September 2, 2025

SUBMITTED VIA ONLINE SUBMISSION TO LWDA
SENT VIA CERTIFIED MAIL TO FEDERAL EXPRESS CORPORATION

Labor and Workforce Development Agency
Attention: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Federal Express Corporation
Agent for Service of Process
c/o C T Corporation System
330 N Brand Blvd., Ste 700
Glendale, California 91210

Re: *Barrera v. Jamber Logistics Inc. et al.*
Notice of PAGA Claims Pursuant to Labor Code § 2699.3 and
Notice of Claims Pursuant to Labor Code § 2810.3

To Whom It May Concern:

My office represents Carlos Barrera (hereinafter "Claimant"), with respect to claims on behalf of himself and all other individuals who performed delivery services for Federal Express Corporation ("FedEx") while being formally employed by Jamber Logistics, Inc. ("Jamber", with FedEx, "Respondents") in California from one year prior to the submission of this Notice and continuing through the present ("Relevant Time Period"). The purpose of this letter is to satisfy the notice requirements of Labor Code § 2699.3(a).

The additional purpose of this letter is to satisfy the notice requirements of Labor Code § 2810.3 and to give Federal Express Corporation and Jamber Logistics, Inc. an opportunity to discuss with us the resolution of this matter pre-litigation, both with regard to the Client Employer liability faced by FedEx under Labor Code § 2810.3 and as regard to all claims generally by Respondents.

Below we set forth the facts and theories which we believe support our contention that Jamber and FedEx have violated and continue to violate various provisions of the California Labor Code including, but not limited to, the misclassification of Delivery Drivers, and the resulting failures by Jamber and FedEx to pay minimum and overtime wages, to provide meal and rest periods, and to reimburse necessary business expenses.

The purpose of this letter is to provide the required notice to the Labor Workforce and Development Agency and Respondents of the specific the facts and theories which we believe support our contention that Respondents have violated and continue to violate the California Labor Code, as set forth herein.

Facts & Theories About the Case

Jamber provides logistics and delivery services to its retail merchants to deliver products and services to their clients and/or clients' customers. Jamber utilizes Delivery Drivers to pick up the merchandise at warehouses and to deliver them at the customers' businesses or houses. Jamber is therefore a provider of managed transportation services including the planning and execution for delivery of its clients. Jamber was the formal employer of Claimant and the other Delivery Drivers. FedEx is a multinational delivery service company that offers logistics and delivery services to its customers. FedEx employed Jamber's Delivery Drivers to complete deliveries. FedEx unlawfully classified Claimant and other Delivery Drivers as independent contractors, when, in fact, they were heavily regulated through a series of work-related restrictions and directives through Jamber and FedEx.

Claimant is a former Delivery Driver for Jamber and FedEx. He commenced work for Jamber and FedEx in or around February 2021 and left in approximately January 2025. For the vast majority of his tenure with Jamber and FedEx, Claimant was misclassified as an independent contractor by FedEx. Mr. Barrera reported to work at FedEx's warehouse located at 3596 Baumberg Avenue, Hayward, California 94545. Mr. Barrera generally arrived to the warehouse at 7:00 a.m. each morning and returned at around 3:30 p.m.

Jamber provided Mr. Barrera a truck, which displayed the FedEx logo and insignia, for him to make his deliveries. Further, Claimant was required to wear a FedEx uniform while he made deliveries. Additionally, Claimant carried a FedEx badge to enter facilities to pick up FedEx shipments for further deliveries. Both Jamber and FedEx managers and employees directed Mr. Barrera when placing shipments in the delivery truck. Respondents further reserved the right to require the Delivery Drivers to follow certain work methods related to, for example, how to conduct themselves while making deliveries.

Respondents also prescribe how the Delivery Drivers were to document their work. For example, Delivery Drivers, such as Mr. Barrera, were required to upload photographs of their delivery truck onto an app, which would also monitor the Delivery Driver's progress. Jamber and FedEx also employ a variety of managerial and supervisory employees who instruct the Delivery Drivers on their job performance and their delivery assignments. Further, the Delivery Drivers interact with both Jamber and FedEx's personnel on a daily basis.

Mr. Barrera and other aggrieved Deliver Drivers were paid $80 for arriving at the warehouse by Respondents and paid a flat amount, one dollar ($1), for each stop they made regardless of the number of packages at each stop. Mr. Barrera regularly had 150-200 stops a day. During the holiday season, Mr. Barrera had up to 300. This "flat rate" constitutes an unlawful piece-rate compensation system because Delivery Drivers, like Mr. Barrera, had no control over how many hours they worked and could do nothing to change the amount of pay through their own efficiencies.

On average, Claimant worked at least eight to ten hours per day, and up to six days a week in order to accomplish the deliveries he performed pursuant to Respondent's instructions. Claimant was not paid the minimum wage and was provided no overtime for the work he performed as he was paid a flat rate or by the load for the deliveries he tendered irrespective of the number of hours he actually expended to effectuate the deliveries for Jamber and FedEx. Mr. Barrera, like other aggrieved Delivery Drivers, also did not clock out for meal periods as statutorily-mandated and compliant meal and rest periods were just not made available due to the press of work and the nature of Respondents' systemic misclassification of Delivery Drivers as independent contractors.

Despite Respondents' control over virtually all aspects of the employment relationship, and despite the unequivocal command of applicable statutes and case law that workers such that Plaintiff are entitled to all of the protections due to employees under California law, FedEx mischaracterized its Delivery Drivers as independent contractors while Jamber failed to adhere to the requirements of California's wage and hour laws. Thus, not only have Respondents sought to evade and ignore the provisions of California law, but Respondents actions give rise to liability to FedEx under Labor Code Section 2810.3 as a Client Employer.

Delivery Drivers are also denied meal and rest breaks, itemized wage statements, and other protections to which they are entitled under the California Labor Code and its implementing regulations by virtue of Respondents' scheme to misclassify Delivery Drivers as independent contractors. Respondents' mischaracterization of its Delivery Drivers as independent contractors, and their attendant requirement that Delivery Drivers pay for costs and expenses necessarily incurred in the performance of their work for Jamber and FedEx, are in violation of California law.

The Delivery Drivers are economically dependent for their financial livelihood on Jamber and FedEx, and Respondents are entirely dependent on the Delivery Drivers for the parcel delivery service provided by Respondents to their customers. The Delivery Drivers are terminable at will. Despite Respondents' pervasive control over all aspects of its delivery service operation, including the details of the Delivery Drivers' work, FedEx has classified and treated the Delivery Drivers as "independent contractors." FedEx's classification and treatment of the Delivery Drivers as "independent contractors" rather than as "employees" is, and during all relevant times has been, unlawful.

As a result of FedEx's misclassification of the Delivery Drivers as "independent contractors," and both FedEx's and Jamber's failure to adhere to California's wage and hour laws, Respondents have:

(1) required and/or knowingly permitted Delivery Drivers to work hours considerably in excess of eight hours per day, 12 hours per day, and/or 40 hours per week. Claimant is informed and believes, and on that basis alleges, that it has been Respondents' policy and practice to require and/or knowingly and willfully

permit Delivery Drivers to work such overtime hours without paying them overtime compensation required by the California Labor Code;

(2) failed to provide a 30 minute off-duty meal period to the Delivery Drivers who worked more than five hours in a day. As a result of Respondents' misclassification of the Delivery Drivers as "independent contractors," Respondents have failed to provide a second 30 minute off-duty meal period to the Delivery Drivers who worked more than 10 hours in a day;

(3) failed to authorize and permit a rest period of ten minutes per every four hours, or major fraction thereof, worked. As a result of Respondents' misclassification of the Delivery Drivers as "independent contractors," Jamber and FedEx have failed to pay federal and California minimum wage compensation to the Delivery Drivers for all hours worked;

(4) failed to pay to the Delivery Drivers all wages due and owing twice per month at the times prescribed by Cal. Labor Code § 204;

(5) failed to itemize the total hours worked on wage statements furnished to the Delivery Drivers as required by Cal. Labor Code §§ 226, 226.3, and Wage Order 9;

(6) not properly maintained payroll records showing the actual hours the Delivery Drivers worked each day as required by Cal. Labor Code § 1174 and IWC wage order No. 9, § 7(A);

(7) willfully and knowingly failed to pay Delivery Drivers upon termination of employment, all accrued compensation, including reimbursement of all unlawful deductions from wages, payment of missed meal and rest period compensation, and payment of minimum wage and overtime compensation;

(8) failed to maintain workers' compensation insurance covering the Delivery Drivers; and

(9) failed to provide Delivery Drivers with paid sick time off in accordance with Cal. Labor Code § 246.

Claimants seek to recover the unpaid compensation for all hours worked as defined by the Labor Code and the applicable Industrial Welfare Commission wage order as to the time during which an employee is subject to the control of an employer, and includes all the time the employee is engaged, suffered or permitted to work, whether or not required to do so, or as otherwise set forth in *Dynamex Operations West, Inc. v. Superior Court of Los Angeles*, 4 Cal.5th 903 (2018). California law requires that all hours worked over 8 in a day or 40 in a week or worked on the 7th consecutive day of a work week be paid 1.5 times an employee's regular rate of pay. *See*, *e.g.*, Lab. Code §§ 510, 1194; Cal. Code Regs., tit. 8, § 11090, *et seq*. In addition, hours worked over 12 in a day or hours over 8 worked on the 7th consecutive day in a week are paid at 2 times an employee's regular rate of pay.

Likewise, the pre-arranged delivery schedule, for which Delivery Drivers, have no discretion to change or alter, does not account for meal or break time. California law also requires that an employer provide an employee who works more than five hours a meal break that is no less than 30 minutes in duration. 8 CCR 11090(11)(A). Unless an employee is relieved of all duty during the 30-minute meal period, the meal period is considered an on-duty meal period and counted as time worked. However, an on-duty meal period is permitted only when the nature of the work prevents an employee from being relieved of all duty and the parties agree in writing to an on-the-job paid meal period. *Id*. If an employer fails to provide an employee a lawful meal period, the employer must pay the employee one hour of pay for each violation. 8 CCR 11090(11)(D). Additionally, California law mandates that an employer must "authorize and permit" an employee to take a duty-free rest period not less than 10 minutes in duration for every four hours of work. 8 CCR 11090(12)(A). Violation of the rest break provisions requires the employer pay the employee one hour of pay for each workday a rest period was not provided. 8 CCR 11090(12)(B). Lastly, in California, the employer is required to keep records of all hours worked. Labor Code § 1174(d).

Additionally, Labor Code §226.8 states: (a) It is unlawful for any person or employer to engage in any of the following activities;

(1) Willful misclassification of an individual as an independent contractor,

(2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose … arising from the individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified."

Claimant will likewise establish that Jamber and FedEx willfully misclassified him and all other similarly situated Delivery Drivers as independent contractors based on the numerous practices and policies in place during the Relevant Time Period. Furthermore, Respondents did charge these people and make deductions from compensation for damages and charges they chose to impose on these individuals. The penalty for this wrongdoing by any *de facto* employer appears in Labor Code §226.8 (b), to wit,

> "If … a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or the employer shall be subject to a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law."

Because Claimant and other similarly situated Delivery Drivers were misclassified as "independent contractors" by FedEx, and neither Respondent properly adhered to California's wage and hour laws, and Claimant and other similarly situated Delivery Drivers were not fully compensated for all hours worked and were deprived of overtime compensation, Respondents also failed to provide accurate wage statements in a violation of Labor Code Section 226, and failed to fully compensate former employees in a timely manner when their employment ended, in violation of Labor Code Section 201 *et seq*.

Accordingly, we believe that Jamber and FedEx have violated, and continue to violate, numerous provisions of California law, including, without limitation Labor Code Sections §§ 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 226.8, 246, 510, 511, 512, 515, 551, 552, 558, 1174, 1194-1197.1, 1198, 2800, 2802, 2810.3, and 2698, *et seq*., as well as the relevant IWC orders and regulations, and that Claimant and other similarly situated Delivery Drivers are entitled to all statutory penalties allowed by law. Our investigation is continuing, and there may be more violations uncovered.

We respectfully request that the Labor Workforce Development Agency notify this office within sixty (60) days if it wishes to investigate this matter further. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned. If Jamber and/or FedEx wish to resolve these claims without resorting to protracted litigation, please contact the undersigned forthwith to discuss this matter further.

Thank you for your immediate attention to this matter.

Very truly yours,

Michael H. Boyamian

Cc: *Jamber Logistics Inc.* (*Sent via Certified U.S. Mail*)
Agent for Service of Process
c/o Legalzoom.com
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Glendale, California 91210