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11 Attorneys for Plaintiff ASHLE KAY JACKSON,
12 individually and on behalf of all others similarly situated

13 **IN THE SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF SACRAMENTO**

15 ASHLE KAY JACKSON, individually and on
16 behalf of all others similarly situated,

17 Plaintiff(s),

18 v.

19 FEDERAL EXPRESS CORPORATION; and
20 DOES 1 through 100,

21 Defendant(s).

Case No. **25CV025229**

COMPLAINT

1. **Private Attorneys General Act**
2. **Pregnancy Discrimination (FEHA)**
3. **Failure to Accommodate Pregnancy**
4. **Failure to Engage in the Interactive Process**
5. **Retaliation for Requesting Accommodations**

22 **RELEVANT PARTIES**

23 1. Plaintiff Ashle Kay Jackson ("Plaintiff") is an adult resident of Sacramento County,
24 California, and was at all times relevant residing in Sacramento County, California.

25 2. Defendant Federal Express Corporation ("Defendant") is a Tennessee corporation with its
26 principal place of business located in Sacramento County, California. Defendant is registered to and
27 does conduct business in the State of California and is subject to the laws of the State of California.
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1 All acts and omissions of Defendant employees as alleged herein occurred while they were acting
2 within the course and scope of their employment.

3 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
4 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
9 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
10 and Doe Defendants are collectively referred to as “Defendants”.

11 **JURISDICTION AND VENUE**

12 4. This action is properly filed in Sacramento County because the acts and omissions that give
13 rise to Plaintiff’s claims took place in Sacramento County, and Defendants transact substantial
14 business in this County.

15 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
16 alleged herein occurred in Sacramento County, California and Plaintiff suffered damages from such
17 conduct within Sacramento County, California.

18 **FACTUAL ALLEGATIONS**

19 6. At all times relevant, Plaintiff was Defendants’ employee.

20 7. Plaintiff was employed by Defendants from in or about October 2024 through March 2025.

21 8. Plaintiff’s job duties included handling packages by picking them up and putting them on a
22 belt that takes them to trucks.

23 9. Plaintiff’s work schedule consisted of a split shift; two hours in the morning until
24 approximately 8:30 a.m., followed by four hours in the afternoon from 4:30 p.m. to 8:30 p.m.

25 10. Defendant failed to provide Plaintiff with compliant rest breaks because during her four-
26 hour afternoon shifts, Plaintiff was not provided with required 10-minute rest breaks. Despite not
27 being provided with compliant rest breaks, Defendant did not pay premium pay for these missed
28 breaks at Plaintiff’s regular rate of pay.

1 11. Plaintiff was paid \$18 per hour and worked six hours per day, five days per week.¹²

2 12. Plaintiff was promised a \$3 per hour starting bonus as part of her compensation package,
3 which Defendant never paid.

4 13. Defendants failed to pay Plaintiff all overtime owed because approximately once per week
5 during her initial employment period, Plaintiff was required to perform approximately 30 minutes
6 of work before clocking in when called by her supervisor Alvin to help with tasks.

7 14. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
8 underpaid Plaintiff's overtime. Specifically, Defendants did not include all non-discretionary pay
9 that Plaintiff earned when calculating Plaintiff's regular rate of pay.

10 15. Defendants failed to provide Plaintiff with accurate wage statements because the wage
11 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
12 other things.

13 16. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
14 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
15 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

16 17. In or about January 2025, Plaintiff informed Defendant of her pregnancy and provided
17 medical documentation confirming her condition.

18 18. Plaintiff's medical documentation requested accommodations for heavy lifting restrictions,
19 as she had been required to lift packages weighing up to 40 pounds.

20 19. Immediately upon receiving Plaintiff's doctor's notes, supervisor Alvin drastically reduced
21 Plaintiff's work hours from six hours per day to two hours per day.

22 20. The reduction in hours represented a 67% decrease in Plaintiff's working time and occurred
23 without any legitimate business justification.

24 21. Despite Plaintiff's repeated inquiries to both supervisor Alvin and HR representative Jacob,
25 no adequate explanation was provided for the hour reduction.

26 22. Defendant did accommodate Plaintiff by moving her to a position where she lifted
27 approximately 15 pounds instead of 40 pounds, demonstrating she was able to perform work duties.

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23. Another pregnant employee named Beth worked at Defendant's facility for approximately 20 years and worked up to eight months of pregnancy without having her hours reduced.

24. Another pregnant employee who was a FedEx driver delivered boxes and worked in the warehouse up to eight months of pregnancy without having her hours reduced.

25. On some occasions, supervisor Alvin would send Plaintiff home before she completed even her reduced two-hour shift without explanation.

26. The severe reduction in hours created financial impossibility for Plaintiff to survive on two hours of work per day.

27. Plaintiff was forced to resign from her position due to the impossible working conditions created by the hour reduction.

28. The discriminatory treatment caused Plaintiff significant emotional distress, including depression symptoms, inability to focus on basic needs like eating, sleep disruption, and overwhelming financial stress about providing for her unborn child.

29. Plaintiff sought therapy to address the psychological effects of Defendant's treatment.

PAGA ALLEGATIONS

30. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

31. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

32. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

33. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's

1 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
2 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
3 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
4 to any other penalties to which the employee may be entitled.

5 34. On July 9, 2025, Plaintiff provided written notice by online filing to the LWDA and by
6 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
7 by Defendants, including the facts and theories to support the alleged violations.

8 35. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
9 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
10 PAGA Penalties on behalf of all Aggrieved Employees.

11 36. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current
12 and former, who were employed by Defendants within one year prior to July 9, 2025, through final
13 disposition of this action."

14 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

15 37. On October 20, 2025, prior to initiating this complaint, Plaintiff filed with the California
16 Civil Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
17 Retaliation against Defendant. On October 20, 2025, the CCRD issued a Notice of Case Closure
18 and Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant
19 in order to enforce their rights under FEHA.

20 38. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
21 prerequisite to filing this action.

22 **FIRST CAUSE OF ACTION**

23 **Private Attorneys General Act**

24 **By Plaintiff and the Aggrieved Employees Against All Defendants**

25 39. Plaintiff incorporates by reference the paragraphs above.

26 40. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
27 violation(s) of the Labor Code.

28 41. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

1 42. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
2 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
3 the penalties in Labor Code section 2699 apply.

4 43. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
5 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
6 sections 1197.1 and 2699 apply.

7 44. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
8 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
9 sections 558, 1197.1, and 2699 apply.

10 45. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
11 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
12 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

13 46. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
14 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
15 the penalties in Labor Code section 2699 apply.

16 47. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
17 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
18 and 2699 apply.

19 48. With respect to violations of Labor Code section 203 for failure to pay all wages due to
20 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
21 Labor Code section 2699 apply.

22 49. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
23 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
24 the manner alleged herein.

25 50. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
26 to Labor Code section 2699(g).

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1 **SECOND CAUSE OF ACTION**

2 **Pregnancy Discrimination (FEHA)**

3 **By Plaintiff Against All Defendants**

4 51. Plaintiff incorporates by reference the paragraphs above.

5 52. At all times relevant, Defendant was an “employer” within the meaning of the California
6 Fair Employment and Housing Act (“FEHA”), Government Code §§ 12926(d) and 12940.

7 53. Pregnancy, childbirth, and related medical conditions are protected characteristics under
8 FEHA. (Gov. Code §§ 12926(o), 12940(a).)

9 54. During their employment with Defendants, Plaintiff was subjected to discrimination based
10 on her pregnancy (described supra).

11 55. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
12 in violation of FEHA. Such violations were a proximate cause in Plaintiff’s damages as stated
13 below.

14 **THIRD CAUSE OF ACTION**

15 **Violation of Government Code § 12940(m) - Failure to Accommodate Pregnancy (FEHA)**

16 **By Plaintiff Against All Defendants**

17 56. Plaintiff incorporates by reference the paragraphs above.

18 57. At all times mentioned herein, Defendant was Plaintiff’s employer within the meaning of
19 Government Code section 12900, et seq.

20 58. At all times mentioned herein, Defendant employed more than five persons and was subject
21 to the provisions of the Fair Employment and Housing Act.

22 59. Plaintiff’s pregnancy constituted a pregnancy-related medical condition within the meaning
23 of Government Code section 12945.

24 60. Plaintiff was qualified to perform the essential functions of her position as a package handler
25 with reasonable accommodation.

26 61. Plaintiff requested reasonable accommodation for her pregnancy-related lifting restrictions
27 through medical documentation provided to Defendant.

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62. Defendant was aware of Plaintiff's need for accommodation based on the medical documentation she provided.

63. Reasonable accommodations were available that would have allowed Plaintiff to perform the essential functions of her job without causing Defendant undue hardship, including but not limited to modified lifting duties, which Defendant partially provided.

64. Despite the availability of reasonable accommodations, Defendant failed to reasonably accommodate Plaintiff's pregnancy-related medical condition by drastically reducing her work hours from six hours per day to two hours per day.

65. The reduction in work hours was not a reasonable accommodation but rather a constructive termination that forced Plaintiff to resign.

66. Defendant's failure to reasonably accommodate Plaintiff's pregnancy was a substantial factor in causing Plaintiff harm.

67. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate pregnancy, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated below.

FOURTH CAUSE OF ACTION

Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive Process

By Plaintiff Against All Defendants

68. Plaintiff incorporates by reference the paragraphs above.

69. At all relevant times herein, Plaintiff's pregnancy constituted a disability within the meaning of the Fair Employment and Housing Act.

70. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive process with an employee to determine effective reasonable accommodations if an employee with a disability so requests. The interactive process is the key mechanism for facilitating the integration of disabled employees in the workplace and liability may be imposed on the employer for failing to engage in the process.

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1 71. As a result of Plaintiff's pregnancy and medical condition, Plaintiff was in need of certain
2 reasonable accommodations, as set forth herein.

3 72. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
4 with their disability.

5 73. Plaintiff provided Defendant with medical documentation requesting reasonable
6 accommodations for her pregnancy-related lifting restrictions.

7 74. Upon receiving Plaintiff's medical documentation, Defendant had actual knowledge of
8 Plaintiff's disability and need for accommodation.

9 75. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
10 engaged in unlawful employment practices when they failed and refused to engage in the interactive
11 process (described supra).

12 76. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
13 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
14 damage as stated below.

15 **FIFTH CAUSE OF ACTION**

16 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting**
17 **Accommodation**

18 **By Plaintiff Against All Defendants**

19 77. Plaintiff incorporates by reference the paragraphs above.

20 78. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
21 and each of them.

22 79. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
23 discriminating against a person for requesting accommodations, regardless of whether the request
24 was granted.

25 80. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
26 connection with their medical condition.

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1 81. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in
2 connection with their request for accommodations. Such violations were a proximate cause in
3 Plaintiff's damage as stated below.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

6 First Cause of Action

- 7 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
8 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
9 violate the California Labor Code in the manner alleged herein
10 3. Attorneys' fees
11 4. Costs
12 5. Other relief the court deems proper

13 Second-Fifth Cause of Action

- 14 1. Compensatory damages
15 2. Punitive damages
16 3. Attorneys' fees
17 4. Costs
18 5. Other relief the court deems proper
19
20

21 DATED: October 20, 2025

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ASHLE KAY JACKSON,
individually and on behalf of all
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