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| CHARGE OF DISCRIMINATION This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form. | | Charge Presented to: Agency(ies) Charge No(s): <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC | |
| _____ and EEOC _____ <i>State or local Agency, if any</i> | | | |
| Name (indicate Mr. Ms. Mrs.) Mr. [REDACTED] | | Home Phone (Incl. Area Code) [REDACTED] | |
| Date of Birth [REDACTED] | | | |
| Street Address [REDACTED] | | City, State and ZIP Code [REDACTED] | |
| Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.) | | | |
| Name Amazon.com, Inc. | | No. Employees, Members Over 1 million | |
| Phone No. (Include Area Code) (206) 757 8166 | | | |
| Street Address 920 5th Avenue, Suite 3300, Seattle, WA 98104 | | City, State and ZIP Code | |
| DISCRIMINATION BASED ON (Check appropriate box(es).) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify below.) | | DATE(S) DISCRIMINATION TOOK PLACE Earliest (ADEA/EPA) Latest (Al) May 23, 2025 <input type="checkbox"/> CONTINUING ACTION | |
| THE PARTICULARS ARE (If additional paper is needed, attached extra sheet(s)): (Please find the attached narrative statement of facts). | | | |
| [] I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures. | | NOTARY – When necessary for State and Local Agency Requirements | |
| I declare under penalty of perjury that the above is true and correct. 11/10/2025 Date | | I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year) | |
| [REDACTED] (Nov 10, 2025 16:33:09 PST) Charging Party Signature | | | |

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NEW YORK DISTRICT OFFICE**

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| ██████████ | : |
| | : |
| Claimant, | : |
| | : |
| v. | : |
| | : |
| AMAZON.COM, INC., | : |
| | : |
| Respondent. | : |
| ----- | X |

Claimant, ██████████ hereby alleges the following against Respondent, Amazon.com, Inc., (“Amazon” or the “Company”) in support of his claims of unlawful discrimination and retaliation on the basis of sex, including gender expression.

MATERIAL FACTS

I. ██████████ is Hired by Amazon Following His Career as a U.S. Army Special Operations Forces Officer

1. On May 2, 2022, ██████████ was hired at Amazon by Simon Jaeger as a corporate fellow on the First Party Publishing Team at Prime Video Sports through the U.S. military fellowship program Hiring our Heroes, a U.S. Chamber of Commerce Foundation that connects members of the military community with American business for career opportunities.¹

2. Prior to joining Amazon, ██████████ served as a Special Operations Forces (“SOF”) officer in the U.S. Army for over a decade. In fact, ██████████ was active duty until September 2022, four months after he was hired at Amazon, which is not atypical for officers transitioning to the private sector.

¹ See <https://www.amazon.jobs/content/en/career-programs/military/fellowships>.

3. [REDACTED] suspects that Mr. Jaeger hired him, in part, because of his military background given Mr. Jaeger served in the Swiss Armed Forces and showed interest in [REDACTED] military background during the hiring process.

4. Mr. Jaeger, a Senior Manager, was [REDACTED] direct manager for seven days, from May 2, 2022 until May 9, 2022, at which point Andy Fraser, a Senior Launch Program Manager, became [REDACTED] direct manager.

5. Mr. Fraser reported to Mr. Jaeger, who in turn, reported to Tara Jacobson, the Director of Prime Video Sports Operations.

6. [REDACTED] interacted with Mr. Fraser, Mr. Jaeger, and Ms. Jacobson on a regular basis.

7. On August 8, 2022, Ms. Jacobson offered [REDACTED] a role within Amazon as a Digital Supply Chain Manager II, L5, which he accepted.

8. Although his position changed, he continued to report to Mr. Fraser until January 10, 2024.

9. In or around August 2023, after observing [REDACTED] manicure, Mr. Jaeger began treating him differently based on his assumptions about [REDACTED] gender identity.

10. From that point forward, Mr. Jaeger's attitude toward [REDACTED] changed.

11. For example, [REDACTED] had previously been recognized as a top performer on his team and was in line for a promotion from Digital Supply Chain Manager II, L5 to Digital Supply Chain Manager, L6 in August 2024.

12. However, once Mr. Jaeger noticed [REDACTED] manicure, [REDACTED] began to face discrimination based on gender at the hands of Mr. Jaeger and eventually, Mr. Fraser.

13. Further, Mr. Jaeger's attitude towards [REDACTED] service changed.

14. [REDACTED] colleague, Brittany, told [REDACTED] that Mr. Jaeger scoffed at his veteran status to her on multiple occasions.

15. Brittany told [REDACTED] that during a meeting with Mr. Jaeger, she was expressing how she was so pleased that she and [REDACTED] were put on a project together because they have different complementing backgrounds.

16. She specifically mentioned that she liked that [REDACTED] has a military background because he can establish structure and is a strong leader.

17. Instead of affirming her compliments, Mr. Jaeger physically recoiled and said something to the effect of “What does him being a veteran have to do with his leadership qualities?”

18. Further, [REDACTED] later learned that Mr. Jaeger had begun telling others that [REDACTED] service as an SOF Officer had no bearing on his value at Amazon, and that Mr. Jaeger considered his own service background more legitimate.

19. The timing of these comments shows that Mr. Jaeger’s treatment of [REDACTED] changed specifically after [REDACTED] presented in a way that Mr. Jaeger perceived as less traditionally masculine.

20. Mr. Jaeger’s discrimination did not stop there.

21. In the weeks following the meeting, Mr. Fraser, who [REDACTED] had become close acquaintances with and even hosted at his destination wedding, started criticizing [REDACTED] writing and communication in general.

22. [REDACTED] Mr. Foster’s, and Mr. Jaeger’s desks were visible from each other’s in their open floor-plan office.

23. [REDACTED] would send Mr. Foster instant messages and watch Mr. Foster's response from his desk.

24. After Mr. Foster received [REDACTED] messages, he would read the message for a few seconds, lean over to talk to Mr. Jaeger, and then only after they had a brief discussion, respond to the message.

25. On his emails to Mr. Jaeger, [REDACTED] would copy Mr. Fraser for visibility purposes, and a few hours later, Mr. Fraser would always follow up with [REDACTED] and tell him that his communication was incomprehensible.

26. Meanwhile, Mr. Fraser had never questioned [REDACTED] writing up until that meeting, nor had anyone else.

27. As an SOF officer in the U.S. Army, [REDACTED] was required to document everything that he or his elements did on missions in writing – which needed to meet a standard that was presentable at the executive level of government if necessary – and these writings were never criticized.

28. Additionally, while working full-time at Amazon, [REDACTED] completed his Master of Business Administration (“MBA”) at the University of Washington Foster School of Business, a globally respected program. Indeed, none of his professors or managers ever indicated to [REDACTED] that he needed to improve his communication skills.

29. Thus, it is clear that Mr. Jaeger's criticism of [REDACTED] performance at work was a way to veil his animus towards [REDACTED] because of his gender expression.

30. In fact, [REDACTED] later learned from three other employees that Mr. Jaeger had a pattern of targeting employees who were members of protected categories.

31. All three employees similarly complained that Mr. Jaeger targeted them with baseless performance criticisms in an attempt to harm their career, trajectory, and standing at Amazon.

II. Amazon Unlawfully Takes Adverse Action Against [REDACTED]

32. On January 10, 2024, [REDACTED] was unexpectedly laid-off from Prime Video Sports.

33. According to Ms. Jacobson, Mr. Jaeger, and Mr. Fraser, [REDACTED] role was being eliminated for financial reasons and not for performance issues.

34. Yet, [REDACTED] was the only member of Mr. Jaeger's team whose role was eliminated.

35. Ms. Jacobson, Mr. Jaeger, and Mr. Fraser each expressed to [REDACTED] that they would support him in finding a new role at Amazon on a different team.

36. [REDACTED] was given two months, until March 11, 2024, to do so, or else he would be terminated.

37. During this transition period, [REDACTED] technically remained on Mr. Jaeger's team even though he was no longer working, but he was directed to contact a different manager, Alexander Solomita, with any questions he had regarding his transition.

38. At first, Mr. Jaeger, Mr. Fraser, Ms. Jacobson, and Mr. Solomita seemed to support [REDACTED] search; however, that changed when [REDACTED] attempted to schedule his first interview.

39. Around February 2024, [REDACTED] was offered a modified "loop" interview with a team at Amazon Fresh.

40. After not hearing from the Hiring Manager for several days after being offered the interview, [REDACTED] reached out check on the status of the interview.

41. The Hiring Manager told [REDACTED] that Amazon's system prevented her from scheduling the interview.

42. When [REDACTED] asked why, she told him that he needed to discuss the issue with his former manager, Mr. Foster.

43. When [REDACTED] spoke with Mr. Foster, Mr. Foster told him that the interview could not be scheduled on the Hiring Manager's end because there was a flag on his profile, which indicated that he was on a Performance Improvement Plan ("PIP"), preventing such action.

44. Mr. Foster assured [REDACTED] that the flag had nothing to do with his performance and that the flag was simply applied to his profile because HR told Mr. Jaeger to flag [REDACTED] in a manner that communicated to all potential hiring managers who were attempting to interview [REDACTED] that he was laid off.

45. Later that day, Mr. Foster informed [REDACTED] that Ms. Jacobson had gotten the Vice President of their team to remove the flag, and [REDACTED] was eligible to be interviewed for open roles within Amazon.

46. After the flag was lifted from [REDACTED] account, he interviewed for two other roles within Amazon and was offered the job for both.

47. [REDACTED] accepted a job as an Indirect Procurement Manager working for Maisa Nuttall at Project Kuiper, a subsidiary of Amazon, based on recommendations from several Directors that [REDACTED] would be a good fit for that team.

48. Ms. Nuttall told [REDACTED] during the interview process that the interview was just a formality given his referrals were so strong.

49. On March 7, 2024, the day after [REDACTED] started his new role, an opening for his prior “eliminated” role with Mr. Jaeger’s team was posted on Amazon’s website.

50. As such, it was clear to [REDACTED] that he was pushed out of his role and Amazon wanted to make sure he began a new role before reposting the opening for the role they falsely claimed was eliminated.

51. In April 2024, about a month after [REDACTED] joined Ms. Nuttall’s team, Ms. Nuttall scheduled a meeting to go over [REDACTED] annual performance review for 2023.

52. Up until that point, things had been going well for [REDACTED] at Project Kuiper.

53. He had seamlessly transitioned to his new role and had not received any negative feedback about his work.

54. [REDACTED] was finally happy again at Amazon and thought that his past was behind him, but this was not the case.

55. Ms. Nuttall opened the meeting by asking [REDACTED] if he ever had any issues with prior management at Amazon.

56. [REDACTED] told her that he felt targeted by Mr. Jaeger.

57. Ms. Nuttall told [REDACTED] that his 2023 Performance Review made no sense to her.

58. Specifically, in [REDACTED] review, his peers gave him top marks, but his manager, Mr. Fraser, gave him a poor review and put him on a Focus, the first stage of Amazon’s two-part PIP in Q3 of 2023 for a short period of time, but at the same time, had it on record that they were planning to promote him in August 2024.

59. Ms. Nuttall also thought it was odd that his account was flagged.

60. [REDACTED] was shocked, as this was the first time [REDACTED] had ever heard he was on Focus during that time.

61. While this conflicting review was mysterious to Ms. Nuttall, it was not to [REDACTED] [REDACTED] knew that his performance did not change in August 2023, rather, it was at that time that Mr. Jaeger decided to launch his campaign against [REDACTED] after noticing his manicure.

62. Ms. Nuttall asked [REDACTED] to reach out to his former managers to ask them why they flagged his account and gave him a poor performance review, but at the same time, had it on record that they were planning to promote him in August 2024.

63. [REDACTED] told Ms. Nuttall that his account was flagged just before he interviewed for her because Mr. Foster said that HR wanted him to indicate to other managers that he was laid-off, and she said that made perfect sense to her, but he could not explain why it was put back on his account after Mr. Foster removed it.

64. When [REDACTED] reached out to Mr. Fraser about his poor performance review in Q3 of 2023, Mr. Fraser said that Mr. Jaeger told him that HR instructed him to do so as part of the role reduction.

65. Mr. Fraser said that Mr. Jaeger told him that HR claimed a negative performance review was necessary to enable a layoff, but assured [REDACTED] that his performance was strong despite the review stating it was not.

66. This was the second time that Mr. Foster's explanation for [REDACTED] being on a PIP was for "administrative purposes."

67. Additionally, when [REDACTED] asked Mr. Fraser why he wasn't told in Q3 of 2023 that he was put on a PIP, Mr. Fraser said that Amazon's policies did not require him to tell [REDACTED] unless he asked.

68. This did not seem like a plausible way to go about putting an employee on a PIP who they actually wanted to help improve.

69. Even more disheartening, but almost predictably, Ms. Nuttall claimed that because the flag was on his account, HR required her to put [REDACTED] on a PIP as a formality to "clean-up" his record and create a paper trail showing that his performance had been returned to standard through the formal PIP process.

70. At this point, [REDACTED] felt like there was a concerted effort from management at Amazon to do anything to prevent him from advancing.

71. In April 2024, [REDACTED] voluntarily entered the first part of Amazon's two-part PIP process called Focus.

72. As part of the PIP, Ms. Nuttall had [REDACTED] create a 90-day plan to get him out of Focus.

73. The plan, which was agreed upon by [REDACTED] and Ms. Nuttall, required [REDACTED] to do exactly what he would have done during his first 90-days in his new role, but he was to officially document his performance in Focus to show that he was improving from his so-called poor performance in 2023.

74. [REDACTED] proceeded to work according to the plan and even surpassed the bar to exit Pivot, the second and final stage of Amazon's PIP, which came after Focus.

75. However, despite [REDACTED] clearly exceeding the standard to exit the PIP altogether, Ms. Nuttall informed [REDACTED] that she was moving him into Pivot because his work was still not up to standard.

76. Ms. Nuttall was terminated from Amazon shortly after this occurred.

III. Amazon Attempts to Force [REDACTED] Out of His Role

77. The stress from being laid off and getting criticism in his new role became so insurmountable that [REDACTED] began to suffer from severe anxiety and panic attacks.

78. In 2024, [REDACTED] sought emergency care multiple times for severe anxiety and panic symptoms, which he attributed to escalating pressure and retaliatory conduct by Amazon.

79. By August 2024, the stress was so severe that he took protected leave.

80. [REDACTED] returned from his protected leave on March 6, 2025.

81. Upon returning from leave, [REDACTED] was presented with a “choice”: accept severance or enroll in “Pivot,” Amazon’s formal performance track, which employees internally describe as designed to culminate in termination.

82. He understood that remaining employed required entering a process that would ultimately end in his termination.

83. Upon his return from protected leave in March 2025, [REDACTED] repeatedly requested remote work flexibility in connection with documented family emergencies.

84. Mr. Chan responded by threatening undefined “consequences” for noncompliance with his personal return-to-office (“RTO”) standard, a standard [REDACTED] understood to be harsher than what was applied to his peers.

85. On March 13, 2025, our firm, Filippatos PLLC, sent Amazon a formal claim letter outlining the ongoing discrimination and retaliation he had been subjected to at the Company. This letter placed Amazon on clear and unmistakable notice of [REDACTED] protected activity.

86. Rather than take corrective action, Amazon responded to the March 13, 2025, letter by escalating its retaliatory treatment of [REDACTED]

87. On March 25, 2025, and March 28, 2025, [REDACTED] experienced two separate family emergencies. [REDACTED] communicated these two emergencies to his manager, Michael Chan, in an effort to work from home; however, he was met with a “cold shoulder,” and no support.

88. By early April, the hostility only intensified. On April 11, 2025, when [REDACTED] informed Mr. Chan that he needed to leave work urgently, the response was not one out of concern or understanding, instead Mr. Chan coldly asked, “Is this personal or business?” The dismissive tone underscored the lack of basic support or compassion extended to [REDACTED] treatment that stood in stark contrast to that afforded to his colleagues.

89. In or around April 2025, [REDACTED] reported that he was sick. Unlike his colleagues, who were permitted to work from home when ill, Amazon required [REDACTED] to take a formal sick day and still report to the office for the remainder of the week.

90. On April 17, 2025, during his Weekly Business Review (“WBR”) with Mr. Chan, [REDACTED] was blamed for missing a Service Level Agreement (“SLA”) deadline. This criticism came although, for more than a week, [REDACTED] had repeatedly warned Mr. Chan, that he was blocked on the project.

91. Specifically, on April 10, 2025, [REDACTED] specifically asked Mr. Chan to escalate his blocker, specifically the Business Intelligence team’s (“BI”) failure to deliver backend data dependencies so that he could meet his SLA deadline.

92. Mr. Chan did not respond, and upon information and belief, never escalated [REDACTED] concerns to the BI team.

93. On April 15, 2025, [REDACTED] followed up again, informing Mr. Chan that BI Engineer, Rong's delivery date had moved beyond the SLA deadline set for [REDACTED]. [REDACTED] asked Mr. Chan whether he should adjust the project scope of his deliverables to reflect this change.

94. Once again, Mr. Chan did not respond.

95. Then, only two days later, at the April 17, 2025, WBR, Mr. Chan treated the missed SLA as a failure for [REDACTED] ignoring [REDACTED] repeated warnings and framing what was in fact a failure on Mr. Chan's part as support for [REDACTED] supposed performance deficiencies.

96. On April 18, 2025, [REDACTED] once again, formally reported to Mr. Chan and DeVan Gray, Senior Human Resource ("HR") Partner, that he was being micromanaged and retaliated against, specifically citing that he had the RTO policy inconsistently applied to him.

97. On or around May 5, 2025, [REDACTED] submitted his medical accommodation form to Amazon's Leave and Disability Services, requesting work-from-home and email-only communications to ensure a smoother and non-retaliatory work environment.

98. Shortly after [REDACTED] submitted his accommodation request, [REDACTED] received a calendar invitation for a Pivot review meeting for the same day. The notice provided less than two hours before the meeting was set to occur, depriving [REDACTED] of any meaningful opportunity to prepare or consult his counsel, which Amazon knew he had.

99. Amazon's refusal to reschedule this meeting disrupted the interactive process and denied [REDACTED] a meaningful opportunity to discuss his accommodation.

100. This short notice caused [REDACTED] severe anxiety and resulted in the onset of panic symptoms.

101. [REDACTED] informed Mr. Chan that, due to his anxiety and panic symptoms, the same medical issues underlying his accommodation request, he could not safely attend the meeting on such short notice and asked for the meeting to be rescheduled to allow [REDACTED] time to prepare.

102. Nevertheless, Mr. Chan refused to reschedule the meeting. As such, [REDACTED] did not attend.

103. Despite the escalating retaliation, [REDACTED] continued to work diligently and remained committed to delivering excellent work product for his team and the Company.

104. Around the same time, [REDACTED] direct report, Faraz Azeem, was authorized by Mr. Chan to approve access requests and drive work priorities that had previously been within [REDACTED] scope. For example, Mr. Azeem directed other buyers to deprioritize reducing invoice holds, work that is critical to paying vendors, and instead focus on generating new purchase orders, which made it clear that Mr. Chan was positioning Mr. Azeem for [REDACTED] role.

105. On May 7, 2025, [REDACTED] was informed that he had “failed” Pivot. Nevertheless, it was clear to [REDACTED] that this outcome had been predetermined.

106. The entire Pivot process had been structured in a way that disregarded his actual performance, ignored his repeated escalations, and ensured that the result would support Amazon’s retaliatory narrative.

107. On May 13, 2025, DeVan Gray, Senior HR Partner, notified [REDACTED] of his right to appeal his failed Pivot. Nevertheless, [REDACTED] was required to remain on his Pivot plan during this appeal process, despite his pending retaliation complaint.

108. By May 18, 2025, [REDACTED] finalized and submitted his appeal to Aditi Bhaduri from the Performance Management team. He submitted a formal written rebuttal supported by contemporaneous messages, calendar invitations, and project records that documented the retaliation he faced outside of his control.

109. On or around May 23, 2025, [REDACTED] was unlawfully terminated.

110. [REDACTED] was informed by Mr. Gray that, upon reviewing [REDACTED] documents, his Pivot appeal was unsuccessful and his employment at Amazon was to end effective immediately.

111. Upon information and belief, Amazon has continued to retaliate against [REDACTED] [REDACTED] since his unlawful termination.

112. Upon information and belief, when prospective employers request a reference, Amazon has provided negative or disparaging information about [REDACTED] rather than a neutral verification of his employment.

113. This ongoing retaliation has exacerbated his stress and anxiety and has materially impeded his ability to mitigate his damages by securing comparable employment.

114. Based on the foregoing recitation of facts, it is clear that Respondents have engaged in a pattern and practice of discrimination and retaliation for protected complaints against Charging Party by treating him adversely on the basis of his sex, including gender expression and perceived nonconformity with masculinity norms in violation of Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166 ("Title VII"); and the Washington Law Against Discrimination.

115. As a result of the foregoing, Charging Party has been unlawfully discriminated and retaliated against, humiliated, and degraded, and thus has suffered loss of rights, emotional distress, as well as loss of income and earnings.

116. As a result of the Respondents actions, Complainant feels extremely degraded, victimized, embarrassed, and emotionally distressed.

117. Specifically, as a result of the acts and conduct complained of herein, Charging Party has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, as well as future pecuniary losses, emotional pain, loss of enjoyment of life, and other non-pecuniary losses. Complainant further experienced severe emotional and physical distress.

118. Because Respondents conduct has been malicious, willful, and reckless disregard for his rights, Charging Party demands punitive damages as against all Respondents, jointly and severally.

119. Respondents discriminatory and retaliatory conduct is flagrant, pervasive, and constitutes a systemic pattern and practice of lawlessness worthy of adjudication by the EEOC in light of that administrative agency's National and Strategic Enforcement Plans.