

1 THE GUERRINI LAW FIRM
 John D. Guerrini (190972)
 2 106 South Mentor Ave., Suite 150
 Pasadena, CA 91106
 3 626-229-9611 telephone
 626-229-9615 facsimile
 4 guerrini@guerrinilaw.com
 Attorneys for PLAINTIFF FEDEX TECHCONNECT, INC., A CORPORATION
 5 FKA FEDEX CUSTOMER INFORMATION SERVICES
 [15904]

6
 7
 8 **IN THE UNITED STATES DISTRICT COURT**
 9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10
 11 FEDEX TECHCONNECT, INC., A)
 CORPORATION FKA FEDEX)
 12 CUSTOMER INFORMATION)
 SERVICES,)
 13)
 Plaintiff,)
 14)
 vs.)
 15)
 JULIAN BAKERY INC, A)
 16 CORPORATION; DOES 1-100,)
 INCLUSIVE,)
 17)
 Defendants.)

CASE NO: '14CV1948 DMS DHB
COMPLAINT FOR:
 1. **OPEN BOOK ACCOUNT;**
 2. **ACCOUNT STATED**
DEMAND: \$241,274.27
DEMAND FOR JURY TRIAL

18
 19
 20 **COMPLAINT**

21 Plaintiff FEDEX TECHCONNECT, INC., A CORPORATION FKA
 22 FEDEX CUSTOMER INFORMATION SERVICES (“Plaintiff”) alleges the
 23 following claims against Defendant JULIAN BAKERY INC, A
 24 CORPORATION (the “Defendant”), as follows:

25
 26 **JURISDICTION**

27 1. This action arises under the Interstate Commerce Act 49 U.S.C.
 28 §10101. *et seq.*, an act of Congress regulating commerce.

1 2. Jurisdiction in this Court is proper under 28 U.S.C. § 1337, which
2 gives the district courts original jurisdiction of any civil action arising under any
3 Act of Congress regulating commerce or protecting trade and commerce against
4 restraints and monopolies.

5 3. The Court also has jurisdiction over this action pursuant to 28
6 U.S.C. §1332(a)(1) because the Plaintiff and Defendant are citizens of different
7 states and the amount in controversy (excluding interest and costs) exceeds
8 \$75,000.00.

9
10 **VENUE**

11 4. This court has personal jurisdiction over the Defendant, and venue
12 of this action is proper pursuant to 28 U.S.C. § 1391(b) because the Defendant
13 resides in this District, and the events that gave rise to this Complaint occurred in
14 this District.

15
16 **PARTIES**

17 5. Plaintiff FEDEX TECHCONNECT, INC., A CORPORATION FKA
18 FEDEX CUSTOMER INFORMATION SERVICES, is, and at all times relevant
19 was, a corporation, organized and existing under and by virtue of the laws of the
20 State of Delaware, with its principal place of business located at 3965 Airways
21 Blvd. Module G, 34d Floor, Memphis, TN 38116. Plaintiff is a wholly owned
22 subsidiary of FedEx Corporate Services, Inc. (“FedEx Services”). FedEx
23 Services is a wholly owned subsidiary of Federal Express Corporation (“Fedex”).

24 6. By reason of an accounts receivable and factoring arrangement
25 between Fedex and Plaintiff, Plaintiff is the owner of the account receivables
26 relevant to this action.

27 ///

28 ///

1 7. Plaintiff alleges on information and belief, Defendant JULIAN
2 BAKERY INC, A CORPORATION is a California corporation and maintains a
3 principal place of business is a in the State of California, located at 3525 Del Mar
4 Heights Road, San Diego, C alifornia 92130.

5
6

COUNT ONE

7 8. Plaintiff re-alleges and incorporates by reference the allegations of
8 paragraphs 1-7, inclusive, as though fully set forth herein.

9 9. Between in or about June 14, 2013 and November 15, 2013, FedEx
10 and/or its related entities agreed to provide Defendant with transportation
11 services (the "Services"), including picking up, transporting and delivering
12 packages, letters and/or documents at defendant's special instance and request.

13 10. In connection with the provision of the Services, defendant
14 established a credit account whereby the price for the Services requested by
15 Defendant was charged and accrued to Defendant's account.

16 11. For each Service requested by defendant, a shipping document was
17 generated whereby Defendant agrees to be bound by the terms and conditions of
18 the shipping documents, the FedEx Service Guide and any published tariffs.

19 12. In the relevant time period described above, the Services were duly
20 rendered in accordance with the shipping documents and the FedEx Service
21 Guide.

22 13. For each of the Services rendered, Defendant was sent an invoice.

23 14. The total amount of such invoices is \$241,274.27.

24 15. Demand for payment has been duly made by Plaintiff.

25 16. Defendant has failed and refused to pay the invoices totaling
26 \$241,274.27.

27 ///
28 ///

1 17. The terms and conditions of the shipping documents and the FedEx
2 Service Guide provide that customers are responsible for costs of collection,
3 including, but not limited to, collection agency fees, interest and court costs.

4 18. By reason of the foregoing, Plaintiff has been damaged in the
5 amount of \$241,274.27, plus interest from November 15, 2013.

6

7

COUNT TWO

8 19. Plaintiff repeats and re-alleges paragraphs 1 through 18, inclusive,
9 as though more fully set forth herein at length.

10 20. Prior hereto, an account was stated between Plaintiff and Defendant
11 for the stated amount of each such invoice as well as the total amount of all of the
12 invoices, and upon the account stated it was found that there was due to Plaintiff
13 from Defendant the sum of \$241,274.27.

14 21. Defendant did not object to said statement and the sum stated
15 remains unpaid, although the same has been demanded.

16 22. By reason of the foregoing, Plaintiff has been damaged in the
17 amount of \$241,274.27, plus interest from November 15, 2013.

18

19

PRAYER FOR RELIEF

20 WHEREFORE, Plaintiff prays for judgment in its favor and against
21 Defendants, and each of them, as follows:

- 22 1. For damages in the principal sum of \$241,274.27;
23 2. For interest thereon at the rate of 10% per annum, from November
24 15, 2013;
25 3. For costs of suit incurred herein;
26 4. For such other and further relief as this court may deem just and
27 proper.

28 ///

1 Dated: August 21, 2014

THE GUERRINI LAW FIRM

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: /s/ John D. Guerrini
John D. Guerrini
Attorneys for Plaintiff

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues in this action.