

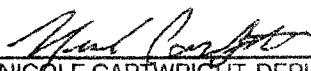
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 07 2021

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BY 
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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MATTHEW CORREA, as an individual
and on behalf of all others similarly situated,
and as a private attorney general,

Plaintiff,

vs.

FEDEX SUPPLY CHAIN, INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. CIVDS2023369

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) Unpaid Sick Pay Wages
(Lab. Code §§ 201-204, 233, 246)
- (2) Meal Period Violations
(Lab. Code §§ 226.7, 512)
- (3) Inaccurate Itemized Wage Statements
(Lab. Code § 226)
- (4) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and
- (5) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)

DEMAND OVER \$25,000.00

1 On behalf of himself and other similarly situated current and former employees of
2 Defendants, and as a proxy for the State of California, Plaintiff, Matthew Correa, submits this
3 First Amended Class and Representative Action Complaint (the “Complaint”) against Defendant,
4 FedEx Supply Chain, Inc., and Does 1 through 50 (collectively, “Defendants”).

5 INTRODUCTION

6 1. This class and representative action challenges systemic illegal employment
7 practices resulting in violations of the California Labor Code against individuals who worked for
8 Defendants. The Complaint seeks penalties, damages, and other relief pursuant to, among other
9 provisions, Labor Code sections 201-204, 210, 218, 218.5, 218.6, 226, 226.7, 233, 246, 248.5,
10 512, and 2698 et seq., and the Unfair Competition Law, codified at Business and Professions
11 Code sections 17200 et seq. (the “UCL”).¹

12 2. Plaintiff is informed and believes that Defendants have jointly and severally acted
13 intentionally and with deliberate indifference and conscious disregard to the rights of employees
14 by failing to pay sick pay wages at the regular rate of pay and by failing to pay premium wages
15 for missed rest periods and meal periods at the regular rate of compensation. Specifically,
16 Plaintiff and other non-exempt employees regularly earn non-discretionary incentives, shift
17 differentials, or premium payments that increase their regular rate. Defendants, however, do not
18 consider such earnings for purposes of paying either sick pay wages or premium wages for
19 missed rest periods and meal periods to Plaintiff and other non-exempt employees. Instead,
20 Defendants pay sick pay wages and premium wages for missed rest periods and meal periods at
21 employees’ base rate of pay. As a result of the above practices, Defendants routinely underpay
22 Plaintiff and other non-exempt employees sick pay wages and premium wages for missed rest
23 periods and meal periods, which are neither timely paid during employment nor timely paid upon
24 termination of employment. Similarly, Defendants routinely fail to provide itemized wage
25 statements that show accurate hourly rates of pay, gross wages earned, and net wages earned.

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¹ Except as otherwise noted, all “Section” references are to the Labor Code.

3. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

4. The policies, practices, and customs of Defendants resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the Labor Code.

JURISDICTION AND VENUE

5. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of Defendants’ violations of Sections 201-204, 226, 226.7, 246, and 512, and of the Unfair Competition Law, codified at Business and Professions Code sections 17200 *et seq.* (the “UCL”).

6. Venue is proper in the County of San Bernardino. Plaintiff worked for Defendants in Ontario, California.

PARTIES

7. Plaintiff began working for Defendants in or about December of 2019 and worked in California for Defendants for 30 or more days within a year. Until his employment as a forklift driver ended in or about October of 2020, Plaintiff was paid on an hourly basis as a non-exempt employee. Plaintiff regularly earned non-discretionary incentives, shift differentials, or premium payments that increased his regular rate. Such earnings were not considered for purposes of paying either sick pay wages or premium wages for missed rest periods and meal periods to Plaintiff, who was instead paid sick pay wages and premium wages for missed rest periods and meal periods at his base rate of pay. Plaintiff thus is a victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by the Labor Code and the UCL.

8. Plaintiff is informed and believes that Defendant, FedEx Supply Chain, Inc., was and is a Delaware corporation. Plaintiff is informed and believes that at all times herein mentioned named defendants and Does 1 through 50, were and are corporations, business entities, individuals, or partnerships that are and were licensed to do business and actually doing

business in the State of California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to Sections 201-204, 226, 226.7, 246, and 512, and the UCL.

9. Plaintiff does not know the true names or capacities of the defendants sued herein as Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused the illegal employment practices, wrongs, and injuries complained of herein.

10. At all times herein mentioned, each of said Defendants participated in the doing of the acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of the other Defendants, as well as the agents of all Defendants, and were acting within the course and scope of said agency and employment.

11. Plaintiff is informed and believes that at all times material hereto, each of said Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with, each of the other Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or omissions of the acting Defendants.

12. Plaintiff is informed and believes that at all times material hereto each of the Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

CLASS ACTION ALLEGATIONS

13. **Definition:** Pursuant to Code of Civil Procedure section 382. Plaintiff seeks class certification of (i) all current and former non-exempt employees of Defendants in the State of California since May 2, 2016, who were paid sick pay wages in workweeks in which they earned non-discretionary incentives, shift differentials, or premium payments that increased their regular

1 rate (the “Sick Pay Class”), (ii) all current and former non-exempt employees of Defendants in
2 the State of California since August 14, 2018, who were paid sick pay wages in workweeks in
3 which they earned non-discretionary incentives, shift differentials, or premium payments that
4 increased their regular rate (the “Sick Pay Sub-Class”), and (iii) all current and former non-
5 exempt employees of Defendants in the State of California since August 14, 2018, who were
6 paid premium wages for missed rest periods and meal periods in workweeks in which they
7 earned non-discretionary incentives, shift differentials, or premium payments that increased their
8 regular rate (the “Premium Wage Class”). The Sick Pay Class, Sick Pay Sub-Class, and Premium
9 Wage Class are collectively referred to as the “Class.”

10 14. **Numerosity and Ascertainability:** The members of the Class are so numerous
11 that joinder of all members would be impractical, if not impossible. The identities of the
12 members of the Class are readily ascertainable by review of Defendants’ records, including
13 payroll records. Defendants violated Sections 201-204, 226, 226.7, 246, and 512 against Plaintiff
14 and other non-exempt employees who were paid sick pay wages or premium wages for missed
15 rest periods and meal periods in workweeks in which they earned non-discretionary incentives,
16 shift differentials, or premium payments that increased their regular rate.

17 15. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
18 steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s
19 attorneys are ready, willing, and able to fully and adequately represent Plaintiff and the Class.
20 Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and
21 continue to litigate numerous wage-and-hour class actions currently pending in California state
22 and federal courts.

23 16. **Common Question of Law and Fact:** There are predominant common questions
24 of law and fact and a community of interest amongst the claims of Plaintiff and of the Class.
25 Plaintiff is informed and believes that Defendants uniformly administer a corporate policy and
26 practice of failing to pay sick pay wages at the regular rate of pay and by failing to pay premium
27 wages for missed rest periods and meal periods at the regular rate of compensation.

1 17. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
2 Class in that Plaintiff suffered the alleged harms in a similar and typical manner as other
3 members of the Class suffered. As with other members of the Class, Plaintiff was paid on an
4 hourly basis and regularly earned non-discretionary incentives, shift differentials, or premium
5 payments that increased his regular rate but were not considered for purposes of paying either
6 sick pay wages or premium wages for missed rest periods and meal periods to Plaintiff, who was
7 instead paid sick pay wages and premium wages for missed rest periods and meal periods at his
8 base rate of pay. Plaintiff thus is a member of the Class and has suffered the alleged violations of
9 the Labor Code.

10 18. The Labor Code is broadly remedial in nature. Its laws serve an important public
11 interest in establishing minimum working conditions and requirements in California. These labor
12 standards protect employees from onerous terms and conditions of employment or exploitation
13 by employers who have superior economic and bargaining power.

14 19. The nature of this action and the format of laws available to Plaintiff and
15 members of the Class make the class action format a particularly efficient and appropriate
16 procedure to redress the wrongs alleged herein. If each employee were required to file an
17 individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
18 advantage since they would be able to exploit and overwhelm the limited resources of each
19 individual plaintiff with their vastly superior financial and legal resources. Requiring each
20 member of the Class to pursue an individual remedy would also discourage the assertion of
21 lawful claims by employees who would be disinclined to file an action against their former or
22 current employer for real and justifiable fear of retaliation and permanent damage to their careers
23 at their current or subsequent employment.

24 20. The prosecution of separate actions by individual members of the Class, even if
25 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
26 to individual members of the Class that would establish potentially incompatible standards of
27 conduct for Defendants, or (b) adjudications with respect to individual members of the Class that
28 would, as a practical matter, be dispositive of, or substantially impair or impede the ability to

1 protect, the interests of other members of the Class not parties to the adjudications. Further, the
2 claims of the individual members of the Class are not sufficiently large to warrant vigorous
3 individual prosecution considering the concomitant costs and expenses.

4 21. Defendants' pattern, practice, and uniform administration of corporate policy in
5 violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern
6 will establish the rights of Plaintiff and the Class to recover underpaid sick pay wages and
7 premium wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and
8 costs of suit, pursuant to 203, 210, 218, 218.5, 226, 226.7, 248.5, and 512, applicable IWC Wage
9 Orders, the UCL, and Code of Civil Procedure section 1021.5.

10 22. This action is brought for the benefit of the Class, which is commonly entitled to a
11 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The
12 Class is commonly entitled to restitution of those funds being improperly withheld by Defendant.

13 **FIRST CAUSE OF ACTION**

14 **Unpaid Sick Pay Wages (Lab. Code §§ 201-204, 210, 233, 246)**

15 **(By Plaintiff, the Sick Pay Class, and the Sick Pay Sub-Class Against All Defendants)**

16 23. The preceding paragraphs are re-alleged and incorporated by this reference.

17 24. Section 233 provides that an employer must permit an employee to use accrued
18 sick leave in accordance with Section 246.5 at the employee's then current rate of entitlement.
19 Section 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave
20 pursuant to Section 246.5. Specifically, once accrued sick leave is used as paid sick time, an
21 employee has a vested right to sick pay wages, which an employer must calculate and
22 compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall
23 be calculated in the same manner as the regular rate of pay for the workweek in which the
24 employee uses paid sick time, whether or not the employee actually works overtime in that
25 workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the
26 employee's total wages, not including overtime premium pay, by the employee's total hours
27 worked in the full pay periods of the prior 90 days of employment." Under Sections 218 and 233,
28 employees may sue to recover underpaid sick pay wages as damages.

1 25. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and
2 the Sick Pay Class at the incorrect rate of pay. Plaintiff and the Sick Pay Class regularly use
3 accrued sick leave in workweeks in which they also earn non-discretionary incentives, shift
4 differentials, or premium payments. As a matter of policy and practice, Defendants pay sick pay
5 wages to Plaintiff and the Sick Pay Class at the base hourly rate of pay, as opposed to the regular
6 rate of pay, which would consider all non-discretionary incentives, shift differentials, or
7 premium payments, or the rate resulting from dividing the employees' total wages, not including
8 overtime premium pay, by the employees' total hours worked in the full pay periods of the prior
9 90 days of employment. As a result, Defendants underpay sick pay wages to Plaintiff and the
10 Sick Pay Class.

11 26. Moreover, Section 204 provides that wages are generally due and payable twice
12 during each calendar month and are to be paid no later than payday for the next regular payroll
13 period. Consistent with Section 204, Section 246 specifically requires that, upon use of accrued
14 sick leave, vested sick pay wages are due and to be paid no later than the payday for the next
15 regular payroll period after accrued sick leave is used as paid sick time. Similarly, Section 201
16 provides if an employer discharges an employee, wages earned and unpaid at the time of
17 discharge are due and payable immediately. Section 202 provides that an employee is entitled to
18 receive all unpaid wages no later than 72 hours after an employee quits his or her employment,
19 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
20 quit, in which case the employee is entitled to his or her wages at the time of quitting. The Labor
21 Code penalizes untimely payments. For example, Section 203 provides that if an employer
22 willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the
23 employee shall continue as a penalty from the due date, and at the same rate until paid, but the
24 wages shall not continue for more than thirty (30) days. Likewise, Section 210 provides penalties
25 for violations of Section 204 and untimely payments during employment. Under Sections 203,
26 210, and 218, employees may sue to recover applicable penalties.

27 27. As alleged herein and as a matter of policy and practice, Defendants routinely
28 underpay sick pay wages and thus do not timely pay Plaintiff and the Sick Pay Class all owing

1 and underpaid sick pay wages. As a result, Defendants violate Sections 201-204, 210, 233, and
2 246, and other Labor Code sections. Plaintiff is informed and believes that Defendants were
3 advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code
4 as it relates to Plaintiff's allegations, especially since the California Supreme Court has explained
5 that "[c]ourts have recognized that 'wages' also include those benefits to which an employee is
6 entitled as a part of his or her compensation, including money, room, board, clothing, vacation
7 pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)
8 (emphasis added). Because Defendants willfully fail to timely pay Plaintiff and the Sick Pay
9 Class all sick pay wages due, Defendants are subject to applicable penalties.

10 28. Such a pattern, practice, and uniform administration of corporate policy is
11 unlawful and entitles Plaintiff and the Sick Pay Class to recover underpaid wages, including
12 interest thereon, applicable penalties, attorneys' fees, and costs of suit.

13 SECOND CAUSE OF ACTION

14 Violation of Labor Code §§ 226.7, 512

15 (By Plaintiff and the Premium Wage Class Against All Defendants)

16 29. The preceding paragraphs are re-alleged and incorporated by this reference.

17 30. Because Plaintiff and the Premium Wage Class were non-exempt employees,
18 Defendants were required to comply with Sections 226.7 and 512, and the applicable IWC Wage
19 Order. The applicable laws generally require an employer to provide a duty-free, 10-minute rest
20 period for every four hours worked, or major fraction thereof, and generally prohibit
21 employment of an individual for a work period of more than five hours per day without
22 providing the employee with an uninterrupted, duty-free meal period of at least 30 minutes.
23 Section 226.7(b) provides that an employer shall not require an employee to work during a rest
24 period or meal period. Section 226.7(c) states that "the employer shall pay the employee one
25 additional hour of pay at the employee's regular rate of compensation for each workday that the
26 meal or rest or recovery period is not provided."

27 31. As a matter of policy and practice on shifts of at least 3.5 hours of work,
28 Defendants fail to permit off-duty rest periods to Plaintiff and the Premium Wage Class. As a

1 matter of policy and practice on shifts exceeding five hours of work, Defendants fail to provide
2 Plaintiffs and the Premium Wage Class with a duty-free 30-minute meal period within the first five
3 hours of work. As a matter of policy and practice, Defendants also fail to pay an additional hour
4 of pay for each rest period or meal period missed by Plaintiff and the Premium Wage Class at the
5 regular rate. Defendants thus violate Section 226.7 and the applicable IWC Wage Order. As
6 such, Plaintiff and the Premium Wage Class are owed rest period and meal period premium pay.

7 32. Moreover, based on Defendants' failure to pay rest period and meal period
8 premium pay to Plaintiff and the Premium Wage Class at the regular rate and as a matter of
9 policy and practice, Defendants failed to timely pay Plaintiff and the Premium Wage Class all
10 due wages or timely pay all due wages upon separation of employment. On information and
11 belief, Defendants were advised by skilled lawyers and knew, or should have known, of the
12 mandates of the Labor Code as it relates to Plaintiff's allegations. Defendants thus violated
13 Sections 201-204 by not timely paying all due wages and not timely paying all due wages upon
14 the separation of employment.

15 33. Such a pattern, practice, and uniform administration of corporate policy is
16 unlawful and entitles Plaintiff and the Premium Wage Class to recover damages, including
17 unpaid wages and rest period and meal period premium pay, and interest thereon, applicable
18 penalties, including waiting time penalties, attorneys' fees, and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

21 **(By Plaintiff and the Class Against All Defendants)**

22 34. The preceding paragraphs are re-alleged and incorporated by this reference.

23 35. Section 226(a) requires an employer to furnish to its employees itemized wage
24 statements that show accurate information, including without limitation, all applicable hourly
25 rates in effect during the pay period, gross wages earned, and net wages earned.

26 36. As a matter of policy and practice, whenever Plaintiff and the Class are paid sick
27 pay wages or premium wages for missed rest periods and meal periods, Defendants fail to
28 provide accurate itemized wage statements in violation of Section 226(a). As alleged herein,

Defendants routinely underpay sick pay wages and premium wages for missed rest periods and meal periods to Plaintiff and the Class. As a result, and as a matter of policy and practice, Plaintiff and the Class are not provided with wage statements listing accurate hourly rates in effect during the pay period for sick pay wages or premium wages for missed rest periods and meal periods, gross wages earned, or net wages earned.

37. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Class to recover applicable penalties, attorneys' fees, and costs of suit.

FOURTH CAUSE OF ACTION

Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)

(By Plaintiff and the Class Against All Defendants)

38. The preceding paragraphs are re-alleged and incorporated by this reference.

39. Plaintiff is informed and believes that at Defendants have engaged and continue to engage in unfair and unlawful business practices in California by utilizing the employment policies and practices alleged herein, including the failures to pay sick pay wages at the regular rate of pay or pay or premium wages for missed rest periods and meal periods at the regular rate of compensation. As discussed above, Defendants' underpayments of sick pay wages and premium wages violate the Labor Code.

40. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have deprived Plaintiff and the Class the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

41. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Violation of Labor Code §§ 2698 Et Seq.**

3 **(By Plaintiff and Aggrieved Employees Against All Defendants)**

4 42. The preceding paragraphs are re-alleged and incorporated by this reference.

5 43. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code
6 §§ 2698 *et seq.* (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of
7 California. In this capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201-
8 204, 226, 226.7, 246, and 512 committed since May 2, 2019, against all aggrieved employees.
9 Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the alleged
10 violations was committed against Plaintiff as an employee of Defendants.

11 44. As stated herein, Defendants fail to pay sick pay wages at the regular rate of pay
12 and fail to pay premium wages for missed rest periods and meal periods at the regular rate of
13 compensation to Plaintiff and other aggrieved employees. As a result, Defendants underpay sick
14 pay wages and premium wages for missed rest periods and meal periods, which are neither
15 timely paid during employment nor timely paid upon termination of employment. As an
16 additional result, Defendants fail to provide itemized wage statements that show accurate hourly
17 rates of pay, gross wages earned, and net wages earned.

18 45. On or about October 21, 2020, Plaintiff sent written notice to the Labor &
19 Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’
20 violations of Sections 201-204, 226, 226.7, 246, and 512. Plaintiff simultaneously sent written
21 notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA
22 has neither responded nor indicated that it intends to investigate the allegations in the written
23 notice.

24 46. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all
25 applicable penalties for Defendants’ violations of Sections 201-204, 226, 226.7, 246, and 512
26 against all aggrieved employees for the period described above.
27
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed Class;
- 5 2. For an order appointing Plaintiff as the representative of the Class;
- 6 3. For an order appointing Counsel for Plaintiff as Class Counsel;
- 7 4. Upon the First Cause of Action for damages, including unpaid sick pay wages and
8 interest thereon, and penalties pursuant to Sections 203, 210, 218, and 248.5, and for costs and
9 attorneys' fees;
- 10 5. Upon the Second Cause of Action for damages, including unpaid premium wages
11 for missed rest periods and meal periods and interest thereon, and penalties pursuant to Sections
12 203, 210, 218, 218.5, 226.7, and 512, and for costs and attorneys' fees;
- 13 6. Upon the Third Cause of Action for penalties pursuant to Section 226, and for
14 costs and attorneys' fees;
- 15 7. Upon the Fourth Cause of Action for restitution of all funds unlawfully acquired
16 by Defendants by any acts or practices declared to be in violation of the UCL, including interest
17 thereon, and for costs and attorneys' fees;
- 18 8. Upon the Fifth Cause of Action for penalties according to proof pursuant to
19 Section 2699(a), (f), and (g), and for costs and attorneys' fees;
- 20 9. Upon each cause of action for attorneys' fees and costs as provided by Sections
21 218.5, 226, 248.5, 1194, and 2699, and Code of Civil Procedure section 1021.5; and
- 22 10. For such other and further relief that the Court may deem just and proper.

23 DATED: April 6, 2021

DIVERSITY LAW GROUP, P.C.

24 By: 

25 Larry W. Lee
26 Simon L. Yang
27 Attorneys for Plaintiff
28

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

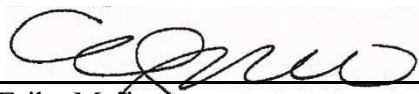
10 On April 7, 2021, I served the following document(s) described as: **FIRST**
11 **AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested
12 parties in this action as follows:

13 Matthew B. Golper
14 mgolper@brgslaw.com
15 Ballard Rosenberg Golper & Savitt LLP
16 15760 Ventura Boulevard, 18th Floor
17 Encino, California 91436
18 *Attorneys for Defendant Fedex Supply Chain, Inc.*

19 X BY MAIL: by placing the original or X a true and correct
20 copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the
21 attached mailing list. I am readily familiar with the firm's practice for collection and processing
22 of correspondence and other materials for mailing with the United States Postal Service. On this
23 date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for
24 collection and mailing on this date at the address above following our office's ordinary business
25 practices. The envelope(s) will be deposited with the United States Postal Service on this date,
26 in the ordinary course of business.

27 X BY ELECTRONIC MAIL: by personally sending a true and correct copy
28 of the above-described document(s) to the party(ies) listed above or on the attached mailing list
from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s)
indicated above or on the attached mailing list. I certify that said electronic transmission was
completed and that all pages were received by the party(ies) identified herein or on the attached
mailing list.

I declare under penalty of perjury under the laws of the State of California that the
above is true and correct. Executed on April 7, 2021, at Los Angeles, California.


Erika Mejia