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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOHN ORNELAS, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

TAPESTRY, INC., a Maryland
Corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No.

CLASS ACTION

**DEFENDANT’S NOTICE OF REMOVAL
OF ACTION PURSUANT TO 28 U.S.C.
§§ 1332(D), 1441, 1446, AND 1453**

[Civil Cover Sheet, Declarations of Jonathan
Christie and Ben Shea, Certification of
Interested Entities or Persons and Corporate
Disclosure Statement, Notice of Pendency of
Other Actions, and Certificate of Service filed
concurrently]

Date Action Filed: September 4, 2018

(Alameda County Superior Court, Case No.
RG18920047)

1 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
2 NORTHERN DISTRICT OF CALIFORNIA:

3 PLEASE TAKE NOTICE that Defendant Tapestry, Inc. (“Tapestry” or
4 “Defendant”) hereby removes to this Court the state court action described below,
5 pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453. In support thereof, Defendant
6 states as follows:

7 1. On September 4, 2018, a putative class action was commenced and is
8 currently pending against Defendant in the Superior Court of California, County of
9 Alameda, as Case No. RG18920047, entitled *John Ornelas, Plaintiff v. Tapestry, Inc.,*
10 *Defendant.* See Declaration of Jonathan Christie in Support of Defendants’ Notice of
11 Removal (“Christie Decl.”) ¶ 2. Attached as **Exhibit A** to the Christie Declaration are
12 copies of the Summons, Complaint, Civil Case Cover Sheet, and Proof of Service of
13 Summons. See Christie Decl. ¶ 2, Ex. A. Attached as **Exhibit C** to the Christie
14 Declaration are true and correct copies of the court’s Notice of Hearing (Case
15 Management Conference and Complex Case Determination Hearing), dated September
16 12, 2018, and Defendant’s Answer to Plaintiff’s Complaint, filed in Alameda County
17 Superior Court on October 22, 2018. There have been no further proceedings in case
18 number RG18920047, and no other pleadings have been served upon or by Defendant in
19 this action. See Christie Decl. ¶ 4.

20 2. Plaintiff John Ornelas (“Ornelas”) claims that Defendant failed to pay all of
21 his minimum and overtime wages, failed to provide proper meal and rest breaks, failed
22 to pay all wages owed upon termination, failed to provide accurate wage statements, and
23 engaged in unfair competition. See generally Complaint. He seeks to represent a class
24 of “[a]ll Sales Employees who are or have been employed by Defendant in the State of
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1 California at any time and at any Kate Spade, Coach, and/or Stuart Weitzman retail store
2 or location” at any time from September 4, 2014 through the present. Complaint ¶ 40.¹

3 3. Counsel for Plaintiff represented to counsel for Defendant that the
4 Complaint and Summons were served via certified mail on September 13, 2018. *See*
5 Christie Decl. ¶ 3. Attached as **Exhibit B** to the Christie Declaration is a true and
6 correct copy of the USPS tracking receipt, as provided by Plaintiff. When sent by mail
7 to a person outside of California, service is deemed complete on the 10th day after
8 mailing, pursuant to California Code of Civil Procedure § 415.40. Defendant’s Notice
9 of Removal is timely because it is filed within thirty days of the completion of service.
10 *See* 28 U.S.C. § 1446(b).

11 DIVERSITY JURISDICTION UNDER THE
12 CLASS ACTION FAIRNESS ACT

13 4. Under 28 U.S.C. § 1441(a), a defendant may remove to federal district
14 court “any civil action brought in a State court of which the district courts of the United
15 States have original jurisdiction.” Under the Class Action Fairness Act (“CAFA”), 28
16 U.S.C. § 1332(d), this Court has original jurisdiction over a class action if (1) it involves
17 100 or more putative class members, (2) any class member is a citizen of a state
18 different from any defendant, and (3) the aggregated amount in controversy exceeds \$5
19 million (exclusive of costs and interest). 28 U.S.C. §§ 1332(d)(2), (d)(5), and (d)(6).
20 These requirements are satisfied here.

21 5. Class Action. CAFA applies to certain “class actions,” which the statute
22 defines as “any civil action filed under rule 23 of the Federal Rules of Civil Procedure
23 or similar State statute.” 28 U.S.C. § 1332(d)(1)(B). Ornelas expressly brings “[t]his
24

25 ¹ Defendant denies Ornelas’s class allegations, including that he can represent the class as
26 defined. However, for purposes of estimating the amount in controversy, the allegations of Ornelas’s
27 complaint are assumed to be true. *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D.
28 Cal. 2008) (“In measuring the amount in controversy, a court must assume that the allegations of the
complaint are true and that a jury will return a verdict for the plaintiff on all claims made in the
complaint. The ultimate inquiry is what amount is put ‘in controversy’ by the plaintiff’s complaint, not
what a defendant will actually owe.” (citations omitted)).

1 class action [] pursuant to California Code of Civil Procedure section 382.” Complaint
2 ¶ 4. Therefore, CAFA applies. *See Bodner v. Oreck Direct, LLC*, 2006 WL 2925691,
3 at *3 (N.D. Cal. Oct. 12, 2006) (CAFA applies where “Plaintiffs’ complaint alleges that
4 the action is a class action, and recites the prerequisites to a class action under . . .
5 California Code of Civil Procedure Section 382”).

6 6. Class Size. The putative class exceeds 100 members. *See* Complaint
7 ¶ 41(a); Declaration of Ben Shea in Support of Defendant’s Notice of Removal (“Shea
8 Decl.”) ¶ 13.²

9 7. Diversity of Citizenship. “[U]nder CAFA, complete diversity is not
10 required; ‘minimal diversity’ suffices.” *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018,
11 1021 (9th Cir. 2007). Minimal diversity exists if any class member is a citizen of a state
12 different from any defendant. 28 U.S.C. § 1332(d)(2).

13 8. The putative class members include citizens of the state of California.
14 Ornelas is a citizen of the state of California. During the relevant period, Ornelas
15 worked in California and kept a California address on file with the company, both of
16 which demonstrate his California citizenship. Complaint ¶¶ 8, 14; Shea Decl. ¶ 13(a);
17 *see Lam Research Corp. v. Deshmukh*, 157 F. App’x 26, 27 (9th Cir. 2005) (defendant
18 who had lived and worked for plaintiff in Washington was presumptively a Washington
19 citizen, despite his claim that he had changed his domicile from Washington to
20 California); *Bey v. SolarWorld Indus. Am., Inc.*, 904 F. Supp. 2d 1103, 1105 (D. Or.
21 2012) (residential address provided by employee to employer is prima facie evidence of
22 state citizenship). Further, Ornelas seeks to represent a class consisting of individuals
23 “employed by Defendant in the State of California.” Complaint ¶ 40. By definition, the
24 putative class includes individuals who, like Ornelas, are California citizens.

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² A defendant may make the requisite showing by setting forth facts in the notice of removal or
by affidavit. *See Lamke v. Sunstate Equip. Co.*, 319 F. Supp. 2d 1029, 1032 (N.D. Cal. 2004).

1 9. Tapestry is not a citizen of the state of California. Rather, Tapestry is a
2 citizen of Maryland and New York. “[A] corporation shall be deemed to be a citizen of
3 every State . . . by which it has been incorporated and of the State . . . where it has its
4 principal place of business.” 28 U.S.C. § 1332(c)(1). Tapestry has not been
5 incorporated in California. Rather, Tapestry is organized and incorporated under the
6 laws of the State of Maryland. Shea Decl. ¶ 3. Nor is California the state in which
7 Tapestry has its principal place of business. Rather, as shown below, Tapestry’s
8 principal place of business is located in the State of New York.

9 10. A corporation’s principal place of business is determined under the “nerve
10 center” test. *Hertz Corp. v. Friend*, 559 U.S. 77, 92-93 (2010). Under this test, the
11 principal place of business is the state where the company’s officers “direct, control, and
12 coordinate [its] activities.” *Id.* A corporation’s nerve center is a “single place” and
13 “should normally be the place where the corporation maintains its headquarters.” *Id.*
14 at 93. Relevant factors include where executives reside and maintain offices, where
15 administrative and financial offices are located, where the board of directors meets,
16 where income tax returns are filed, and where day-to-day control over the company is
17 executed. *See, e.g., Tomblin v. XLNT Veterinary Care, Inc.*, 2010 WL 2757311, at *4
18 (S.D. Cal. July 12, 2010).

19 11. Under these standards, Tapestry’s principal place of business is in New
20 York. The executive officers of Tapestry, including the chief executive officer, president
21 and chief administrative officer, chief financial officer, and global head of human
22 resources, maintain their offices at Tapestry’s headquarters in New York, New York.
23 Shea Decl. ¶ 6. From its New York headquarters, Tapestry makes and implements
24 operating, distribution, financial, employee relations, marketing, development, customer
25 care, accounting, income tax, treasury, and legal policy decisions. *Id.* ¶ 7. Further, the
26 majority of meetings of Tapestry’s Board of Directors and stockholders take place in
27 New York, its financial records are maintained there, and its tax returns are filed from
28 there. *Id.* ¶¶ 8-10.

1 12. Accordingly, this action is between citizens of different states—Ornelas,
2 who is a citizen of California (and seeks to represent a class including California
3 citizens), and Defendant, which is a citizen of Maryland and New York.

4 13. Amount in Controversy. Without conceding liability for any claims alleged
5 by Ornelas or that Ornelas can properly represent the putative class he defined,
6 Defendant avers, for purposes of this Notice only, that Ornelas’s claims as pled place
7 more than \$5 million in controversy. *Ibarra v. Manheim Investments, Inc.*, 775 F.3d
8 1193, 1198 n.1 (9th Cir. 2015) (“Even when defendants have persuaded a court upon a
9 CAFA removal that the amount in controversy exceeds \$5 million, they are still free to
10 challenge the actual amount of damages in subsequent proceedings and at trial. This is
11 so because they are not stipulating to damages suffered, but only estimating the damages
12 that are in controversy.”); *Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d 395, 400 (9th Cir.
13 2010) (on removal, defendant does not “concede liability for the entire amount” alleged
14 in complaint). The Ninth Circuit has instructed that removal is proper if, from the
15 allegations of the Complaint and the Notice of Removal, it is more likely than not that
16 the amount in controversy exceeds \$5 million. *Rodriguez v. AT&T Mobility Servs., Inc.*,
17 728 F.3d 975, 981 (9th Cir. 2013) (overturning previous Ninth Circuit precedent
18 requiring proof of amount in controversy to a “legal certainty” under some
19 circumstances). This standard is easily satisfied here, considering only putative class
20 members who worked for Defendant in California Coach stores. Considering putative
21 class members who worked for Defendant at Kate Spade or Stuart Weitzman stores
22 would greatly increase the amount in controversy.

23 14. For his Fourth Cause of Action, Ornelas claims that Tapestry failed to
24 provide class members with required meal and rest breaks. *See* Complaint ¶¶ 57-60. He
25 seeks a premium in the amount of one hour of pay for each workday that a compliant
26 meal period was not provided and for each workday that a compliant rest period was not
27 provided. *See id.* ¶ 60. The putative class includes at least 600 individuals who have
28 worked for Tapestry as non-exempt, hourly assistant or associate managers at Coach

1 retail locations in California since September 4, 2014.³ *See id.* ¶ 13(e). These
 2 individuals worked more than 40,000 workweeks during this period and earned more
 3 than \$21.00 per hour on average. *See id.* ¶¶ 13(e), 13(g). The putative class also
 4 includes non-exempt, hourly sales associates at Coach retail locations in California who
 5 collectively worked more than 53,000 workweeks since May 23, 2017,⁴ and earned
 6 more than \$10.50 per hour on average.⁵ *See* Shea Decl. ¶¶ 13(f), 13(i). Ornelas alleges
 7 that he and the putative class members were required “to have their bags, jackets, and
 8 other personal items checked by a Tapestry employee prior to leaving the retail store for
 9 all shifts and breaks,” resulting in “routine” and “regular” break violations. *See id.*
 10 ¶¶ 15, 18, 59 (explaining that “after clocking out for a supposed meal break or stepping
 11 away for a purported rest break, Plaintiff remained under” Defendant’s control due to
 12 the security checks). Because Ornelas alleges that security checks occurred each time
 13 an individual left the store on a break, and because Coach employees typically worked
 14 shifts longer than five hours (Shea Decl. ¶¶ 13(j)-13(k)), which entitled them to both a
 15 meal and rest break, his allegations suggest that a meal break and a rest break violation
 16 occurred on every shift. Given that putative class members typically worked at least
 17 four days per week (*id.* ¶¶ 13(l)-13(m)), these claims place more than \$11.1 million in
 18 controversy: \$6.7 million for assistant and associate managers at Coach stores (40,000
 19 workweeks for \times 4 shifts per week \times 2 violations per shift \times \$21 = \$6,720,000), and
 20 \$4.4 million for sales associates at Coach stores (53,000 workweeks for \times 4 shifts per
 21

22 ³ A four-year statute of limitations applies to claims brought pursuant to Section 17200 of the
 23 Business and Professions Code. *See Tomlinson v. Indymac Bank, F.S.B.*, 359 F. Supp. 2d 891, 898
 (C.D. Cal. 2005)

24 ⁴ Defendant excludes non-exempt, hourly sales associates who worked at a Coach retail
 25 location prior to May 23, 2017, in light of a settlement involving those individuals in the *Miranda v.*
 26 *Coach, Inc.* matter, case no. 3:14-cv-02031-JD in the Northern District of California. Defendant uses
 27 May 23, 2017 for greater simplicity, as it is the effective date of the *Miranda* settlement; however, any
 28 sales associates hired after May 3, 2016 would also not be affected by the settlement. Therefore,
 estimates involving Coach sales associates are conservative.

⁵ Unless otherwise noted, Tapestry’s calculations include data from the start of the relevant
 liability period through December 16, 2017. Including data through the present would result in a
 higher workweek count and increase the amount in controversy.

1 week \times 2 violations per shift \times \$10.50 = \$4,452,000). *See Vasquez v. Randstad US, L.P.*, 2018 WL 327451, at *5 (N.D. Cal. Jan. 9, 2018) (finding the defendants’ assumption of a 100% violation rate reasonable where the plaintiff alleged that employees “were consistently required to work through their meal periods”); *Duberry v. J. Crew Grp., Inc.*, 2015 WL 4575018, at *3 (C.D. Cal. July 28, 2015) (“[C]ourts have generally found the amount in controversy satisfied where a defendant assumes a 100% violation rate based on allegations of a ‘uniform’ illegal practice (or similar language) and where the plaintiff offers no evidence rebutting this violation rate.” (citing *Unutoa v. Interstate Hotels & Resorts, Inc.*, 2015 WL 898512, at *2-3 (Mar. 3, 2015))).

15. For his First, Second, and Third Causes of Action, Ornelas alleges that Tapestry failed to pay putative class members minimum and overtime wages for all hours worked. *See* Complaint ¶¶ 42-56. Ornelas alleges that, “after clocking out for their meal breaks and/or at the end of their shifts, Plaintiff and class members were required to wait off-the-clock for another employee to become available to perform the security bag check before they could leave,” and that this time was “off-the-clock.” Complaint ¶ 10. Ornelas claims that Defendant “routinely” failed to pay employees for “substantial period[s] of time off the clock” as a result of this alleged practice. *Id.* ¶ 15. Because of “Defendant’s timekeeping system at the back of stores and requiring security bag checks to take place at the front of their stores,” Ornelas suggests that putative class members worked uncompensated time on every shift. *See id.* ¶ 47. Ornelas seeks unpaid minimum wages as well as liquidated damages in the same amount. *Id.* ¶ 52. If, on average, putative class members worked just 30 minutes of unpaid time per week, the total amount in controversy for the unpaid wages claims, including liquidated damages, would be more than \$800,000 (93,000 workweeks⁶ \times \$9 minimum wage \times .5

⁶ 40,000 workweeks for assistant and associate managers at Coach stores, plus 53,000 workweeks for sales associates at Coach stores. *See* Standard Decl. ¶¶ 11(b)-11(c).

1 hours \times 2 = \$837,000).⁷ See, e.g., *Quintana v. Claire's Stores, Inc.*, 2013 WL 1736671,
2 at *6 (N.D. Cal. Apr. 22, 2013) (one hour reasonable estimate of uncompensated time
3 when plaintiff alleged that defendant systematically failed to compensate employees for
4 time over eight hours); *Jasso v. Money Mart Express, Inc.*, 2012 WL 699465, at *5
5 (N.D. Cal. Mar. 1, 2012) (allegations of a “uniform policy and scheme” that resulted in
6 violations “at all material times” supported reasonable estimate of one hour of unpaid
7 time per week).

8 16. For his Sixth Cause of Action, Ornelas alleges that Tapestry owes penalties
9 for having failed to pay all wages to employees upon the end of their employment, as
10 required by Section 203 of the California Labor Code. See Complaint ¶¶ 64-67. Under
11 Section 203, former employees whom an employer willfully denied wages may recover
12 penalties in the amount of their daily rate of pay for a period of up to thirty days. See
13 Cal. Lab. Code §203. Ornelas alleges that Defendant “willfully failed and refused, and
14 continue to willfully fail and refuse, to timely pay compensation due to Class
15 Member[s] upon termination or resignation as required by Labor Code § 201,” and
16 therefore these former employees could all be owed 30-day penalties. Complaint ¶ 67;
17 see *Altamirano v. Shaw Indus., Inc.*, 2013 WL 2950600, at *12 (N.D. Cal. June 14,
18 2013) (in estimating amount in controversy, where plaintiff alleges pervasive violations,
19 “it is reasonable to assume that each employee leaving employment would [be owed
20 Section 203 penalties]”); *Helm v. Alderwoods Grp., Inc.*, 2008 WL 2002511, at *5 (N.D.
21 Cal. May 7, 2008) (accord); see also *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d
22 1199, 1205-06 (E.D. Cal. 2008) (in estimating amount in controversy, court may assume
23 maximum penalty consistent with plaintiff’s allegations). Since September 4, 2015,
24 approximately 280 of the Coach brand non-exempt California associate and assistant
25 managers have separated from the company. See Shea Decl. ¶ 13(p). These individuals
26

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28 ⁷ Since July 2014, California’s minimum wage has always been at least \$9 per hour. See
<https://www.dir.ca.gov/iwc/minimumwagehistory.htm>

1 typically worked shifts of at least 7.5 hours per day, and earned more than \$21.00 per
 2 hour on average. *See id.* ¶¶ 13(h), 13(j). Accordingly, an average 30-day penalty would
 3 be at least \$4,725 per person ($30 \times 7.5 \times \$21 = \$4,725$). Since May 23, 2017,
 4 approximately 650 Coach brand non-exempt California sales associates have separated
 5 from the company. *Id.* ¶ (q). These individuals typically worked shifts of at least 6.5
 6 hours per day, and earned more than \$10.50 per hour on average. *See id.* ¶¶ 13(i), 13(k).
 7 Accordingly, an average 30-day penalty would be at least \$2,047 per person ($30 \times 6.5 \times$
 8 $\$10.50 = \$2,047.50$). These individuals are potentially all eligible to recover Section
 9 203 penalties.⁸ Therefore, the total amount of Section 203 penalties in controversy
 10 exceeds \$2.6 million based on Ornelas's allegations ($(\$4,725 \times 280$ Coach assistant and
 11 $associate managers = \$1,323,000) + (\$2,047.50 \times 650$ Coach sales associates =
 12 $\$1,330,875)$).⁹

13 17. For his Fifth Cause of Action, Ornelas alleges that Tapestry violated Labor
 14 Code Section 226 by providing inaccurate wage statements. Complaint ¶¶ 61-63.
 15 Section 226 provides for a penalty of \$50 for the initial pay period in which a violation
 16 occurs and \$100 per employee for each violation in a subsequent pay period. *See Cal.*
 17 *Lab. Code* § 226(e). From September 4, 2017 to the present, Tapestry has typically
 18 employed at least 1,200 non-exempt employees in California Coach stores at any time.¹⁰
 19 Shea Decl. ¶ 13(r)-13(s). Because Tapestry pays its employees bi-weekly (*id.* ¶ 11), it
 20 issued at least 31,200 wage statements during this period ($1,200$ employees \times 26 pay
 21

22 ⁸ A three-year statute of limitations applies to claims brought pursuant to Section 203. *Pineda*
v. Bank of America, N.A., 50 Cal. 4th 1389, 1395-96 (2010).

23 ⁹ Again, these estimates do not take into account putative class members who worked at Stuart
 24 Weitzman or Kate Spade stores. Using conservative estimates for just Kate Spade employees puts an
 25 additional \$2.3 million in controversy in waiting time penalties alone. *Ibarra*, 775 F.3d at 1198
 26 (defendant is “not stipulating to damages suffered, but only estimating the damages that are in
 27 controversy”). There have been more than 1,100 non-exempt Kate Spade employees in California who
 28 have separated from the company since September 4, 2015. Shea Decl. ¶ 13(b). These individuals
 typically worked shifts of at least six hours per day, and earned more than \$12.00 per hour on average.
Id. ¶¶ 13(c)-13(d). The average 30-day penalty would be at least \$2,160 per person ($30 \times 6 \times \$12 =$
 $\$2,160$), adding at least \$2.3 million to the amount in controversy ($\$2,160 \times 1,100 = \$2,376,000$).

¹⁰ A one-year statute of limitations applies to claims for penalties under Section 226(e). *See*
Hernandez v. Towne Park, Ltd., 2012 WL 2373372, at *14 (C.D. Cal. June 22, 2012).

1 periods). Here, Ornelas alleges that Tapestry “has routinely failed to provide Class
2 Members . . . with timely and accurate wage and hour statements” during the relevant
3 period. Complaint ¶ 62. Thus, under his theory, all wage statements arguably were
4 deficient. Therefore, the amount in controversy for this claim exceeds \$3 million
5 $((1,200 \text{ initial violations} \times \$50) + (30,000 \text{ subsequent violations} \times \$100) = \$3,060,000)$.

6 18. Ornelas also seeks attorneys’ fees, which must be included in the amount in
7 controversy when available by statute. *Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899
8 F.3d 785, 794 (9th Cir. 2018) (“[I]f the law entitles the plaintiff to future attorneys’ fees
9 if the action succeeds, ‘then there is no question that future [attorneys’ fees] are ‘at
10 stake’ in the litigation,’ and the defendant may attempt to prove that future attorneys’
11 fees should be included in the amount in controversy.” (internal citation omitted)); *Galt*
12 *G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998); see Complaint & Prayer
13 for Relief. The Ninth Circuit “has established 25% of the common fund as a benchmark
14 award for attorney fees” in class actions. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,
15 1029 (9th Cir. 1998); see also *Salazar v. Johnson & Johnson Consumer Inc.*, 2018 U.S.
16 Dist. LEXIS 161293, at *19 (C.D. Cal. Sept. 19, 2018). Therefore, these fees place an
17 additional several million dollars in controversy, given the potential damages and
18 penalties at issue. See, e.g., *Rodriguez v. Cleansource, Inc.*, 2014 WL 3818304, at *4
19 (S.D. Cal. Aug. 4, 2014) (denying motion to remand where defendant showed potential
20 damages of \$4.2 million because attorney’s fees of 25 percent brought the total amount
21 in controversy to \$5.3 million); see also *Deaver v. BBVA Compass Consulting &*
22 *Benefits, Inc.*, 2014 WL 2199645, at *6 (N.D. Cal. May 27, 2014) (accounting for
23 attorney’s fees by adding 25 percent of potential damages to amount in controversy);
24 *Giannini v. Nw. Mut. Life Ins. Co.*, 2012 WL 1535196, at *4 (N.D. Cal. Apr. 30, 2012)
25 (same); *Jasso*, 2012 WL 699465, at *7 (reasonable to assume attorney’s fees valued at
26 25 percent of common fund on removal).

27 19. Accordingly, in combination, Ornelas’s claims for final wages, meal and
28 rest break violations, unpaid minimum wages, inaccurate wage statements, and

1 attorneys' fees easily place more than \$5 million in controversy, without even
2 considering Ornelas's other claim for unpaid overtime wages, or putative class members
3 who worked at Stuart Weitzman or Kate Spade brand stores. *See* Complaint & Prayer
4 for Relief. Therefore, the amount in controversy requirement is satisfied. *Guglielmino*
5 *v. McKee Foods Corp.*, 506 F.3d 696, 700-01 (9th Cir. 2007) (remand denied under
6 preponderance of the evidence standard where defendant's conservative estimates
7 exceeded the requisite amount).

8 20. There are no grounds that would justify this Court in declining to exercise
9 its jurisdiction pursuant to 28 U.S.C. § 1332(d)(3) or require it to decline to exercise
10 jurisdiction pursuant to 28 U.S.C. § 1332(d)(4).

11 VENUE

12 21. The United States District Court for the Northern District of California is
13 the judicial district embracing the place where Case No. RG18920047 was filed by
14 Ornelas and is therefore the appropriate court for removal pursuant to 28 U.S.C.
15 § 1441(a).

16 WHEREFORE, Defendant requests that the above action now pending against it
17 in the Superior Court of California, County of Alameda, be removed to this Court.

18
19 Dated: October 22, 2018

AKIN GUMP STRAUSS HAUER & FELD LLP
GREGORY W. KNOPP
JONATHAN S. CHRISTIE
VICTOR A. SALCEDO

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22
23 By /s/ Gregory W. Knopp
Gregory W. Knopp
Attorneys for Defendant
Tapestry, Inc.

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TAPESTRY, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOHN ORNELAS, individually and
on behalf of all others similarly
situated,

Plaintiffs,

v.

TAPESTRY, INC., a Maryland
Corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No.

CLASS ACTION

**DECLARATION OF JONATHAN
CHRISTIE IN SUPPORT OF TAPESTRY,
INC.’S NOTICE OF REMOVAL**

[Civil Cover Sheet, Notice of Removal,
Declaration of Ben Shea, Civil Cover Sheet,
Certification of Interested Entities or Persons
and Corporate Disclosure Statement, and
Certificate of Service filed concurrently]

Date Action Filed: September 4, 2018

*(Alameda County Superior Court, Case No.
RG18920047)*

DECLARATION OF JONATHAN CHRISTIE

I, Jonathan Christie, certify and declare as follows:

1. I am an associate at the law firm of Akin Gump Strauss Hauer & Feld LLP, and counsel of record for defendant Tapestry, Inc. (“Defendant”) in this action. I have personal knowledge of the matters set forth in this declaration, and, if called as a witness, could and would testify competently thereto.

2. On September 4, 2018, a putative class action was commenced and is currently pending against Defendant in the Superior Court of California, County of Alameda, Rene C. Davidson Alameda Courthouse, as Case No. RG18920047, entitled *John Ornelas, Plaintiff v. Tapestry, Inc., Defendant*. Attached as **Exhibit A** are true and correct copies of the Summons, Complaint, Civil Case Cover Sheet, and Proof of Service of Summons.

3. On October 18, 2018 counsel for Plaintiff represented to counsel for Defendant that the Complaint and Summons were served via certified mail on September 13, 2018. Attached hereto as **Exhibit B** is a true and correct copy of the USPS tracking receipt reflecting mailing to Victor Luis, Chief Executive Officer of Tapestry, Inc., 10 Hudson Yards, New York, New York 10001, as provided by Plaintiff.

4. Attached as **Exhibit C** are true and correct copies of the court’s Notice of Hearing (Case Management Conference and Complex Case Determination Hearing), dated September 12, 2018, and Defendant’s Answer to Plaintiff’s Complaint, filed in Alameda County Superior Court on October 22, 2018. There have been no further proceedings in case number RG18920047, and no other pleadings have been served upon or by Defendant in this action.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 22, 2018 in Los Angeles, California.


Jonathan Christie

EXHIBIT A

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

TAPESTRY, INC., a Maryland Corporation; and DOES 1 through 25, inclusive

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

JOHN ORNELAS, individually and on behalf of all others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED BY FAX
ALAMEDA COUNTY

September 04, 2018

CLERK OF
THE SUPERIOR COURT
By Burt Moskaira, Deputy

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): Alameda County Superior Court
1225 Fallon Street
Oakland, CA 94612

CASE NUMBER:
(Número del Caso):
RG18920047

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):

Michael H. Boyamian, SBN 256107; Armand R. Kizirian, SBN 293992 - Bovamian Law, Inc.
550 N. Brand Blvd., Suite 1500, Glendale, CA 91203 - T: (818) 547-5300 | F: (8

DATE:
(Fecha) **September 04, 2018**

Clerk, by  , Deputy
(Secretario) _____ (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

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

FILED BY FAX
ALAMEDA COUNTY

September 04, 2018

CLERK OF
THE SUPERIOR COURT
By Burt Moskaira, Deputy

CASE NUMBER:
RG18920047

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10 Attorneys for Plaintiff JOHN ORNELAS,
11 individually and on behalf of all others similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

14 JOHN ORNELAS, individually and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 TAPESTRY, INC., a Maryland corporation;
19 and DOES 1 through 25, inclusive,

20 Defendants.

CASE NO.:

[CLASS ACTION]

COMPLAINT FOR:

1. UNPAID WAGES (LABOR CODE §§ 216 and 1194);
2. FAILURE TO PAY MINIMUM WAGE (LABOR CODE §1194 *et seq.*);
3. FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE §510)
4. FAILURE TO PROVIDE MEAL & REST PERIODS (LABOR CODE § 226.7 and 512)
5. FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS (LABOR CODE § 226);
6. WAITING TIME PENALTIES (LABOR CODE §§ 201-203); and
7. UNFAIR COMPETITION (BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff JOHN ORNELAS ("Plaintiff"), individually and on behalf of all similarly
2 situated individuals, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. This is a proposed class action brought against Defendants TAPESTRY, INC.,
5 and DOES 1 through 25, inclusive (collectively, "Defendants", "Tapestry" or "Company"), on
6 behalf of Plaintiff and all other individuals who were or are employed as non-exempt, hourly
7 employees at Defendant's Stuart Weitzman, Kate Spade, and Coach retail stores and locations in
8 California (collectively, "Sales Employees" or "Class Members"), at any time during the four
9 years preceding the filing of this action, and continuing while this action is pending ("Class
10 Period"), and who were denied the benefits and protections required under the Labor Code and
11 other statutes and regulations applicable to employees in the State of California.

12 2. During the Class Period, Defendant:

- 13 a. failed to pay wages for all hours worked, including for hours
14 worked in excess of eight hours a day or forty hours a week, by the Sales
15 Employees;
- 16 b. failed to pay minimum wages due to the Sales Employees;
- 17 c. failed to provide the Sales Employees with timely and accurate wage and
18 hour statements;
- 19 d. failed to pay the Sales Employees compensation in a timely manner upon
20 their termination or resignation;
- 21 e. failed to maintain complete and accurate payroll records for the Sales
22 Employees;
- 23 f. wrongfully withheld wages and compensation due to the Sales
24 Employees; and
- 25 g. committed unfair business practices in an effort to increase profits and to
26 gain an unfair business advantage at the expense of the Sales Employees
27 and the public;

28 ////

1 3. The foregoing acts and other acts by Defendant - committed throughout California
2 - violated numerous provisions of California law, including Labor Code §§ 201, 202, 203, 204,
3 210, 216, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
4 1197.1, 1198, 1199, 2802, and 2698 *et seq.* and the applicable Wage Orders issued by the
5 Industrial Welfare Commission, (collectively, "Employment Laws and Regulations"), Business
6 & Professions Code §§ 17200 *et seq.*, and violated Plaintiff's rights and the rights of the Sales
7 Employees.

8 **JURISDICTION AND VENUE**

9 4. This class action is brought pursuant to California Code of Civil Procedure
10 section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal
11 jurisdiction limits of the Superior Court and will be established according to proof at trial.

12 5. This Court has jurisdiction over this action pursuant to the California
13 Constitution, Article VI, section 10. The statutes under which this action is brought do not
14 specify any other basis for jurisdiction.

15 6. Venue is proper in this judicial district, pursuant to California Code of Civil
16 Procedure section 395(a) and 395.5 in that liability arose in the County of Alameda because at
17 least some of the transactions that are the subject matter of this complaint occurred therein and/or
18 each defendant is found, maintains offices, transacts business and/or has an agent therein.

19 7. Plaintiff is informed and believes and on that basis alleges that Defendant
20 TAPESTRY, INC. is not registered as a foreign corporation with California Secretary of State
21 and has not designated any county in California as its principal place of business. As such, venue
22 is proper in any county in California.

23 **THE PARTIES**

24 8. Plaintiff John Ornelas was employed by Defendant as a non-exempt, hourly Sales
25 employee within the last year, and worked out of Defendants' Stuart Weitzman retail store
26 located at the Topanga mall in Canoga Park, California. Plaintiff also periodically worked at
27 Defendant's Stuart Weitzman store locations in Beverly Hills, California.

28 9. Defendant TAPESTRY, INC. are, and at all relevant times, was a corporation

1 incorporated under the laws of Maryland, and having a principal place of business in New York.
2 Upon information and belief, the Company owns and operates a chain of retail stores and
3 locations in California under the names "Stuart Weitzman", "Kate Spade", and "Coach", and sell
4 clothing, accessories, and/or furniture.

5 10. Plaintiff is currently unaware of the true names and capacities of the defendants
6 sued in this action by the fictitious names DOES 1 through 25, inclusive, and therefore sue those
7 defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names
8 and capacities of such fictitiously named defendants when they are ascertained. Plaintiff is
9 informed and believe and based thereon state that the persons sued herein as DOES are in some
10 manner responsible for the conduct, injuries and damages herein alleged.

11 11. Plaintiff is informed and believe and based thereon allege that each defendant
12 sued in this action, including each defendant sued by the fictitious names DOES 1 through 25,
13 inclusive, is responsible in some manner for the occurrences, controversies and damages alleged
14 below.

15 12. Plaintiff is informed and believe and based thereon allege that DOES 1 through
16 25, inclusive, were the agents, servants and/or employees of Defendants and, in doing the things
17 hereinafter alleged and at all times, were acting within the scope of their authority as such agents,
18 servants and employees, and with the permission and consent of Defendants.

19 13. Plaintiff is informed and believes and based thereon alleges that Defendants
20 ratified, authorized, and consented to each and all of the acts and conduct of each other as alleged
21 herein. Each of the defendants was the agent and/or employee of the others, and the conduct of
22 each defendant herein alleged was authorized and/or ratified by the others. The conduct of the
23 Company was carried on by and through its authorized agents, including owners, officers,
24 directors, managers and supervisors.

25 **FACTS**

26 14. Defendants employed Plaintiff John Ornelas as a non-exempt, hourly-paid
27 employee from approximately April 2016 to June 2018 at Defendant's Stuart Weitzman retail
28 locations in Canoga Park and Beverly Hills, California. During his employment, Plaintiff worked

1 full-time as a Sales Associate in Defendant's retail stores. Plaintiff typically worked eight (8) or
2 more hours per day and five (5) days per week.

3 15. During Plaintiff's employment with Defendants, the Company implemented a
4 security/loss prevention measure that requires all Sales Employees to have their bags, jackets,
5 and other personal items checked by a Tapestry employee prior to leaving the retail store for all
6 shifts and breaks. Defendant routinely fails to give Sales Employees, including Plaintiff, their
7 legally required duty-free rest and meal periods and full pay by requiring them to remain in the
8 store for a substantial period of time off the clock to engage in Tapestry's theft prevention
9 program.

10 16. Sales Employees, including Plaintiff, would clock out in their respective stores,
11 and would wait to have another Tapestry employee to inspect their bags, clothing, and other
12 items. This was all done off-the-clock and in violation of the Employment Laws and
13 Regulations. Tapestry theft prevention program is a pervasive and continuous policy, practice,
14 and/or procedures which deprives Class Members of their full wages. Accordingly, Defendants
15 failed to pay Plaintiff and Sales Employees for all hours worked.

16 17. Sales Employees, including Plaintiff, are and were not compensated for the time
17 spent waiting to be released from Defendant's retail stores and locations. When Class Members,
18 including Plaintiff, wait for and undergo the bag and security inspection, they are under the
19 control of their employer and must be compensated for that time. *See Morillion v. Royal Packing*
20 *Co.*, 22 Cal.4th 575 (2000); *See also Troester v. Starbucks Corp.*, 421 P.3d 1114 (2018).

21 18. Similarly, as a result of Defendant's required bag and security inspections, Sales
22 Employees, like Plaintiff, are also regularly denied by Defendants mandated meal and rest breaks
23 in accordance with *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012).

24 19. Accordingly, Defendants failed to pay Plaintiff and Sales Employees for all hours
25 worked.

26 20. During Plaintiff's employment with Defendants, Defendants failed and refused to
27 provide Plaintiff with timely and accurate wage and hour statements in violation of the
28 Employment Laws and Regulations.

1 21. During Plaintiff's employment with Defendants, Defendants wrongfully withheld
2 from Plaintiff and failed to pay wages and other compensation due for all hours worked, and as
3 otherwise required per Employment Laws and Regulations.

4 22. To the extent that any Sales Employee, including Plaintiff, entered into any
5 arbitration agreement with any Defendant, such agreement is void and unenforceable. Any such
6 agreement was one of adhesion, executed under duress, lacked consideration and mutuality, and
7 is otherwise void under both Labor Code § 229 and the California Supreme Court case of
8 *Armenariz v. Foundation Health Psychare Services, Inc.*, 24 Cal.4th 83 (2000).

9 **CLASS ACTION ALLEGATIONS**

10 23. All current and former Sales Employees who were employed by Defendant in
11 California during the Class Period, including Plaintiff, are proposed class members (henceforth,
12 "Class Members").

13 24. The Sales Employees' duties and activities during their respective working hours
14 and each shift are known to and directed by Defendants, and are set and controlled by
15 Defendants.

16 25. During the Class Period, Defendants have routinely failed to provide Sales
17 Employees with legally compliant and mandated meal and rest breaks.

18 26. During the Class Period, the Company refused to compensate Sales Employees for
19 all wages earned ("off-the-clock" work) and for all hours worked including time during which
20 Sales Employees were subject to Defendants' control and were suffered or permitted to work for
21 the Company. The Company failed and refused to pay Sales Employees for all hours worked,
22 including but not limited to time worked after the official end times of their shifts.

23 27. During the Class Period, Defendants have failed and refused to provide Sales
24 Employees with timely and accurate wage and hour statements.

25 28. During the Class Period, Defendants have failed and refused to pay accrued wages
26 and other compensation earned and due immediately to Sales Employees who were terminated,
27 and Defendants have failed and refused to pay accrued wages and other compensation earned and
28 due within seventy-two hours to Sales Employees who ended their employment.

1 29. During the Class Period, Defendant has failed and refused to maintain complete
2 and accurate payroll records for Sales Employees showing gross hours earned, total hours
3 worked, all deductions made, net wages earned, and all applicable hourly rates in effect during
4 each pay period and the corresponding number of hours worked at each hourly rate.

5 30. During the Class Period, Defendant has wrongfully withheld and failed to pay
6 Sales Employees wages and other compensation earned and due them for all hours worked and as
7 otherwise required pursuant to the Employment Laws and Regulations.

8 31. Defendant's conduct violated the Employment Laws and Regulations. Defendant's
9 systematic acts and practices also violated, *inter alia*, Business & Professions Code §§ 17200, *et*
10 *seq.*

11 32. Plaintiff also seeks of all other compensation and all benefits required pursuant to
12 the Employment Laws and Regulations, plus penalties and interest, owed to Sales Employees.

13 33. The duties and business activities of the Class Members were essentially the same
14 as the duties and activities of the Plaintiff described above. At all times during the Class Period,
15 all of the Class Members were employed in the same or similar job as Plaintiff (as a non-exempt,
16 hourly Sales employee) and were paid in the same manner and under the same standard
17 employment procedures and practices as Plaintiff.

18 34. During the Class Period, Defendant was fully aware that Plaintiff and the Class
19 Members were performing "off-the-clock" unpaid work and not being paid for all hours worked in
20 violation of the provisions of the Labor Code.

21 35. Defendant's violations of the Employment Laws and Regulations were repeated,
22 willful and intentional.

23 36. Plaintiff and the Class Members have been damaged by Defendant's conduct.

24 37. While the exact number of Class Members is unknown to Plaintiff at the present
25 time, based on information and belief, there are more than 50 such persons. A class action is the
26 most efficient mechanism for resolution of the claims of the Class Members.

27 38. In addition, a class action is superior to other available methods for the fair and
28 efficient adjudication of this controversy because the damages suffered by individual Class

1 Members may be relatively small, and the expense and burden of individual litigation would make
2 it impossible for such Class Members individually to redress the wrongs done to them. Moreover,
3 because of the similarity of the Class Members' claims, individual actions would present the risk
4 of inconsistent adjudications subjecting the Defendants to incompatible standards of conduct.

5 39. Plaintiff is currently unaware of the identities of all the Class Members.
6 Accordingly, Defendants should be required to provide to Plaintiff a list of all persons employed
7 as Sales Employees (and similarly situated individuals who held titles involving the sale and
8 service of products in Stuart Weitzman, Kate Spade, and Coach retail locations) in California
9 beginning four years prior to the filing of this Complaint until the present, stating their last known
10 addresses and telephone numbers, so that Plaintiff may give such Class Members notice of the
11 pendency of this action and an opportunity to make an informed decision about whether to
12 participate in it.

13 40. The proposed Class that Plaintiff seeks to represent is defined as follows:

14 All Sales Employees who are or have been employed by Defendant in the State of
15 California at any time and at any Kate Spade, Coach, and/or Stuart Weitzman retail store
16 or location during the four years prior to the commencement of this suit and continuing
17 while this Action is pending.

18 41. There is a well-defined community of interest in the litigation and the proposed
19 Class is easily ascertainable:

20 a. Numerosity: While the precise number of Class Members has not been
21 determined at this time, Plaintiff is informed and believes that Defendants have employed in
22 excess of 100 persons as Sales Employees in California during the proposed Class Period.

23 b. Commonality: There are questions of law and fact common to Plaintiff and
24 the Class that predominate over any questions affecting only individual Class Members. These
25 common questions of law and fact include, without limitation:

- 26 i. Whether Defendants failed to compensate Plaintiff and the Class
27 Members for all hours worked;
- 28 ii. Whether Defendants did not have any formal policies or procedures
in place applicable to Plaintiff and Class Members relating to meal
periods;

- 1 iii. Whether Defendants' theft prevention program failed to pay
2 Plaintiff and the Class Members for all hours worked including
3 overtime premium pay by requiring Class Members to engage in
4 post shift activities without wages.
- 5 iv. Whether Defendants uncompensated theft prevention program
6 interrupted, impeded, or shortened the time for Class Members to
7 take meal and rest breaks that did not comply with the requirements
8 of *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012);
- 9 iv. Whether Defendants failed to pay Plaintiff and the Class Members
10 the required minimum wage for every hour where work was
11 performed;
- 12 v. Whether Defendants failed to provide Plaintiff and the Class
13 Members with accurate itemized statements;
- 14 vi. Whether Defendants failed to provide meal breaks for
15 Plaintiff and the Class Members;
- 16 vii. Whether Defendants owe Plaintiff and the Class Members waiting
17 time penalties pursuant to Labor Code §203;
- 18 viii. Whether Defendants engaged in unfair business practices under
19 Business and Professions Code §17200;
- 20 ix. The effect upon and the extent of damages suffered by Plaintiff and
21 the Class Members and the appropriate amount of compensation.

22 c. Typicality: Plaintiff's claims are typical of the claims of the proposed
23 Class. Plaintiff and all Class Members sustained injuries and damages arising out of and caused
24 by Defendants' common course of conduct in violation of law as alleged herein.

25 d. Adequacy of Representation: Plaintiff are members of the proposed Class
26 and will fairly and adequately represent and protect the interests of the Class Members. Counsel
27 who represent Plaintiff are competent and experienced in litigating large wage and hour and other
28 employment class actions.

1 e. Superiority of Class Action: A class action is superior to other available
2 means for the fair and efficient adjudication of this controversy. Questions of law and fact
3 common to the proposed Class predominate over any questions affecting only individual Class
4 Members. Each proposed Class Member has been damaged and is entitled to recovery by reason
5 of Defendants' illegal policies and/or practices of failing to pay full and correct wages, including
6 the minimum wage and overtime premium wages, as required by law. A class action will allow
7 those similarly situated persons to litigate their claims in the manner that is most efficient and
8 economical for the parties and the judicial system.

9 **FIRST CAUSE OF ACTION**

10 **(Failure to Pay Compensation For All Hours Worked - Labor Code §§ 216 and 1194**

11 **By Plaintiff Individually and on Behalf of All Class Members)**

12 42. As a separate and distinct cause of action, Plaintiff complains and realleges all of
13 the allegations contained in this complaint, and incorporates them by reference into this cause of
14 action as though fully set forth herein, excepting those allegations which are inconsistent with this
15 cause of action.

16 43. Plaintiff brings this action to recover unpaid compensation for all hours worked,
17 including for work over eight hours in a day and over forty hours in a workweek.

18 44. Defendants' conduct described in this Complaint violates, among other things,
19 Labor Code §§ 204, 216, 218, 218.5, 218.6, 510, 1194, and 1198 and the IWC Wage Orders.

20 45. Defendants failed to pay Plaintiff and the Class Members for all of the actual hours
21 worked, including for work over eight hours in a day and over forty hours in a workweek. As
22 stated, Defendant had, and continues to have, a security/loss prevention standards policy
23 mandating that Plaintiff and class members undergo security bag and clothing checks before
24 leaving the store premises. Specifically, after clocking out for their meal breaks and/or at the end
25 of their shifts, Plaintiff and class members were required to wait off-the-clock for another
26 employee to become available to perform the security bag check before they could leave. Plaintiff
27 was required to wait "off-the-clock" for another employee to perform the security bag check
28 before he was permitted to leave the store premises. Defendant did not pay at least minimum

1 wages for the time Plaintiff and Class Members spent waiting to undergo security bag checks that
2 would have qualified for overtime pay. Also, to the extent that these off-the-clock hours did not
3 qualify for overtime premium payment, Defendants did not pay even minimum wages for those
4 hours in violation of California Labor Code sections 1194, 1197, and 1197.1.

5 46. Plaintiff and the Class Members are also entitled to penalties pursuant to Paragraph
6 No. 20 of the applicable IWC Wage Order which provides, in addition to any other civil penalties
7 provided by law, any employer or any other person acting on behalf of the employer who violates,
8 or causes *to be* violated, the provisions of the IWC Wage Order, shall be subject to a civil penalty
9 of \$50.00 (for initial violations) or \$100.00 (for subsequent violations) for each underpaid
10 employee for each pay period during which the employee was underpaid in addition to the amount
11 which is sufficient to recover unpaid wages.

12 47. Defendant knew or should have known that its security/loss prevention standards
13 policy caused Plaintiff and class members to incur off-the-clock time after punching out based on
14 the location of Defendant's timekeeping system at the back of stores and requiring security bag
15 checks to take place at the front of their stores. However, Defendant did not compensate Plaintiff
16 and class members for the time they spent off-the-clock to undergo security bag checks. To the
17 extent that the time Plaintiff and class members were subjected to security bag checks pursuant to
18 Defendant's security/loss prevention policy qualified for overtime pay, Defendants failed to pay
19 Plaintiff and class members overtime wages in violation of California Labor Code §§ 510 and
20 1198.

21 48. As a result of Defendant's unlawful acts, Plaintiff and Class Members have been
22 deprived of compensation in an amount according to proof at the time of trial, and are entitled to
23 recovery of such amounts, plus interest thereon, liquidated damages pursuant to Labor Code §
24 1194.2, and attorneys' fees and costs, pursuant to Labor Code §§ 1194 and 2698, in an amount
25 according to proof at the time of trial. Plaintiff and the Class Members are also entitled to
26 additional penalties and/or liquidated damages pursuant to statute.

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1 **SECOND CAUSE OF ACTION**

2 **(Failure to Pay Minimum Wages - Labor Code § 1194**

3 **By Plaintiff Individually and on Behalf of All Class Members)**

4 49. As a separate and distinct cause of action, Plaintiff complains and realleges all of
5 the allegations contained in this complaint, and incorporate them by reference into this cause of
6 action as though fully set forth herein, excepting those allegations which are inconsistent with this
7 cause of action.

8 50. At all relevant times, the IWC Wage Orders contained in Title 8 of the Code of
9 Regulations (“Wage Orders”) applied to Plaintiff in Plaintiff’s capacity as employees of
10 Defendants. The Wage Orders and California law provided, among other things, that Plaintiff
11 must receive minimum wage earnings for all hours worked.

12 51. During the Class Period, Defendants have routinely failed to pay Class Members,
13 including Plaintiff, the minimum wage required by the Employment Laws and Regulations for all
14 hours worked.

15 52. The Class Members, including Plaintiff, have been deprived of their rightfully
16 earned minimum wages as a direct and proximate result of Defendants’ policies and practices and
17 Defendants’ failure and refusal to pay said wages for all hours worked. The Class Members,
18 including Plaintiff, are entitled to recover the past wages owed to them, under the minimum wage
19 laws, plus an additional equal amount as liquidated damages as permitted under the Wage Orders
20 and California law, plus interest thereon and attorneys’ fees and costs pursuant to Labor Code §§
21 1194 and 2698, in an amount according to proof at the time of trial.

22 **THIRD CAUSE OF ACTION**

23 **(Failure to Pay Overtime Compensation - By Plaintiffs Individually and on Behalf of All**
24 **Class Members: California Labor Code §§ 510 and 1194)**

25 53. As a separate and distinct cause of action, Plaintiff complains and realleges all the
26 allegations contained in this complaint, and incorporates them by reference into this cause of
27 action as though fully set forth herein, excepting those allegations which are inconsistent with this
28 cause of action.

1 54. During the Class Period, Defendant has routinely required Sales Employees,
2 including Plaintiff, to work over eight hours in a day and over forty hours in a workweek.
3 However, Defendant has failed and refused to pay the Sales Employees, including Plaintiff, the
4 overtime compensation required by the Employment Laws and Regulations.

5 55. Defendant knew or should have known that its security/loss prevention standards
6 policy caused Plaintiff and class members to incur off-the-clock time after punching out based on
7 the location of Defendant's timekeeping system at the back of stores and requiring security bag
8 checks to take place at the front of their stores. However, Defendant did not compensate Plaintiff
9 and class members for the time they spent off-the-clock to undergo security bag checks. To the
10 extent that the time Plaintiff and class members were subjected to security bag checks pursuant to
11 Defendant's security/loss prevention policy qualified for overtime pay, Defendant failed to pay
12 Plaintiff and class members overtime wages in violation of California Labor Code §§ 510 and
13 1198.

14 56. The Sales Employees, including Plaintiff, have been deprived of their rightfully
15 earned overtime compensation as a direct and proximate result of Defendant's policies and
16 practices and Defendant's failure and refusal to pay that compensation. The Sales Employees,
17 including Plaintiff, are entitled to recover such amounts, plus interest, attorney's fees and costs.

18 **FOURTH CAUSE OF ACTION**

19 **(Failure to Provide Meal and Rest Periods - Labor Code §§ 226.7 and 512**

20 **By Plaintiff Individually and on Behalf of All Class Members)**

21 57. As a separate and distinct cause of action, Plaintiff complains and realleges all of
22 the allegations contained in this complaint, and incorporates them by reference into this cause of
23 action as though fully set forth herein, excepting those allegations which are inconsistent with this
24 cause of action.

25 58. During the Class Period, Defendant has failed to provide Sales Employees,
26 including Plaintiff, legally compliant meal and rest periods during their work shifts, and has failed
27 to compensate Sales Employees, including Plaintiff, for those meal and rest periods, as required
28 by Labor Code § 226.7 and the other applicable sections of the Employment Laws and

1 Regulations.

2 59. Defendant's timekeeping systems are located at the back of their retail stores, while
3 Plaintiff and Class Members were required to undergo security bag checks at the front of their
4 stores after they had already clocked out for a meal break. For example, Plaintiff carried his
5 backpack to work and after clocking out at the back of the store for the end of his shift or a meal
6 break, was required to undergo a security bag check at the front of the store. After clocking out
7 and then walking to the front of the store, Plaintiff had to wait for another employee to become
8 available to perform the security bag check before he was permitted to leave. Thus, after clocking
9 out for a supposed meal break or stepping away for a purported rest break, Plaintiff remained
10 under the custody and control of Defendant, and therefore such breaks - whether meal breaks or
11 rest breaks - are interrupted, impeded, shortened and overall illusory in nature.

12 60. The Sales Employees, including Plaintiff, have been deprived of their rightfully
13 earned compensation for meal and rest periods as a direct and proximate result of Defendants'
14 policies and practices and Defendants' failure and refusal to pay that compensation. The Sales
15 Employees, including Plaintiff, are entitled to recover such amounts pursuant to Labor Code §
16 226.7(b), plus interest.

17 **FIFTH CAUSE OF ACTION**

18 **(Failure to Furnish Accurate Wage and Hour Statements - Labor Code § 226**

19 **By Plaintiff Individually and on Behalf of All Class Members)**

20 61. As a separate and distinct cause of action, Plaintiff complains and realleges all of
21 the allegations contained in this complaint, and incorporate them by reference into this cause of
22 action as though fully set forth herein, excepting those allegations which are inconsistent with this
23 cause of action.

24 62. During the Class Period, Defendant has routinely failed to provide Class Members,
25 including Plaintiff, with timely and accurate wage and hour statements showing gross hours
26 earned, total hours worked, all deductions made, net wages earned, and all applicable hourly rates
27 in effect during each pay period and the corresponding number of hours worked at each hourly
28 rate.

1 63. As a consequence of Defendant's actions, Class Members are entitled to all
2 available statutory penalties, costs and reasonable attorneys' fees, including those provided in
3 Labor Code § 226(e), as well as all other available remedies.

4 **SIXTH CAUSE OF ACTION**

5 **(For Waiting Time Penalties - Labor Code §§ 201-203**

6 **By Plaintiff Individually and on Behalf of All Class Members)**

7 64. As a separate and distinct cause of action, Plaintiff complains and realleges all of
8 the allegations contained in this complaint, and incorporates them by reference into this cause of
9 action as though fully set forth herein, excepting those allegations which are inconsistent with this
10 cause of action.

11 65. During the Class Period, Defendant failed to pay accrued wages and other
12 compensation due immediately to each Class Member who was terminated, and failed to pay
13 accrued wages and other compensation due within seventy-two hours to each Class Member ,
14 including Plaintiff, who ended his employment.

15 66. Labor Code § 201 requires an employer who discharges an employee to pay
16 compensation due and owing to said employee immediately upon discharge. Labor Code § 203
17 provides that if an employer willfully fails to pay compensation promptly upon discharge, as
18 required by § 201, the employer is liable for waiting time penalties in the form of continued
19 compensation for up to 30 work days.

20 67. Defendant, and each of them, willfully failed and refused, and continue to willfully
21 fail and refuse, to timely pay compensation due to Class Member upon termination or resignation,
22 as required by Labor Code § 201. As a result, Defendant, and each of them, are liable to Plaintiff
23 and all Class Members similarly situated for waiting time penalties, together with interest thereon,
24 pursuant to Labor Code § 203, as well as all other available remedies, in an amount according to
25 proof at the time of trial.

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SEVENTH CAUSE OF ACTION

(For Unfair Competition - Business & Professions Code § 17200, *et seq.*

By Plaintiff Individually and on Behalf of All Class Members)

68. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

69. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Class Member s, including Plaintiff, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Class Member s, including Plaintiff.

70. Defendants' unfair business practices violate the Unfair Competition Laws and entitle Plaintiff to seek preliminary and permanent injunctive relief including, but not limited to, orders that Defendants account for, disgorge and restore to the Class Member s, including Plaintiff, the wages and other compensation unlawfully withheld from them.

71. In addition to the actual damages caused by the unlawful conversion, the Class Members, including Plaintiff, are entitled to recover exemplary damages for the sake of example and by way of punishing Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for judgment against Defendants as follows:

1. For an Order certifying the First through Seventh Causes of Action as a class action;
2. For an Order appointing Plaintiff's counsel as Class counsel;
3. For compensatory damages in an amount to be ascertained at trial;
4. For restitution in an amount to be ascertained at trial;
5. For punitive and exemplary damages in an amount to be ascertained at trial;
6. For all penalties allowed by law;

- 1 7. For prejudgment interest;
- 2 8. For reasonable attorneys' fees pursuant to Labor Code §§ 1194;
- 3 9. For costs of suit incurred herein;
- 4 10. For disgorgement of profits garnered as a result of Defendants' unlawful failure to
- 5 pay wages, including overtime wages, earned; and
- 6 11. For such further relief as the Court may deem appropriate.

8 DATED: August 31, 2018

BOYAMIAN LAW, INC.
LAW OFFICES OF THOMAS W. FALVEY

9

10 By: *A.R. Boyamian for*

11 MICHAEL H. BOYAMIAN

12 Attorneys for Plaintiff John Ornelas,

13 individually and on behalf of all others similarly

14 situated

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff John Ornelas, individually and on behalf of all similarly situated individuals,

17 demand jury trial of this matter.

19 DATED: August 31, 2018

BOYAMIAN LAW, INC.
LAW OFFICES OF THOMAS W. FALVEY

20

21 By: *A.R. Boyamian for*

22 MICHAEL H. BOYAMIAN

23 Attorneys for Plaintiff John Ornelas,

24 individually and on behalf of all others similarly

25 situated

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael H. Boyamian, SBN 256107; Armand R. Kizirian, SBN 293992 BOYAMIAN LAW, INC. 550 N. Brand Blvd., Suite 1500 Glendale, California 91203 TELEPHONE NO.: (818) 547-5300 FAX NO.: (818) 547-5678 ATTORNEY FOR (Name): Plaintiff John Ornelas		FOR COURT USE ONLY FILED BY FAX ALAMEDA COUNTY September 04, 2018 CLERK OF THE SUPERIOR COURT By Burt Moskaira, Deputy CASE NUMBER: RG18920047
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: - CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davidson Courthouse		
CASE NAME: Ornelas v. Tapestry, Inc.		
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)	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: 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)	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)	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)
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)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
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)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	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)	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	d. <input checked="" type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	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
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	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): 7

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: 8/31/2018
Armand R. Kizirian



(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.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael H. Boyamian, SBN 256107; Armand R. Kizirian, SBN 293992 BOYAMIAN LAW, INC. 550 N. Brand Blvd., Suite 1500 Glendale, California 91203 TELEPHONE NO.: (818) 547-5300 FAX NO. (Optional): (818) 547-5678 E-MAIL ADDRESS (Optional): michael@boyamianlaw.com, armand@boyamianlaw.com ATTORNEY FOR (Name): Plaintiff John Ornelas	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1221 Oak Street MAILING ADDRESS: - CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Administration Building	
PLAINTIFF/PETITIONER: JOHN ORNELAS DEFENDANT/RESPONDENT: TAPESTRY, INC.	CASE NUMBER: RG18920047
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (served in complex cases only)
 - e. cross-complaint
 - f. other (specify documents):
3.
 - a. Party served (specify name of party as shown on documents served):
Defendant Tapestry, Inc.
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
Victor Luis - Chief Executive Officer of Tapestry, Inc.
4. Address where the party was served:
10 Hudson Yards, New York, New York 10001
5. I served the party (check proper box)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): _____ (2) at (time): _____
 - b. **by substituted service.** On (date): _____ at (time): _____ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): _____
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ from (city): _____ or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: JOHN ORNELAS	CASE NUMBER:
DEFENDANT/RESPONDENT: TAPESTRY, INC.	RG18920047

5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on *(date)*: _____ (2) from *(city)*: _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (*specify means of service and authorizing code section*):
- Pursuant to CCP §§ 415.40 and 416.10(b) on the out-of-state CEO of Defendant via certified mail, return receipt requested where no California agent for service of process designated.
- Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*): _____
- c. as occupant.
- d. On behalf of (*specify*): **Tapestry, Inc.**
 under the following Code of Civil Procedure section:
- | | |
|-------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: _____ |

7. **Person who served papers**
- a. Name: **Brett Emanuel**
- b. Address: **550 N. Brand Blvd., Suite 1500, Glendale, CA 91203**
- c. Telephone number: **(818) 547-5300**
- d. **The fee for service was: \$ -**
- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: _____
- (iii) County: _____

8. **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. **I am a California sheriff or marshal** and I certify that the foregoing is true and correct.

Date: 10/18/2018

Brett Emanuel
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)


(SIGNATURE)

EXHIBIT B

USPS Tracking®

FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Track Another Package +

Tracking Number: 70161370000023942625

Remove X

Expected Delivery on

FRIDAY

21 SEPTEMBER
2018 ⓘ

 **Delivered**

September 21, 2018 at 4:16 pm
Delivered, To Mail Room
NEW YORK, NY 10001

Get Updates ▼

Feedback

Text & Email Updates ▼

Tracking History ^

September 21, 2018, 4:16 pm

Delivered, To Mail Room
NEW YORK, NY 10001

Your item has been delivered to the mail room at 4:16 pm on September 21, 2018 in NEW YORK, NY 10001.

September 21, 2018, 9:00 am

Out for Delivery
NEW YORK, NY 10001

September 21, 2018, 8:50 am

Sorting Complete
NEW YORK, NY 10001

September 21, 2018, 7:15 am

Arrived at Unit
NEW YORK, NY 10001

September 20, 2018

In Transit to Next Facility

September 16, 2018, 9:39 am

Arrived at USPS Regional Facility
NEW YORK NY DISTRIBUTION CENTER

September 14, 2018, 11:35 pm

Arrived at USPS Regional Facility
LOS ANGELES CA DISTRIBUTION CENTER

Feedback

Product Information



Postal Product:

Features:
Certified Mail™

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

The easiest tracking number is the one you don't have to know.

With Informed Delivery[®], you never have to type in another tracking number. Sign up to:

- See images* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions[™] for your mail carrier.

Feedback

Sign Up

([https://reg.usps.com/entreg/RegistrationAction_input?](https://reg.usps.com/entreg/RegistrationAction_input?app=UspsTools&appURL=https%3A%2F%2Ftools.usps.com%2Fgo)

*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS' automated equipment.

EXHIBIT C

<http://apps.alameda.courts.ca.gov/domainweb>.

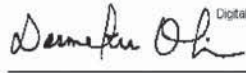
All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 23.

If the information contained in this notice requires change or clarification, please contact the courtroom clerk for Department 23 by e-mail at Dept.23@alameda.courts.ca.gov or by phone at (510) 267-6939.

TELEPHONIC COURT APPEARANCES at Case Management Conferences may be available by contacting CourtCall, an independent vendor, at least 3 business days prior to the scheduled conference. Parties can make arrangements by calling (888) 882-6878, or faxing a service request form to (888) 883-2946. This service is subject to charges by the vendor.

Dated: 09/12/2018

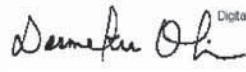
Chad Finke Executive Officer / Clerk of the Superior Court

By  ^{Digital}
Deputy Clerk

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 09/13/2018.

By  ^{Digital}
Deputy Clerk

1 **AKIN GUMP STRAUSS HAUER & FELD LLP**

2 GREGORY W. KNOPP (SBN 237615)
3 JONATHAN S. CHRISTIE (SBN 294446)
4 VICTOR A. SALCEDO (SBN 317910)

5 gknopp@akingump.com
6 christiej@akingump.com
7 vsalcedo@akingump.com
8 1999 Avenue of the Stars, Suite 600
9 Los Angeles, CA 90067-6022
10 Telephone: 310.229.1000
11 Facsimile: 310.229.1001

12 Attorneys for Defendant,
13 Tapestry, Inc.

**ENDORSED
FILED
ALAMEDA COUNTY**

OCT 22 2018

CLERK OF THE SUPERIOR COURT
By CURTIYAH GANTER
Deputy

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF ALAMEDA

16 RENE C. DAVIDSON ALAMEDA COURTHOUSE

17 JOHN ORNELAS, individually and on
18 behalf of all others similarly situated,

19 Plaintiffs,

20 v.

21 TAPESTRY, INC., a Maryland Corporation;
22 and DOES 1 through 25, inclusive,

23 Defendants.

Case No. RG18920047

[Assigned To The Honorable Judge Brad Seligman,
Dept. 23 For All Purposes]

**DEFENDANT TAPESTRY INC.'S ANSWER TO
COMPLAINT**

Date Action Filed: September 4, 2018

1 Defendant Tapestry, Inc. ("Defendant") hereby answers the Complaint filed by Plaintiff John
2 Ornelas ("Plaintiff") as follows:

3 **GENERAL DENIAL**

4 Pursuant to Section 431.30(d) of the California Code of Civil Procedure, Defendant generally
5 and specifically denies each and every allegation of the Complaint. Further, without waiving or
6 excusing the burden of Plaintiff, or admitting that Defendant has any burden of proof, Defendant
7 hereby asserts the following defenses:

8 **FIRST DEFENSE**

9 (Failure to State a Cause of Action)

10 The Complaint, and each purported cause of action contained therein, is barred to the extent it
11 fails to state facts sufficient to constitute a cause of action against Defendant.

12 **SECOND DEFENSE**

13 (Statute of Limitations)

14 The Complaint, and each purported cause of action contained therein, is barred to the extent
15 Plaintiff seeks relief for conduct occurring outside the applicable statute of limitations.

16 **THIRD DEFENSE**

17 (Estoppel)

18 The Complaint, and each purported cause of action contained therein, is barred to the extent the
19 alleged actions of Defendant or its agents were a result of conduct by Plaintiff for which she cannot
20 equitably seek recovery against Defendant.

21 **FOURTH DEFENSE**

22 (Good Faith)

23 Plaintiff is barred from relief because Defendant and its agents acted in good faith at all times
24 and had reasonable grounds to believe that no violation of any applicable law, statute, and/or regulation
25 occurred.

1 **FIFTH DEFENSE**

2 (Class Action Civil Penalties Unconstitutional)

3 The Complaint, and each purported cause of action contained therein, is barred to the extent
4 Plaintiff's claim for civil penalties on behalf of a class is unconstitutional in violation of the United
5 States and California Constitutions.

6 **SIXTH DEFENSE**

7 (Good Faith Dispute/No Willfulness)

8 For his fifth and sixth causes of action, Plaintiff seeks penalties for willful, intentional, or
9 knowing violations of the Labor Code. These claims are barred if a "good faith dispute" exists
10 concerning whether Defendant violated the Labor Code. A good faith dispute exists here because
11 Defendant has reasonable defenses that it did not violate the Labor Code provisions regarding paying
12 wages, providing breaks, and providing wage statements.

13 **SEVENTH DEFENSE**

14 (No Willfulness)

15 The Complaint, and each purported cause of action contained therein, is barred because the
16 alleged conduct of Defendant and its agents was not willful.

17 **EIGHTH DEFENSE**

18 (No Knowing or Intentional Conduct)

19 The Complaint, and each purported cause of action contained therein, is barred to the extent the
20 alleged wage statement violations of Defendant were not knowing or intentional.

21 **NINTH DEFENSE**

22 (Alleged Work Not Compensable)

23 The Complaint, and each purported cause of action contained therein, is barred to the extent the
24 alleged "work" Plaintiff and putative class members performed for Defendant was not compensable.
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1 **TENTH DEFENSE**

2 (No Knowledge)

3 The Complaint, and each purported cause of action contained therein, is barred because
4 Defendant had no knowledge of any uncompensated "work" performed by Plaintiff or putative class
5 members.

6 **ELEVENTH DEFENSE**

7 (*De Minimis* Doctrine)

8 The Complaint, and each purported cause of action contained therein, is barred to the extent the
9 *de minimis* doctrine applies to Plaintiff's claims.

10 **TWELFTH DEFENSE**

11 (Waiver of Meal and/or Rest Breaks)

12 The Complaint, and each purported cause of action contained therein, is barred to the extent
13 Plaintiff waived his right to take meal and/or rest breaks pursuant to the Labor Code and/or the
14 applicable wage order.

15 **THIRTEENTH DEFENSE**

16 (Meal and Rest Breaks Provided)

17 The Complaint, and each purported cause of action contained therein, is barred because
18 Defendant provided meal and rest breaks, as required by law.

19 **FOURTEENTH DEFENSE**

20 (No Injury)

21 The Complaint, and each purported cause of action contained therein, is barred to the extent it
22 seeks damages or penalties for allegedly inaccurate wage statements, because Plaintiff suffered no
23 injury from the alleged failure to provide properly itemized wage statements.

24 **FIFTEENTH DEFENSE**

25 (Compliance with Statute)

26 Plaintiff is barred from relief because Defendant at all times complied and/or substantially
27 complied with all applicable statutes, regulations, and laws.

1 **SIXTEENTH DEFENSE**

2 (Paid All Sums)

3 Defendant is informed and believes, and on that basis alleges, that the Complaint, and each
4 purported claim therein, is barred because Defendant has paid Plaintiff and the members of the putative
5 class he purports to represent all sums due them.

6 **SEVENTEENTH DEFENSE**

7 (Waiver)

8 The Complaint, and each purported cause of action contained therein, is barred to the extent
9 Plaintiff by his actions has waived his right to recovery.

10 **EIGHTEENTH DEFENSE**

11 (Accord and Satisfaction)

12 Plaintiff and any purported class member he seeks to represent are barred from relief to the
13 extent they have previously waived or released their claims against Defendant, including in the
14 settlement agreement reached in *Miranda v. Coach, Inc.*, U.S. District Court for the Northern District
15 of California, Case No. 3:14-CV-02031-JD.

16 **NINETEENTH DEFENSE**

17 (Unclean Hands)

18 The Complaint, and each purported cause of action contained therein, is barred in whole or in
19 part by the doctrine of unclean hands.

20 **TWENTIETH DEFENSE**

21 (Standing)

22 Defendant is informed and believes, and on that basis alleges, that Plaintiff lacks the requisite
23 standing to assert each purported cause of action in the Complaint.

24 **TWENTY-FIRST DEFENSE**

25 (Class Certification Requirements Not Met)

26 Defendant is informed and believes, and on that basis alleges, that this action does not meet the
27 requirements for class action treatment.

TWENTY-SECOND DEFENSE

(Impermissible Representative Action)

Plaintiff is barred from obtaining relief against Defendant because California Business and Professions Code Section 17200, *et seq.* does not permit representative actions where liability can be determined only through fact-intensive individualized assessments of alleged wage and hour violations.

TWENTY-THIRD DEFENSE

(No Waiting Time Penalties)

Plaintiff seeks waiting time penalties for an alleged failure to pay final wages, including meal and rest break premiums. However, waiting time penalties are not available for meal and rest break violations as a matter of law. Thus, his claim for waiting time penalties based on break violations is barred.

TWENTY-FOURTH DEFENSE

(No Employment Relationship)

The Complaint, and each purported cause of action contained therein, is barred to the extent that Plaintiff purports to represent individuals who were not employed by Tapestry.

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RESERVATION OF RIGHTS

Defendant reserves the right to add additional defenses as they become known during the course of this litigation.

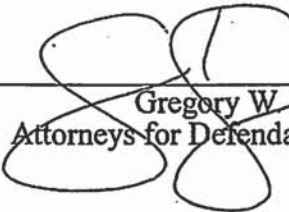
WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiff take nothing by the Complaint;
2. That the Complaint be dismissed with prejudice;
3. For judgment in favor of Defendant;
4. For attorneys' fees and costs of suit herein; and
5. For such other and further relief as the Court may deem proper and just.

Dated: October 19, 2018

AKIN GUMP STRAUSS HAUER & FELD LLP
GREGORY W. KNOPP
JONATHAN S. CHRISTIE
VICTORIA A. SALCEDO

By _____



Gregory W. Knopp
Attorneys for Defendant Tapestry, Inc.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 1999 Avenue of the Stars, Suite 600, Los Angeles, CA 90067. On October 19, 2018, I served the foregoing document(s) described as: **DEFENDANT TAPESTRY INC.'S ANSWER TO COMPLAINT** on the interested parties below, using the following means:

BOYAMIAN LAW, INC.
Michael E. Boyamian
Armand R. Kizirian
550 North Brand Blvd., Suite 1500
Glendale, CA 91203
Telephone: 818.547.5300
Facsimile: 818.547.4678
michael@boyamianlaw.com
armand@boyamianlaw.com

LAW OFFICES OF THOMAS FALVEY
Thomas W. Falvey
550 North Brand Blvd., Suite 1500
Glendale, CA 91203
Telephone: 818.547.5200
Facsimile: 818.500.9307
thomasfalvey@gmail.com

BY UNITED STATES MAIL I enclosed the documents in a sealed envelope or package addressed to the respective address of the parties stated above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid at Los Angeles, California.

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 19, 2018, at Los Angeles, California.

Verbon Davenport
[Print Name of Person Executing Proof]


[Signature]

AKIN GUMP STRAUSS HAUER & FELD LLP

GREGORY W. KNOPP (SBN 237615)
JONATHAN S. CHRISTIE (SBN 294446)
VICTOR A. SALCEDO (SBN 317910)
1999 Avenue of the Stars, Suite 600
Los Angeles, CA 90067-6022
Telephone: 310.229.1000
Facsimile: 310.229.1001
gknopp@akingump.com
christiej@akingump.com
vsalcedo@akingump.com

Attorneys for Defendant
TAPESTRY, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JOHN ORNELAS, individually and
on behalf of all others similarly
situated,

Plaintiffs,

v.

TAPESTRY, INC., a Maryland
Corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No.

CLASS ACTION

**DECLARATION OF BEN SHEA IN
SUPPORT OF TAPESTRY, INC.’S
NOTICE OF REMOVAL**

[Notice of Removal, Declaration of Jonathan
Christie, Civil Cover Sheet, Notice of
Interested Parties and Corporate Disclosure
Statement, Notice of Pendency of Other
Actions, and Certificate of Service filed
concurrently]

Date Action Filed: September 4, 2018

(Alameda County Superior Court, Case No.
RG18920047)

DECLARATION OF BEN SHEA

I, Ben Shea, certify and declare as follows:

1. I am currently employed by Tapestry, Inc. as Vice President, Global People Services. In that position, I am familiar with and have personal knowledge of Tapestry’s corporate organization, operations, and general business affairs, as well as the employment records maintained regarding employees working in the Coach, Kate Spade, and Stuart Weitzman brand stores. I submit this declaration in support of Tapestry’s Notice of Removal.

2. Effective October 31, 2017, Coach, Inc. changed its name to Tapestry, Inc.

3. Tapestry is a corporation organized and incorporated under the laws of the state of Maryland. Tapestry has not been incorporated in California.

4. Tapestry maintains its corporate headquarters in New York, New York, and Tapestry’s Coach, Kate Spade, and Stuart Weitzman brands are each operated from New York, New York.

5. For example, Tapestry’s and the Coach, Kate Spade and Stuart Weitzman brands’ executive and administrative operations are centrally managed from New York, New York.

6. Tapestry’s chief executive officer, president and chief administrative officer, chief financial officer, and global head of human resources maintain their offices at Tapestry’s headquarters in New York, New York. In addition, the chief executive officers, heads of store operations and heads of human resources for Coach, Kate Spade and Stuart Weitzman also maintain their offices in New York, New York.

7. From its headquarters in New York, Tapestry, Coach, Kate Spade and Stuart Weitzman make and implement operating, distribution, financial, employee relations, marketing, development, customer care, accounting, income tax, treasury, and legal policy decisions.

8. The majority of meetings of Tapestry’s Board of Directors and stockholders take place in the state of New York.

1 9. Tapestry's, and the Coach, Kate Spade and Stuart Weitzman brands'
2 financial records are maintained in the state of New York.

3 10. Tapestry's tax returns are filed from the state of New York.

4 11. Tapestry pays its employees bi-weekly.

5 12. In the regular course of business, Tapestry and the Kate Spade brand
6 currently maintain electronic human resources and payroll databases containing
7 information regarding the employment status, job positions, termination dates, and
8 wages of current and former employees from the Coach, Kate Spade, and Stuart
9 Weitzman brand stores, including employees in California. I am familiar with these
10 databases and my team and I regularly use and rely on the data they maintain in
11 connection with our work responsibilities.

12 13. In October 2018, searches of these databases were conducted, and I have
13 reviewed the data and results. These queries revealed the following:

- 14 a. During his employment with Tapestry, John Ornelas worked at a Stuart
15 Weitzman brand store in Canoga Park, California and kept a Santa Clarita,
16 California address on file with the company in connection with that work.
- 17 b. From September 4, 2015 to the present, at least 1,100 of Kate Spade's
18 California non-exempt employees have separated from the company.
- 19 c. From September 4, 2015 to the present, Kate Spade's California non-
20 exempt employees typically have worked shifts longer than six hours.
- 21 d. From September 4, 2015 to the present, the average hourly rate for Kate
22 Spade's California non-exempt employees has been at least \$12.00 per
23 hour.
- 24 e. From September 4, 2014 through December 16, 2017, Tapestry (and/or its
25 predecessor, Coach, Inc.) has employed approximately 600 individuals as
26 an Associate Manager or Assistant Manager in its California Coach stores.
27 These employees worked approximately 40,000 total workweeks in these
28 positions during this period.

- f. From May 23, 2017 through December 16, 2017, Tapestry (and/or its predecessor, Coach, Inc.) has typically employed more than 1,000 individuals as Sales Associates in its California Coach stores at any given time. These employees worked approximately 53,000 total workweeks in these positions during this period.
- g. From September 4, 2014 to the present, the average hourly rate for Tapestry's Coach Associate Managers and Assistant Managers in California has been at least \$21.00 per hour.
- h. From September 4, 2015 to the present, the average hourly rate for Tapestry's Coach Associate Managers and Assistant Managers in California has been at least \$21.00 per hour.
- i. From May 23, 2017 to the present, the hourly rate for Tapestry's Coach Sales Associates has been at least \$10.50 per hour.
- j. From September 4, 2014 through December 16, 2017, Coach Associate Managers and Assistant Managers in California typically have worked shifts longer than 7.5 hours.
- k. From May 23, 2017 through December 16, 2017, Coach Sales Associates in California typically have worked shifts longer than 6.5 hours.
- l. From September 4, 2014 through December 16, 2017, Coach Associate Managers and Assistant Managers in California have, on average, worked more than four shifts per week.
- m. From May 23, 2017 through December 16, 2017, Coach Sales Associates in California have, on average, worked at least four shifts per week.
- n. From September 4, 2014 through December 16, 2017, Coach Associate Managers and Assistant Managers in California have worked more than 180,000 shifts longer than five hours.
- o. From May 23, 2017 through December 16, 2017, Coach Sales Associates in California have worked more than 40,000 shifts longer than five hours.

1 p. From September 4, 2015 to the present, at least 280 of Coach’s California
2 Associate and Assistant Managers have separated from the company.

3 q. From May 23, 2017 to the present, at least 650 of Coach’s California Sales
4 Associates have separated from the company.

5 r. From September 4, 2017 to the present, Coach has typically employed at
6 least 200 Associate Managers and Assistant Managers in California at any
7 time.

8 s. From May 23, 2017 to the present, Coach has typically employed at least
9 1,000 Sales Associates in California at any given time.

10 I declare under penalty of perjury under the laws of the United States of America
11 that the foregoing is true and correct.

12 Executed on October 22, 2018 in New York, New York.

13 
14 _____
15 BEN SHEA

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JS-CAND 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS JOHN ORNELAS, individually and on behalf of all others similarly situated</p> <p>(b) County of Residence of First Listed Plaintiff Alameda County <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) BOYAMIAN LAW, INC., Michael E. Boyamian, Armand R. Kizirian, 550 North Brand Blvd., Suite 1500, Glendale, CA 91203, Tele: 818.547.5300, Facsimile: 818.547.4678; and LAW OFFICES OF THOMAS FALVEY, Thomas W. Falvey, 550 North Brand Blvd., Suite 1500, Glendale, CA 91203</p>	<p>DEFENDANTS TAPESTRY, INC., a Maryland Corporation; and DOES 1 through 25, inclusive</p> <p>County of Residence of First Listed Defendant <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) Gregory W. Knopp, Jonathan Christie, Victor Salcedo, Akin Gump Strauss Hauer & Feld LLP, 1999 Avenue of the Stars, Suite 600, Los Angeles, CA 90067 310-229-1000</p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p>1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p>2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td>PTF</td> <td>DEF</td> <td></td> <td>PTF</td> <td>DEF</td> </tr> <tr> <td>Citizen of This State</td> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment Of Veteran's Benefits 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury -Medical Malpractice	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability	625 Drug Related Seizure of Property 21 USC § 881 690 Other LABOR 710 Fair Labor Standards Act 720 Labor/Management Relations 740 Railway Labor Act 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation 791 Employee Retirement Income Security Act IMMIGRATION 462 Naturalization Application 465 Other Immigration Actions	422 Appeal 28 USC § 158 423 Withdrawal 28 USC § 157 PROPERTY RIGHTS 820 Copyrights 830 Patent 835 Patent-Abbreviated New Drug Application 840 Trademark SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS-Third Party 26 USC § 7609	375 False Claims Act 376 Qui Tam (31 USC § 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced & Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities-Employment 446 Amer. w/Disabilities-Other 448 Education	HABEAS CORPUS 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty OTHER 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee-Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
28 U.S.C. §§ 1332(d), 1441, 1446, and 1453

Brief description of cause:
alleged: failure to pay minimum wage, failure to pay overtime, failure to provide meal/rest breaks, failure to provide accurate wage statements, waiting time penalties, unfair competition

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ in excess of \$5M

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY *(See instructions):* JUDGE _____ DOCKET NUMBER _____

IX. DIVISIONAL ASSIGNMENT *(Civil Local Rule 3-2)*
(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 10/22/2018 SIGNATURE OF ATTORNEY OF RECORD 

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Fashion Brand Tapestry Owes Unpaid Wages Stemming from Unpaid Security Checks](#)
