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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

GREG GLOVER,

Plaintiff,

v.

AMAZON.COM SERVICES, LLC,

Defendant.

No.

COMPLAINT AND JURY DEMAND

Plaintiff, Greg Glover (“Glover”), by his undersigned attorneys, for his Complaint against Defendant, Amazon.com Services, LLC (“Amazon”), alleges as follows:

I. PARTIES

1.1. Glover is a former employee of Amazon who resides in Texas. During all relevant times, Amazon was Glover’s “employer” as that term is defined in 29 U.S.C. § 2611, subd. 4. Glover was an “employee” as that term is defined in 29 U.S.C. § 2611, subd. 3.

1.2. Amazon is and was, at all times material hereto, a corporation that conducts business nationwide and is a Delaware corporation with its principal place of business in Seattle, Washington.

1 **II. JURISDICTION AND VENUE**

2 2.1. This Court has federal question jurisdiction pursuant to 28 U.S.C. § 1331
3 because the case arises under the Family Medical Leave Act, specifically 29 U.S.C. § 2615.

4 2.2. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) because Amazon resides in
5 the State in which the district is located.

6 **III. FACTS**

7
8 3.1. Glover worked for Amazon for over ten years, until he was terminated on April
9 22, 2020. For his last five years with Amazon, he was employed as a General Manager and
10 was responsible for the management and operation of a facility in Dallas, Texas.

11 3.2. Glover was regarded as an exemplary employee with Amazon until he exercised
12 his right to take leave from work. For example, only high performing general managers and
13 directors, like Glover, were invited to serve as faculty members. In March 2020, he was the
14 only general manager asked to lead a non-sort project. At the time, the only other project
15 leaders were regional directors.

16
17 **Amazon's Conduct Immediately Following Glover's Return From Leave**

18 3.3. Amazon granted Glover an unpaid personal leave of absence (LOA) from May
19 14, 2019 through August 1, 2019. Such leave was not designated as FMLA leave.

20 3.4. Before Glover's LOA, his building was performing well in all metrics,
21 including leader-satisfaction and culture, and his building was fully staffed. After his return in
22 August, Amazon had lost 11 out of 23 area managers and 4 out of 8 operations managers from
23 the Dallas facility. Moreover, while he was on leave, performance in all areas drastically
24 declined. Once he returned in August 2019, metrics began improving.
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1 3.5. Despite granting Glover the LOA, Amazon punished Glover for taking it. Then,
2 when Glover sought FMLA leave a few months later to care for his new baby, his supervisors
3 became increasingly hostile.

4 3.6. During a phone call on or about November 15, 2019, Plaintiff's Manager,
5 Michael Perry, expressed surprise and frustration that Glover planned to take parental leave.
6 Glover reported this conversation to Human Resources personnel, Deb Weaver, about his
7 concerns about Mr. Perry's frustration regarding his need to take parental leave.
8

9 3.7. On or about December 9, 2019, Glover attended a "performance meeting" with
10 Mr. Perry and Ms. Deussenberry. Glover was never provided a rationale for the meeting and
11 was the only general manager that had such meetings. At this meeting, Glover informed Mr.
12 Perry and Ms. Deussenberry about his plan to take parental leave for the anticipated birth of his
13 son. Glover's son was unexpectedly born the next day by C-section. Many weeks prior to this
14 meeting, Glover had filled out the appropriate FMLA paperwork with Amazon's leave team
15 for his parental leave.
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17 3.8. Glover's initial parental leave was only for two weeks, then he returned to work
18 for the end of the year preparations.

19 **Amazon's Conduct Preceding Glover's Termination**

20 3.9. On or about December 31, 2019, Mr. Perry and Ms. Deussenberry reprimanded
21 Glover for "failing to inform them of his vacation plans." When Glover informed them that he
22 had recorded their phone conversation on December 9, 2019, they recanted.
23

24 3.10. On or about February 24, 2020, Glover began the second part of his parental
25 FMLA leave for an additional four weeks, which aligned with Amazon's six weeks of paid
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1 parental leave. At the time, Amazon informed him that he had ten weeks of FMLA leave
2 remaining.

3 3.11. During March 2020, it became apparent to Glover that the serious health
4 condition of his wife and newborn son would make it necessary to extend his FMLA leave.

5 3.12. On or about April 2, 2020, Glover called Amazon's LOA team to request further
6 FMLA leave. Glover then uploaded a letter from his wife's and infant son's doctor indicating
7 their need for household quarantine because of their health conditions. The LOA team
8 indicated that they would notify Glover's manager and human resources representative.

9 3.13. Glover received a confirmation email on April 3, 2020 confirming his FMLA
10 eligibility.

11 3.14. On April 15, 2020, the LOA team confirmed that Glover's leave had been
12 extended to April 30, 2020, despite the LOA online portal indicating that his leave was
13 "pending." Then, Glover changed his automatic out-of-office reply message to reflect that he
14 would not return to work until May 1, 2020.

15 3.15. On April 22, Glover received a letter from Amazon dated April 20 via standard
16 USPS. The letter contained a printout of an email from Ms. Deusenberry on April 17 at 7:00
17 p.m., to his personal email address, that explained that if Glover failed to return by April 20,
18 his leave would be considered unauthorized.

19 3.16. Upon receipt of the letter, Glover called the LOA team and was again reassured
20 that he had uploaded the necessary documentation and had been approved for FMLA leave
21 through April 30, 2020.

22 3.17. On April 24, 2020, Glover had still not heard from his case manager, so he
23 logged into the LOA portal and saw that the status of his leave changed from "pending" to
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1 “approved” for April 2-17, 2020; however, his leave through April 30, 2020 was denied. The
2 LOA portal indicated that his leave through April 30 was denied the same day it was opened
3 in their system, on April 22.

4 3.18. Amazon terminated Glover an hour later.

5 **IV. COUNT I: INTERFERENCE AND RETALIATION WITH FMLA RIGHTS**
6 **UNDER 29 U.S.C. § 2615 AND 29 CFR § 825.220**

7 4.1. Glover re-alleges each paragraph of this Complaint as if fully set forth herein.

8 4.2. 29 U.S.C. § 2612 entitles employees to take up to twelve “workweeks” of leave
9 for various reasons, like the birth of a child and/or to care for certain family members with
10 serious health conditions.

11 4.3. 29 U.S.C. § 2615 and 29 CFR § 825.220 render it unlawful for an employer to
12 interfere with an employee’s rights under the FMLA and/or for an employer to retaliate against
13 an employee for exercising their rights under the FMLA. Additionally, 29 CFR § 825.220
14 renders it unlawful for an employer to retaliate against an employee for opposing or
15 complaining about an unlawful practice under the FMLA.

16 4.4. Glover was a covered employee under the FMLA during all relevant times
17 alleged in this Complaint. For example, Glover was entitled to FMLA leave for: (1) the birth
18 of his son in December 2019; (2) parental leave beginning on February 24, 2020; and (3) for
19 leave beginning on April 1, 2020 through April 30, 2020 regarding the serious health
20 conditions of his infant son and wife.

21 **A. Amazon’s Discrimination and Retaliation for Glover’s Exercise of his Rights**

22 4.5. Amazon retaliated against Glover for exercising his rights under the FMLA in
23 February 2020 and April 2020 by attempting to prohibit him from taking additional FMLA
24 leave on April 22, 2020 and terminating his employment on April 24, 2020.
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1 **B. Amazon’s Interference with Glover’s Exercise of his Rights under the FMLA**

2 4.6. Despite previously confirming that Glover was entitled to FMLA leave through
3 April 30, 2020, Amazon interfered with Glover’s FMLA benefits on April 22, 2020 by
4 prohibiting him from taking leave through April 30, 2020 and terminating his employment.
5

6 **C. Amazon’s Retaliation Against Glover for Reporting a Violation of the FMLA**

7 4.7. Glover complained to Amazon about the above-mentioned unlawful practices
8 and that his supervisor was discriminating against him for taking FMLA leave.

9 4.8. Amazon discriminated against Glover’s complaints of retaliation by, among
10 other things:

- 11 a. subjecting him to heightened scrutiny unlike similarly situated general
12 managers;
- 13 b. requiring him to hold weekly performance meetings and perform action
14 plans unlike similarly situated general managers;
- 15 c. attempting to dissuade him from taking additional leave;
- 16 d. prohibiting him for taking leave despite being entitled to the same;
- 17 e. and terminating his employment on April 24, 2020.

18 4.9. Glover gave Amazon proper notice of his intent to take FMLA leave and the
19 reasons for it.

20 4.10. Amazon intentionally violated Glover’s rights under the FMLA because Glover
21 exercised his rights under the FMLA and he complained about practices that violated his rights
22 under the FMLA.
23

24 **V. DAMAGES**

25 5.1. As a direct and proximate cause of Amazon’s unlawful actions, Glover has been
26 damaged in an amount to be proven at trial.

1 5.2. Amazon’s conduct has caused Glover to sustain loss of wages, past and present,
2 future loss of earnings—of which Glover seeks equitable and compensatory damages in
3 amounts deemed just by the Court, together with attorneys’ fees recoverable under the law.

4 **VI. PRAYER FOR RELIEF**

5 Wherefore, Plaintiff prays for judgment in his favor and for relief as follows:

6 6.1. An adjudication that the practices complained of herein be adjudged, decreed
7 and declared to be in violation of the rights secured by Plaintiff under the FMLA;

8 6.2. Economic damages for back pay, front pay, and lost benefits, in an amount to
9 be proven at trial;

10 6.3. Damages for actual monetary losses in an amount to be proven at trial;

11 6.4. Liquidated damages;

12 6.5. Reasonable attorneys’ fees and costs;

13 6.6. Pre-judgment and post-judgment interest; and

14 6.7. Such other and further relief as the Court deems just and equitable.

15 DATED this 10th day of December, 2021.

16 SCHROETER GOLDMARK & BENDER

17 *s/Lindsay Halm*

18 LINDSAY L. HALM, WSBA #37141
19 Counsel for Plaintiff

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