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March 10, 2026

VIA ONLINE PAGA FILING PORTAL AND CERTIFIED MAIL

Labor and Workforce Development Agency
Attn: PAGA Unit
1416 Ninth Street, Suite 900
Sacramento, California 95814

Amazon.com, Inc.
Amazon.com Services LLC
410 Terry Avenue North
Seattle, WA 98109
CT Corporation
1505 Corporation
2710 GATEWAY OAKS DRIVE,
SACRAMENTO, CA

Re: Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3 — Olmstead v. Amazon.com, Inc., Amazon.com Services LLC

Dear Sir or Madam:

This letter serves as the written notice required under California Labor Code section 2699.3 on behalf of Nicole Olmstead ("Ms. Olmstead" or "Claimant"), a former non-exempt fulfillment warehouse associate and picker employed by Amazon.com, Inc. and Amazon.com Services LLC (collectively, "Amazon" or "Employer") at Amazon's fulfillment center located at facility NB3T1830 in California.

Claimant brings this PAGA notice on behalf of herself and all other similarly aggrieved current and former employees, including but not limited to non-exempt full-time and seasonal fulfillment warehouse associates, warehouse pickers, and process assistants (collectively, "Aggrieved Employees"), to recover civil penalties for Employer's violations of California

Labor Code sections 2101 and 2102 (Part 8.6 of Division 2 of the Labor Code, enacted by Assembly Bill 701 [“AB 701”]), as set forth below.

I. MS. OLMSTEAD IS AN AGGRIEVED EMPLOYEE

Ms. Olmstead is an “aggrieved employee” within the meaning of Labor Code section 2699(c) because she has personally suffered each of the Labor Code violations alleged herein within one year preceding the filing of this notice. Ms. Olmstead qualifies as an “employee” under Labor Code section 2100(d), which defines “employee” as “a nonexempt employee who works at a warehouse distribution center.”

Amazon operates warehouse distribution centers throughout California that fall within the North American Industry Classification System (“NAICS”) codes enumerated in Labor Code section 2100(i), including but not limited to NAICS Codes 493110 (General Warehousing and Storage) and 454110 (Electronic Shopping and Mail-Order Houses). Amazon directly and indirectly employs well in excess of 1,000 employees at its warehouse distribution centers in California, thereby meeting the employer threshold under Labor Code section 2100(g).

Ms. Olmstead was employed by Amazon as a non-exempt fulfillment warehouse associate and picker at Amazon’s California fulfillment center, facility NB3T1830. Her employment spanned from at least 2022 through approximately November 30, 2025, when Amazon terminated her employment. Throughout her employment, Ms. Olmstead performed warehouse distribution center work including picking items from inventory for customer orders—a core fulfillment function governed by Amazon’s productivity quota system.

Labor Code section 2100(h) defines a “quota” as “a work standard under which an employee is assigned or required to perform at a specified productivity speed, or perform a quantified number of tasks, or to handle or produce a quantified amount of material, within a defined time period and under which the employee may suffer an adverse employment action if they fail to complete the performance standard.” Amazon subjected Ms. Olmstead to precisely such a quota: Amazon tracked her Units Per Hour (“UPH”) rate, measured her performance as a “% to Peers” percentile, and imposed progressive discipline—culminating in termination—when her productivity fell below Amazon’s undisclosed performance threshold.

Ms. Olmstead personally experienced each violation alleged in this notice. She was never provided a written description of any quota to which she was subject, as required by Labor Code section 2101, yet she received repeated adverse employment actions for failing to meet Amazon's undisclosed productivity standards, in violation of Labor Code section 2102.

II. FACTUAL BACKGROUND

Throughout Ms. Olmstead's employment, Amazon subjected her to a productivity monitoring system that tracked the number of items she picked per hour (UPH) and ranked her performance relative to her peers using a "% to Peers" metric. When Ms. Olmstead's UPH and/or peer percentile ranking fell below an undisclosed threshold, Amazon issued "Supportive Feedback Documents" that constituted adverse employment actions under a progressive disciplinary framework—escalating from "Documented Coaching" to "First Written," "Second Written," "Final Written," and ultimately "Termination."

Critically, none of these Supportive Feedback Documents provided Ms. Olmstead with a written description of the specific quota she was required to meet. The documents identified her UPH rates and percentile rankings for specific periods but did not disclose the quantified number of tasks to be performed, the defined time period for the quota, or the specific productivity threshold required to avoid discipline. Instead, the documents referenced Amazon's "Quality and Productivity Performance Policy" without providing the employee with the actual terms of that policy or any written quota description.

The following is a summary of the productivity-related adverse employment actions Amazon imposed on Ms. Olmstead, each of which was issued without a prior or contemporaneous written description of the applicable quota:

A. Productivity Documented Coachings

- **July 16, 2025 – Documented Coaching:** Amazon issued a Documented Coaching for productivity at the start of a new round of progressive discipline. No written quota description was provided.
- **September 3, 2025 – Documented Coaching:** Amazon issued another Documented Coaching for productivity, recording UPH rates of approximately 40.53 (medium) and 42.0 (small) for picking, and 37.92 (small) and 34.12 (medium) for transfer-out picking. Her "% to Peers" percentile during this period ranged from approximately

99.56% to 99.91%, indicating she was at the very bottom of the productivity ranking. No written quota description was provided.

B. Productivity Written Warnings

- August 6, 2025 – First Written (second round): Amazon issued a new First Written for productivity as part of a renewed progressive discipline cycle. No written quota description was provided.

- August 27, 2025 – Second Written (second round): Amazon issued a Second Written for productivity. No written quota description was provided.

- October 2, 2025 – Final Written (second round): Amazon issued a Final Written for productivity. The document recorded UPH rates across multiple pick functions and tracked her "% to Peers" percentiles ranging from approximately 85.65% to 99.65%. Ms. Olmstead refused to sign the document. In the associate comments section, Ms. Olmstead noted she was "having severe life events in the previous period, with their family and personal." No written quota description was provided.

C. Termination

On or about November 30, 2025, Amazon terminated Ms. Olmstead's employment, stating she had "continued to perform behind 95% of [her] peers for productivity, despite extended training and learning opportunities." The termination document reflected a communication history of two Documented Coachings, a First Written, a Second Written, and a Final Written. The document tracked her UPH rates and percentiles across eight separate pick functions

<u>III. VIOLATIONS OF CALIFORNIA LABOR CODE</u>

A. Violation of Labor Code Section 2101 – Failure to Provide Written Quota Description

Labor Code section 2101 provides: "Each employer shall provide to each employee, upon hire, or within 30 days of the effective date of this part, a written description of each quota to which the employee is subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period, and any potential adverse employment action that could result from failure to meet the quota."

Amazon violated section 2101 by failing to provide Ms. Olmstead and other similarly situated Aggrieved Employees (which for purpose of these violations include: all non-exempt fulltime and seasonal fulfillment warehouse associates, warehouse pickers, and process assistants employed by Amazon throughout California). Amazon failed to Ms. Olmstead and other similarly situated Aggrieved Employees with a written description of the productivity quota(s) to which they were subject to. Specifically, Amazon failed to provide: (a) the quantified number of tasks (items) to be picked or handled within a defined time period; (b) the specific UPH rate or peer-percentile threshold required to avoid adverse employment action; and (c) the potential adverse employment actions that could result from failure to meet the quota.

The Supportive Feedback Documents Amazon issued to Ms. Olmstead confirm the existence of a quota—they tracked her UPH rates, percentile rankings, and imposed escalating discipline for failing to meet an undisclosed standard—but none of these documents constituted the written description required by section 2101. The documents reported Ms. Olmstead's past performance metrics after the fact and referenced the "Quality and Productivity Performance Policy," but never disclosed the specific numerical threshold she was required to meet.

This violation was not isolated to Ms. Olmstead. On information and belief, Amazon applied the same productivity monitoring and progressive discipline system to all non-exempt fulfillment warehouse associates, warehouse pickers, and process assistants at its California fulfillment centers without providing any of these employees with a written description of the quotas to which they were subject, as required by section 2101. This violation occurred on each pay period in which an Aggrieved Employee was subject to a quota without having received a compliant written description.

B. Violation of Labor Code Section 2102 – Adverse Employment Action for Failure to Meet Undisclosed Quota

Labor Code section 2102 provides, in relevant part: "An employer shall not take adverse employment action against an employee for failure to meet a quota that has not been disclosed to the employee pursuant to Section 2101."

Amazon violated section 2102 by taking repeated adverse employment actions against Ms. Olmstead—including multiple Documented Coachings, First Written warnings, Second

Written warnings, Final Written warnings, and ultimately termination—for failing to meet a productivity quota that was never disclosed to her in writing as required by section 2101.

As documented above, Amazon issued Documented Coachings for productivity, Written warnings for productivity and a Termination notice—all based on Ms. Olmstead's alleged failure to meet UPH and peer-percentile productivity standards that Amazon never disclosed in writing. Each of these adverse actions constitutes a separate violation of section 2102.

On information and belief, Amazon similarly imposed adverse employment actions against other Aggrieved Employees—including Documented Coachings, Written warnings, suspension and terminations—for failure to meet quotas that Amazon had not disclosed in writing pursuant to section 2101, in violation of section 2102.

IV. CIVIL PENALTIES

Pursuant to Labor Code section 2699(f), the Aggrieved Employees seek to recover civil penalties for each violation of Labor Code sections 2101 and 2102 as set forth herein.

For violations of Labor Code section 2101, the applicable civil penalty is one hundred dollars ($100) per employee per pay period for initial violations and two hundred dollars ($200) per employee per pay period for subsequent violations, pursuant to Labor Code section 2699(f)(2). Amazon's failure to provide a written quota description is an ongoing violation that accrued during each pay period in which an Aggrieved Employee was subject to an undisclosed quota.

For violations of Labor Code section 2102, the applicable civil penalty is one hundred dollars ($100) per employee per pay period for initial violations and two hundred dollars ($200) per employee per pay period for subsequent violations, pursuant to Labor Code section 2699(f)(2). Each adverse employment action taken against an Aggrieved Employee for failure to meet an undisclosed quota constitutes a separate violation.

Additionally, to the extent Amazon's conduct in enforcing undisclosed quotas through progressive discipline and termination was malicious, fraudulent, or oppressive, the penalties may be increased to two hundred dollars ($200) per aggrieved employee per pay period pursuant to Labor Code section 2699(f)(2)(B).

Pursuant to Labor Code section 2699(j), for PAGA notices filed on or after June 19, 2024, sixty-five percent (65%) of the recovered penalties shall be distributed to the Labor and Workforce Development Agency, and thirty-five percent (35%) shall be distributed to the Aggrieved Employees.

V. SIMILARLY AGGRIEVED EMPLOYEES

Pursuant to Labor Code section 2699(c), this notice is brought on behalf of Ms. Olmstead and all similarly aggrieved current and former employees who experienced the same violations of the same Labor Code provisions during the applicable PAGA period. The similarly aggrieved employees include, but are not limited to: non-exempt full-time and seasonal fulfillment warehouse associates, warehouse pickers, and process assistants who were employed at Amazon's California warehouse distribution centers and who were subject to productivity quotas (including UPH and/or peer-percentile performance standards) without receiving a written description of such quotas as required by Labor Code section 2101, and/or who were subjected to adverse employment actions for failure to meet undisclosed quotas in violation of Labor Code section 2102.

VII. CONCLUSION

For the reasons stated above, Claimant provides this notice to the Labor and Workforce Development Agency and to Employer pursuant to Labor Code section 2699.3. Claimant intends to commence a civil action to recover civil penalties under the Private Attorneys General Act of 2004 (Labor Code section 2698 et seq.) for the violations described herein. A copy of this notice is being sent to Employer by certified mail, return receipt requested, concurrently with the filing of this notice through the PAGA Filing Portal.

1. If the Labor and Workforce Development Agency does not provide notice that it intends to investigate the alleged violations within sixty-five (65) calendar days of the filing of this notice, Claimant intends to file a civil action to recover the civil penalties set forth above..

Respectfully submitted,

Gavin P. Kassel

Gavin P. Kassel, Esq.

Attorney for Nicole L. Olmstead