

Cause No. 201960662

JASON HUGHES,
Plaintiff,

v.

AMAZON.COM SERVICES, INC.,
Defendant.

§ IN THE DISTRICT COURT
§
§
§
§ OF HARRIS COUNTY, TEXAS
§
§
§
§ _____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION, REQUEST FOR DISCLOSURE,
AND REQUEST FOR DOCUMENTS

Plaintiff, **JASON HUGHES**, by and through the undersigned attorney, files this his Original Petition, Request for Disclosure, and Request for Documents against Defendant, **AMAZON.COM SERVICES, INC.**, and alleges as follows:

DISCOVERY-CONTROL PLAN

- 1 Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiff seeks monetary relief less than \$100,000 and non-monetary relief.

CLAIM FOR RELIEF

- 2 Plaintiff seeks monetary relief of \$100,000 or less and non-monetary relief. Tex. R. Civ. P. 47(c)(2).

PARTIES

- 3 Plaintiff, Jason Hughes (hereinafter "Plaintiff" or "Mr. Hughes"), is an individual who resides in Harris County, Texas.
- 4 Defendant, Amazon.com Services, Inc. (hereinafter "Amazon"), a foreign corporation organized and existing under the laws of the State of Washington, whose principal office is located at 410 Terry Avenue North,

Seattle, WA 98109, is authorized to do business in Texas and may be served with process by serving its registered agent for service of process, Corporation Service Company, in Travis County at 211 East 7th Street Suite 620, Austin, TX 78701 -3218. Tex. Bus. Org. Code §5.201.

JURISDICTION

5. The Court has subject-matter jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

VENUE

6. Venue is proper in this county under Texas Civil Practice & Remedies Code section 15.002 because all or a substantial part of the events or omissions giving rise to the claim occurred in this county.

FACTS

7. On or about September 15, 2017, Mr. Hughes, a then 42-year-old African American male, was hired as a "Stower" by Amazon. A Stower's duties include scanning merchandise with a handheld scanner and physically placing the scanned items onto bar-coded shelves. Prior to interviewing with and accepting the position with Amazon, Mr. Hughes was steadily employed for over five years by Wal-Mart, Inc., in its warehouse, giving Mr. Hughes adequate experience to fulfill his position with Amazon. During the interview process, Amazon, by and through its agent, promised that, as a part of Mr. Hughes' compensation package, he would receive three shares of Amazon stock after two years of employment. Relying on the promises of Amazon, Mr. Hughes left his position at Walmart, accepted Amazon's employment offer, and began working for Amazon.
8. Well into Mr. Hughes' second year of employment with Amazon, there were widespread media reports of Amazon's deplorable working conditions. In an attempt to divert the media coverage from its reputation as an abusive and inhumane employer that underpaid and illtreated its workers while paying no Federal income taxes, Amazon pretended to be working towards fairly and fittingly compensating its employees. In reality, Amazon knew that its abusive practices would continue and that its

- public declaration of generosity was a farce designed only to assuage negative media reports.
9. In or around October 2018, Amazon publicly declared that it would increase its company-wide minimum wages to \$15 per hour. While basking in public praises for being a generous and progressive employer, Amazon privately informed its employees, including Mr. Hughes, that it no longer intended to fulfill its promise to award stock shares after 2 years of employment. Thus, while the ostensible increase in wage was publicly reported and lauded by the media, what remained covert to the public was that Amazon unilaterally and unequivocally revoked its promise to award the aforementioned stock shares.
 10. Before Amazon broke its promise to Mr. Hughes, Mr. Hughes was subjected to relentless ill-treatment because of his race and age. Much of the ill-treatment experienced was perpetrated by, or occurred under the supervision of, Mr. Hughes' managers (i.e., Ms. Navarro Masroor (hereinafter "Ms. Masroor") and Mr. Mohammad Rayyan Qureshi (hereinafter "Mr. Qureshi") and Mr. Hughes' Team Lead (i.e., Jonathan).

Overt Use of Racial Epithets

11. Jonathan regularly exchanged racially charged commentary with his colleagues in the presence of Mr. Hughes, his other coworkers, and the team's supervising managers, Ms. Masroor and Mr. Qureshi. Particularly offensive and degrading, were Jonathan's use of the word "nigger" so consistently and vociferously without Ms. Masroor's or Mr. Qureshi's admonishment or intervention at any time during either of their tenures at Amazon. This created quite a hostile work environment for Mr. Hughes, and management's consistent allowances of such blatant and explicitly inappropriate commentary only served to intensify the hostility and unprofessionalism of the environment.

Too Old for "Waterspidering"

12. Ms. Masroor's disregard of federal and state employment law was displayed in response to Mr. Hughes' requests to participate in the "waterspidering" activity in which his fellow colleagues participated. Ms.

Masroor explicitly stated that the reason Mr. Hughes was not allowed to participate was that he was “too old” and needed to stick to his routine duties.

13. The waterspidering activity was a task completed by the warehouse’s team members to contribute to efficiently completing the warehouse functions, principally involving keeping required warehouse items stocked in production lines so as to keep productivity high and diminish gaps in time efficiency and customer satisfaction. More importantly, waterspidering was significant in demonstrating employee’s teamwork dynamics and contributions. Participating in this activity was a part of Amazon’s managerial team’s strategy in determining its employees’ contributions and thereby, their viability for any sort of promotion within the company.
14. Ms. Masroor was empowered by Amazon to take tangible employment actions against Mr. Hughes. As a Supervising Manager, Ms. Masroor had supervising authority over Mr. Hughes, along with the authority to reprimand or discipline him accordingly. With the aforementioned authority, Ms. Masroor’s disrespectful comments and instructions to Mr. Hughes, stating that he was “too old” to perform the duty of waterspidering, had an impact on Mr. Hughes’ prospect for being promoted.

Too Old for a Promotion

15. Mr. Hughes had previous employment experience in Information Technology (hereinafter “IT”) and aspired to return to that field of work. When a managerial position in IT became available, Mr. Hughes attempted to apply. However, Mr. Hughes was told explicitly not to do so by Mr. Qureshi, thereby inhibiting Mr. Hughes’ attempt to make a vertical move upward within Amazon’s employment framework. Specifically, on or about February 8, 2019, after Mr. Hughes completed applications for a managerial position in IT as well as an application for a Process Assistant position, Mr. Qureshi, condescendingly and unprofessionally admonished Mr. Hughes’ attempt to apply for the higher level position by ordering Mr. Hughes to “take that [IT managerial position application] off [his] fucking

- [queue]” because he was “too old” and would not know what to do in that position.
16. Rather than allowing Mr. Hughes to attempt to rise in the ranks of the company, Mr. Qureshi instructed Mr. Hughes to only submit the application for the lateral position of Process Assistant.
 17. Mr. Qureshi was empowered by Amazon to take tangible employment actions against Mr. Hughes. As a Supervising Manager, Mr. Qureshi had supervising authority over Mr. Hughes, along with the authority to reprimand or discipline him accordingly. In this position, Mr. Qureshi had influence over Mr. Hughes’ potential for vertical expansion.
 18. Mr. Hughes was terminated on or about February 13, 2019, a few days after he dared to apply for the IT position in violation of his manager’s express and illegal instructions.

CLAIMS

Count 1

Breach of Contract

19. Plaintiff repeats and re-alleges the allegations in the foregoing paragraphs.
20. Even before performance is due, a person may breach a contract by repudiating the performance of its contractual obligations. See *El Paso Prod. v. Valence Oper. Co.*, 112 S.W.3d 616, 621 (Tex.App.— Houston [1st Dist.] 2003, pet. denied). A person repudiates a contract if, without a just excuse, it absolutely and unconditionally refuses to perform the contract. *Id.*; see *Jenkins v. Jenkins*, 991 S.W.2d 440, 447 (Tex.App.—Fort Worth 1999, pet. denied); *Hauglum v. Durst*, 769 S.W.2d 646, 651 (Tex.App.— Corpus Christi 1989, no writ).
21. Amazon.com Services, Inc.’s actions constituted an anticipatory breach of its contract with Mr. Hughes. After beginning employment with Amazon, Mr. Hughes fulfilled his duties as an employee as required by his position. Nonetheless, before the two-year employment mark, Amazon unconditionally and absolutely expressed its intention to not give stock shares to Mr. Hughes. Therefore, even though performance was not yet due, Amazon breached the contract when it expressly stated that it would

not perform its obligation even when performance became due.

COUNT 2

Violation of Title VII

- 22 Plaintiff repeats and re-alleges the allegations in the foregoing paragraphs.
- 23 Pursuant Title VII of the Civil Rights Act of 1964, employers are prohibited from discriminating against its employees or potential employees on the basis of race, color, religion, sex, or national origin. 42 U.S.C. §2000e-2. Specifically, it is unlawful for an employer:
 - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
 - (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin.
- 24 Defendant is an employer within the meaning of Title VII, is engaged in an industry affecting commerce, and has 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.
- 25 Amazon's employees created a hostile work environment through their discriminatory words and actions towards Mr. Hughes because of Mr. Hughes's race. This conduct was so severe that it altered the terms and conditions of Mr. Hughes' employment, interfered with plaintiff's work performance, and created an intimidating, hostile, and offensive work environment. 42 U.S.C. §2000e-2(a)(1); *Vance v. Ball State Univ.*, 570 U.S. 421, 428 (2013). Amazon's actions, by and through its team lead and managers constituted a gross and direct violation of Title VII. The manner and frequency with which the word "nigger" was used indicated that it was being use as a pejorative term, which has historically been used to demean,

- oppress, and discriminate against African Americans.
26. Amazon is directly liable because it was negligent in discovering or remedying the discriminatory conduct.
 27. Amazon is strictly liable for its employees' discriminatory conduct because they took a tangible employment action against plaintiff that significantly changed plaintiff's employment status.
 28. Amazon is vicariously liable for its employees' discriminatory conduct. Amazon did not exercise reasonable care to prevent and promptly correct the discriminatory conduct.

COUNT 3

Violation of the Age Discrimination in Employment Act

29. Plaintiff repeats and re-alleges the allegations in the foregoing paragraphs.
30. Pursuant the Age Discrimination in Employment Act (hereinafter "ADEA"), it is unlawful for an employer to "limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age". 29 U.S. Code § 623(a)(2) (Prohibition of age discrimination).
31. Amazon is an employer within the meaning of the ADEA, is engaged in an industry affecting commerce, and has 20 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year. See 29 U.S.C. §630(a), (b).
32. Mr. Hughes is an employee within the meaning of the ADEA and belongs to the class of employees protected under the statute, namely, employees over the age of 40. See 29 U.S.C. §§630(f), 631(a).
33. **Participation in Activities.** Amazon's actions, by and through its manager, Ms. Masroor, constituted a direct violation of the Age Discrimination in Employment Act in that she consistently prevented Mr. Hughes, because of his age, from participating in activities, such as waterspidering, that contributed to his team as a whole, which could have beneficially impacted Mr. Hughes' position and marketability for vertical expansion.

34. **Application for Promotion.** Amazon's actions, by and through its manager, Mr. Qureshi, also constituted violations of the Age Discrimination in Employment Act. Mr. Qureshi explicitly attempted to bar Mr. Hughes' ability to ascend the ranks of Amazon by instructing Mr. Hughes to remove the managerial position application because he was "too old". This action would have prevented Mr. Hughes from being considered, and potentially receiving, a promotion. By terminating Mr. Hughes after he applied for the promotion, Amazon disallowed Mr. Hughes the fair opportunity to move through the interview process and potentially receive the position for which he applied due to his age.

COUNT 4

Violations of the Texas Labor Code

35. Plaintiff repeats and re-alleges the allegations in the foregoing paragraphs.
36. Pursuant to Texas Labor Code Section 21.051, an employer commits an unlawful employment practice if because of race, color, disability, religion, sex, national origin, or age the employer:
- (1) fails or refuses to hire an individual, discharges an individual, or discriminates in any other manner against an individual in connection with compensation or the terms, conditions, or privileges of employment; or
 - (2) limits, segregates, or classifies an employee or applicant for employment in a manner that would deprive or tend to deprive an individual of any employment opportunity or adversely affect in any other manner the status of an employee.
37. In violation of the Texas Labor Code, Defendant discriminated against Plaintiff on the basis of race and age, by, *inter alia*, preventing him from participating in activities and professional advancement on the basis of race and age and terminating him when he applied for a promotion.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

38. Plaintiff timely filed a charge of discrimination against Defendant with the Equal Employment Opportunity Commission (EEOC). Plaintiff files this complaint within 90 days after receiving a notice of the right to sue from

the EEOC. A copy of the notice of the right to sue is attached to this petition. See 42 U.S.C. §2000e-5(f)(1); cf. *Fed. Express Corp. v. Holowecki*, 552 U.S. 389, 401-02 (2008) (Age Discrimination in Employment Act).

DAMAGES

39. Plaintiff requests the value of three shares of Amazon's stock at the time Amazon breached the contract. Plaintiff also requests lost wages, actual damages, compensatory damages, and all other damages permitted by any applicable statute or other law.
40. **Statutory Damages.** Plaintiff seeks all damages authorized by the Texas Labor Code, Title VII of the Civil Rights Act of 1964, and Age Discrimination in Employment Act.
41. **Attorney Fees.** Plaintiff has incurred, and will continue to incur, legal fees in the prosecution of this matter. Plaintiff seeks reasonable and necessary attorney fees as authorized by Texas Civil Practice and Remedies Code Section 38.001, the Texas Labor Code, Title VII of the Civil Rights Act of 1964, and Age Discrimination in Employment Act.

CONDITIONS PRECEDENT

42. All conditions precedent to Plaintiff's claims for relief have been performed or have occurred.

REQUEST FOR DISCLOSURE

43. Under Texas Rule of Civil Procedure 194, Defendant is requested to disclose, within 50 days of service of this request, the information or material described in Texas Rule of Civil Procedure 194.2. Plaintiff expressly requests the name and contact information of all other employees who were promised, but not given, Amazon stocks.

REQUEST FOR DOCUMENTS

44. Pursuant to Rule 196 of the Texas Rules of Civil Procedure, Defendant is requested to produce, within 50 days of the service of this request, the following documents.
- a. All documents related or pertaining to Plaintiff, including his complete employee file.

- b. All documents related or pertaining to Plaintiff's supervisors and manages, including their employee files.

PRAYER FOR RELIEF

45. For these reasons, Plaintiff asks that Defendant be cited to appear and answer. In addition, Plaintiff asks to court to render judgment in his favor and award the following damages:
- a. Actual damages.
 - b. Statutory damages.
 - c. Prejudgment and postjudgment interest.
 - d. Court costs.
 - e. Attorney fees.
 - f. All other relief to which Plaintiff is entitled.

Respectfully submitted,

/s/ Leroy Scott
Leroy B. Scott, Ph.D.
Texas Bar No. 24083824

Scott Law, PLLC
5100 Westheimer Road Ste 200
Houston, Texas 77056

Mailing Address:
PO Box 420453
Houston, TX 77242-0453

Tel (713) 588-4416
Fax (713) 583-1158
Email: lscott@scottesq.com

ATTORNEY FOR PLAINTIFF

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: Jason L. Hughes
10800 Kipp Way Apt 2105
Houston, TX 77099

From: Houston District Office
Mickey Leland Building
1919 Smith Street, 7th Floor
Houston, TX 77002



On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

460-2019-02347

Leticia Flores,
Investigator

(713) 651-4932

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:



The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

Enclosures(s)

Rayford O. Irvin,
District Director

5/29/19
(Date Mailed)

cc: Neil M. Alexander
Attorney
AMAZON
2301 McGee Street, Suite 800
c/o Littler Mendelson P.C. - Gsc (Lcs)
Kansas City, MO 64108

TWC-Civil Rights Division
101 East 15th Street, Room 144T
Austin, TX 78778