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10 Attorneys for Defendant
11 Target Corporation

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 CINNAMON MILLS, individually, on a
15 representative basis, and on behalf of all
16 others similarly situated;

17 Plaintiff,

18 vs.

19 TARGET CORPORATION, a
20 Minnesota corporation, and DOES 1
21 through 20, inclusive;

22 Defendants.

No. _____

**DEFENDANT TARGET
CORPORATION'S NOTICE OF
REMOVAL OF CIVIL ACTION**

Riverside County Superior Court,
No. RIC2001622

1 To the Clerk of the Court, plaintiff Cinnamon Mills and plaintiff's attorneys of
2 record:

3 PLEASE TAKE NOTICE that defendant Target Corporation ("Target") hereby
4 removes this action from the Superior Court of California in and for the County of
5 Riverside (the "Superior Court") to this Court, based on diversity of citizenship
6 jurisdiction under 28 U.S.C. section 1332 (as amended by the Class Action Fairness Act
7 of 2005 ("CAFA"), Pub. L. 109-2, § 4(a), 119 Stat. 9). In support of removal, Target
8 alleges as follows:

9 1. On June 10, 2020, plaintiff Cinnamon Mills commenced a putative class
10 action in the Superior Court entitled: "*Cinnamon Mills, individually, on a representative*
11 *basis, and on behalf of all others similarly situated; Plaintiff, vs. Target Corporation, a*
12 *Minnesota corporation; and DOES 1 through 20, inclusive; Defendants,*"
13 No. RIC2001622 (the "Action"). A true copy of the complaint in the Action (the
14 "Complaint" or "Cmplt.") is attached to this notice as Exhibit A. The allegations in the
15 Complaint are incorporated into this notice by reference without admitting the truth of
16 any of them.

17 2. The Complaint asserts three causes of action for (1) failure to pay vested
18 vacation; (2) failure to timely pay final wages; and (3) unfair and unlawful competition.
19 Plaintiff purports to bring these claims on behalf of herself and a class of "all other
20 similarly situated former non-exempt employees that were employed by Defendants in
21 the State of California that (a) received shift differential pay, (b) had vested vacation
22 owed upon separation of employment, and (c) upon separation of employment, were paid
23 for vested vacation at a rate that did not include the shift differential pay [the 'Putative
24 Class']" for the time period from June 10, 2016, to the date of class certification (the
25 "Class Period"). (Cmplt., ¶¶ 1, 19, 20.)

26 3. On behalf of herself and the Putative Class, plaintiff seeks to recover unpaid
27 vacation wages, waiting-time penalties and attorneys' fees under California Labor Code
28 sections 227.3 and 203. (Cmplt., ¶ 37, 39, 34; Prayer, ¶¶ 4, 5, 8, 9.)

1 4. Additionally, Plaintiff seeks on behalf of herself and the Putative Class
2 “restitution of the wages withheld and retained by Defendants during a period that
3 commences four years prior to the filing of this complaint; a permanent injunction
4 requiring Defendants to pay all outstanding wages due to Plaintiff and Representative
5 Employees; an award of attorneys’ fees pursuant to California Code of Civil Procedure
6 § 1021.5 and other applicable laws; and an award of costs.” (Cmplt. ¶ 57.)

7 5. On June 23, 2020, plaintiff effected service of process on Target of the
8 summons and the Complaint. Attached to this notice as Exhibit B are true copies of the
9 summons and all other papers Target has received in the Action besides the Complaint.

10 6. No other defendant is named in the Complaint and Target is informed and
11 believes that no other defendant has been served with process in this Action.

12 7. This notice of removal is effected properly and timely pursuant to 28 U.S.C.
13 section 1446(b).

14 8. Notice of this removal will promptly be given to both plaintiff and the
15 Superior Court pursuant to 28 U.S.C. section 1446(d).

16 9. Venue of this Action exists in this District pursuant to 28 U.S.C. section
17 1441(a) because the Superior Court is located within this District.

18 **Removal Is Proper Under CAFA**

19 10. The Action is properly removed to this Court under the amended rules for
20 diversity of citizenship jurisdiction under CAFA. CAFA amended 28 U.S.C.
21 section 1332 to provide that a putative class action is removable to federal court if (a) any
22 member of a class of plaintiffs is a citizen of a state different from any defendant; (b) the
23 proposed class members number at least 100; and (c) the amount in controversy exceeds
24 \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d). Each of these
25 requirements is met in this Action.

26 ***The Citizenship of the Parties Is Diverse***

27 11. Target is informed and believes that plaintiff is now, and was at the time the
28 Action was commenced, a citizen of the State of California within the meaning of

1 28 U.S.C. section 1332(a). (See Cmplt., ¶ 13: “Plaintiff and Class Representative
2 Cinnamon Mills was employed by Defendants from approximately 2016 through May
3 2020, and performed work for Defendants in Riverside County, California.”)

4 12. Target is now, and was at the time the Action was commenced, a citizen of a
5 state other than the State of California within the meaning of 28 U.S.C.
6 section 1332(c)(1) because Target is now, and was at the time the Action was
7 commenced, a corporation organized under the laws of the State of Minnesota with its
8 principal place of business in the State of Minnesota. (Declaration of Michael Brewer in
9 Support of Target Corporation’s Notice of Removal of Civil Action (“Brewer Decl.”),
10 ¶ 3.) The majority of Target’s executive and administrative functions are performed, and
11 the majority of Target’s executive and administrative officers are located, in the State of
12 Minnesota. (*Id.*)

13 13. Target is the only named defendant named in this Action. The presence of
14 Doe defendants has no bearing on diversity with respect to removal. See 28 U.S.C.
15 § 1441(b)(1) (“In determining whether a civil action is removable on the basis of the
16 jurisdiction under section 1332(a) of this title, the citizenship of defendants sued under a
17 fictitious name shall be disregarded.”). Accordingly, no named defendant is a citizen of
18 California, in which state this Action was filed, and there is complete diversity of
19 citizenship between the parties.

20 ***The Proposed Class Members Number at Least 100***

21 14. Since June 10, 2016, the commencement of the liability period alleged by
22 plaintiff, Target has employed at least 24,261 members of the Putative Class.
23 (Declaration of Dr. Paul F. White in Support of Notice of Removal of Civil Action
24 (“White Decl.”), ¶ 8.) Accordingly, the requirement that the proposed class members
25 number at least 100 is satisfied.

26 ***The Amount in Controversy Exceeds \$5,000,000***

27 15. The amount in controversy exceeds the sum of \$5,000,000, exclusive of
28 interest and costs.

1 16. As noted above, plaintiff bring claims under both sections 227.3 and 203 of
2 the California Labor Code on behalf of herself and the Putative Class.

3 17. California Labor Code section 227.3 provides in part:

4 ... whenever a contract of employment or employer policy provides for paid
5 vacations, and an employee is terminated without having taken off his vested
6 vacation time, all vested vacation shall be paid to him as wages at his final
7 rate in accordance with such contract of employment or employer policy
8 respecting eligibility or time served ...”

9 18. In a case of willful failure to pay final wages upon termination, as plaintiff
10 alleges here, California Labor Code section 203 imposes a waiting-time penalty equal to
11 the employee’s daily wage rate for a maximum of 30 days. Cal. Lab. Code § 203(a).
12 These penalties are calculated as an employee’s final daily rate of pay (*i.e.*, the
13 employee’s final wage rate times the employee’s average shift length) times the number
14 of days of waiting-time penalties (up to 30 days). *See id.*; *Mamika v. Barca*, 68 Cal. App.
15 4th 487, 491-93 (1998).

16 19. To calculate the waiting-time penalties placed at issue by plaintiff’s
17 allegations, Target retrieved the following data that it accurately creates and maintains in
18 the regular course of its business and according to its regular practices: (a) the
19 employment history of members of the Putative Class, including their Target team
20 member ID, positions held and termination dates; (b) work-scheduling data for members
21 of the Putative Class during the Class Period; and (c) wage-rate data (including data
22 pertaining to shift differential pay) for members of the Putative Class during the Class
23 Period. (Brewer Decl., ¶ 5.)

24 20. Using these data, Target’s labor economist, Dr. Paul F. White of Resolution
25 Economics Group, LLC, calculated the amount placed at issue by plaintiff’s allegations
26 using the following information and methodology:

27 a. First, for 24,261 members of the Putative Class, Dr. White assumed
28 an average shift length of 4 hours between June 10, 2016, and the date

1 on which the team member's employment ended. (White Decl., ¶ 8.)

2 b. Dr. White then assumed that each team member was entitled to up 30
3 days' worth of waiting-time penalties based on plaintiff's allegations
4 discussed above. (*Id.*)

5 c. Dr. White next calculated the alleged waiting-time penalties for each
6 team member by multiplying the team member's final hourly rate of
7 pay by 4 hours and multiplying the resulting amount by 30 days. (*Id.*)

8 d. Summing the results yielded \$41,303,901 as the amount placed in
9 controversy by plaintiff's claim for waiting-time penalties. (White
10 Decl., ¶ 9.)

11 21. The calculations above do not account for plaintiff's remaining claims for
12 the unpaid vacation wages allegedly owed (based on the difference between the base
13 hourly rate and the shift-differential rate), restitution or attorneys' fees. Taking those
14 amounts into account would only increase the amount in controversy.

15 22. Accordingly, there is no question that the amount in controversy exceeds the
16 jurisdictional threshold.

17 23. In setting forth these calculations, Target does not admit that plaintiff or any
18 other person was not paid all of her or his final wages upon termination, or that Target
19 engaged in unfair and unlawful competition; or that Target is liable to plaintiff or any
20 other person in any amount or for any relief. On the contrary, Target denies that it is
21 liable to plaintiff or any other person in any amount and for any relief.

22 24. Based on the foregoing, all requirements under 28 U.S.C. section 1332(d)
23 are satisfied and the Action may be removed to this Court on grounds of diversity of
24 citizenship jurisdiction under CAFA.

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1 Dated: July 22, 2020.

2 JEFFREY D. WOHL
3 BRANDON E. HUGHES
4 PAUL HASTINGS LLP

5 By: /s/ Jeffrey D. Wohl
6 Jeffrey D. Wohl
7 Attorneys for Defendant
8 Target Corporation
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EXHIBIT A

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County of Riverside
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V. Lupercio
Electronically Filed

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

CINNAMON MILLS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

TARGET CORPORATION, a Minnesota
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: **RIC2001622**

CLASS ACTION COMPLAINT

- (1) Failure to Pay Vested Vacation;
- (2) Failure to Timely Pay Final Wages; and
- (3) Unfair and Unlawful Competition

Plaintiff Cinnamon Mills ("Plaintiff"), on behalf of herself, on a representative basis, and on behalf of others similarly situated, complains and alleges as follows.

I. INTRODUCTION AND GENERAL ALLEGATIONS

1. Plaintiff brings this action against her former employers, Defendants Target Corporation and/or DOES 1 through 20, inclusive, (collectively, "Defendants") on behalf of herself and all other similarly situated former non-exempt employees that were employed by Defendants in the State of California that (a) received shift differential pay, (b) had vested vacation owed upon separation of employment, and (c) upon separation of employment, were

1 paid for vested vacation at a rate that did not include the shift differential pay (hereinafter, the
2 “Class” or “Represented Employees”).

3 2. Plaintiff alleges that the Represented Employees were subjected to violations of
4 the Labor Code stemming from Defendants’ failure to pay vested vacation at the “final rate” of
5 pay pursuant to Labor Code § 227.3, as well as the corresponding failure to timely pay all wages
6 due and owing upon separation of employment pursuant to Labor Code §§ 201 – 203.

7 3. Plaintiff was employed by Defendants from approximately 2016 through May
8 2020.

9 4. Plaintiff alleges on information and belief that the Represented Employees were
10 subjected to the same policies, working conditions, and corresponding wage and hour violations
11 to which Plaintiff was subjected during her employment.

12 5. At all relevant times, Defendants utilized a policy and practice through which
13 Plaintiff and the Represented Employees accrued vacation and/or PTO hours (collectively,
14 “vacation hours”). However, on the occasions when Plaintiff and the Represented Employees
15 had accrued but unused vacation hours upon separation of employment, Defendants failed to pay
16 for these earned wages at the “final rate” as required by Labor Code § 227.3.

17 6. To illustrate, at the time of (and leading up to) Plaintiff’s termination, she was
18 paid a base hourly rate plus additional hourly compensation in the form of shift differential pay
19 (e.g., “Temp Pay Differential”). However, despite that Plaintiff’s “final rate” at the time of her
20 termination was comprised of her base hourly rate plus the shift differential, Defendants paid
21 Plaintiff’s accrued and unused vacation at only the base hourly rate.

22 7. As a result, Plaintiff and the Represented Employees did not receive
23 compensation for all accrued but unused vacation hours at the “final rate” upon separation of
24 employment – in violation of Labor Code § 227.3.

25 8. Additionally, because of the failure to pay vested vacation at the proper rate of
26 pay, Defendants failed to pay all wages due and owing to Plaintiff and the Represented
27 Employees upon separation of employment, in violation of Labor Code §§ 201 – 203.
28

1 9. Plaintiff brings this lawsuit seeking declaratory, injunctive, and monetary relief
2 against Defendants and each of them, on behalf of herself and the Represented Employees to
3 recover, among other things, all unpaid wages, statutory penalties, attorneys' fees and costs
4 pursuant to California Labor Code §§ 201 – 203 and 227.3, among possibly other sections
5 inadvertently omitted. Plaintiff also reserves the right to name additional representatives
6 throughout the State of California.

7 10. Pursuant to Labor Code § 2699.3(a), on June 10, 2020, Plaintiff gave written
8 notice by online filing to the Labor and Workforce Development Agency ("LWDA") and by
9 certified mail to Defendants of the specific provisions of the Labor Code alleged to have been
10 violated, including the facts and theories to support the alleged violations. The waiting period
11 imposed by Labor Code § 2699.3(a)(2)(A) has not yet elapsed. In accordance with Labor Code §
12 2699(g)(1), Plaintiff reserves the right to amend this complaint or bring a separate complaint
13 within 60 days of: 1) receipt of notice from the LWDA that it does not intend to investigate the
14 alleged violation, or 2) if no notice is provided by the LWDA. Pursuant to Labor Code §
15 2699.3(a)(2)(C), "[n]otwithstanding any other provision of law, a plaintiff may as a matter of
16 right amend an existing complaint to add a cause of action arising under this part at any time
17 within 60 days of the time periods specified in this part."

18 **II. JURISDICTION**

19 11. This Court has jurisdiction over the claims for relief of Plaintiff and the
20 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

21 **III. VENUE**

22 12. Venue as to each Defendant is proper in this Court, pursuant to Code of Civil
23 Procedure § 395(a) and 395.5. Defendants transact business in Riverside County and the
24 unlawful acts alleged herein have a direct effect on Plaintiff and the Represented Employees in
25 Riverside County. Furthermore, Defendants employed or employ Plaintiff and Represented
26 Employees in Riverside County.

27
28 ///

1 **IV. PARTIES**

2 **Plaintiff**

3 13. Plaintiff and Class Representative Cinnamon Mills was employed by Defendants
4 from approximately 2016 through May 2020, and performed work for Defendants in Riverside
5 County, California.

6 **Defendants**

7 14. Plaintiff is informed and believes and thereon alleges that Defendant Target
8 Corporation is a Minnesota Corporation authorized to and doing business in Riverside County,
9 California, and is and/or was the legal employer of Plaintiff and the Represented Employees
10 during the applicable statutory periods.

11 15. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
12 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 10,
13 inclusive, but on information and belief alleges that those Defendants are legally responsible for
14 the payment of penalties and damages to Plaintiff and all Represented Employees by virtue of
15 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
16 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
17 Defendants when ascertained.

18 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
19 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,
20 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of
21 each Defendant are legally attributable to the other Defendants. On information and belief, a
22 unity of interest and ownership between each Defendant exists such that all Defendants acted as
23 a single employer of Plaintiff and other similarly situated employees.

24 **V. CLASS ACTION ALLEGATIONS**

25 17. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
26 alleged herein.

27 18. Plaintiff brings this action on behalf of herself and all others similarly situated as
28 a class action pursuant to Code of Civil Procedure § 382.

1 19. The relevant time period for this class action is defined as the time period
2 beginning four years prior to the filing of this action until class certification (the "Relevant Time
3 Period").

4 20. The Class, also referred to as the "Represented Employees," that Plaintiff seeks to
5 represent is defined as follows:

6 All former non-exempt employees that were employed by
7 Defendants in the State of California that, during the Relevant
8 Time Period, (a) received shift differential pay, (b) had vested
9 vacation owed upon separation of employment, and (c) upon
10 separation of employment, were paid for vested vacation at a rate
11 that did not include the shift differential pay.

12 21. Plaintiff reserves the right to amend or modify the class description with greater
13 specificity or further division into subclasses or limitation to particular issues as appropriate.

14 22. Plaintiff, as Class Representative, is a member of the class that she seeks to
15 represent.

16 23. This action has been brought and may properly be maintained as a class action
17 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
18 litigation and the proposed class is easily ascertainable from Defendants' personnel and payroll
19 records.

20 24. **Numerosity:** The potential members of the Class as defined are so numerous that
21 a joinder of all Represented Employees is impracticable. Although the exact number is currently
22 unknown to Plaintiff, this information is easily ascertainable from Defendants' payroll and
23 personnel records.

24 25. **Commonality:** There are questions of law and fact common to the class which
25 predominate over any questions affecting only individual members of the class, including
26 without limitation:
27
28

i. Whether Defendants violated the California Labor Code by failing to compensate Plaintiff and the Represented Employees for all accrued but unused vacation hours at the “final rate” of pay upon separation of employment;

ii. Whether Defendants violated the California Labor Code by failing to pay all wages due upon separation of employment between Defendants and the Represented Employees, whether such separation was voluntary or involuntary

iii. Whether Defendants violated California Business & Professions Code §§ 17200 *et seq.* due to the failure to pay vested vacation upon separation of employment and failure to pay all wages owed upon separation of employment;

iv. Whether Defendants violated § 17200 *et seq.* of the California Business and Professions Code and, without limitation, California Labor Code §§ 201, 202, 203, and 227.3, among possibly other sections inadvertently omitted, and the applicable IWC Wage Order, which violations constitute false, fraudulent, unlawful, unfair and deceptive business practices; and

v. Whether Plaintiff and Represented Employees are entitled to relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

26. **Typicality:** Plaintiff’s claims, as the Class Representative, are typical of the claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants’ ongoing Labor Code and Wage Order violations including those pertaining to the failure to pay vested vacation and failure to pay all wages owed upon separation of employment, and Plaintiff further seeks the same types of damages, penalties, and other relief on the same theories and legal grounds as the members of the Class that she seeks to represent.

27. **Adequacy of Representation.** Plaintiff, as the Class Representative, will fairly and adequately represent and protect the interests of the Class. Plaintiff’s interests are not in conflict with those of the Class. Class Representatives’ counsel are competent and experienced in litigating large employment class actions and other complex litigation matters, including cases like this case.

1 28. **Superiority of Class Action.** Class certification is appropriate because a class
 2 action is superior to other available means for the fair and efficient adjudication of this
 3 controversy. Individual joinder of all Represented Employees is not practicable, and questions of
 4 law and fact common to the Class predominate over any questions affecting only individual
 5 members of the Class. Each Represented Employee has been damaged and is entitled to
 6 recovery by reason of Defendants' illegal policies and practices set forth above. Class action
 7 treatment will allow those similarly situated persons to litigate their claims in the manner that is
 8 most efficient and economical for the parties and the judicial system.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY VESTED VACATION ON SEPARATION OF EMPLOYMENT**

11 (Labor Code § 227.3)

12 29. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
 13 alleged herein.

14 30. Plaintiff and the Represented Employees were employees of Defendants who did
 15 not receive proper protections and benefits of the laws governing the payment of vested vacation
 16 time and/or paid time off upon separation of employment.

17 31. Pursuant to Labor Code § 227.3, an employer that has implemented a paid
 18 vacation, paid time off, or compensated time off policy must, upon an employee's separation
 19 from employment, pay to the employee all vested but unused vacation and/or paid time off at her
 20 final rate of pay.

21 32. At all relevant times, Defendants utilized a policy and practice through which
 22 Plaintiff and the Represented Employees accrued vacation hours. However, on the occasions
 23 when Plaintiff and the Represented Employees had accrued but unused vacation hours upon
 24 separation of employment, Defendants failed to pay for these earned wages at the "final rate" as
 25 required by Labor Code § 227.3.

26 33. To illustrate, at the time of (and leading up to) Plaintiff's termination, she was
 27 paid a base hourly rate plus additional hourly compensation in the form of shift differential pay
 28 (e.g., "Temp Pay Differential"). However, despite that Plaintiff's "final rate" at the time of her

1 termination was comprised of her base hourly rate plus the shift differential, Defendants paid
 2 Plaintiff's accrued and unused vacation at only the base hourly rate.

3 34. As a result, Plaintiff and the Represented Employees did not receive
 4 compensation for all accrued but unused vacation hours at the "final rate" upon separation of
 5 employment – in violation of Labor Code § 227.3.

6 35. At all relevant times herein, Defendants failed to pay the Represented Employees,
 7 including Plaintiff, all vested but unused vacation time and/or paid time off upon separation from
 8 employment, thereby receiving an economic benefit.

9 36. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
 10 them, knowingly refused to perform their obligations to compensate the Represented Employees
 11 for all vested but unused vacation time and/or paid time off upon separation from employment.

12 37. As a result of Defendants' violations of Labor Code § 227.3, Plaintiff and the
 13 Represented Employees seek to recover the unpaid vacation hours, as well as penalties, interest,
 14 attorneys' fees, and costs as permitted under California law.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO TIMELY PAY FINAL WAGES**

17 (Labor Code §§ 201 – 203)

18 38. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
 19 alleged herein.

20 39. Plaintiff and the Represented Employees are and/or were former employees of
 21 Defendants who did not receive proper protections and benefits of the laws governing the timing
 22 and payment of wages upon separation of employment.

23 40. Labor Code § 201 requires that the employer immediately pay any wages, without
 24 abatement or reduction, to any employee who is discharged.

25 41. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
 26 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
 27 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.
 28

44. Plaintiff alleges that, at all times material to this action, Defendants had a planned pattern and practice of failing to timely pay Plaintiff and the Represented Employees all wages due and owing upon separation of employment as required by Labor Code §§ 201 and 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Represented Employees the above-described waiting time penalty, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

(Business and Professions Code § 17200 *et seq.*)

48. As alleged herein, Defendants engaged in conduct that violated California's wage and hour laws, including failure to pay vested vacation hours at the final rate of pay upon

1 separation of employment, as well as the failure to timely pay all wages owed upon separation of
2 employment, all to decrease their costs and increase their profits.

3 49. At all times relevant herein, Defendants did not pay Plaintiff and the Represented
4 Employees wages and monies and other financial obligations to which they were entitled.

5 50. As a result of Defendants' failure to comply with the Labor Code and IWC
6 Orders, Represented Employees, including Plaintiff, suffered a loss of wages and monies, all in
7 an amount to be shown according to proof at trial. Defendants' ongoing violations of the
8 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

9 51. Defendants' violations of the California Labor Code and IWC Wage Orders and
10 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business
11 practices because it was done in a systematic manner over a period of time to the detriment of the
12 Plaintiff and all others similarly-situated.

13 52. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
14 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.
15 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
16 Code of Civil Procedure § 1021.5.

17 53. A violation of California Business & Professions Code § 17200, *et seq.* may be
18 predicated on the violation of any state or federal law. All of the acts described herein as
19 violations of, among other things, the California Labor Code and IWC Wage Orders, are
20 unlawful and in violation of public policy, and constitute unfair, unlawful and/or fraudulent
21 business practices in violation of California Business and Professions Code §§ 17200, *et seq.*

22 54. Plaintiff, individually, and on behalf of the Represented Employees, has no plain,
23 speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a
24 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of
25 the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually,
26 and on behalf of the Represented Employees, has suffered and will continue to suffer irreparable
27 harm unless Defendants, and each of them, are restrained from continuing to engage in said
28 unfair, unlawful and/or fraudulent business practices.

55. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to, and does, seek such relief as may be necessary to disgorge the profits which Defendants have acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Represented Employees are not obligated to establish individual knowledge of the unfair practices of Defendants in order to recover restitution.

56. Plaintiff, individually, and on behalf of the Represented Employees, is further entitled to and does seek a declaration that the above described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

57. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and the Represented Employees are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Represented Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, on a representative basis, and on behalf of the Represented Employees, prays for judgment and relief against Defendants, jointly and severally, as follows:

1. That the First through Third Causes of Action be certified as a class action;
2. That Plaintiff be appointed as Class Representative;
3. That counsel for Plaintiff be appointed Class Counsel;
4. For all applicable statutory penalties recoverable under the First through Third Causes of Action to the extent permitted by law, including those pursuant to Labor Code and Orders of the Industrial Welfare Commission;

1 5. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
2 law, including those pursuant to the Labor Code;

3 6. For injunctive relief and/or restitution as provided by the Labor Code and
4 Business and Professions Code § 17200, *et seq.*;

5 7. For a declaratory judgment that Defendants have violated Labor Code §§ 201,
6 202, 203, and 227.3, among other sections inadvertently omitted;

7 8. For an award of damages in the amount of unpaid compensation including, but
8 not limited to, unpaid vested vacation wages and penalties according to proof, including interest
9 thereon;

10 9. For pre- and post-judgment interest; and

11 10. For such other relief as the Court deems just and proper.


12 **DEMAND FOR JURY TRIAL**

13 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, hereby
14 demands a jury trial as to the First through Third Causes of Action pled herein.

15
16 Dated: June 10, 2020

FERNANDEZ & LAUBY LLP

17
18 BY:



Brian J. Mankin, Esq.
Peter J. Carlson, Esq.
Attorneys for Plaintiff

EXHIBIT B

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TARGET CORPORATION, a Minnesota Corporation; and DOES 1 through 20, inclusive;

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

CINNAMON MILLS, individually, on a representative basis, and on behalf of all others similarly situated;

FILED
Superior Court of California
County of Riverside
6/10/2020
V. Lupercio
Electronically Filed

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Riverside Superior Court
4050 Main Street
Riverside, CA 92501

CASE NUMBER:
(Número del Caso): **RIC2001622**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Brian J. Mankin, Esq., FERNANDEZ & LAUBY LLP, 4590 Allstate Dr, Riverside, CA 92501; 951-320-1444

DATE:
(Fecha) **6/10/2020**

Clerk, by
(Secretario) *V. Lupercio*, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): *Target Corporation, a Minnesota Corporation*
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Brian J. Mankin, Esq. [CSB: 216228]; Peter J. Carlson, Esq. [CSB: 295611] FERNANDEZ & LAUBY LLP 4590 Allstate Drive Riverside, CA 92501 TELEPHONE NO.: 951-320-1444 FAX NO.: 951-320-1445 ATTORNEY FOR (Name): bjm@fernandezlauby.com; pjc@fernandezlauby.com		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> Superior Court of California County of Riverside 6/10/2020 V. Lupercio Electronically Filed	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92501 BRANCH NAME: Central District			
CASE NAME: MILLS vs. TARGET CORPORATION			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)		<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
<input checked="" type="checkbox"/> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">RIC2001622</div>	
JUDGE:		DEPT:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): THREE

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 6/10/2020

Peter J. Carlson, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition



SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

www.riverside.courts.ca.gov

Self-represented parties: <http://riverside.courts.ca.gov/selfhelp/self-help.shtml>

**ALTERNATIVE DISPUTE RESOLUTION (ADR) –
INFORMATION PACKAGE**

(California Rules of Court, Rule 3.221; Local Rule, Title 3, Division 2)

***** THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE
ON EACH PARTY WITH THE COMPLAINT. *****

What is ADR?

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration and settlement conferences.

Advantages of ADR:

- ⌚ Faster: ADR can be done in a 1-day session within months after filing the complaint.
- ⌚ Less expensive: Parties can save court costs and attorneys' and witness fees.
- ⌚ More control: Parties choose their ADR process and provider.
- ⌚ Less stressful: ADR is done informally in private offices, not public courtrooms.

Disadvantages of ADR:

- ⌚ No public trial: Parties do not get a decision by a judge or jury.
- ⌚ Costs: Parties may have to pay for both ADR and litigation.

Main Types of ADR:

Mediation: In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

Mediation may be appropriate when the parties:

- ⌚ want to work out a solution but need help from a neutral person; or
- ⌚ have communication problems or strong emotions that interfere with resolution; or
- ⌚ have a continuing business or personal relationship.

Mediation is not appropriate when the parties:

- ⌚ want their public "day in court" or a judicial determination on points of law or fact;
- ⌚ lack equal bargaining power or have a history of physical/emotional abuse.

Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Arbitration may be appropriate when the parties:

- want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- do not want to risk going through both arbitration and trial (Judicial Arbitration)
- do not want to give up their right to trial (binding arbitration)

Settlement Conferences: Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS

ADR Information and forms are posted on the ADR website: <http://riverside.courts.ca.gov/adr/adr.shtml>

General Policy:

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

Court-Ordered ADR:

Certain cases valued at under \$50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the "Court-Ordered Mediation Information Sheet" on the ADR website for more information.

Private ADR (for cases not ordered to arbitration or mediation):

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the "Private Mediation Information Sheet" on the ADR website for more information.

BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
 - Your preferences for mediation or arbitration.
 - Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached "Stipulation for ADR" along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:

- The Court's Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See <http://adr.riverside.courts.ca.gov/adr/civil/panelist.php> or ask for the list in the civil clerk's office, attorney window.
- Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):
 - Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015
 - Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE <input type="checkbox"/> Banning - 135 N. Alessandro Road, Banning, CA 92220 <input type="checkbox"/> Hemet - 880 N. State Street, Hemet, CA 92543 <input type="checkbox"/> Indio - 46-200 Oasis Street, Indio, CA 92201 <input type="checkbox"/> Riverside - 4050 Main Street, Riverside, CA 92501 <input type="checkbox"/> Temecula - 41002 County Center Drive, Bldg. C - Suite 100, Temecula, CA 92591	
PLAINTIFF(S): _____ DEFENDANT(S): _____	CASE NUMBER: _____
STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR) (CRC 3.2221; Local Rule, Title 3, Division 2)	CASE MANAGEMENT CONFERENCE DATE(S): _____

Court-Ordered ADR:

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

☐ Mediation ☐ Judicial Arbitration (non-binding)

Private ADR:

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

☐ Mediation ☐ Judicial Arbitration (non-binding)
☐ Binding Arbitration ☐ Other (describe): _____

Proposed date to complete ADR: _____

SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.

PRINT NAME OF PARTY OR ATTORNEY

☐ Plaintiff ☐ Defendant

SIGNATURE OF PARTY OR ATTORNEY

DATE

PRINT NAME OF PARTY OR ATTORNEY

☐ Plaintiff ☐ Defendant

SIGNATURE OF PARTY OR ATTORNEY

DATE

PRINT NAME OF PARTY OR ATTORNEY

☐ Plaintiff ☐ Defendant

SIGNATURE OF PARTY OR ATTORNEY

DATE

PRINT NAME OF PARTY OR ATTORNEY

☐ Plaintiff ☐ Defendant

SIGNATURE OF PARTY OR ATTORNEY

DATE

☐ Additional signature(s) attached

Page 3 of 3

Brian J. Mankin, Esq. [CSB No. 216228]
Peter J. Carlson, Esq. [CSB No. 295611]
FERNANDEZ & LAUBY LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444
Fax: (951) 320-1445
bjm@fernandezlauby.com
pjc@fernandezlauby.com

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

CINNAMON MILLS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

TARGET CORPORATION, a Minnesota
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: RIC 2001622
*[Assigned to Honorable Judge Sunshine
Sykes, Dept 6, for all purposes]*

PROOF OF SERVICE OF NOTICE OF
ASSIGNMENT AND CASE
MANAGEMENT CONFERENCE

Complaint filed: 6/10/2020

I, Tracie Chiarito, am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 4590 Allstate Drive, Riverside, California 92501.

On June 30, 2020, I served the foregoing document(s) described as follows:

**PROOF OF SERVICE OF NOTICE OF ASSIGNMENT AND CASE MANAGEMENT
CONFERENCE**

[X] **(By Email)** I sent the above documents by electronic mail to each of the email addresses of the parties listed on the attached service list.

☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 30, 2020, Riverside, California.

☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

A handwritten signature in black ink, appearing to read "Tracie Chiarito", written over a horizontal line.

Tracie Chiarito, Declarant

SERVICE LIST

Jeffrey D. Wohl, Esq.
PAUL HASTINGS
101 California Street, 48th Floor
San Francisco, CA 94111
415-856-7255-direct
415-856-7000-main
415-856-7355-fax
jeffwohl@paulhastings.com
Attorneys for TARGET CORP.

\

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

4050 Main Street
Riverside, CA 92501
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT
AND CASE MANAGEMENT CONFERENCE (CRC 3.722)

CINNAMON MILLS VS TARGET

CASE NO. RIC2001622

This case is assigned to the Honorable Judge Sunshine S Sykes in Department 06 for all purposes. Effective April 30, 2019 this case will be re-assigned to the honorable Sunshine Sykes in Department 06.

The Case Management Conference is scheduled for 08/10/20 at 8:30 in Department 06.

Department 6 are located at 4050 Main St, Riverside, CA 92501.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See California Rules of Court, rule 1.100.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing NOTICE on this date, by depositing said copy as stated above.

Court Executive Officer/Clerk

V. Lupercio

by: _____

VERONICA P LUPERCIO, Deputy Clerk

Date: 06/17/20

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Former California Target Workers Were Underpaid for Unused Vacation Time](#)
