

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC,)	
)	
and	)	29-CA-296817
	)	29-CA-297398
AMAZON LABOR UNION,	)	29-CA-298749
	)	29-CA-300805
and	)	29-CA-307366
	)	29-CA-307667
	)	29-CA-308068
YACKISHA NEBOT LOPEZ,	)	29-CA-308071
an individual	)	29-CA-308509
	)	29-CA-311756
	)	29-CA-312516
and	)	29-CA-317210
	)	29-CA-331028
CONNOR SPENCE,)	
an individual.)	
)	

**AMAZON.COM SERVICES LLC’S ANSWER TO THE SECOND AMENDED
CONSOLIDATED COMPLAINT**

Pursuant to Section 102.20 of the Rules and Regulations of the National Labor Relations Board (“NLRB” or “Board”), Respondent Amazon.com Services LLC (“Amazon”), by undersigned counsel, submits this Answer to the Order Further Consolidating Cases, Second Amended Consolidated Complaint and Notice of Hearing (“Second Amended Consolidated Complaint”), and denies all allegations not expressly admitted herein that it committed unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* (the “Act”). To the extent that the Amended Consolidated Complaint’s introduction contains allegations and legal conclusions, they are denied.

1. Amazon admits the allegations in paragraph 1 of the Second Amended Consolidated Complaint.

2. Amazon admits the allegations in paragraph 2 of the Second Amended Consolidated Complaint.

3. Amazon admits the allegations in paragraph 3 of the Second Amended Consolidated Complaint.

4. Amazon admits the allegations in paragraph 4 of the Second Amended Consolidated Complaint.

5. Amazon admits that the Amazon Labor Union (“ALU” or “Union”) filed the charge referenced in paragraph 5 of the Second Amended Consolidated Complaint on November 15, 2022. Amazon is without sufficient information to admit or deny the date of service of the charge referenced in paragraph 5 of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the charge referenced in paragraph 5 of the Second Amended Consolidated Complaint.

6. Amazon admits that the Union filed the charge referenced in paragraph 6 of the Second Amended Consolidated Complaint on November 22, 2022. Amazon is without sufficient information to admit or deny the date of service of the charge referenced in paragraph 6 of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the charge referenced in paragraph 6 of the Second Amended Consolidated Complaint.

7. Amazon admits that the Union filed the first-amended charge referenced in paragraph 7 of the Second Amended Consolidated Complaint on December 7, 2022. Amazon is without sufficient information to admit or deny the date of service of the first-amended charge referenced in paragraph 7 of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the first-amended charge referenced in paragraph 7 of the Second Amended Consolidated Complaint.

8. Amazon admits that the Union filed the charge referenced in paragraph 8 of the Second Amended Consolidated Complaint on November 28, 2022. Amazon is without sufficient information to admit or deny the date of service of the charge referenced in paragraph 8 of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the charge referenced in paragraph 8 of the Second Amended Consolidated Complaint.

9. Amazon admits that the Union filed the charge referenced in paragraph 9 of the Second Amended Consolidated Complaint on December 1, 2022. Amazon is without sufficient information to admit or deny the date of service of the charge referenced in paragraph 9 of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the charge referenced in paragraph 9 of the Second Amended Consolidated Complaint.

10. Amazon admits that the Union filed the charge referenced in paragraph 10 of the Second Amended Consolidated Complaint on December 8, 2022. Amazon is without sufficient information to admit or deny the date of service of the charge referenced in paragraph 10 of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the charge referenced in paragraph 10 of the Second Amended Consolidated Complaint.

11. (a) Amazon admits that the Union filed the charge referenced in paragraph 11(a) of the Second Amended Consolidated Complaint on February 8, 2023. Amazon is without sufficient information to admit or deny the date of service of the charge referenced in paragraph 11(a) of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the charge referenced in paragraph 11(a) of the Second Amended Consolidated Complaint.

(b) Amazon admits that the Union filed the first-amended charge referenced in paragraph 11(b) of the Second Amended Consolidated Complaint on February 23, 2023. Amazon is without sufficient information to admit or deny the date of service of the first-amended charge

referenced in paragraph 11(b) of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the first-amended charge referenced in paragraph 11(b) of the Second Amended Consolidated Complaint.

(c) Amazon admits that the Union filed the second-amended charge referenced in paragraph 11(c) of the Second Amended Consolidated Complaint on April 13, 2023. Amazon is without sufficient information to admit or deny the date of service of the second-amended charge referenced in paragraph 11(c) of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the second-amended charge referenced in paragraph 11(c) of the Second Amended Consolidated Complaint.

12. Amazon admits that the Union filed the charge referenced in paragraph 12 of the Second Amended Consolidated Complaint on February 21, 2023. Amazon is without sufficient information to admit or deny the date of service of the charge referenced in paragraph 12 of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the charge referenced in paragraph 12 of the Second Amended Consolidated Complaint.

13. Amazon admits that the Union filed the charge referenced in paragraph 13 of the Second Amended Consolidated Complaint on May 1, 2023. Amazon is without sufficient information to admit or deny the date of service of the charge referenced in paragraph 13 of the Second Amended Consolidated Complaint. However, Amazon does not contest that it received the charge referenced in paragraph 13 of the Second Amended Consolidated Complaint.

14. Amazon admits that Connor Spence filed the charge referenced in paragraph 14 of the Second Amended Consolidated Complaint on November 30, 2023. Amazon is without sufficient information to admit or deny the date of service of the charge in paragraph 14 of the

Second Amended Consolidated Complaint. However, Amazon does not contest that it received the charge referenced in paragraph 14 of the Second Amended Consolidated Complaint.

15. (a) Amazon admits the allegations in paragraph 15(a) of the Second Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 15(b) of the Second Amended Consolidated Complaint. Amazon, however, does not dispute the Board's jurisdiction over this matter.

16. Amazon admits the allegations in paragraph 16 of the Second Amended Consolidated Complaint.

17. Amazon is without sufficient information to admit or deny the allegations in paragraph 17 of the Second Amended Consolidated Complaint. Thus, Amazon denies the allegations.

18. (a) Amazon is without sufficient information to admit or deny the allegations in paragraph 18(a) of the Second Amended Consolidated Complaint with respect to "Unidentified Person" and "Human Resources." Therefore, Amazon denies them.

(b) Amazon denies the allegations in paragraph 18(b) of the Second Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 18(c) of the Second Amended Consolidated Complaint.

(d) Amazon denies the allegations in paragraph 18(d) of the Second Amended Consolidated Complaint.

(e) Amazon denies the allegations in paragraph 18(e) of the Second Amended Consolidated Complaint.

(f) Amazon is without sufficient information to admit or deny the allegations in paragraph 18(f) of the Second Amended Consolidated Complaint with respect to “(first name unknown) Green” and “Human Resources Official.” Therefore, Amazon denies them.

19. Amazon admits that the ALU filed a petition for representation on December 22, 2021, seeking to represent the employees listed in the “INCLUDED” section of paragraph 19 of the Second Amended Consolidated Complaint, and seeking to exclude the employees listed in the “EXCLUDED” section of paragraph 19 of the Second Amended Consolidated Complaint. Amazon further admits that it did not object to the composition of the proposed unit in its Statement of Position, filed on January 28, 2022 in case 29-RC-288020.

20. (a) Amazon admits that the ALU, Amazon, and then-Regional Director Kathy Drew-King entered into a stipulated election agreement on February 17, 2022 in case 29-RC-288020. Amazon admits that the NLRB conducted an election on March 25, 26, 28, 29, and 30, 2022, among employees described in “INCLUDED” section of paragraph 19 of the Second Amended Consolidated Complaint. Amazon denies that the NLRB conducted the election pursuant to the terms of the stipulated election agreement and denies all remaining allegations contained in paragraph 20(a) of the Second Amended Consolidated Complaint.

(b) Amazon admits a Tally of Ballots issued on April 1, 2022 in Case No. 29-RC-288020. Amazon denies the remaining allegations in paragraph 20(b) of the Second Amended Consolidated Complaint.

21. Amazon admits that on January 11, 2023, a Regional Director of the Board issued a Certification of Representation. Amazon denies all remaining allegations in paragraph 21 of the Second Amended Consolidated Complaint, including that certification is proper, and therefore, denies that the Union is the exclusive collective-bargaining representative of any employee at the

JFK8 Facility. Amazon further incorporates its objections and pending appeal in Case No. 29-RC-288020.

22. Amazon denies the allegations in paragraph 22 of the Second Amended Consolidated Complaint. Furthermore, Amazon asserts that there are no employees at the JFK8 Facility who are part of a “Unit.”

23. Amazon denies the allegations in paragraph 23 of the Second Amended Consolidated Complaint. Furthermore, Amazon asserts that there are no employees at the JFK8 Facility who are part of a “Unit.”

24. Amazon denies the allegations in paragraph 24 of the Second Amended Consolidated Complaint. Furthermore, Amazon asserts that there are no employees at the JFK8 Facility who are part of a “Unit.”

25. (a) Amazon admits the allegations in paragraph 25(a) of the Second Amended Consolidated Complaint.

(b) Amazon admits the allegations in paragraph 25(b) of the Second Amended Consolidated Complaint.

(c) Amazon admits that Pasquale Cioffi has not been employed by Amazon since June 9, 2022, but denies the remaining allegations in paragraph 25(c) of the Second Amended Consolidated Complaint. Amazon denies that Cioffi is entitled to reinstatement.

26. (a) Amazon admits that on or about June 22, 2022, Sharon Bogat-Weathley was discharged.

(b) Amazon admits that Bogat-Weathley has not been employed by Amazon since June 22, 2022.

27. (a) Amazon admits the allegations in paragraph 27(a) of the Second Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 27(b) of the Second Amended Consolidated Complaint.

28. Amazon denies the allegations in paragraph 28 of the Second Amended Consolidated Complaint.

29. (a) Amazon denies the allegations in paragraphs 29(a)(i) – 29(a)(vi) of the Second Amended Consolidated Complaint. Amazon further denies that the Union is entitled to any of the information requested in paragraphs 29(a)(i) – 29(a)(vi) of the Second Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 29(b) of the Second Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 29(c) of the Second Amended Consolidated Complaint. Amazon further denies that the Union is entitled to any of the information requested in paragraphs 29(a)(i) – 29(a)(vi) of the Second Amended Consolidated Complaint.

30. (a) Amazon admits the allegations in paragraph 30(a) of the Second Amended Consolidated Complaint.

(b) Amazon admits the allegations in paragraph 30(b) of the Second Amended Consolidated Complaint.

31. Amazon admits the allegations in paragraph 31 of the Second Amended Consolidated Complaint.

32. (a) Amazon admits the allegations in paragraph 32(a) of the Second Amended Consolidated Complaint.

(b) Amazon admits that Simone Peele has not been employed by Amazon since February 5, 2023, but denies the remaining allegations in paragraph 32(b) of the Second Amended Consolidated Complaint. Amazon denies that Peele is entitled to reinstatement.

33. (a) Amazon denies the allegations in paragraphs 33(a)(i) – 33(a)(v) of the Second Amended Consolidated Complaint. Amazon further denies that the Union is entitled to any of the information requested in paragraphs 33(a)(i) – 33(a)(v) of the Second Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 33(b) of the Second Amended Consolidated Complaint.

(c) Amazon admits the allegations in paragraph 33(c) of the Second Amended Consolidated Complaint. Amazon denies that the Union is entitled to any of the information requested in paragraphs 33(a)(i) – 33(a)(v) of the Second Amended Consolidated Complaint.

34. (a) Amazon is without sufficient information to admit or deny the allegations regarding the Unidentified Human Resources Representative. Therefore, Amazon denies the allegations in paragraph 34(a) of the Second Amended Consolidated Complaint.

(b) Amazon is without sufficient information to admit or deny the allegations regarding the Unidentified Human Resources Representative. Therefore, Amazon denies the allegations in paragraph 34(b) of the Second Amended Consolidated Complaint.

(c) Amazon is without sufficient information to admit or deny the allegations regarding the Unidentified Human Resources Representative. Therefore, Amazon denies the allegations in paragraph 34(c) of the Second Amended Consolidated Complaint.

35. (a) Amazon is without sufficient information to admit or deny the allegations regarding an Unidentified Human Resources Representative. Therefore, Amazon denies the allegations in paragraph 35(a) of the Second Amended Consolidated Complaint.

(b) Amazon is without sufficient information to admit or deny the allegations regarding an Unidentified Human Resources Representative. Therefore, Amazon denies the allegations in paragraph 35(b) of the Second Amended Consolidated Complaint.

(c) Amazon is without sufficient information to admit or deny the allegations regarding an Unidentified Human Resources Representative. Therefore, Amazon denies the allegations in paragraph 35(c) of the Second Amended Consolidated Complaint.

36. Amazon admits that Derrick Palmer was suspended from on or about December 7, 2022 to on or about February 11, 2023.

37. (a) Amazon denies the allegations in paragraph 37(a) of the Second Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 37(b) of the Second Amended Consolidated Complaint.

(c) Amazon admits that it placed Hayden on a paid administrative leave pending investigation. Amazon otherwise denies the allegations in paragraph 37(c) of the Second Amended Consolidated Complaint.

38. (a) Amazon admits that it placed Hayden on a paid administrative leave pending investigation. Amazon denies the allegations in paragraph 38(a) of the Second Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 38(b) of the Second Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 38(c) of the Second Amended Consolidated Complaint.

39. (a) Amazon denies the allegations in paragraph 39(a)(i) – 39(a)(iii) of the Second Amended Consolidated Complaint. Amazon further denies that the Union is the exclusive collective-bargaining representative of any employee at the JFK8 Facility, and therefore denies that it is entitled to bargain collectively on behalf of any employee at the JFK8 Facility.

(b) Amazon denies the allegations in paragraph 39(b) of the Second Amended Consolidated Complaint. Amazon further denies that the Union is the exclusive collective-bargaining representative of any employees at the JFK8 Facility, and therefore denies that it is entitled to bargain collectively on behalf of any employee at the JFK8 Facility.

40. (a) Amazon denies the allegations in paragraph 40(a) of the Second Amended Consolidated Complaint. Amazon further denies that the Union is the exclusive collective-bargaining representative of any employee at the JFK8 Facility, and therefore denies that it is entitled to bargain collectively on behalf of any employee at the JFK8 Facility.

(b) Amazon denies the allegations in paragraph 40(b) of the Second Amended Consolidated Complaint. Amazon further denies that the Union is the exclusive collective-bargaining representative of any employees at the JFK8 Facility, and therefore denies that it is entitled to bargain collectively on behalf of any employee at the JFK8 Facility.

41. (a) Amazon denies the allegations in paragraph 41(a) of the Second Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 41(b) of the Second Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 41(c) of the Second Amended Consolidated Complaint.

42. (a) Amazon denies the allegations in paragraph 42(a) of the Second Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 42(b) of the Second Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 42(c) of the Second Amended Consolidated Complaint.

43. Amazon denies the allegations in paragraph 43 of the Second Amended Consolidated Complaint.

44. Amazon denies the allegations in paragraph 44 of the Second Amended Consolidated Complaint.

45. Amazon denies the allegations in paragraph 45 of the Second Amended Consolidated Complaint.

46. Paragraph 46 of the Second Amended Consolidated Complaint contains conclusions of law to which no response is required. Amazon denies the remaining allegations in paragraph 46 of the Second Amended Consolidated Complaint.

47. Amazon admits that it did not provide the ALU with prior notice and an opportunity to bargain because it was not entitled to such notice or opportunity, but otherwise denies the allegations in paragraph 47 of the Second Amended Consolidated Complaint.

48. Amazon denies the allegations in paragraph 48 of the Second Amended Consolidated Complaint. Amazon further denies that the Union is the exclusive collective-

bargaining representative of employees at the JFK8 Facility, and therefore denies that it is entitled to bargain collectively on behalf of any employee at the JFK8 Facility.

50. Amazon denies that it committed any unfair labor practices, and therefore denies the allegations in paragraph 50 of the Second Amended Consolidated Complaint.¹

51. Amazon denies that it committed any unfair labor practices. Amazon further denies that the General Counsel and/or the General Counsel on behalf of the ALU and/or any individual named in the Second Amended Consolidated Complaint are entitled to any relief or remedy sought in paragraph 51 of the Second Amended Consolidated Complaint. To the extent the General Counsel asserts any factual allegations in paragraph 45 of the Second Amended Consolidated Complaint, they are denied.

(a-h) Amazon denies the allegations in paragraphs 51(a-h) of the Second Amended Consolidated Complaint, and further denies that the General Counsel and/or the General Counsel on behalf of the ALU and/or any individual named in the Second Amended Consolidated Complaint are entitled to any relief or remedy sought in paragraphs 51(a-g) of the Second Amended Consolidated Complaint.

OTHER DEFENSES

Without waiving or excusing the burden of proof of the General Counsel, or admitting that Amazon has any burden of proof, Amazon hereby asserts the following additional defenses (some in the alternative) on the basis of the Second Amended Consolidated Complaint:

1. The Second Amended Consolidated Complaint should be dismissed to the extent that the allegations fail to state a claim upon which relief may be granted.

¹ The Second Amended Complaint is misnumbered and skips from paragraph 48 to 50. For consistency, Amazon numbers its answers to match the paragraphs in the Second Amended Consolidated Complaint.

2. The Second Amended Consolidated Complaint should be dismissed to the extent that it contains allegations that are not a part of the underlying Charges.

3. The Second Amended Consolidated Complaint should be dismissed because, to the extent any unknown person committed unfair labor practices, they were not a supervisor, were not acting as Amazon's agent during the conduct, and were not acting at the direction or control of Amazon.

4. Some or all of the relief requested in the Second Amended Consolidated Complaint, including but not limited to paragraphs 51(c), 51(d), 51(e), and 51(f), would violate the First Amendment to the United States Constitution.

5. Some or all of the relief requested in the Second Amended Consolidated Complaint, including but not limited to paragraphs 51(f), would violate the Fifth Amendment to the United States Constitution.

6. Any consequential damages requested in the Second Amended Consolidated Complaint are not permitted by Section 10(c) of the Act and are therefore barred.

7. Violations of the Act alleged in the Second Amended Consolidated Complaint are barred to the extent that they conflict with, are contrary to, and are precluded by Section 10(c) and any other applicable provisions of the Act. Amazon issued all disciplines and terminations in this matter for cause, barring reinstatement or back pay.

8. The relief requested in paragraph 51(g) of the Second Amended Consolidated Complaint is speculative, incalculable, would require the Board to dictate substantive terms of bargaining negotiations, would compel Amazon to comply with contractual terms to which it did not agree, would violate Section 8(d) of the Act, and would burden the exercise of Amazon's right to judicial review Congress expressly provided for in Section 9(d) of the Act.

9. The Board is not empowered to substitute its judgment for Amazon's lawful employment decisions.

10. To the extent Amazon was not afforded a fair and equal opportunity to present evidence responding to any charges, Amazon was deprived of the due process to which it is entitled.

11. The Second Amended Consolidated Complaint should be dismissed because the General Counsel's interpretation of the Act and requests to the National Labor Relations Board in this case implicate the Major Questions Doctrine and associated principles of non-delegation and therefore violate Article I of the United States Constitution.

12. The structure of the NLRB violates the separation of powers because its Administrative Law Judges are insulated from presidential oversight by at least two layers of "for cause" removal protection, thus impeding the executive power provided for in Article II of the United States Constitution.

13. The structure of the NLRB violates the separation of powers because its Board Members, who are principal officers of the United States, are insulated from removal by the President except for inefficiency, neglect of duty, or malfeasance of office, thus impeding the executive power provided for in Article II of the United States Constitution.

14. NLRB proceedings violate Article III of the United States Constitution and the Seventh Amendment to the United States Constitution by seeking to adjudicate private rights outside an Article III court and award a broader range of legal remedies beyond just equitable remedies without trial by jury.

15. The structure of the NLRB violates the United States Constitution's separation of powers and Amazon's due process rights under the Fifth Amendment to the United States

Constitution because the NLRB's Board Members concurrently exercise legislative, executive, and judicial powers in the same administrative proceeding.

16. Amazon reserves the right to assert additional defenses during the course of this action.

WHEREFORE, Amazon respectfully requests that upon final disposition of this Second Amended Consolidated Complaint, the Administrative Law Judge and the NLRB find that Amazon did not violate the Act in any of the ways alleged in the Second Amended Consolidated Complaint or at all, that Amazon receives an award of all allowable fees and expenses incurred in this proceeding, and grant such other and further relief, at law or in equity, to which Amazon shows itself to be justly entitled.

Respectfully submitted this 15th day of February 2024.

Respectfully submitted,

HUNTON ANDREWS KURTH LLP

/s/ Amber M. Rogers

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing document was electronically filed with the NLRB and was served this 15th day of February, 2024 to:

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Case Name: Amazon.com Service, LLC

Filing Party: Charged Party / Respondent

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Attached Documents:

Answer to Complaint:Amazon_JFK8 - 29-CA-296817 Answer to Second Amended Consolidated Complaint.pdf

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