





1           17. On his first day, Mr. Skeete was surprised to learn that Defendant has not  
2 developed an onboarding process for new employees.

3           18. Mr. Skeete asked if he could start developing an onboarding process and,  
4 by his second day, he started doing so.

5           19. Mr. Montgomery immediately understood that Mr. Skeete was  
6 overqualified and underpaid in the role he had been hired for.

7           20. Mr. Montgomery told Mr. Skeete that as an L3, he had been hired “at the  
8 wrong level.”

9           21. Mr. Skeete was paid \$56,160 per year when he started as an L3.

10          22. Plaintiff’s pay rate was inconsistent with his experience, level of  
11 responsibility and scope of work.

12          23. Despite acknowledgements that Mr. Skeete was overqualified and  
13 underpaid, Defendant did not promptly remedy the situation.

14          24. Amazon stated that, according to its policies and practices, it could not  
15 promote him from L3 to L4 in his current position – he would need to transfer laterally  
16 in order to be promoted.

17          25. On information and belief, Amazon promoted multiple white L3 Flight  
18 Assistants to L4 during the same period without requiring they transfer laterally.

19          **In the face of increasing drone crashes and safety issues, Mr. Skeete complained**  
20 **of Amazon’s failure to follow testing and safety protocol.**

21          26. As a Flight Assistant L3, Mr. Skeete’s duties included activities related to  
22 moving and loading drones during test flights.  
23  
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1           27. Each testing drone weighs approximately 80 pounds, has multiple bladed  
2 fans, and up to six motors, and measures more than 5 feet. See e.g. the Amazon drone  
3 pictured:<sup>1</sup>



10           28. Because of the significant risk to public safety that large, unmanned,  
11 package-delivery drones pose, the Federal Aviation Administration has set forth  
12 detailed guidelines for the testing of commercial drones in order to protect public  
13 safety.<sup>2</sup>

14           29. Shortly after his hire, Mr. Skeete was shocked to learn about the lack of  
15 safety protocols in drone testing.

16           30. For example, on or about October 23, 2020, several drones on Mr.  
17 Skeete's team crashed.

18           31. One drone stalled and burned during functional test 589.847-2223.2 due  
19 to mechanical and electrical failures with the motors.

20           32. Crashes to this point had become so concerning that operations were  
21 grounded.

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23  
24 <sup>1</sup> <https://www.cnbc.com/2022/11/11/a-first-look-at-amazons-new-delivery-drone.html>.

<sup>2</sup> See e.g. [https://www.faa.gov/uas/advanced\\_operations/package\\_delivery\\_drone](https://www.faa.gov/uas/advanced_operations/package_delivery_drone).

1           33. Sean Cassidy, Director of Safety and Operations, came to Pendleton  
2 shortly after the crash.

3           34. In a meeting with Mr. Skeete and his colleagues, Mr. Cassidy confirmed  
4 that the crash was the result of motor issues.

5           35. Mr. Cassidy represented that all of the motors had been checked since the  
6 grounding of test flights and that it was safe to resume testing.

7           36. Mr. Skeete expressed concerns to Mr. Cassidy in this meeting about the  
8 lack of safety protocols and failure to exercise diligence in checking motors prior to  
9 testing.

10          37. Specifically, Mr. Skeete stated that it was implausible for 180 motors on  
11 30 drones to have been checked in the short amount of time the drones had been  
12 grounded.

13          38. Mr. Cassidy and engineers again assured Mr. Skeete and his colleagues  
14 that the checks had been performed, without providing proof or more information.

15          39. It was clear to Mr. Skeete that the checks had not been performed.

16          40. Defendant decided to resume drone testing less than two weeks after  
17 operations had been grounded.

18          41. Defendant did so before diligently investigating and determining the cause  
19 of recent crashes.

20          42. Defendant resumed drone testing despite concerns expressed by Mr.  
21 Skeete and others that Defendant had not been diligent in determining the cause of  
22 recent crashes.

23          43. Mr. Skeete continued to express concerns about testing and the risks it  
24 posed to himself and colleagues.

1           44. Safety Officer Amanda Gullet was also concerned about the risk continued  
2 testing posed to her colleagues.

3           45. Ms. Gullet agreed with Mr. Skeete's assessment that continued testing  
4 may seriously injure or kill an employee.

5           46. She too became distressed about Defendant's failure to determine and  
6 correct the cause of recent crashes.

7           47. All safety concerns brought by crew and team members are saved and  
8 stored in Amazon Prime's SRS system.

9           48. Just a few weeks after Defendant resumed testing, another severe crash  
10 occurred in November 2020.

11           49. Ms. Gullet promptly resigned after the November crash.

12           50. Defendant continued to assure Mr. Skeete and his team members that  
13 motor issues with the drones had been determined and resolved.

14           51. However, days later, on December 8, motors from drones again  
15 malfunctioned and crashed at test sites in both Pendleton and Seattle.

16           52. One of the crashes in Pendleton occurred feet away from one of Mr.  
17 Skeete's team members.

18           53. While drone crashes mounted, Amazon began restricting access to flight  
19 videos.

20           54. Up until the summer of 2020, Amazon stored videos and pictures of test  
21 flights through an internally accessible program.

22           55. But leadership decided against transparency, even with employees  
23 working on the drones, and cut off access to the documentation.

24           56. Drone crashes continued into 2021.

1           57. On March 16, 2021, Mr. Skeete texted Senior Flight Assistant Jordan Hill  
2 and again expressed concerns about another serious crash that had recently occurred  
3 in Pendleton.

4           58. Mr. Hill told Mr. Skeete that he believed Defendant was putting pressure  
5 on employees to continue testing without regard for the safety of themselves and  
6 others.

7           59. On June 21, another drone went down in Pendleton, igniting a 25-acre  
8 brush fire.<sup>3</sup>

9           60. The Pendleton Fire Department put the blaze out.

10          61. Defendant, however, continued to acknowledge safety issues the crashes  
11 presented and refused to take corrective action.

12           **Mr. Skeete excelled at his job and was promoted to L3, but remained misleveled  
13 as an L3 and underpaid**

14          62. Meanwhile, Mr. Skeete was excelling in his role.

15          63. Vince Montgomery, who had acknowledged Mr. Skeete's mis-leveling and  
16 underpayment from the beginning, advocated for Mr. Skeete's advancement.

17          64. With Mr. Montgomery's support, Mr. Skeete was promoted in January of  
18 2021.

19          65. He was moved to a Training Coordinator role.

20          66. As an L3 Training Coordinator, Plaintiff was paid \$59,090 per year.

21          67. However, he remained misleveled as an L3 and underpaid.

22 <sup>3</sup> [https://www.eastoregonian.com/news/local/amazon-drone-crashed-twice-in-pendleton-in-2021-according-to-faa/article\\_0adbdf22-aca-11ec-b653-3f806068cd20.html](https://www.eastoregonian.com/news/local/amazon-drone-crashed-twice-in-pendleton-in-2021-according-to-faa/article_0adbdf22-aca-11ec-b653-3f806068cd20.html) (July 2022 article discussing  
23 FAA documentation of May and June 2021 crashes in Pendleton);  
24 <https://dronedj.com/2022/03/25/amazon-delivery-drone-crash-oregon/> (March 2022 article detailing an  
uncontrolled Amazon drone crash in which the 89-pound drone fell 160 feet to the ground and sparked  
a several-acre brush fire).

1           68. Mr. Skeete, nonetheless, continued to excel in the performance of his  
2 duties.

3           69. In an April 2021 review, Mr. Skeete received an “Exceeds” evaluation of  
4 his performance.

5           70. The same month, Mr. Skeete was promoted to the role of Trainer and  
6 Instructor.

7           71. As Trainer and Instructor, Plaintiff was paid \$60,008 per year.

8           72. However, Mr. Skeete remained misleveled and underpaid.

9           73. Cyrus Roohi, Mr. Skeete’s manager in Pendleton, had assured Mr. Skeete  
10 that he was qualified to a promotion to L5.

11           74. There was consensus within Mr. Roohi’s team, documented in email, that  
12 Mr. Skeete was performing as an L5.

13           75. Mr. Roohi began preparing to promote Mr. Skeete to L5 Training Manager  
14 and he, along with his team of other L6s, put together a promotion package for Mr.  
15 Skeete.

16           76. Meanwhile, as part of his current role, Mr. Skeete was the point of contact  
17 for executives visiting the Pendleton site.

18           77. He impressed many VIPs, including senior manager Michelle Marchiano  
19 and Vice President David Carbon.

20           78. Ms. Marchiano and Mr. Carbon encouraged Mr. Skeete to take on the role  
21 of managing Prime Air’s Diversity, Equity, and Inclusion program.

22           79. The position was a Program Manager role.

23           80. It was created by Mr. Carbon specifically for Mr. Skeete and located in  
24 Seattle.



1           81. Mr. Skeete accepted the opportunity.

2           82. He learned he would be reporting to Eric Berlinberg, a Senior Program  
3 Manager and Head of the Business Operations Team at Prime Air.

4           83. Mr. Roohi gave the promotion package he had prepared – which is  
5 laborious – to Mr. Berlinberg so that Mr. Berlinberg could submit it for Mr. Skeete to be  
6 promoted as an L5 Program Manager.

7           84. Mr. Berlinberg refused and kept Mr. Skeete as an L4.

8           85. Mr. Skeete's pay as a Program Manager was so low that he received  
9 additional supplemental pay for a year because he had been making more as a trainer  
10 in Pendleton.

11           86. Mr. Skeete was the only Program Manager that Mr. Berlinberg had ever  
12 hired as an L4. Every other Program Manager he hired was L5 or above.

13           87. Indeed, there were no other L4 Program Managers at Amazon Prime.

14           88. Among approximately 67 Prime Air Program Managers, Mr. Skeete was  
15 the only one designated L4; all the others were designated L5.

16           89. On information and belief, among approximately 67 Prime Air Program  
17 Managers, Mr. Skeete was also only one of two Black employees.

18           90. It quickly became clear that if it had been up to Mr. Berlinberg, Mr. Skeete  
19 would never even have been hired as a Program Manager.

20           **In his new Program Manager position, Mr. Skeete raised safety and equity and  
discrimination issues, to the chagrin of his manager, Eric Berlinberg.**

21           91. After beginning his new role, Mr. Skeete noticed a series of workplace  
22 issues and alerted appropriate personnel to remedy them.

1           92. For instance, he learned that there was no bathroom at a field site in  
2 Corvallis, Oregon.

3           93. While male employees were reportedly urinating in the field, Mr. Skeete  
4 was particularly concerned that female employees did not have access to facilities.

5           94. Mr. Skeete urged Senior Engineer Mike Barker to address the issue.

6           95. Mr. Barker claimed he had no knowledge of the problem, even though  
7 employees had been complaining about the issue for months.

8           96. The issue remained unresolved for another six months, leaving female  
9 employees with no usable workplace bathroom.

10          97. Mr. Barker, while failing to address the issue Mr. Skeete had raised,  
11 complained about Mr. Skeete to Mr. Berlinberg.

12          98. Mr. Berlinberg's hostility increased and Mr. Skeete's workload began  
13 mounting and mounting.

14          99. As Mr. Skeete's workload mounted, he learned that his workload was  
15 significantly greater than the workload of other Program Manager colleagues within  
16 Prime Air.

17          100. He also knew that the role was vastly outsized compared to the 8 other  
18 program managers reporting to Mr. Berlinberg, none of whom were Black.

19          101. For example, Mr. Skeete represented all 800+ team members across the  
20 world with respect to Diversity, Equity, and Inclusion; he was the only Program Manager  
21 reporting to Mr. Berlinberg who directly supported the Vice-President; and he was the  
22 only team member reporting to Mr. Berlinberg who presented at the company's All  
23 Hands Meeting.

24

1           102. Mr. Skeete worked 10-hour weekdays and 8-hour weekends and asked  
2 Mr. Berlinberg to work with him to address the issue.

3           103. Mr. Berlinberg refused to work with Mr. Skeete to resolve his workload.

4           104. Mr. Berlinberg refused to even acknowledge the glaring disparity existed.

5           105. Separately, Mr. Skeete expressed concerns to Mr. Berlinberg about  
6 Defendant's failure to recruit and hire people of color.

7           106. Mr. Skeete stated that while DEI initiatives had been around for a decade,  
8 the number of employees of color had not improved to merit any celebration.

9           107. Mr. Berlinberg ignored Mr. Skeete's comment.

10           108. Despite abundantly apparent lack of diversity, Mr. Berlinberg also refused  
11 to acknowledge that Prime Air needed to do better.

12           109. On September 30, 2021, frustrated that Mr. Berlinberg refused to address,  
13 much less acknowledge his workload concerns, Mr. Skeete emailed Mr. Carbon,  
14 copying Mr. Berlinberg, and requested help reconceiving his workload and additional  
15 support.

16           110. Mr. Berlinberg was irate and the next day, on October 1, scolded Mr.  
17 Skeete.

18           111. Mr. Skeete again sought help from Mr. Carbon and met with him on  
19 October 4.

20           112. Mr. Carbon was shocked to learn of the workload Mr. Berlinberg had  
21 imposed upon Mr. Skeete.

22           113. Mr. Carbon also reiterated how important Mr. Skeete was to the team.

23           114. Mr. Berlinberg, however, retaliated against Mr. Skeete for expressing  
24 concerns about his workload.

1           115. On October 8, Mr. Berlinberg held an hour-long meeting requiring Mr.  
2 Skeete to define his role.

3           116. On October 9, Mr. Berlinberg required Mr. Skeete to justify an upcoming  
4 trip to a remote site.

5           117. Mr. Skeete had traveled to remote sites from September 2020 to October  
6 2021 and had never been required to justify a trip to a remote site.

7           118. Mr. Berlinberg, nonetheless, canceled Mr. Skeete's trip.

8           119. Hostilities and microaggressions continued over the coming weeks and by  
9 October 29, Mr. Skeete decided to seek work on another team at Amazon.

10           **Mr. Berlinger sabotaged and blacklisted Mr. Skeete from other positions within  
11 Amazon.**

12           120. Mr. Berlinberg initially told Mr. Skeete that he would have time to find  
13 another role and that he would not impose a specific timeline.

14           121. Yet within a few weeks, Mr. Berlinberg required Mr. Skeete provide a date  
15 specific on which he would resign if he was not able to secure another role elsewhere.

16           122. At the same time, Mr. Berlinberg replaced Mr. Skeete with an employee at  
17 L5.

18           123. That employee had not made complaints of race discrimination or public  
19 policy violations. Mr. Berlinberg required Mr. Skeete – who was still designated L4 – to  
20 train her.

21           124. Mr. Berlinberg then notified Mr. Skeete that his last day should be January  
22 14, 2022.

1           125. While Mr. Skeete was optimistic about finding a role on another team given  
2 his stellar performance reviews and upward trajectory at the company, he did not  
3 anticipate sabotage by Mr. Berlinberg.

4           126. Mr. Skeete had 16 full interviews and communications with 36 hiring  
5 managers.

6           127. On multiple occasions, a job offer was nearly in hand.

7           128. But after the hiring managers called Mr. Berlinberg prior to finalizing offers,  
8 the job offers evaporated.

9           129. After constructive, positive, and welcoming conversations with hiring  
10 managers, Mr. Berlinberg, through negative statements and other conduct, ensured  
11 that Mr. Skeete was either ghosted or rejected on every occasion.

12           130. For instance, in November 2021, Mr. Skeete was given an interim position  
13 with the security team at Prime Air and began training.

14           131. After several days, however, he was called into a meeting with Security  
15 Manager Manasseh Chege, who reported that Mr. Berlinberg had met with higher ups  
16 and suddenly decided that Mr. Skeete was not a “good fit.”

17           132. On another occasion, in January 2022, Mr. Skeete had been identified by  
18 Vince Montgomery (one of his managers in Pendleton) as a perfect person for a  
19 Community Manager position.

20           133. Mr. Montgomery told Mr. Skeete that Mike Barker would talk with Eric  
21 Berlinberg about Mr. Skeete.

22           134. Thereafter, Mr. Montgomery relayed to Mr. Skeete that again Mr. Skeete  
23 had been identified as someone that was not a “good fit.”

24           **Mr. Skeete reported the discrimination and retaliation to HR.**



1           145. Mr. Skeete was performing the essential functions of his job satisfactorily  
2 and in accordance with Defendant's legitimate expectations.

3           146. Mr. Skeete was subjected to adverse employment actions and treated less  
4 favorably than similarly situated employees.

5           147. For instance, Mr. Skeete was denied requests to level up equal to similarly  
6 situated employees.

7           148. For instance, Mr. Skeete was paid less than similarly situated employees.

8           149. For instance, Mr. Skeete was required to work excessive hours compared  
9 to similarly situated employees.

10          150. Mr. Skeete's race was a substantial factor in denying his requests to level  
11 up.

12          151. Mr. Skeete's race was a substantial factor in refusing to pay Mr. Skeete  
13 the same as similarly situated employees.

14          152. Mr. Skeete's race was a substantial factor in requiring him to work  
15 excessive hours compared to similarly situated employees.

16          153. Mr. Skeete's race was a substantial factor in terminating him.

17          154. Defendant discriminated against Plaintiff because of his race in violation  
18 of RCW 49.60.180.

19          155. Defendant created a hostile work environment because of his race in  
20 violation of RCW 49.60.180.

21          156. Defendant retaliated against Plaintiff because he opposed discriminatory  
22 treatment of women (by complaining about the lack of bathrooms in the field) and of  
23 people of color (by complaining about the lack of diversity among Program Managers).  
24

1           157. Defendant retaliated against Plaintiff because of his race and/or because  
2 Plaintiff opposed discriminatory employment practices and/or because Plaintiff filed  
3 complaints against Defendant for discriminatory employment practices in violation of  
4 RCW 49.60.210.

5           158. As a result of Defendant’s discrimination and retaliation, Mr. Skeete has  
6 suffered economic damages and emotional distress.

7           **Wrongful Discharge in Violation of Public Policy**

8           159. Plaintiff incorporates the allegations above as if alleged herein.

9           160. Public policies are in place to ensure test flights are conducted in a matter  
10 that keeps employees and the public safe.

11           161. 49 U.S.C. § 44701(a) articulates that the Federal Aviation Administration  
12 (“FAA”) Administrator “shall promote safe flight of civil aircraft in air commerce” by  
13 prescribing minimum standards and safety processes and regulations.

14           162. 49 U.S.C. § 44701(a)(3) specifically states that these regulations are  
15 “required in the interest of safety.”

16           163. On its webpage devoted to information about package delivery drone  
17 regulations, the Federal Aviation Administration begins by stating that “[a]s drones are  
18 introduced into everyday life in the U.S. — from recreational flying to commercial uses  
19 — FAA’s number one priority remains safety.”<sup>4</sup>

20           164. Discouraging an individual from reporting violations of FAA safety  
21 regulations, or retaliating against them for so doing, jeopardizes each of these policies.

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23  
24           <sup>4</sup> [https://www.faa.gov/uas/advanced\\_operations/package\\_delivery\\_drone](https://www.faa.gov/uas/advanced_operations/package_delivery_drone)



1 165. Public policies are also in place to ensure, generally, that employees who  
2 report discriminatory employment practices are not retaliated against.

3 166. For instance, see RCW 49.60.210.

4 167. Discouraging an individual from reporting discriminatory employment  
5 practices, jeopardizes the anti-retaliation provisions and protections of the WLAD.

6 168. Defendant threatened to terminate Plaintiff on January 14, 2022 if he did  
7 not find a new position, but chose not to do so.

8 169. It was only after Plaintiff filed complaints against Defendant on January  
9 19, 2022 expressing continued concern about its violation of FAA regulations and its  
10 discriminatory employment practices that Defendant terminated his employment.

11 170. Defendant's termination was in retaliation for Plaintiff's complaints and is  
12 in violation of public policy.

13 171. As a result of Defendant's discrimination and retaliation, Mr. Skeete has  
14 suffered economic damages and emotional distress.

### 15 **DAMAGES**

16 172. Defendant's discriminatory and wrongful conduct described above has  
17 caused Plaintiff Cheddi Skeete the following damages:#

- 18 A. Lost back pay, wages, and benefits in amounts to be established at the time of  
19 trial;#
- 20 B. Lost front pay, future wages, benefits, and other compensation to be  
21 established at the time of trial;#
- 22 C. Emotional upset and stress, in an amount to be established at trial;#
- 23 D. Out-of-pocket expenses, litigation costs, and attorney fees in amounts to be  
24 established at trial;#

1 E. Out-of-pocket and investigative expenses.#  
2

3 DATED: January 13, 2023.  
4

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