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January 29, 2025

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SETION
§2698 et seq.**

THROUGH ONLINE FILING –PAGA NOTICE

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/266>

Re: Bryan Betancourt V. United Parcel Service of America, Inc.

Dear California Labor and Workforce Development Agency, UNITED PARCEL SERVICE OF AMERICA, INC. Please note that JOSE GARAY, APLC represents the interests of BRYAN BETANCOURT ("Claimant") and files this PAGA/LWDA notice. Claimant worked for **United Parcel Service of America, Inc.** 12475 Arroyo St, Sylmar CA 91342 from September 23rd, 2024., to October 8th, 2024.

UNITED PARCEL SERVICE ("UPS") is a global logistics and package delivery company providing shipping, freight, and supply chain management services. UPS operates numerous facilities across California, employing less than 200 employees at certain locations and an estimated over 1,000 current and former non-exempt employees throughout the state.

The purpose of this correspondence is to notify the LWDA that the Complainant intends to seek penalties, on behalf of himself and all other Aggrieved Employees, against UNITED PARCEL SERVICE OF AMERICA, INC. ("Employer") pursuant to the Private Advocates General Act of 2004 ("PAGA"), Labor Code sections 2698 *et seq.* Claimant was employed by UNITED PARCEL SERVICE OF AMERICA, INC. as a non-exempt warehouse employee. Claimant is a covered employee, and Employer is a covered employer pursuant to Labor Code § 2100 *et. seq.*

Claimant also includes within the definition of "Employer" any Doe entity contracted by an employer to secure, locate, recruit (i.e., temporary, permanent, seasonal) any person to perform work of any kind on storage facilities that are owned, operated, or managed by Employer. These entities are Employer are directly liable as employer or joint employer and are liable pursuant to Labor Code § 2100(f) which states:

*"Employer" means a person who directly or indirectly, or through an agent or any other person, including through the services of **an outside employer, temporary service or employment agency or similar entity, employs or exercises control over the wages, hours or working conditions of** 100 or more employees in a single warehouse distribution center or 1,000 or more employees at one or more warehouse distribution centers in the state.*

For purposes of this definition, all employees of an employer's commonly controlled group, as that term is defined in [Section 25105 of the Revenue and Taxation Code](#), shall be counted in determining the number of employees employed at a single warehouse distribution center or at one or more warehouse distribution centers in the state.

Claimant seeks penalties for violations of the California Labor Code which are recoverable under California Labor Code § 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Claimant seeks penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of the Employer (“Aggrieved Employees”). This letter is sent in compliance with California Labor Code § 2699.3.

This correspondence serves as Claimant’s written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3(a)(1). The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code §§ 98.6, 98.7, 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 432, 510, 512, 558, 558.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2100 – 2112, 2800 - 2802, , 6310, 6311, 6312, the Industrial Welfare Commission Wage Orders (“IWC Wage Order”), Cal/OSHA, and/or the California’s Health and Safety Code as it relates to the claims alleged herein.

Employer collects, stores, analyzes, or interprets work speed data as defended by Labor Code § 2100(e)

(e) (1) “Employee work speed data” means information an employer collects, stores, analyzes, or interprets relating to an individual employee’s performance of a quota, including, but not limited to, quantities of tasks performed, quantities of items or materials handled or produced, rates or speeds of tasks performed, measurements or metrics of employee performance in relation to a quota, and time categorized as performing tasks or not performing tasks.

Employer used quotas and required Claimant and continues to require Aggrieved Employees to meet quotas which are defined in Labor Code § 2100(h) which states:

(h) “Quota” means 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.

Claimant and Aggrieved Employees were engaged in various warehouse duties, including but not limited to, picking, stowing, packing, wrapping, working in shipping & receiving, storing, loading and unloading pallets, driving both forklifts and pallet jacks, and other duties closely related to warehouse operations. Their performance (i.e., quantity of items performed or handled measured by time or other metric employed by Employer to measure performance) was evaluated and measured in relationship to the quota. As a result of excessive quotas, Claimant

and Aggrieved Employees suffered adverse employment action. The labor code violations Claimant alleges have been ongoing since Claimant was initially employed by Employer. Lastly, Claimant and other Aggrieved Employees suffered increased workplace injury in comparison to competitors as a result of excessive quotas

Claimant and Aggrieved Employees were not provided a written disclosure since January 1, 2022, or each time the quota changed. New hires were not provided with an express written disclosure and Aggrieved Employees were also not provided with a written disclosure including each time the quota changed.

1. FAILURE TO PAY ALL HOURS WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT-TIME WAGES, AND OVERTIME WAGES

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Claimant and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight-time wages, and overtime compensation.

First, Employer regularly required Claimant and other Aggrieved Employees to work off-the-clock to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; (3) perform work after clocking out for the end of their shift; and (4) perform work during meal periods. Claimant and other Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight-time wages. Moreover, this off-the-clock work typically caused Claimant and other Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in a week, resulting in a failure to pay overtime compensation. This off “the clock work” was required by Employer to force employees to meet their assigned quotas.

Second, Employer also failed to accurately record the actual time Claimant and other Aggrieved Employees worked, which resulted in Employer’ failure to pay for all hours worked, including minimum wages, straight-time wages, premium, overtime wages, sick pay, premium pay, bonus pay, and vacation pay.

Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Claimant and other Aggrieved Employees for the correct legal rate all overtime hours worked based on regular rates of pay including premium pay rates when applicable. Employer also failed to factor non-discretionary bonus pay into the regular rate of pay for Claimant and other Aggrieved Employees.

As a result of the foregoing practices, Employer has failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including non-discretionary bonus pay, minimum wages, straight-time wages, and overtime compensation. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198. Claimant, for himself and other Aggrieved Employees, will

therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS:

Employer failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Employer required Claimant and other Aggrieved Employees to work more than five (5) hours per day but did not provide uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal period after their tenth (10th) hour of work. On the occasions that Claimant and other Aggrieved Employees did take a meal period, their meal periods were frequently interrupted, cut short, and/or were "working meal periods." Moreover, Claimant and Aggrieved Employees were not credited with time on task even though they were required to be on call or on standby during meal periods in violation of Labor Code § 2103.

Employer' excessive quotas, policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, among other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to in-person oral interruptions; and, (7) Employer' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on meeting unlawful quota and production demands and/or completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Aggrieved Employees were adversely and unlawfully impacted by Employer' meal period policies which discouraged them from taking legal breaks to meet Employer' quota requirements.

As such, Employer' policies and practices prevented employees from complying with California's meal period laws pursuant to California Labor Code § 2102 which states, "*An employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or*

occupational health and safety laws in the Labor Code or division standards. An Employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to § 2101.”

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for missed meal periods as required under California law. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), 512(a), 1198, and 2100 - 2112.

Claimant, for himself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code sections 226.3, 558, 1197.1, and 1199 penalties; and attorneys’ fees and costs.

3. FAILURE TO PROVIDE REST PERIODS:

Employer failed to authorize and permit Claimant and other Aggrieved Employees from taking legal 10-minute rest periods. Employer required Claimant and other Aggrieved Employees to work through rest periods or to remain on call or to standby for quota updates or quota related communications verbally or through radios or cell phones. Claimant and other Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer’ excessive quotas, policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete, and duty-free rest periods because, among other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer’ management at various levels, affecting all hourly-non-exempt warehouse employees, failed and refused to implement and enforce legally compliant rest period policies and practices and instead aggressively pushed Aggrieved Employees to meet excessive quotas; (3) Employer failed to adequately inform and train managers, leads, supervisors and foreman and Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing (except to utilize staffing agencies to replace employees who failed to meet quota) to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, recovery periods, and meal periods, which

included responding to in-person oral interruptions; and, (7) Employer' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing quotas, production demands, and other job requirements over the employees' right to receive legal rest periods. Furthermore, Aggrieved Employees were adversely impacted by Employer' meal and rest period policies which discouraged them from taking legal breaks to meet Employer' quota requirements. Employer in fact enforced silent quotas which adversely impacted Aggrieved Employees rights under Labor Code § 2102, and which prevented them from complying with California's rest, meal, and recovery period laws.

As such, Employer' policies and practices prevented employees from complying with California's Labor Code § 226.7 legal right to rest, recovery and meal period laws all in violation of California Labor Code § 2102 which states, *"An employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An Employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to § 2101."*

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the missed rest periods as required under California law. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), 1198, and 2100 *et seq.*

Claimant, for himself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code sections 226.3, 558, 1197.1, and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO PROVIDE RECOVERY PERIODS:

Employer failed to provide recovery periods when requested by Aggrieved Employees or pay premium wages when a recovery period was not provided as required by Labor Code § 226.7. Employer in fact discouraged recovery periods and pressured Aggrieved Employees to utilize meal and rest period time as recovery periods and use of bathroom facility time.

When employees required a cooling down period or for any reason related to wellbeing, health and safety, or heat illness prevention, they were discouraged from taking recovery periods. Employer also failed to disclose to Claimant and Aggrieved Employees of their right to recovery periods. If Aggrieved Employees complained or did not accede to Employer' unlawful policies, they were verbally reprimanded, written up negatively for performance, ranked as unproductive or ranked in low quartiles targeted for termination, terminated, and/or adversely impacted by Employer' quota requirements in violation of Labor Code § 2102. Furthermore, Employer's facilities are routinely subject to extreme heat/humidity and cold thereby increasing the need for recovery periods which Employer did not permit or provide.

5. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT.

The employer failed to timely pay Complainant and other Aggrieved Employees all wages earned each pay period including, *inter alia*, overtime compensation, straight-time wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code § 204(a).

Claimant, for himself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PAY ALL WAGES DUE TO SEPARATED EMPLOYEES.

As to each pay period, Employer failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight-time wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code § 201(a), 202(a) and 203(a).

Claimant, for himself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

7. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS.

As a result of the practices described above, the Employer issued inaccurate wage statements to Claimant and other Aggrieved Employees that failed to include the actual hours worked, the name and address of the legal employing entity, and the correct rates of pay. Accordingly, Employer violated California Labor Code § 226(a).

Claimant, for himself and other Aggrieved Employees, will therefore seek PAGA default penalties; penalties pursuant to California Labor Code § 226.3; and attorneys' fees and costs.

8. FAILURE TO MAINTAIN & PROVIDE ACCURATE PAYROLL RECORDS.

Employer failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, rest periods, recovery periods, and/or total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d). Employer's illegal and detrimental time rounding policy caused Claimant and other Aggrieved Employees' compensable work time to be improperly recorded, depriving them of their full compensation. These failures also caused Aggrieved Employees to receive sick pay, bonus pay, vacation pay, and premium pay below the lawful rate.

Claimant and on behalf of Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code § 1174.5 penalties; and attorneys' fees and costs. Additionally, Claimant requested her wage statements and payroll records, and they were not provided timely or at all after they were requested pursuant to Labor Code §§ 226, 1198.5.

9. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an Employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of her or her job duties or in direct consequence of her or her obedience to the directions of the Employer. The applicable IWC Wage Order requires Employer to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and other Aggrieved Employees incurred necessary business-related expenses and costs that Employer did not fully reimburse. These costs include but are not limited to the use of Claimant and other Aggrieved Employees' personal cell phones to send and receive messages and calls with supervisors to communicate their duties and the scope of work. Aggrieved Employees were also required to purchase items such as uniforms, accessories, and other sundry tools for the benefit of Employer without reimbursement. Accordingly, Employer violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Claimant, for himself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; and attorneys' fees and costs.

10. FAILURE TO PAY VACATION TIME.

Pursuant to California Labor Code § 227.3, "[W]henver a contract of employment or Employer policy provides for paid vacations, and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in accordance with such contract of employment or Employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Claimant and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer violated California Labor Code § 227.3.

Claimant, for himself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; California Labor Code § 227 penalties; and attorneys' fees and costs.

11. VIOLATION OF LABOR CODES 226, 1198.5, 432, 2104: FAILURE TO PROVIDE PERSONNEL FILE & QUOTA DESCRIPTION

Employer was served with a valid request for Claimant' personnel file and Employer refused to provide Claimant' personnel file and refused to disclose Claimant' written quota description as provided for under Labor Code §§ 226, 2104, and 1198.5. A request for Claimant's

personnel file and quota description was timely sent and more than 15 and 21 days passed since the request, and Employer failed to comply. Employer furthermore failed to produce all payroll records and/or wage statements.

12. VIOLATION OF CALIFORNIA'S WAREHOUSE QUOTA LAWS

Employer knew or should have known it imposed systematic quota and production demands on Claimant and other Aggrieved Employees which violated the rights of employees pursuant to Labor Code sections 2100 et. seq. Employer had a duty to ensure its production demands/quotas did not prevent Claimant' and other Aggrieved Employees' from complying with laws pertaining to meal periods, rest periods, bathroom breaks, and/or expose them to safety or OSHA hazards. Employer is a "covered employer," and its warehouse employees are "covered employees."

Employer implements quotas as defined in Labor Code § 2100(h) and subjects Claimant and Aggrieved Employees to adverse employment action as defined in Labor Code § 2102 which states:

"An employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to [Section 2101](#)."

Furthermore, Employer willfully, knowingly, and intentionally failed to establish quotas that did not harm Claimant and Aggrieved Employees all to increase Employer' profits without concern for employee safety. Employer, in fact, tracked meals, rest, and recovery periods that were not provided and did nothing to change its policies and practices. Employer also restricted and monitored the use of bathroom facilities and charged the time employees used the bathroom against their quota. In other words, employees who did not wait to use the restroom during meal or rest periods or before or after their shift, were penalized for not meeting quota either through reprimands, warnings, and termination. Employer maintained a point system designed to prevent employees from complying with California law as alleged in this notice and systematically used to punish employees.

Claimant and other Aggrieved Employees were not permitted to take compliant breaks, including recovery periods when requested, due to Employer' unlawful policy and practice to favor production goals over employee rights. Consequently, Claimant and other Aggrieved Employees were not authorized or permitted to take breaks, including first, second, and third rest breaks and Employer' policies prevented Aggrieved Employees from taking compliant breaks as required by California law.

Furthermore, Employer did not provide to each employee a written description of each quota the employee works under, maintained secret (undisclosed) quotas, and failed to provide

written disclosures each and every time quotas changed (Labor Code §2103) either seasonally, daily, hourly, weekly, and/or monthly. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. This information has not been given by Employer to all new hires, existing employees, or aggrieved employees hired after January 1, 2022, to the present.

Employer has been previously sued for many of the violations alleged herein, and rather than change its policies, it continues to violate the law intentionally and willfully. In fact, Employer have been the subject of OSHA investigations and DIR investigations and have been fined and rather than comply with authorities and the state it continues to violate California's quota and labor laws.

13. VIOLATION OF CALIFORNIA'S HEAT & TEMPERATURE ILLNESS PREVENTION LAWS.

Employer failed to maintain adequate temperatures which created excessive heat or humidity exposing Claimant and Aggrieved Employees to temperature related hazards. Employer failed to maintain a comfortable working environment.

On June 20, 2024, the Occupational Safety and Health Standards Board approved California Code of Regulations, Title 8, [section 3396](#), "Heat Illness Prevention in Indoor Places of Employment". This standard applies to most workplaces where the indoor temperature reaches 82°F. It established required safety measures for indoor workplaces to prevent worker exposure to risk of heat illness. This standard went into effect on July 23, 2024. Employer have failed to comply with the mandates of the new OSHA regulations and California law.

The IWC Wage Orders require temperature to be maintained at comfortable levels. Section 15 of the Wage Orders states the following:

15. Temperature

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60 (degrees), a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 60 degrees.

(C) A temperature of not less than 68(degrees) shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

Pursuant to Section 15(b), Defendant has and have always had an affirmative duty to

prevent and reduce excessive heat or humidity created by the work environment, location, department or any other area of work that creates excessive heat and where employees are exposed to heat illness thereby requiring safety measures including, but not limited, to recovery periods. Defendant, however, has no written policy regarding preventative measures as required by California law or as required by Labor Code § 226.7 and the recently enacted OSHA standards requiring employer to take affirmative measures to prevent heat illness for indoor employees pursuant to California Code of Regulations, Title 8, section 3395 Heat Illness Prevention, Labor Code §§ 6308, 6317 and any other statutes conferring enforcement powers upon the Division.

Furthermore, it is a violation of Labor Code §§ 98.6, 98.7, 6310, 6311, and 6312 to discharge or discriminate in any other manner against employees for exercising their rights under this or any other provision offering occupational safety and health protection to employees. Throughout the time periods when these laws were in effect, Employer has actively violated them and pressured, and/or discouraged employees from taking advantage of the Labor Code, Cal OSHA regulations and California law in favor of meeting excessive quotas.

Sincerely,



José R. Garay, Esq.
JOSÉ GARAY, APLC

EMPLOYER NOTICE PROVIDED BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service

UNITED PARCEL SERVICE OF AMERICA, INC.
1505 Corporation
CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN
CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE.

BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, SACRAMENTO,

CA 95833