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County of Los Angeles
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Attorneys for Plaintiff,
TAMMIE BARNETT on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TAMMIE BARNETT, an individual, on behalf) Case No.: **24STCV29867**
of herself, all aggrieved employees, and the)
State of California as a Private Attorneys)
General,)

Plaintiff,

REPRESENTATIVE ACTION

vs.

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 et seq.**

UNITED PARCEL SERVICE, INC., an Ohio)
corporation and DOES 1-50, inclusive,)

Defendant.

1 Plaintiff TAMMIE BARNETT brings this PAGA representative action complaint on
2 behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys
3 General, and alleges as follows:

4 5 NATURE OF THE ACTION

6 1. Plaintiff TAMMIE BARNETT works as an employee for Defendant UNITED PARCEL
7 SERVICE, INC., and Does 1-50 (collectively “Defendant”). Defendant provides transportation,
8 distribution, trade, and brokerage services in more than 220 countries and territories. Plaintiff
9 brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor
10 Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees
11 of Defendant within one year of serving notice on the LWDA to the present are aggrieved
12 employees.

13 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
14 willful and intentional employment practices and policies. Plaintiff brings this representative
15 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
16 California, based upon the claims articulated below.

17 18 EXHAUSTION OF ADMINISTRATIVE PROCEDURES

19 3. Plaintiff has exhausted all applicable administrative procedures with the California
20 Labor and Workforce and Development Agency (“LWDA”) and Division of Occupational Safety
21 and Health (DOSH) on November 21, 2023, as illustrated by the attached **Exhibit A**, the content
22 of which is expressly incorporated herein. The LWDA and/or DOSH have not provided any notice
23 to Plaintiff following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B).
24 Plaintiff submitted a subsequent notice letter to the LWDA and DOSH, with copy to Defendant,
25 on February 29, 2024, attached hereto as **Exhibit B**. Defendant then served a letter dated March
26 29, 2024, purporting to cure the alleged violations. Pursuant to Labor Code §2699.3(c)(2)(A)
27 “[w]ithin 17 calendar days of the receipt of that notice, the agency shall review the actions taken
28 by the employer to cure the alleged violation, and provide written notice of its decision by certified

1 mail to the aggrieved employee and the employer. The agency may grant the employer three
2 additional business days to cure the alleged violation. If the agency determines that the alleged
3 violation has not been cured or if the agency fails to provide timely or any notification, the
4 employee may proceed with the civil action pursuant to Section 2699.”

5 4. On July 8, 2024, Plaintiff returned to work for Defendant following an approved
6 extended leave of absence for a work-related injury. She continued to experience the violations set
7 forth in her notice to the LWDA and DOSH, and accordingly, on September 10, 2024, Plaintiff
8 submitted a Cure Dispute Notice to the LWDA and DOSH, and certified mail to Defendant,
9 disputing that Defendant has cured the violations, including a declaration and accompanying
10 photographic evidence, attached as **Exhibit C**. Plaintiff has not received any notice from the
11 LWDA or DOSH concerning her allegations.

12 5. Plaintiff has exhausted all applicable administrative remedies prior to filing the instant
13 action. Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General
14 Act (“PAGA”), Labor Code §2698 *et seq.*

15 6. Defendant has had a consistent policy and/or practice of failing to provide a place of
16 employment that is safe and healthful, including failing to provide legally compliant bathrooms.
17 Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private
18 Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

19 20 **THE PARTIES**

21 7. Plaintiff TAMMIE BARNETT is a resident of the State of California and a current
22 employee of Defendant.

23 8. Defendant UNITED PARCEL SERVICE, INC. is an Ohio corporation authorized to do
24 business and doing business in California with the capacity to sue and to be sued, and doing
25 business, in the county of Los Angeles, State of California.

26 9. Plaintiff is unaware of the true names, capacities, relationships, and extent of
27 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
28 informed and believes and thereon alleges that said Defendant is legally responsible for the

wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff will amend this complaint when their true names and capabilities are ascertained.

10. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendant.

JURISDICTION AND VENUE

11. Venue is proper in this judicial district because Defendant conducts business in this county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees in this case that arose in this county.

12. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

13. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

14. During the relevant time-period, Defendant committed various violations of the California Labor Code as alleged below in more detail. Defendant enforces multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

1 15. This representative action represents over one hundred current and former aggrieved
2 employees.

3 16. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
4 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
5 numerous Labor Code sections, as set forth more fully below.

6 17. Plaintiff and all current and former hourly, nonexempt employees within one year of
7 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
8 *et seq.* (See Labor code §2699(c).)

9 18. Defendant, and each of them, has committed the following violations of the California
10 Labor Code:

11
12 **Failure to Provide a Place of Employment That Is Safe And Healthful**

13 (Cal. Labor Code §§6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409)

14 19. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporate said paragraphs herein by reference.

16 20. Defendant failed to provide suitable bathroom facilities to employees working in the
17 field, primarily as drivers. As a result, many employees working in the field as drivers relieved
18 themselves in water bottles, gallon jugs, and other items that are unsanitary replacements for
19 required bathrooms. They lacked handwashing facilities to clean their hands after such acts. When
20 employees, like delivery drivers, returned to Defendant's facility, they were not provided with any
21 suitable place to dispose of the urine and other unsanitary bathroom related items. As a result, trash
22 cans at Defendant's facilities overflowed with urine-filled water bottles and other containers.
23 These containers were also left on the ground, on shelves, in vehicles, and generally dispersed
24 throughout the facilities. The containers were not consistently sealed leading to urine and bodily
25 fluids leaking into the workspace. Plaintiff describes numerous instances of improperly closed
26 containers leading to spills, including containers being left on the ground and inadvertently crushed
27 by the wheel of a vehicle, leading to a mess of human waste in the workplace. There is a persistent,
28 widespread issue concerning unsanitary, unhealthful, and unsafe messes left as a result of

1 Defendant's failure to provide bathrooms. Defendant is liable both for the failure to provide
2 bathrooms, and for the resulting unhealthful work environment.

3 21. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment
4 and a place of employment that is safe and healthful for the employees therein. Cal. Labor Code
5 §6401 provides that "every employer shall furnish and use safety devices and safeguards, and shall
6 adopt and use practices, means, methods, operations, and processes which are reasonably adequate
7 to render such employment and place of employment safe and healthful. Pursuant to Cal. Labor
8 Code §6402, no employer shall require, or permit any employee to go or be in any employment or
9 place of employment which is not safe and healthful. Cal. Labor Code §6403 states that no
10 employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate
11 to render the employment and place of employment safe, or to adopt and use methods and
12 processes reasonably adequate to render the employment and place of employment safe, or to do
13 every other thing reasonably necessary to protect the life, safety, and health of employees. Cal.
14 Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment
15 that is not safe and healthful, and §6401.7 requires employers to implement injury prevention
16 programs. §6406 requires employers to do everything reasonably necessary to protect the life,
17 safety, and health of employees.

18 22. Legally Compliant Bathrooms. It is well established that employers are required to
19 provide clean and sanitary bathrooms to employees, free of effluvia, which would include urine
20 and other bodily fluids. These same standards apply to areas in the workplace outside the
21 bathroom. They must be free of effluvia, urine, and other bodily fluids and waste. California Labor
22 Code §2350 requires "[e]very factory, workshop, mercantile or other establishment in which one
23 or more persons are employed, shall be kept clean and free from the effluvia arising from any drain
24 or other nuisance, and shall be provided, within reasonable access, with a sufficient number of
25 toilet facilities for the use of the employees." California law further underscores this employer
26 responsibility in 8 CCR §3457(c). Although Plaintiff does not bring a direct claim for violation of
27 §2350 or 8 CCR §3457(c), Defendants failure to provide bathrooms for employees necessitating
28 that they relieve themselves in containers not meant for the purpose, including water bottles and

1 gallon jugs, and further for polluting the facility with urine as a result of this failure, results in a
2 violation of Cal. Labor Code §§6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, and
3 6409.

4 23. Unfortunately, Defendant failed to meet minimum standards for bathrooms. When
5 employees took matters into their own hands and began to relieve themselves in containers,
6 Defendant failed to provide proper mechanism for disposing of the urine-filled containers leading
7 to unsanitary, unsafe, and unhealthful work conditions.

8 24. As a result of these violations, Defendant has violated the California Labor Code
9 provisions enumerated above and is liable for civil penalties pursuant to Cal. Labor Code §2698
10 *et. seq.*

11 **FIRST CAUSE OF ACTION**

12 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

13 **(California Labor Code §2698 *et seq.*)**

14 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporates said paragraphs herein by reference.

16 26. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant
17 during the applicable statutory period and suffered one or more of the Labor Code violations set
18 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
19 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
20 attorneys’ fees and costs.

21 27. Plaintiff seeks to recover the PAGA civil penalties through a representative action
22 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
23 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

24 28. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
25 Code provisions:

- 26 *a.* Failure to Provide a Place of Employment That Is Safe and Healthful (Cal. Labor
27 Code §§6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409).
28

29. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

30. Plaintiff and the other current and former hourly, nonexempt employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of herself and all other current and former aggrieved employees.

31. At the time of each violation, Defendant employed one or more employees.

32. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs, and attorneys' fees.

33. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. Plaintiff has exhausted all applicable administrative remedies as evidenced by the attached exhibits and as discussed above. Plaintiff may now pursue her PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgment against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. Pre-judgement and post-judgement interest as provided by law; and

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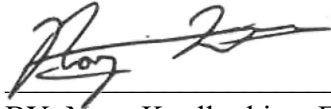
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1 4. Such other and further relief that the Court may deem just and proper.
2

3 DATED: November 13, 2024

4 **KOUL LAW FIRM, APC**

5 
6

7 BY: Nazo Koulloukian, Esq.
8 Attorneys for Plaintiff TAMMIE BARNETT, and
9 all aggrieved employees
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EXHIBIT A



Nazo@Koullaw.com

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F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

November 21, 2023

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via E-filing:

Division of Occupational Safety and Health
1515 Clay Street, Suite 1901
Oakland, CA 94612

Via Certified U.S. Mail:

UNITED PARCEL SERVICE, INC.
55 GLENLAKE PARKWAY NE
ATLANTA, GA 30328

Re: PAGA Notice Pursuant to California Labor Code §2699

Claimants: Tammie Barnett

Employer: United Parcel Service, Inc.

Dear Sir or Madam:

Claimant Tammie Barnett has retained Nazo Koulloukian, Esq. of the Koul Law Firm and Sahag Majarian, II, and Garen Majarian of Majarian Law Group, APC, to represent her, and all other aggrieved employees, for claims relating to unlawful and unsafe work conditions against her employer United Parcel Service, Inc. (“UPS”).

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of aggrieved employees and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Provide a Place Of Employment That Is Safe And Healthful

(Cal. Labor Code §§2260, 2350, 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6712, 2699 *et seq.*, 8 CCR 3202, 3457)

Employer failed to provide suitable bathroom facilities to employees working in the field, primarily as drivers. As a result, many employees working in the field as drivers relieved themselves in water bottles, gallon jugs, and other items that are unsanitary replacements for required bathrooms. They lacked handwashing facilities to clean their hands after such acts. When employees, like delivery drivers, returned to Employer's facility, they were not provided with any suitable place to dispose of the urine and other unsanitary bathroom related items. As a result, trash cans at Employer's facilities overflowed with urine-filled water bottles and other containers. These containers were also left on the ground, on shelves, in vehicles, and generally dispersed throughout the facilities. The containers were not consistently sealed leading to urine and bodily fluids leaking into the workspace. Claimant describes numerous instances of improperly closed containers leading to spills, including containers being left on the ground and inadvertently crushed by the wheel of a vehicle, leading to a mess of human waste in the workplace. There is an unsanitary, unhealthful, and unsafe mess left as a result of Employer's failure to provide bathrooms. Employer is liable both for the failure to provide bathrooms, and for the resulting unhealthful work environment.

Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Cal. Labor Code §6401 provides that "every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Pursuant to Cal. Labor Code §6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful, and §6401.7 requires employers to implement injury prevention programs. §6406 requires employers to do everything reasonably necessary to protect the life, safety, and health of employees.

Legally Compliant Bathrooms

It is well established that employers are required to provide clean and sanitary bathrooms to employees, free of effluvia, which would include urine and other bodily fluids. These same

standards apply to areas in the workplace outside the bathroom. They must be free of effluvia, urine, and other bodily fluids and waste.

California Labor Code §2350 requires “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Employer violated §2350 by failing to provide bathrooms for employees necessitating that they relieve themselves in containers not meant for the purpose, including water bottles and gallon jugs.

Employer further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years.” Labor Code §6712 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance.” Moreover, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps to provide a safe and secure workplace. Unfortunately, Employer failed to meet minimum standards for bathrooms. When employees took matters into their own hands and began to relieve themselves in containers, Employer failed to provide proper mechanism for disposing of the urine-filled containers leading to unsanitary, unsafe, and unhealthful work conditions.

As a result of these violations, Employer has violated the California Labor Code provisions enumerated above and is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Respectfully submitted,


Nazo Koulloukian, Esq.
Attorneys for Claimant

EXHIBIT B



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

February 29, 2024

SECOND NOTICE

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via E-filing:

Division of Occupational Safety and Health
1515 Clay Street, Suite 1901
Oakland, CA 94612

Via Certified U.S. Mail:

UNITED PARCEL SERVICE, INC.
55 GLENLAKE PARKWAY NE
ATLANTA, GA 30328

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Tammie Barnett
Employer: United Parcel Service, Inc.
LWDA No.: LWDA-CM-995700-23

Dear Sir or Madam:

Following Claimant Tammie Barnett's November 21, 2023 notice, this notice is the second notice that is being sent to the California Labor & Workforce Agency and the Division of Occupational Safety and Health pursuant to Lab. Code § 2699.3(b).

Claimant Tammie Barnett has retained Nazo Koulloukian, Esq. of the Koul Law Firm and Sahag Majarian, II, and Garen Majarian of Majarian Law Group, APC, to represent her, and all other aggrieved employees, for claims relating to unlawful and unsafe work conditions against her employer United Parcel Service, Inc. ("UPS").

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*, on behalf of aggrieved employees and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Provide a Place Of Employment That Is Safe And Healthful

(Cal. Labor Code §§2260, 2350, 6300, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406, 6407, 6409, 6712, 2699 *et seq.*, 8 CCR 3202, 3457)

Employer failed to provide suitable bathroom facilities to employees working in the field, primarily as drivers. As a result, many employees working in the field as drivers relieved themselves in water bottles, gallon jugs, and other items that are unsanitary replacements for required bathrooms. They lacked handwashing facilities to clean their hands after such acts. When employees, like delivery drivers, returned to Employer's facility, they were not provided with any suitable place to dispose of the urine and other unsanitary bathroom related items. As a result, trash cans at Employer's facilities overflowed with urine-filled water bottles and other containers. These containers were also left on the ground, on shelves, in vehicles, and generally dispersed throughout the facilities. The containers were not consistently sealed leading to urine and bodily fluids leaking into the workspace. Claimant describes numerous instances of improperly closed containers leading to spills, including containers being left on the ground and inadvertently crushed by the wheel of a vehicle, leading to a mess of human waste in the workplace. There is an unsanitary, unhealthful, and unsafe mess left as a result of Employer's failure to provide bathrooms. Employer is liable both for the failure to provide bathrooms, and for the resulting unhealthful work environment.

Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Cal. Labor Code §6401 provides that "every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Pursuant to Cal. Labor Code §6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful, and §6401.7 requires employers to implement injury prevention programs. §6406 requires employers to do everything reasonably necessary to protect the life, safety, and health of employees.

Legally Compliant Bathrooms

It is well established that employers are required to provide clean and sanitary bathrooms to employees, free of effluvia, which would include urine and other bodily fluids. These same

standards apply to areas in the workplace outside the bathroom. They must be free of effluvia, urine, and other bodily fluids and waste.

California Labor Code §2350 requires “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Employer violated §2350 by failing to provide bathrooms for employees necessitating that they relieve themselves in containers not meant for the purpose, including water bottles and gallon jugs.

Employer further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities. Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years.” Labor Code §6712 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance.” Moreover, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps to provide a safe and secure workplace. Unfortunately, Employer failed to meet minimum standards for bathrooms. When employees took matters into their own hands and began to relieve themselves in containers, Employer failed to provide proper mechanism for disposing of the urine-filled containers leading to unsanitary, unsafe, and unhealthful work conditions.

As a result of these violations, Employer has violated the California Labor Code provisions enumerated above and is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Respectfully submitted,


Nazo Koulloukian, Esq.
Attorneys for Claimant

EXHIBIT C



Nazo@Koullaw.com

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F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

September 10, 2024

CURE DISPUTE NOTICE

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via E-filing:

Division of Occupational Safety and Health
1515 Clay Street, Suite 1901
Oakland, CA 94612

Via Certified U.S. Mail:

UNITED PARCEL SERVICE, INC.
55 GLENLAKE PARKWAY NE
ATLANTA, GA 30328

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Tammie Barnett
Employer: United Parcel Service, Inc.
LWDA No.: LWDA-CM-995700-23

Dear Sir or Madam:

Claimant Tammie Barnett disputes that Employer United Parcel Service, Inc.'s (UPS) March 29, 2024, letter constitutes a cure or notice of cure.

The letter failed to meet the requirements of a cure defined in Labor Code §2699(d) which requires the employer abate each violation alleged in the aggrieved employee's notice, be in compliance with the Labor Code provisions specified in that notice, and make the employee(s) whole. In this instance, UPS merely denied the existence of violations and took no steps to make Claimant, or any aggrieved employee, whole. As confirmed in Claimant's attached declaration, the violations continue to take place, and UPS has made no effort to make her "whole."

Pursuant to Claimant's first and second Notice letters, Claimant and aggrieved employees can only be made whole by payment of required PAGA penalties for each violation. (Cal Lab. Code §2699.) Aside from denying the existence of Claimant's allegations, and stating their current policies which remain unchanged and cannot constitute a cure, UPS makes no reference to any attempt to make Claimant or any other aggrieved employee whole. Indeed, as evidenced by her

enclosed Declaration, Claimant has returned to work, the violations continue to occur, and she has not received any penalty payments or otherwise been made whole. Accordingly, following Claimant's second letter on February 29, 2024, Claimant has exhausted administrative remedies and has the right to bring an action in civil court pursuant to 2699.3(c)(1)(D).

UPS may argue that its March 29, 2024, denial letter constitutes a cure. While disagreeing that the correspondence meets the requirements of a cure letter, in an abundance of caution, Claimant submits her attached declaration disputing any alleged cure has taken place as the unlawful violations alleged in Claimant's letters persist. Claimant incorporates by reference her declaration, attached as Exhibit A, into this letter.

While Claimant disputes that the requirements of Labor Code §2699.3(c)(2)(A) have been satisfied, and disputes that this response is required pursuant to Labor Code §2699.3(c)(2)(B), Claimant also notes that §2699.3(c)(2)(B) does not set forth any deadline within which a Claimant must file a dispute under that section. Accordingly, to the extent a dispute is required, Claimant's dispute is timely. §2699.3(c)(2)(A) states that "[w]ithin 17 calendar days of the receipt of that notice, the agency shall review the actions taken by the employer to cure the alleged violation, and provide written notice of its decision by certified mail to the aggrieved employee and the employer. The agency may grant the employer three additional business days to cure the alleged violation. If the agency determines that the alleged violation has not been cured or if the agency fails to provide timely or any notification, the employee may proceed with the civil action pursuant to Section 2699." Claimant is a current employee and has experienced no less than four violations since July 8, 2024.

UPS has failed to acknowledge the existence of the endemic, widespread violation of maintaining a facility with human urine biowaste bottles unlawfully scattered about the facility and disposed of in standard trash cans. In denying that violations exist and stating its practices, UPS has failed to "cure" this persistent pattern of violations, has provided no evidence that it investigated the extent of its liability to employees for penalties associated with the violations, and has failed to make any employees whole. As set forth in the attached Declaration, Claimant and other aggrieved employees continue to suffer from this violation.

As a result of these violations, Employer has violated the California Labor Code provisions enumerated in Claimant's first and second Notice letters and is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Respectfully submitted,


Nazo Koulloukian, Esq.
Attorneys for Claimant

EXHIBIT A

DECLARATION OF TAMMIE BARNETT

1. I am over 18 years of age and have personal knowledge of the facts described in this declaration. If called as a witness, I could and would testify competently to these facts.

2. I am a current employee of United Parcel Service, Inc. ("UPS").

3. On July 8, 2024, I returned to work following an approved leave of absence for a work-related injury.

4. I have been an employee of UPS for over 10 years. I have worked as a Porter for the entire duration of my employment.

5. My regular shift is from 5:00 am to 1:30 pm five days per week.

6. Since my return to work on July 8, 2024, I have personally seen no less than four bottles or containers filled with urine in the facility outside trucks on the ground in the 100 and 200 lines. One of the containers was a Starbucks cup with the name of the individual who likely filled it with urine written on it. I notified the driver's manager about this container and he went to his office, got gloves, and removed the bottle. Although I did not see him dispose of the bottle, I am aware that there are no special receptacles devoted to hazardous biowaste or urine.

7. Since my return to UPS, my coworkers have mentioned to me that they are still finding bottles and containers of urine throughout the facility and in the vehicles. Sometimes these bottles are inside trash cans, but the trash cans are located inside and do not have lids. Often times they are in vehicles or on the ground.

a. I was told by an individual who cleans UPS vehicles that some employees still leave urine bottles inside the vehicles. He advised that when he finds the bottles he places the bottles in the indoor, uncovered standard trash cans. I understand that UPS alleges that they use professionals trained in hazmat and hazmat bags, but I have never seen this to be the case in my 10 years on the job.

b. In mid-August, 2024, I was approached by a driver who I previously never spoke to. As I recall, this individual stated, "Congratulations on getting a lawsuit filed

about these piss bottles because I'm sick of it." He described still finding bottles inside trucks and elsewhere and said he was glad someone finally had the "balls" to do something.

8. On September 4, 2024, at 11:12 am, I found a bottle of urine and took a photo of it. A true and correct copy of the photo I took is attached hereto as exhibit 1. This bottle was found inside the facility under box line 217.

9. The very next day, on September 5, 2024, I found another bottle in approximately the same location.

10. In my personal experience, bottles are cleaned up by cleaning personnel and not dedicated responders trained in hazmat cleanup, and the bottles are not discarded in hazmat bags or sealed. They are placed in uncovered, open standard trash cans. These trash cans are lined with standard trash bags. The bags are usually a white-ish plastic bag which are generally see through to an extent. As a Porter it is my job to empty the trash containers in my area. They are consistently full of urine bottles, and I know this because I can see the bottles on top, and also when I take the bag out of the trash can, the bottles inside and at the bottom of the bag are visible because the bags are a light white to transparent color and the bottles inside are visible.

11. There have been occasions when I have been unable to pull the full trash bag out of the trash container because it is filled with so much heavy fluid that I needed assistance from a coworker.

12. I have witnessed managers throwing bottles in the trash can. I have never seen bottles in a hazmat bag and to my knowledge there are no hazmat bags available for urine.

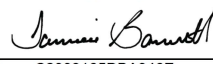
13. I have had numerous conversations with individuals who work in the hazmat department, and they consistently say it is not their job to deal with employee urine bottles. I was advised by a hazmat responder that they don't deal with urine bottles because urine is biowaste and would require a separate container and vendor pick up, which UPS does not have at my location. This hazmat responder advised that it was not their job and they were not trained in how to deal with

1 biowaste from employees. The hazmat employees deal with hazardous materials that may come
2 out of packages.

3 14. I never received any payment for any PAGA penalties or otherwise made whole concerning
4 or associated with my claims described in my prior PAGA Notice letters.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct.

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8 Executed on September 10, 2024, at Los Angeles, California.

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