

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

AMAZON.COM SERVICES LLC,)		
)		
and)		
)		
(b) (6), (b) (7)(C), an	)	Case Nos.	29-CA-277198
Individual	)		29-CA-278982
)		
and)		
)		
(b) (6), (b) (7)(C), and Individual	)	Case No.	29-CA-277598
)		
and)		
)		
(b) (6), (b) (7)(C), and Individual	)	Case No.	29-CA-278701
)		
and)		
)		
AMAZON LABOR UNION	)	Case Nos.	29-CA-285445
	)		29-CA-286272

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

Pursuant to Section 102.20 of the Rules and Regulations of the National Labor Relations Board, Respondent Amazon.com Services LLC (“Amazon” or “Respondent”), by undersigned counsel, submits this Answer to the Order Further Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing (“Amended Consolidated Complaint”), filed on February 18, 2022, 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.

Amazon objects to conducting the hearing in this matter remotely by videoconference in its entirety. Conducting the hearing in its entirety via remote videoconference is inconsistent with

the NLRB's Rules and Regulations. Specifically, Section 102.35(c)(2) of the NLRB's Rules and Regulations states that the minimum safeguards required to ensure due process for any remote testimony **must** include the opportunity for a party representative to be present at the remote location. Moreover, Amazon would be deprived of its due process rights pursuant to the NLRB's own precedent if it is not permitted to be in the room with a witness testifying via videoconference. See, e.g., *DH Long Point Mgmt, LLC*, 369 NLRB No. 18, slip op. at 5, fn. 9 (2019) (ALJ found GC's motion set forth "the conditions in place to protect the integrity of the testimony" and the "appropriate safeguards," including opportunity for counsel or surrogates to be present at the videoconference site). The Board expresses a strong preference for live oral testimony so that not only the judge, but also "counsels are in the best position to observe the witness." *Oncor Elec. Delivery Co., LLC*, 364 NLRB No. 58 at *8 (2016) ("Clearly, the general principle is that testimony should be live, so that the judge and counsels are in the best position to observe the witness.")

Additionally, neither Region 29, nor any Board office, is operating under a mandatory telework directive. See <https://www.nlr.gov/field-office-status> (last visited Feb. 24, 2022). The Charging Parties (and the Amazon's witnesses) attend work in-person, and have done so during the duration of the pandemic. Finally, the NLRB's recent Advance Notice of Proposed Rulemaking seeking public comment on the NLRB's use of virtual hearings is a concession that its current Rules and Regulations, as written, do not contemplate that the hearing in this matter can be conducted remotely by videoconference in its entirety. See *Use of Videoconference Technology To Conduct Unfair Labor Practice and Representation Case Proceedings*, 86 FR 61090 (Nov. 5, 2021).

1. (a) Amazon admits the allegations in paragraph 1(a) of the Amended Consolidated Complaint.

(b) Amazon admits the allegations in paragraph 1(b) of the Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 1(c) of the Amended Consolidated Complaint.

(d) Amazon admits the allegations in paragraph 1(d) of the Amended Consolidated Complaint.

(e) Amazon admits the allegations in paragraph 1(e) of the Amended Consolidated Complaint.

(f) Amazon admits the allegations in paragraph 1(f) of the Amended Consolidated Complaint.

(g) Amazon admits the allegations in paragraph 1(g) of the Amended Consolidated Complaint.

(h) Amazon admits the allegations in paragraph 1(h) of the Amended Consolidated Complaint.

(i) Amazon admits the allegations in paragraph 1(i) of the Amended Consolidated Complaint.

(j) Amazon admits the allegations in paragraph 1(j) of the Amended Consolidated Complaint.

(k) Amazon admits the allegations in paragraph 1(k) of the Amended Consolidated Complaint.

2. (a) Amazon admits the allegations in paragraph 2(a) of the Amended Consolidated Complaint.

(b) Amazon admits the allegations in paragraph 2(b) of the Amended Consolidated Complaint.

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

4. Amazon is without sufficient information to admit or deny the allegations in paragraph 4 of the Amended Consolidated Complaint. Thus, Amazon denies the allegations in paragraph 4 of the Amended Consolidated Complaint.

5. Amazon denies that (b) (6), (b) (7)(C) is a supervisor within the meaning of Section 2(11) of the Act or that (b) (6), (b) (7)(C) is Amazon's agent with the meaning of Section 2(13) of the Act. Amazon admits the remaining allegations in paragraph 5 of the Amended Consolidated Complaint.

6. Amazon denies the allegations in paragraph 6 of the Amended Consolidated Complaint.

7. (a) Amazon denies the allegations in paragraph 7(a) of the Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 7(b) of the Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 7(c) of the Amended Consolidated Complaint.

(d) Amazon denies the allegations in paragraph 7(d) of the Amended Consolidated Complaint.

(e) Amazon denies the allegations in paragraph 7(e) of the Amended Consolidated Complaint.

8. (a) Amazon denies the allegations in paragraph 8(a) of the Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 8(b) of the Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 8(c) of the Amended Consolidated Complaint.

9. Amazon denies the allegations in paragraph 9 of the Amended Consolidated Complaint.

10. (a) Amazon denies the allegations in paragraph 10(a) of the Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 10(b) of the Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 10(c) of the Amended Consolidated Complaint.

11. (a) Amazon denies the allegations in paragraph 11(a) of the Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 11(b) of the Amended Consolidated Complaint.

12. Amazon denies the allegations in paragraph 12 of the Amended Consolidated Complaint.

13. (a) Amazon denies the allegations in paragraph 13(a) of the Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 13(b) of the Amended Consolidated Complaint.

14. (a) Amazon denies the allegations in paragraph 14(a) of the Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 14(b) of the Amended Consolidated Complaint.

15. Amazon denies the allegations in paragraph 15 of the Amended Consolidated Complaint.

16. (a) Amazon denies the allegations in paragraph 16(a) of the Amended Consolidated Complaint.

(b) Amazon denies the allegations in paragraph 16(b) of the Amended Consolidated Complaint.

(c) Amazon denies the allegations in paragraph 16(c) of the Amended Consolidated Complaint.

(d) Amazon admits that (b) (6), (b) (7)(C) employment was terminated on or about (b) (6), (b) (7)(C) 2021. Amazon denies that (b) (6), (b) (7)(C) termination violated the National Labor Relations Act or was done for any unlawful reason.

17. Amazon denies the allegations in paragraph 17 of the Amended Consolidated Complaint.

18. Amazon denies the allegations in paragraph 18 of the Amended Consolidated Complaint.

19. Amazon denies the allegations in paragraph 19 of the Amended Consolidated Complaint.

20. Amazon denies the allegations in paragraph 20 of the Amended Consolidated Complaint.

21. Amazon denies that it committed any unfair labor practices. Amazon further denies that the General Counsel and/or the General Counsel on behalf of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and/or the Amazon Labor Union is entitled to any relief or remedy sought in paragraph 21 of the Amended Consolidated Complaint. Amazon further denies that Spence, Monarrez, Palmer, Smith, and/or the Amazon Labor Union are entitled to any relief or remedy of any kind in this action. To the extent the General Counsel asserts any factual allegations in paragraph 21 of the Amended Consolidated Complaint, they are denied.

AFFIRMATIVE AND 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 affirmative or other defenses (some in the alternative) on the basis of the current Amended Consolidated Complaint:

1. The Amended Consolidated Complaint should be dismissed because Amazon did not take any actions in violation of the Act and has acted at all relevant times in accordance with the Act and applicable NLRB precedent.

2. The Amended Consolidated Complaint should be dismissed because the allegations, even if true, do not establish a violation of the Act.

3. The Amended Consolidated Complaint should be dismissed because Amazon has not interfered with, restrained or coerced any employee in the exercise of any rights that they have under the Act.

4. The Amended Consolidated Complaint should be dismissed because some or all of the unfair labor practice charges upon which the Complaint is based were not filed or served in a

timely manner as required by Section 10(b) of the Act, and thus are barred by applicable statute of limitations.

5. The allegations contained in Sections 7(b), 7(c), 10(b), 14(b), and 15 of the Amended Consolidated Complaint must be dismissed because these allegations have not been alleged in any of the above-captioned Charges and do not closely relate to any of the allegations in the above-captioned Charges.

6. The Amended Consolidated Complaint should be dismissed because Amazon did not solicit grievances.

7. The Amended Consolidated Complaint should be dismissed because Amazon may lawfully prohibit solicitation and distribution in working areas.

8. The Amended Consolidated Complaint should be dismissed because Amazon may lawfully prohibit solicitation and distribution during working time.

9. The Amended Consolidated Complaint should be dismissed because, to the extent the (b) (6), (b) (7)(C) committed unfair labor practices, (b) (6) was not a supervisor, was not acting as Amazon's agent during the conduct, and was not acting at the direction of Amazon.

10. The Amended Consolidated Complaint should be dismissed because, to the extent the individuals named in paragraph 6 of the Complaint committed unfair labor practices, they were not acting as Amazon's agents during the conduct and were not acting at the direction or control of Amazon.

11. The Amended Consolidated Complaint should be dismissed because, to the extent the conduct alleged in paragraph 8 of the Complaint was unlawful, Amazon repudiated such unlawful conduct.

12. The Amended Consolidated Complaint should be dismissed because Amazon's lawful actions were consistent with its past practices.

13. The relief sought should be denied as inconsistent with the Act and unwarranted under the circumstances.

14. The Amended Consolidated Complaint should be dismissed because (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) did not engage in protected concerted activity at any time relevant to the Amended Consolidated Complaint.

15. The Amended Consolidated Complaint should be dismissed because Amazon terminated (b) (6), (b) (7)(C) for legitimate, non-discriminatory and non-retaliatory reasons.

16. The Amended Consolidated Complaint should be dismissed because, even if (b) (6), (b) (7)(C) engaged in protected concerted activity, Amazon would have nevertheless terminated (b) (6), (b) (7)(C) employment.

17. The Amended Consolidated Complaint cannot be conducted remotely by videoconference in its entirety. Pursuant to Section 102.35(c)(2) of the NLRB's Rules and Regulations, Amazon must be permitted at the remote location during testimony.

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

WHEREFORE, Amazon respectfully requests that upon final disposition of this Amended Consolidated Complaint, the Administrative Law Judge and the National Labor Relations Board find that Amazon did not violate the National Labor Relations Act in any of the ways alleged in the Amended Consolidated Complaint, that Amazon receive 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 3rd day of March, 2022.

Respectfully submitted,

HUNTON ANDREWS KURTH LLP

/s/ Amber M. Rogers

Kurt Larkin

Riverfront Plaza, East Tower

951 East Byrd Street

Richmond, Virginia 23219-4074

(T): 804-788-8200

(F): 804-788-8218

(E): klarkin@HuntonAK.com

Amber Rogers

Fountain Place

1445 Ross Avenue, Suite 3700

Dallas, Texas 75202-2799

(T): 214-979-3000

(F): 214-880-0011

(E): arogers@HuntonAK.com

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 3rd day of March, 2022 to:

Via e-mail - Seth Goldstein
Law Offices of Seth Goldstein
217 Hadleigh Avenue
Cherry Hill, NJ 08003
Sgold352002@icloud.com

Counsel for Charging Parties

/s/ Amber M. Rogers

Amber M. Rogers