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September 4, 2018

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National Labor Relations Board, Region 5
100 S. Charles Street, Suite 600
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Re: Case No. 05-CA-224856

Dear Ms. Duvall:

Amazon.com.dedc LLC ("Amazon" or the "Company") provides this statement of position in response to the charge filed by (b) (6), (b) (7)(C) in the above-referenced case. The Company understands (b) (6), (b) (7) to allege that Amazon has violated Section 8(a)(1) of the National Labor Relations Act (the "Act") by terminating (b) (6), (b) (7) employment in retaliation for (b) (6) allegedly engaging in protected activity by making complaints about (b) (6), (b) (7)(C) and about productivity rates.

As explained in more detail below, (b) (6), (b) (7) allegations are without merit and should be dismissed, absent withdrawal. (b) (6), (b) (7) termination was based on (b) (6) repeated failure to meet and maintain, with any consistency, (b) (6) production rates. Notably, the production rates are set from outside the facility and apply to the entire facility, not just a single employee. Additionally, (b) (6), (b) (7)(C), whom (b) (6), (b) (7)(C) apparently claims manipulated (b) (6) numbers, had no ability whatsoever to modify production rates. In fact, (b) (6), (b) (7)(C) received two automatically generated notices from the system, but recognized the error in policy application and contacted HR to have the error corrected, which resulted in (b) (6), (b) (7)(C) receiving re-trains as opposed to terminations. Further, the criteria for receiving a production related notice is entirely objective - the production system generates all production related warning and termination notices automatically with no input from supervisors.

Finally, (b) (6), (b) (7) alleged protected concerted activity, was neither protected nor concerted. All of (b) (6) complaints centered around (b) (6) own irritation with (b) (6), (b) (7) and (b) (6) own concerns with (b) (6) inability to keep up with facility-wide productivity rates. There is no evidence that (b) (6) complaints were on behalf of (b) (6) fellow co-workers or that (b) (6) was a spokesperson for (b) (6) co-workers. Put simply, (b) (6), (b) (7) inability to meet production rates was the reason, and only reason, for (b) (6) termination from Amazon.

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FACTUAL BACKGROUND

I. Amazon

A. Overview

Amazon operates websites that sell various products, including books, electronics, CDs, DVDs, and apparel. Amazon packages and ships products from warehouses called Fulfillment Centers, operated by Amazon. Amazon operates numerous Fulfillment Centers in North America, including one in Baltimore, Maryland known internally as "BW12."

B. Productivity and Performance Management

Amazon prides itself on providing quality and efficient service to its millions and millions of customers around the World. Once a customer places an online order, it is routed to the warehouse closest to the order delivery address for fulfillment. Associates receive the orders and must review and fulfill the order by locating all items on the order, scanning the items to ensure all items are accounted for on the order and place the items in a box or other shipping container for shipment to the customer. Associates must be detailed and efficient in processing each order. In order to ensure that associates are processing orders as efficiently as possible, Amazon developed a proprietary productivity metric for measuring and weighting productivity of each associate. The metric system is used at all North American fulfillment centers and sets forth a standardized metric based on several weeks of quality performance data across North America. The productivity rate is also based on a metric applied at all North American fulfillment centers and is evaluated quarterly to make modifications as necessary.

Each Wednesday, facilities hold quality and productivity performance reviews to review data from the prior week. In order to measure performance fairly and consistently, metrics are reviewed across the entire building. While managers can provide feedback on productivity rates for their respective departments, the productivity rate is the same for every associate during the timeframe reviewed.¹ Any determination to modify productivity rates is made by managers outside the facility. Importantly, individual site managers do not have the ability to set or manipulate production rates, and rates are based on purely objective goals.

Amazon's system tracks the rates of each individual associate's productivity and automatically generates any warnings or terminations regarding quality or productivity without input from supervisors.² Any system feedback or automatically generated warnings or termination notices are required to be provided to associates within 14 days. If the feedback is not provided for any

¹ New employees have a decreased productivity expectation until they have a certain amount of experience. (b) (6), (b) (7)(C) notices all came after (b) (6) initial break-in period, aside from the verbal counseling (b) (6) received in (b) (6), (b) (7)(C) 2017 flagging productivity concerns for (b) (6)

² The system also tracks an associates Time Off Task (TOT). The system keeps track of gaps in scanning, and generates reports based on those breaks. Once a day supervisors review the report and deliver the TOTs to the associates to discuss why they were off task. If an associate has a reasonable excuse, such as a bathroom break, the supervisor can exempt the warning. Warnings for TOT are based on the following: 30 minutes – 1-hour TOT = 1st written warning; 1 hour-2 hours = final written warning; 2 hours + = Termination.

reason, i.e. associate or manager on vacation or the facility is at "peak" operation level,³ the notice expires and is no longer valid. Similarly, the ADAPT (Associate Development and Performance Tracker) allows for notices to be exempted in the system if there is a delay in delivering feedback, lack of work, mechanical issues, etc... which created some barrier that prevented the associate from being successful. While managers have no control over rates, they can override the automatically generated notices in order to exempt or override the notice if a policy was applied incorrectly, as ██████ did twice for ██████. If an associate receives two final written warnings or a total of six written warnings within a rolling 12-month period, the system automatically generates a termination notice.

II. ██████ Employment with Amazon

A. ██████ Employment History

██████ was hired as a temporary/agency worker into a fulfillment center support role at the BW12 Fulfillment Center ("facility") on ██████, 2017. On ██████, 2017, ██████ assignment was complete and ██████ employment was terminated. ██████ was re-hired on ██████, 2017 as a fulfillment associate. In this role ██████ reported to ██████. As a fulfillment associate ██████ was responsible for reading and deciphering customer orders, locating merchandise for orders, picking the merchandise from various locations in the warehouse, scanning the items and packing the items for shipping to customers. In this role, efficiency and productivity are the key to success.

B. ██████ Productivity History

On ██████, 2017, ██████ received a verbal coaching from ██████ regarding ██████ productivity rates. On ██████, 2018,⁴ ██████ received ██████ first written warning. At that time ██████ failed to meet ██████ productivity rate for 4 out of the prior 6 weeks, with ██████ overall rate reaching only 66.35% of the goal. (See Exhibit "A"). On ██████, ██████ received ██████ second written warning. At that time ██████ failed to meet ██████ productivity rate in any of the prior 6 weeks, with ██████ average overall rate reaching 88.88% of the goal. (See Exhibit "B"). On ██████ received a final written warning. At that time ██████ again failed to meet ██████ productivity rate in any of the prior 6 weeks, with ██████ overall rate for chuting reaching 88.86% and ██████ packing singles rate reaching 82.62%. (See Exhibit "C"). On ██████ was terminated for failure to consistently meet ██████ productivity rates since ██████ 2017 start date. (See Exhibit "D").

██████ appealed ██████ termination through the internal appeals process and was reinstated on April 9th. The appeals committee determined that the termination should be reversed because ██████ had not been provided any re-trainings prior to ██████ termination.⁵ ██████ was returned

³ Peak times occur several times a year, but most often around the Christmas Holidays or around Amazon Prime Day (Amazon's biggest, global shopping day held once a year exclusively for Prime members. Prime Day started on July 16 of this year).

⁴ The document was created on January 22, but generated on January 17. All dates herein 2018, unless otherwise stated.

⁵ This is actually inaccurate. As ██████ acknowledged himself in ██████ July 1 letter to Human Resources (See Exhibit J infra.), ██████ received a re-training in February 2018. However, due to an error in paperwork processing, the re-training was not reflected in ██████ ADAPT profile.

to work with an exempted termination and a mandatory re-train. Upon (b) (6), (b) (7)(C) return to work (b) (6), (b) (7)(C) received the required re-train on April 16th. During the retrain, the trainer encouraged (b) (6), (b) (7)(C) to scan items before (b) (6), (b) (7)(C) placed them in the box in order to increase (b) (6), (b) (7)(C) efficiency, but (b) (6), (b) (7)(C) refused noting that (b) (6), (b) (7)(C) preferred to do it (b) (6), (b) (7)(C) way (place the items in the box first, take them out of the box and scan them, then place them back in the box) and that (b) (6), (b) (7)(C) way was faster for (b) (6), (b) (7)(C). (See Exhibit "E").⁶ (b) (6), (b) (7)(C) again missed the productivity rate goal, and the system automatically generated a termination notice for (b) (6), (b) (7)(C), but because (b) (6), (b) (7)(C) recognized that the application of a termination was incorrect, (b) (6), (b) (7)(C) approached HR and notated in ADAPT that the incorrect policy was applied. As a result, (b) (6), (b) (7)(C) received an additional retrain on May 22nd. During that training, the trainer noted that (b) (6), (b) (7)(C) continued to place items in the box, then remove them to scan, then place them back in the box. However, the trainer did not think that this process was slowing (b) (6), (b) (7)(C) down. The trainer did note that (b) (6), (b) (7)(C) was struggling with equipment such as the tape machine and encouraged (b) (6), (b) (7)(C) to overcome the equipment barriers and ask to move to another station if issues persisted with equipment. (See Exhibit "F").

On (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) received a first written warning. At that time (b) (6), (b) (7)(C) failed to meet (b) (6), (b) (7)(C) productivity rate for 5 of the prior 6 weeks, with (b) (6), (b) (7)(C) overall rate reaching 92.65% of the goal. (See Exhibit "G"). On (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) received a second written warning. At that time (b) (6), (b) (7)(C) failed to meet (b) (6), (b) (7)(C) goal for 5 of the prior 6 weeks with (b) (6), (b) (7)(C) pack singles rate reaching a mere 72.01% and (b) (6), (b) (7)(C) cutting meeting 93.04% of the rate. (See Exhibit "H"). The system generated an additional termination for (b) (6), (b) (7)(C) on July 18, but because Amazon Prime Day was just completing the facility was on "peak" time and (b) (6), (b) (7)(C) determined it was not a good week to terminate (b) (6), (b) (7)(C). Therefore, (b) (6), (b) (7)(C) allowed the termination notice to expire in the system. As (b) (6), (b) (7)(C) had received over six warnings in the past 6 months, the system automatically generated an additional termination notice for (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C). At that time, (b) (6), (b) (7)(C) failed to meet the goal for 4 out of 6 weeks, with (b) (6), (b) (7)(C) rate reaching 62.3%. (See Exhibit "I"). At this point, (b) (6), (b) (7)(C) was terminated.

C. (b) (6), (b) (7)(C) Complaints to Human Resources about (b) (6), (b) (7)(C)

On July 1, (b) (6), (b) (7)(C) submitted a 4-page letter to human resources noting that (b) (6), (b) (7)(C) was there to "file a complaint against (b) (6), (b) (7)(C)." (See Exhibit "J"). The letter noted that (b) (6), (b) (7)(C) felt (b) (6), (b) (7)(C) was responsible for (b) (6), (b) (7)(C) March termination. (b) (6), (b) (7)(C) also noted that (b) (6), (b) (7)(C) lost the paperwork for (b) (6), (b) (7)(C) April retrain and as a result (b) (6), (b) (7)(C) was forced to do an additional retrain in May. In the letter (b) (6), (b) (7)(C) noted that (b) (6), (b) (7)(C) felt someone in management was mishandling (b) (6), (b) (7)(C) numbers and that other managers gave (b) (6), (b) (7)(C) compliments, but (b) (6), (b) (7)(C) never did. (b) (6), (b) (7)(C) ended the letter with a summary:

I am writing this complaint and reporting (b) (6), (b) (7)(C) not only for (b) (6), (b) (7)(C) rude and disrespectful attitude, but for also false accusations about my rates, time off task, and being an (b) (6), (b) (7)(C) who makes wrongful decisions towards me. I've had problems with (b) (6), (b) (7)(C) and what (b) (6), (b) (7)(C) did in the recent month. Therefore, I

⁶ Unfortunately, this paperwork was not processed quickly enough and the system generated an additional termination notice, discussed infra., for (b) (6), (b) (7)(C). As a result, (b) (6), (b) (7)(C) was given an additional re-train. It is important to note that re-trains are not disciplinary in nature. In fact, they are used to encourage and assist associates in reaching the productivity goals. Even if there is no system generated notices, associates can request re-trains with no negative impact on their evaluations whatsoever.

wished to have these writings exempt and to have (b) (6), (b) (7)(C) wrongful actions reported.

On July 23, (b) (6), (b) (7)(C) wrote another letter entitled "Amazon Appeal of Termination" and submitted it to human resources. (See Exhibit "K"). In the letter (b) (6), (b) (7)(C) restated most of the same complaints (b) (6), (b) (7) had about (b) (6), (b) (7) in (b) (6), (b) (7) letter of July 1, including that (b) (6), (b) (7) never complimented (b) (6), (b) (7) work, that (b) (6), (b) (7) believes a manager was mishandling (b) (6), (b) (7) rates, and that (b) (6), (b) (7) was mistreated and wrongfully terminated by (b) (6), (b) (7)(C).

Both documents were contained in the appeals committee package and were fully considered by the appeals committee in its review of (b) (6), (b) (7) termination. Notably, all of (b) (6), (b) (7)(C) complaints focused solely on (b) (6), (b) (7)(C) personal gripes about (b) (6), (b) (7)(C).

D. (b) (6), (b) (7)(C) Internal Appeal

Upon termination employees have the option to appeal the decision to the General Manager of the facility or to an appeals panel of their peers. (b) (6), (b) (7)(C) chose to have (b) (6), (b) (7)(C) termination reviewed by a panel of (b) (6), (b) (7)(C) peers. The panel reviewed (b) (6), (b) (7)(C) performance documents (See above Exhibits A-I) as well as (b) (6), (b) (7)(C) two letters to human resources (See Exhibits J and K). The panel met, thoroughly considered all information related to (b) (6), (b) (7)(C) complaints and termination and unanimously decided to uphold the termination on August 7. (See Exhibit "L"). The panel determined that (b) (6), (b) (7)(C) was not consistent with (b) (6), (b) (7)(C) performance and had more than 6 written warnings in a 365-day calendar year. The panel also noted that (b) (6), (b) (7)(C) attributed one of (b) (6), (b) (7)(C) low performances to being ill, and a panelist noted that (b) (6), (b) (7)(C) should have taken time off when (b) (6), (b) (7)(C) did not feel well to avoid impact on (b) (6), (b) (7)(C) rates.

Shortly after receiving the panel's determination, (b) (6), (b) (7)(C) filed the instant Charge on August 1, 2018.

DISCUSSION

I. (b) (6), (b) (7)(C) did Not Engage in Protected Concerted Activity

There can be no violation of the Act when, as in this case, (b) (6), (b) (7)(C) did not engage in any protected concerted activity.

Based on the factual record, it is clear that (b) (6), (b) (7)(C) is attempting to shoe horn (b) (6), (b) (7)(C) "complaints" about (b) (6), (b) (7)(C), into an NLRA violation. (b) (6), (b) (7)(C) attempts this feat by asserting that (b) (6), (b) (7)(C) repeated *personal* complaints about productivity rates, and (b) (6), (b) (7)(C) apparent inability to meet them, were "protected, concerted" activity. Yet (b) (6), (b) (7)(C) allegations, and the factual record, reveal absolutely no evidence that (b) (6), (b) (7)(C) complaints were anything but (b) (6), (b) (7)(C) own. (b) (6), (b) (7)(C) did complain to (b) (6), (b) (7)(C) each time (b) (6), (b) (7)(C) received a verbal or written notice about failing to meet productivity rates, but such complaints were never concerted in nature. (b) (6), (b) (7)(C) complained that (b) (6), (b) (7)(C) was working in other areas, and not just packing, so (b) (6), (b) (7)(C) numbers were not correct. (b) (6), (b) (7)(C) explained to (b) (6), (b) (7)(C), time and time again, that anytime (b) (6), (b) (7)(C) was logged into a station performing packing for 5 hours, the system would apply productivity rates to (b) (6), (b) (7)(C) and that if was not in packing for at least 5 hours the system would not apply the rate. (b) (6), (b) (7)(C) never complained about (b) (6), (b) (7)(C) co-workers, or even mentioned that other co-workers were having problems with rates. (b) (6), (b) (7)(C) also noted in (b) (6), (b) (7)(C) July 1 letter, that (b) (6), (b) (7)(C) gave (b) (6), (b) (7)(C) "time off task" notices (TOT), but what (b) (6), (b) (7)(C) failed to note is that (b) (6), (b) (7)(C) has nothing to do with TOTs

because they are automatically monitored and generated by the system, just as the productivity rates are.

In *Meyers Industries*, 281 NLRB 882 (1986) ("*Meyers II*"), the Board explained that "to qualify as [concerted activity], [individual action] must appear at the very least it was engaged in with the object of initiating or inducing or preparing for group action or that it had some relation to group action in the interest of the employees." *Id.* at 887. A close read of (b) (6), (b) (7) two letters to human resources concerning (b) (6), (b) (7) show that every single complaint waged by (b) (6), (b) (7) in the letter related only to (b) (6), (b) (7) numbers, (b) (6), (b) (7) rates, and (b) (6), (b) (7) need for compliments from (b) (6), (b) (7)(C). Additionally, no employees indicated that (b) (6), (b) (7) spoke on behalf of them. Even if others separately expressed a similar point of view, that alone is not enough to make the activity concerted. See *Meyers Industries, Inc.*, 268 NLRB 493, 498 (1984) ("individual employee concern, even if openly manifested by several employees on an individual basis, is not sufficient to prove concert of action."). Tellingly, (b) (6), (b) (7) never once indicated in (b) (6), (b) (7) letters to human resources that (b) (6), (b) (7) was speaking on behalf of (b) (6), (b) (7) co-workers or that (b) (6), (b) (7) co-workers felt the same way as (b) (6), (b) (7) did. Additionally (b) (6), (b) (7) never gave examples of (b) (6), (b) (7) treating a co-worker badly, or that other co-workers were upset about productivity rates. Rather (b) (6), (b) (7) letters and verbal complaints addressed personal gripes and excuses for (b) (6), (b) (7) inability to meet production rates. Contrary to (b) (6), (b) (7) claims in (b) (6), (b) (7) letter concerning (b) (6), (b) (7), the only person responsible for (b) (6), (b) (7) termination, was (b) (6), (b) (7)(C), and (b) (6), (b) (7) repeated inability to reach the productivity goals. (b) (6), (b) (7) complaints about (b) (6), (b) (7) and productivity rates were the quintessential personal gripe.

Based on the totality of the circumstances (b) (6), (b) (7) complaints about (b) (6), (b) (7) and productivity rates were not protected concerted activity.

II. (b) (6), (b) (7) was Terminated for (b) (6), (b) (7) Repeated Failure to Meet Productivity Rates

Even if (b) (6), (b) (7) had engaged in protected, concerted activity, which (b) (6), (b) (7) did not, and had that activity contributed to (b) (6), (b) (7) termination in any material way, (b) (6), (b) (7) repeated failure to meet (b) (6), (b) (7) productivity rates would have resulted in (b) (6), (b) (7) termination in any event.

A. Relevant Section 8(a)(1) Legal Framework

Given that Amazon is alleged to have retaliated against (b) (6), (b) (7) after (b) (6), (b) (7) engaged in some protected, concerted activities, the Board's *Wright Line* test applies here. In other words, the legal question is what motivated Amazon to terminate (b) (6), (b) (7); (b) (6), (b) (7) asserted protected concerted activity, or Amazon's legitimate business concerns over (b) (6), (b) (7) repeated failure to meet productivity rates.

In order to show unlawful discrimination, there must, at a minimum, be protected activity, knowledge of that activity by the employer, and employer animus or hostility toward that activity. See *Columbian Distribution Servs., Inc.*, 320 NLRB 1068, 1071 (1996); *Wright Line, Inc.*, 251 NLRB 1083, 1089 (1980), *enfd* 662 F.2d 899 (1st Cir. 1981). Additionally, a Section 8(a)(3) violation necessarily depends on a causal connection between the employee's protected activities and an adverse employment action. See *P.W. Supermarkets Inc.*, 269 NLRB 839, 840 (1984).

If the General Counsel is able to meet these evidentiary burdens, the employer may still defend the charge "[by] asserting a legitimate reason for its decision and showing by a preponderance of the evidence that the legitimate reason would have brought about the same result even without the illegal motivation." *Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1008 (2003).

B. (b) (6), (b) (7)(C) Engaged in No Concerted Activity When (b) (6) Raised "Personal Gripes" Over Productivity Rates.

As noted above, the charge can be dismissed for want of concerted activity. (b) (6), (b) (7)(C) ongoing complaints about productivity rates, whether raised in one-on-one or while on the facility floor at (b) (6) work station, were not "concerted" or designed for "mutual aid or protection." The Board clearly distinguishes employee communications made for their own individualized purposes from efforts to promote group action and group complaints. As the Board has held, an employee's conduct "must be both concerted and engaged in for the purpose of 'mutual aid or protection.'" *Fresh & Easy Neighborhood Market, Inc.*, 361 NLRB No. 12, slip op. 3 (2014). These requirements are "separate but indispensable" elements. *Id.* And both are analyzed under an objective standard. *Id.*

As applied here, the Region should find that the alleged concerns with productivity and with (b) (6), (b) (7)(C) raised by (b) (6), (b) (7)(C) are limited to the personal gripes related to (b) (6) inability to meet standardized productivity rates and with (b) (6), (b) (7)(C) – and that's it. There is no evidence that (b) (6), (b) (7)(C) spoke on behalf of any (b) (6), (b) (7)(C) co-workers, or that any of (b) (6), (b) (7)(C) co-workers intended for (b) (6), (b) (7)(C) to be their spokes (b) (6), (b) (7)(C). On this basis, the Region can dismiss the charge for want of a fundamental *prima facie* element – protected, concerted activity.

C. Were a *Prima Facie* Case Found, Amazon Had a Legitimate Business Reason for Terminating (b) (6), (b) (7)(C) Employment.

Even if (b) (6), (b) (7)(C) could establish a *prima facie* case under *Wright Line* (which (b) (6) cannot), the Company would have terminated (b) (6) regardless of (b) (6) alleged protected concerted activity. See *Virginian Metal Products Co.*, 306 NLRB 257, 259 (1992). As explained above, the decision to terminate (b) (6), (b) (7)(C) would have "taken place even in the absence of protected conduct," which is a complete defense to an alleged Section 8(a)(1) violation. *Wright Line*, 251 NLRB at 1089; see also *Cardinal Home Prods., Inc.*, 338 NLRB 1004, 1008 (2003) (stating respondent may defend the charge "[by] asserting a legitimate reason for its decision and showing by a preponderance of the evidence that the legitimate reason would have brought about the same result even without the illegal motivation.").

Further, the Board in *Wright Line* noted that "our task in resolving cases alleging violations which turn on motivation is to determine whether a causal relationship existed between employees engaging in union or other protected activities and actions on the part of their employer which detrimentally affect such employees' employment." *Wright Line*, 251 NLRB at 1089. To prove discriminatory discharge, the General Counsel must establish "that the employee was discharged for his union activities or membership—that but for his union activities or membership, he would not have been discharged." *Concepts & Designs, Inc.*, 101 F.3d at 1245 (quoting *Mead & Mount Constr.*, 411 F.2d at 1157). See also *Nichols Aluminum, LLC v. NLRB*, 797 F.3d 548, 555, 2015 BL 260209, 6 (8th Cir. 2015) (Court held that the Board misapplied the *Wright Line* standard and failed to analyze causation properly).

The Company terminated (b) (6), (b) (7)(C) because (b) (6) repeatedly failed to meet productivity rates. Amazon consistently terminates fulfillment center associates for failing to repeatedly meet the standardized productivity rates. In fact, Amazon has terminated hundreds of employees at the BWI2 facility alone since August 2017 for failure to meet productivity rates. (See Exhibit "M"). (b) (6), (b) (7)(C) was terminated previously for failure to meet productivity rates, and after two re-trainings and numerous additional warnings, Amazon terminated (b) (6), (b) (7)(C) for the same reason it has

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terminated hundreds of other employees without regard to any alleged protected concerted activity.

Further, as noted above, the system, not (b) (6), (b) (7)(C), monitors and generates any productivity related notices. At no time were (b) (6), (b) (7)(C) complaints about (b) (6), (b) (7)(C) considered as a part of the decision to terminate (b) (6), (b) (7)(C). There is simply no basis for (b) (6), (b) (7)(C) claim that the cause of (b) (6), (b) (7)(C) termination – failure to repeatedly meet productivity goals – was pretextual. Further, there is no causal connection between (b) (6), (b) (7)(C) complaints about (b) (6), (b) (7)(C) and the Company's decision to terminate (b) (6), (b) (7)(C). The Company would have terminated (b) (6), (b) (7)(C) regardless of any alleged protected concerted activity.

CONCLUSION

(b) (6), (b) (7)(C) charge is entirely without merit and fails to allege even a *prima facie* case under *Wright Line*. Therefore, the charge should be dismissed, absent withdrawal.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Best regards,

/s/ Crystal S. Carey

Crystal S. Carey

(b) (6), (b) (7)(C)

Terminations from August 2017 to the present

Type	Employee Name	Action	Supervisor
PRODUCTIVITY	(b) (6), (b) (7)(C)	TERMINATION	(b) (6), (b) (7)(C)
PRODUCTIVITY		TERMINATION	
PRODUCTIVITY		TERMINATION	
PRODUCTIVITY		TERMINATION	
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