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16 UNITED STATES DISTRICT COURT
 17 CENTRAL DISTRICT OF CALIFORNIA

18 JOSEPH D. ORNELAS and RODNEY
 19 ALAN ROBINSON, JR., on behalf of
 20 themselves and all others similarly
 21 situated,

22 Plaintiffs,

23 vs.

24 TARGET CORPORATION, a
 25 Minnesota corporation, and DOES 1
 26 through 100, inclusive,

27 Defendants.

No. _____

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

San Bernardino County Superior Court,
 No. CIVDS1924533

1 To the Clerk of the Court, plaintiffs Joseph D. Ornelas and Rodney Alan Robinson,
2 Jr., and plaintiffs' attorneys of 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 San
5 Bernardino (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 August 19, 2019, plaintiffs Joseph D. Ornelas and Rodney Alan
10 Robinson, Jr., commenced a putative class action in the Superior Court entitled:
11 "*Joseph D. Ornelas and Rodney Alan Robinson, Jr., on behalf of themselves and all*
12 *others similarly situated, Plaintiffs, vs. Target Corporation, a Minnesota corporation;*
13 *and DOES 1 through 10, inclusive, Defendants,*" No. CIVDS1924533 (the "Action"). A
14 true copy of the complaint filed in the Action (the "Complaint" or "Cmplt.") is attached
15 as Exhibit A to this notice. The allegations in the Complaint are incorporated into this
16 notice by reference without admitting the truth of any of them.

17 2. The Complaint asserts three causes of action for (1) failure to pay overtime
18 compensation; (2) failure to provide itemized wage statements; and (3) failure to pay
19 waiting-time penalties. Plaintiffs purport to bring these claims on behalf of themselves
20 and a class of "all other persons similarly situated who worked for Target in a
21 Distribution Center in California between March 21, 2019 and the date of trial, as a non-
22 exempt hourly employee[.]" (Cmplt., ¶ 4.)

23 3. Plaintiffs seek to recover wage-statement penalties under California Labor
24 Code section 226 on behalf of "[a]ll persons who are employed or have been employed
25 by Defendants in California in a Distribution Center in a non-exempt position from
26 March 21, 2019 to the date of trial, that did not receive an itemized wage statement that
27 listed the correct straight and/ or [sic] overtime hours that the employee worked in the
28 pay period, and/or the correct gross and/or net wages earned." (Cmplt., ¶ 20 and Prayer,

1 ¶ 2.)

2 4. Plaintiffs also seek to recover waiting-time penalties under California Labor
3 Code section 203 on behalf of “[a]ll persons who are employed or were employed by
4 Defendants in California in a Distribution Center in a non-exempt position from
5 March 21, 2019 to the date of trial that did not receive all wages owed to them at the time
6 of their termination. (Cmplt., ¶¶ 18, 38.)

7 5. On August 22, 2019, plaintiffs effected service of process on Target of the
8 summons and the Complaint. A true copy of the summons and all other papers that
9 Target received from plaintiffs in this Action are attached to this notice as Exhibit B.

10 6. On August 23, 2019, the Superior Court issued an order setting the initial
11 case management conference for November 14, 2019, and ordering plaintiffs’ counsel to
12 serve the order on counsel for each defendant or, if defense counsel was not known, on
13 each defendant. A true and correct copy of the Superior Court’s order is attached to this
14 notice as Exhibit C.

15 7. On September 17, 2019, Target served plaintiffs with, and filed with the
16 Superior Court, its answer to the Complaint. A true and correct copy of the answer is
17 attached to this notice as Exhibit D.

18 8. No other defendant is named in the complaint in this Action and Target is
19 informed and believes that no other defendant has been served with process in this
20 Action.

21 9. This notice of removal is effected properly and timely pursuant to 28 U.S.C.
22 section 1446(b).

23 10. Notice of this removal will promptly be given to both plaintiffs and the
24 Superior Court pursuant to 28 U.S.C. section 1446(d).

25 11. Venue of this Action exists in this District pursuant to 28 U.S.C. section
26 1441(a) because the Superior Court is located within this District.

27 **Removal Is Proper Under CAFA**

28 12. The Action is properly removed to this Court under the amended rules for

1 diversity of citizenship jurisdiction under CAFA. CAFA amended 28 U.S.C.
2 section 1332 to provide that a putative class action is removable to federal court if (a) any
3 member of a class of plaintiffs is a citizen of a state different from any defendant; (b) the
4 proposed class members number at least 100; and (c) the amount in controversy exceeds
5 \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d). Each of these
6 requirements is met in this Action.

7 *The Citizenship of the Parties Is Diverse*

8 13. Target is informed and believes that plaintiffs are now, and were at the time
9 the Action was commenced, citizens of the State of California within the meaning of
10 28 U.S.C. section 1332(a). (*See* Cmpl., ¶ 1: “Representative Plaintiff Ornelas is an
11 individual who resides in California[.]”; “Representative Plaintiff Ornelas is an individual
12 who resides in California[.]”)

13 14. Target is now, and was at the time the Action was commenced, a citizen of a
14 state other than the State of California within the meaning of 28 U.S.C.
15 section 1332(c)(1) because Target is now, and was at the time the Action was
16 commenced, a corporation organized under the laws of the State of Minnesota with its
17 principal place of business in the State of Minnesota. (Declaration of Michael Brewer in
18 Support of Target Corporation’s Notice of Removal of Civil Action (“Brewer Decl.”),
19 ¶ 3.) The majority of Target’s executive and administrative functions are performed, and
20 the majority of Target’s executive and administrative officers are located, in the State of
21 Minnesota. (*Id.*)

22 15. Target is the only named defendant named in this Action. The presence of
23 Doe defendants has no bearing on diversity with respect to removal. *See* 28 U.S.C.
24 § 1441(b)(1) (“In determining whether a civil action is removable on the basis of the
25 jurisdiction under section 1332(a) of this title, the citizenship of defendants sued under a
26 fictitious name shall be disregarded.”). Accordingly, no named defendant is a citizen of
27 California, in which state this Action was filed, and there is complete diversity of
28 citizenship between the parties.

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

2 16. Since March 21, 2019, Target has employed at least 432 hourly-paid (non-
3 exempt) employees at its Distribution Center locations in the State of California.
4 (Declaration of Dr. Paul F. White in Support of Notice of Removal of Civil Action
5 (“White Decl.”), ¶ 9.) Accordingly, the requirement that the proposed class members
6 number at least 100 is satisfied.

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

8 17. The amount in controversy exceeds the sum of \$5,000,000, exclusive of
9 interest and costs.

10 Statutory Wage-Statement Penalties

11 18. California Labor Code section 226(a) requires an employer to furnish an
12 employee with an accurate, itemized wage statement at the time of the payment of wages,
13 and the wage statement must list accurately gross wages earned, total hours worked, net
14 wages earned, and applicable hourly rates in effect (among other things). Cal. Lab. Code
15 § 226(a). California Labor Code section 226(e), in turn, creates statutory penalties for a
16 knowing and intentional failure to issue a proper wage statement if the failure injures the
17 employee. *Id.* § 226(e). Those statutory penalties are \$50 per employee for the initial
18 pay period in which a wage-statement violation occurs and \$100 per employee for each
19 violation in a subsequent pay period. *Id.* The penalties are capped at \$4,000 per
20 employee. *Id.*

21 19. Plaintiffs purport to bring a claim for statutory penalties pursuant to
22 California Labor Code section 226 on behalf of themselves and an “Itemized Wage
23 Statement Class” comprising “[a]ll persons who are employed or have been employed by
24 Defendants in California in a Distribution Center in a non-exempt position from
25 March 21, 2019 to the date of trial, that did not receive an itemized wage statement that
26 listed the correct straight and/ or [sic] overtime hours that the employee worked in the
27 pay period, and/or the correct gross and/or net wages earned.” (Cmplt., ¶ 20 and Prayer,
28 ¶ 2.)

1 20. Plaintiffs allege that Target failed to pay overtime compensation, including
2 by “utiliz[ing] unlawful alternative workweek schedules in order to avoid paying lawfully
3 earned overtime.” (Cmplt., ¶ 30.) Plaintiffs further allege that, as a result of Target’s
4 alleged failure to pay overtime premiums for hours worked in excess of eight in a day or
5 shift, the wage statements provided by Target listed incorrect rates of pay, hours worked,
6 and earnings. (*Id.*, ¶ 13.) In other words, plaintiffs allege in part that all hourly team
7 members at Target’s California Distribution Centers who worked pursuant to an
8 alternative workweek schedule (“AWS”) and did not receive overtime compensation for
9 all hours worked in excess of eight in a day are members of the purported “Itemized
10 Wage Statement Class” and entitled to statutory wage-statement penalties.

11 21. To calculate the wage-statement penalties placed at issue by plaintiffs’
12 allegations, Target retrieved the following data that Target accurately creates and
13 maintains in the regular course of its business and according to its regular practices: (a) a
14 list of Distribution Center team members identifying the AWSs they have worked since
15 March 21, 2019, and the dates they worked pursuant to those AWSs; and (b) time-punch
16 data for those team members between March 21, 2019, and August 10, 2019. (Brewer
17 Decl., ¶¶ 7-10.)

18 22. Using these data, Target’s labor economist Dr. Paul F. White of Resolution
19 Economics Group, LLC, calculated the amount placed at issue by plaintiffs’ wage-
20 statement allegations using the following information and methodology.

- 21 a. Target’s workweek and corresponding pay period for hourly Distribution
22 Center team members in California runs from midnight on Sunday through
23 11:59 p.m. on the following Saturday. (Brewer Decl., ¶ 13.) If the time-
24 punch data for a team member shows that he or she worked at a Target
25 Distribution Center during a workweek, Target would have paid the team
26 member wages and issued him or her a wage statement within seven days
27 after the end of the workweek. (*Id.*) If a team member worked pursuant to
28 an AWS, then Target generally would pay him or her overtime

1 compensation for all hours worked in excess of ten in a day (*i.e.*, rather than
2 for all hours worked in excess of eight in a day), consistent with applicable
3 law. (*Id.*; *see also* Cal. Lab. Code § 511(a) (employees working pursuant to
4 AWS may work up to ten hours per day without payment of overtime
5 compensation).)

- 6 b. Based on this information and the allegations discussed above, Dr. White
7 assumed that if the time-punch records showed that a team member who
8 worked pursuant to an AWS worked in excess of eight hours in a day during
9 a workweek, then he or she received a defective wage statement that failed
10 to correctly display the team member's rates of pay, hours worked, and
11 earnings. (White Decl., ¶ 14.) Dr. White then applied the \$50 and \$100
12 penalty scheme from California Labor Code section 226(e), capping the
13 penalties at \$4,000 per team member. (*Id.*) Dr. White accordingly
14 calculated that the statutory wage-statement penalties placed in controversy
15 by the Complaint to be **\$8,444,500**. (*Id.*, ¶ 15.)

16 Waiting-Time Penalties

17 23. In a case of willful failure to pay final wages upon termination, as plaintiffs
18 allege here, California Labor Code section 203 imposes a waiting-time penalty equal to
19 the employee's daily wage rate for a maximum of 30 days. Cal. Lab. Code § 203(a).
20 These penalties are calculated as an employee's final daily rate of pay (*i.e.*, the
21 employee's final wage rate times the employee's average shift length) times the number
22 of days of waiting-time penalties (up to 30 days). *See id.*; *Mamika v. Barca*, 68 Cal. App.
23 4th 487, 491-93 (1998).

24 24. Plaintiffs purport to bring a claim for waiting-time penalties pursuant to
25 California Labor Code section 203 on behalf a "Waiting Time Penalties Class" class
26 comprising "[a]ll persons who are employed or were employed by Defendants in
27 California in a Distribution Center in a non-exempt position from March 21, 2019 to the
28 date of trial that did not receive all wages owed to them at the time of their termination."

1 (Cmplt., ¶¶ 17-18.)

2 25. Plaintiffs allege that Target failed to pay overtime compensation, including
3 by “utiliz[ing] unlawful alternative workweek schedules in order to avoid paying lawfully
4 earned overtime. (Cmplt., ¶ 30.) Plaintiffs further allege that Target “willfully failed and
5 refused to timely pay overtime compensation” to members of the purported class
6 members, and thus is liable to them for “waiting time penalties, together with costs, under
7 Labor Code section 203.” (*Id.*, ¶ 38.) That is, plaintiffs allege in part that all hourly team
8 members at Target’s California Distribution Centers who worked pursuant to an AWS
9 and did not receive overtime compensation for all hours worked in excess of eight in a
10 day, and whose employment ended between at least March 21, 2019, and July 20, 2019
11 (*i.e.*, 30 days before the Action was commenced), are entitled to a full 30 days’ worth of
12 waiting-time penalties.

13 26. To calculate the wage-statement penalties placed at issue by plaintiffs’
14 allegations, Target retrieved the following data that Target accurately creates and
15 maintains in the regular course of its business and according to its regular practices: (a) a
16 list of the Distribution Center team members whose employment has terminated since
17 March 21, 2019; (b) the final hourly rates of pay for those team members; (c) a list of
18 Distribution Center team members identifying the AWSs they have worked since
19 March 21, 2019, and the dates they worked pursuant to those AWSs; and (d) time-punch
20 data for those team members between March 21, 2019, and August 10, 2019. (Brewer
21 Decl., ¶¶ 5-12.)

22 27. Using these data, Dr. White calculated the waiting-time penalties placed at
23 issue by the Complaint as follows:

24 a. First, Dr. White used the time-punch data to verify that 432 terminated
25 Target Distribution Center team members in California, while working
26 pursuant to an AWS, worked in excess of eight hours in a day on or after
27 March 21, 2019, prior to the end of their employment. (White Decl., ¶ 9.)

28 b. Next, for each of the 432 team members, Dr. White calculated the length of

1 the team member's average shift worked while working pursuant to an AWS
2 between March 21, 2019, and the date on which the team member's
3 employment ended. (White Decl., ¶ 10(a).)

4 c. Dr. White then assumed that each of the 432 team members was entitled to
5 up to 30 days' worth of waiting-time penalties based on plaintiffs'
6 allegations discussed above. (White Decl., ¶ 10(b).)

7 d. Dr. White next calculated the alleged waiting-time penalties for each of the
8 432 team members by multiplying the team member's average shift length
9 by the team member's final hourly rate of pay and multiplying the resulting
10 amount by 30 days. (White Decl., ¶ 10(c).)

11 e. Summing the results yielded **\$2,160,045** as the amount placed in controversy
12 by plaintiffs' claim for waiting-time penalties. (White Decl., ¶¶ 10(d), 11.)

13 . . .

14 28. The sum of the amounts placed in controversy by plaintiffs' claims for
15 statutory wage-statement penalties and waiting-time penalties is **\$10,604,545**. (White
16 Decl., ¶ 16(c).)

17 29. The calculations above do not account for plaintiffs' remaining cause of
18 action for alleged unpaid overtime compensation or their request for attorneys' fees.
19 Taking those into account would only increase the amount in controversy.

20 30. Accordingly, there is no question that the amount in controversy exceeds the
21 jurisdictional threshold.

22 31. In setting forth these calculations, Target does not admit that plaintiffs or
23 any other person are owed any additional wages, that the wage statements they received
24 were non-compliant in any respect, or that they were not paid all of their final wages
25 upon termination; or that Target is liable to plaintiffs or any other person in any amount
26 or for any relief. On the contrary, Target denies that it is liable to plaintiffs or any other
27 person in any amount and for any relief.

28 32. Based on the foregoing, all requirements under 28 U.S.C. section 1332(d)

1 are satisfied and the Action may be removed to this Court on grounds of diversity of
2 citizenship jurisdiction under CAFA.

3 Dated: September 20, 2019.

JEFFREY D. WOHL
RYAN D. DERRY
ANNA M. SKAGGS
JEFFREY G. BRIGGS
PAUL HASTINGS LLP

7 By: /s/ Jeffrey D. Wohl
8 Jeffrey D. Wohl
9 Attorneys for Defendant
10 Target Corporation

EXHIBIT A

COPY

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 19 2019

15 Attorneys for Plaintiffs Joseph D. Ornelas and
16 Rodney Alan Robinson, Jr., on behalf of
17 themselves and all others similarly situated

BY Alma Vallejo Garcia
ALMA VALLEJO GARCIA, DEPUTY

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 **JOSEPH D. ORNELAS and RODNEY ALAN**
14 **ROBINSON, JR., on behalf of themselves and**
15 **all others similarly situated,**

16 **Plaintiffs,**

17 vs.

18 **TARGET CORPORATION, a Minnesota**
19 **Corporation; and DOES 1 through 10,**
20 **inclusive,**

21 **Defendants.**

Case No.

CIV DS 1924533

CLASS ACTION COMPLAINT FOR
DAMAGES AND PENALTIES

- 1. **FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF LABOR CODE §§ 510, 558, 1194, 1198;**
- 2. **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226; AND**
- 3. **FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE § 203.**

DEMAND FOR JURY TRIAL

1 Plaintiffs JOSEPH D. ORNELAS and RODNEY ALAN ROBINSON, JR. (“Representative
2 Plaintiffs”) allege as follows:

3 **PARTIES**

4 1. Representative Plaintiff Ornelas is an individual who resides in California and was
5 employed by defendant Target Corporation (hereinafter referred to as “Defendant” or “Target”) in
6 its Fontana, California Distribution Center during the Class Period. Representative Plaintiff
7 Robinson is an individual who resides in California and was employed by Defendant in its
8 Woodland, California Distribution Center during the Class Period.

9 2. Representative Plaintiffs are informed and believe, and based on such information
10 and belief, allege that at all times mentioned herein, Target was and is a corporation organized
11 under the laws of the State of Minnesota and authorized to do business and doing business
12 throughout the State of California and throughout the County of San Bernardino.

13 3. Representative Plaintiffs are unaware of the true names and capacities, whether
14 corporate or individual, or otherwise, of defendants named as DOES 1 through 10, inclusive.
15 Pursuant to California Code of Civil Procedure section 474, Representative Plaintiffs will seek
16 leave of court to amend this complaint to state said defendants’ true names and capacities when the
17 same have been ascertained. Representative Plaintiffs are informed and believe and based on such
18 information and belief allege that said fictitiously-named defendants are responsible in some
19 manner for the injuries and damages to Representative Plaintiffs and the putative class as further
20 alleged herein.

21 4. This is a Class Action Complaint, pursuant to California Code of Civil Procedure
22 section 382, on behalf of the Representative Plaintiffs and all other persons similarly situated who
23 worked for Target in a Distribution Center in California between March 21, 2019 and the date of
24 trial, as a non-exempt hourly employee (hereafter “Class Members”) for: (i) failure to pay overtime
25 compensation in violation of Labor Code sections 510, 558, 1194, and 1198; (ii) failure to provide
26 adequate itemized wage statements in violation of Labor Code section 226; and (iii) failure to pay
27 waiting time penalties in violation of Labor Code section 203.

28 ///

1 11. While employed with Defendants, Representative Plaintiffs and the putative Class
2 Members were regularly required to work shifts in excess of 8 hours without the payment of
3 overtime after 8 hours of work in day/shift.

4 12. Defendants have had a consistent policy of failing to pay for overtime hours after 8
5 hours of work in a day/shift by the Defendants' non-exempt hourly Distribution Center employees
6 in California in violation of California law.

7 13. Furthermore, Defendants' wage statements listed the incorrect rates of pay, hours
8 worked and incorrect earnings as a result of their failure to pay overtime after 8 hours of work in a
9 day/shift. Thus, the total gross and net earnings, as well as straight time and overtime hours listed
10 on the employees' pay stubs are incorrect as they do not include the correct number of straight or
11 overtime hours as the Defendants did not pay overtime after 8 hours in a day/shift even though
12 employees were regularly scheduled to work 10 hour and 12 hour shifts.

13 **CLASS ACTION ALLEGATIONS**

14 14. Representative Plaintiffs bring this action on behalf of themselves and all others
15 similarly situated as a class action pursuant to Section 382 of the Code of Civil Procedure.

16 15. Representative Plaintiffs seek to represent Classes composed of and defined as
17 follows:

18 16. **Failure to Pay Overtime Class.** All persons who are employed or have been
19 employed by Defendants in California in a Distribution Center in a non-exempt position that are or
20 were not paid overtime (including double time) for all work after 8 hours in a day/shift from March
21 21, 2019 to the date of trial.

22 17. Representative Plaintiffs also seek to represent a Class composed of and defined as
23 follows:

24 18. **Waiting Time Penalties Class.** All persons who are employed or were employed
25 by Defendants in California in a Distribution Center in a non-exempt position from March 21, 2019
26 to the date of trial that did not receive all wages owed to them at the time of their termination.

27 19. Representative Plaintiffs also seek to represent a Class composed of and defined as
28 follows:

1 20. **Itemized Wage Statement Class.** All persons who are employed or have been
2 employed by Defendants in California in a Distribution Center in a non-exempt position from
3 March 21, 2019 to the date of trial, that did not receive an itemized wage statement that listed the
4 correct straight and/ or overtime hours that the employee worked in the pay period, and/or the
5 correct gross and/or net wages earned.

6 21. This action has been brought and may properly be maintained as a class action
7 under the provisions of Section 382 of the California Code of Civil Procedure because there is a
8 well-defined community of interest in the litigation and the proposed Classes are easily
9 ascertainable.

10 A. **Numerosity**

11 22. The potential members of the Classes as defined are so numerous that joinder of all
12 the members of the Classes is impracticable. While the precise number of class members for each
13 Class has not been determined at this time, Representative Plaintiffs are informed and believe that
14 Defendants currently employ, and during the relevant time period employed, hundreds of
15 employees in the State of California, in non-exempt positions at approximately 7 Distribution
16 Centers, including but not limited to warehouse workers, operations team members, utility
17 attendants, packers, fulfillment center team members, and maintenance mechanics, in San
18 Bernardino County and throughout California, who are or have been affected by Defendants'
19 unlawful and uniform policies of: (1) failing to pay for all overtime worked after 8 hours in a
20 day/shift; (2) utilizing an unlawful and/or improper alternative workweek schedule; (3) failing to
21 pay all wages at termination; and (4) failure to provide accurate itemized wage statements.

22 23. Upon information and belief, Representative Plaintiffs allege that the Defendants'
23 employment records will provide information as to the number and location of all members of the
24 Classes. Joinder of all members of the proposed Classes is not practicable.

25 B. **Commonality**

26 24. There are questions of law and fact common to the Classes that predominate over
27 any questions affecting only individual Class members. These common questions of law and fact
28 include, without limitation:

- 1 (a) Whether the alternative workweek schedules Defendants utilized in their
- 2 Distribution Centers in California were lawful;
- 3 (b) Whether Defendants violated Labor Code Section 203 by failing to pay
- 4 overtime wages due and owing at the time of termination of employment for
- 5 the putative Class Members; and
- 6 (c) Whether Defendants violated Labor Code section 226 for the failure to
- 7 furnish its employees with a complete and accurate itemized wage statement.

8 **C. Typicality**

9 25. The claims of the Representative Plaintiffs are typical of the claims of the Classes.
10 Representative Plaintiffs and all members of the Classes sustained injuries and damages arising out
11 of and caused by Defendants' common course of conduct in violation of the law as alleged therein.

12 **D. Adequacy of Representation**

13 26. The Representative Plaintiffs will fairly and adequately represent and protect the
14 interests of the members of the Classes. Counsel who represents the Representative Plaintiffs are
15 competent and experienced.

16 **E. Superiority of Class Action**

17 27. A class action is superior to other available means for the fair and efficient
18 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
19 questions of law and fact common to the Classes predominate over any questions affecting only
20 individual members of the Classes. Each member of each Class has been damaged and is entitled
21 to recovery by reason of Defendants' illegal policy and/or practice of failing to properly
22 compensate the Class Members as alleged above.

23 28. Class action treatment will allow those similarly situated persons to litigate their
24 claims in the manner that is most efficient and economical for the parties and the judicial system.
25 Representative Plaintiffs are unaware of any difficulties that are likely to be encountered in the
26 management of this action that would preclude its maintenance as a class action.

27 ///

28 ///

FIRST CAUSE OF ACTION

**(FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF LABOR CODE
§§ 510, 558, 1194, and 1198)**

**(By Representative Plaintiffs Against Defendant Target Corporation and Does 1 through 10,
inclusive)**

29. Representative Plaintiffs hereby re-alleges and incorporate all preceding paragraphs as though fully set forth herein.

30. Defendants have had a consistent policy of failing to pay overtime wages to its hourly non-exempt Distribution Center employees in California in violation of California state wage and hour laws by having employees work without the payment of overtime after 8 hours of work in a day/shift. Defendants in part utilize unlawful alternative workweek schedules in order to avoid paying lawfully earned overtime, including double time. This practice systematically undercompensated members of the Class throughout the Class Period. Additionally, some Class Members would not receive overtime for all of the hours worked on their shift as the Defendants defined the workday and workweek in such a manner as to deprive Class Members of all overtime that they were due by having the workday begin and end during their shift so that all of the hours worked on the shift were not included in the calculation of their overtime.

31. As a result of the unlawful acts of Defendants, Representative Plaintiffs and the putative Class Members have been deprived of their full overtime wages in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code sections 218.5, 510, 558, 1194, and 1198.

SECOND CAUSE OF ACTION

**(FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS
IN VIOLATION OF LABOR CODE § 226)**

**(By Representative Plaintiffs Against Defendant Target Corporation and Does 1 through 10,
inclusive)**

32. Representative Plaintiffs hereby re-allege and incorporates all preceding paragraphs

1 as though fully set forth herein.

2 33. Section 226 of the California Labor Code requires Defendants to provide itemized
3 wage statements at the time of payment of wages which include but are not limited to the
4 following: the correct gross wages earned; the correct total hours worked by the employee; the
5 correct net wages earned; the inclusive dates of the period for which the employee is paid; and all
6 applicable hourly rates in effect during the pay period and the corresponding correct number of
7 hours worked at each hourly rate by the employee.

8 34. Representative Plaintiffs contend that they and the putative Class Members have
9 been injured by Defendants' failure to provide all of the requisite information on its itemized wage
10 statements in that such failure, *inter alia*, masks possible and actual underpayments to Defendants'
11 employees; and make it difficult for Defendants' employees to verify that they have in fact been
12 paid the proper amounts owing for all hours worked. Said conduct was done knowingly and
13 intentionally since Defendants are aware of California law and that it was not paying its employees
14 for all overtime hours worked with the design to harm Representative Plaintiffs and the putative
15 Class Members.

16 **THIRD CAUSE OF ACTION**

17 **(FAILURE TO PAY WAITING TIME PENALTIES**

18 **IN VIOLATION OF LABOR CODE § 203)**

19 **(By Representative Plaintiffs Against Defendant Target Corporation and Does 1 through 10,**
20 **inclusive)**

21 35. Representative Plaintiffs hereby re-allege and incorporate all preceding paragraphs
22 as though fully set forth herein.

23 36. California Labor Code section 201 requires an employer who discharges an
24 employee to pay all compensation due and owing to that employee immediately upon discharge.

25 37. California Labor Code section 203 provides that if an employer willfully fails to
26 pay compensation promptly upon separation from employment, as required by either Sections 201
27 or 202, then the employer is liable for waiting time penalties in the form of continued
28 compensation for up to 30 work days.

1 38. Defendants willfully failed and refused to timely pay overtime compensation to
2 putative Class Members whose employment terminated. As a result, Defendants are liable to these
3 putative Class Members for waiting time penalties, together with costs, under Labor Code section
4 203.

5 39. As a result of Defendants' unlawful conduct, Representative Plaintiffs and putative
6 Class Members have suffered damages in an amount, subject to proof, as they were not paid all
7 wages due. The precise amount of unpaid wages is not presently known to Representative Plaintiff
8 but can be determined directly from Defendants' records.

9 40. As a result of these violations, Representative Plaintiffs and the members of the
10 Class have been damaged in an amount according to proof at the time of trial, an amount which at
11 this time is less than \$5,000,000.00 but still in excess of the minimum jurisdiction of this Court.

12 **PRAYER**

13 THEREFORE, Representative Plaintiffs prays for judgment against defendant Target
14 Corporation, and Does 1 through 10, and each of them, as follows:

- 15 1. For unpaid wages pursuant to the California Labor Code as set forth above;
- 16 2. For damages and/or penalties, an award of costs and reasonable attorney's fees
17 pursuant to the California Labor Code as set forth above;
- 18 3. For prejudgment interest pursuant to California Civil Code section 3287 and/or
19 section 3288;

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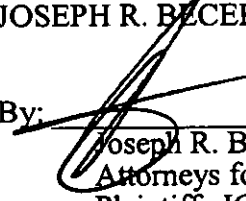
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4. For attorneys' fees, interests and costs of suit pursuant to Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5; and

5. For such other and further relief as the Court deems just and proper.


Dated: August 16, 2019

BECERRA LAW FIRM
JOSEPH R. BECERRA

By: 
Joseph R. Becerra
Attorneys for Representative
Plaintiffs JOSEPH D. ORNELAS
and RODNEY ALAN
ROBINSON, JR.

Dated: August 16, 2019

GLEASON & FAVAROTE, LLP
TOREY JOSEPH FAVAROTE

By: 
Torey Joseph Favarote
Attorneys for Representative
Plaintiffs JOSEPH D. ORNELAS
and RODNEY ALAN
ROBINSON, JR.

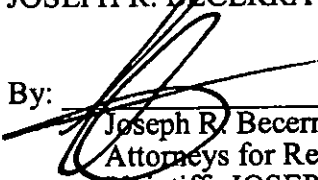
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury.

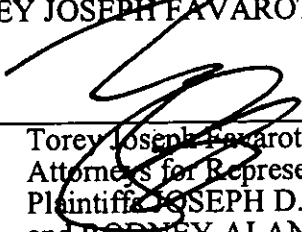
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Dated: August 16, 2019

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Target's 'Alternative Workweek Schedule' Deprived California Employees of Overtime Pay](#)
