

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES

AMAZON.COM SERVICES, LLC  
AND ITS SUBSIDIARY, AMAZON AIR<sup>1</sup>

EDWARD CLARKE, AN INDIVIDUAL

and

GRIFFIN RITZE, AN INDIVIDUAL

and

JORDAN QUINN, AN INDIVIDUAL

and

JASON GAY, AN INDIVIDUAL

Cases 09-CA-311529  
09-CA-334361  
09-CA-330000  
09-CA-330356  
09-CA-334229

*Jamie Jones and Austin Wishart, Esqs, for the General Counsel.  
Brian Stolzenbach, Jamie R. Rich and Rachel Reed, Esqs. (Seyfarth Shaw LLP, Sacramento,  
California, Chicago, Illinois and Atlanta, Georgia) for the Respondent.  
Rachel R. Rekowski and Pamela M. Newport, Esqs. (Herzfeld Suetholz Gastel Leniski and Wall,  
PLLC, Cincinnati, Ohio,) for the Charging Parties.*

DECISION

Statement of the Case, Jurisdiction and findings of fact

Arthur J. Amchan, Administrative Law Judge. This case was tried in Cincinnati, Ohio, August 12-16, December 9-13, 2024, January 13-17 and 21-23, 2025. The matter was heard before Administrative Law Judge Ira Sandron. On June 25, 2025, Chief Judge Robert Giannasi reassigned this matter to me pursuant to Board Rule 102.36(b) due to medical reasons which have rendered Judge Sandron unavailable for further action on this case. I have read and considered the entire record and the briefs filed by the General Counsel, Respondent and the Amazon Labor Union on behalf of the Charging Parties.

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<sup>1</sup> Respondent submits its correct name is Amazon.com Services, LLC.

The Charging Parties named in the caption filed the initial charges in this matter between November 8, 2023, and January 24, 2024. Region 9 issued a consolidated complaint on May 17, 2024. The General Counsel amended the complaint on July 8, July 22, December 9, 2024, and January 17, 2025.

This case represents a continuation of events litigated in Case 09-CA-307021, which occurred early in 2023, while the events in this case occurred later in 2023 and early 2024. I am considering facts established in the record of 09-CA-307021 as well as the record in the instant case. Some of the evidence appears in the record of both cases.

Respondent is a Delaware limited liability company with headquarters in Seattle. It has facilities throughout the United States, including the one involved in this matter which is located at the Northern Kentucky/Cincinnati, Ohio airport, (KCVG).<sup>2</sup> At this location Respondent warehouses and distributes consumer products throughout the United States. Respondent annually derives gross revenues in excess of \$500,000 annually. It annually sells and ships goods valued in excess of \$50,000 directly to locations outside of Kentucky from KCVG. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act. The Amazon Labor Union-KCVG was at all times material to this case a labor organization within the meaning of Section 2(5) of the Act.<sup>3</sup>

Respondent's KCVG facility is a major air hub for distribution of freight. It is regulated by the Transportation Security Administration (TSA). Amazon and the Kenton County Kentucky Airport Board are parties to an Exclusive Area Agreement (EAA), approved by TSA. That agreement establishes Respondent's acceptance of area security for the KCVG property it leases from the Board. Amazon is required by the EAA to maintain perimeter security fences and signs, use CCTV, conduct regularly scheduled roving security patrols and use access control systems to deter, detect and delay access by unauthorized persons. Part of the Amazon facility is designed as an air operation area (AOA), which has heightened security requirements. The AOA consists of locations used for the movement of aircraft. All such areas are designated security display areas, requiring badge access, perimeter controls and detection and prevention of unauthorized access.

Amazon employees work primarily in 2 distinct areas, the ramp, where planes are parked, loaded and unloaded, and sortation where packages are sorted, sent and received. The ramp area is within the AOA; the sortation area is not. The ramp area encompasses several distinct areas designated as GSE (Ground Support Equipment) Building 1, GSE Building 2 and the GSE Barn., G.C. Exh. 16.

Some areas involved in this case, the ramp parking lot, the sortation parking garage and the bridge, breezeway or walkway between this parking garage and the sortation building are not within the AOA. Ramp/GSE Building 2, which is within the AOA, was the site of the November

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<sup>2</sup> More specifically near Hebron, Kentucky.

<sup>3</sup> At some point in 2024, the ALU-KCVG affiliated with the General Drivers, Warehousemen and Helpers (Teamsters), Local No. 89, Tr. 921.

2023 “Marches on the Boss.” One end of that building contains the management offices. The middle of the building is a “stand-up” area in which employees assemble to get their assignments and updates from management. The end opposite the management offices is a maintenance shop. Approximately 3500 people work for Amazon at KCVG.

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Employee concerted activity began at KCVG in November 2022. It focused on seasonal pay and a cost-of-living increase.<sup>4</sup> This activity led employees to organize an independent union, Amazon Labor Union-KCVG. Several of the charging parties were instrumental in this activity.

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#### Edward Clarke’s Demotion and Discharge

Edward Clarke was a Tier 3<sup>5</sup> load planner at KCVG from September 2022 until January 17, 2023. Prior to that he worked for a year at a related facility. As a load planner Clarke scanned ULDs, (unit loading devices also referred to as cans) and entered the information into Respondent’s SABLE system using a laptop computer. The ULDs are large containers holding packages. The ULDs are loaded into airplanes and must be distributed in the aircraft so as to balance the freight load. The load planner approves a loading plan and sends it to a plane-side assistant, who cross-checks it before loading the freight.

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Clarke testified about speaking up in favor of the Union in front of Ron Stokes, Tr. 1251.<sup>6</sup> This is inconsistent with his testimony at Tr. 1238-39, that he tried to confine his discussions about unions outside of work. While working for Amazon, Clarke recorded a video which the Union posted on Tic-Tok and other social media outlets urging employees to support the Union, G.C. Exh. 31a. Griffin Ritze testified that the Union posted the video on TikTok, Facebook and Instagram in November 2022, Tr. 367-381. There is no evidence that any agent of Respondent saw the video prior to Clarke’s termination.

On January 3, 2023, Clarke was working with Gary Back, a tier 1 employee. Back scanned the ULD barcode labels. Michael Gutierrez, a tier 3 lead called Area Manager Ron Stokes, who supervised the load planners, including Clarke. Gutierrez told Stokes that Back was scanning the containers into the SABLE system. Stokes talked to his boss, Jason Lum, who suggested he observe Clarke’s work area. Clarke was not there.

Stokes testified that he observed Gary Back scanning ULDs into SABLE. Stokes testified further that he spoke to Back, who told him he was scanning ULDs for Clarke, who had been training him, Tr. 2744-49. Stokes further testified that Tier 1 employees such as Back are not allowed to scan ULDs. They have not been adequately trained to perform this task.

When Clarke returned to his workstation, he told Stokes he had been training Back how to load plan. Stokes documented the incident in Respondent’s Adapt system.

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<sup>4</sup> Pro-Union employees asserted that unionized DHL employees at a similar nearby facility were paid at least \$5 per hour more than Respondent’s employees at KCVG, e.g. G.C. Exh. 31c.

<sup>5</sup> Entry level employees are tier 1.

<sup>6</sup> However, I am not sure that is what the testimony stands for. Stokes denied being present for any meeting similar to the one about which Clarke testified, Tr. 2775-76.

On January 7, 2023, a team lead, at the direction of Stokes and Lum, informed Clarke he was no longer allowed to load plan. Clarke began working as a process assistant, assisting transporters. On January 17, 2023, Respondent terminated Clarke. While Stokes met with Clarke to terminate him, it is not clear who made the termination decision.

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### *Analysis*

I find that Respondent did not violate the Act in discharging Edward Clarke.

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In order to establish a violation of Section 8(a) (3) and/or (1), the Board generally requires the General Counsel to make an initial showing sufficient to support an inference that the alleged discriminatee's protected conduct was a 'motivating factor' in the employer's decision. Then the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of protected conduct, *Wright Line*, 251 NLRB 1083 (1980), *enfd.* 662 F.2d 889 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393, 399-403 (1983); *American Gardens Management Co.*, 338 NLRB 644 (2002); *General Motors*, 369 NLRB No. 127 (2022).

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Edward Clarke engaged in union activity, but I am unable to infer Respondent was aware of that fact. I decline to rely on the self-serving testimony of Clarke and other General Counsel witnesses to the contrary. Respondent closely monitored the social media on which Clarke's pro-union video was posted, G.C. Exh. 85, 86 and 87. However, there is no evidence it did so before Clarke was terminated. Respondent's animus to union activity is very evident from this record as a whole.

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Any short-cut in aviation safety measures, such as assuring a balanced freight load, can alone or in combination with other factors result in disaster. Clarke was treated disparately compared to at least 2 other employees, G.C. Exh. 5. However, in the absence of convincing evidence of Respondent's knowledge of Clarke's union activity, I dismiss this complaint item.

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### March 18, 2023, Union Rally

The Union organizing committee held a rally to promote its organizing campaign on Saturday, March 18, 2023, in the outside parking lot for the ramp building. This lot is also referred to as the GSE (Ground Service Equipment) lot. The Union announced in advance that Chris Smalls, a former Amazon employee, who was president of the Union at Amazon's facility in Staten Island, New York (JFK8), would speak at the rally, G.C. Exh. 17.

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The ramp parking lot is not within the Area of Air Operations. Prior to March 18, anyone could drive into the parking lot without showing an Amazon identity badge. A public bus stopped in the lot, as did Uber/Lyft drivers, food delivery drivers and other non-employees, Tr. 1088, 1096-97. Respondent did not have a rule or procedure as to how long a non-employee could remain in the parking lot. Manager Kris Moore testified that when he orders food to be delivered to him at work, he would have the delivery person wait in their car while he came out to get it, Tr. 1097. Allowing a Door-Dash driver to wait in the parking lot is not the kind of business need that would entitle Respondent to make an exception that did not also apply to union organizers.

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The committee advertised the rally in advance by posting signs by the public streets around KCVG, social media posts and email. A handbill stated that Chris Smalls, from the Amazon Labor Union in New York, would speak at the rally, G.C. Exh. 17. On March 16,  
 5 Amazon texted its KCVG employees cautioning them not to share their personal contact information with people at work or outside of work. The text continued:

10 It's important to remember you have no obligation to speak to any person or group, including a union organizer, and you have no obligation to share your personal information...

I regard this as direct evidence of anti-union animus. There is no evidence that Respondent cautioned its employees about sharing their personal information with the other non-employees it knew were sometimes in its parking lot.

15 On the day of the rally, Amazon notified its employees of the rally through its A-Z employee portal application. It advised employees to be prepared to show their Amazon employee identity badge to enter the parking lots at KCVG, something Respondent had never done previously.

20 On March 18, Respondent's security personnel manned a checkpoint at the entrance to the ramp parking lot and checked employee badges before allowing cars in the lot.<sup>7</sup> Chris Smalls surreptitiously entered the parking lot in a vehicle with other employees.

#### 25 Table One outside the ramp building

Pro-Union employees set up a table to the side of the entrance of the ramp building.<sup>8</sup> They displayed a union banner and placed union authorization cards on the table. Shortly thereafter Liz Hamed, Respondent's Assistant General Manager and Husam Al Hili, its Aviation Security manager, approached employees Pierce and Martin, who were manning the table, Tr.  
 30 1900-1911.

Hamed testified:

35 There was a table being set up at that point in time right by one of the main entrance walkways. ...the request from myself was just to ask the team not to set the table up in that direct walkway. Knowing that in the next hour and a half, we were going to have shift change and knowing that we didn't understand how large the potential rally would be...

40 Tr.1911-12.<sup>9</sup>

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<sup>7</sup> Some of the security personnel in this case worked for Respondent's Aviation Security (AvSec); some for a security contractor, Allied Security.

<sup>8</sup> This is indicated with a 1 inside a small white square on G.C. Exh. 22.

<sup>9</sup> Al-Hili's testimony establishes that he doesn't recall much at all about what transpired on March 18. He was also led quite a bit by Respondent's counsel. I decline to credit any of his testimony that is not otherwise established as fact.

Hamedì asked the employees to move the table; they refused citing the NLRA. Hamedì and Husam Al Hili came back to the table a second time and again asked the employees to move the table. The employees again refused to do so. On at least one occasion, Hamedì suggested  
 5 the employees move their table to a location where there isn't an entrance to the ramp/GSE building—which would give the Union less access to the employees they wished to solicit.

Video exhibits, G.C. Exhs. 24, 26 and 56, shows the location of table 1 and establishes that it did not impede egress or ingress to the ramp building.<sup>10</sup> They also show that Hamedì was  
 10 very polite and reiterated that the employees were entitled to distribute union literature somewhere in the parking lot. The videos also do not support Al-Hili's testimony that there was a danger of the union table being blown over or its literature being blown all over the parking lot. He admitted that there was no damage, and no injuries caused by the Union tables, Tr. 2031-32.

15 Management, including General Manager Karthik Pandian, visited table 1 several times during the day, asking (or directing) the employees to move. Each time, they refused to do so.

#### Table 2 in the parking lot near the public bus stop

20 Employees Ritze and Hauser pushed 2 or 3 collapsable tables together and set up on a raised relatively wide sidewalk in the ramp parking lot by the public bus stop.<sup>11</sup> They hung a union banner on the tables and placed union literature, authorization cards, buttons and T-shirts on them.

25 Assistant GM Hamedì and Al Hili visited this table after visiting table 1, Tr. 1928-30, G.C. Exh 23. Hamedì asked the employees to move table 2, asserting that the area was too congested. Griffin Ritze told Hamedì that the employees had a right to be in that location and refused to move the table. The video of the encounter does not support Respondent's assertion that the location of table 2 either interfered with the movement of employees or presented a  
 30 safety issue. Neither does G.C. 25, a later confrontation between Ritze and Al Hili. That video shows table 2.

In the video, the Union banner is fluttering only slightly, and the pamphlets and other union literature are not being blown about. The video does not support Respondent's assertion  
 35 that the table was in danger of being blown into the parking lot and damaging vehicles. G.C. Exh. 27, which shows a discussion (or confrontation) between Karthik Pandian and Chris Smalls near the bus stop also does not support Respondent assertion that the location of table 2 created a safety hazard or impeded the movement of employees. In light of this, I credit Nicholas Hauser's testimony that everything on the table was secure, Tr. 547-48. There is no evidence  
 40 that the union tables and materials caused any damage to anyone or anything on March 18 or produced litter on Respondent's property.

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<sup>10</sup> Al-Hili conceded that table 1 did not block the door to the ramp building, Tr. 2033. As I have noted with regard to the tables on November 7-9, Respondent could have video-recorded the area during a shift change. If it did so, it did not introduce such videos. There are no videos or other evidence establishing that the union table presented a legitimate safety concern or that they presented any hazard.

<sup>11</sup> This is indicated with a 2 inside a small white square on G.C. Exh. 22.

*Continuation of the union rally outside of Respondent's property*

5 At the conclusion of the union rally in the GSE (ramp) parking lot, it continued on public property at the corner of Aero Drive and Day One Drive, just outside the gate to the parking lot. Husam Al Hili continued his surveillance of the union supporters outside of the KCVG facility, Tr. 2024-2026, G.C. Exh. 34, as did Mark Guest, Senior Manager for Aviation Security, and others, Tr. 1838-40, 1844-48, 1853-61, G.C. Exh. 54 e.g., at 1721 hours. G.C. Exh. 55.

10 Alleged threat to call the police and/or having Chris Smalls arrested.

15 Steven Kelley testified that Karthick Pandian threatened to have Chris Smalls arrested for trespassing. Pandian denies doing so. I find Kelley's testimony no more credible than Pandian's and dismiss paragraph 6(c)(iii).

Surveillance of union activity on March 18, 2023 (amended complaint paragraph 7(b)(iv))

20 The General Counsel alleges that members of Respondent's management engaged in surveillance when Ritze and Hauser gave speeches from the bed of a truck parked in the ramp parking lot during the union rally. Ritze testified to seeing two managers, Kyle Makemson and Spencer Harvey hanging around the area near the truck. Both Makemson and Harvey credibly testified that they were working inside the facility, not outside during the rally.

25 However, 2 security guards were posted throughout the rally in the GSE (ramp) parking lot, G.C. Exh. 47. They were periodically monitoring the parking lot. G.C. Exhs. 54, 55 and 55a establish that Respondent's security team was closely monitoring the activities at the GSE parking lot throughout the rally. The rally was under video surveillance by Respondent. Respondent's security activity logs, mention, for example, that Griffin Ritze was walking the ramp parking lot at 1431 hours (2:31 p.m.). At 1547 hours Respondent's security recorded that authorization cards were being signed. The log notes that former employee Edward Clarke was being interviewed by the media at 1625 or 1635 hours.

35 Union soliciting while using tables/repeated badge checks

November 7-9, 2023, confrontations

40 Starting on March 23, pro-union employees solicited support for the Union from a 2 x 2 table in the parking garage, outside of level 3 of the sortation building<sup>12</sup>. The table was located immediately inside the bollards, the vertical posts designed to protect pedestrians from cars, facing the doors to the breezeway/skybridge. The area is about 80 feet wide.<sup>13</sup> From the table

<sup>12</sup> They also did this in the ramp surface parking lot.

<sup>13</sup> G.C. witness Joshua Crowell testified that the width was about 40-50 feet Tr. 924.; Griffin Ritze estimated the width to be 80 feet, Tr. 122, which is consistent with Respondent's brief at 6, Crowell estimated the distance from the bollards to the doors of the breezeway to be between 12-20 feet. Jordan Quinn's testimony at Tr. 2209, which I credit, puts the distance from the table to the doors at 15-20 feet. Respondent did not introduce any evidence as to the width of the area, which I infer it possesses, or the

employees distributed union literature, T-shirts, authorization cards, etc. The tables were manned at times to catch employees at a shift change, Tr. 177. Respondent did not interfere with this activity.

5 On November 7, 2023, pro-Union employees set up 2 tables pushed together and an easel to the side of the table in the same location. The tables together were somewhere from between 6 feet wide to 12-15 feet wide and about 1 ½ to 2 feet deep. The easel was about 3 feet x 3 feet and 6-7 feet high, Tr. 923, The easel had on it posterboard soliciting support for the Union, G.C. Exh. 23, (a photograph). The Posterboard asked rhetorically “Where Should the Profits Go? It listed some of the issues that the Union was pushing, such as a \$30 per hour wage, subsidized childcare, etc. It asked employees to place a sticker to indicate which items they supported the most.

15 Draped on the front of the tables was a mock Amazon check made out to “Our Billionaire Executives and Union Busters.” According to the General Counsel’s witnesses, the table was in the same location as the single table had been since March, about 15-20 feet from the doors to the breezeway, Tr. 2209. I credit this testimony.<sup>14</sup> Videos, G.C. Exh. 25a, 81a, R. Exh. 11 show that the table was some distance from the doors to the breezeway and establish that it did not inhibit ingress and egress in and out of the breezeway or to the parked cars.<sup>15</sup> The breezeway is outside the area in which one must show an Amazon ID to gain entrance to the sortation building. Karthik Pandian, Amazon’s general manager, prohibited employees from distributing their literature in the breezeway. This record establishes that Respondent’s ingress, egress and safety concerns were a pretext to inhibit union organizing. Respondent did not present any evidence that any of its expressed concerns were legitimate.<sup>16</sup>

25 Respondent’s agents, including General Manager Pandian, told employees that if they did not remove the larger table and easel, that would constitute insubordination and that they would be subject to disciplinary measures, Tr. 2501-02, G.C. Exh. 81a.

30 *Union distribution from table continues, as do repeated badge checks*

35 During the period employees had the larger table up, they were subjected to repeated badge checks by Respondent’s managers and security personnel to prove they were Amazon employees, far more than ever before. Respondent also began writing down the names of the people at the table R. Exh. 11.

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distance from the tables to the breezeway doors. A qualitative indication of the area’s dimensions and the distance from the table to the doors of the breezeway can be gleaned from G.C. Exhs. 25a and 81a, both videos.

<sup>14</sup> Respondent did not introduce any quantitative evidence regarding the location of the tables and easel. G.C. Exh. 25a shows the width of the area and thus demonstrates that there was plenty of room for people walking to or from the garage to the sortation building to avoid the table.

<sup>15</sup> Respondent’s brief at pg. 22 cites to Griffin Ritze’s testimony. This testimony at Tr. 799-803, nor G.C. Exh. 23, a photo taken by Ritze, nor other evidentiary photos attached to the brief, supports Respondent’s contention that the table inhibited ingress, egress or presented a safety hazard. In fact, Respondent presented no evidence that supports this contention.

<sup>16</sup> Respondent could, for example, have video-recorded the area during a shift change. If it did so, it did not introduce such videos.



While Respondent conducted badge checks regularly, those conducted between November 7 and 18 were done to harass, coerce and intimidate the employees at the table. The purpose of the badge checks is to determine whether an individual is an Amazon employee. This Respondent knew after the first badge check at the table or shortly thereafter. Griffin Ritze and Braeden Pierce, for example, were well-known to managers and security personnel, who could not have had any doubt that they were current Amazon employees.

Moreover, one did not have to be an Amazon employee to be in the parking garage. Respondent did not, as of November 14, 2023, have a policy requiring that a badge be displayed in the garage, G.C. Exh. 67. It also had no reason to believe that the individuals at the tables were doing anything other than distributing union literature. Management and Amazon security repeatedly asked the employees to show their ID badges. One does not need one until they walk through the breezeway/skybridge, enter the sort building and interact with security. Tr. 2535-37.

General Manager Pandian testified that he regularly responded to irregular activity he observed in the KCVG's parking lot, citing one specific example. He did not elaborate as to the circumstances, Tr. 2495-97. The "irregular activity" occurring in the parking garage was union solicitation by Amazon employees, both aspects of which Amazon was aware in subjecting its employees to recurring badge checks.

*Respondent's no structures policy (or oral rule)*

According to Pandian, Respondent has a policy of not allowing anyone to erect a structure on its property, but it ignored that policy with regard to the smaller single table, Tr. 2507-08. Pandian did not know whether Respondent's policy was written, Tr. 2508. I find that Respondent did not establish it had such a policy prior to November 7, 2023. If it did, it would have documentation that either such a policy existed or that it had been enforced. Respondent did not produce any such documentation in response to the General Counsel's subpoena, Tr. 737, leading me to find that no such documentation existed. I discredited Pandian's uncorroborated self-serving testimony in this regard.

If Respondent had such a policy, it violated the Act. Pro-union employees do not have a statutory right to erect tables, but Respondent cannot legally, in the absence of a compelling business reason, forbid them from doing so, if it allows and sanctions employees or others to erect tables on its property for other non-work-related matters, *Honeywell, Inc.*, 262 NLRB 1402 (1982) *enfd.* 722 F. 2d 405 (8<sup>th</sup> Cir. 1993); *Container Corp. of America*, 244 NLRB 318 fn. 2 (1979); *Challenge-Cook Bros, Inc. (Ohio)* 153 NLRB 92 (1965); *Gallup American Coal Co.*, 32 NLRB 823, 829 & ftn. 4 (1941) *enfd.* 131 F. 2d 665 (10<sup>th</sup> Cir 1942).<sup>17</sup>

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<sup>17</sup> *Wal-Mart Stores*, 340 NLRB 703, 709 (1999) cited by Respondent, R Brief at 36-37, is distinguishable from the instant case in that Wal-Mart had a policy prohibiting postings on its bulletin board and did not knowingly allow non-work postings to remain on its bulletin board. Respondent's reliance on *Flamingo Hilton-Laughlin*, 330 NLRB 287 (1999), is similarly misplaced. The judge and Board dismissed the relevant complaint allegation because, unlike the instant case, there was no evidence that the Hilton permitted the posting of any nonwork related items or that it refused employees permission to post any notices relating to union or protected concerted activity, *Id.* at 293. Respondent's reliance on

Assuming Respondent had a no-structures policy prior to November 7, it applied its policy disparately. On November 6, 2023, it authorized 5 tables to be set up in the breezeway/skybridge from which it distributed swag (small items), R. 10 at 1:20; Exh. 11. G.C. 51 a (at minutes 19-22), 51 b pp. 13-14. Tr. 1999-2005. Respondent allowed employees to solicit from tables in the breezeway for causes of which it approved and sanctioned, such as college fairs, Gay Pride, a Black Employee Network, Tr. 1883-85, Tr. 2555-56.<sup>18</sup>

If Respondent had such a policy, it never communicated it prior to November 7, 2023, and reserved to itself the right to enforce it as it saw fit. For both of these reasons, I find, by analogy to *Tri County Medical Center*, 222 NLRB 1089 (1976), discussed herein, this rule or policy violates the Act.

Respondent contends that its Table Restriction did not restrict Section 7 Activity.

Respondent notes that after dismantling the larger table and removing the easel, employees continued to solicit from a smaller table in the parking garage. As Judge Muhl noted in his recent decision in case 13-CA-301810 et. al., the fact that Respondent largely permitted employees to engage in protected conduct means nothing more than that they followed the law. That an employer follows the law on many or most occasions does not justify it violating the Act at a different time.

However, looking at G.C. Exh. 23, it is obvious that the sign on the easel and banner on the table was likely to be more eye-catching and would be more likely to attract potentially interested employees than whatever employees could distribute from the smaller table. Moreover, there is no evidence that Respondent restricted non-union individuals in any manner when they solicited for non-work matters in the breezeway. I infer that it was the message on the easel and banner that motivated Respondent to demand removal of the easel and the larger table. I draw this inference in part from Respondent's obviously discriminatory expulsion of the pro-union employees from the breezeway, a non-work area, in March 2023.

*Respondent violated Section 8(a)(1) by threatening employees with discipline if they did not dismantle the large table and remove the easel in the parking garage.*

Respondent explicitly threatened employees with discipline for engaging in protected activity. Respondent's security personnel also implicitly threatened discipline by recording employees' names. In doing so, Respondent violated Section 8(a)(1).

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*NLRB v. United Steelworkers (Nutone)*, 357 U.S. 364 is also misplaced.

<sup>18</sup> Respondent not only does not challenge former employee Parker Anderson's testimony in this regard, it cites to it at page 19 of its post-trial brief.

Denial of Marcio Rodriguez's request for a Weingarten representative<sup>19</sup>

On November 9, Area Manager Kyle Richardson asked Marcio Rodriguez and Griffin Ritze to attend a "seek-to-understand" (STU) meeting with him. These are investigatory meetings. Rodriguez asked that Ritze be present at his meeting as a witness. Respondent refused Rodriguez's request. Current Board law does not confer any *Weingarten* right on employees who are not represented by a collective bargaining representative, *IBM Corp.*, 341 NLRB 1288, 1289 (2004). Thus, I dismiss this complaint item.

## November 9, 2023 "March on the Boss"

On November 9, approximately 30 off-duty employees entered the sortation building and went to the offices of Respondent's management. The employees first gathered in the area in which management employee cubicles were located.

They asked to speak to General Manager Pandian. Pandian invited the employees into his office. These employees met with Pandian, Kyle Richardson and Mark Guest in Pandian's office. The employees complained about the repeated badge challenges at their tables and other alleged intimidation. They attempted to present Pandian with a copy of an unfair labor practice charge and discussed the Union's demands. Pandian listened and responded. He refused to accept a copy of the charge. He brought up the off-duty policy but did not tell the employees that they were violating that policy. Pandian told the employees he would only listen to them individually, not in a group setting, although he did so. The meeting in Pandian's office lasted for about 20 minutes. Pandian's tone was respectful, G.C. Exh. 27a (video).

## Final written warnings issued on November 18 and 19, 2023

On November 18, 2023, Respondent issued final written warnings to Anthony Robbins, Joshua Crowell, Jordan Quinn, Rubi Gomez, Marisa Krull and Parker Andersson, G.C. Exh. 10. The next day Respondent issued final written warnings to Braeden Pierce, Cuyler Beverly, Marcio Rodriguez, James-Logan Pope-Gould and Griffin Ritze. The warnings were issued for insubordination, failing to remove the table and easel between November 7 and 14.

Several employees filed an internal Amazon appeal of their final written warnings. All of these were denied.

## Second March on the Boss, November 29, 2023

A group of about 30 employees again went to the management offices in the sortation building to protest the disciplinary warnings issued on November 18 and 19. Griffin Ritze, at least, was off duty, he had clocked out. They initially asked to speak to Jessica Stewart, Respondent's site director at KCVG. The employees were told Ms. Stewart was not available. Someone told the employees that they were trying to find someone else to meet with the group. Tr. 382-89.

After waiting for 25-30 minutes, the employees marched around the room for 5-6 minutes chanting slogans while an employee relations meeting was occurring in the room Tr. 823-24. Then they left.

5 Respondent held seek-to-understand meetings with these employees and then issued them documented coachings for violating its Off Duty Access Policy by participating in the November 9 and 29 marches.

10 Since June 30, 2022 Respondent has had in effect a policy at KCVG providing that:

During their off-duty periods (that is, on their days off and before and after their shifts), employees are not permitted inside the building or in working areas outside the building.

*Discipline issued for the 2d March on the Boss*

15 In January 2024, Respondent issued documented coachings to numerous employees who attended the Marches on the Boss on November 9 and 29, G.C. Exh. 71. Among those disciplined were Jason Gay and Griffin Ritze. The coachings were issued for violations of the Off-Duty Policy. They did not contend that the employees were not engaged in protected  
20 activity during these marches, or that they forfeited the protection of the Act.

*Respondent's solicitation policy*

25 Respondent's Owner's Manual and Guide to Employment, G.C. Exh 59 at 17 (Bates # KCVG 010904) provides:

Solicitation

30 The orderly and efficient operation of Amazon's business requires certain restrictions on solicitation of associates and the distribution of materials or information on company property. This includes solicitation via company bulletin boards or email or through other electronic communication media.

The following activities are prohibited:

- 35 • Solicitation of any kind by associates on company property during working time;
- Distribution of literature or materials of any type or description (other than as necessary in the course of your job) by associates in working areas at any time; and
- Solicitation of any type on company premises at any time by non-associates.

40 Examples of prohibited solicitation include the sale, advertising, or marketing of merchandise, products, or services (except as allowed on [forsale@amazon.com](mailto:forsale@amazon.com) alias), soliciting for financial or other contributions, memberships, subscriptions, and signatures on petitions, or distributing advertisements or other commercial materials.

45 The only exceptions to this policy are communications for company-sponsored activities or benefits, or for company-approved charitable causes, or other specific exceptions formally approved by the company. All communications under these exceptions must

also have prior approval of Human Resources. Violation of this policy may result in immediate disciplinary action, up to and including termination of employment.

A rule which requires management's approval in advance is an unlawful restriction on employees' Section 7 rights, *Brunswick Corp*, 282 NLRB 794, 795 (1987); *Teletech Holdings*, 333 NLRB 402, 403 (2001); *Schwan's Home Service*, 364 NLRB 170, 173 (2016).

The records in 09-CA- 311529 and 09-CA-307021 establish that Respondent allowed distribution and solicitation from as many as 15 tables set up in the breezeway for company sanctioned events. Human resources employees distributed such things as t-shirts, and end of shift snacks from tables set up in the breezeway/sky bridge, 09-CA-307021: Tr. 284, other organizations also distributed from tables in the breezeway, 09-CA-331529: Tr.1202-08, 1218-21. On November 6, 2023, Respondent authorized 5 tables to be set up in the breezeway/skybridge from which it distributed swag (small items), R. 10 at 1:20; Exh. 11. G.C. 51 a (at minutes 19-22), 51 b pp. 13-14. Tr. 1999-2005. Respondent has allowed various colleges to solicit and set up tables in the breezeway as part of its Career Choice Program, 09-CA-311529: Tr. 2555-56. Some of these tables were considerably larger than the tables used by the Union in November 2023, Tr 208-21 and were manned by persons not employed by Amazon. Pursuant to this program, colleges are invited to inform employees of their offerings and solicit employees to enroll in Career Choice through their school. Other sanctioned events were also conducted from tables in the breezeway.

*Respondent's off-duty access as applied and enforced at KCVG.*

The General Counsel's brief at page 83 ftn. 17 states that the lawfulness of Respondent's off-duty access rule is not at issue in this case. This policy was found to comply with the Act by Administrative Law Judge Charles Muhl in case 13-CA-301810 et. al. (July 23, 2025). That decision discusses in detail the origins and development of the rule. However, that does not necessarily mean that the rule as enforced and applied at KCVG complies with the Act.

Black letter law is that an employer may limit access to its off-duty employees only to the interior of the plant and other working areas. *Tri-County Medical Center*, 222 NLRB 1089 (1976). In that case, the Board held:

We conclude, in order to effectuate the policies of the Act, that such a rule is valid only if (1) it limits access solely with respect to the interior of the plant and other working areas; (2) is clearly disseminated to all employees ; and (3) applies to off-duty employees seeking access to the plant for any purpose and not just those engaging in union activities. Finally, except where justified by business reasons, a rule which denies off-duty employees entry to parking lots, gates, and other outside non-working areas will be found invalid.

In so far as Respondent prohibited off-duty employees from the breezeway, it violated Section 8(a)(1). Respondent has not presented any justification for application of the rule to the breezeway. Not only did it apply its rule to a non-working area, but the rule was also not sufficiently disseminated to employees and was applied disparately. On the other hand, Griffin

Ritze, who in this case was most directly affected by the rule, was given actual notice of the rule by General Manager Pandian on March 23, 2023 (Case No. 09-CA-307021 at Tr. 287).

Although the off-duty access rule became effective on June 30, 2022, there is no evidence that Respondent ever communicated to employees any rule conforming to the criteria set forth in *Tri County Medical Center*. Amazon posted the rule on the A-to-Z app and the Inside Amazon webpage. That is not sufficient to meet the criteria in *Tri County*. Several employees credibly testified that they were unaware of the rule until November 2023. While the off-duty access rule may have been communicated sufficiently to employees at other Amazon facilities, that was not true at KCVG. There is, for example, no evidence that the off-duty access rule was communicated to employees at the daily stand-up meetings.

The record clearly shows that the off-duty access rule was enforced at KCVG in response to union activity. There is no evidence that Respondent enforced the rule at KCVG prior to being aware of union activity in that facility. The record at KCVG differs from that at other facilities, such as MDW4 in Joliet, Illinois, at which Respondent consistently enforced its off-duty access policy since it was implemented, see Judge Muhl's decision at page 40.<sup>20</sup>

*Respondent's rule against unauthorized structures, the larger table and easel is also illegal for the reasons stated above.*

*Respondent's repeated badge challenges of employees distributing union literature constitutes illegal surveillance and illegal harassment.*

Respondent engaged in surveillance of union activity at KCVG and other facilities at its corporate level, G.C. Exh. 85. It also engaged in surveillance of the social media posts by the Union and pro-union employees, G.C. Exhs 85-87.

Respondent's repeated badge challenges were neither necessary nor justified by the purpose of the badge challenge procedure. Respondent did not have a reasonable doubt that those individuals distributing the literature were Amazon employees. Moreover, the badge challenges in the parking garage were carried out in an area in which an ID badge was not required. The repeated badge challenges not only gave the employees the impression that their activities were under surveillance, they were in fact surveillance and a tactic of intimidation.

*Respondent engaged in illegal interrogation of employees at the seek-to-understand meetings in November 2023.*

Between November 9 and 13, 2024, Respondent conducted "seek to understand" (STU) meetings with a number of employees who had worked at the larger table in the parking garage. Some of the questions sought the names of employees. If answered truthfully, the questions could have elicited information about the union sympathies and activities of employees about whom or about which Respondent was unaware. For example, Jordan Quinn was ordered to a

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<sup>20</sup> The record does not indicate whether Respondent has an open-door policy and how, if it does, that operates in conjunction with its off-duty access policy.

human resources investigation meeting room on the first floor of the sortation building. Tr. 2239-42.

During the 45-minute meeting, HR representative Jenn Steele asked Quinn, the following, G.C. Exh. 14, G.C. Exh. 102 (a):

Do you know who put the table and easel there.

On Tuesday, 11/7 at 2:55pm, were you asked, or did you see anyone else asked, to remove the table/easel? G.C. 102 (a) at 7:00-9:21 minutes.

What exactly was said?

Who else was present for this exchange and could see or hear it?

Under Board law, not every interrogation violates the Act. The Board considers the totality of the circumstances of the interrogation, including whether the employee is an open and active union supporter, whether there is a history of employer anti-union hostility or discrimination, the nature of the information sought, the position of the questioner in the company hierarchy and the place and method of interrogation, *Rossmore House*, 269 NLRB 1176, 1178 fn. 20 (1984). The Board also considers the timing of the interrogation and whether other unfair labor practices were occurring or had occurred.

As discussed herein, I find that the employees were engaged in protected activity when manning the larger table. The questions set forth above constituted illegal interrogation of employees' union activities due to the following factors, the location of the questioning, the context of the questioning, i.e., Respondent's illegal demand to remove the table, its surveillance and harassment of employees at the table and the nature of the information sought. As to the latter, a truthful answer may have divulged the identity of employees' union activities or sympathies of which Respondent was not yet aware.

*All Written Warnings issued to employees for insubordination due to their activity at the table in the parking garage on November 7-9 violate Section 8(a)(3) and (1) of the Act.*

In order to establish a violation of Section 8(a) (3) and/or (1), the Board generally requires the General Counsel to make an initial showing sufficient to support an inference that the alleged discriminatee's protected conduct was a 'motivating factor' in the employer's decision. Then the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of protected conduct, *Wright Line*, 251 NLRB 1083 (1980), *enfd.* 662 F.2d 889 (1st Cir. 1981), *cert. denied* 455 U.S. 989 (1982), *approved in NLRB v. Transportation Management Corp.*, 462 U.S. 393, 399-403 (1983); *American Gardens Management Co.*, 338 NLRB 644 (2002); *General Motors*, 369 NLRB No. 127 (2022).

The warnings issued to employees for their activities at the large table in the parking garage between November 7 and 9 violate Section 8 (a)(3) because the warnings were issued for

protected conduct. Respondent has not demonstrated it would have issued the warnings in the absence of such conduct.<sup>21</sup>

*Discipline and Discharge of Griffin Ritze*

Griffin Ritze began working for Amazon in December 2020. He began working at KCVG in September 2021 as a tug driver.<sup>22</sup> Ritze was a founding member of the Amazon Labor Union at KCVG and one of, if not its most, prominent and visible supporters. In late November 2023, Respondent monitored his social media posts.

On November 19, 2023, Respondent issued Ritze a final written warning for insubordination, i.e., refusing to remove a table and easel outside the sort/ramp entrance between November 7 and 14, 2023. G.C. 10, p. 1. That warning was classified as a Category 1 infraction and remained active for 90 days and thus was still active when Respondent terminated Ritze in January 2024. Category 1 infractions are “regarded as extremely serious and termination may result following one offense,” G.C. Exh 9, 13. Lesser infractions are category 2 or 3 offenses.

Prior to that his last discipline was a final written warning on January 3, 2023, which had a shelf life of 90 days.

On December 1, 2023, Chris Fessler, a human resources specialist held a Seek-To Understand meeting with Ritze. Fessler told Ritze that he was being investigated for violating Respondent’s off-duty access policy, Tr. 433, G.C. Exh. 34 a (audio).

Respondent issued Ritze a documented coaching on January 12, 2024, for violating the off-duty policy on November 29 during the March on the Boss, G.C. Exh. 49.

*Attendance at PYP meetings to which Ritze was not invited*

In the Spring of 2023 and again in the late Fall of 2023, Respondent conducted sessions of “Protect Your Privacy” (PYP) meetings. These meetings included a segment about unionization, generally 15 minutes in length. In December 2023, Employees were allowed to attend by invitation only.

Griffin Ritze attended one of these meetings in April 2023. In December, he attended 2 more and tried to attend 3 others.

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<sup>21</sup> In *Double Eagle Hotel and Casino*, 341 NLRB 112, ftn. 3 (2004) enf’d. 414 F. 3d 1249 (10<sup>th</sup> Cir. 2005), the Board held that where discipline is imposed pursuant to an overbroad rule, that discipline is unlawful regardless of whether the conduct could have been prohibited by a lawful rule. Assuming Respondent could have disciplined the employees under a valid rule, the warnings would still violate the Act.

Since these warnings were issued for protected activity, a *Wright Line* analysis is unnecessary, and probably inapplicable, *Phoenix Transit System*, 337 NLRB 510 (2002) enf’d. 63 Fed. Appx (D.C. Cir. 2003). The employees in question did nothing to forfeit the protections of the Act.

<sup>22</sup> The cart or tractor that moves ULD devices around the facility.



December 1, 2023: Ritze and Marcio Rodriguez showed up at the meeting site as the PYP meeting was ending. They were told by employee relations manager Brian Kurtz that they could not attend such meetings unless sent by their supervisor, G.C. Exh. 33a.

December 3-Ritze attended a PYP meeting to which he had not been invited. He was not on a break. The presenters discussed the Union and told the employees in attendance that if they signed an authorization card, the Union might contact them at any time. Ritze asked why Amazon was not bargaining with the Union at Staten Island.

December 4-Ritze's supervisor, Jordan Strecker approached Ritze and told him that since he had been to a PYP meeting in April, he didn't need to attend another. Strecker did not threaten Ritze with discipline.

December 5, 2023- Ritze attempted to attend another PYP meeting, Tr. 544. Amazon employee relations representative Doran Finley told Ritze he had not been invited and that the meetings were only for employees who hadn't attended one previously.

December 6-Ritze attempted to attend another PYP meeting and was told again that he had not been invited. A manager told him he should return to his workstation. Ritze went back to the tug charging station.

December 8-Ritze attended another PYP meeting. About 25 employees were present. During the meeting Ritze debated with the presenter about the status of the Union at Amazon's facility on Staten Island. This meeting lasted about 40-45 minutes.

Respondent held STU meetings with Ritze, Marcio Rodrigues, Braeden Pierce, Parker Anderson, Jordan Quinn and Joshua Crowell about their attendance at PYP meetings to which they were not invited. Pierce and Quinn were not disciplined for attending PYP meetings to which they were not invited.

*"Self-Assigning" on December 12, 2023*

On December 12, 2023, Ritze started work at about 8:30 a.m. His usual start time was 5:45. Ritze used PTO (paid time off) for the hours he missed. Ritze testified that he went to work in a finger in the sortation building and worked there for about 4-5 hours. He testified he did this because there were no working tugs available. He did not give management any notification that he was doing this, such as by labor tracking with his badge.

Area Manager Jordan Strecker conducted a STU with Ritze that afternoon. Strecker told Ritze that he should have notified him if he could not find a working tug and was working elsewhere, G.C. Exhs. 41a & b. At the end of the conversation Ritze apologized and Strecker said, "no problem man. Appreciate your time though." The tone of the conversation was cordial and Strecker gave Ritze no indication that he was going to be disciplined for the events of December 12.

Respondent's brief at 91 suggests that Ritze was not working during the 4-5 hours in question. Kris Moore's testimony at Tr. 2654-55 establishes that when Respondent located

Ritze, he was at the caster deck on finger 1.<sup>23</sup> Jake Rose, the area manager, who observed Ritze there, did not testify, nor did any other supervisor who worked in the area in which Ritze claims to have been working. Respondent terminated Ritze for self-assigning, not stealing time.

On January 12, 2024, Ritze met with Chris Fessler and Melissa Hehman from Respondent's human resources department. Fessler told Ritze that he was being issued a documented coaching for violating Respondent's Off Duty Policy on November 29, 2023, during the March on the Boss and was being investigated concerning the November 9 march. G.C. Exhs 49, 50a (an audio recording).

Respondent discharged Ritze on January 23, 2024. The reasons stated in Respondent's termination document for the discharge were

Self-assigning on December 12 (doing a task other than that to which he was assigned), a Category 2 violation.

Self-assigning by attempting to attend the PYP meetings between December 1, 3, 5, 6, and 8 a Category 1 violation - insubordination.

G.C. Exh. 4.

#### *Comparative Discipline*

Respondent introduced 24 examples of terminations which it contends disproves the notion that Griffin Ritze was treated disparately. The first 6 examples are as follows:

FD: terminated February 19, 2024- 28 hours off shift-Category 2 violation-self assigning R. Exh. 44 pg. 1

TB terminated March 11, 2023-180 minutes of wasting time. Category 1, R. Exh. 44 pg. 2

LMP terminated November 11, 2023-60 minutes off task-self directing-category 2 R. Exh. 44 pg. 3

AN terminated October 25, 2023-10 minutes off task R. Exh 44 p. 4

JJH-terminated April 5, 2024- off task 146 minutes-6<sup>th</sup> written warning in a rolling 12-month period-resulting in termination. R Exh. 44 pg. 5

NS-terminated February 9, 2023-120 minutes off task, R. Exh. 44 pg. 6

The General Counsel contends that other examples show that Respondent was inconsistent and support a finding of disparate treatment and discrimination against Ritze.

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<sup>23</sup> Areas in the sortation operation are divided into fingers.

R. Exh. 45 MC p. 9---final written warning June 21, 2023--insubordination, refusal to follow supervisor's instructions; yelling at supervisor

5 R. Exh. 45 p. 11, EH-final written warning July 2, 2023--refused to follow supervisor's instructions to work at loading dock.

R. Exh. 45-Pg. 12 KN---final written warning--refusal to follow supervisor's directions to go to assignment.

10 R. Exh. 45-MJ-pg. 14-final written warning May 14, 2022- -ignored supervisor's instructions to stop throwing packages into an empty ULD.

15 R. Exh. 45 pg. 15 JC-final written warning Oct. 31, 2022-refused to follow supervisor's instructions as to where to work.

G.C. Exh. 70 KGR- final written warning November 13, 2023---79 minutes off task.

20 G.C. Exh. 71-JAD-documented coaching January 2, 2024 -being on-site outside of scheduled work hours.

G.C. Exh. 72-Josh Crowell (a prominent union supporter)-documented coaching for being onsite during the Marches on the Boss on November 9 and 29, when not scheduled.

25 G.C. Exh. 75- DN-December 2, 2023-documented coaching for self-assigning.

*The legality of the Ritze discharge*

30 Human Resource Manager Shannon Elam testified that she conducted an investigation of Ritze and recommended termination, Tr. 2598, R. Exh. 40. She did not testify as to whether anyone else was involved. However, if her decision was a recommendation, someone else, who did not testify, adopted her recommendation.<sup>24</sup> I infer this from Elam's testimony at Tr. 2560-63. Elam and her counterpart for the sortation area, Jenn Steele, recommended terminating all the employees involved in the November 7-9 table distribution. That recommendation was reviewed with Elam and Steele's boss, Tiffany Etling, a regional human resources official,<sup>25</sup> Tr. 2516.

35 From this, I infer that Elam consulted with Etling, Steele and possibly others before Respondent finalized its decision to terminate Ritze. Nobody other than Elam testified as to how and why Respondent reached this decision.

40 My inference as to the involvement of others also relies on the testimony of Eli Noneman, who recommended the discharge of Edward Clarke. Noneman had to obtain the approval of higher-level management before Clarke was terminated, Tr. 2676-99. In fact,

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<sup>24</sup> Neither Area Manager Jordan Strecker, nor his superior, Operations Manager Jason Lum testified in this proceeding. They were Ritze's most immediate supervisors.

<sup>25</sup> Also referred to as PXT: Personnel, Experience and Technology.

Noneman also recommended termination of Gary Back, which was not approved, R. Exh. 53 and 54.<sup>26</sup> I infer that Elam had to obtain similar approval to terminate Griffin Ritze.

5 As stated earlier, the reasons stated in Respondent's termination document for the discharge were:

Self-assigning on December 12 (doing a task other than that to which he was assigned), a Category 2 violation.

10 Self-assigning by attempting to attend the PYP meetings between December 1, 3, 5, 6, and 8 a Category 1 violation - insubordination.

G.C. Exh. 4.

15 The termination document starts by summarizing Ritze's previous recent discipline, i.e., "communication history" or behavioral feedback.

20 Final Written Warning November 18, 2023<sup>27</sup> for ignoring Respondent's instructions to remove the large table and easel 10 times between November 7 and 14, a category 1 offense.

Documented Coaching December 28, 2028.

25 The document does not mention the final written warning issued to Ritze on November 18 or 19, 2023 again. Respondent was aware that the legality of its reaction to the November tabling was the subject of unfair labor practice charge 09-CA-330536 filed on November 13.

30 HR manager Elam wanted to terminate all the employees involved in the November 7-9 incident. I infer that Respondent is aware of black letter Board law that any discipline predicated in part on prior illegal discipline violates the Act, *St. Paul Park Refining Co.*, 368 NLRB No. 62 fn. 2, slip opinion at 9 (2019); *Celotex Corp.*, 259 NLRB 1186 fn. 2; (1982); *Dynamics Corp.*, 296 NLRB 1252, 1253-54 (1989 enfd. 928 F.2d 609 (2d Cir 1991)).

35 Despite some misgivings about the completeness of the record regarding Ritze's discharge, I find that while the General Counsel made an initial showing of discriminatory discharge, Respondent met its *Wright Line* burden of proving that it discharged Ritze for non-discriminatory reasons. Ritze did not have a protected right to attend the Protect Your Privacy meetings.

40 Ritze filed an internal appeal of his discharge. General Manager Karthik Pandian handled the appeal personally. Pandian denied the appeal.

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<sup>26</sup> Noneman sought legal advice, which I assume is privileged.

<sup>27</sup> November 19 is the correct date of the final written warning, G.C. Exh. 10.

### Conclusions of Law

Respondent, Amazon.com Services violated Section 8(a)(1) by.

5 Promulgating and maintaining a rule or policy limiting the size of a table from which employees may distribute union material in non-work areas.

Engaging in surveillance and otherwise interfering with employees' union activity.

10 Interrogating employees about their union activities and the union activities of others.

Threatening to Issue and Issuing discipline to employees because they engaged in union activities

15 Harassing and intimidating union supporters with excessive and unnecessary badge checks.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>28</sup>

20

### Order

Respondent, Amazon.com Services, its officers, agents, successors, and assigns, shall

25 1. Cease and desist from

(a) Promulgating and maintaining a rule or policy limiting the size of tables from which employees may distribute union material in non-work areas unless it can establish that the tables present a safety hazard.

30 (b) Engaging in the surveillance of employees' union or other protected activities or creating the impression that it is doing so.

(c) Interrogating employees about their union activities and the union activities of other employees.

35 (d) Issuing discipline to employees for conduct that is protected by Section 7 of the Act.

(e) Harassing and intimidating union supporters with excessive and unnecessary badge checks

(f) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights under Section 7 of the Act.

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<sup>28</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Rescind all discipline issued for the solicitation and distribution activities of union supporters between November 7-9, 2023, including but not limited to the coachings and warnings issued to: Jason Gay, Griffin Ritze, Anthony Robbins, Joshua Crowell, Rubi Gomez, Marisa Krull, Jordan Quinn, Parker Anderson, Braeden Pierce, Cuyler Beverly, James-Loan Pope-Gould and Marcio Rodriguez.

(b) Within 14 days after service by the Region, post at its KCVG facility copies of the attached notice marked "Appendix".<sup>29</sup> The notice shall be in English and in additional languages if the Regional Director determines that a significant number of employees are unable to read English well. Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Electronic notice must also be in languages other than English, if the Regional Director so determines. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 18, 2023.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., August 18, 2025



Arthur J. Amchan  
Administrative Law Judge

<sup>29</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

## APPENDIX

### NOTICE TO EMPLOYEES

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union.  
Choose representatives to bargain with us on your behalf.  
Act together with other employees for your benefit and protection.  
Choose not to engage in any of these protected activities.

WE WILL NOT Promulgate and maintain a rule or policy limiting the size of tables from which employees may distribute union material in non-work areas unless we establish that the tables present a safety hazard.

WE WILL NOT Interrogate employees about their union activities and the union activities of other employees.

WE WILL NOT discipline you for distributing union literature in non-work areas that are not inside areas requiring an active Amazon employee badge, when you are not on duty, such as the breezeway/skywalk between the sortation building and the sortation building parking garage.

WE WILL NOT harass and intimidate union supporters with excessive and unnecessary badge checks

WE WILL NOT create the impression that we are spying on your union activities.

WE WILL NOT spy on your union activity.

WE WILL NOT threaten you for engaging in union or other protected concerted activity.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL rescind all discipline issued for the solicitation and distribution activities of union supporters between November 7-9, 2023, including, but not limited to the coachings and warnings issued to: Jason Gay, Griffin Ritze, Anthony Robbins, Joshua Crowell, Rubi Gomez, Marisa Krull, Jordan Quinn, Parker Anderson, Braeden Pierce, Cuyler Beverly, James-Loan Pope-Gould and Marcio Rodriguez.

Amazon.com Services  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

If you wish to contact an NLRB agent, you may call the Board's toll-free number 1-844-762-6572 or contact the Board's Region 9 office at 550 Main St., Rm 3-111, Cincinnati, Ohio 45202-3271, Tel: 513-684-3686, Hours 8:00-4:30 p.m.

The Administrative Law Judge's decision can be found [www.nlr.gov/case/09-CA-311529](http://www.nlr.gov/case/09-CA-311529) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (513) 684-3686.