ORAL ARGUMENT REQUESTED

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

AMAZON.COM SERVICES LLC,

410 Terry Avenue North
Seattle, Washington 98109-5210,

Plaintiff,

v.

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD, TIMOTHY CONNICK, in his official capacity as Chair of the New York State Public Employment Relations Board, BARBARA C. DEINHARDT, in her official capacity as Member of the New York State Public Employment Relations Board, ROSEMARY A. TOWNLEY, in her official capacity as Member of the New York State Public Employment Relations Board, LAURA H. DELANEY, in her official capacity as General Counsel of the New York State Public Employment Relations Board, and JOSEPH E. O'DONNELL, in his official capacity as Director of Private Employment Practices and Representation for the New York State Employment Relations Board,

P.O. Box 2074
Empire State Plaza
Agency Building 2
Albany, New York 12220-0074,

Case No.: 1:25-cv-05311-ERK

NOTICE OF MOTION TO INTERVENE BY AMAZON LABOR UNION NO. 1, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Defendants.

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NOTICE IS HEREBY GIVEN that Amazon Labor Union No. 1, International Brotherhood of Teamsters ("ALU-IBT Local 1" or "Union"), by and through its undersigned counsel, hereby moves for leave to intervene as a defendant in this action pursuant to Federal Rule of Civil Procedure 24.

The Union intends to defend against Plaintiff's allegation that Section 715 of the New York State Labor Relations Act, as recently amended by S.8034A, is preempted by the National

Labor Relations Act and is unconstitutionally vague. The Union has filed a pending charge with New Yorks' PERB pursuant to that amendment. Intervention is warranted as of right because the Union's interest in enforcement of the Section 715 of the New York State Labor Relations Act, as recently amended by S.8034A., is direct and significantly protectible, and is unlikely to be adequately represented by the current defendants, who have distinct interests from the Union and lack the Union's relevant experience with issues central to this litigation. Alternatively, ALU-IBT Local 1 should be granted leave to intervene as a defendant because: (1) ALU-IBT Local 1's defenses against Plaintiff's claims share common questions of law and fact with those likely to be advanced by the current defendants; (2) the outcome of this action will directly impact ALU-IBT Local 1's ability to vindicate the rights of the employees it represents under New York law, and (3) the Union's experience will significantly contribute to full consideration of the factual and legal issues here at issue.

This motion is based on this Notice of Motion, the accompanying Declaration of Jeanne Mirer sworn on October 2, 2025, the accompanying Memorandum of Law dated October 2, 2025, and on all of the pleadings and papers on file in this action.

The Union respectfully requests that the Court not deny this motion without first affording oral argument, as the Union anticipates such argument would enable it to further explicate the weight and immediacy of its interest in intervening. The Union has no objection to the Court granting the motion without oral argument.

WHEREFORE, Amazon Labor Union No. 1, International Brotherhood of Teamsters respectfully request this Court to grant its Motion to Intervene in this matter.

//

//

DATED: October 2, 2025

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By /s/ Jeanne Mirer

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Case No.: 1:25-cv-05311-ERK-MMH

MEMORANDUM IN SUPPORT OF MOTION TO INTERVENE BY AMAZON LABOR UNION NO. 1, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Date of service: October 2, 2025

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INTRODUCTION

Proposed Intervenor Amazon Labor Union No. 1, International Brotherhood of Teamsters ("ALU-IBT Local 1" or the "Union") files this brief in support of its motion to intervene in the above-captioned matter under Federal Rule of Civil Procedure 24.[1] ALU-IBT Local 1 seeks to intervene as of right, or in the alternative, permissively, to oppose Plaintiff Amazon.com Services LLC's ("Plaintiff") action to prevent the enforcement of Section 715 of the New York State Employment Relations Act ("SERA"), as recently amended by S.8034A (the "SERA Amendment").

The State of New York enacted S.8034A to allow the New York Public Employment Relations Board ("PERB") to, *inter alia,* adjudicate alleged violations of the SERA with respect to "any employer, employees, trades, or industries" over which the National Labor Relations Board has not "successfully assert[ed]" jurisdiction, as defined in the statute. SERA § 715(1)(b), as amended by S.8034A. ALU-IBT Local 1 represents workers employed at Amazon.com LLC JFK8 Fulfillment Center's JFK8 facility ("JFK8") in Staten Island. Subsequent to the enactment of S.8034A, ALU-IBT Local 1 filed a charge with PERB alleging employer Amazon.com LLC JFK8 Fulfillment Center engaged in unfair labor practices in violation of SERA (the "ULP Charge"). PERB's jurisdiction to adjudicate this dispute is based on the changes to SERA § 715 brought about by S.8034A. As discussed in more detail below, if the Plaintiff succeeds in obtaining the relief sought in the instant complaint, ALU-IBT Local 1 will, as a practical matter, be deprived of a forum in which it may effectively vindicate the rights of the employees it represents.

[1] Proposed Intervenor has conferred with counsel for the current parties. Defendants do not oppose this motion. Plaintiff has reserved its position on intervention until it reviews the filed motion.

Plaintiff filed the instant complaint seeking injunctive and declaratory relief to halt the enforcement of SERA Section 715 as amended, on the purported basis that the expansion of PERB's jurisdiction contemplated therein conflicts with, and is wholly preempted by, the National Labor Relations Act, 29 U.S.C. § 151 *et seq*. ("NLRA"), and on the additional purported basis that the SERA amendment is unconstitutionally vague. Since 2021, ALU-IBT Local 1 (and its predecessor in interest, the Amazon Labor Union ("ALU")) have been mired in protracted litigation both before the NLRB and in federal courts, pertaining to allegations that Amazon.com LLC JFK8 Fulfillment Center, its parent company, Plaintiff Amazon.com Services LLC, and related affiliates (collectively, "Amazon") have engaged in a coordinated campaign of NLRA violations calculated to stifle the right of employees ALU-IBT Local 1 represents at JFK8 and other logistics facilities to organize and bargain collectively with their employer. To date, however, most of these charges remain unresolved, and Amazon's unlawful conduct continues unabated.

Central to ALU-IBT Local 1's mission is protecting the labor rights of the workers that ALU-IBT Local 1 represents. Prior to the enactment of S.8034A, the Union had essentially no choice but to continue to rely on the NLRB in its attempts to challenge unfair labor practices committed by Amazon. The Union was confined to the NLRB notwithstanding that the NLRB has lacked the quorum it needs to properly function ever since President Trump fired Board Member Gwynn Wilcox on January 27, 2025, based on his view that the NLRA's statutory protections against Board Members' removal are unconstitutional—which view the Supreme Court appears poised to ultimately affirm. *See Trump v. Wilcox,* 145 S. Ct. 1415 (2025) (granting stay of D.C. Circuit's *en banc* decision enjoining Wilcox's removal); *Harris v. Bessent*, No. 25-5037, 2025 WL 980278, at *47 (D.C. Cir. Mar. 28, 2025) (Millet, J., dissenting from stay of

order reinstating Wilcox) (noting Wilcox's removal has "disable[d] . . . [the] NLRB from operating by depriving [it] of a quorum"); *see also Trump v. Slaughter*, 606 U. S. ____ (2025) (granting cert before judgment, to consider, *inter alia*, whether the Supreme Court should overrule *Humphrey's Executor v. United States*, 295 U. S. 602 (1935)). The Union was confined to the NLRB notwithstanding also that employer-filed challenges to the NLRB's constitutionality, including Amazon's, have raged of late through the Circuits, leading so far to one Court of Appeals enjoining the NLRB from proceeding with litigation and enforcement in live cases, *see generally Space Expl. Techs. Corp. v. NLRB*, No. 24-10855, 2025 WL 2396748 (5th Cir. Aug. 19, 2025), with decisions from other Courts of Appeals still pending, *see Amazon v. NLRB*, No. 25-886 (filed Feb. 11, 2025) (appeal of District Court's denial of motion for preliminary injunction to prevent the NLRB from prosecuting a case against Amazon). And—even before President Trump's attack on the Board's independence, the Board's resultant loss of quorum, and these employer attacks on the NLRB's constitutionality—the NLRA was notorious for its weak remedial regime and years of underfunding resulting in understaffing, combined with employer dilatory tactics, had resulted in the NLRB's increasingly-slow processing of cases. *E.g.* Economic Policy Institute, *Workers are winning union elections, but it can take years to get their first contract*, (May 1, 2023)[2] (collecting studies of NLRB's processing delays, and noting "long delays to first contracts are still the norm—and, to make matters worse, these delays have been steadily increasing since the early 2010s").[3]

[2] Available at https://www.epi.org/publication/union-first-contract-fact-sheet/#:~:text=A%20more%20recent%20study%20by,working%20without%20a%20first%20contract.

[3] For just two examples of the copious literature documenting these issues, see Celine McNicholas et al., Unlawful Employer Opposition to Union Election Campaigns, ECON. POL'Y INST. 5 (Dec. 11, 2019), https://perma.cc/J4V3-Y9NA (explaining how NLRB currently "fails to prevent employers from engaging in aggressive, coercive, and intimidating opposition to

The challenged amendment of SERA Section 715 provides ALU-IBT Local 1 the opportunity to timely redress such violations of its and its members' rights through PERB, when the NLRB is purposefully hobbled. On September 15, 2025, the Union took advantage of that opportunity by filing a charge alleging violations of the SERA at JFK8 based on Amazon's unlawful termination of union supporter Brima Sylla. The instant action threatens the Union's ability to adjudicate these allegations. On that basis, ALU-IBT Local 1 is entitled to intervene as of right, because it holds a direct, significantly protectable interest in the vindication of its members' rights, and Defendants may not adequately represent ALU-IBT Local 1's interest.

Even if this Court finds that intervention as of right is not here appropriate, the Court should still exercise its broad discretion to permit ALU-IBT Local 1 to intervene pursuant to Fed. R. Civ. P. 24(b)(2), because the Union's defense of S.8034A shares common questions of both law and fact with the main action, and, as described below, ALU-IBT Local 1 can meet all of the other prerequisites for permissive intervention.

BACKGROUND

I. The Challenged Amendment to SERA § 715

On September 5, 2025, the State of New York amended SERA Section 715 to confer upon PERB the jurisdiction to adjudicate alleged violations of the SERA with respect to "any employer, employees, trades, or industries" over which the National Labor Relations Board has not "successfully assert[ed]" jurisdiction. N.Y. Lab. Law § 715(1)(b), as amended by S.8034A.

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workers' efforts to unionize"); Paul C. Weiler, *Promises to Keep: Securing Workers' Rights to Self-Organization Under the NLRA*, 96 HARV. L. REV. 1769, 1769-70 (1983) ("[T]he fraction of the work force actually engaged in collective bargaining is steadily declining. A major factor in this decline has been the skyrocketing use of coercive and illegal tactics - discriminatory discharges in particular - by employers determined to prevent unionization of their employees . . . the current system of unfair labor practice remedies has proved powerless to contain such intimidation or to undo its effects.").

This new legislative framework essentially sorts all private-sector employees in New York into one of two categories of labor rights protections, either (1) employees over which the NLRB has successfully asserted jurisdiction, and are therefore protected from unfair labor practices under the NLRA; or (2) employees over which the NLRB has *not* successfully asserted jurisdiction, and are therefore now protected from unfair labor practices by the NLRA's state law analogue, the SERA. Under the plain language of S.8034A, these categories are mutually exclusive by definition, such that the successful assertion of jurisdiction by the NLRB over a given workplace or industry automatically deprives PERB of jurisdiction of the workers in question. *See* SERA § 715(1) ("[t]he provisions of this article shall not apply to. . . (b) employees where the national labor relations board successfully asserts jurisdiction over any employer, employees, trades, or industries pursuant to an order by the federal district court established under article three of the United States constitution").

II. Plaintiff's Lawsuit

Shortly after S.8034A's enactment, Plaintiff filed the instant lawsuit to enjoin the enforcement of SERA § 715 as amended. Count One is a facial challenge, alleging the SERA Amendment is preempted pursuant to *San Diego Bldg. Trades Council, Millmen's Union, Loc. 2020 v. Garmon*, 359 U.S. 236 (1959), because the Amendment permits PERB to exercise jurisdiction over conduct that is protected or arguably protected by Section 7 of the NLRA and over conduct that is prohibited or arguably prohibited by Section 8 of the NLRA. *See* Complaint, Dkt. 1, ¶¶ 24, 55-59 ("Compl.").

Count Two is an as applied challenge, alleging that PERB's processing of the charge that Proposed Intervenor itself filed pursuant to the Amendment is preempted under *Garmon*. *Id*. ¶¶ 43, 45, 60-65; *infra* pp. 9-10 (describing this charge).

Count Three facially challenges the Amendment on the purported basis that the Act intrudes on conduct that Sections 8(c) and 8(d) of the NLRA intend be left unregulated, *id*. ¶¶ 66-73. The Complaint does not suggest how every application of the Amendment would intrude on the scope of free play those sections confer under applicable precedents, nor suggest that the charge underlying Count Two does so.

Through these first three counts, Plaintiff contends that the NLRA preempts S.8034A to the extent that the latter seeks to regulate any labor relations that arguably fall under the statutory scope of the NLRA, regardless of whether the NLRB chooses to exercise jurisdiction in a case that is initially filed in PERB. Count Four alleges the Amendment is unconstitutionally vague, based primarily on allegations about how the amended SERA interacts with the NLRA. Compl. ¶¶ 74-82.

Putting aside the mischaracterizations in the allegations of Counts Three and Four, Plaintiff's *Garmon* preemption counts ignore that the NLRB has for years been an underfunded, understaffed institution failing to function as Congress intended in enacting the National Labor Relations Act intended it to. An institution that, now, in essence, is at full dysfunction due to a lack of quorum, independence, and enforcement mechanisms.[4] Far from creating a conflicting regulatory framework, S.8034A provides an alternative pathway to ensure that all workers in the state of New York have the right to organize, bargain collectively, act concertedly, and protect themselves from unlawful retaliation from their employers when they seek to exercise those rights.

III. The Proposed Intervenor

[4] Notably, the current government shutdown has caused the NLRB to shutter its doors, leaving workers in New York State with no avenue to obtain redress.

ALU-IBT Local 1 is a labor union representing nearly 5,000 employees of Amazon.com LLC JFK8 Fulfillment Center who work at Amazon's JFK8 facility in Staten Island. Declaration of Jeanne Mirer ("Mirer Dec."), ¶¶ 5, 10, 12. More than three years after these workers voted in an NLRB election to unionize with ALU-IBT 1's predecessor—the ALU—[5] Amazon has still refused to bargain with them, much less reach a collective bargaining agreement. *Id*. ¶¶ 6-7. Instead, Amazon rolled out the now-common employer strategy of willfully violating the National Labor Relations Act and abusing the NLRB's processes to curry delay and abrade workers' morale, hoping that whatever remedies the NLRB may eventually issue will come too late and be too meager to compensate for or deter these violations. *Supra* p. 3 (describing these delays and weak remedies). And Amazon has brought this strategy to new heights by moving federal courts to enjoin NLRB proceedings, based on Amazon's arguments that the NLRB's structure is unconstitutional. In short, Amazon has exploited and amplified the problems that animated S.8034A's enactment.

Specifically, the ALU filed a representation petition with the NLRB on December 22, 2021, to request an election for JFK8 workers to vote on whether to unionize with ALU. Mirer Decl. ¶ 5. The ALU won that election by over 500 votes when it finally was held in March and April 2022. *Id*. In light of its election victory, on April 2, 2022, the ALU requested to collectively bargain with Amazon on behalf of the JFK8 employees who had designated the ALU as their representative during the election. Mirer Dec. ¶ 6. Amazon's refusal to bargain *at all* with the ALU—much less bargain in good faith as required by the NLRA—led the ALU to

[5] On June 3, 2024, the International Brotherhood of Teamsters ("IBT") and the ALU entered into a formal affiliation agreement pursuant to which the IBT chartered the ALU into a new local union known as Amazon Labor Union No. 1, International Brotherhood of Teamsters ("ALU-IBT Local 1") and the JFK8 employees who were included in the petition and election in discussed below, are now represented by ALU-IBT Local 1. Mirer Decl. ¶ 12.

file an unfair labor practice charge in NLRB Case No. 29-CA-310869 and, ultimately, resulted in the issuance of an administrative complaint by the NLRB against Amazon. Mirer Dec. ¶ 7. The NLRB has also found cause to issue administrative complaints alleging that Amazon has committed other unfair labor practices against this workforce, including unlawful discipline of employees. *Id*.

Rather than bargain, Amazon has contested its loss in the 2022 election and has repeatedly used the NLRB's administrative process to challenge the election results. *Id.* ¶¶ 8-11, 13. After an initial twenty-four day hearing, an administrator hearing officer overruled Amazon's objections. *Id*. ¶ 8. Amazon once again challenged that decision by requesting review by the Director of NLRB Regional Office 28 ("Regional Director"), whom Amazon provided a 100-page brief to chew on. The Regional Director considered and eventually rejected Amazon's arguments, upheld the election, and, on January 11, 2023 certified the Union. *Id* ¶¶ 9-10. In that way, Amazon delayed its obligation to bargain with its workers' duly chosen representative for almost a year.

Yet Amazon's challenges continued, and not until August 29, 2024 – almost two and a half years after the election - did the NLRB issue a decision affirming the Regional Director's upholding of the election results. *Id*. ¶ 13. But Amazon still refused to respect its workers' choice of union representation and continued to fight it. Specifically, on September 5, 2024, Amazon filed suit in the United States District Court for the Western District of Texas, a forum far from the JFK8 operation in Staten Island, NY, to enjoin the NLRB from certifying the Union as the collective bargaining representative of JFK8 employees, based on Amazon's claim, *inter alia*, that the NLRA unconstitutionally protects NLRB members from removal by the President. *Id*. ¶ 14; *Amazon.com Servs. LLC v. NLRB*, No. 24-50761, 2025 WL 2476161, at *2 (5th Cir. Aug. 28,

2025). In sum, Amazon is seeking to enjoin proceedings before the PERB while at the same time making various claims in court challenging the NLRA's and NLRB's constitutionality. This has resulted in protracted litigation in the district court and Fifth Circuit Court of Appeals that to this day remains pending. *See generally Amazon.com Servs. LLC v. NLRB*, No. 24-50761, 2025 WL 2476161 (5th Cir. Aug. 28, 2025) (canvassing litigation's history). To summarize: JFK 8 employees petitioned for a Union election in December 2021. The Union won that election in April 2022. Amazon to this day has abused the processes of certifying the Union and requiring good faith bargaining, and has outright refused to bargain with its workers' chosen representative over terms and conditions of employment.

Most recently at the JFK8 facility, on or about August 9, 2025, Amazon fired ALU-IBT Local 1 member and prominent union supporter Brima Sylla. Mirer Dec. ¶ 15. This termination is just the latest example of Amazon's efforts to squelch union activities and support at JFK8. On September 15, the Union filed a charge with PERB pursuant to S.8034A alleging that Sylla's termination violates §704(10) of SERA. Mirer Dec. ¶ 15 & Ex. A.

IV. The Pending PERB Charge

Shortly after S.8034A went into effect on September 5, 2025, ALU-IBT Local 1 filed the ULP Charge, alleging that Amazon.com LLC JFK8 Fulfillment Center violated SERA Section 704(10) by taking various adverse actions, up to and including termination, against Brima Sylla, —a union officer and former "stower" at JFK8—because he held prominent roles with ALU-IBT Local 1 from the outset of the Union's organizing campaign until August 2025. *Id*. Prior to the enactment of S.8034A, PERB lacked jurisdiction over the workers at JFK8. Compl. ¶ 26. Count Two of Plaintiff's action explicitly refers to the ULP Charge, requests the Court declare PERB's jurisdiction over the charge is unconstitutional and preempted by the NLRA, and seeks

injunctive relief against such jurisdiction. Therefore, if Plaintiff is successful in this action, the ULP Charge will be rendered moot, and ALU-IBT Local 1 will be unable to file additional charges with PERB pertaining to unfair labor practices at JFK8. Instead, the Union will be forced to make additional futile attempts at redress through the NLRB.

The Union notes that PERB has stayed processing of this charge during the pendency of the NLRB's motion in the Northern District of New York seeking a preliminary injunction against the SERA Amendment, on which motion briefing concludes in December. Mirer Decl. ¶15-16; 25-cv-12830-GTS-ML (N.D.N.Y), ECF No. 20 p. 2.

ARGUMENT

Federal Rule of Civil Procedure 24 permits a party to intervene either as of right or permissively. To be granted intervention, whether as of right or by permission, "an applicant must (1) timely file an application, (2) show an interest in the action, (3) demonstrate that the interest may be impaired by the disposition of the action, and (4) show that the interest is not protected adequately by the parties to the action.'" *Floyd v. City of New York*, 770 F.3d 1051, 1057 (2d Cir. 2014) (per curiam) (quoting "*R" Best Produce, Inc. v. Shulman-Rabink Mktg. Corp.*, 467 F.3d 238, 240 (2d Cir. 2006)). Regardless of the grounds asserted for intervention, all the "components" of the standard must "be read not discretely, but together," such that a strong showing on one of the factors may compensate for a weak showing on another. *United States v. Hooker Chems. & Plastics Corp.*, 749 F.2d 968, 983 (2d Cir. 1984) (Friendly, J.) (explaining these components are "not bright lines", and that Rule 24(a)(2)'s requirements must be read pragmatically "in the context of the particular statutory scheme that is the basis for the litigation").

While much of the analysis applicable to intervention as of right overlaps with that applicable to permissive intervention, to show entitlement to intervention as of right, the movant must also demonstrate that disposing of the action without intervention "may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest." Fed. R. Civ. P. 24(a)(2); *see also Restor-A-Dent Dental Lab., Inc. v. Certified Alloy Prods., Inc*., 725 F.2d 871 (2d Cir. 1984). As discussed in more detail below, this motion is timely; ALU-IBT Local 1's interest in the instant action is direct and significantly protectable; and while the Union shares the same goal as the Defendants, namely the enforcement of SERA Section 715 as amended by S.8034A, the Union's interest and expertise are both meaningfully distinct from that of either Defendant. Absent intervention, therefore, there is a high likelihood that ALU-IBT Local 1's interest will not be adequately represented by the extant litigants, and the Union will be unable to protect its interest.

I. The Union's motion is timely.

Timeliness is evaluated "flexibl[y]" and "the decision is one entrusted to the district judge's sound discretion." *Floyd*, 770 F.3d at 1058 (quoting *United States v. Yonkers Bd. of Educ.*, 801 F.2d 593, 594-95 (2d Cir. 1986)). Factors that bear on this flexible standard include: the length of time the applicant knew or should have known of his interest before making the motion; prejudice to existing parties resulting from the applicant's delay; prejudice to applicant if the motion is denied; and the presence of unusual circumstances militating for or against a finding of timeliness. *Id*. The most significant criterion is whether "delay in moving for intervention has prejudiced any of the existing parties." *Allco Fin. Ltd. v. Etsy*, 300 F.R.D. 83, 86 (D. Conn. 2014) (quoting *Hartford Fire Ins. Co. v. Mitlof*, 193 F.R.D. 154, 160 (S.D.N.Y. 2000)).

There has been no delay in filing this motion and there is no reason to believe that intervention at this stage will prejudice any party to this action. As of the date of this filing, a mere 7 days have passed since the issuance of the summons. *See* Dkt. 19 (September 25, 2025). Where, as here, a party seeks "to intervene at a very early stage in the litigation," courts in this Circuit routinely deem the motion timely, even if there were far longer lapses of time between the filing of the complaint and the motion to intervene. *See Bldg. & Realty Inst. of Westchester & Putnam Cntys., Inc. v. State of N.Y.,* No. 19-CV-11285 (KMK), No. 20-CV-634 (KMK), 2020 WL 5658703 (S.D.N.Y. Sept. 23, 2020), at *7 (cleaned up) (permitting intervention where motion was filed three months after filing of the complaint and collecting cases where delay was longer). Because "this action is in its infancy," ALU-IBT Local 1's participation "will not result in delay or prejudice" to any party. *Friends of E. Hampton Airport, Inc. v. FAA*, No. 15-CV-0441 (JS) (ARL), 2016 WL 792411, at *9 (E.D.N.Y. Feb. 29, 2016); *see also Yang v. Kellner*, No. 20 Civ. 3325 (AT), 2020 WL 2115412, at *1 (S.D.N.Y. May 3, 2020) ("[I]ntervention would not delay or prejudice the adjudication of the parties' rights, considering that it was sought at the earliest stage of the litigation" and there was no need "to extend any preexisting deadlines or reschedule any proceedings to accommodate" the intervenor). Under these circumstances, there can be no reasonable argument that any party to this action will be prejudiced by ALU-IBT Local 1's intervention.

II. The Union is entitled to intervention as of right to defend S.8034A.

To establish an entitlement to intervention as of right pursuant to Fed. R. Civ. P. 24(a)(2), the movant must show not only that it has an interest "relating to the . . . transaction which is the subject matter of the action" but also that disposition of the proceeding without intervention

would impair the proposed intervenor's ability to protect its interest. *Hartford Fire Ins. Co.*, 193 F.R.D. 154 at 161. ALU-IBT Local 1's interest in this action meets both criteria.

A. The Union has a direct interest in this action.

A movant seeking intervention of right must demonstrate an interest in the underlying action that is significantly protectable, i.e. that is direct. *H.L. Hayden Co. v. Siemens Medical Systs., Inc*., 797 F.2d 85, 88 (2d Cir. 1986); *Werbungs und Commerz Union Austalt v. Collectors' Guild, Ltd.*, 782 F. Supp. 870, 874 (S.D.N.Y. 1991) ("The interest must be 'significantly protectable such that it will be directly and immediately affected by the litigation'").

It is well settled that a party, like ALU-IBT Local 1, that is directly affected by a law has an interest in whether and how that law is enforced. *See, e.g., New York Pub. Interest Grp., Inv. v. Regents of the Univ. of N.Y.*, 516 F.2d 350, 351 (2d Cir. 1975) (per curiam) (holding that pharmacists had interest in case challenging regulation prohibiting advertising the price of prescription drugs); *Bldg. & Realty Inst*., 2020 WL 5658703, at *11 (holding that groups representing tenants had interest in case challenging validity of rent-control laws); *New York v. Scalia*, No. 1:20-cv-1689-GHW, 2020 WL 3498755, at *2 (S.D.N.Y. June 29, 2020) (holding that employer groups had interest in case challenging regulation governing FLSA claims); *New York v. HHS*, Nos. 19 Civ. 4676 (PAE), 19 Civ. 5433 (PAE), 19 Civ. 5435 (PAE), 2019 WL 3531960, at *4 (S.D.N.Y. Aug. 2, 2019) (religious healthcare workers had interest in lawsuit challenging federal regulation permitting healthcare providers to refrain from procedures that violate religious beliefs).

The outcome of this action will very likely determine whether ALU-IBT Local 1 may avail itself not only of PERB as a forum to adjudicate alleged violations of both its and its members' rights, but whether the Union and the workers it represents are even subject to the

protections of the SERA at all. If the Plaintiff succeeds in establishing that SERA Section 715 as amended is preempted by the NLRA, ALU-IBT Local 1 and the employees it represents in New York will be immediately deprived of significant statutory rights under New York law.

Moreover, ALU-IBT Local 1 has already filed a charge before PERB that remains pending as of the date of this action. Plaintiff explicitly refers to the ULP Charge in Count 2, seeks a declaration from the Court that PERB's jurisdiction is unconstitutional and preempted by the NLRA, and requests that the Court enjoin such jurisdiction. Given this, and since PERB's jurisdiction over the parties to that charge is predicated exclusively on the recently enacted amendments to SERA Section 715, the relief sought by Plaintiff will effectively render the ULP Charge moot, while simultaneously denying the Union and the employees it represents the ability to file any such charges in the future.

Accordingly, the Union's interest in the outcome of this case is neither "remote" nor "contingent upon the occurrence of a sequence of events before it becomes colorable", *Jones v. Schneiderman*, No. 11 CIV. 8215 KWM, 2012 WL 3578147, at *1 (S.D.N.Y. Aug. 6, 2012), and therefore meets the standard set by the first prong of Fed. R. Civ. P. 24(a)(2).

B. This action's disposition may, as a practical matter, impair the Union's ability to protect its interests.

A movant for intervention of right must also show that the ability to protect its interest will be injured as a practical matter if the motion is not granted. The instant lawsuit is "a case of first impression involving the resolution of new legal issues," *Washington Elec. Co-op., Inc. v. Massachusetts Mun. Wholesale Elec. Co.*, 922 F.2d 92, 98 (2d Cir. 1990)—in particular, how *Garmon* preemption's premises are negated by the Board's failure to function as the National Labor Relations Act intended it to, including through its recent loss of quorum, loss of

independence from Presidential control, and loss of enforcement mechanisms in live cases brought before the Fifth Circuit Court of Appeals—and the district court's granting Plaintiff's requested relief would wholly deprive the Union of the ability to avail itself of S.8034A. The Union would then be relegated to its Sisyphean efforts to enforce its members' rights through the non-operative NLRB. Thus, this action's disposition may, as a practical matter, impair the Union's ability to protect its interest. *See id*.

C. The existing parties may not adequately represent the Union's interests.

The final showing necessary to establish entitlement to intervention as of right is that the applicant's interest will not be adequately protected by the existing litigants. Fed. R. Civ. P. 24(a)(2). The burden of establishing inadequacy of representation is "minimal". *Trbovich v. United Mine Workers of Am*., 404 U.S. 528, 538 n.10 (1972). All that must be shown is that the representation "may" be inadequate. *Id*.

As Plaintiff itself explains, PERB has not to date exercised jurisdiction over private sector workforces covered by the NLRA. Compl. ¶ 26. The current defendants thus lack the Union's familiarity with the stagnancy and dysfunction that has uniquely come to grip the private sector labor relations that have hereto fallen under the NLRB's current jurisdiction. The Union intends to explain why dysfunction and recent developments negate the premises of the *Garmon* doctrine that Plaintiff's first two counts rely on. The current defendants' lack of comparable experience with NLRA-covered workforces may impair their ability to adequately present this explanation. Indeed, this experience well-equips the Union to explain why the logic of the Fourth Circuit's recent decision in *Nat'l Ass'n of Immigr. Judges v. Owen*, 139 F.4th 293 (4th Cir. 2025) supports the conclusion that *Garmon* preemption no longer applies when the NLRB ceases to function as Congress intended, including through the Board's loss of a quorum, loss of

enforcement mechanisms, and loss of Board members' protections from Presidential removal. The *Owen* decision reasoned that comparable developments within the agency that administers the Civil Service Reform Act have undermined a long-standing doctrine that strips district courts of jurisdiction over federal employee personnel actions.

Furthermore, to prevail on the Complaint's facial challenges, Plaintiff must show that S.8034A "is unconstitutional in all of its applications." *Cmty. Hous. Improvement Program v. City of New York*, 59 F.4th 540, 548 (2d Cir. 2023). The Complaint alleges that New York is prohibited from regulating activity and conduct protected or prohibited by Section 7 and Section 8 of the NLRA, and by conduct that Section 8(c) and 8(d) leave to free play. Because the Union, not current defendants, is most experienced with that activity and conduct, as well as with the caselaw that delimits the scope of those sections and sub-sections, the current defendants may not adequately defend against Plaintiff's facial challenge.[6]

Furthermore, while New York has an interest in seeing its laws enforced, and PERB may have an interest in broadening its jurisdiction, the outcome of this action will not fundamentally impact either party's ability to perform the tasks central to its existence. Regardless of this case's outcome, the state legislature will go on legislating, and PERB will continue adjudicating unfair labor practices that fall within its statutory purview. By contrast, ALU-IBT Local 1 exists primarily to protect the labor rights of the employees it represents, and to advocate for the material interests of those workers. The experience of the last four years, not to mention recent developments, has demonstrated how difficult carrying out those tasks has become under the regulatory regime overseen by the NLRB. *Supra* pp. 2-4, 7-9. This action's stakes for ALU-IBT

[6] Likewise, the Union is uniquely equipped to address Plaintiff's representations about the NLRA in Count Four. Compl. ¶¶ 78-79.

Local 1 therefore likely eclipse the stakes for existing defendants, which may be reflected in the adequacy of those defendants' representation.

Indeed, and given these different respective stakes, it is possible Defendants may have to abandon their defense of S.8034A due to pressures. It is far less likely that ALU-IBT Local will abandon its defense of S.8034A because doing so would substantially prejudice the workers whose protection is central to the Union's mission. Courts in this Circuit have recognized this divergence as a basis for granting intervention, both as of right and permissively. *See New York Pub. Interest Grp., Inv. v. Regents of the Univ. of N.Y.,* 516 F.2d 350, 352 (2d Cir. 1975) (granting intervention as of right in part because representation by the government would be inadequate in a lawsuit challenging the validity of a regulation where the intervenor "will make a more vigorous presentation of the economic side of the argument" than would the government, where the challenged regulation affected the intervenor's economic interests."); *Ass'n of Conn. Lobbyists LLC v. Garfield*, 241 F.R.D. 100, 103 (D. Conn. 2007) (noting that because the parties have distinct interests in a parallel objective, "[i]t is . . . possible that the government may not emphasize or vigorously defend all aspects of the challenged law that are critical to the movant's interest.").

II. Alternatively, permissive intervention should be granted.

In exercising this Court's broad discretion over permissive intervention, the "principal" consideration is "whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties." *Bldg. & Realty Inst. of Westchester & Putnam Ctys., Inc. v. State of New York*, No. 19-CV-11285 (KMK), 2020 WL 5658703, at *5 (S.D.N.Y. Sept. 23, 2020). Courts also consider, *inter alia*, "whether parties seeking intervention will significantly contribute to full development of the underlying factual issues in the suit and to the just and equitable adjudication

of the legal questions presented." *Ass'n of Connecticut Lobbyists LLC v. Garfield*, 241 F.R.D. 100, 102 (D. Conn. 2007). As a general matter, the Rule governing permissive intervention "is 'to be liberally construed' in favor of intervention." *Delaware Tr. Co. v Wilmington Tr., N.A.*, 534 B.R. 500, 509 (S.D.N.Y. 2015).

A. The Union's interest in this action turns on common questions of law and fact shared with those at issue in this action.

A "single common question of law or fact" suffices to support permissive intervention. *Miller v. Silbermann*, 832 F. Supp. 663, 673 (S.D.N.Y. 1993) ("Rule 24(b)(2)'s provisions are satisfied "where a single common question of law or fact is involved, despite factual differences between the parties."); *see also Bldg. & Realty Inst.,* 2020 WL 5658703, at *9 (collecting cases) ("It is well-established . . . that the words 'claim or defense' are not read in a technical sense, but only require some interest on the part of the applicant."). Upon intervening, the Union will explain why all four counts of the Complaint lack merit, because S.8034A is not preempted by federal labor law and the SERA Amendment is not unconstitutionally vague. Above and beyond sharing the requisite "single" common question of law with this action, then, the Union's defenses address the legal issues at the core of this lawsuit. Furthermore, Count Two specifically targets the Union's own charge. Finally, to prevail on its facial challenges, Plaintiff must show that S.8034A "is unconstitutional in all of its applications." *Cmty. Hous. Improvement Program*, 59 F.4th at 548. This will necessarily require the Court to consider the facts of the Union's pending charge before PERB, as well as consider other potential applications of S.8034A that the Union can elucidate through its experience with Amazon's and other employer's anti-union conduct. The Union's anticipated defenses therefore share common questions of fact, too, with this action.

District courts in this Circuit routinely grant parties permissive intervention in like circumstances. In *Hum. Servs. Council of New York v. City of New York*, for instance, the court granted a labor union intervention to join the existing government defendant in defending a local labor law from preemption challenge. No. 21 CIV. 11149 (PGG), 2022 WL 4585815, at *4 (S.D.N.Y. Sept. 29, 2022); *see also*, *e.g.*, *Bldg. & Realty Inst.*, 2020 WL 5658703, at *9 (finding common question of law where proposed intervenor sought to defend constitutionality of rent-control statute alongside the government); *HHS*, 2019 WL 3531960, at *7 (finding "common questions of law and fact with those to be litigated by the parties" where religious healthcare providers sought to defend the validity of a federal agency rulemaking permitting them to opt out of certain procedures); *Up State Tower Co. v. Town of Cheektowaga*, No. 1:19-cv-280, 2019 WL 4452413, at *3 (W.D.N.Y. Sept. 17, 2019) (common questions of law or fact where proposed intervenor sought to defend town action on the basis of the restrictive covenant on which the town's defense also relied); *Miller v. Silbermann*, 832 F. Supp. 663, 673–74 (S.D.N.Y. 1993).

B. Intervention will promote development of the factual record and fair adjudication of the underlying legal issues.

In determining whether to grant permissive intervention, courts in this Circuit frequently inquire whether parties seeking intervention will "significantly contribute to full development of the underlying factual issues in the suit and to the just and equitable adjudication of the legal questions presented." *E.g. 335-7 LLC v. City of New York*, No. 20 CIV. 1053 (ER), 2020 WL 3100085, at *3 (S.D.N.Y. June 11, 2020). Where, as here, the proposed intervenor has substantial experience dealing with the subject matter of challenged legislation, courts often permit intervention because the relevant and specific experience possessed by the intervenor will improve the quality of the factual record and enhance the quality of briefing before the Court.

This is all the more true when the intervenor's perspective on the impact of the challenged legislation is distinct from that of the government agencies arguing for the validity of a statute. For example, New York District Courts have permitted tenants-rights groups to intervene permissively in lawsuits over the constitutionality of certain tenant protection statutes because of the intervenors' "vast experience in the trenches in housing court," on the theory that they "can bring to bear on the briefing their detailed knowledge" of the legislation, its effects, and the potential effects of striking it. *Bldg. & Realty Inst.*, 2020 WL 5658703, at *11 (internal quotation marks omitted) (lawsuit challenging rent-control statute); *see also 335-7 LLC*, 2020 WL 3100085, at *3 (same); *Miller*, 832 F. Supp. 663, 674 (lawsuit challenging constitutionality of Housing Court practice). Similarly, when a newly-enacted campaign finance law faced constitutional challenges, a court in this Circuit granted permissive intervention to a group of politicians and fair-election advocates, because the movants "offer[ed] a unique, personal and highly relevant factual perspective to the law, its development, and its impact," as well as "specialized expertise and substantial familiarity with the legal issues that are presented for review. The court will only benefit from their participation." *Garfield*, 241 F.R.D. at 103.

As discussed above, ALU-IBT Local 1 has substantial experience in all aspects of labor law relevant to this dispute, and, unlike current defendants, is familiar with the realities of NLRA-covered labor relations. The Union has been, and remains, engaged in a protracted litigation over Amazon's conduct at JFK8 before both the NLRB and numerous federal courts. For at least the last four years, ALU-IBT Local 1 and its predecessor in interest have brought these claims directly to the NLRB, and have witnessed firsthand the limitations on that agency's ability to curtail Amazon's unlawful conduct; of course, currently, the non-operative NLRB is unable to issue an order determining Amazon's conduct unlawful. Like the intervenors in those

cases, ALU-IBT Local 1's unique, real world experience makes it better suited than either of the existing Defendants to augment the record with specific facts demonstrating both the practical limitations of the NLRB's regulatory framework and its lack of power, and to explain why the expansion of PERB's jurisdiction is critical to protecting the labor rights of workers in the State of New York.

CONCLUSION

ALU-IBT Local 1 respectfully requests that this Court grant its motion for intervention as of right, or, in the alternative, permissively.

DATED: October 2, 2025

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CERTIFICATE OF COMPLIANCE WITH WORD LIMIT (L.R. 7.1)

I, the undersigned attorney for Proposed Intervenor Amazon Labor Union No. 1, International Brotherhood of Teamsters, hereby certify that this memorandum of law complies with the word count limits of Local Civil Rule 7.1. It contains 6,423 words, excluding material that Local Civil Rule 7.1 excludes from the word count.

DATED: October 2, 2025

JULIEN MIRER & ASSOCIATES, PLLC

By /s/ Jeanne Mirer

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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

AMAZON.COM SERVICES LLC,

410 Terry Avenue North
Seattle, Washington 98109-5210,

Plaintiff,

v.

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD, TIMOTHY CONNICK, in his official capacity as Chair of the New York State Public Employment Relations Board, BARBARA C. DEINHARDT, in her official capacity as Member of the New York State Public Employment Relations Board, ROSEMARY A. TOWNLEY, in her official capacity as Member of the New York State Public Employment Relations Board, LAURA H. DELANEY, in her official capacity as General Counsel of the New York State Public Employment Relations Board, and JOSEPH E. O'DONNELL, in his official capacity as Director of Private Employment Practices and Representation for the New York State Employment Relations Board,

P.O. Box 2074
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Defendants.

Case No.: 1:25-cv-05311-ERK

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I, Jeanne Mirer, declare as follows:

1. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein.

2. I am an attorney licensed to practice law in the states of New York, Michigan, and Massachusetts.

3. I am a partner of the law firm Julien Mirer & Associates PLLC, and I maintain an office at the firm's Brooklyn, New York office. I have practiced employment and labor law since 1972.

4. In early May 2022, I began to serve as general counsel for the Amazon

Labor Union (ALU). In that capacity, I have represented the ALU in administrative proceedings related to numerous NLRB cases, including in 29-RC-288020 and 29-CA-310869. The ALU is now known as ALU-IBT Local 1. *Infra* ¶ 12.

5. On information and belief, the ALU filed a representation petition with the NLRB on December 22, 2021, seeking to represent employees at the Amazon.com LLC JFK8 Fulfillment Center in Staten Island, NY ("JFK8"). Following the filing of that petition, the ALU and Amazon stipulated to the terms of the NLRB-conducted election which took place at JFK8 over several days in March with the tally on April 1, 2022. The ALU won that election.

6. On information and belief, on April 2, 2022, the ALU requested to collectively bargain with Amazon on behalf of the JFK8 employees who had designated the ALU as their representative during the election. Amazon did not respond to ALU's request to bargain. To this day, Amazon has refused to bargain with the Union.

7. Because Amazon failed to bargain at all with ALU—as required by the NLRA— the ALU filed the unfair labor practice charge in NLRB Case No. 29-CA-310869. The NLRB issued an administrative complaint in that case on July 12, 2023. There are numerous other unfair labor practices on which the Board has gone to complaint relating to changes in policies and disciplines where the company has refused to bargain.

8. Amazon filed administrative objections following the election, which objections alleged the ALU and Region 29 of the NLRB acted improperly and tainted the election results. An administrative hearing officer overruled those objections—after Amazon had a full and fair opportunity to present evidence during a 24 day-long hearing where I was present, serving as a lead attorney on behalf of ALU.

9. Amazon then challenged the hearing officer's decision by requesting a review by the Director of NLRB Regional Office 28 ("Regional Director"). Amazon

also requested an exception to the NLRB's usual page limit for briefing such reviews. Amazon requested to file a brief up to 100 pages long and the Regional Director approved that request.

10. After both Amazon and the ALU submitted briefs, the Regional Director upheld the hearing officer's decision and, thereby, upheld the election results. The Regional Director's decision issued on January 11, 2023 certified the union.

11. Amazon then requested that the NLRB ("The Board") review the Regional Director's decision. While that request was pending, Amazon on two occasions requested that the Regional Director reopen the administrative hearing so that it could introduce additional evidence, even though it acknowledged that evidence had been available during the original hearing. The Regional Director denied that request. In response, Amazon requested the Board review the Regional Director's denial of its request to reopen the hearing record.

12. On June 3, 2024 the ALU agreed to affiliate with the International Brotherhood of Teamsters (IBT). The affiliation vote to implement this agreement was concluded on June 18, 2024 with almost unanimous support for it from ALU workers at JFK8. Pursuant to this affiliation, the IBT chartered the ALU into a new local union known as Amazon Labor Union No. 1, International Brotherhood of Teamsters ("ALU-IBT Local 1").

13. Ultimately, on August 29, 2024, the NLRB issued its decision sustaining the Regional Director's rulings and upheld the election results.

14. On September 5, 2024, Amazon filed suit in the United States District Court for the Western District of Texas to enjoin the NLRB from certifying the ALU-IBT Local 1 as the collective bargaining representative of JFK8 employees, based in part on Amazon's claim that the NLRA unconstitutionally protects NLRB members from removal by the President. *See Amazon.com Servs. LLC v. NLRB*, No. 24-50761, 2025 WL 2476161, at *2 (5th Cir. Aug. 28, 2025),

15. On or about August 9, 2025, Amazon fired ALU-IBT Local 1 member and prominent union supporter Brima Sylla. On September 15, the Union filed a charge with PERB pursuant to S.8034A alleging that Sylla's termination violates §704(10) of New York's State Employment Relations Act ("SERA"). A true and accurate copy of that charge, which details the allegations, is attached hereto as **Exhibit A.** PERB has stayed processing of this charge pending the outcome of the preliminary injunction motion in *NLRB v. State of New York et al.*, 25-cv-1283-GTS-ML (N.D.N.Y, Complaint filed 9/12/2025). A true and accurate copy of a notice of this stay is attached hereto as **Exhibit B.**

16. The briefing schedule for the preliminary injunction in the Northern District case requires Defendants to file their opposition to the preliminary injunction motion by December 1, 2025, with Plaintiff's reply due ten days thereafter. 25-cv-12830-GTS-ML, ECF No. 20 p. 2.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 2nd day of October, 2025, at Brooklyn, New York.

Jeanne Mirer

Jeanne Mirer

EXHIBIT A

*** DO NOT WRITE IN THIS BOX (For Internal Use Only)***

Case No.:

Date Filed:

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
• Private Sector •

UNFAIR LABOR PRACTICE CHARGE FORM

Instructions:

- If you are unsure whether this form applies to you, please first review the "Guide for Individuals Representing Themselves Under the SERA," which is located on our website here.
- Answer every question completely.
- If more space is required, attach additional sheets, noting the item number(s) in your response.
- File the form by email to sera@perb.ny.gov; by mail to New York State Public Employment Relations Board, P.O. Box 2074, ESP Agency Bldg 2, Floor 18, Albany, NY 12220-0074; or by fax to (518) 457-2664.

Purpose of this form: To allege that an employer, employee(s), and/or labor organization has engaged in, and/or is engaging in, unfair labor practices within the meaning of Section 704 and/or 704-b of the New York State Employment Relations Act ("SERA") (Click here to read the SERA).

The Charging Party (the party making this charge) is: ■ Employee/Labor Organization ☐ Individual ☐ Employer

1. Charging Party		
Name & Address (include number, street, city, state, zip code): Amazon Labor Union - International Brotherhood of Teamsters (ALU-IBT) Local 1	Telephone number (include area code): 848-210-0636	Email address: info@amazonlaborunion.org
2. Charging Party's Attorney or Other Representative, if any One with whom PERB should communicate about this matter and who will accept service of papers on Charging Party's behalf		
Name & Address (include number, street, city, state, zip code): Jeanne Ellen Mirer, Esq. 300 Cadman Plaza West, 12th Floor Brooklyn, NY 11201	Telephone number (include area code): 313-515-2046	Email address: jmirer@julienmirer.com
3. Respondent Employer, Labor/Employee Organization, or Farm Laborer Against Which this Charge is Brought		
Name & Address (include number, street, city, state, zip code): Amazon.com LLC JFK8 Fulfillment Center Mohit Mengale, General Manager 546 Gulf Ave., Staten Island, NY 10314	Telephone number (include area code): 718-494-7201	Email address: unknown

4. Employer's Business	
General nature of Employer's business: Sales / logistics	Approximate total number of employees: 5000
General nature of work performed by employees involved in this charge: Logistics, sorting, and related duties	Is Employer an agricultural employer? ☐ Yes ■ No

5. Violations Alleged:

a. Pursuant to Section 706 of the New York State Employment Relations Act ("SERA"), the Charging Party hereby alleges that the above-named Respondent has engaged in, or is engaging in, an improper practice within the meaning of the following subsections of the SERA:

Check the subsection(s) allegedly violated; you may check more than one:

☐ 704(1)	☐ 704(5)	☐ 704-b(1) – FLFLPA/Agricultural only
☐ 704(2)	☐ 704(6)	☐ 704-b(2)(a) – FLFLPA/Agricultural only
☐ 704(3)(a)(1)	☐ 704(7)	☐ 704-b(2)(b) – FLFLPA/Agricultural only
☐ 704(3)(a)(2)	☐ 704(8)	
☐ 704(3)(b)	☐ 704(9)	
☐ 704(3)(c)	☐ 704(9)	
☐ 704(4)	■ 704(10)	
	☐ 704(11)	

b. Specify **in detail** the alleged violation(s) – please specify what happened and how it violated the SERA. Include names, dates, times, places, and the particular actions constituting each violation. Please include the titles and work locations of the individuals involved in the alleged unfair labor practice(s).

Attach additional sheets, if necessary. Failure to supply sufficient factual detail may result in a delay in processing or a dismissal of the charge. You must label/explain each attached exhibit and document. Your charge may not consist solely of attachments.

See attached

c. If you are alleging that any employee(s) has been discharged, refused employment, or suffered discrimination in violation of Section 704 and/or 704-b of the SERA, please specify their name(s):

Brima Sylla

6. **Jurisdiction of Employers Which Are Not Agricultural Employers[1] –** If the Employer is ***not*** an agricultural employer, please answer the following questions on jurisdiction:

   a. The National Labor Relations Act (NLRA) is a federal law that applies to most private sector employers. The SERA is a New York State law that applies only where the federal law, the NLRA, does not. PERB has jurisdiction only with respect to the SERA.

      Has the National Labor Relations Board accepted or declined jurisdiction over the Employer?

      ☐ Accepted ☐ Declined ☐ Unknown

   b. If the NLRB has not declined jurisdiction over the Employer,[2] please provide any information you may have concerning the approximate percentage and volume of sales to, and purchases from, points outside New York State:

      SALES to points outside NYS:
      - Approximate value: $ _____
      - Approximate volume of Employer's total sales: _____%

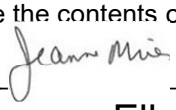
      PURCHASES from points outside NYS:
      - Approximate value: $ _____
      - Approximate volume of Employer's total purchases: _____%

   c. If there are any other facts concerning interstate commerce and potential jurisdiction of PERB, please provide them here:

Jurisdictional requirements have been met due to the recent amendment to NY Labor Law Section 715, under which PERB now has jurisdiction over this matter involving a nationwide employer.

SUPPORTING DECLARATION

I, the undersigned, declare that I am the Charging Party named above, or their Representative, and that I have read the above charge consisting of this and the attached additional page(s), and that I am familiar with the facts alleged therein, which facts I know to be true, except as to those matters alleged on information and belief, which matters I believe to be true. I declare the contents of this charge to be true under penalty of perjury under the laws of the State of New York.

Signature:  _____

Name: Jeanne Ellen Mirer _____

Title: Attorney _____

Date: 9-15-25 _____

[1] Agricultural employers are explicitly under the jurisdiction of the SERA, which was specifically amended to cover agricultural employers and farm laborers under the Farm Laborers' Fair Labor Practices Act ("FLFLPA") and the State Employment Relations Act ("SERA").

[2] If you are unsure of whether the NLRA would apply, before submitting this Unfair Labor Practice Charge Form to PERB, you are strongly encouraged to seek guidance from the NLRB or research its jurisdictional standards, which are discussed on its website.

Attachment to ULP Charge – Section 5

The Company has violated Section 704 of SERA as follows:

1. Brima Sylla was employed at Amazon.com LLC JFK8 Fulfillment Center's ("Amazon" or "Company") JFK8 facility ("the facility") as a Stower, starting in or around 2019 until 2020, then starting again in or around 2021 until on or about August 9, 2025.

2. As a Stower, Sylla worked in the Stow department at the facility, where he was responsible for scanning products before they were moved to certain locations within the facility. During 2025, he was on a flex schedule, which does not require him to work a 40-hour week.

3. Throughout the campaign to organize a union at the facility, Sylla was actively involved in various aspects of organizing.

4. During the union representation election at the facility in late March 2022, Sylla acted an Observer for the Union.

5. Sylla was elected Vice President of Charging Party Amazon Labor Union – International Brotherhood of Teamsters (ALU-IBT) Local 1 ("Union") in or around July 31, 2024, and maintains that position to date. He was the last Union executive board member working in that facility because the others were terminated.

6. In December 2024, employees represented by the Union held a strike at the facility. Sylla was a leader in executing the strike, and a group of employees he was responsible for leading were the first to walk out of the facility on strike.

7. Starting before 2025 and continuing until his unlawful discharge, Sylla regularly brought Union flyers to the facility and distributed them throughout the facility. Sylla as the only executive of the Union working in the warehouse also left flyers in a plastic box in the breakrooms at the facility with the union marking for workers to pick up during break times.

8. Through such activity and related activity, Sylla has become a prominent Union supporter within the facility, and is known throughout the facility and publicly as a leader in the Union.

9. Starting after the December 2024 strike and continuing, Sylla noticed the Union flyers he had posted and placed in non-work areas of the facility had been removed on a frequent basis. Sylla complained about the removal of the flyers to Amazon representatives on a regular basis. Including the General Manager.

10. At various points in 2025, Sylla spoke with Amazon representatives Ariana Loca (Senior Operations Manager), Lee (LNU) (HR Manager), Jack (LNU) (Manager), and Mohit Mangale (General Manager) about the flyers being removed.

11. Upon information and belief, Amazon and/or its agents removed the Union flyers Sylla had posted and placed in non-work areas of the facility and Sylla had conversations with management representatives as to where the flyers were taken.

12. Sylla visited Amazon's Human Resources department in 2025 and met with other managers as well – most often to complain about Union flyers being removed and he was the only one to do so. Whenever he went to HR, he usually had to wait on a line of employees for an extended period of time to speak with a Company representative. However, Amazon only recorded each visit using the time he actively met with a representative (a matter of minutes), but excluded the time he spent waiting on line. The time he spent waiting in line to address Amazon's improper removal of union literature was recorded as if it were work time during which Sylla did not perform any work activities, thus negatively affecting his recorded productivity.

13. Whenever possible, Sylla attempted to make visits to Human Resources during his break times. However, given the length of time he had to wait, often his break ended and work time began while he was still on line to meet with an Amazon representative.

14. His other 2025 visits to HR included trying to address time and schedule issues and regularly accompanying bargaining-unit employees when those employees were required to meet with representatives of Amazon, for the purpose of acting as the employees' Union representative, and to provide translation so that management could address their concerns, as he is fluent in Arabic and French. When accompanying employees to these meetings, Sylla wore a jacket with the Union logo and name.

15. During these times, Amazon representatives prohibited Sylla from accompanying employees to meetings in such a capacity. When doing so, Amazon representatives told Sylla words to the effect that Amazon did not recognize his right to accompany co-workers as a Union representative, that the Union was a third party, and that Amazon did not recognize the Union as employees' collective bargaining representative. Sylla had such conversations with Amazon Managers Adam Nelson, Ariana Loca, Aaron Parsons, and other Company representatives.

16. When Sylla had meetings with Amazon representatives in Human Resources and with other managers, as described above, he asked the Company representatives present to make sure his time was recoded, so that it did not appear as idle or unproductive time in his record.

17. Before December 2024, Amazon representatives often scanned Sylla's identification badge during meetings with Human Resources, for the purpose of coding his time in the meeting correctly. After the December 2024 strike, Amazon representatives stopped scanning his badge or decreased the frequency with which they scanned his badge during such meetings. Instead, they told him to just advise his direct managers about his time in HR.

18. On or about August 9, 2025, Amazon terminated Sylla's employment. Amazon cited productivity as the grounds for termination. *See* termination notice dated August 9, 2025, attached hereto as **Attachment A**.

19. In addition to the above coding issues, Sylla was also subject to the below, which also affected his time records, all of which he addressed with management without success.

20. As part of Sylla's duties in the Stow department, employees brought him pallets of merchandise for him to scan. Upon information and belief, it is those employees' duty to open boxes on the pallets, which Sylla was then responsible for scanning before the items were moved elsewhere in the facility. However, the employees bringing him the pallets regularly failed to open the boxes, necessitating Sylla opening them. Because of these circumstances, Sylla could not perform his scanning duties at a desired pace, and thus his productivity was recorded as lower than it would have been if the employees bringing him the pallets performed their duties by opening the boxes.

21. Similarly, since machines regularly broke down without immediate repair, when Sylla's machine broke down, an Amazon representative directed him to move to a different, more distant work station. On multiple occasions, Sylla went to these other work stations only to find another employee already occupied them, necessitating him walking back to his original location. On some occasions, this happened with multiple directives to go to other work stations. All of this time travelling between work stations was recorded as idle or unproductive time within Amazon's system, thus negatively affecting Sylla's recorded productivity in 2025.

22. Each time his work station broke down, including when he had to walk between work stations, Sylla asked Amazon representatives to make sure his time was coded properly, so it did not affect his productivity.

23. Sylla also had a medical accommodation that allowed him to use the bathroom at the facility every two (2) hours, which he often did.

24. Despite granting Sylla's medical accommodation, Amazon counted the time he used the bathroom against him when calculating his productivity in 2025.

25. Starting in or around January 2025 and continuing until his termination, representatives of Amazon approached Sylla with increasing frequency and asked him what he had been doing during specific periods of work time. The representatives said the Company's system marked these periods as showing Sylla being idle or having low productivity. Sylla explained he was engaging in the activities described in the paragraphs above, and asked the Amazon representatives to make sure the coding for those time periods was corrected to reflect those activities. However, even when he raised these issues with the Company representatives, coding mistakes either remained in his record, or the mistakes were only partially addressed.

26. At various points in 2025, Sylla spoke with Amazon representatives Adam Nelson, Ariana Loca, Lee (LNU), Jack (LNU), and Mohit Mengale about the need to recode his time.

27. Employees are not able to correct such coding errors themselves, and must ask an Amazon representative to correct them.

28. While Sylla did not have a way to see if Amazon representatives correctly recoded his time when he asked them to, indications he received upon receiving discipline showed that the representatives did not correctly recode his time despite his valid requests and explanations.

29. Despite Sylla's numerous requests to have time coded properly or recoded to account for the activities described above, Amazon issued him a series of disciplines for low productivity, starting in early 2025. Amazon issued him: two Documented Coachings; a First Written Warning dated April 9, 2025 (attached hereto as **Attachment B**); a Second Written Warning dated May 21, 2025 (attached hereto as **Attachment C**); and a Final Written Warning dated June 15, 2025 (attached hereto as **Attachment D**).

30. By the above conduct, Amazon representatives and agents intentionally and negligently created issues detrimentally affecting his recorded productivity.

31. By the above conduct, Amazon representatives and agents deliberately and artificially lowered Sylla's recorded productivity.

32. Amazon calculated his productivity as described above and lowered Sylla's recorded productivity in order to artificially create reasons to discipline and ultimately discharge him.

33. Amazon lowered Sylla's recorded productivity, issued the disciplines described above, and terminated his employment in retaliation for, and because of Sylla's various activities with and in support of the Union, particularly his leadership in the December 2024 strike and his regular complaints in 2025 about Union flyers being removed from the workplace.

34. This termination is just the latest example of Amazon's efforts to squelch union activities and support at JFK8. Prior to the time period at issue here, Amazon has engaged in an extensive and longstanding anti-union campaign at the facility. Specifically, Amazon has fought unionization at JFK8 from before the time the union won the election in April 2022 to continues to do so to date, including but not limited to unlawfully firing employees and appealing the Union's certification at the National Labor Relations Board and in the courts. And, over the past year, it has been challenging the very constitutionality of the National Labor Relations Board's structure to avoid being held accountable for its actions and obligations.

35. When Sylla was informed he was being terminated, an Amazon representative told him it was triggered by some aspect of his performance on July 29. He asked Amazon for documentation of this alleged performance, but Amazon never gave him such documentation.

36. He appealed his termination and was advised on around the same date that his appeal was denied.

37. He filed a complaint with Amazon's Ethics Department over his termination, which is still pending.

ATTACHMENT A

8:11 • 30

Termination Letter
PDF reader

amazon

08/09/2025

Brima Sylla
185 Saint Marks Place Apt 4H
Staten Island, NY 10301

Dear Brima (EEID: 105205622):

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services LLC is 08/08/2025.

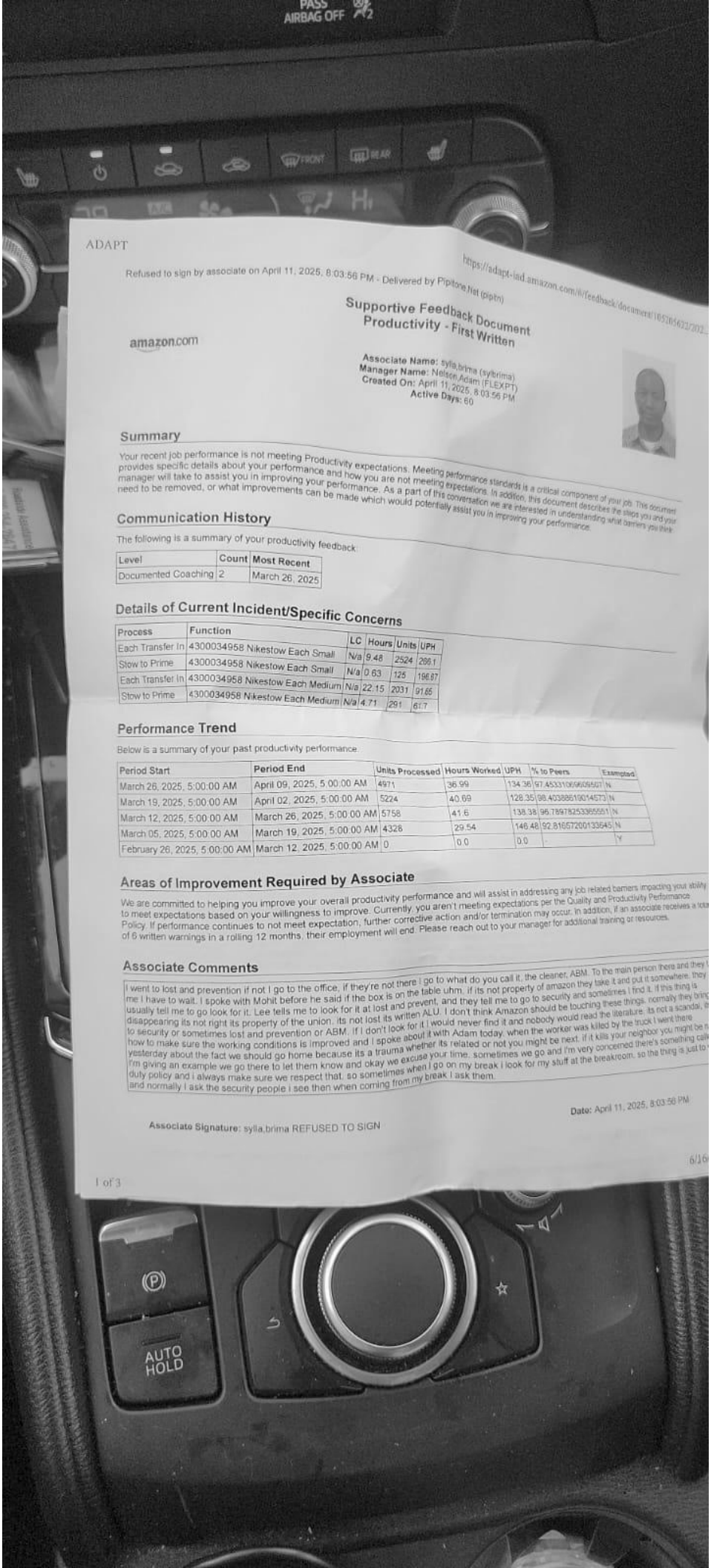
You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review and download in the EDM portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources

Add to note

ATTACHMENT B



ADAPT

https://adapt-iad.amazon.com/#/feedback/document/1052656227/202...

Refused to sign by associate on April 11, 2025, 8:03:56 PM - Delivered by Pipitone,Nat (piptn)

amazon.com

Supportive Feedback Document
Productivity - First Written

Associate Name: sylla,brima (sylbrima)
Manager Name: Nelson,Adam (FLEXPT)
Created On: April 11, 2025, 8:03:56 PM
Active Days: 60

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback.

Level	Count	Most Recent
Documented Coaching	2	March 26, 2025

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH
Each Transfer In	4300034958 Nikestow Each Small	N/a	9.48	2524	266.1
Stow to Prime	4300034958 Nikestow Each Small	N/a	0.63	125	196.87
Each Transfer In	4300034958 Nikestow Each Medium	N/a	22.15	2031	91.65
Stow to Prime	4300034958 Nikestow Each Medium	N/a	4.71	291	61.7

Performance Trend

Below is a summary of your past productivity performance.

Period Start	Period End	Units Processed	Hours Worked	UPH	% to Peers	Exempted
March 26, 2025, 5:00:00 AM	April 09, 2025, 5:00:00 AM	4971	36.99	134.36	97.45331069609507	N
March 19, 2025, 5:00:00 AM	April 02, 2025, 5:00:00 AM	5224	40.69	128.35	98.40388619014573	N
March 12, 2025, 5:00:00 AM	March 26, 2025, 5:00:00 AM	5758	41.6	138.38	96.78978253365551	N
March 05, 2025, 5:00:00 AM	March 19, 2025, 5:00:00 AM	4328	29.54	146.48	92.81657200133645	N
February 26, 2025, 5:00:00 AM	March 12, 2025, 5:00:00 AM	0	0.0	0.0		Y

Areas of Improvement Required by Associate

We are committed to helping you improve your overall productivity performance and will assist in addressing any job related barriers impacting your ability to meet expectations based on your willingness to improve. Currently, you aren't meeting expectations per the Quality and Productivity Performance Policy. If performance continues to not meet expectation, further corrective action and/or termination may occur. In addition, if an associate receives a total of 6 written warnings in a rolling 12 months, their employment will end. Please reach out to your manager for additional training or resources.

Associate Comments

I went to lost and prevention if not I go to the office, if they're not there I go to what do you call it, the cleaner, ABM. To the main person there and they tell me I have to wait. I spoke with Mohit before he said if the box is on the table uhm, if its not property of amazon they take it and put it somewhere, they usually tell me to go look for it. Lee tells me to look for it at lost and prevent, and they tell me to go to security and sometimes I find it. If this thing is disappearing its not right its property of the union, its not lost its written ALU. I don't think Amazon should be touching these things, normally they bring to security or sometimes lost and prevention or ABM. If I don't look for it I would never find it and nobody would read the literature, its not a scandal, how to make sure the working conditions is improved and I spoke about it with Adam today, when the worker was killed by the truck I went there yesterday about the fact we should go home because its a trauma whether its related or not you might be next, if it kills your neighbor you might be I'm giving an example we go there to let them know and okay we excuse your time, sometimes we go and I'm very concerned there's something call duty policy and i always make sure we respect that, so sometimes when I go on my break I look for my stuff at the breakroom, so the thing is just to and normally I ask the security people i see then when coming from my break I ask them.

Date: April 11, 2025, 8:03:56 PM

Associate Signature: sylla,brima REFUSED TO SIGN

6/16

1 of 3

ATTACHMENT C

Refused to sign by associate on May 29, 2025, 1:31:51 AM - Delivered by Samad,Abdus (samadabu)

Supportive Feedback Document
Productivity - Second Written

amazon.com



Associate Name: sylla brima (sylbrima)
Manager Name: Nelson,Adam (FLEXPT)
Created On: May 29, 2025, 1:31:51 AM
Active Days: 60

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Coaching	2	March 26, 2025
First Written	1	April 09, 2025

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH
Stow to Prime	4300034958 Nikestow Each Small	N/a	0.08	32	361.12
Stow to Prime	4300034958 Nikestow Each Medium	N/a	0.08	8	96.64
Each Transfer In	4300034958 Nikestow Each Medium	N/a	18.51	2089	112.8
Each Transfer In	4300034958 Nikestow Each Small	N/a	13.61	2983	219.09

Performance Trend

Below is a summary of your past productivity performance:

Period Start	Period End	Units Processed	Hours Worked	UPH	% to Peers	Exempted
May 14, 2025, 5:00:00 AM	May 28, 2025, 5:00:00 AM	5242	29.27	179.03	90.79283887468031	N
May 07, 2025, 5:00:00 AM	May 21, 2025, 5:00:00 AM	5112	32.3	158.23	97.55927475592748	N
April 30, 2025, 5:00:00 AM	May 14, 2025, 5:00:00 AM	3840	24.34	157.72	94.45617154959407	N
April 23, 2025, 5:00:00 AM	May 07, 2025, 5:00:00 AM	0	0.0	0.0		Y
April 16, 2025, 5:00:00 AM	April 30, 2025, 5:00:00 AM	0	0.0	0.0	-	Y
April 09, 2025, 5:00:00 AM	April 23, 2025, 5:00:00 AM	0	0.0	0.0	-	Y

Areas of Improvement Required by Associate

We are committed to helping you improve your overall productivity performance and will assist in addressing any job related barriers impacting your ability to meet expectations based on your willingness to improve. Currently, you aren't meeting expectations per the Quality and Productivity Performance Policy. If performance continues to not meet expectation, further corrective action and/or termination may occur. In addition, if an associate receives a total of 6 written warnings in a rolling 12 months, their employment will end. Please reach out to your manager for additional training or resources.

Associate Comments

AA stated the first productivity write-up they received was not delivered to them. AA stated they spoke to jmorado, ovadi and ahjbe about their first written which they told him was going to be review. AA stated no one came to tell him what the outcome of the review was. AA stated they don't agree with the feedback, because their time was not taken into account when they were with PXT and senior team. AA also stated they sometimes have to go to the restroom after their break because of their accommodation which they felt was not accounted for in their time.

ATTACHMENT D

Refused to sign by associate on June 15, 2025, 12:44:35 AM - Delivered by Byfield,Walt (wbyfield)

Supportive Feedback Document
Productivity - Final Written

amazon.com

Associate Name: sylla,brima (sybrima)
Manager Name: Nelson,Adam (FLEXPT)
Created On: June 15, 2025, 12:44:35 AM
Active Days: 90



Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
First Written	1	April 09, 2025
Documented Coaching	2	March 26, 2025
Second Written	1	May 21, 2025

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH
Stow to Prime	4300034958 Nikestow Each Small	N/a	0.69	137	198.31
Each Transfer In	4300034958 Nikestow Each Small	N/a	12.02	2807	233.5
Each Transfer In	4300034958 Nikestow Each Large	N/a	0.26	22	81.56
Each Transfer In	4300034958 Nikestow Each Medium	N/a	20.4	2335	114.4
Stow to Prime	4300034958 Nikestow Each Medium	N/a	1.72	113	65.39

Performance Trend

Below is a summary of your past productivity performance.

Period Start	Period End	Units Processed	Hours Worked	UPH	% to Peers	Exempted
May 28, 2025, 5:00:00 AM	June 11, 2025, 5:00:00 AM	5414	35.11	154.16	97.0567867036011	N
May 21, 2025, 5:00:00 AM	June 04, 2025, 5:00:00 AM	6470	38.51	167.99	93.19558247239046	N
May 14, 2025, 5:00:00 AM	May 28, 2025, 5:00:00 AM	5242	29.27	179.03	90.79283687488031	N
May 07, 2025, 5:00:00 AM	May 21, 2025, 5:00:00 AM	5112	32.3	158.23	97.55927475592748	N
April 30, 2025, 5:00:00 AM	May 14, 2025, 5:00:00 AM	3840	24.34	157.72	94.45817154959407	N
April 23, 2025, 5:00:00 AM	May 07, 2025, 5:00:00 AM	0	0.0	0.0	-	Y

Areas of Improvement Required by Associate

We are committed to helping you improve your overall productivity performance and will assist in addressing any job related barriers impacting your ability to meet expectations based on your willingness to improve. Currently, you aren't meeting expectations per the Quality and Productivity Performance Policy. If performance continues to not meet expectation, further corrective action and/or termination may occur. In addition, if an associate receives a total of 6 written warnings in a rolling 12 months, their employment will end. Please reach out to your manager for additional training or resources.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

Spoke to AA on 6.14.2025 regarding their productivity feedback. During the conversation, AA expressed that they do not believe their performance is accurately reflected by their slow performance alone. They feel TLI negatively impacts their overall metrics—particularly when they step away from their station to escalate concerns, and that time is not properly coded. AM reviewed the AA's two-week productivity data in detail, but AA disagreed with the assessment. AA was informed of their right to appeal and stated they plan to follow up with PXT and Senior Ops regarding their concerns.

EXHIBIT B

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

The Electric Tower
535 Washington Street, Suite 302
Buffalo, NY 14203-1415
TEL: (716) 847-3449
FAX: (716) 847-3690
www.perb.ny.gov

TIMOTHY CONNICK
Chairperson

JOSEPH E. O'DONNELL
Director
Private Employment Practices
and Representation

October 1, 2025

VIA ELECTRONIC MAIL

Ian Hayes, Esq.
Hayes Dolce
ihayes@hayesdolce.com

James La Rocca, Esq.
Hunton Andrews Kurth LLP
jlarocca@hunton.com

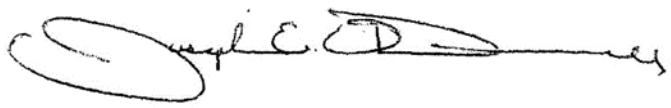
RE: Case No. UP-40005 – AMAZON.COM LLC JFK8 FULFILLMENT CENTER

Dear Representatives:

Be advised that PERB will hold this matter in abeyance pending the outcome of the preliminary injunction motion in *National Labor Relations Board v State of New York, et al.*, 1:25-cv-1283-GTS-ML currently pending in the United States District Court for the Northern District of New York.

As a consequence, the WebEx conference previously scheduled for **Monday, October 13, 2025, at 2:00 p.m.** is adjourned, and the Respondent's deadline for filing its Answer to the Charge or Motion for Particularization is stayed until further notice.

Very truly yours,



Joseph E. O'Donnell, Director
Private Employment Practices and Representation

JO/kb
cc: Amazon.com LLC JFK8 Fulfillment Center (VIA USPS)
Mohit Mengale, General Manager
546 Gulf Avenue
Staten Island, NY 10314

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

AMAZON.COM SERVICES LLC,

410 Terry Avenue North
Seattle, Washington 98109-5210,

Plaintiff,

v.

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD, TIMOTHY CONNICK, in his official capacity as Chair of the New York State Public Employment Relations Board, BARBARA C. DEINHARDT, in her official capacity as Member of the New York State Public Employment Relations Board, ROSEMARY A. TOWNLEY, in her official capacity as Member of the New York State Public Employment Relations Board, LAURA H. DELANEY, in her official capacity as General Counsel of the New York State Public Employment Relations Board, and JOSEPH E. O'DONNELL, in his official capacity as Director of Private Employment Practices and Representation for the New York State Employment Relations Board,

P.O. Box 2074
Empire State Plaza
Agency Building 2
Albany, New York 12220-0074,
Defendants.

Case No.: 1:25-cv-05311-ERK-MMH

PROOF OF SERVICE

PROOF OF SERVICE

STATE OF NEW YORK COUNTY OF KINGS

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Kings, State of New York. My business address is 300 Cadman Plaza West, 12th Floor, Brooklyn, New York 11201.

On October 2, 2025, I served true copies of the following document(s) described as **NOTICE OF MOTION TO INTERVENE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JEANNE MIRER IN SUPPORT OF MOTION TO INTERVENE; AND PROPOSED ORDER** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 2, 2025, at Glendale, California.

Jeanne Mirer

SERVICE LIST

Amazon.com Services LLC	Represented by James Joseph La Rocca Hunton Andrews Kurth LLP 200 Park Avenue 52nd Floor New York, NY 10166 Email: jlarocca@huntonak.com Kurt G Larkin Hunton Andrews Kurth LLP Riverfront Plaza, East Tower 951 East Byrd Street Richmond, VA 23219-4074 Email: klarkin@huntonak.com Amber Rogers Hunton Andrews Kurth LLP 1445 Ross Avenue Suite 3700 Dallas, TX 75202 Email: arogers@hunton.com *Served via CM/ECF Notice of Electronic Filing*
New York Public Employment Relations Board **Timothy Connick** **Barbara C. Deinhardt** **Rosemary A. Townley** **Laura H. Delaney** **Joseph E. O'Donnell**	Represented by Young Woo Lee New York State Office of the Attorney General Labor Bureau 28 Liberty Street, Fl 15 New York, NY 10005 Email: young.lee@ag.ny.gov *Served via CM/ECF Notice of Electronic Filing*

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

AMAZON.COM SERVICES LLC,

410 Terry Avenue North
Seattle, Washington 98109-5210,

Plaintiff,

v.

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD, TIMOTHY CONNICK, in his official capacity as Chair of the New York State Public Employment Relations Board, BARBARA C. DEINHARDT, in her official capacity as Member of the New York State Public Employment Relations Board, ROSEMARY A. TOWNLEY, in her official capacity as Member of the New York State Public Employment Relations Board, LAURA H. DELANEY, in her official capacity as General Counsel of the New York State Public Employment Relations Board, and JOSEPH E. O'DONNELL, in his official capacity as Director of Private Employment Practices and Representation for the New York State Employment Relations Board,

P.O. Box 2074
Empire State Plaza
Agency Building 2
Albany, New York 12220-0074,

Defendants.

Case No.: 1:25-cv-05311-ERK-MMH

[PROPOSED] ORDER GRANTING MOTION TO INTERVENE BY AMAZON LABOR UNION NO. 1, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Upon consideration of the Motion to Intervene by Proposed Intervenor Amazon Labor Union No. 1, International Brotherhood of Teamsters ("ALU-IBT Local 1"), the supporting papers thereto, and any opposition, reply, and oral argument thereon, and for good cause shown, it is hereby ORDERED that:

1. The Motion to Intervene is granted.

IT IS SO ORDERED.

Dated:

Hon. Eric Komitee
U.S. District Judge
Eastern District of New York