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THE GRAVES FIRM  
ALLEN GRAVES (SB#204580)  
allen@gravesfirm.com  
122 N. Baldwin Ave., Main Floor  
Sierra Madre, CA 91024  
Telephone: (626) 240-0575  
Facsimile: (626) 737-7013

Attorney for Plaintiff  
Stacy Thompson

**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**MAY 13 2014**

Sherri R. Carter, Executive Officer/Clerk  
By Shaunya Bolden, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
LOS ANGELES COUNTY

Stacy Thompson,  
  
Plaintiff,  
  
v.  
  
Target Corporation and DOES 1  
through 10, inclusive,  
  
Defendants.

CASE NO.: BC474522

- FIRST AMENDED COMPLAINT FOR:**
- 1. Private Attorney General Claim for Failure to Provide Meal Breaks in Violation of Labor Code §§512 and 1198;**
  - 2. Private Attorney General Claim for Failure to Pay Wages as Required by California Labor Code §204;**
  - 3. Private Attorney General Claim for Failure to Pay Wages Upon Termination as Required by Labor Code §§201 and 202;**
  - 4. Private Attorney General Claim for Failure to Provide an Accurate Itemized Statement in Violation of Labor Code §226; and**
  - 5. Private Attorney General Claim For Failure to Provide Suitable Seats in Violation of California Wage Order and Labor Code §1198.**

**DEMAND FOR JURY TRIAL**

Dept: 71  
Judge: Hon. Soussan G. Bruguera

1 Plaintiff alleges as follows:  
2

3 **INTRODUCTION**

4 1. Plaintiff brings this Complaint as a Private Attorney General to recover civil  
5 penalties that are owed to the State of California and past and present Hourly Employees  
6 as a result of Defendant's violation of the California Labor Code ("Labor Code").

7 2. Plaintiff files this Amended Complaint pursuant to Code of Civil Procedure  
8 to California Code of Civil Procedure §472. Because this matter was removed to Federal  
9 Court prior to any Answer or Demurrer, Defendant has not yet filed an Answer or  
10 Demurrer to this Action in State Court.

11 3. In this Complaint, Plaintiff uses the term "Hourly Employee" to refer to  
12 individuals, whom Defendant employed on an hourly basis in California.  
13

14 **THE PARTIES**

15 4. Plaintiff is a citizen of the United States and a resident of Los Angeles  
16 County, California. Target employed Plaintiff as an Hourly Employee in Los Angeles  
17 County beginning in August 2004 and continuing through July 2011.

18 5. Defendant Target Corporation ("Target" or "the Company") is a corporation  
19 organized under the laws of the state of Minnesota with its principal place of business in  
20 Minneapolis, Minnesota. It operates over 1,700 retail locations throughout the United  
21 States. This includes approximately 250 stores in California such as the Los Angeles  
22 County store at which Plaintiff worked.

23 6. Target is in the business of selling goods or commodities at retail and,  
24 therefore, is subject to California Industrial Wage Order 7-2001("Wage Order"), which  
25 governs the mercantile industry.

26 7. Plaintiff is currently unaware of the true names and capacities of the  
27 Defendants sued herein as Does 1 through 10 (the "Doe Defendants") and therefore sues  
28 the Doe Defendants by such fictitious names. Plaintiff will amend this Complaint to

1 allege the true names and capacities of the Doe Defendants when they are ascertained.

2 8. Plaintiff is informed and believes, and thereon alleges, that the Doe  
3 Defendants are the partners, agents, or principals and co-conspirators of the named  
4 Defendants and of each other; that the named Defendants and the Doe Defendants  
5 performed the acts and conduct herein alleged directly, aided and abetted the performance  
6 thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and  
7 conduct, and therefore each of the Doe Defendants is liable to Plaintiff to the extent of the  
8 liability of the named Defendants as alleged herein.

9 9. Plaintiff is informed and believes, and on that basis alleges, that at all times  
10 herein mentioned, each of the Defendants was the agent, servant and/or employee of each  
11 of the other Defendants and, in connection with the matters hereinafter alleged, was acting  
12 within the scope of such agency and employment, and each Defendant ratified each and  
13 every act, omission and thing done by each and every other Defendant herein.

14  
15 **JURISDICTION AND VENUE**

16 10. This Court has jurisdiction in this action because the Defendant committed  
17 violations of the Labor Code that affected Plaintiff in this county, because one or more  
18 Defendants reside in this jurisdiction, and because service was effected on one or more  
19 Defendants while voluntarily present in California.

20 11. Venue is proper under California Code of Civil Procedure §395.5, as this is  
21 a county where liability against Defendants arises.

22  
23 **LABOR CODE §2699**

24 12. Plaintiff re-alleges and incorporates herein by this reference the allegations  
25 of paragraphs 1 through 11 hereof, inclusive.

26 13. California Labor Code §§2699 and 2699.3 authorize Plaintiff to recover  
27 civil penalties on behalf of the State of California, and all Hourly Employees for each  
28 Labor Code violation described herein.

1 14. Plaintiff hereby seeks to recover civil penalties for each Labor Code  
2 violation described herein on behalf of the State of California, and all Hourly Employees  
3 in California pursuant to Labor Code §2699.

4 15. Pursuant to Labor Code §2699.3, on October 4, 2011, Plaintiff gave written  
5 notice by certified mail to the Labor and Workforce Development Agency and the  
6 employer of the specific provisions of the code alleged to be violated in this Complaint,  
7 including the facts and theories to support the alleged violation.

8 16. The Labor and Workforce Development Agency provided a written  
9 response to Plaintiff's notice on November 30, 2011 which stated that it does not intend to  
10 investigate or pursue the claims in this case.

11  
12 **FIRST CAUSE OF ACTION**

13 **(Private Attorney General Claim for Failure to Provide Meal Breaks**  
14 **in Violation of Labor Code §§512 and 1198)**

15 17. Plaintiff re-alleges and incorporates herein by this reference the allegations  
16 of paragraphs 1 through 16 hereof, inclusive.

17 18. Labor Code §512 and the Wage Order require that Target must provide each  
18 Hourly Employee who works more than five hours in a shift with an uninterrupted half-  
19 hour period in which the Hourly Employee is relieved of any duty or employer control  
20 and is free to come and go as he or she pleases. The Hourly Employee must be relieved of  
21 all duty for the entire period.

22 19. With regard to timing of meal breaks, Labor Code §512 and the Wage Order  
23 require that Target provide a first meal period after no more than five hours of work and a  
24 second meal period after no more than ten hours of work.

25 20. Labor Code §1198 requires that Target comply with the meal break and  
26 record-keeping requirements of the Wage Order.

27 21. Labor Code §226.7 requires that Defendant pay an extra hour of wages to  
28 any employee who works without being timely relieved of duty for a meal break.

1           22.     Since at least 2007, Target has maintained a uniform policy with regard to  
2 meal breaks at all of its stores in California.

3           23.     Under the uniform policy, Hourly Employees are required to clock out when  
4 they are relieved of duty for a meal break.

5           24.     Under the uniform policy, Hourly Employees are required to take all meal  
6 breaks that are provided. When an employee is relieved of duty for a meal break, he or  
7 she is required to cease all work. Employees may not elect to keep working during a meal  
8 break.

9           25.     Under the uniform policy, Hourly Employees may not waive meal breaks.  
10 For example, when an Hourly Employee works more than five, but less than six hours, the  
11 Hourly Employee may not waive his or her meal break for that shift.

12          26.     Under Defendant's uniform policy, an employee is relieved of duty for a  
13 first meal break only if the store is fully staffed, not busy, and there is no operational need  
14 for an Hourly Employee to work through his or her break. If the store is busy, short-  
15 staffed, or there is any need for the Hourly Employee to work through his or her break, the  
16 Hourly Employee is not relieved of duty.

17          27.     Under Defendant's uniform policy, Hourly Employees who work shifts in  
18 excess of ten hours are not provided with a second meal break.

19          28.     As a result of the uniform policy described above, there have been some  
20 occasions on which Target failed to provide one or more required meal breaks to an  
21 Hourly Employee who worked a shift in excess of five hours. This failure to provide  
22 breaks has occurred on a regular basis beginning at least in 2007 and continuing to the  
23 present day.

24          29.     As a result of the uniform policy described above, there have also been  
25 some occasions on which Target did provide all required meal breaks to an Hourly  
26 Employee who worked more than five hours.

1           30. Plaintiff has personally worked shifts over five hours in duration in which  
2 she was relieved of duty for a thirty-minute meal break but that relief from duty did not  
3 come for more than five hours after the start of her shift.

4           31. Plaintiff has personally worked shifts over five hours in duration in which  
5 she was not relieved of duty for a thirty-minute meal break.

6           32. Target is required by the Wage Order to maintain a tracking system that  
7 records the hours worked by each Hourly Employee and each time an Hourly Employee is  
8 relieved of duty for a meal break. Target stores the records from this system in a single  
9 work hour and meal break database.

10           33. Each shift on which Target failed to timely relieve an Hourly Employee of  
11 duty for a required meal break can be identified through a computer analysis of the single  
12 work hour and meal break database maintained by Defendant.

13  
14                                   **SECOND CAUSE OF ACTION**

15                                   **(Private Attorney General Claim for Failure to Pay Wages**  
16                                   **as Required by California Labor Code §204)**

17           34. Plaintiff re-alleges and incorporates herein by this reference the allegations  
18 of paragraphs 1 through 33 hereof, inclusive.

19           35. Even when Defendant's own database shows that an employee has worked  
20 without being provided a required meal break, Defendant maintains a uniform policy of  
21 refusing to pay the wages required by Labor Code §226.7.

22           36. Labor Code §204 requires that all wages are due and payable twice in each  
23 calendar month.

24           37. The wages required by Labor Code §226.7 became due and payable to each  
25 Hourly Employee in each pay period that he or she was not provided with a meal break or  
26 permitted to take a rest break to which he or she was entitled.

27           38. Target violated Labor Code §204 by systematically refusing to pay wages  
28 due under Labor Code §226.7 even when Target's own records indicated that an Hourly

1 Employee at a Target store was not provided with a meal break or permitted to take a rest  
2 break to which he or she was entitled.

3  
4 **THIRD CAUSE OF ACTION**

5 **(Private Attorney General Claim for Failure to Pay Wages Upon Termination**  
6 **as Required by Labor Code §§201 and 202)**

7 39. Plaintiff re-alleges and incorporates herein by this reference the allegations  
8 of paragraphs 1 through 38 hereof, inclusive.

9 40. Since at least 2007 and continuing to the present day, Target has terminated  
10 Hourly Employees who were entitled to wages pursuant to Labor Code §226.7 at the time  
11 that the Hourly Employee's employment with Target ended.

12 41. Since at least 2007 and continuing to the present day, Target's Hourly  
13 Employees who were entitled to wages pursuant to Labor Code §226.7 at the time that the  
14 Hourly Employee's employment with Target ended have voluntarily quit their jobs at  
15 Target.

16 42. Target maintains a policy and practice of refusing to pay any Hourly  
17 Employee the wages to which he or she is entitled under Labor Code §226.7 upon that  
18 Hourly Employee's termination or resignation.

19 43. Target maintains a policy and practice of refusing to pay any Hourly  
20 Employee the wages to which he or she is entitled under Labor Code §226.7 at any time  
21 after that Hourly Employee's termination or resignation.

22 44. Plaintiff was entitled to unpaid wages at the time that her employment with  
23 Target terminated and Target refused to pay.

1 **FOURTH CAUSE OF ACTION**

2 **(Private Attorney General Claim for Failure to Provide an Accurate**  
3 **Itemized Statement in Violation of Labor Code §226)**

4 45. Plaintiff re-alleges and incorporates herein by this reference the allegations  
5 of paragraphs 1 through 44 hereof, inclusive.

6 46. Labor Code §226 requires that Defendant provide each Hourly Employee  
7 with an itemized statement with each paycheck or direct deposit of pay that includes,  
8 among other things, the gross wages earned and the net wages earned by the Hourly  
9 Employee that pay period.

10 47. During each pay period since at least 2007, Target has failed to provide any  
11 of its Hourly Employees with an itemized statement that accurately states the gross wages  
12 earned by the Hourly Employees in that each statement omitted wages earned by the  
13 Hourly Employee pursuant to Labor Code §226.7.

14 48. During each pay period since 2007, Target has failed to provide any of its  
15 Hourly Employees with an itemized statement that accurately states the net wages earned  
16 by the Hourly Employee in that each statement omitted wages earned by the Hourly  
17 Employee pursuant to Labor Code §226.7.

18  
19 **FIFTH CAUSE OF ACTION**

20 **(Private Attorney General Claim for Failure to Provide Suitable Seats**  
21 **in Violation of California Wage Order and Labor Code §1198)**

22 49. Plaintiff re-alleges and incorporates herein by this reference the allegations  
23 of paragraphs 1 through 48 hereof, inclusive.

24 50. Paragraph 14 of the Wage Order states, “(A) All working employees shall  
25 be provided with suitable seats when the nature of the work reasonably permits the use of  
26 seats. (B) When employees are not engaged in the active duties of their employment and  
27



1 the nature of the work requires standing, an adequate number of suitable seats shall be  
2 placed in reasonable proximity to the work area and employees shall be permitted to use  
3 such seats when it does not interfere with the performance of their duties.”

4 51. Labor Code §1198 requires that Target comply with the Wage Order.

5 52. The cashier areas within Target’s California stores contain ample space for  
6 seats for employees and the nature of that work reasonably permits the use of a seat.

7 53. Outside the cashier area, there is ample space for seats nearby all work  
8 locations. Such seats could be used by employees while not engaged in the active duties  
9 of their employment without interfering with the performance of their duties.

10 54. Target has uniformly failed to provide employees with seats in violation of  
11 Wage Order 7-2001 and Labor Code §1198.

12  
13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment against Target and Does 1  
15 through 10, inclusive, and each of them, as follows:

16  
17 **ON THE FIRST CAUSE OF ACTION:**

- 18 1. For civil penalties on behalf of the State of California and current and former Hourly  
19 Employees pursuant to Labor Code §558; and  
20 2. For attorney fees and costs reasonably incurred in accordance with California  
21 Labor Code §2699, and California Code of Civil Procedure §1021.5.

22  
23 **ON THE SECOND CAUSE OF ACTION:**

- 24 1. For civil penalties on behalf of the State of California and current and former Hourly  
25 Employees pursuant to Labor Code §210; and  
26 2. For attorney fees and costs reasonably incurred in accordance with California Labor  
27 Code §2699, and California Code of Civil Procedure §1021.5.

1 **ON THE THIRD CAUSE OF ACTION:**

- 2 1. For waiting time penalties on behalf of the State of California and current and former  
3 Hourly Employees pursuant to Labor Code §203; and  
4 2. For attorney fees and costs reasonably incurred in accordance with California  
5 Labor Code §2699, and California Code of Civil Procedure §1021.5.

6  
7 **ON THE FOURTH CAUSE OF ACTION:**

- 8 1. For civil penalties on behalf of the State of California and current and former Hourly  
9 Employees pursuant to Labor Code §§226 and 226.3; and  
10 2. For attorney fees and costs reasonably incurred in accordance with California Labor  
11 Code §2699, and California Code of Civil Procedure §1021.5.

12  
13 **ON THE FIFTH CAUSE OF ACTION:**

- 14 1. For civil penalties on behalf of the State of California and current and former Hourly  
15 Employees pursuant to Labor Code §§1198 and 2699; and  
16 2. For attorney fees and costs reasonably incurred in accordance with California  
17 Labor Code §2699, and California Code of Civil Procedure §1021.5.

18  
19 **ON ALL CAUSES OF ACTION:**

- 20 1. For costs of suit, to the extent not otherwise prayed for above; and  
21 2. For attorney fees and costs to the extent not otherwise prayed for above.

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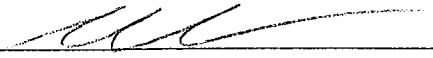
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

DATED: May 13, 2014

THE GRAVES FIRM

By: \_\_\_\_\_



ALLEN GRAVES

Attorney for Plaintiff

Stacy Thompson

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1 PROOF OF SERVICE

2 STATE OF CALIFORNIA )  
3 COUNTY OF LOS ANGELES ) ss:  
4 )

5 I am employed in the County of Los Angeles, State of California. I am over  
6 the age of 18, and not a party to the within action. My business address is 122 N. Baldwin  
7 Ave., Sierra Madre, CA 91024.

8 On May 13, 2014, I served the following document(s) described as:

9 **FIRST AMENDED COMPLAINT** on the interested parties by placing a true copy  
10 thereof in a sealed envelope(s) addressed as follows:

11 Jeffrey D. Wohl  
12 Paul Hastings LLP  
13 55 Second Street, 24<sup>th</sup> Floor  
14 San Francisco, CA 94105

15

16 **VIA OVERNIGHT MAIL:**

17 By delivering such document(s) to an overnight mail service or an authorized courier in a  
18 sealed envelope or package designated by the express service courier addressed to the  
19 person(s) on whom it is to be served.

20

21 **VIA U.S. MAIL:**

22 I am readily familiar with the firm's practice of collection and processing of  
23 correspondence for mailing. Under that practice such sealed envelope(s) would be  
24 deposited with the U.S. postal service on May 13, 2014 with postage thereon fully  
25 prepaid, at Sierra Madre, California.

26

27 **VIA PERSONAL DELIVERY:**

28 I personally delivered such sealed envelope(s) by hand to the offices of the addressee(s)  
pursuant to CCP § 1011.

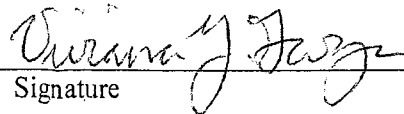
**VIA FACSIMILE:**

I personally sent such document(s) via facsimile to the known facsimile number of the  
person(s) on whom it is to be served before 5:00 p.m.

I declare under penalty of perjury under the laws of the State of California that the  
above is true and correct and was executed on May 13, 2014, at Sierra Madre, California.

Viviana Garza

Type or Print Name



Signature