

**IBRAHIM AHMED LAW GROUP, P.C.**

Ibrahim Ahmed, Esq. (NJ ID No. 265622018)

4105 US-1 South, Suite 2

Monmouth Junction, New Jersey 08852

Tel: (732) 800-0251

Fax: (732) 982-2147

Email: [i.ahmed@ibrahimalaw.com](mailto:i.ahmed@ibrahimalaw.com) / [admin@ibrahimalaw.com](mailto:admin@ibrahimalaw.com)

*Attorneys for Plaintiff, Geran Smith*

GERAN SMITH

*Plaintiff,*

v.

AMAZON.COM SERVICES,  
INC., AND JOHN DOES.

*Defendants.*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

DOCKET NO.:

**CIVIL ACTION**

**VERIFIED COMPLAINT AND DOCUMENT  
PRODUCTION REQUEST**

GERAN SMITH (“Plaintiff” and/or “Geran”) by way of Complaint against AMAZON.COM SERVICES, INC, and JOHN DOES (“Defendants” and/or “Amazon”) states as follows:

**THE PARTIES**

1. Plaintiff, Geran Smith, is a citizen of the State of New Jersey.
2. Defendant Amazon is a Delaware corporation with its principal place of business in Seattle, Washington. Therefore, Amazon is a citizen of Delaware and Washington.
3. Defendants John Does, currently unidentified, are individuals and/or entities who, on the basis of their direct acts or on the basis of respondeat superior, are answerable to the Plaintiff for the acts set forth herein.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d) because this action is between citizens of different states, and the matter in controversy exceeds the sum or value of \$300,000 exclusive of interest and costs.

6. Venue is appropriate in this District pursuant to 28 USC § 1391(b)(2) because a substantial part of the acts and omissions that gave rise to this Complaint occurred or emanated from this District.

7. This Court has personal jurisdiction over Amazon.com because it specifically marketed, advertised, and made substantial sales in New Jersey. Further, it has sufficient Case minimum contacts with the State of New Jersey and purposely availed itself of the forum states' laws through promotion, sales, and marketing.

### **FACTUAL BACKGROUND**

8. Plaintiff worked as an Amazon Flex driver from July 2015 through September 2019.

9. During the time Plaintiff worked as an Amazon driver, Plaintiff signed a contract that stated Plaintiff would receive a minimum of \$17.50 per hour and would receive 100% of customer tips Plaintiff received.

10. Amazon provides delivery service of a variety of consumer goods to its customers on a nationwide basis, including in the State of New Jersey.

11. Amazon contracts directly with Amazon Flex drivers in the State of New Jersey

to conduct these deliveries.

12. Although classified as independent contractors, Amazon Flex Drivers are actually employees within the meaning of the New Jersey Wage Payment Law and New Jersey Wage and Hour Law.

13. Amazon Flex Drivers receive unpaid training regarding how to interact with customers and how to handle issues they encounter while making deliveries. (see Exhibit A).

14. Amazon Flex Drivers must follow Amazon's instructions regarding where to make deliveries, orders, and which route to take.

15. Amazon Flex Drivers can be penalized or terminated for missing scheduled shifts.

16. Amazon Flex Drivers also must follow requirements and rules imposed on them by Amazon and are subject termination, based on Amazon's discretion."

17. Amazon Flex Drivers can be disciplined or terminated for their failure to adhere to Amazon's requirements including, but not limited to, rules regarding their conduct with customers, their timeliness in making deliveries, their scanning of packages, and their conduct when picking up or returning packages to the warehouse.

18. Amazon Flex Drivers provide their own vehicle, but are required to place an Amazon sign on the vehicle.

19. Amazon Flex Drivers' services are fully integrated with Amazons businesses.

20. Amazon Flex Drivers are told they will be paid by the hour; however, the Amazon Flex Drivers are actually paid by the "block".

21. Amazon Flex Drivers are given a predetermined amount of packages, determined by Amazon, and those packages are supposed to be delivered within a two hour block of time.

22. Whether the drivers deliver the packages before the two hour block of time, or after the two hour block, the drivers are paid the same amount of money.

23. During the time Plaintiff worked for Amazon, Plaintiff would arrive at the warehouse to pick up his packages in a timely manner.

24. Plaintiff performed said duties in a timely manner.

25. However, on numerous occasions, Amazon either failed to compensate Plaintiff the amount that he was due, or failed to compensate Plaintiff at all for the additional hours he worked.

26. Plaintiff was also told by customers on multiple occasions that they tipped Plaintiff electronically.

27. However, Plaintiff was not given the tips by Amazon.

28. Upon information and belief, similarly situated employees were also denied tips.

29. Upon information and belief, similarly situated employees did not receive compensation for all hours worked.

30. Plaintiff complained to Amazon about all of the problems listed in this complaint.

31. Plaintiff and other Amazon Flex Drivers were also not compensated for necessary business expenses that they must pay such as gas and car maintenance.

32. On February 2021, the class action Defendants settled with the Federal Trade

Commission (“FTC”) \$61.7 Million dollars in a class action suit in order to refund amazon flex drivers unpaid tips. Similarly, Plaintiff is owed damages for unpaid tips. Plaintiff is demanding his fair share from the FTC settlement.

33. As a result of the allegations set forth above, Plaintiff and the similar situated members have been “made to suffer economic and non-economic harm.”

### **COUNT I**

#### **Violation of the Wage Payment Law for Failure to Pay Minimum Wage**

34. Plaintiff hereby repeats and realleges paragraphs 1 through 48, as though fully set forth herein.

35. In failing to pay Plaintiff for the full amount of hours worked and failing to ensure that Plaintiff and other Amazon Flex Drivers who have worked in the State of New Jersey were paid in compliance with the New Jersey State minimum wage, after accounting for expenses they paid that were necessary to perform their job, Defendant failed to pay Plaintiff the minimum wage in violation of New Jersey’s WPL.

WHEREFORE, Plaintiff, on behalf of himself, demands judgment against the Defendants jointly, severally and in the alternative, together with due and unpaid minimum wage, liquidated damages, punitive damages, interest, cost of suit, attorneys’ fees, enhanced attorneys’ fees, interest and any other relief the Court deems equitable and just.

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