsor location. Biggs has the power and authority to control the Plaintiff's working environment. Upon information and belief, Biggs resides in New Jersey.
5. Upon information and belief, Zouhair Bennani ("Bennani") is a Tier Three Manager for Amazon at the East Windsor location. Bennani has the power and authority to control the Plaintiff's working environment. Upon information and belief, Bennani resides in New Jersey.
6. Defendants, John Does 1 - 10, their names being unknown to Plaintiff at this time, are individuals who engaged in the harassment and discrimination, and those who conspired or aided and abetted the named Defendants to harm the Plaintiff as set forth below. Those Defendants include, but are not

limited to, agents of the named Defendants, or employees of any of the named Defendants. They are being sued herein individually and in whatever official capacity they may serve or have served.

7. Plaintiff, Denard L. Norton, is a Black African-American male.
8. The individual Defendants Biggs and Fritz are Caucasian males. Defendant Bennani, upon information and belief, is not Black, but of middle Eastern ancestry.
9. Plaintiff was hired by Amazon on or about September of 2017 as a Fulfillment Associate I.
10. Throughout his employment at Amazon, the Plaintiff has been, and continues to be subjected to a hostile working environment due to racial harassment aimed at him because he is African-American. Plaintiff has made and continues to make multiple complaints to the ethics hotline, but no action has been taken to address the egregious racist actions and comments Plaintiff reported. Specifying some, but not all, of the details in Plaintiff's most recent ethics complaints:
 - a. In February of 2020, Plaintiff filed an ethics complaint against Defendant Fritz, his manager, because Plaintiff was injured at work and Defendant Fritz

refused to report the injury until hours after it occurred- delaying much needed medical assistance.

- b. On May 18, 2020, Plaintiff tried to follow up on his February 2020 report because no action was taken against Defendant Fritz. Plaintiff also complained that Caucasian individuals were harassing and discriminating against him.
- c. On May 29, 2020, Plaintiff filed an ethics complaint because Defendant Fritz refused to allow Plaintiff to wear his medically prescribed glasses, even though Plaintiff had provided Amazon a doctor's note confirming that Plaintiff needed special glasses due to his glaucoma. Defendant Fritz required Plaintiff to get a new doctor's note, which Plaintiff did, but Fritz still told Plaintiff he could not wear his glasses. Plaintiff had to file a second ethics complaint on this issue before Defendant Fritz finally allowed Plaintiff to wear his glasses. Plaintiff was forced to work several weeks without the protection of his glasses causing severe and painful side effects.
- d. On July 9, 2020, Plaintiff made another ethics complaint because his car was keyed in the employee parking lot. Plaintiff reported that he and other

African-American employees have been racially discriminated against on multiple occasions. Plaintiff also documented how he felt unsafe in the workplace and requested that Defendant Amazon address his complaints.

- e. On August 23, 2020, Plaintiff filed another ethics complaint because Defendants Biggs and Bennani, his managers, were displaying favoritism by giving better jobs to Caucasian employees when Plaintiff was qualified for and applied for the same jobs. Plaintiff reported that he felt he was being discriminated against because he is African-American.
- f. On August 30, 2020, Plaintiff filed another ethics complaint because Defendant Biggs and Defendant Bennani continued to select Caucasian employees for better jobs instead of Plaintiff.
- g. On September 2, 2020, Plaintiff filed a follow-up note to this complaint reporting that he overheard Defendant Bennani call him a "Nigger." Specifically, Defendant Bennani said, "all these Niggers are the same."
- h. On September 25, 2020, Plaintiff filed another ethics complaint reporting that there are constant instances of racial discrimination at the Cranbury location and though he has filed multiple complaints conditions have

not improved.

- i. On September 30, 2020, Plaintiff filed another ethics complaint because Defendant Fritz denied Plaintiff's vacation time without providing a reason, even though Plaintiff followed the correct process to request time off.
 - j. On October 1, 2020, Plaintiff filed another ethics complaint against Defendants Biggs and Fritz for discriminating against African-Americans and Plaintiff requested that Defendant Amazon properly address the situation.
 - k. Also on October 1, 2020, Plaintiff filed another ethics complaint reporting that Defendant Biggs has been harassing him because Plaintiff believes Defendant Biggs is racist.
 - l. On October 2, 2020, Plaintiff filed a follow-up note reporting that Plaintiff overheard Defendant Biggs call him a "Nigger."
11. Most recently, Plaintiff has had difficulty actually making complaints to the ethics hotline. He believes he is being intentionally disconnected, which has happened at least twice during the first week of October 2020.
 12. It should be emphasized that when Plaintiff retained this

law firm on September 14, 2020, a letter was sent on his behalf directly to Amazon's counsel. No action was taken, and conditions continued to worsen for Plaintiff, necessitating four more complaints. After the letter was sent, Plaintiff was again called a "Nigger" by a manager.

13. The above conduct complained of by the Plaintiff is severe and pervasive enough to make a reasonable African-American believe that the terms and conditions of his employment are altered, and that the working environment is hostile and abusive due to his race.
14. The conduct complained of by the Plaintiff is, in fact, making him believe that the conditions of his employment are altered and that the working environment is hostile and abusive due to discrimination based on his race.
15. The willful and deliberate discriminatory acts of Defendants were outrageous and beyond all bounds of human decency, justifying the imposition of punitive damages against Defendants.
16. Amazon's upper management were well aware of the racial harassment being perpetrated by its Caucasian employees and managers against African-Americans, yet Amazon's upper management permitted and participated in the racial harassment allowing it to continue with impunity.

17. There have been multiple complaints of these racist acts toward African-Americans at Amazon. In fact, in Plaintiff's most recent ten complaints the word "discriminate," "discrimination," and "discriminatory" appear twenty times. Still, Amazon has not taken any meaningful investigations, or remedial measures in order to address the hostile environment.
18. Defendant Amazon inexcusably rewarded Defendant Bennani by promoting him to Tier Three Manager even after he was formally reported to Amazon for calling Plaintiff a "Nigger."
19. The willful indifference and participation of Amazon's upper management, including the individual Defendants, justifies the imposition of liability upon both the individual Defendants as well as Defendant Amazon.
20. Defendant Amazon delegated to individual Defendants Fritz, Biggs, and Bennani the actual authority to control the terms and conditions of Plaintiff's employment, and Defendants Fritz, Biggs, and Bennani exercised said authority in racially harassing the Plaintiff.
21. Defendants Fritz, Biggs, and Bennani aided and abetted one another and the Defendant Employer in discriminating against the Plaintiff, and therefore Defendants Fritz, Biggs, and

Bennani are individually liable for their actions.

22. By discriminating against the Plaintiff based on his race, the Defendants have violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.*
23. Defendants' acts were performed with malice and a reckless indifference to the Plaintiff's protected rights.
24. As a result of Defendants' intentional and outrageous actions toward the Plaintiff, as detailed in the previous paragraphs of this Complaint, the Plaintiff has suffered, and continues to suffer, embarrassment, humiliation, monetary, emotional, reputational, physical and other personal injuries.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly, severally and alternatively, for compensatory damages including damages for emotional distress, physical injury, loss of reputation and other personal injury, back pay, front pay, consequential damages, punitive damages, pre- and post-judgment interest, reinstatement, enhancement for tax consequences, reasonable attorneys' fees enhanced under the NJLAD, costs of suit, and any other relief this Court deems just.

COUNT TWO

VIOLATION OF THE NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1, et seq.- FAILURE TO PROVIDE REASONABLE ACCOMMODATION FOR DISABILITY

25. Plaintiff repeats, reiterates, and realleges all of the preceding allegations and incorporates same as if set forth at length herein.
26. On May 29, 2020, Plaintiff was interrogated by a safety manager about wearing dark glasses at work.
27. Plaintiff explained to the safety manager that the glasses were for his glaucoma. Plaintiff clearly advised him that he needed to wear them because of his medical condition.
28. Later, Plaintiff was called into Defendant Fritz's office where Fritz and the safety worker began harassing Plaintiff about his glasses. An unknown Human Resources representative for Defendant Amazon was present during this meeting.
29. Plaintiff again stated the glasses were for his glaucoma and told Fritz that he had a note from his doctor that he provided to Defendant Amazon that clearly said he could wear his glasses at work.
30. Even with the knowledge that these glasses were for a medical condition and Plaintiff needed to wear them, Defendant Fritz told Plaintiff to "Take them off or go home."

31. Plaintiff did not want to leave work early, so he took off the glasses and proceeded to complete his shift. He felt this was a safety hazard because he could not see clearly, but he did not want to be terminated for refusing to listen to his manager.
32. As soon as he got home from work, Plaintiff filed an ethics complaint documenting this situation.
33. On June 2, 2020, Plaintiff got a new doctor's note but Defendant Fritz still refused to allow Plaintiff to wear his glasses at work.
34. On June 24, 2020, Plaintiff was forced to file another ethics report on this issue.
35. It was not until after the June 24, 2020 ethics report that Defendant Fritz relented and finally allowed Plaintiff to wear the glasses at work.
36. During the time period when Defendant Fritz would not allow Plaintiff to wear his glasses at work, Plaintiff suffered severe headaches, anxiety, blurred vision, nausea, eye watering, and eye pain. This continued for several weeks during the time that Defendants unlawfully refused to accommodate the Plaintiff's disability.
37. Plaintiff suffers from glaucoma, which is a disability as defined by the New Jersey Law Against Discrimination

("NJLAD"), N.J.S.A. 10:5-5(q).

38. Plaintiff had properly advised the employer of his need for accommodations for his disability.
39. The NJLAD requires employers to provide reasonable accommodations to disabled employees so long as such reasonable accommodation does not create an undue hardship for the employer.
40. The Defendant completely and utterly failed to engage in an interactive process to determine whether they could reasonably accommodate the Plaintiff.
41. Defendant failed or refused its legal obligation to provide any reasonable accommodation for Plaintiff's medical issues.
42. It would not have been any hardship, let alone an undue hardship for Defendant to accommodate Plaintiff's reasonable request for accommodation. Plaintiff was simply requesting to wear tinted glasses while working.
43. By refusing to reasonably accommodate the Plaintiff's disability, the Defendant violated the New Jersey Law Against Discrimination's requirement that an employer must provide a reasonable accommodation for an employee's disability where such accommodation does not cause undue hardship to the employer.
44. The alleged actions were outrageous and beyond all bounds of

human decency, justifying the imposition of punitive damages against the Defendant.

45. The Defendant's acts were performed with malice and a reckless indifference to the Plaintiff's protected rights.
46. The willful indifference and actual participation by upper management creates liability against the Defendant.
47. As a result of the Defendant's intentional and outrageous actions toward the Plaintiff, as detailed in the previous paragraphs of this Complaint, the Plaintiff has suffered, and continues to suffer embarrassment, humiliation, monetary, emotional, reputational, and other personal injuries.

WHEREFORE, the Plaintiff demands judgment against the Defendant(s), jointly, severally and alternatively, for compensatory damages including damages for emotional distress, loss of reputation and other personal injury, back pay, reinstatement or front pay in lieu of reinstatement, consequential damages, punitive damages, pre- and post-judgment interest, compensation for negative tax consequences, reasonable attorney's fees enhanced under the LAD, costs of suit, and any other relief this Court deems just.

COUNT THREE

VIOLATION OF THE NEW JERSEY LAW AGAINST DISCRIMINATION,
N.J.S.A.10:5-12(d) - RETALIATION AGAINST THE PLAINTIFF FOR
COMPLAINING OF DISCRIMINATION ON THE BASIS OF RACE.

48. Plaintiff repeats, reiterates, and realleges all of the preceding allegations and incorporates same as if set forth at length herein.
49. Plaintiff followed Defendant Amazon's written policies and complained via the ethics hotline regarding the discriminatory harassment, unfair treatment and racial comments that he was being subjected to in the workplace, but the more the Plaintiff complained, the more the Defendants retaliated against the Plaintiff, escalating the racist harassment and subjecting him to harsher and an even more hostile working conditions.
50. In fact, conditions of Plaintiff's working environment continue to deteriorate after this law firm wrote a letter on Plaintiff's behalf and sent it directly to Amazon's counsel.
51. In retaliation for Plaintiff's complaints, another manager at the Cranbury location instructed a coworker not to talk to Plaintiff.
52. In retaliation for Plaintiff reporting him, Defendant Biggs started tracking Plaintiff's movements and recently

threatened to terminate him for taking too long in the bathroom. Plaintiff denies taking a long time in the bathroom.

53. Defendant Biggs has also retaliated by increasing the hostility of the Plaintiff's work environment by using the racial slur of "Nigger."
54. In retaliation for reporting him, Defendant Fritz did not report a workplace injury immediately, would not allow Plaintiff to wear his medically prescribed glasses and wrongfully denied Plaintiff's vacation time.
55. Defendants Fritz, Biggs, and Bennani all favor Caucasian employees for favorable job assignments over African-American employees, including Plaintiff. Plaintiff has specifically reported the individual Defendants for favoritism and discrimination, but in retaliation for such reports, Plaintiff continues to be passed over for job assignments he applies and is qualified for.
56. By taking retaliatory action against the Plaintiff based on his complaints of race discrimination, the Defendants violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12(d).
57. The willful and deliberate retaliatory acts of Defendants, including the individual defendants, were outrageous and

beyond all bounds of human decency, justifying the imposition of punitive damages against Defendants.

58. The willful indifference and participation of Amazon's upper management justifies the imposition of liability upon both the individual Defendants as well as Amazon.
59. Amazon delegated to Defendants Fritz, Biggs, and Bennani the actual authority to control the terms and conditions of Plaintiff's employment, and Defendants Fritz, Biggs, and Bennani exercised said authority in discriminating and retaliating against the Plaintiff.
60. Defendants Fritz, Biggs, and Bennani aided and abetted one another and the Defendant Employer in retaliating against the Plaintiff, and therefore Defendants Fritz, Biggs, and Bennani are individually liable for their retaliatory actions.
61. Defendants' acts were performed with malice and a reckless indifference to the Plaintiff's protected rights under the NJLAD.
62. As a result of Defendants' intentional and outrageous actions toward the Plaintiff, as detailed in the previous paragraphs of this Complaint, the Plaintiff has suffered, and continues to suffer, embarrassment, humiliation, monetary, emotional, reputational, physical and other

personal injuries.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly, severally and alternatively, for compensatory damages including damages for emotional distress, physical injury, loss of reputation and other personal injury, back pay, front pay, consequential damages, punitive damages, pre- and post-judgment interest, reinstatement, enhancement for tax consequences, reasonable attorneys' fees enhanced under the NJLAD, costs of suit, and any other relief this Court deems just.

COUNT FOUR
JOHN DOES

63. The Plaintiff repeats, reiterates, and incorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.
64. Although the Plaintiff believes that the acts complained of were performed or caused by the named Defendants, the Plaintiff cannot be certain that the named Defendants are the only person(s) or entity(ies) liable for the acts complained of as set forth herein. Therefore, the Plaintiff have named John Does 1-10, fictitious persons or legal entities as Defendant(s) to this action.

65. As such, the terms "Defendant" or "Defendants" as used in all of the above Counts and paragraphs should therefore be defined and read as "Defendant(s) and/or John Doe(s)".

WHEREFORE, the Plaintiffs demand judgment against the Defendants jointly, severally, and alternatively, for compensatory damages, including financial damages, damages for emotional distress, physical injury, loss of reputation and other personal injury, consequential damages, punitive damages, statutory damages, enhancement for tax consequences, pre- and post-judgment interest, back pay, front pay or reinstatement, costs of suit and any other relief this Court deems just.

Dated: October 14, 2020

Schorr & Associates, P.C.
Attorneys for the Plaintiff

A handwritten signature in black ink, appearing to read 'Alan H. Schorr', is written over a horizontal line.

By: Alan H. Schorr, Esquire

JURY DEMAND

The Plaintiffs demand a trial by jury as to all of the triable issues of this Complaint, pursuant to R. 1:8-1(b) and R. 4:35-1(a).

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

PURSUANT to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of all of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the Judgment. If so, please attach a copy of each, or in the alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all person insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

DESIGNATION OF TRIAL COUNSEL

PURSUANT to the provisions of R. 4:25-4 and R. 4:5-1(c), the Court is advised that Alan H. Schorr, Esquire, is hereby designated as trial counsel.

CERTIFICATION OF NO OTHER ACTIONS

PURSUANT to Rule 4:5-1, it is stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of our knowledge or belief. Also, to the best of our belief, no

other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this original certification.

NOTICE OF PRESERVATION AND NON-DESTRUCTION OF EVIDENCE

Please be advised that, along with this Complaint, the Defendants are being served with a separate Notice regarding preservation and non-destruction of evidence. That Notice is hereby incorporated in this Complaint as if fully stated herein.

Dated: October 14, 2020

Schorr & Associates, P.C.
Attorneys for the Plaintiffs

A handwritten signature in black ink, appearing to read 'Alan H. Schorr', is written over a horizontal line. The signature is stylized and cursive.

Alan H. Schorr, Esquire

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket# L-006897-20

Case Caption: NORTON DENARD VS AMAZON.COM SERVICES, INC.

Case Initiation Date: 10/15/2020

Attorney Name: ALAN H SCHORR

Firm Name: SCHORR & ASSOCIATES PC

Address: 5 SPLIT ROCK DR

CHERRY HILL NJ 080030000

Phone: 8568749090

Name of Party: PLAINTIFF : Norton, Denard, L

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 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

Are sexual abuse claims alleged by: Denard L Norton? 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? YES

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 **Consumer Fraud?** 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)

10/15/2020

Dated

/s/ ALAN H SCHORR

Signed