

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

LORI CHAVEZ-DeREMÉR)	
Secretary of Labor,)	
United States Department of Labor,)	Civil Action No. 1 25-cv-00502
)	
Plaintiff,)	
)	
v.)	
)	
UNITED STATES POSTAL SERVICE,)	
)	
)	
Defendant.)	

FIRST AMENDED COMPLAINT

Plaintiff, Lori Chavez-DeRemer, Secretary of Labor, United States Department of Labor (“Plaintiff” or “DOL”), brings this action to enjoin Defendant, the United States Postal Service (“Defendant” or “USPS”), from violating the provisions of Section 11(c) of the Occupational Safety and Health Act of 1970 (the “Act”), 29 U.S.C. §§ 651-678, and for all other appropriate relief, including the payment of back wages and other benefits found due to an employee of Defendant by reason of Defendant’s actions in violation of the Act.

I.

Jurisdiction of this action is conferred upon the Court by Section 11(c) of the Act, 29 U.S.C. § 660(c)(2), and by 28 U.S.C. §§ 1331 and 1345.

II.

Defendant USPS is, and at all times hereinafter mentioned was, an independent agency of the executive branch of the federal government created by the Postal Reorganization Act of 1970 and began operations on July 1, 1971. Defendant USPS operates and does business at its Caldwell Texas facility located at 201 N. Main St., Caldwell, TX 77836. Defendant USPS’

registered agent for service of process is CT Corporation, 1999 Bryan Street, Suite 900, Dallas, TX 75201.

Venue is proper in this district as a substantial part of the events or omissions giving rise to the claim occurred in Caldwell, Texas located in Burleson County, which is within the jurisdiction of the Court.

III.

At all relevant times mentioned hereafter, [REDACTED] (“Complainant” [REDACTED]) was employed by Defendant USPS and, thus, was employed by an employer as defined by Sections 3(5) and 3(6) of the Act, 29 U.S.C. §§ 652(5) and (6).

IV.

On or about March 15, 2024, [REDACTED] filed a timely retaliation complaint with the DOL’s Occupational Safety and Health Administration (“OSHA”) alleging that Defendant discriminated against her in violation of Section 11(c)(1) of the Act, 29 U.S.C. § 660(c)(1). OSHA investigated this complaint in accordance with Section 11(c)(2) and determined that Defendant violated Section 11(c) of the Act.

V.

Complainant began her employment with USPS as a City Carrier Assistant (“CCA”) effective November 18, 2023. [REDACTED] regular duties included performing daily delivery of mail products and services on assigned routes in Caldwell, Texas. [REDACTED] immediate supervisor was Ryan Becka (“Becka”). Becka’s supervisor is the Caldwell Postmaster, Sherry Bridges (“Bridges”). [REDACTED] performance as a CCA was good and she never received any form of discipline from USPS prior to her report of an injury and her subsequent termination in February 2024.

On Saturday, February 17, 2024, [REDACTED] sustained a broken finger on her left hand when she fell while performing mail deliveries on her assigned route at 1602 W. 7th Street, Caldwell, TX 77836. [REDACTED] called her supervisor, Ryan Becka, to report the injury and her condition. Becka told [REDACTED] to “sit tight” for a few minutes and that he would call her back. Becka did not immediately call [REDACTED] back.

After approximately ten minutes, [REDACTED] called Becka again. Becka then instructed [REDACTED] that she could not go to the hospital for treatment in her USPS vehicle and instead, she needed to return to the post office to complete paperwork. Becka also then advised [REDACTED] that she needed to take her own car to obtain medical treatment.

[REDACTED] returned to the Post Office as directed by Becka to complete the necessary paperwork. She then went to see a doctor who verified that she had broken her a finger on her left hand, as she had reported to Becka. In spite of knowing [REDACTED] had sustained a broken finger, Becka directed her to work over the weekend performing Amazon deliveries, including package deliveries on Sunday, February 18, 2024, and again on Monday, February 19, 2024, a federal holiday commemorating President’s Day.

The next day, February 20, 2024, on [REDACTED] regularly scheduled day off, [REDACTED] spoke with Becka who directed her to come to the Post Office to discuss with him plans for going forward regarding her injury. [REDACTED] told Becka that she had a follow-up doctor’s appointment on Wednesday, February 21, 2024, and would come in after that. Becka also told [REDACTED] that she needed to come in to complete additional paperwork relating to filing a workers compensation claim in order to obtain additional medical attention.

On Thursday, February 22, 2024, [REDACTED] went to the Post Office as directed where Becka told her he did not have time to visit with her that day because he had other things to do. He also

told [REDACTED] that he could not have her performing her regular mail deliveries and that he would find something else for her to do. Becka asked her to return the following day.

On Friday, February 23, 2024, [REDACTED] returned to speak with Becka and waited several hours. However, Becka gave [REDACTED] at least four different excuses as to why he could not meet with her; he was too busy, the systems were down, and other excuses. Becka eventually told [REDACTED] to return the next day.

As directed, on Saturday, February 24, 2024, [REDACTED] returned to speak with Becka about her work and obtaining workers' compensation paperwork. However, Becka told [REDACTED] he was sorry, "but I'm running a route" and could not visit that day. He then said he would speak with her on Monday, February 26, 2024.

[REDACTED] texted Becka that she was unable to meet with him on February 26, 2024, although Becka did not respond to [REDACTED] text. On February 27, 2024, and yet again on February 28, 2024, [REDACTED] attempted to reach Becka via text, but Becka refused or failed to reply to any of her messages over the course of these days.

On February 27, 2024, [REDACTED] received via certified mail, a letter of termination from Sherry Bridges, Postmaster of the Caldwell Post Office, dated February 22, 2024. The correspondence from USPS indicated that because [REDACTED] was subject to a probationary period of 90 days as a condition of her employment, and because a review of her record indicated her "performance has been less than acceptable," it was decided to separate [REDACTED] from her position as a CCA.

Following receipt of the termination letter, [REDACTED] tried again, several times, to reach Becka via text messages and phone calls. Finally, on March 5, 2024, [REDACTED] was able to speak with Becka about receiving her letter of termination and asked him questions regarding why

this had all happened. Becka told [REDACTED] that she was fired for having a work-related injury.

VI.

Defendant's discriminatory actions include: delaying [REDACTED] from obtaining immediate medical attention; requiring [REDACTED] to work two shifts with a broken finger; requiring [REDACTED] to come to the office off-the-clock to speak to her supervisor who stood her up at least three times; failing to provide [REDACTED] with the proper workers compensation forms, again causing her delays in obtaining further medical treatment; and termination of her employment five days after she reported her broken finger to management (and after 90 days into her employment, i.e. after the expiration of her probationary period). As a result, [REDACTED] incurred damages, which include lost salary, benefits and compensation, and other monetary and non-monetary losses.

VII.

By the actions described in Paragraphs V and VI above, Defendant discriminated against, and continues to discriminate against, Complainant [REDACTED] because she exercised rights under or related to the Act, and thus, Defendant engaged in conduct in violation of Section 11(c)(1) of the Act, 29 U.S.C. § 660(c)(1).

WHEREFORE, Plaintiff prays for judgment:

A. Permanently enjoining and restraining Defendant, its officers, agents, servants, employees and those persons in active concert or participation with them, from violating the provisions of Section 11(c)(1) of the Act;

B. Ordering Defendant to make [REDACTED] whole by: 1) reimbursing her for lost wages and other lost benefits that resulted from the termination of [REDACTED] employment, with interest thereon from the date due until paid; 2) providing her with front pay in an amount to be determined at trial; and 3) expunging from all personnel and company records references to

the circumstances giving rise to [REDACTED] unlawful adverse action;

C. Ordering Defendant to make [REDACTED] whole by providing compensation to reimburse her for any costs, expenses and/or other pecuniary losses she incurred as a result of Defendant's discriminatory actions;

D. Ordering Defendant to make [REDACTED] whole by providing compensation for non-pecuniary losses she incurred, including emotional pain and suffering and damage to her professional and personal reputation;

E. Ordering Defendant to pay additional compensation to [REDACTED] as exemplary or punitive damages in an amount to be determined at trial;

F. Ordering Defendant to post in a prominent place for a period of 60 consecutive days a notice stating it will not in any manner discriminate against any employee for engaging in activities protected by Section 11(c) of the Act; and

G. Ordering such other and further relief as may be necessary or appropriate, and for the costs of this action.

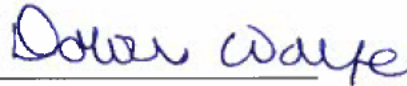
Respectfully submitted,

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