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MATTHEW J. PLATKIN, Attorney General
of New Jersey, and YOLANDA N.
MELVILLE, Director of the New Jersey
Division on Civil Rights,

Plaintiffs,

v.

AMAZON.COM SERVICES LLC,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – ESSEX COUNTY

DOCKET NO.: _____

CIVIL ACTION
COMPLAINT AND JURY DEMAND

Matthew J. Platkin, Attorney General of the State of New Jersey (the “Attorney General”), and Yolanda N. Melville, Director of the New Jersey Division on Civil Rights (the “Director,” and together with the Attorney General, “Plaintiffs”), by way of this Complaint, hereby allege the following:

INTRODUCTION

1. Defendant Amazon.com Services LLC (“Amazon” or “the Company”), New Jersey’s largest private employer, has systematically violated the civil rights of its pregnant workers and workers with disabilities, discriminating against them and denying them reasonable accommodations in violation of the State’s landmark antidiscrimination law, the New Jersey Law Against Discrimination (“LAD”).

2. Amazon is a household name in online retail. It operates dozens of warehouses in New Jersey and employs approximately 50,000 warehouse workers across the State. As the nation’s leading e-commerce retailer, Amazon has developed a reputation for technological sophistication and supply-chain mastery. In rapidly expanding its e-commerce footprint in New Jersey, however, Amazon has engaged in a pattern and practice of denying critical legal protections to pregnant workers and workers with disabilities in its warehouses in the State, causing enormous harm to the warehouse workers who are the beating heart of Amazon’s operations.

3. This Complaint arises from multiple verified complaints filed with the New Jersey Division on Civil Rights (“DCR”) by Amazon employees in New Jersey alleging that the Company failed to accommodate their disability or pregnancy. In light of the troubling trends reflected in these complaints, DCR launched a systemic investigation into Amazon’s policies and practices for accommodating pregnant workers and workers with disabilities.

4. This investigation revealed that Amazon has violated the rights and compromised the well-being of the thousands of pregnant workers and workers with disabilities who are

employed in its New Jersey warehouses. Pregnant workers and workers with disabilities regularly ask Amazon for reasonable accommodations—so that they can have an equal opportunity to work, earn a paycheck, and contribute to Amazon’s mission without sacrificing their health or being forced into harm’s way. Indeed, over a recent two-year period, warehouse employees in New Jersey made over 27,000 requests for pregnancy- and disability-related accommodations—more than one request per hour of every day. Based on its review of a random sample of these requests, DCR found that Amazon’s responses reflect a remarkable and consistent disregard for the civil rights of pregnant workers and workers with disabilities in its warehouses.

5. When Amazon’s pregnant workers and workers with disabilities request accommodations, Amazon stonewalls them. It forces them through a byzantine accommodations process, imposing rigid and unnecessary paperwork requirements and subjecting workers to unexplained weeks-long delays as part of the process. The irony is stark: while Amazon operates a state-of-the-art shopping platform that features millions of products and tracks millions of packages worldwide in real time, its convoluted processes and poor management of employee accommodation requests leave workers in the dark for weeks on end. In some cases, these administrative hurdles leave workers with no choice but to quit and find employment elsewhere.

6. It gets worse. While Amazon considers employees’ accommodation requests, it automatically places the requesting worker on unpaid leave, denying them a paycheck and a chance to continue working. In some cases, Amazon takes things a step further by penalizing (and sometimes firing) pregnant workers and workers with disabilities who seek an accommodation, thereby retaliating against them for their request. But even when Amazon does not terminate an employee right away, it often unjustifiably denies their accommodation request without considering whether there are alternative accommodations or worksites that could accommodate

the request. And on the rare occasion where it grants an accommodation, Amazon sets those employees up to fail: the accommodations Amazon approves often make it difficult, if not impossible, for the employee to meet the rigid productivity requirements of their position—leading Amazon to terminate workers with accommodations for failing to meet those productivity standards.

7. All of this contravenes the LAD, which prohibits discrimination on the basis of pregnancy or disability. The LAD—and a subsequent 2014 amendment to the LAD, known as the Pregnant Workers Fairness Act (“PWFA”)—requires employers to make reasonable accommodations for pregnant workers and workers with disabilities so long as doing so does not create an undue hardship for the business. It also requires employers to engage in an interactive process with employees to determine what accommodations are possible. Meanwhile, with respect to pregnant workers specifically, the law explicitly identifies “bathroom breaks, breaks for increased water intake, periodic rest, assistance with manual labor, job restructuring or modified work schedules, and temporary transfers to less strenuous or hazardous work” as *per se* reasonable accommodations for pregnant workers. N.J.S.A. 10:5-12(s). The law also makes clear that employers must in some circumstances permit a pregnant employee to temporarily transfer to another position that omits an essential job function.

8. These basic requirements are designed to guarantee that pregnant workers and workers with disabilities, who make up a significant proportion of the workforce, have an equal opportunity to participate in the workforce. They seek to ensure that these workers do not have to decide between their health and their livelihoods. Compliance with these requirements is critical so that the tens of thousands of pregnant workers and workers with disabilities in New Jersey can continue to participate in the workforce and contribute to our State’s economy.

9. Amazon, however, comes nowhere close to complying with these requirements.

10. *First*, Amazon has violated the LAD time and again by automatically placing employees with disabilities and pregnant employees on unpaid leave while their accommodation requests are pending, keeping them on unpaid leave after it denies their requests, and relying on unpaid leave as a default “accommodation.” The consequences of this practice are dire: Amazon denies pay to vulnerable workers who are seeking necessary accommodations. Amazon’s failure to consider alternatives to unpaid leave—especially those that would allow pregnant workers and workers with disabilities to remain in paid positions—violates the LAD.

11. *Second*, Amazon unlawfully retaliates against some employees seeking accommodations by punishing—and even terminating—they, typically shortly after receiving their request. The LAD prohibits employers from retaliating against employees who request an accommodation—and Amazon’s retaliatory firings violate that straightforward prohibition.

12. *Third*, Amazon regularly and unlawfully denies accommodation requests from pregnant workers and workers with disabilities, even when those accommodations would not cause Amazon undue hardship, and without considering whether alternative accommodations are possible or whether other worksites might be able to provide the requested accommodation. In doing so, Amazon fails to meet its obligation to engage in the legally required interactive process when it receives an accommodation request.

13. *Fourth*, Amazon also fails to engage in the legally required interactive process because it closes accommodation requests when workers cannot meet its rigid and unduly short seven-day deadline to provide medical documentation. This results in the improper denial of many accommodation requests and denies workers the interactive process to which they are entitled.

14. *Fifth*, Amazon often unreasonably delays responding to accommodation requests

by pregnant workers and workers with disabilities. Even though Amazon prides itself on fulfilling and delivering customer orders in a matter of hours, it forces workers to endure weeks-long delays while it processes their accommodation requests. In many instances, while awaiting Amazon's response on their requests, workers who need an accommodation are forced onto unpaid leave and compelled to quit. Not only do these long delays fail to satisfy Amazon's obligation to engage in the interactive process in good faith, but they may result in the constructive denial of accommodation requests in violation of the LAD.

15. *Finally*, Amazon applies inflexible productivity metrics to its employees that adversely and disproportionately affect workers with disabilities and pregnant workers who have either been denied accommodations or provided an inadequate accommodation. These employees are victims of Amazon's automated productivity penalty system, which issues productivity-related discipline without screening for the reason an employee has not met the productivity metrics (including whether the employee is awaiting or using an accommodation). Again, the result is that employees with disabilities and pregnant workers are often forced out of their jobs.

16. In short, Amazon's discriminatory practices and systemic failure to accommodate pregnant workers and workers with disabilities have the effect of pushing these employees out of Amazon's workforce—the precise outcome the LAD was intended to prevent.

17. The stakes of non-compliance are especially high in Amazon's case. In recent years, Amazon has rapidly expanded its operations and has employed hundreds of thousands of hourly workers in warehouses across the State. For instance, over a two-year period from July 2021 to June 2023, Amazon employed roughly 200,000 warehouse employees in New Jersey. Amazon's policies therefore have a profound impact on New Jersey's workforce. Amazon's meteoric success also would not be possible without the labor of these hundreds of thousands of warehouse

employees who work to fulfill the millions of orders that consumers place every day.

18. Plaintiffs, New Jersey Attorney General Matthew J. Platkin and Director of the New Jersey Division on Civil Rights Yolanda N. Melville, bring this case under the LAD to redress Amazon's systemic failure to provide workplace accommodations to workers with disabilities and pregnant workers. Plaintiffs bring this government enforcement action on behalf of themselves in the public interest and for the benefit of workers in New Jersey who have or will require accommodations for their pregnancies or disabilities during their employment with Amazon between October 22, 2015, and the present. *See* N.J.S.A. 10:5-13.

19. Plaintiffs seek injunctive and monetary relief to ensure Amazon's compliance with the LAD and to remedy the harm to affected employees. Among other things, Plaintiffs seek an injunction against Amazon's unlawful and discriminatory accommodations policy and practices, as well as civil penalties, compensatory damages for economic losses and other harms suffered by Amazon workers affected by its discriminatory policies and practices, and punitive damages.

JURISDICTION, VENUE, AND PARTIES

20. Plaintiff Matthew J. Platkin is the Attorney General of New Jersey. The Attorney General is charged with enforcing the LAD. N.J.S.A. 10:5-1, *et seq.* The Attorney General is authorized to proceed against any person to compel compliance with any provisions of the LAD or to prevent violations or attempts to violate any such provisions and to file a complaint in Superior Court alleging violations of the LAD. N.J.S.A. 10:5-8.2, 10:5-13.

21. Plaintiff Yolanda N. Melville is the Director of the New Jersey Division on Civil Rights ("DCR"). The Director ("Director") of DCR administers the LAD on behalf of the Attorney General. DCR, having offices located at 31 Clinton Street, Newark, New Jersey 07102; 140 East Front Street, Trenton, New Jersey 08625; 5 Executive Campus, Cherry Hill, New Jersey 08002; and 1601 Atlantic Avenue, Atlantic City, New Jersey 08401, is charged with preventing and

eliminating discrimination in employment, housing, and access to public accommodations, as well as preventing interference with rights protected under the LAD. The Director brings this action in her official capacity pursuant to her authority under N.J.S.A. 10:5-8.2 and N.J.S.A. 10:5-13.

22. Defendant Amazon.com Services LLC runs Amazon's warehouse operations, including the Amazon fulfillment centers, sortation centers, and other facilities in the State of New Jersey. At all relevant times, Amazon has been registered to do business in the State of New Jersey.

23. This Court has jurisdiction over Plaintiffs' LAD claims pursuant to N.J.S.A. 10:5-8.2 and N.J.S.A. 10:5-13.

24. Venue is proper in Essex County pursuant to New Jersey Court Rule 4:3-2(a)(3) and N.J.S.A. 10:5-8.2(b) because the conduct giving rise to this action occurred at least in part in Essex County.

FACTUAL ALLEGATIONS

I. Amazon's Warehouse Operations Have Long Prioritized Productivity Over the Rights of Pregnant Workers and Workers with Disabilities.

25. Amazon operates dozens of warehouses in New Jersey for its e-commerce retail business. At these warehouses, workers pack, sort, and ship products. Some Amazon warehouses are fulfillment sites where workers pack a multitude of smaller products, while other fulfillment sites are specifically designated for processing extra-large and heavy items (*e.g.*, furniture and large home appliances). At Amazon's "sortation centers," workers sort already-packaged orders by final destination and load them onto trucks for delivery.

26. Amazon has a documented history of worker-protection concerns.

27. Amazon imposes rigid efficiency standards for its warehouse employees, who often work under physically taxing and dangerous conditions at Amazon facilities, all while being closely monitored by Amazon's productivity-tracking technology.

28. A report summarizing the findings of an investigation by the U.S. Senate Committee on Health, Education, Labor, and Pensions stated:

Through its investigation, the Committee found extensive evidence of a corporate culture obsessed with speed and productivity. This culture, driven by relentless productivity demands, has resulted in systemic safety failures and high rates of injury. Amazon expects workers to move at unsafe rates and in unsafe conditions that cause workers to be injured far more frequently than they are at other warehouses. Workers told the Committee about Amazon regularly ignoring safety concerns, ordering workers to stay in roles that were causing them pain, denying workers needed medical care or pressuring them to return to work too soon, and refusing accommodations for work-related injuries as well as disabilities.

29. The Senate Report also specifically addressed—and strongly criticized—Amazon’s “byzantine” disability accommodations system:

Amazon is an incredibly sophisticated company with some of the most advanced logistics capabilities in the world: there is no doubt that Amazon knows how to design and implement efficient and effective processes. But by Amazon’s standards—indeed, by any standards—Amazon’s accommodations process for injured and disabled workers is shockingly deficient. It is confusing, convoluted, and sometimes even cruel. At every step of the process, from the initial request for accommodations to implementation and enforcement, workers are confronted with significant obstacles. The accommodations process is so difficult that, from workers’ perspectives, it sometimes appears designed to discourage them.

30. Amazon’s treatment of pregnant workers is equally troubling.

31. One Amazon employee described to the media that she “pleaded repeatedly with her manager and the warehouse’s human resources for lighter duty, and submitted a doctor’s note to Amazon’s human resources requesting pregnancy accommodations.” Amazon denied her requests, such that she had to continue working in an exceptionally strenuous “packer” job, which required her to lift bins of “merchandise that weighed up to 50 pounds off conveyor belts on 10-hour shifts.” The employee ultimately miscarried at work and eventually had to resign from her position because she had run out of “personal time off” days during the miscarriage.

II. Amazon's Byzantine Accommodations Policies and Practices

32. Amazon's convoluted accommodations policies and practices make it nearly impossible for many pregnant workers and workers with disabilities to obtain accommodations that enable them to continue working in Amazon's warehouse facilities.

33. Amazon's disability and pregnancy accommodation process is centralized through an internal group called Disability and Leave Services ("DLS").

34. DLS maintains written policies on disability and pregnancy accommodations that apply to all warehouse employees, and DLS deploys a set of practices to handle accommodation requests based on those policies.¹

35. Specifically, Amazon maintains an "Accommodation Process" that governs the procedures for employees in all New Jersey warehouses to request and receive necessary accommodations. Amazon has maintained an Accommodations Policy, and other policies and procedures, governing this process throughout the time period relevant to this Complaint.

36. The Accommodation Process can be distilled into four steps.

37. *First*, Amazon directs employees seeking accommodations to contact DLS by phone, email, or an online self-service platform to make an accommodation request.

38. *Second*, once the employee makes the accommodation request, DLS requires the employee to submit "medical documentation" from their healthcare provider within seven days of initiating the request. Some employees do not make it past this step: if an employee does not submit paperwork within seven days, Amazon automatically closes their request.

39. Although Amazon's internal policies state that it "generally does not require

¹ In February 2022, Amazon modified how it sorts accommodation requests to collate multiple requests made by the same employee. This minor organizational change does not appear to have substantively improved Amazon's handling of accommodation requests.

medical documentation for pregnancy-related” accommodations unless the employee requests leave, in practice, it still requires pregnant employees to submit paperwork when they request accommodations and closes their requests for failure to provide documentation.

40. While an employee’s request is pending, Amazon’s policy also allows DLS to unilaterally place the requesting employee on unpaid leave.

41. *Third*, and only if it receives the medical documentation, DLS reaches out to the employee’s worksite to ask whether the site can provide the requested accommodation. DLS does not ask the worksite to consider alternative accommodations.

42. *Fourth*, once the site indicates whether it can provide the accommodation, DLS acts solely as a conduit for conveying the site’s determination. If a site claims that it cannot provide an accommodation, DLS does not undertake any independent inquiry into the appropriateness of that decision, nor does it ask for or propose alternatives. It also does not contact nearby worksites about potential accommodation opportunities.

43. If Amazon denies the requested accommodation, it defaults to placing the employee on unpaid leave. Amazon refers to this as “Leave as an Accommodation” or “Leave as Accommodation” (“LEA”), a leave of absence (“LOA”), or, plainly, “leave.”

44. DCR’s investigation confirmed that Amazon subjects its New Jersey employees with disabilities and pregnant employees to an arduous and ineffective accommodations process.

45. Amazon’s processing and recordkeeping systems for accommodation requests are alarmingly poor, and particularly jarring given the capabilities of this tech giant. Amazon refers to the key pieces of an employee’s accommodation request as a Disability and Leave Integration (“DALI”) file, but the information contained within DALI files is scattered across multiple databases and often appears incomplete.

46. Amazon's poor organization cannot be attributed to a lack of resources. Instead, Amazon's byzantine accommodations process reflects the absence of any institutional commitment on Amazon's part to comply with New Jersey's employee accommodations law.

III. Amazon's Accommodations Policies and Practices Violate the LAD.

47. Amazon's utter failure to comply with the LAD is reflected in six overlapping policies and practices maintained by Amazon that often result in the systematic denial of legally required accommodations to pregnant workers and workers with disabilities, or in discipline (up to and including termination) of those individuals due to their need for an accommodation.

48. *First*, Amazon unlawfully places pregnant employees and employees with disabilities who request an accommodation on unpaid leave. *Second*, Amazon retaliates against employees who seek accommodations, often taking disciplinary action against them very shortly after they make an accommodation request. *Third*, Amazon denies reasonable accommodations outright that would not cause Amazon an undue hardship and without considering alternatives. *Fourth*, Amazon imposes stringent medical documentation requirements that unduly impede workers from obtaining reasonable accommodations. *Fifth*, Amazon's processes create significant delays in handling accommodation requests, all while workers awaiting a decision are left on unpaid leave. *Finally*, even when a worker receives an accommodation, the accommodation often becomes ineffective based on Amazon's rigid productivity metrics, which Amazon uses to penalize workers with accommodations and drive out workers whose accommodations are denied.

A. Amazon Unlawfully Places Pregnant Employees and Employees with Disabilities Who Request an Accommodation on Unpaid Leave.

49. Amazon's internal documents confirm that, if employees do not provide documentation or the site claims that it "could not accommodate," its policies require employees to "remain on or be referred to leave." In DLS training slides, Amazon notes that its

“Accommodations Consultants” are responsible for “[c]ommunicat[ing] the denial reason” to employees and “[p]lac[ing] the employee on leave of absence (if not already on leave).”

50. Amazon also trains these Accommodations Consultants—who are meant to assist employees requesting accommodations—that unpaid leave is “a reasonable accommodation in most circumstances.” This policy violates the LAD, which prohibits employers from placing employees needing accommodations on leave as a default.

51. Amazon does not limit this policy of placing workers on unpaid leave to situations where a leave of absence is necessary to reasonably accommodate an employee’s disability or pregnancy. Instead, Amazon uses leave indiscriminately: it often places employees with disabilities and pregnant employees on unpaid leave while their accommodation requests are pending, keeps them on unpaid leave after it denies their requests, and relies on unpaid leave as its foremost accommodation, even if not requested.

52. The LAD and PWFA contemplate that employers will ensure that employees seeking accommodations have the opportunity to keep working. Amazon’s practices, which place pregnant workers and workers with disabilities on unwanted leave when they request accommodations, are flatly contrary to the requirements of the LAD and PWFA. Put simply, involuntary leave is not a legal accommodation under the LAD or PWFA.

53. *First*, Amazon places droves of employees on leave while their accommodation requests are pending. That leave is unpaid unless the employee can use another type of paid time off to cover the leave.

54. The practice of automatically placing employees on unpaid leave begins at the start of the accommodations process. And when an employee submits their medical paperwork to extend their accommodations, DLS also places them on unpaid leave while it confirms if the

worksite can continue the accommodation.

55. For example, in one case, a pregnant employee reported to Amazon's Ethics Hotline that she requested use of a wheelchair as an accommodation, and she was instructed to submit medical documentation to support that request. The employee was automatically placed on leave while her accommodation request was pending and was told that she would have to remain on leave "[i]f Amazon does not approve the accommodations." The Ethics Hotline found no violation of Amazon's accommodations policies, as the system had functioned exactly as it was designed.

56. In another case, one employee who sought to extend their disability accommodations was placed on unpaid leave after submitting medical paperwork. The employee asked DLS, "[A]m I going to get paid . . . for the days that I am missing? Because I didn't ask to be on LOA[, and] I have rent soon." DLS did not change course on placing the employee on unpaid leave and simply stated that it would notify the employee when the site responded. The employee remained on unpaid leave while the site delayed its response for a week.

57. In yet another case, an employee attempted to continue working without an accommodation to avoid being placed on unpaid leave while their accommodation request was being processed. But they reported to DLS that "they [were] having trouble with their manager because they have returned to work and the manager mentioned [that,] without the approved accommodation, they aren't able to place them in different positions and they shouldn't be working." The employee told DLS that "they were threatened with having security remove them from the building." Shortly thereafter, the employee "tried to return to work, but they were forced to leave from their work because the [accommodation] case has [not] been approved." In short, the employee was forced to take leave and could not report to work or receive a paycheck while their accommodation request was pending with Amazon.

58. *Second*, once Amazon denies an employee's accommodation request, it defaults to placing or keeping them on unpaid leave.

59. Indeed, where the denial is based on an employee's purported failure to provide sufficient medical documentation, Amazon includes the following stock language in its accommodation denial letter: "[I]t was determined that you were unable to provide sufficient documentation to support your accommodation request by its due date and therefore, require a leave of absence."

60. Similarly, in an email to a fulfillment warehouse employee denying her requested disability accommodations, DLS wrote, "[S]ince your site is unable to accommodate your restrictions, you have been automatically placed under [a] leave of absence until the duration of your restrictions, for your own safety." The employee repeatedly noted that she "did not request a leave of absence" and asked DLS, "[W]ho is responsible for my pay?"

61. In another instance, an employee filed a claim with Amazon's Ethics Hotline after Amazon denied her accommodation. Amazon's Ethics investigation justified the denial by noting that the role the employee sought as an accommodation was not consistently available, and that Amazon therefore denied the accommodation request wholesale. Rather than continue the interactive process to identify another possible accommodation, the employee was "placed on a medical leave due to inability to accommodate."

62. Amazon's Accommodation Policy and associated practices of placing employees who request accommodations on unpaid leave unlawfully penalize them for seeking accommodations by forcing them out of work and into a financially stressful situation.

63. Indeed, Amazon's policies make clear that, in addition to losing their salaries, employees placed on unpaid leave after requesting an accommodation experience significant

adverse consequences. Amazon may suspend vesting for their stock-option awards; stop providing sign-on bonus payments; cut off the employee's access to medical, 401(k), and life insurance benefits; and pass the employee over for an annual review.

B. Amazon Retaliates Against Employees Who Seek Accommodations.

64. Not only does Amazon unlawfully place pregnant workers and workers with disabilities who seek accommodations on unpaid leave, but it also regularly retaliates against these employees in violation of the LAD.

65. The LAD prohibits retaliation against employees for exercising or attempting to exercise their rights under the law. This prohibition means that an employer cannot retaliate against an employee for requiring, requesting or using a reasonable accommodation. An employer cannot fire, demote or otherwise penalize an employee as a result of that employee seeking or using an accommodation.

66. DCR's investigation identified several concerning practices that indicate Amazon has retaliated against pregnant workers and workers with disabilities due to their need for an accommodation.

67. One practice that emerged from DCR's investigation is that Amazon has terminated or constructively terminated workers on numerous occasions just days or weeks after their initial request for an accommodation.

68. For example, one employee notified Amazon that they had "trouble lifting heavy things, reaching for things [on] the highest shelf and moving at speed that enables me to hit rate"—that is, to meet Amazon's productivity targets. Instead of working with the employee to find a suitable accommodation that would allow the employee to "hit rate," Amazon automatically closed the employee's request after seven days and terminated the employee a mere two weeks later.

69. In other instances, after denying employees' requested accommodations, and without considering any alternative accommodations, Amazon has left those employees no option but to resign based on the Company's refusal to fully evaluate whether it has a suitable role available for them. Thus, Amazon also constructively terminates employees in lieu of reasonably accommodating them in violation of the LAD.

70. For example, after placing an employee on leave for weeks during the pendency of their accommodation request, Amazon denied their request. The employee called DLS to ask "what's going on with their accommodation," as "[t]hey were advised to remain on [leave] until getting [an] accommodation" but had not heard anything for two weeks. After denying the request, DLS told the employee that they had "exhausted" their leave time and "can not [sic] stay on [leave]," meaning their only option was to "speak with the manager" and local HR department about their "employment status." Because the employee could not work without an accommodation nor remain on leave, they were left with no choice but to quit or be terminated.

71. Even when Amazon purportedly grants accommodations, it fails to ensure those accommodations are being implemented properly at worksites and penalizes employees for reasons directly attributable to their accommodations.

72. For example, a pregnant employee received an accommodation that permitted her to take additional breaks and restricted her from lifting items heavier than 15 pounds. Less than a month after the accommodation was approved, she was terminated for "not meeting the packing numbers," even though her approved accommodations directly and necessarily caused a decrease in the number of items she was able to pack each shift.

73. Another employee raised an internal complaint with Amazon after they were terminated for having a "negative" unpaid time balance. The employee complained that their

supervisor demanded that they push items that were “double or triple” the weight of their lifting restriction. The employee then accrued a “negative” unpaid time balance when they felt compelled to leave work before the end of their shift because their supervisor refused to properly implement their approved accommodation.

74. Likewise, an employee was granted an accommodation that imposed a twenty-pound lifting restriction. Despite being approved for the accommodation, the employee’s worksite required them to continue performing job duties outside of their stated restrictions. One month before the accommodation was set to expire, the employee was terminated.

75. Moreover, employees whom Amazon forces onto involuntary unpaid leave are punished when their allotted leave runs out. DCR’s investigation revealed that Amazon has terminated employees after their leave time ran out for “Unpaid Time Off Overdraft.”

76. Amazon’s retaliatory actions send a chilling message to its employees, signaling to them that they may be fired if they request an accommodation. That serves to dissuade Amazon’s warehouse employees from requesting accommodations in the first place.

C. Amazon Unlawfully Denies Reasonable Accommodations Without Considering Alternative Accommodations.

77. Amazon also regularly denies reasonable accommodations even when granting the accommodation would not cause the Company undue hardship. Indeed, Amazon frequently makes no effort to consider whether the requested accommodation would actually impose an undue hardship and fails to identify alternative accommodations that could address the documented needs of pregnant workers and workers with disabilities who request accommodations.

78. The LAD requires that Amazon provide reasonable accommodations unless doing so will cause the Company undue hardship.

79. Amazon’s internal policies acknowledge that the interactive process requires

discussing alternative accommodations and—while not the correct standard under the LAD—advises worksites to provide “a valid business rationale” for denying accommodation requests.

80. In reality, however, worksites are not held to these standards.

81. Amazon does not require worksites, for instance, to explain that the accommodation would impose a significant difficulty or expense for the Company, as is necessary to demonstrate an undue hardship. And worksites frequently do not consider—let alone provide workers with—any alternative to their requested accommodation.

82. This failure in the interactive process is especially egregious because Amazon already has a formal “temporary light duty program” at its worksites, which provides for alternative job positions. Amazon’s policies define temporary light duty roles as “temporary, meaningful work roles with lighter physical demands” that “were created specifically for associates who are not able to complete the functions of a standard Amazon process path due to restrictions imposed by disability, injury, illness, or pregnancy.”

83. However, on numerous occasions, sites have simply responded to an accommodation request by stating that “[n]o [temporary light duty] or openings” fit the employee’s limitations or that the site is unable to accommodate “due to the lifting restrictions.” DLS then merely tells the employee that their site cannot accommodate without requesting any additional explanation or considering alternative accommodations.

84. The LAD also requires employers to thoroughly evaluate suitable positions for pregnant workers and workers with disabilities, including job reassignment or temporarily transferring them to another worksite as a reasonable accommodation.

85. While this should be routine for Amazon, given that its worksites must efficiently communicate with each other to fulfill thousands of retail orders a day, that coordination is entirely

absent when Amazon handles employees' accommodation requests.

86. Once a worksite tells DLS that it cannot accommodate a worker's request, DLS often makes no effort to contact other sites about their ability to accommodate. This results in DLS swiftly denying an accommodation request if just one site purports to be unable to accommodate.

87. Likewise, DLS consistently fails to propose alternatives when a worksite says the preferred accommodation is infeasible, and it proceeds to deny the accommodation wholesale rather than pressing worksites to engage in the mandatory interactive process. Even when DLS occasionally seeks further information from worksites that claim they cannot accommodate, it still ultimately defers to the site without assessing if other sites could accommodate.

88. For instance, DLS asked a site whether it could accommodate an employee's request for temporary "seated work only." The site responded: "My understanding is that all [temporary light duty] roles are currently filled." About one week later, DLS asked the site for "confirmation" to "cover all bases." The site followed up with a nearly identical, ambiguous response: "[i]t is a confirmation below. All [temporary light duty] roles are filled." DLS did not inquire with the worksite as to whether there were other available accommodations nor whether there were any other sites that had temporary light duty roles available. Instead, it told the employee that it could not accommodate their disability and placed them on leave.

89. Furthermore, with respect to pregnant workers, Amazon knows that New Jersey is a state that *requires* it to place pregnant workers in temporary light duty roles. Indeed, Amazon's internal policies recognize that it must find temporary light duty roles for pregnant workers regardless of whether those roles are available at the employee's site, including directives to engage in "Sister Site Placement" if a site denies a pregnant worker's accommodation request.

90. Nonetheless, Amazon routinely denies pregnant workers' accommodation requests

without complying with its obligation to provide temporary light duty or to look at placing pregnant employees at other worksites or warehouses in New Jersey.

D. Amazon’s Stringent Medical Documentation Requirements Needlessly Prevent Workers from Obtaining Pregnancy and Disability Accommodations.

91. Amazon also rigidly enforces its short seven-day deadline for employees to submit medical documentation supporting their accommodation requests and closes requests immediately if the deadline is missed—resulting in wrongful denial of accommodations and impeding the interactive process that Amazon is required to engage in under the LAD.

92. As part of its Accommodation Process, unless an employee has an “obvious” disability (*e.g.*, using a wheelchair), DLS requires the employee to submit “medical documentation” from their healthcare provider within seven days of opening an accommodation request. Amazon’s medical form requires a healthcare provider to disclose the nature of the employee’s condition, whether the employee needs work restrictions or other accommodations (*e.g.*, accessible materials, equipment, or therapeutic devices), and the duration of the restrictions.

93. The consequences of failing to provide documentation by this deadline are strictly enforced: Amazon closes the accommodation request immediately when the deadline is up.

94. DCR’s investigation revealed numerous examples of Amazon immediately closing employees’ accommodation requests if they did not submit their documentation within seven days. On occasion, when Amazon closed requests on this basis, it did not even explain to employees how or whether the request could be reopened.

95. Under the LAD, once an accommodation request has been made, Amazon is required to engage in a good-faith effort with the employee to identify reasonable accommodations, including options beyond what the employee initially proposes.

96. But Amazon’s policy of summarily closing an employee’s request if they cannot

meet the short seven-day deadline prematurely terminates the statutorily required interactive process and interposes an unreasonable barrier to obtaining accommodations.

97. With respect to pregnant workers, Amazon's practices on submitting medical paperwork are particularly confusing. Amazon's internal Standard Operating Procedure ("SOP") on Pregnancy Accommodation states plainly that "Amazon does not require medical documentation for pregnancy-related accommodation requests unless the request involves time away from work resulting in leave." However, Amazon leads pregnant workers down a circuitous path that does not comport with its policy.

98. In the first stock email that DLS sends to an employee after they request a pregnancy- or disability-related accommodation, it advises that medical documentation is required "unless . . . [y]ou are pregnant and work in a State that does not require medical documentation for certain requests." New Jersey is a state that does not require pregnant workers to submit medical documentation for certain requests. But the email does not specifically indicate as much; it does not provide a list of states or other resources for the employee to determine whether they work in a state that does not require medical documentation. Even if the employee has reviewed both the SOP and this email, they are left directionless on whether they need to provide medical documentation and must navigate Amazon's convoluted accommodation system on their own.

99. It is therefore unsurprising that Amazon often denies accommodations to pregnant workers based on their failure to provide documentation.

100. For example, one pregnant worker requested an accommodation from Amazon to avoid lifting heavy items because the worker was "at a high risk of having a miscarriage." The day after the employee did not submit medical documentation by the seven-day deadline, Amazon closed the case for lack of paperwork, did not inquire why the employee had not provided

documentation or offer to assist the employee in obtaining documentation, and did not provide any accommodation to the worker.

101. Pursuant to the LAD and Amazon's policies, pregnant employees should not have to submit any paperwork for basic, temporary limitations. Nonetheless, Amazon fails to follow its own policies and the law by demanding that pregnant employees submit paperwork (even for non-leave accommodations), hastily closing the requests, and creating undue delay in processing pregnancy-related accommodations.

E. Amazon Unduly Delays Processing Accommodation Requests.

102. Amazon's internal policies instruct worksites to respond to a DLS request within one business day. In reality, however, sites are often slow to respond to DLS's inquiries. The site's delay means that days or weeks (sometimes several) pass before DLS provides employees with a response to their request. Given that Amazon's default is to place these individuals on leave—as opposed to providing interim accommodations or adjusting expectations during the pendency of their request—these long delays have dire consequences. They remove employees from the workforce, and often from their pay, while DLS and the site consider their request—effectively stopping short the interactive process from the start.

103. For example, in one case, ten days lapsed between an employee providing medical documentation to substantiate their need for a disability-related accommodation and their New Jersey site responding to say that it could not accommodate the employee's lifting restriction and had no other suitable roles. The employee was forced to be at home on unpaid leave during that ten-day period. During that ten-day period and afterwards, Amazon made no effort to further the interactive process by looking for alternative accommodations at this or any other worksite. Instead, DLS simply emailed the employee to inform them their accommodation request was denied and they would be required to remain on leave.

104. In another instance, a site waited two weeks to respond to DLS's inquiry about an accommodation for a pregnant employee. DLS reached out during the two-week period to inform the site that the pregnant employee requesting accommodations was "eager to return to work and [they were] also experiencing a severe level of hardship due to not having worked in almost a week." The site did not respond until almost a week after that. While the employee waited, there was no recourse or temporary accommodation provided for the employee experiencing a "severe level of hardship" while they waited to hear back about their accommodation.

105. Another pregnant employee requested accommodations to temporarily change their break schedule and job duties. Amazon promptly closed the accommodation request after the paperwork deadline lapsed. The employee was eventually able to re-open their request and submitted documentation. But DLS then took two weeks to respond and still did not provide any accommodation once it did.

106. Amazon itself has recognized that these delays expose it to significant legal liability. In one case where an employee requested an accommodation for a disability, DLS wrote to their worksite: "This is our 3rd attempt for this [accommodation] request. We have made several attempts to receive a response for an accommodation for your associate's restrictions. We are now . . . at risk of escalation and violation of ADA [the Americans with Disabilities Act] regulations and guidelines." Yet, Amazon still did nothing more to ensure that the site provided a timely response to this accommodation request.

107. Employees are harmed when Amazon allows worksites to delay accommodations with impunity. Amazon sends these employees to languish on unpaid leave while awaiting a determination that may come only weeks later—and if their request is denied, Amazon leaves them at a dead end, as it fails to consider alternative accommodations in violation of the LAD.

F. Amazon’s Rigid Productivity Metrics Undo the Accommodations Amazon Grants and Drive Out Workers Who Are Denied Accommodations.

108. Amazon’s demanding “productivity” quotas and automated discipline system disproportionately penalize pregnant employees and workers with disabilities by impeding the provision of reasonable accommodations and failing to account for approved accommodations.

109. Amazon is notorious for its productivity metrics. Amazon subjects all warehouse employees—including New Jersey workers—to monitoring of their productivity “rates,” going so far as documenting every bathroom break and minutes spent “off task,” while setting grueling hourly and daily goals that workers must meet for completing tasks.

110. Indeed, a U.S. Senate Report found that Amazon requires warehouse workers in “stowing,” “picking,” and “packing” roles to stow items 350 times per hour, pick items 450 times per hour, and pack items up to 600 times per hour—making it essential that employees work every second to keep up with these extremely demanding rates.

111. DCR’s investigation uncovered that Amazon’s productivity policies and practices ultimately penalize workers who require or are granted accommodations for their disability or pregnancy. Amazon disciplines workers for failure to meet rates, including by issuing “write-ups” and terminating employees, even where their lower productivity is attributable to Amazon’s failure to provide them with their needed accommodation or due to an inadequate accommodation that does not allow them to perform the essential duties of their job.

112. Amazon’s policies and practices are deficient in several critical respects.

113. *First*, Amazon’s policies fail entirely to address how to handle an employee’s temporary inability to meet their productivity rates during the pendency of an accommodation request. Amazon’s policies explicitly prohibit “[r]ate, productivity and quality [] adjust[ments] for an accommodation,” even temporarily while appropriate accommodations are being put in place.

114. The result is that Amazon uses productivity requirements to justify disciplinary action against employees with pending accommodation requests, including terminating those workers for failing to meet its productivity standards. In some instances, Amazon terminates workers who request accommodations for productivity just days or weeks after their initial request for a job accommodation.

115. When Amazon delays decision-making on accommodation requests, workers with disabilities and pregnant workers inevitably perform worse at their jobs under Amazon's productivity metrics, leading to discipline—and sometimes to termination.

116. In one case, for example, an employee opened an accommodation request for “standard restrictions” related to her pregnancy. Due to mistakes made by Amazon's Accommodation Consultant, the request was delayed and “erroneously” closed for lack of paperwork when “documentation was not required for standard [pregnancy-related] restrictions.” The employee was then required to submit a second request for accommodation. During the time her requests were pending, Amazon held her to the same performance expectations and kept her in her same position. Amazon gave the employee three warnings for “poor productivity”—the first of which was issued the *day after* her initial accommodation request. Three days after her second request, Amazon terminated the employee for “not making rate.” Amazon's internal investigation “did not confirm” that the employee was terminated due to her pregnancy, though the Company reinstated her with backpay.

117. *Second*, Amazon's failure to grant many reasonable accommodations altogether ends up resulting in employees whose accommodations are wrongfully denied being penalized for not meeting their productivity requirements.

118. Amazon does not alert a manager or DLS when an employee who requests or has

an accommodation is unable to meet productivity rates so that Amazon can re-engage in the interactive process, including to determine if an alternative accommodation may allow the employee to meet their rate.

119. One employee, for example, notified Amazon that they had a disability that gave them “trouble lifting heavy things, reaching for things [on] the highest shelf and moving at speed that enables me to hit rate.” Instead of working with the employee to find a suitable accommodation that would allow them to “hit rate,” Amazon automatically closed their request after seven days without providing any accommodation, and, a mere two weeks later, terminated the employee for “Performance-Productivity.”

120. *Third*, Amazon also issues productivity write-ups to workers with disabilities and pregnant workers even when their accommodation *itself* is the reason for their lower rates.

121. Amazon automatically issues productivity write-ups to employees. For example, its computer systems are programmed to trigger productivity write-ups for the lowest performing employees at any given worksite.

122. But before issuing discipline, Amazon does not re-engage the employee in the interactive process to consider job restructuring, temporary light duty roles, or placement at different worksites. Instead, the Company relies on its automated systems to dole out discipline for productivity without human review, placing employees with disabilities and pregnant workers at greater risk of receiving improper write-ups and being terminated for lack of productivity.

123. Indeed, Amazon penalizes pregnant workers and workers with disabilities when it implements accommodations that are inadequate to address their needs, such that they do not aid workers in meeting the productivity metrics set for their job roles.

124. In one case, Amazon approved a pregnant employee’s accommodation that

permitted her to take additional breaks and allowed her an exemption from lifting items heavier than 15 pounds. However, the employee's manager instructed her to weigh each item on her own before she lifted it because "the system" could not preemptively determine the weight of the item. Less than a month after the accommodation was approved, she was fired for "not meeting the packing numbers"—in other words, for reduced output. Amazon did not revisit the accommodation or instruct the manager to account for the accommodation in how it assigned her packages.

125. Amazon has been on notice that its productivity metrics unfairly penalize pregnant workers and workers with disabilities who request and obtain accommodations.

126. In one case, Amazon purportedly granted an employee's needed accommodation to avoid lifting and bending. Due to his restrictions, the employee could not count packages in bins above his head or below his waist. Despite Amazon granting an accommodation, it left the onus on the employee to determine which of his assigned bins he could count given his restrictions, and even recognized that the employee "cannot access every item to count." Because he could not count bins that were "too high or low," his productivity slowed. Amazon then wrote up the employee for "low count rate," explicitly telling him that "accommodations do not permit any employees to have a lower rate of performance." As even Amazon's own internal investigation later confirmed, the write-ups directly resulted from the employee's disability limitations. Ultimately, Amazon recommended that those write-ups be removed, and that management reassign the employee to a role more suitable for his abilities.

127. Few other employees, however, see a similar reversal of Amazon's discriminatory treatment. Amazon often issues write-ups for productivity to employees with disabilities and pregnant employees who requested accommodations without ever removing the discipline from their records, leading to termination of these employees in some cases.

128. *Fourth*, even when Amazon approves accommodations that would allow workers to meet the Company’s productivity standards, it fails to exercise the necessary, consistent oversight to ensure that those accommodations are being honored at its worksites.

129. For example, one employee with a herniated disc received an accommodation that placed weight restrictions on the items he would be required to pack. Despite this accommodation, the worksite continually staffed him in an area that required him to pack boxes exceeding the weight limit. The employee’s requests to move to other areas that would have accommodated him were repeatedly denied. His supervisor then wrote him up for “productivity” because he couldn’t “keep up with the pace” demanded of him.

130. In another case, an employee was granted an accommodation for back pain that limited him from lifting more than twenty pounds. Despite this accommodation, his worksite forced him to continue working the same job as before—a job that required work plainly inconsistent with his stated limitations. A month before his accommodation was set to expire, the employee was terminated for “productivity.”

131. In short, Amazon’s rigid “productivity” quotas and automated discipline system disproportionately penalize pregnant employees and workers with disabilities.

CAUSES OF ACTION

COUNT ONE

DENIAL OF REASONABLE ACCOMMODATIONS IN VIOLATION OF N.J.S.A. 10:5-4.1, N.J.S.A. 10:5-12(a), N.J.S.A. 10:5-29.1 (ON BEHALF OF WORKERS WITH DISABILITIES)

132. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

133. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

134. Unnamed Amazon employees are “persons” as that term is used in the LAD.

135. The LAD makes it unlawful for an employer to discriminate against workers with disabilities. N.J.S.A. 10:5-4.1, N.J.S.A. 10:5-12(a), N.J.S.A. 10:5-29.1. This includes requiring employers to provide reasonable accommodations to workers with disabilities unless the employer can demonstrate undue hardship. N.J.A.C. 13:13-2.5. New Jersey regulations also outline potential accommodations and require employers to consider the availability of such accommodations before taking any adverse action against employees with disabilities. N.J.A.C. 13:13-2.5.

136. Amazon knows that its New Jersey facilities have and do employ individuals with disabilities (as defined by N.J.S.A. 10:5-5(q)), as evidenced by tens of thousands of accommodation requests from New Jersey workers in recent years.

137. Since October 22, 2015, Amazon has implemented an Accommodation Process policy that does not adequately engage workers with disabilities seeking accommodations in an interactive process, resulting in the Company denying reasonable accommodations, placing individuals on involuntary unpaid leave, and failing to offer alternative accommodations or looking across worksites for suitable positions.

138. The LAD violations described herein were committed by Amazon with the actual participation of upper management and/or willful indifference. These LAD violations were especially egregious because Amazon's conduct was malicious, wanton, or reckless.

139. As a direct and proximate result of Amazon's LAD violations, workers with disabilities suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT TWO

DENIAL OF REASONABLE ACCOMMODATIONS IN VIOLATION OF N.J.S.A. 10:5-12(a), (s) (ON BEHALF OF PREGNANT WORKERS)

140. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this

Complaint as though fully set forth herein.

141. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

142. Unnamed Amazon employees are “persons” as that term is used in the LAD.

143. The Pregnant Workers Fairness Act (“PWFA”), an amendment to the LAD, requires employers to provide reasonable accommodations to pregnant employees when they request accommodations “based on the advice of [a] physician,” unless the employer demonstrates “that providing the accommodation would be an undue hardship on the business operations of the employer.” N.J.S.A 10:5-12(s).

144. The PWFA explicitly states that “bathroom breaks, breaks for increased water intake, periodic rest, assistance with manual labor, job restructuring or modified work schedules, and temporary transfers to less strenuous or hazardous work” are reasonable accommodations that must be provided to pregnant workers who request them. N.J.S.A 10:5-12(s).

145. To provide a pregnant worker with a reasonable accommodation, an employer may be required to permit a pregnant employee to temporarily transfer to a position that omits an essential job function.

146. Amazon knows that its New Jersey facilities have and do employ pregnant employees who require accommodations based on the advice of their physicians.

147. Since October 22, 2015, Amazon has implemented an Accommodation Process policy that does not engage pregnant workers seeking related accommodations in an interactive process, resulting in reasonable accommodations being denied, individuals being placed on unpaid leave, and no alternative accommodations being offered.

148. The LAD violations described herein were committed by Amazon with the actual participation of upper management and/or willful indifference. These LAD violations were

especially egregious because Amazon's conduct was malicious, wanton, and/or reckless.

149. As a direct and proximate result of Amazon's LAD violations, pregnant workers suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT THREE

FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF N.J.S.A. 10:5-4.1, N.J.S.A. 10:5-12(a), N.J.S.A. 10:5-29.1 (ON BEHALF OF WORKERS WITH DISABILITIES)

150. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

151. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

152. Unnamed Amazon employees are "persons" as that term is used in the LAD.

153. Under the LAD, when an employee with a disability (as defined by N.J.S.A. 10:5-5(q)) requests an accommodation from their employer, the employer must engage in good faith in the interactive process to identify a reasonable accommodation.

154. An employer violates the LAD when it fails to engage in the interactive process in good faith, regardless of whether an adverse employment action occurs.

155. Since October 22, 2015, Amazon has failed to engage in the interactive process by, inter alia: (1) defaulting to unpaid leave as a putative accommodation and forcing employees onto unpaid leave while considering their accommodation request; (2) imposing an unduly short seven-day deadline for medical documentation and closing accommodation requests for failure to meet the deadline; (3) delaying accommodation requests and denying accommodations irrespective of whether they cause an undue burden; (4) failing to consider alternative accommodations if the requested accommodation is not feasible or look across New Jersey worksites for suitable positions after it concludes that an accommodation within an employee's

site is not workable; and (5) otherwise failing to offer or provide reasonable accommodations to qualified employees with disabilities who seek accommodations.

156. The LAD violations described herein were committed by Amazon with the actual participation of upper management and/or willful indifference. These LAD violations were especially egregious because Amazon's conduct was malicious, wanton, or reckless.

157. As a direct and proximate result of Amazon's LAD violations, workers with disabilities suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT FOUR

FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF N.J.S.A. 10:5-12(a), (s) (ON BEHALF OF PREGNANT WORKERS)

158. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

159. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

160. Unnamed Amazon employees are "persons" as that term is used in the LAD.

161. Under the LAD, when a pregnant employee requests an accommodation from their employer, the employer has an obligation to engage in good faith in the interactive process to identify a reasonable accommodation.

162. An employer violates the LAD when it fails to engage in the interactive process, regardless of whether an adverse employment action occurs.

163. Since October 22, 2015, Amazon has failed to engage in the interactive process by, inter alia: (1) defaulting to unpaid leave as a putative accommodation; (2) imposing an unduly short seven-day medical documentation deadline and closing accommodation requests for failure to meet the deadline; (3) failing to follow its own policy of waiving paperwork requirements for

pregnancy-related accommodations that do not require leave, including by closing pregnant workers' non-leave accommodation requests for lack of paperwork; (4) delaying responses to accommodation requests and denying accommodations irrespective of whether they cause an undue burden; (5) failing to consider alternative accommodations if the requested accommodation is not feasible or look across New Jersey worksites for suitable positions after it concludes that an accommodation within an employee's site is not workable; and (6) otherwise failing to offer or provide reasonable accommodations to pregnant employees who seek accommodations.

164. The LAD violations described herein were committed by Amazon with the actual participation of upper management and/or willful indifference. These LAD violations were especially egregious because Amazon's conduct was malicious, wanton, or reckless.

165. As a direct and proximate result of Amazon's LAD violations, pregnant workers suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT FIVE

DISABILITY DISCRIMINATION (DISPARATE TREATMENT) IN VIOLATION OF N.J.S.A. 10:5-4.1, N.J.S.A. 10:5-12(a), N.J.S.A. 10:5-29.1 (ON BEHALF OF WORKERS WITH DISABILITIES)

166. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

167. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

168. Unnamed Amazon employees are "persons" as that term is used in the LAD.

169. The LAD makes it unlawful for an employer to discriminate against employees because of disability, N.J.S.A. 10:5-4.1, N.J.S.A. 10:5-12(a), N.J.S.A. 10:5-29.1, including with respect to the terms, conditions, and privileges of employment.

170. The LAD prohibits disparate treatment of employees with disabilities.

171. Amazon knows that its New Jersey facilities have and do employ individuals with disabilities (as defined by N.J.S.A. 10:5-5(q)), as evidenced by tens of thousands of accommodation requests from New Jersey workers in recent years.

172. Since October 22, 2015, Amazon has discriminated against workers with disabilities by creating and applying policies and practices that, inter alia: (1) force employees with disabilities onto involuntary unpaid leave while accommodation requests are pending and after accommodation requests are denied, in lieu of considering alternative accommodations; (2) impose an unduly short seven-day medical documentation deadline and close accommodation requests for failure to meet the deadline; (3) default to unpaid leave as a putative accommodation; (4) delay responses to accommodation requests, deny accommodations without regard for whether they pose an undue burden, and fail to propose alternative accommodations; (5) fail to consider job restructuring, reassignment, temporary transfers, or other similar accommodations before taking adverse action against employees with disabilities based on “productivity” or other performance-related reasons; and (6) penalize, up to and including termination, employees with disabilities or otherwise taking adverse actions shortly after they request accommodations or return from disability-related leave, including disciplining or terminating them for “productivity” or other reasons that are directly affected by their disability or Amazon’s failure to accommodate their disability.

173. As a result of Amazon’s unlawful disability discrimination, Amazon has adversely affected the compensation, terms, conditions, and privileges of employment of workers with disabilities, including by placing them on unpaid leave, issuing disciplinary write-ups, and terminating their employment.

174. The LAD violations described herein were committed by Amazon with the actual

participation of upper management and/or willful indifference. These LAD violations were especially egregious because Amazon's conduct was malicious, wanton, or reckless.

175. As a direct and proximate result of Amazon's LAD violations, workers with disabilities suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT SIX

PREGNANCY DISCRIMINATION (DISPARATE TREATMENT) IN VIOLATION OF N.J.S.A. 10:5-12(a), (s) (ON BEHALF OF PREGNANT WORKERS)

176. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

177. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

178. Unnamed Amazon employees are "persons" as that term is used in the LAD.

179. The LAD prohibits discrimination because of pregnancy with respect to the terms, conditions, and privileges of employment. N.J.S.A. 10:5-12(a), N.J.S.A. 10:5-12(s).

180. The LAD prohibits disparate treatment of pregnant employees.

181. Amazon knows that its New Jersey facilities have and do employ pregnant employees who require accommodations based on the advice of their physicians.

182. Since October 22, 2015, Amazon has discriminated against pregnant workers by creating and applying policies and practices that, inter alia: (1) force pregnant workers onto involuntary and largely unpaid leave while accommodation requests are pending and after accommodation requests are denied, in lieu of providing reasonable accommodations as required by the PWFA; (2) impose an unduly short seven-day medical paperwork deadline and close accommodation requests for failure to meet the deadline; (3) fail to follow its own policy of waiving paperwork requirements for pregnancy-related accommodations that do not require leave

and closing pregnant workers' non-leave accommodation requests for lack of paperwork; (4) default to unpaid leave as a putative accommodation; (5) fail to adequately engage in the interactive process, such as by delaying responses to accommodation requests, denying accommodations without regard for whether they pose an undue hardship, and failing to propose alternative accommodations; (6) fail to consider job restructuring, reassignment, temporary transfers, or other similar accommodations before taking adverse action against pregnant employees based on "productivity" or other performance-related reasons; and (7) penalize, up to and including termination, pregnant employees or otherwise taking adverse actions shortly after they request accommodations or return from pregnancy-related leave, including disciplining or terminating them for "productivity" or other reasons that are directly affected by their pregnancy or Amazon's failure to accommodate their pregnancy.

183. As a result of Amazon's unlawful pregnancy discrimination, Amazon has adversely affected the compensation, terms, conditions, and privileges of employment of pregnant workers, including by placing them on unpaid leave, issuing disciplinary write-ups, and terminating their employment.

184. The LAD violations described herein were committed by Amazon with the actual participation of upper management and/or willful indifference. These LAD violations were especially egregious because Amazon's conduct was malicious, wanton, or reckless.

185. As a direct and proximate result of Amazon's LAD violations, pregnant workers suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT SEVEN

DISABILITY DISCRIMINATION (DISPARATE IMPACT) IN VIOLATION OF N.J.S.A. 10:5-4.1, N.J.S.A. 10:5-12(a), N.J.S.A. 10:5-29.1 (ON BEHALF OF WORKERS WITH

DISABILITIES)

186. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

187. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

188. Unnamed Amazon employees are “persons” as that term is used in the LAD.

189. The LAD makes it unlawful for an employer to discriminate against employees because of disability, N.J.S.A. 10:5-4.1, N.J.S.A. 10:5-12(a), N.J.S.A. 10:5-29.1, including with respect to the terms, conditions, and privileges of employment.

190. The LAD prohibits the use of facially neutral policies or practices that have a disparate impact on an employee with a disability or many employees with disabilities.

191. Amazon knows that its New Jersey facilities have and do employ individuals with disabilities (as defined by N.J.S.A. 10:5-5(q)), as evidenced by tens of thousands of accommodation requests from New Jersey workers in recent years.

192. Since October 22, 2015, Amazon has maintained facially neutral policies and practices related to “productivity” standards that disparately impact workers with disabilities. Amazon applies stringent productivity metrics to its employees, including issuing performance-related discipline through automated systems that fail to take into account when an employee’s reduced productivity may be attributable to a disability that can be accommodated and/or to use of an accommodation.

193. These facially neutral policies and practices disproportionately and adversely impact workers with disabilities who are awaiting accommodations, have been denied reasonable accommodations, or who have been provided with inadequate accommodations.

194. These practices are not necessary to meet a substantial, legitimate, nondiscriminatory interest, and less discriminatory alternatives exist that could serve any putative

substantial, legitimate, nondiscriminatory interest.

195. As a result of Amazon's unlawful disability discrimination, Amazon has adversely affected the compensation, terms, conditions, and privileges of employment of workers with disabilities, including by placing them on unpaid leave, issuing disciplinary write-ups, and terminating their employment.

196. The LAD violations described herein were committed by Amazon with the actual participation of upper management and/or willful indifference. These LAD violations were especially egregious because Amazon's conduct was malicious, wanton, or reckless.

197. As a direct and proximate result of Amazon's LAD violations, workers with disabilities suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT EIGHT

PREGNANCY DISCRIMINATION (DISPARATE IMPACT) IN VIOLATION OF N.J.S.A. 10:5-12(a), (s) (ON BEHALF OF PREGNANT WORKERS)

198. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

199. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

200. Unnamed Amazon employees are "persons" as that term is used in the LAD.

201. The LAD prohibits discrimination because of pregnancy with respect to the terms, conditions, and privileges of employment. N.J.S.A. 10:5-12(a), N.J.S.A. 10:5-12(s).

202. The LAD prohibits the use of facially neutral policies or practices that have a disparate impact on pregnant employees.

203. Amazon knows that its New Jersey facilities have and do employ pregnant employees who require accommodations based on the advice of their physicians.

204. Since October 22, 2015, Amazon has maintained facially neutral policies and practices related to “productivity” standards that disparately impact pregnant workers. Amazon applies stringent productivity metrics to its employees, including by issuing performance-related discipline through automated systems that fail to take into account when an employee’s reduced productivity may be attributable to pregnancy and/or use of an accommodation (*e.g.*, additional break time).

205. These facially neutral policies and practices disproportionately and adversely impact pregnant workers who are awaiting accommodations, have been denied reasonable accommodations, or who have been provided with inadequate accommodations.

206. These practices are not necessary to meet a substantial, legitimate, nondiscriminatory interest, and less discriminatory alternatives exist that could serve any putative substantial, legitimate, nondiscriminatory interest.

207. As a result of Amazon’s unlawful pregnancy discrimination, Amazon has adversely affected the compensation, terms, conditions, and privileges of employment of pregnant workers, including by placing them on unpaid leave, issuing disciplinary write-ups, and terminating their employment.

208. The LAD violations described herein were committed by Amazon with the actual participation of upper management and/or willful indifference. These LAD violations were especially egregious because Amazon’s conduct was malicious, wanton, or reckless.

209. As a direct and proximate result of Amazon’s LAD violations, pregnant workers suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

COUNT NINE

UNLAWFUL RETALIATION AGAINST WORKERS WITH DISABILITIES IN

VIOLATION OF N.J.S.A. 10:5-12(d)

210. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

211. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

212. Unnamed Amazon employees are “persons” as that term is used in the LAD.

213. The LAD makes it unlawful to retaliate against workers with disabilities who exercise their rights under the statute by requesting accommodations. N.J.S.A. 10:5-12(d).

214. Amazon employees engage in protected activity by requesting accommodations for disability.

215. Since October 22, 2015, Amazon has retaliated against employees with disabilities, in violation of N.J.S.A. 10:5-12(d). As a direct consequence of employees engaging in protected activity, Amazon places those employees on unpaid leave, issues discipline, up to and including termination, or otherwise takes adverse actions that would dissuade a reasonable employee from engaging in protected activity.

216. In many cases, Amazon takes adverse action against employees who request accommodations very shortly after the accommodation request was made.

217. The above-described actions constitute unlawful employment actions in violation of the LAD.

218. The LAD violations described herein were committed by Amazon with the actual participation of upper management and/or willful indifference. These LAD violations were especially egregious because Amazon’s conduct was malicious, wanton, or reckless.

219. As a direct and proximate result of Amazon’s LAD violations, workers with disabilities suffered damages, including, but not limited to, humiliation, embarrassment, emotional

distress, and mental pain and anguish.

COUNT TEN

**UNLAWFUL RETALIATION AGAINST PREGNANT WORKERS IN
VIOLATION OF N.J.S.A. 10:5-12(d), (s)**

220. Plaintiffs repeat the allegations set forth in the preceding paragraphs of this Complaint as though fully set forth herein.

221. Amazon is an employer as defined by N.J.S.A. 10:5-5(e).

222. Unnamed Amazon employees are “persons” as that term is used in the LAD.

223. The LAD makes it unlawful to retaliate against pregnant workers who exercise their rights under the statute by requesting accommodations. N.J.S.A. 10:5-12(d), N.J.S.A. 10:5-12(s).

224. Amazon employees engage in protected activity by requesting accommodations for pregnancy.

225. Since October 22, 2015, Amazon has retaliated against pregnant employees, in violation of N.J.S.A. 10:5-12(d), (s). As a direct consequence of employees engaging in protected activity, Amazon places employees on unpaid leave, issues discipline, up to and including termination, or otherwise takes adverse actions that would dissuade a reasonable employee from engaging in protected activity.

226. In many cases, Amazon takes adverse action against employees who request accommodations very shortly after the accommodation request was made.

227. The above-described actions constitute unlawful employment actions in violation of the LAD.

228. The LAD violations described herein were committed by Amazon with the actual participation of upper management and/or willful indifference. These LAD violations were especially egregious because Amazon’s conduct was malicious, wanton, or reckless.

229. As a direct and proximate result of Amazon's LAD violations, pregnant workers suffered damages, including, but not limited to, humiliation, embarrassment, emotional distress, and mental pain and anguish.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully petition this Court for judgment as follows:

- A. Finding that Amazon committed the acts or omissions set forth in this Complaint;
- B. Finding that such acts or omissions constitute violations of the LAD or in furtherance of violating the LAD;
- C. Ordering Amazon, its officers, agents and employees to cease and desist from engaging in discriminatory policies and practices against employees with disabilities;
- D. Ordering Amazon, its officers, agents, and employees to cease and desist from engaging in discriminatory policies and practices against pregnant employees;
- E. Ordering Amazon to modify its policies, practices, and procedures as necessary to ensure its practices and procedures do not discriminate against employees with disabilities;
- F. Ordering Amazon to modify its policies, practices, and procedures as necessary to ensure its practices and procedures do not discriminate against pregnant employees;
- G. Ordering Amazon to provide appropriate training to its officers, agents, and employees on reasonable accommodations for workers with disabilities and pregnant workers under the LAD;
- H. Ordering Amazon to submit to monitoring and reporting requirements through DCR for a period of five years, including, but not limited to, internally tracking and reporting to DCR the number of accommodation requests received, granted, and denied;

- I. Awarding compensatory damages to all aggrieved persons, including all unnamed victims, for lost wages and benefits, humiliation, emotional distress and mental pain and anguish caused by Amazon's unlawful conduct;
- J. Assessing punitive damages against Amazon;
- K. Assessing a civil monetary penalty against Amazon for each and every violation of the LAD in accordance with N.J.S.A. 10:5-14.1a;
- L. Granting Plaintiffs attorneys' fees, expenses, and costs in accordance with N.J.S.A. 10:5-27.1, N.J.S.A. 10:6-2(a); and
- M. Affording Plaintiffs and other affected parties any additional relief the Court may deem just and equitable.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: /s/ Christina Brandt-Young

Christina Brandt-Young (NJ Bar No. 276492018)

Farng-Yi Foo (NJ Bar No. 019002010)

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Attorneys for Plaintiffs

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of any other action between the parties. I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action. DCR has administratively closed the administrative action with DCR Docket No. E2023-900001 to pursue this action in Superior Court. Moreover, no other proceeding seeks the identical relief sought in this action, including forms of relief that are exclusively available to Plaintiffs. I am aware of other proceedings by individual workers against Defendant for disability or pregnancy discrimination.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: /s/ Christina Brandt-Young
Christina Brandt-Young (NJ Bar No. 276492018)
Farng-Yi Foo (NJ Bar No. 019002010)
Maryanne Abdelmesih (NJ Bar No. 333242021)

Dated: October 22, 2025

RULE 4:5-1(b)(3) COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:3 8-7(b).

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: /s/ Christina Brandt-Young
Christina Brandt-Young (NJ Bar No. 276492018)
Farngh-Yi Foo (NJ Bar No. 019002010)
Maryanne Abdelmesih (NJ Bar No. 333242021)

Dated: October 22, 2025

JURY DEMAND

Pursuant to N.J.S.A. 10:5-13, Plaintiffs demand a jury trial for all claims brought under the LAD and any other issues triable by a jury.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: /s/ Christina Brandt-Young
Christina Brandt-Young (NJ Bar No. 276492018)
Farng-Yi Foo (NJ Bar No. 019002010)
Maryanne Abdelmesih (NJ Bar No. 333242021)

Dated: October 22, 2025

DESIGNATION OF TRIAL COUNSEL PURSUANT TO RULE 4:5-1(c)

Emmy L. Levens of Cohen Milstein Sellers & Toll PLLC is hereby designated as trial counsel for this matter.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: /s/ Christina Brandt-Young
Christina Brandt-Young (NJ Bar No. 276492018)
Farngh-Yi Foo (NJ Bar No. 019002010)
Maryanne Abdelmesih (NJ Bar No. 333242021)

Dated: October 22, 2025

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket# L-008093-25

Case Caption: PLATKIN MATTHEW VS AMAZON.COM SERVICES LLC

Case Initiation Date: 10/22/2025

Attorney Name: CHRISTINA DONATO SALER

Firm Name: COHEN MILSTEIN SELLERS & TOLL PLLC

Address: 100-120 N 18TH ST STE 1820

PHILADELPHIA PA 19103

Phone: 2674795700

Name of Party: PLAINTIFF : Platkin, Matthew, J

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Matthew J Platkin? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

10/22/2025
Dated

/s/ CHRISTINA DONATO SALER
Signed

