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

AMAZON.COM SERVICES LLC

and Case 19–CA–295640

CHEDDI SKEETE, an individual

and Case 19–CA–342087

COMMITTEE OF CORRESPONDENCE OF
AMAZON WORKERS

Ann Marie Skov, Esq.
for the General Counsel.
Daniel Swedlow, Esq., and
Alyson Dieckman, Esq.
for the Respondent.

DECISION

Kimberly Sorg-Graves, Administrative Law Judge.

STATEMENT OF THE CASE

On May 10, 2022, Cheddi Skeete, an individual, and on May 10, 2024, the Committee of Correspondence of Amazon Workers (CCAW) filed unfair labor practice charges against Amazon.com Services LLC (Respondent), docketed by Region 19 of the Board as Case 19–CA–295640 and Case 19–CA–342087. After issuing a complaint and amendments thereto in Case 19–CA–295640, the Region issued an order consolidating Cases 19–CA–295640 and 19–CA–342087 and a consolidated complaint and subsequent amendments thereto alleging that certain portions of specific confidentiality policies of Respondent violate Section 8(a)(1) of the Act. Respondent filed timely answers to the complaint, the consolidated complaint, and their amendments. (GC Exh. 1(a)-(aa).)

A trial was conducted in this matter on Tuesday, December 17, 2024, in Seattle, Washington. Counsel for the General Counsel (CGC), and the Respondent filed post-trial briefs in support of their position by January 28, 2025.

On the entire record, I made the following findings, conclusion of law, and recommendations.

JURISDICTION

Respondent, a Delaware limited liability company, headquartered in Seattle, Washington, with facilities throughout the United States, including in Seattle, Washington, Pendleton, Oregon, and Bellingham, Massachusetts, has been engaged in the business of providing online retail sales throughout the United States. In conducting its operations, Respondent annually derived gross revenues in excess of $500,000 and purchased and received in the State of Washington goods valued in excess of $ 50,000 directly from points outside the State of Washington. (GC Exhs. 1(o) and 1(s).)

At all material times, Amazon.com Services LLC has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

ALLEGED UNFAIR LABOR PRACTICES

Stipulated Facts

The parties agreed to stipulated facts. Counsel for the Acting General Counsel (General Counsel) did not submit any evidence beyond the formal papers and the following stipulated facts:

1. Respondent maintains a “Confidentiality, Noncompetition, and Invention Assignment" Agreement for exempt employees and/or a "Confidentiality and Invention Assignment" Agreement for non-exempt, hourly employees in the United States ("US"). These agreements are collectively referred to as "Agreements.” US employees are required to sign these Agreements as a condition of employment.

2. There are additional state-specific provisions in the "Confidentiality, Noncompetition, and Invention Assignment" Agreements applicable to exempt employees, but those provisions are not at issue in this case. The applicable Agreements are included as Joint Exhibits.

3. On or about August 20, 2021, Respondent required Charging Party Skeete to sign the “Confidentiality, Noncompetition, and Invention Assignment Agreement" attached as Joint Exhibit 2, as a condition of his employment as a salaried, exempt employee, containing the provision set forth below as Issue 1: Paragraph 3.1 Confidentiality and Confidential Information.

4. At all times relevant to the Amended Consolidated Complaint, including at least August 20, 2021, through September 7, 2023, Respondent required its salaried, exempt employees nationwide to sign "Confidentiality, Noncompetition, and Invention Assignment Agreements" attached as Joint Exhibit 2, containing the provision set forth below as Issue 1: Paragraph 3.1 Confidentiality and Confidential Information.

5. At all times relevant to the Amended Consolidated Complaint, including at least November 11, 2023 through May 10, 2024, Respondent has required all hourly employees' and/or nonexempt employees nationwide to sign the "Confidentiality and Invention Assignment Agreement" attached as Joint Exhibit 3, as a condition of employment, containing the provisions set forth below in Issue 2: Paragraph 3.1 Confidentiality and Confidential Information; Paragraph 4.1 Non-Solicitation; and Paragraph 4.2 Non-Interference.

6. The Parties do not object to receipt of the formal papers as offered by Counsel for the General Counsel.

7. The Parties will not issue, and will withdraw, all subpoenas for witness testimony and for the production of documents any of them have served in connection with the hearing scheduled to occur before the Administrative Law Judge beginning on December 17, 2024. (Jt. Exh. 1.)

The parties further stipulated that the following issues are present:

1. Whether the following language, underlined and in bold font below, as set forth in Respondent's "Confidentiality, Noncompetition, and Invention Assignment Agreements" issued to exempt employees violates § 8(a)(1) of the Act:

> *3.1 Confidentiality and Confidential Information.* Employees will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "Confidential Information" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses and pricing; and Amazon pricing policies, marketing strategies, research projects or development, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated business. "Confidential Information" **does not include the terms and conditions of Employee's own employment**. (Jt. Exhs. 1, 2.)

2. Whether the following language, underlined and in bold font, as set forth in Respondent's "Confidentiality and Invention Assignment Agreement" issued to hourlyemployees and/or nonexempt employees violates §8(a)(1) of the Act:

3.1 Confidentiality and Confidential Information. Employees will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "*Confidential Information*" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to **Amazon's business, projects, products, customers, suppliers**, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the **identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information,** including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, **legal affairs,** and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions. (Jt. Exhs. 1, 3.)

4.1 Non-Solicitation. During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) **encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon**. For purposes of this Agreement, "*Customer*" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "*Business Partner*" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement. (Jt. Exhs. 1, 3.)

4.2 Non-Interference. During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) **solicit or otherwise encourage any employee, contractor, or**

> **consultant of Amazon ("*Amazon Personnel*") to terminate any employment or contractual relationship with Amazon**; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.2 restricts Employee from exercising rights protected under the National Labor Relations Act. (Jt. Exhs. 1, 3.)

Evidence Presented by Amazon

Respondent presented one witness, Senior Corporate Counsel Pickett, to present testimony that the reasonable interpretation of its employment agreements does not infringe on Section 7 rights or that Respondent possesses legitimate business justifications for any infringement by the provisions on its employees' Section 7 rights. Pickett oversees Amazon's employment agreements, including "the language that's contained both in the nondisclosure provision and also the post-employment restrictive covenants" that contain "confidentiality and nondisclosure, non-solicitation, and non-interference agreements." (Tr. 23, 24-25.)

Various legal departments handle the enforcement of these policies. For example, the Business Conduct and Ethics department handles potential violations of Amazon policy by current employees, but Pickett's team is also involved if there is a potential disclosure of confidential information or customer solicitation. (Tr. 25.) All hourly/exempt and salaried/non-exempt employees must sign the employment agreements as a condition of their employment. (Tr. 29.)

Pickett's testimony did not provide information or examples of specific business justifications to support any arguable restrictions on employee Section 7 rights. Instead, his testimony consisted more of framing the meaning of the language in the provisions, than any specific need by Amazon to protect certain information. I include the pertinent points from his testimony here.

Pickett testified that in early 2024 Amazon issued an updated "Confidentiality, Noncompetition, and Invention Assignment Agreements" for exempt employees that corrected the "savings clause" to read: "Nothing in this Agreement prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions." (Tr. 48; R. Exh. 1.) Prior to early 2024, this sentence did not include the phrase "or their coworkers." Amazon presented no direct evidence that employees hired before the implementation date of this corrected language were informed that the prior language was rescinded and replaced with the updated language. Pickett testified that the typical practice is to issue new contract policy language to all existing employees but did not state that this practice occurred in this instance.

Pickett emphasized that the agreements limit "confidential information" to proprietary or confidential information of Amazon that is not otherwise generally known to the public. (Tr. 31.) Pickett testified that these restrictions ensure that "Amazon confidential information is not disclosed or used in a way that would competitively disadvantage the company or improperly benefit a competitor." (Tr. 28.) Pickett contends that the language in the agreements needs to be

broad because the size and scope of the company require broad language to protect Respondent's information that is lawful to restrict from being disclosed to the public or competitors. (Tr. 32.)

The complexity of determining if an employee broke the policy is emphasized by Pickett's response to hypothetical questions about whether certain actions by employees would violate the provisions. Pickett responded that he is not a labor lawyer, and he would seek the advice of a labor attorney to make such decisions. (Tr. 34.)

Pickett testified that situations where there is "confidential" information about customers and suppliers, the confidential information is more likely to be the business negotiations or arrangements with them than their identities. He again emphasized that the agreements only pertain to information not publicly known. (Tr. 37, 38.)

Pickett defined "legal affairs" as "information related to a nonpublic legal dispute of some sort." "A negotiation of some sort, a potential dispute with a vendor, supplier, customer, or another company for one reason or another. It might improperly advantage a competitor if you were to tell a competitor that Amazon is having trouble with -- with company X, Y, and Z." (Tr. 39, 40.)

Pickett testified that the restrictive covenants in Sections 4.1 and 4.2 of the agreements are intended to prevent prior employees from soliciting customers or employees of Amazon to benefit their new employer. (Tr. 40, 42, 43.)

Section 4.2 language contains a broader protection against infringing on employees' rights by stating: "Nothing in this Section 4.2 restricts Employee from exercising rights protected under the National Labor Relations Act." (Tr. 44.) This provision is limited by its terms to only Section 4.2. (Tr. 45.)

The term "Amazon's business," "projects," "products," "suppliers," are not defined in the policies referenced in Jt. Exh. 3 (Tr. 50.) The policies do not address boycotting, picketing, handbilling, or the expression of negative comments. (Tr. 55; Jt. Exhs. 2 and 3.)

ANALYSIS

Legal Standards

In evaluating work rules and policies, the Board considers whether the policy would reasonably tend to chill employees in the exercise of their Section 7 rights. *Lafayette Park Hotel*, 326 NLRB 824, 825 (1998), enfd. mem. 203 F.3d 52 (D.C. Cir. 1999). The Board has long held that the mere maintenance of rules may violate the Act without regard for whether the employer ever applied the rule for unlawful purposes. *Rio All-Suites Hotel & Casino*, 362 NLRB 1690, 1698 (2015); *McLaren Macomb*, 372 NLRB No. 58, slip op. at 3 (2023). The Board has also found policies requiring the relinquish of employees' future Section 7 rights unlawful. *McLaren Macomb,* supra, slip op. at 5-6.

If a rule explicitly restricts Section 7 rights, it is unlawful. *Lutheran Heritage Village-Livonia*, 343 NLRB 646 (2004). If it does not, the violation is dependent upon a showing of one of the following: (1) employees would reasonably construe the language to prohibit Section 7

activity; (2) the rule was promulgated in response to union activity; or (3) the rule has been applied to restrict the exercise of Section 7 rights. Id. at 647; *Stericycle, Inc.*, 372 NLRB No. 113 (2023).

Here, the question is whether employees would reasonably construe the portions of the policies at issue to limit the exercise of their Section 7 rights. See *Lafayette Park Hotel*, supra. With respect to facially neutral work rules that may be reasonably interpreted to restrict Section 7 activity, the Board interprets these rules "from the perspective of an employee who is subject to the rule and economically dependent on the employer, and who also contemplates engaging in protected concerted activity." *Stericycle,* supra, slip op. at 9. The Board in *Stericycle* re-established that the proper interpretive focus is from the perspective of a reasonable employee subject to a challenged work rule. Id. at 7-8. A "typical employee interprets work rules as a layperson rather than as a lawyer." Id. Finally, any ambiguity in a rule is interpreted against the drafter. See, e.g., *Lafayette Park Hotel*, 326 NLRB at 828 & fn. 22 (citing *Norris/O'Bannon*, 307 NLRB 1236, 1245 (1992)).

If an employee could reasonably interpret the rule to have a coercive meaning, the General Counsel will carry their burden and the law will be found presumptively unlawful, even if a contrary, noncoercive interpretation of the rule is also reasonable. *Lafayette Park Hotel*, supra at 825; *Stericycle*, 372 NLRB No. 113, slip op. at 9. That is the case, even if the rule could also be reasonably interpreted not to restrict Section 7 rights, and even if the employer did not intend for its rule to restrict Section 7 rights. Id. at 9-10. However, the employer may rebut that presumption by proving that the rule advances a legitimate and substantial business interest, and that the employer is unable to advance that interest with a more narrowly tailored rule. Id. at 10. If the employer proves its affirmative defense, then the work rule will be found lawful to maintain. Ibid.

Exempt Employee Agreement 3.1 Confidentiality and Confidential Information

First, General Counsel contends that Respondent failed to show that its savings clause in the Exempt Employee Agreement 3.1, which was in effect from 2020 to 2024, made the clause compliant with the Act and that there is insufficient evidence that existing employees were issued the 2024 modified version and informed that the 2020 policy version was no longer valid. The savings clause in the version distributed to employees from 2020 to early 2024 states that confidential information "does not include the terms and conditions of Employee's own employment." Almost 2 years after the charge in the initial case was filed in May 2022, the clause was revised in early 2024 to read, "Nothing in this Agreement prohibits Employee's communications about Employee's own or Employee's coworkers' wages, hours, working conditions, or terms of employment."

I agree with General Counsel that a reasonable employee would have interpreted the 2020 version of the provision to prohibit them from discussing other employees' wages, hours, and working conditions of their coworkers, rendering concerted activity on these rights specified in the Act impossible. The language specifically excludes employees' own terms of employment from being covered by the provision without excluding the terms of employment of their coworkers leading to the logical conclusion that they could not inquire about or discuss other employees' terms of employment.

Respondent contends that it cured any such violation when almost 2 years after the first charge was filed, it revised the clause to read, "Nothing in this Agreement prohibits Employee's communications about Employee's own or Employee's coworkers' wages, hours, working conditions, or terms of employment." Respondent failed to submit unequivocal evidence that the new policy was distributed to existing employees and that employees were informed that the prior version was revoked.

To relieve itself of liability for an unfair labor practice, an employer must disavow the conduct in a timely and unambiguous manner, "specific in nature to the coercive conduct" itself. *Passavant Memorial Area Hospital*, 237 NLRB 138, 138-139 (1978), quoting *Douglas Division, The Scott & Fetzer Company*, 228 NLRB 1016 (1977); see also *T-Mobile USA, Inc.*, 369 NLRB No. 50 at p. 1 (2020); *Ark Las Vegas Rest. Corp. v. NLRB*, 334 F.3d 99, 108 (D.C. Cir. 2003). Repudiation further requires "adequate publication...to the employees involved," and "no proscribed conduct on the employer's part after the publication." *Passavant* at 138. Finally, the employer must give "assurances to employees" that the employer will not interfere with Section 7 activity in the future. *Passavant* at 138-139. Because the evidence does not support the finding that Respondent fulfilled these requirements, I find that Respondent failed to prove that it cured any violation of the Act caused by the version maintained from 2020 to 2024.

Accordingly, I find that Respondent's maintenance of its 2020 version of the Exempt Employee Agreement 3.1 Confidentiality and Confidential Information violated Section 8(a)(1) of the Act.

Non-Exempt Employee Agreement 3.1 Confidentiality and Confidential Information

General Counsel contends that the following provisions in the non-exempt employee agreement provision 3.1 unlawfully chill employees' exercise of their Section 7 rights:

> whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to **Amazon's business, projects, products, customers, suppliers…** information concerning the **identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information, customer information. . .**

I agree with CGC that the phrase "relating or pertaining to Amazon's business" is not defined in the document and even read in context it could be interpreted by a reasonable employee to cover many aspects of Respondent's operations. Even if the term business is narrowed by subsequent language in the provision which holds confidential information concerning Respondent's projects, products, customers, suppliers, business partners, and clients, including their names, addresses and contact information, this language is also problematic. The standard for employees sharing information about customers, suppliers, products, and projects of their employers is whether it is acquired by the employees in their regular performance of their duties. *AGA Gas Co*., 307 NLRB 1327, 1331 (1992). This is true even if the information is not generally known but the public could acquire this knowledge with enough diligence, such as by monitoring the delivery of items to and from an employer and their customers, and suppliers. Id. While employers may restrict the dissemination of trade secrets, or otherwise confidential information

shared only with certain employees who have a heightened expectation of confidentiality, Respondent included this language in its policies for all employees regardless of their position. Id.

Furthermore, the savings clause covering this provision only informs employees that the agreement does not prohibit them from discussing their or their coworkers' "wages, hours, working conditions, or terms of employment." The savings clause is silent to other rights protected by the Act, such as the right to request that customers and other outside entities boycott Respondent and use information acquired through their work to engage in such activities.

Finally, the term "legal affairs" is also undefined and could reasonably be interpreted to include any actions taken by the NLRB or discussions amongst employees about whether to initiate various types of legal action against Respondent, the legality of certain policies, and about recently filed suits that are not yet public knowledge. Id.

Respondent's evidence of business justifications for maintaining such provisions is general and likely true about any business. Allowing such general evidence to establish a business justification that supersedes employees' Section 7 rights defies the logic of requiring such evidence. Respondent provided no justification specific to its business needs that would outweigh employees' Section 7 rights. While legitimate reasons may exist for a more narrowly tailored rule addressing some of the issues raised by the bold portions of the Non-Exempt Employee Agreement 3.1 Confidentiality and Confidential Information, it is written more broadly than necessary to address those legitimate situations, and there are no assurances that it would not be applied to restrict all activity protected by the Act.

Accordingly, I find that the portions of Respondent's Non-Exempt Employee Agreement 3.1 Confidentiality and Confidential Information emphasized by bold type also violates Section 8(a)(1).

Exempt Employee Agreement 4.1 Non-Solicitation

General Counsel contends that provision *4.1 Non-Solicitation*'s prohibition against current employees or former employees, during their first 18 months post-employment, from "encourag[ing] any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon."

Likewise, I find that this provision can be reasonably interpreted to prohibit current and former employees from making negative statements about Respondent that do not cross the line into conduct not protected by the Act such as maliciously false statements. Posting negative statements about an employer's employment practices on social media, in a handbill, etc. could reasonably be seen as discouraging others from doing business with Respondent. As discussed above, Respondent must narrowly tailor their rules to guard against reasonable interpretations of their rules that are contrary to the Act.

In its defense, Respondent notes that even if the provision could be interpreted to prohibit engagement in Section 7 rights, its savings clause in provision 3.1 applies to the entire agreement and allows employees to discuss their and their coworkers' wages, hours, and terms and conditions

of work. The disclaimer sentence is tacked onto the end of provision 3.1 and is paragraphs away from the language in provision 4.1. Even if employees understand that the disclaimer applies to provision 4.1, they could still reasonably interpret provision 4.1 to limit lawful negative statements about the employment practices of Respondent. Even Respondent's witness testified that he was unable to determine whether certain conduct would be a violation of Respondent's employment agreements or would be exempted by the applicable savings clause language.

Accordingly, I find that the clause at issue in Respondent's *Exempt Employee Agreement 4.1 Non-Solicitation* rule violates Section 8(a)(1) of the Act.

Exempt Employee Agreement 4.2 Non-Interference

General Counsel contends that provision *4.2 Non-Interference* 12-month prohibition against former employees "encourag[ing] any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon." General Counsel argues that the provision can be interpreted by reasonable employees to unlawfully prevent them from engaging in protected activity such as calling for a boycott of or engaging in lawful picketing against Respondent.

In its defense, Respondent notes that even if the provision could be interpreted to prohibit engagement in Section 7 rights, its savings clause excludes activity protected by the Act. The Board has found general savings clauses insufficient to ameliorate the chilling effect when specific language is used to preclude protected behavior. *Tower Industry, Inc. d/b/a Allied Mechanical*, 349 NLRB 1077, 1084 (2007); *McDonnell Douglas Corp.*, 240 NLRB 794, 802 (1979); *Trailmobile*, 221 NLRB 1088, 1089 (1975). Where an employer "draft[s] language calculated to restrain its employees from engaging in specific protected activity while simultaneously shielding itself from liability through a generally worded 'savings clause' it had to know would not negate the Sec. 7 restraint." *Tower Industry*, supra, at 1077.

I find that Respondent's specific language prohibiting all conduct that could encourage another entity to cease doing business with Respondent is not redeemed by its general savings clause. Therefore, I find the language at issue in Respondent's *Exempt Employee Agreement 4.2 Non-Interference* rule violates Section 8(a)(1) of the Act.

CONCLUSION OF LAW

1. The Respondent, Amazon.com Services LLC, is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

2. Since about August 20, 2021, the Respondent violated Section 8(a)(1) of the Act by maintaining, as a condition of employment, overly broad employee rules.

3. The unfair labor practices committed by the Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent shall post an appropriate informational notice, as described in the attached appendix. This notice, on a form provided by the Regional Director for Region 19, 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 Respondent shall distribute the notice electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notice is not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed its facility, 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 the facility at any time since August 21, 2021.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[1]

ORDER

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

1. Cease and desist from

A. Maintaining overly broad work rules that:

(i) Require employees, as a condition of employment, to sign any agreement that permits employees to only discuss their own terms and conditions of employment;

(ii) Require employees, as a condition of employment, to sign any agreement that includes a provision prohibiting them from discussing "confidential information" when that is defined broadly as relating or pertaining to Respondent's business, projects, products, customers, and suppliers, including the identities of actual or potential business partners and clients and their names, addresses, and contact information, as well as other customer information and legal affairs;

(iii) Require employees, as a condition of employment, to sign any agreement with non-solicitation language prohibiting employees from encouraging any customer or

[1] 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 due under the terms of this Order.

business partner to cease doing business with Respondent or to terminate or limit an existing relationship or arrangement with Respondent;

(iv) Require employees, as a condition of employment, to sign any agreement with non-interference language that prohibits employees from soliciting or otherwise encouraging any employee, contractors, or consultant of Respondent's to terminate any employment or contractual relationship with Respondent.

B. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

A. For each of the listed portions of its employee agreements, inform its employees in writing that it has rescinded the unlawful portions of the employee agreements, or furnish employees with inserts for the current employee agreements that (1) advise that the unlawful provisions have been rescinded, or (2) provide lawfully worded provisions on adhesive backing that will cover the unlawful provision(s); or publish and distribute to employees revised employee agreements that (1) do not contain the unlawful provision(s), or (2) provide [a] lawfully worded provision(s).

(i) Exempt Employee Agreement, 3.1 Confidentiality and Confidential Information: the portion that required as a condition of employment from at least August 2021, through January 1, 2024, that employees sign an agreement that permits employees to only discuss their own terms and conditions of employment;

(ii) Exempt Employee Agreement, 3.1 Confidentiality and Confidential Information: The portion of which requires employees, as a condition of employment, to sign any agreement that includes a provision prohibiting them from discussing "confidential information" when that is defined broadly as relating or pertaining to Respondent's business, projects, products, customers, and suppliers, including the identities of actual or potential business partners and clients and their names, addresses, and contact information, as well as other customer information and legal affairs;

(iii) Exempt Employee Agreement 4.1 Non-Solicitation: The portion of which requires employees, as a condition of employment, to sign any agreement with non-solicitation language prohibiting employees from encouraging any customer or business partner to cease doing business with Respondent or to terminate or limit an existing relationship or arrangement with Respondent;

(iv) Exempt Employee Agreement 4.2 Non-Interference: The portion of which requires employees, as a condition of employment, to sign any agreement with non-interference language that prohibits employees from soliciting or otherwise encouraging any employee, contractors, or consultant of Respondent's to terminate any employment or contractual relationship with Respondent.

Within 14 days after service by the Region, post at its facilities throughout the United States copies of the attached notice marked "Appendix."[2] Copies of the notice, on forms provided by

[2] If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notice must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID–19) pandemic, the notice must be posted within 14 days after the facility reopens

the Regional Director for Region 19, 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, 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. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If 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 August 21, 2021.

Dated, Washington, D.C. December 2, 2025

Kimberly Sorg-Graves

Kimberly Sorg-Graves
U.S. Administrative Law Judge

and a substantial complement of employees has returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]."

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 a representative 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 maintain overly broad rules in our employment agreements that:

(i) Require employees, as a condition of employment, to sign any agreement that permits employees to only discuss their own terms and conditions of employment;
(ii) Require employees, as a condition of employment, to sign any agreement that includes a provision prohibiting them from discussing "confidential information" when that is defined broadly as relating or pertaining to Respondent's business, projects, products, customers, and suppliers, including the identities of actual or potential business partners and clients and their names, addresses, and contact information, as well as other customer information and legal affairs;
(iii) Require employees, as a condition of employment, to sign any agreement with non-solicitation language prohibiting employees from encouraging any customer or business partner to cease doing business with Respondent or to terminate or limit an existing relationship or arrangement with Respondent;
(iv) Require employees, as a condition of employment, to sign any agreement with non-interference language that prohibits employees from soliciting or otherwise encouraging any employee, contractors, or consultant of Respondent's to terminate any employment or contractual relationship with Respondent.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL rescind the unlawful portions of our employee agreements listed below. WE WILL furnish you with inserts for the current employee agreements that (1) advise that the unlawful provisions have been rescinded, or (2) provide lawfully worded provisions on adhesive backing that will cover the unlawful provisions; or WE WILL publish and distribute revised employee agreements that (1) do not contain the unlawful provisions, or (2) provide lawfully worded provisions:

(i) Exempt Employee Agreement, 3.1 Confidentiality and Confidential Information: The portion of which required as a condition of employment from at least August 2021, through January 1, 2024, that employees sign an agreement that permits employees to only discuss their own terms and conditions of employment;

(ii) Exempt Employee Agreement, 3.1 Confidentiality and Confidential Information: The portion of which requires employees, as a condition of employment, to sign any agreement that includes a provision prohibiting them from discussing "confidential information" when that is defined broadly as relating or pertaining to Respondent's business, projects, products, customers, and suppliers, including the identities of actual or potential business partners and clients and their names, addresses, and contact information, as well as other customer information and legal affairs;

(iii) Exempt Employee Agreement 4.1 Non-Solicitation: The portion of which requires employees, as a condition of employment, to sign any agreement with non-solicitation language prohibiting employees from encouraging any customer or business partner to cease doing business with Respondent or to terminate or limit an existing relationship or arrangement with Respondent;

(iv) Exempt Employee Agreement 4.2 Non-Interference: The portion of which requires employees, as a condition of employment, to sign any agreement with non-interference language that prohibits employees from soliciting or otherwise encouraging any employee, contractors, or consultant of Respondent's to terminate any employment or contractual relationship with Respondent.

AMAZON.COM SERVICES LLC

_____

(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.nlrb.gov.

915 2nd Ave Ste 2948
Seattle, WA 98174-1006
Telephone: (206)220-6300
Hours of Operation: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/19-CA-295640 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 SE, Washington, DC 20570-0001, 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.