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Amazon.com LLC and Amazon.com Services, Inc.

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

11 JEFFERY SAPP, an individual; RENAE
SAPP, an individual,

12 Plaintiffs,

13 v.

14 AMAZON.COM, LLC, et al.,

15 Defendants.

17 AMAZON.COM LLC and
AMAZON.COM SERVICES, INC.,

18 Cross-Complainants,

19 v.

20 AMA WHOLESALE, INC., a California
21 corporation, LAYIQ AHMAD, an
individual, LA CASH & CARRY, INC., a
22 California corporation, RAJ
ENTERPRISE, INC., a California
23 corporation, LA PRICE CHECK, LLC, a
California company, NEW RAINBOW,
24 INC. d/b/a PRICE CHECK, a California
corporation, and ROES 1 through 20,
25 INCLUSIVE,

26 Cross-Defendants.

Case No. 19STCV06444

**DEFENDANTS AMAZON.COM LLC
AND AMAZON.COM SERVICES,
INC.'S CROSS-COMPLAINT FOR:**

(1) EQUITABLE INDEMNITY

(2) CONTRIBUTION

[Assigned for all purposes to the
Honorable David J. Cowan]

Action Filed: February 22, 2019

TAC Filed: August 10, 2020

Trial: TBD

1 COME NOW Defendants/Cross-Complainants Amazon.com LLC and Amazon.com
2 Services, Inc. (collectively, “Amazon”), hereby alleging as follows:

3 **GENERAL ALLEGATIONS**

4 1. Amazon is informed and believes and based thereon alleges that, at all times
5 material to this case, Cross-Defendant AMA WHOLESALE, INC., was and is a corporation
6 organized and existing under the laws of the State of California and doing business in the State of
7 California.

8 2. Amazon is informed and believes and based thereon alleges that, at all times
9 material to this case, Cross-Defendant LAYIQ AHMAD, is and was a California citizen and
10 resident, doing business in the State of California.

11 3. Amazon is informed and believes and based thereon alleges that, at all times
12 material to this case, Cross-Defendant LA CASH & CARRY, INC., was and is a corporation
13 organized and existing under the laws of the State of California and doing business in the State of
14 California.

15 4. Amazon is informed and believes and based thereon alleges that, at all times
16 material to this case, Cross-Defendant RAJ ENTERPRISE, INC., was and is a corporation
17 organized and existing under the laws of the State of California and doing business in the State of
18 California.

19 5. Amazon is informed and believes and based thereon alleges that, at all times
20 material to this case, Cross-Defendant LA PRICE CHECK, LLC was and is a company organized
21 and existing under the laws of the State of California and doing business in the State of
22 California.

23 6. Amazon is informed and believes and based thereon alleges that, at all times
24 material to this case, Cross-Defendant NEW RAINBOW, INC. d/b/a PRICE CHECK (“NEW
25 RAINBOW”) was and is a corporation organized and existing under the laws of the State of
26 California and doing business in the State of California.

27 7. Amazon is presently unaware of the true names or capacities, whether individual,
28 corporate, associate, representative, or otherwise, of the Cross-Defendants named herein as ROES

1 1 through 20, inclusive, and therefore sues said Cross-Defendants by such fictitious names.
2 Amazon will seek leave to amend this Cross-Complaint once the true identities of Cross-
3 Defendants ROES 1 through 20, or any of them, are ascertained. Amazon is informed and
4 believes and thereon alleges that each of the fictitiously named Cross-Defendants is responsible in
5 some manner for the events, occurrences, and injuries alleged and described in either this Cross-
6 Complaint or the operative pleading of the underlying action, which Plaintiffs Jeffery and Renae
7 Sapp (collectively, "Plaintiffs") initiated in the Los Angeles Superior Court as Case No.
8 19STCV06444 on February 22, 2019 (the "UNDERLYING ACTION"). Wherever it is alleged
9 herein that any act or omission was done or committed by any specially named Cross-Defendant
10 or Cross-Defendants, Amazon intends thereby to allege, and does allege, that the same act or
11 omission was also done and committed by each and every Cross-Defendant named as a ROE,
12 both separately and in concert or conspiracy with the named Cross-Defendant or Cross-
13 Defendants.

14 8. Hereinafter, a reference to "CROSS-DEFENDANTS" shall mean AMA
15 WHOLESALE, INC., LAYIQ AHMAD, LA CASH & CARRY, INC., RAJ ENTERPRISE,
16 INC., LA PRICE CHECK, LLC, NEW RAINBOW, and ROES 1 through 20, collectively and
17 individually.

18 9. Amazon is informed and believes and based thereon alleges that at all times
19 relevant hereto, CROSS-DEFENDANTS were the agents, servants, partners or co-conspirators of
20 each other and, in doing the things alleged herein, were acting within the course and scope of
21 such agency, service, partnership, or conspiracy.

22 10. Plaintiffs' operative pleading in the UNDERLYING ACTION (the
23 "COMPLAINT") is hereby incorporated herein in its entirety for the sole and exclusive purpose
24 of setting forth the nature of Plaintiffs' claims and alleged damages. The COMPLAINT alleges,
25 among other things, tortious conduct allegedly entitling Plaintiffs to recover damages from
26 Amazon and some of the CROSS-DEFENDANTS. Amazon contends, and will continue to
27 contend, that it is in no way actionably liable for the events, occurrences, and damages, tortious or
28 otherwise, described in Plaintiffs' COMPLAINT. Amazon denies any wrongdoing, negligence,

1 or other conduct giving rise to any liability or claim for relief whatsoever. Despite such denial,
2 and in the event that judgment is entered against Amazon and in favor of Plaintiffs resulting in an
3 award of damages, Amazon alleges that all or some portion of said damages were proximately
4 caused and contributed to by the acts, omissions, fault, and tortious conduct of CROSS-
5 DEFENDANTS.

6 11. Amazon is therefore entitled to be indemnified by CROSS-DEFENDANTS for
7 any recovery that Plaintiffs or any other parties may realize against Amazon, including but not
8 limited to any settlement amounts, judgments, attorneys' fees, costs of suit, and such other and
9 further relief as the Court may deem appropriate.

10 **FIRST CAUSE OF ACTION**

11 (Equitable Indemnity — Against all CROSS-DEFENDANTS)

12 12. Amazon hereby realleges and incorporates by reference each allegation contained
13 in paragraphs 1 through 11 of this Cross-Complaint as though fully set forth herein.

14 13. Without admitting the truth of any of the allegations stated in the COMPLAINT,
15 and specifically denying any negligence, tortious, or other improper, wrongful, or illegal conduct
16 on its part, Amazon alleges that if it is found in some manner to be responsible to Plaintiffs or to
17 anyone else as a result of the incidents and occurrences described in Plaintiffs' COMPLAINT, said
18 liability would be based upon the grounds that CROSS-DEFENDANTS, and each of them, engaged
19 in such activities, and/or negligently and carelessly conducted themselves in such a manner, as to
20 precipitate or cause Plaintiffs' alleged injuries. Therefore, CROSS-DEFENDANTS' liability
21 and/or negligence, if any, is primary and direct, and Amazon's liability and/or negligence, if any,
22 is secondary, imputed, and/or derivative only.

23 14. In the event that Amazon is found in some manner responsible to Plaintiffs or to
24 anyone else as a result of the incidents and occurrences described in Plaintiffs' COMPLAINT, then
25 Amazon's liability would solely be based upon a derivative form of liability not resulting from
26 Amazon's conduct, but from an obligation imposed upon it by law and Amazon would therefore
27 be entitled to total and complete indemnity from CROSS-DEFENDANTS, and each of them,
28 whether it be for equitable indemnification, implied indemnification, or indemnification by

1 operation of law. CROSS-DEFENDANTS should therefore be required to indemnify Amazon, in
2 equity and good conscience, and hold Amazon harmless from all damages assessed against Amazon
3 and all costs, expenses, and/or attorneys' fees that Amazon incurs in defending the UNDERLYING
4 ACTION and prosecuting this Cross-Complaint.

5 15. Amazon further alleges that if it is found in some manner to be responsible to
6 Plaintiffs or to anyone else as a result of the incidents and occurrences described in Plaintiffs'
7 COMPLAINT, said liability would also be based upon the grounds that CROSS-DEFENDANTS,
8 and each of them, engaged in such activities, and/or negligently and carelessly conducted
9 themselves in such a manner, as to cause, concurrently cause, comparatively cause, or contribute
10 to Plaintiffs' alleged injuries. Under the principles enunciated in *American Motorcycle v. Superior*
11 *Court of Los Angeles County*, 20 Cal. 3rd 578 (1978), Amazon is therefore entitled to at least partial
12 indemnification on a comparative fault basis against CROSS-DEFENDANTS, and each of them.

13 **SECOND CAUSE OF ACTION**

14 (Contribution — Against all CROSS-DEFENDANTS)

15 16. Amazon hereby realleges and incorporates by reference each and every allegation
16 contained in paragraphs 1 through 15 of this Cross-Complaint as though fully set forth herein.

17 17. If Amazon is held at all liable to Plaintiffs by virtue of the allegations in Plaintiffs'
18 COMPLAINT, CROSS-DEFENDANTS, and each of them, are obligated to reimburse Amazon for
19 and will be liable to Amazon by way of contribution for any liability assessed to CROSS-
20 DEFENDANTS by the trier of fact. Accordingly, Amazon asserts its rights to such contribution;
21 namely, that CROSS-DEFENDANTS, and each of them, are obligated to provide equitable
22 contribution to any judgment or settlement amount in direct proportion to the degree of negligence
23 or comparative fault of each of CROSS-DEFENDANTS.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Amazon prays for judgment against CROSS-DEFENDANTS, and each of
26 them, as follows:
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1 1. For total and complete indemnity from CROSS-DEFENDANTS, and each of them,
2 for any judgments rendered against Amazon in this action, including for attorneys' fees, costs of
3 suit, and such other and further relief as the Court may deem appropriate;

4 2. That the CROSS-DEFENDANTS, and each of them, be required to indemnify
5 Amazon, for any and all liability and damages which may be assessed in this case against Amazon,
6 in proportion to the negligence and fault of the CROSS-DEFENDANTS, and each of them, which
7 was the proximate cause of such injuries and damages as may be proved herein;

8 3. For a judicial determination that CROSS-DEFENDANTS, and each of them, were
9 the legal cause of any injuries and damages Plaintiffs may have sustained and that CROSS-
10 DEFENDANTS must indemnify Amazon or contribute, either completely or partially, for any
11 damages which Plaintiffs may recover from Amazon;

12 4. For costs of suit and reasonable attorneys' fees; and

13 5. For such other and further relief as the Court deems just and proper.

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DATED: September 14, 2020

By: 

Julie L. Hussey
Max L. Rothman

Attorneys for Defendants Amazon.com LLC
and Amazon.com Services, Inc.

1 **PROOF OF SERVICE**

2 I, Caroline Mallahi, declare:

3 I am a citizen of the United States and employed in Los Angeles County, California. I am
4 over the age of eighteen years and not a party to the within-entitled action. My business address
5 is 1888 Century Park East, Suite 1700, Los Angeles, CA 90067-1721.

6 On December 14, 2020, I served a copy of the within document(s):

7 **DEFENDANTS AMAZON.COM LLC AND AMAZON.COM SERVICES, INC.'S**
8 **CROSS-COMPLAINT FOR: (1) EQUITABLE INDEMNITY (2) CONTRIBUTION**

- 9 by placing the document(s) listed above in a sealed envelope with postage thereon
10 fully prepaid, in the United States mail at Los Angeles, California addressed as set
11 forth below.
- 12 Via Personal Service: I caused the above-described document(s) to be delivered to
13 First Legal Support Services for personal service to the office of the addressee(s)
14 described below.
- 15 by FEDERAL EXPRESS to the addresses set forth below.
- 16 Via EMAIL to the email addresses set forth below.

17 ****SEE ATTACHED SERVICE LIST****

18 I am readily familiar with the firm's practice of collection and processing correspondence
19 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
20 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
21 motion of the party served, service is presumed invalid if postal cancellation date or postage
22 meter date is more than one day after date of deposit for mailing in affidavit.

23 I declare that I am employed in the office of a member of the bar of this court at whose
24 direction the service was made. I declare under penalty of perjury under the laws of the State of
25 California that the above is true and correct. Executed on December 14, 2020 at Los Angeles,
26 California.

Caroline Mallahi

Caroline Mallahi

1 **ATTACHED SERVICE LIST**

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