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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MATTHEW CORREA, ALEXANDER HERNANDEZ, and JOHN MARTIN GARCIA, as individuals and on behalf of all others similarly situated, and as private attorney generals,

Plaintiffs,

vs.

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

Defendants.

Case No. CIVDS2023369

SECOND 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.)
(6) Recovery of Unpaid Minimum Wages and Liquidated Damages (Lab. Code §§ 510, 1194, 1194.2)
(7) Recovery of Unpaid Overtime (Lab. Code §§ 510)
(8) Failure to Provide Rest Periods or Compensation in Lieu Thereof (Lab. Code § 226.7)
(9) Failure to Timely Pay Wages During Employment and Upon Separation of Employment
(10) Failure to Maintain Accurate Records

DEMAND OVER $25,000.00

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On behalf of themselves and other similarly situated current and former employees of Defendants, and as a proxy for the State of California, Plaintiffs Matthew Correa ("Correa"), Alexander Hernandez ("Hernandez), and John Martin Garcia ("Garcia") submit this Second Amended Class and Representative Action Complaint (the “Complaint”) against Defendant, FedEx Supply Chain, Inc., and Does 1 through 50 (collectively, “Defendants”).

INTRODUCTION

1. This class and representative action challenges systemic illegal employment practices resulting in violations of the California Labor Code against individuals who worked for Defendants. The Complaint seeks penalties, damages, and other relief pursuant to, among other provisions, Labor Code sections 201-204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 233, 245-248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, et seq. 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5 and 2698 et seq., and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the “UCL”).[1]

2. Plaintiffs are informed and believe that Defendants have jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of employees by failing to pay sick pay wages at the regular rate of pay and by failing to pay premium wages for missed rest periods and meal periods at the regular rate of compensation. Specifically, Plaintiffs and other non-exempt employees regularly earn non-discretionary incentives, shift differentials, or premium payments that increase their regular rate. Defendants, however, do not consider such earnings for purposes of paying either sick pay wages or premium wages for missed rest periods and meal periods to Plaintiffs and other non-exempt employees. Instead, Defendants pay sick pay wages and premium wages for missed rest periods and meal periods at employees’ base rate of pay. As a result of the above practices, Defendants routinely underpay Plaintiffs and other non-exempt employees sick pay wages and premium wages for missed rest periods and meal periods, which are neither timely paid during employment nor timely paid upon termination of employment. Similarly, Defendants routinely fail to provide

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

itemized wage statements that show accurate hourly rates of pay, gross wages earned, and net wages earned.

3. Plaintiffs are informed and believe 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, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 233, 245-248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, et seq. 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5 and 2698 et seq., and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq., 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 Correa worked for Defendants in Ontario, California.

PARTIES

7. Plaintiff Correa 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 Herandez is, and at relevant times was, an individual domiciled in the State of California and a citizen of the State of California who worked as a non-exempt technician for Defendant in the State of California. Plaintiff Hernandez was hired by Defendant on or about July 2019 as a non-exempt, hourly paid employee with a job title of work flow planner.

9. Plaintiff Garcia is, and at relevant times was, an individual domiciled in the State of California and a citizen of the State of California who worked as a non-exempt technician for Defendant in the State of California. Plaintiff Garcia was hired by Defendant on or about June 2019 as a non-exempt, hourly paid employee in the quality assurance department of Defendant's facility.

10. Defendant FEDEX SUPPLY CHAIN, INC. ("Defendant" or "Fedex Supply") is a Delaware Corporation that, at all relevant times, was authorized to do business within the State of California and is doing business in the State of California.

11. Defendant Fedex Supply Chain, Inc. is a is a major third-party logistics provider in the United States and Canada, which services industries including technology & electronics, retail & e-commerce, consumer & industrial goods, and healthcare industries. The company manages 130 warehouse and distribution center operations in North America with a total of 35 million square feet of warehouse space under its management.[2]

12. Plaintiffs are informed and believe that Defendant, FedEx Supply Chain, Inc., was and is a Delaware corporation. Plaintiffs are informed and believe 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, 210, 216, 218, 218.5, 218.6, 226, 226.7, 233, 245-248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 1199, 2802, 2810.5 and 2698 et seq., and the Unfair Competition Law, codified at Business and Professions Code sections 17200

[2] https://en.wikipedia.org/wiki/FedEx_Supply_Chain

et seq. Plaintiffs do 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. Plaintiffs pray for leave to amend this Complaint when the true names and capacities are known. Plaintiffs are informed and believe 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.

13. 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.

14. Plaintiffs are informed and believe 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.

15. Plaintiffs are 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.

FACTUAL ALLEGATIONS

16. During the four-year period preceding the filing of this complaint, Plaintiffs and each of the class members were employed by Defendant in the State of California as non-exempt, hourly paid employees. Defendant at all times exercised control over Plaintiffs and each of the class members, and suffered and/or permitted them to work.

17. Plaintiffs were not paid at least minimum wages for all of their hours worked due to Defendant's policy of requiring them to go through a lengthy security checkpoint process when entering the work facility at the beginning of each shift and when leaving the facility at the end of

each shift. However, Defendant required Plaintiffs to go through the security checkpoint before clocking in for payroll purposes at the beginning of their shift, and after clocking out for payroll purposes at the end of their shift. Despite being subject to Defendant's control while waiting to go through the security checkpoints, Defendant did not provide any compensation for the time it took to complete this process. As a result, Plaintiffs were not fully compensated for all minimum wages.

18. Plaintiffs were at times unable to take timely, thirty-minute uninterrupted meal periods and/or had their meal periods cut short due to the pressures from the job and lack of relief workers availability, commentary from superiors or no breaks at all. These interrupted, missed and/or late meal periods are generally reflected in the time-keeping records for Plaintiffs. Plaintiffs also did not regularly receive a second meal period when working shifts in excess of 10 hours. Further, the practical effect of Defendant's policy of requiring its non-exempt employees to go through a security checkpoint to leave the premises during their meal periods often resulted in Plaintiffs from staying on the premises, thereby affirmatively impeding Plaintiffs from taking a lawful 30-minute off-duty meal period. Plaintiffs did not receive premium pay for all of these interrupted, missed, late and/or on-duty meal periods.

19. Plaintiffs were at times unable to take timely rest periods, and were required to work through and/or cut short their rest periods, due to the nature of the business. Plaintiffs were not regularly afforded a third rest period on shifts in excess of 10 hours. Further, as explained above in the context of meal periods, the practical effect of Defendant's policy of requiring its non-exempt employees to go through a security checkpoint to leave the premises for rest breaks often resulted in Plaintiffs from staying on the premises during their rest breaks, thereby affirmatively impeding Plaintiffs from taking a lawful rest breaks. Plaintiffs did not receive premium pay for all of these missed, late, interrupted, and/or on-duty rest periods.

20. Additionally, Defendant sometimes paid Plaintiffs multiple rates of pay in one pay period for the same kind of work, but failed to average the rates of pay when calculating overtime. Under California law, "[w]here two rates of pay are paid during a workweek, the California method for determining the regular rate of pay for calculating overtime in that workweek mirrors the

federal method, based upon the weighted average of all hourly rates paid." DLSE Manual 49.2.5 (citing 29 CFR § 778.115). This "weighted average" method provides, "[w]here an employee in a single workweek works at two or more different types of work for which different nonovertime rates of pay (of not less than the applicable minimum wage) have been established, their regular rate for that week is the weighted average of such rates. That is, the total earnings (except statutory exclusions) are computed to include his compensation during the workweek from all such rates, and are then divided by the total number of hours worked at all jobs. . ." 29 CFR § 778.115. Defendant's failure to average the rates of pay when calculating overtime resulted in underpaid overtime at times, as well as inaccurate and incomplete wage statements.

21. Defendant paid Plaintiffs non-discretionary remunerations, including but not limited to, shift differentials, in pay periods where it also paid one-hour meal period premiums to Plaintiffs. However, Defendant failed to incorporate said non-discretionary remunerations into the rate of pay for purposes of calculating Plaintiffs premium pay, resulting in an underpayment of meal period premiums.

22. Additionally, Defendant failed to properly accrue and pay sick leave time benefits and/or incorporate said non-discretionary remunerations into Plaintiffs' sick leave time benefits, resulting in each underpayment of sick leave time benefits.

23. During their employment, Plaintiffs failed to receive accurate wage statements in compliance with Labor Code section 226. Among other things, Plaintiffs' paystubs did not accurately reflect, inter alia, gross wages earned, total hours worked, net wages earned, sick time pay, all applicable hourly rates in effect during each pay period and all hours worked at each applicable hourly. Accordingly, Defendant have violated Labor Code section 226 as to Plaintiffs.

24. Defendant failed to pay Plaintiffs for all hours worked during their employment and upon the separation of employment as a result of Defendant's unlawful off-the-clock policies and practices, as well as its failure to the proper rate of pay to compensate Plaintiffs for their overtime pay, sick time benefits and meal period one-hour premiums, as described herein.

25. Plaintiffs are informed and believe that Defendant engaged in these same herein described unlawful practices with regard to all of the Class Members, and that Defendant applied

these same herein described unlawful practices to all of its employees that it applied to Plaintiffs, regardless of whether the Class Member was assigned to work for Defendant or was directly hired by Defendant.

26. Plaintiffs are informed and believe that Defendant engaged in these same unlawful practices with regard to all of the class members.

CLASS ACTION ALLEGATIONS

27. **Definition:** Pursuant to Code of Civil Procedure section 382. Plaintiffs seek class certification of (i) all current and former non-exempt employees of Defendants in the State of California since August 14, 2018, who were paid sick pay wages in workweeks in which they earned non-discretionary incentives, shift differentials, or premium payments that increased their regular rate (the "Sick Pay Class"), (ii) all current and former non-exempt employees of Defendants in the State of California since August 14, 2018, who were paid premium wages for missed rest periods and meal periods in workweeks in which they earned non-discretionary incentives, shift differentials, or premium payments that increased their regular rate (the "Premium Wage Class"), and (iii) all current and former non-exempt employees of Defendants in the State of California since July 1, 2019, who performed work for Defendant at Defendant's Moreno Valley location (the "Moreno Valley Class"). The Sick Pay Class, Premium Wage Class, and Moreno Valley Class are collectively referred to as the "Class."

28. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants' records, including payroll records. Defendants violated Sections 201-204, 226, 226.7, 246, and 512 against Plaintiffs and other non-exempt employees who were paid sick pay wages or premium wages for missed rest periods and meal periods in workweeks in which they earned non-discretionary incentives, shift differentials, or premium payments that increased their regular rate. While the exact number of class members is unknown to Plaintiffs, Plaintiffs are informed and believe the class consists of at least 100 individuals.

29. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent Plaintiff and the Class. Plaintiffs' attorneys have prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-and-hour class actions currently pending in California state and federal courts.

30. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst the claims of Plaintiffs and of the Class. Plaintiffs are informed and believe that Defendants uniformly administer a corporate policy and practice of failing to pay sick pay wages at the regular rate of pay and by failing to pay premium wages for missed rest periods and meal periods at the regular rate of compensation. Additional common questions include: (1) whether Defendant understated hours worked and failed to pay all amounts due to Plaintiffs and the class members for wages earned, including minimum and overtime wages, under California law, as a result of its off-the-clock policies; (2) whether Defendant violated the California Labor Code and/or IWC Wage Orders by withholding sick time pay benefits from Plaintiffs and the class members by failing to incorporate all non-discretionary remunerations into the regular rate of pay for purposes of calculating sick time pay benefits; (3) whether Defendant violated the California Labor Code and/or IWC Wage Orders by withholding one-hour premium pay from Plaintiffs and the class members by failing to incorporate all non-discretionary remunerations into the rate of pay for purposes of calculating one-hour meal period premiums; (4) whether Defendant provided Plaintiffs and the class members with all meal periods or premium payments in lieu thereof in compliance with California law; (5) whether Defendant provided Plaintiffs and the class members with all rest periods, or premium payments in lieu thereof, in compliance with California law; (6) whether Defendant provided Plaintiffs and the class members with accurate, itemized wage statements in compliance with California law; (7) whether Defendant timely paid Plaintiffs and the class members all wages due during their employment and upon separation of employment; and (8) whether Defendant violated California Business and Professions Code sections 17200, <u>et seq.</u>

31. **Typicality:** The claims of Plaintiffs are typical of the claims of all members of the Class in that Plaintiffs suffered the alleged harms in a similar and typical manner as other members of the Class suffered. As with other members of the Class, Plaintiffs was paid on an hourly basis and regularly earned non-discretionary incentives, shift differentials, or premium payments that increased his regular rate but were not considered for purposes of paying either sick pay wages or premium wages for missed rest periods and meal periods to Plaintiffs, who was instead paid sick pay wages and premium wages for missed rest periods and meal periods at his base rate of pay. Plaintiffs thus are members of the Class and have suffered the alleged violations of the Labor Code. Additionally, Plaintiffs suffered a similar injury as the other class members as a result of Defendants' common practices regarding, inter alia, calculation and payment of wages, including minimum and overtime wages, failure to failure to provide proper meal and rest periods or premium compensation in lieu thereof, failure to pay for all sick time pay benefits accrued and owed, failure to provide accurate and complete wage statements, and to pay all wages due and owing upon separation of employment. In addition, Plaintiffs will fairly and adequately protect the interests of the class members. Plaintiffs have no interests adverse to the interests of the other class members.

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

33. **Superiority.** The nature of this action and the format of laws available to Plaintiffs and members of the Class make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each member of the Class to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former or

current employer for real and justifiable fear of retaliation and permanent damage to their careers at their current or subsequent employment. A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impractical. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, as the damages suffered by each individual member of the class may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments. Finally, the alternative of filing a claim with the California Labor Commissioner is not superior, given the lack of discovery in such proceedings, the fact that there are fewer available remedies, and the losing party has the right to a trial de novo in the Superior Court.

34. The prosecution of separate actions by individual members of the Class, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual members of the Class that would establish potentially incompatible standards of conduct for Defendants, or (b) adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests of other members of the Class not parties to the adjudications. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering the concomitant costs and expenses.

35. Defendants' pattern, practice, and uniform administration of corporate policy in violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the rights of Plaintiffs and the Class to recover underpaid sick pay wages and premium wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and

costs of suit, pursuant to 203, 210, 218, 218.5, 226, 226.7, 248.5, and 512, applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5.

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

FIRST CAUSE OF ACTION

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

(By Plaintiffs and the Class Against All Defendants)

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

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

39. California Labor Code §246(1)(1) provides that paid sick time for non-exempt employees be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in the workweek."

40. California Labor Code §246(1)(2) further provides that paid sick time for non-exempt employees be "calculated by dividing the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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

42. Defendant violated Labor Code §246 by failing to pay sick pay the regular rate of pay. Plaintiffs and class members routinely earned non-discretionary remunerations, including but not limited shift differential pay, thereby increasing their regular rates of pay to amounts that were higher than their base rates of pay. However, whenever sick pay was paid to Plaintiffs and Class Members, it was paid at their base rates of pay. Defendant routinely deducted taxes and other withholdings from the wages that it paid Class members in the form of sick pay.

43. Moreover, Section 204 provides that wages are generally due and payable twice during each calendar month and are to be paid no later than payday for the next regular payroll period. Consistent with Section 204, Section 246 specifically requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave is used as paid sick time. Similarly, Section 201 provides if an employer discharges an employee, wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes untimely payments. For example, Section 203 provides that if an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the

employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Section 210 provides penalties for violations of Section 204 and untimely payments during employment. Under Sections 203, 210, and 218, employees may sue to recover applicable penalties.

44. As alleged herein and as a matter of policy and practice, Defendant routinely underpaid sick pay wages and thus do not timely pay Plaintiffs and the Sick Pay Class all owing and underpaid sick pay wages. As a result, Defendant violated Sections 201-204, 210, 233, and 246, and other Labor Code sections. Plaintiffs is informed and believes that Defendant was advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiffs' allegations, especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, *and sick pay*." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because Defendants willfully fail to timely pay Plaintiffs and the Sick Pay Class all sick pay wages due, Defendants are subject to applicable penalties.

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

SECOND CAUSE OF ACTION

Violation of Labor Code §§ 226.7, 512

(By Plaintiffs and the Class Against All Defendants)

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

47. Because Plaintiffs and the Premium Wage Class were non-exempt employees, Defendants were required to comply with Sections 226.7 and 512, and the applicable IWC Wage Order. The applicable laws generally require an employer to provide a duty-free, 10-minute rest period for every four hours worked, or major fraction thereof, and generally prohibit employment of an individual for a work period of more than five hours per day without providing the employee with an uninterrupted, duty-free meal period of at least 30 minutes.

Section 226.7(b) provides that an employer shall not require an employee to work during a rest period or meal period. Section 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

48. As a matter of policy and practice on shifts of at least 3.5 hours of work, Defendants fail to permit off-duty rest periods to Plaintiffs and the Premium Wage Class. As a matter of policy and practice on shifts exceeding five hours of work, Defendants fail to provide Plaintiffs and the Premium Wage Class with a duty-free 30-minute meal period within the first five hours of work. As a matter of policy and practice, Defendants also fail to pay an additional hour of pay for each rest period or meal period missed by Plaintiffs and the Premium Wage Class at the regular rate. Defendants thus violate Section 226.7 and the applicable IWC Wage Order. As such, Plaintiffs and the Premium Wage Class are owed rest period and meal period premium pay.

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

50. Under the Labor Code and IWC Wage Orders, Defendant was required to provide Plaintiffs and the class members with one 30-minute meal break free from all duties for all shifts longer than 5 hours, and a second 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee,

but only if the first meal period was not waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed no meal period was provided.

51. Plaintiffs and class members regularly worked periods of more than five and ten hours in a workday without being provided proper mandatory thirty-minute, duty-free meal periods. Upon information and belief, Defendant failed to maintain a company meal period policy compliant with California law. Plaintiffs and class members were regularly unable to take timely, thirty-minute uninterrupted first and second meal periods. They were unable to avail themselves of such breaks for various reasons, including, the pressures from their workloads and the lack of relief workers available, commentary from superiors or no breaks at all. Per Defendant's illegal meal period policy/practice, Plaintiffs and class members were not always relieved of their duties or at times permitted to leave the premises for purposes of taking meal periods. Defendant also failed to pay Plaintiffs and class members an additional hour of wages at their regular rates of pay for each workday a meal period was not provided.

52. Additionally, on the occasions when Defendant did pay a one-hour premium to Plaintiffs and the class members, it was not paid at the correct rate because Defendant failed to incorporate all non-discretionary remunerations into the rate of pay for purposes of calculating the one-hour premiums.

53. Defendant failed to provide Plaintiffs and the class members with all required meal periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiffs and the class members are entitled to one additional hour's pay for each day a meal period was missed, late or interrupted, all in an amount to be proved at trial.

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

THIRD CAUSE OF ACTION

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

(By Plaintiffs and the Class Against All Defendants)

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

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

57. Labor Code section 226(a) provides, in relevant part, that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or him employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . . , (5) net wages earned, [and] (6) the inclusive dates of the period for which the employee is paid . . . , (8) the name and address of the legal entity that is the employer . . . , (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . ."

58. Labor Code section 226(e) provides that "[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

59. Labor Code section 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

60. As a matter of policy and practice, whenever Plaintiffs and the Class are paid sick pay wages or premium wages for missed rest periods and meal periods, Defendants fail to 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 Plaintiffs and the Class. As a result, and as a matter of policy and practice, Plaintiffs 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.

61. Defendant knowingly and intentionally failed to provide Plaintiffs and other class members with proper, itemized wage statements as the wage statements provided by Defendant do not accurately reflect, *inter alia*, gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during each pay period, all hours worked at each applicable hourly rate.

62. Among other things, Plaintiffs and the class members were not paid at the proper overtime rate of pay, were not paid for all hours worked due to off-the-clock work, and were not paid all meal and rest period premiums at the proper rate. As a result, Plaintiffs and the class members were injured in that they could not promptly and easily determined from the wage statement alone, the total hours worked, the net wages earned, all applicable hourly rates in effect (including the overtime and double time rate), all hours worked at each applicable rate. Accordingly, Plaintiffs and the class members are entitled to damages and penalties

63. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiffs 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 Plaintiffs and the Class Against All Defendants)

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

65. Plaintiffs are 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.

66. 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 Plaintiffs and the Class the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

67. Defendant's failure, *inter alia*, to pay Plaintiffs and the class members for all hours worked, failure to pay overtime pay, sick time pay benefits and one-hour meal and rest period premiums at the proper rate of pay, failure to provide all required meal and rest periods or compensation in lieu thereof, failure to maintain accurate records, failure to timely pay wages, failure to reimburse all business expenses, and failure to provide accurate itemized wage statements, all in violation of the Labor Code and Wage Orders, constitutes an unlawful, unfair or fraudulent business act or practice, in violation of Business & Professions Code sections 17200, et seq.

68. 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 Plaintiffs 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.

FIFTH CAUSE OF ACTION

Violation of Labor Code §§ 2698 Et Seq.

(By Plaintiffs and Aggrieved Employees Against All Defendants)

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

70. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* ("PAGA"), Plaintiffs bring this cause of action as a proxy for the State of California.

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

72. As stated herein, Defendants fail to pay sick pay wages at the regular rate of pay and fail to pay premium wages for missed rest periods and meal periods at the regular rate of compensation to Plaintiffs and other aggrieved employees. As a result, Defendants underpay sick pay wages and premium wages for missed rest periods and meal periods, which are neither timely paid during employment nor timely paid upon termination of employment. As an additional result, Defendants fail to provide itemized wage statements that show accurate hourly rates of pay, gross wages earned, and net wages earned. For these actions, Plaintiffs seek penalties for Defendants' violations of Sections 201-204, 226, 226.7, 246, and 512 committed since May 2, 2019.

73. On or about December 2, 2020, Plaintiffs Hernandez and Garcia gave timely written notice by certified mail to Defendant of the violations of various provisions of the California Labor Code as alleged in this complaint and filed notice of the violations online with the LWDA. The LWDA did not provide notice of its intention to investigate Defendant's violations after expiration of the 65-day waiting time period, or at any time. Defendant also failed to cure within the time allotted by PAGA. Consequently, Plaintiff's right to file the instant lawsuit then duly accrued.

74. Plaintiffs are each an "Aggrieved Employee" under PAGA, as each was employed by Defendant during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover on behalf of

themselves and all other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

75. **<u>THE "AGGRIEVED EMPLOYEES"</u>**: Plaintiffs Correa, Hernandez and Garcia bring this action on behalf of themselves and all similarly situated aggrieved employees. **<u>The other Aggrieved Employees shall be defined as follows</u>:** i) all current and former non-exempt employees of Defendants in the State of California from May 2, 2019 – May 9, 2022, who were paid sick pay wages in workweeks in which they earned non-discretionary incentives, shift differentials, or premium payments that increased their regular rate (the "Sick Pay Class"), (ii) all current and former non-exempt employees of Defendants in the State of California from May 2, 2019 – May 9, 2022, who were paid premium wages for missed rest periods and meal periods in workweeks in which they earned non-discretionary incentives, shift differentials, or premium payments that increased their regular rate (the "Premium Wage Class"), and (iii) all current and former non-exempt employees of Defendants in the State of California from September 26 2019 – May 9, 2022, who performed work for Defendant at Defendant's Moreno Valley location (the "Moreno Valley Class").

76. Plaintiffs seek to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

77. Under the provisions of PAGA and Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.3, 226.7, 233, 245.5-249, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, et seq., 1194, 1194.2, 1197, 1198, 1199, 2800, 2802, 2810.5, and all relevant sections of the applicable Wage Orders, as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, Defendant is liable for all statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein, or for default PAGA penalties under Labor Code Section 2699(f) for any violation of a Labor Code section without a specified civil penalty.

78. Plaintiffs complied with the procedures for bringing suit specified in Labor Code sections 2699.3 and 2699.5. Plaintiffs gave written notice to the California Labor and Workforce

Development Agency ("LWDA") via electronic mail at PAGAfilings@dir.ca.gov and to Defendant via certified mail 65 days prior to this Complaint of the specific provisions of the Labor Code and Wage Orders allegedly violated, including the facts and theories to support the alleged violations.

79. Under Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties it intends to investigate the alleged violations within 65 days of the date of Plaintiffs' written notice. As of the expiration of the statutory exhaustion period, the LWDA has not provided the parties any notice of its intention to investigate Plaintiffs' claims on behalf of the State of California and the Aggrieved Employees. As of the filing of this First Amended Complaint, Defendant has not responded to Plaintiff's PAGA notice in an attempt to cure. Accordingly, Plaintiff has exhausted all administrative remedies required by law.

80. As such, pursuant to Section 2699(a), (f), and (g), Plaintiffs seek recovery of all applicable penalties for Defendants' violations of Sections 201-204, 226, 226.7, 246, and 512 against all aggrieved employees for the period described above.

SIXTH CAUSE OF ACTION

(Recovery of Unpaid Minimum Wages and Liquidated Damages - Labor Code §§ 510, 1194 and 1194.2)

81. Plaintiffs incorporate all preceding paragraphs as if fully alleged herein.

82. California law provides employees in California must be paid for all hours worked, up to 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage. As alleged herein, Plaintiffs and the class members regularly worked hours for which they were not compensated by Defendant as required by California law. Plaintiffs and the class members were not paid at least minimum wages for all of their hours worked due to Defendant's policy requiring them to go through a lengthy security checkpoint process when entering the work facility at the beginning of each shift and when leaving the facility at the end of each shift. However, Defendant required Plaintiffs and the class members to go through the security checkpoint before clocking in for payroll purposes at the beginning of their shift, and after clocking out for payroll purposes at the end of their shift. Despite being subject to Defendant's control while waiting to go

through the security checkpoints, Defendant did not provide any compensation for the time it took to complete this process. Defendant owes Plaintiffs and class members at least minimum wage for this time hours worked, resulting in unpaid wages.

83. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiffs and the class members are entitled to recover all unpaid minimum time wages and liquidated damages thereon, plus attorney's fees and costs, in an amount to be proved at trial.

SEVENTH CAUSE OF ACTION

(Recovery of Unpaid Overtime – Labor Code §510)

84. Plaintiffs incorporate all preceding paragraphs as if fully alleged herein.

85. California law provides employees in California must be paid overtime, equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 per week or 8 per day, and must be paid double wages for all hours worked in excess of 12 per day, unless they are exempt.

86. Under California law, "[w]here two rates of pay are paid during a workweek, the California method for determining the regular rate of pay for calculating overtime in that workweek mirrors the federal method, based upon the weighted average of all hourly rates paid." DLSE Manual 49.2.5 (citing 29 CFR § 778.115). This "weighted average" method provides, "[w]here an employee in a single workweek works at two or more different types of work for which different nonovertime rates of pay (of not less than the applicable minimum wage) have been established, their regular rate for that week is the weighted average of such rates. That is, the total earnings (except statutory exclusions) are computed to include his compensation during the workweek from all such rates, and are then divided by the total number of hours worked at all jobs. . ." 29 CFR § 778.115.

87. Defendant at times paid Plaintiffs and the class members multiple rates of pay in the same pay period for the same kind of work, but failed to average the rates of pay when calculating overtime. Defendant's failure to average the rates of pay when calculating overtime resulted in underpaid overtime at times, as well as inaccurate and incomplete wage statements.

88. Additionally, as described above, Defendant's policy and practice of requiring

Plaintiffs and the class members to to go through a lengthy security checkpoint process when entering the work facility at the beginning of each shift and when leaving the facility at the end of each shift, prior to clocking in and out, respectively, resulted in consistent underpayment of overtime.

89. Plaintiffs and the class members are entitled to recover all unpaid overtime wages, plus attorney's fees and costs, in an amount to be proved at trial.

EIGHTH CAUSE OF ACTION

(Failure to Provide Rest Periods or Compensation in Lieu Thereof -- Labor Code § 226.7)

90. Plaintiffs incorporate all preceding paragraphs as if fully alleged herein.

91. California law requires an employer to authorize or permit an employee to take a rest period of ten minutes for every four hours worked, or major fraction thereof, and such rest periods must be in the middle of the four-hour period insofar as practicable. If the employer fails to provide any required rest periods, or fails to provide a fully compliant rest break of 10 minutes wherein the employee is fully relieved of all duties and all employer control, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each workday the employer did not provide a legally required and/or fully compliant rest period.

92. Defendant employed policies and procedures that ensured Plaintiffs and other class members would not receive all legally required rest periods, as Defendant did not authorize and permit all required rest periods in strict accordance to, and in compliance with, the timing requirements of all applicable Wage Orders. Similar to meal breaks, Plaintiffs and the class members were not always able to avail themselves of their rest breaks for various reasons, including, the pressures from their workloads and the lack of relief workers available, commentary from superiors or no breaks at all. Per Defendant's illegal meal period policy/practice, Plaintiffs and class members were not always relieved of their duties or permitted to leave the premises for purposes of taking rest periods. Defendant further employed policies and procedures ensuring Plaintiffs and class members did not receive premium wages to compensate them for workdays they did not receive all legally required and fully compliant rest

periods.

93. Defendant failed to provide Plaintiffs and the class members with all required rest periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7, Plaintiffs and the class members are entitled to one additional hour's pay for each day a rest break was missed, late or interrupted, all in an amount to be proved at trial.

NINTH CAUSE OF ACTION

(Failure to Timely Pay Wages During Employment and Upon Separation of Employment)

94. Plaintiffs incorporate all preceding paragraphs as if fully alleged herein.

95. Labor Code section 204 requires employers to pay all wages (other than those mentioned in Labor Code sections 201 , 201.3 , 202 , 204.1 , or 204.2) earned by any person in any employment twice during each calendar month, on days designated in advance by the employer as the regular paydays. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

96. California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or him employment, his or him wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or him intention to quit, in which case the employee is entitled to his or him wages at the time of quitting."

97. Defendant failed to pay Plaintiffs and the class members all wages that were due and owing during their employment; and, failed to Plaintiffs and the class members who are former employees all wages that were due and owing upon termination or resignation. Among other things, Plaintiffs and the class members were not paid at the proper overtime rate of pay, were not paid for all hours worked due to off-the-clock work, and were not paid all meal and rest period premiums at the proper rate. Plaintiffs and the class members therefore seek damages and penalties.

TENTH CAUSE OF ACTION

(Failure to Maintain Accurate Records)

98. Plaintiffs incorporate all preceding paragraphs as if fully alleged herein.

99. California Labor Code sections 226 and 1174-75 require an employer to keep accurate records of all hour an employee works.

100. California Labor Code section 1174.5 provides that "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil penalty of five hundred dollars ($500)."

101. Section 7(A)(3) of the IWC Wage Orders similarly requires an employer to keep accurate records showing the when an employee begins and end each work period and meal period.

102. Plaintiffs are informed and believe that Defendant failed to maintain accurate records in compliance with these statutes. Among other things, Defendant failed to record the off-the-clock time that Plaintiffs and the class members were required to work on a nearly daily basis.

103. Plaintiffs and the class members therefore seek damages and penalties as a result of these violations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as the representative of the Class;
3. For an order appointing Counsel for Plaintiffs as Class Counsel;
4. Upon each cause of action for attorneys' fees and costs as provided by Sections 218.5, 226, 248.5, 1194, and 2699, and Code of Civil Procedure section 1021.5;
5. For compensatory damages according to proof;
6. For an order requiring Defendant to make restitution of all amounts wrongfully withheld from Plaintiffs and the Classes;
7. For pre-judgment interest as permitted by law;
8. For attorneys' fees and costs reasonably incurred; and
9. For such other and further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all claims so triable.

DATED: July 25, 2022

DIVERSITY LAW GROUP, P.C.

By:

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiffs

Dated: July 25, 2022

CROSNER LEGAL, P.C.

Michael R. Crosner
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PROOF OF SERVICE

MATTHEW CORREA et al. V. FEDEX SUPPLY CHAIN, INC

San Bernardino County Superior Court Case No. CIVDS2023369

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On July 25, 2022, I served true copies of the following document(s) described as

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) on the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

☐ BY FACSIMILE TRANSMISSION. I transmitted copies of the above-referenced document(s) on the interested parties in this action by facsimile transmission from (310) 510-6429. A transmission report was properly issued by the transmitting facsimile machine and the transmission was reported as complete and without error.

☐ BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope, with postage paid, and deposited with a a post office, mail box, sub-post office, substation, mail chute, or other facility or postal pick up/drop off regularly maintained by the United States Postal Service or an affiliate thereof, at or near Phoenix, Arizona.

☐ BY OVERNIGHT MAIL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by Overnight Mail via Federal Express, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with Federal Express, an express carrier, in Phoenix, Arizona, or delivered with any and all delivery fees to an authorized courier or driver authorized by the express service carrier to receive documents.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on July 25, 2022, at Los Angeles, California.

Jessica Ball

SERVICE LIST
MATTHEW CORREA et al. V. FEDEX SUPPLY CHAIN, INC
San Bernardino County Superior Court Case No. CIVDS2023369

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