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Attorneys for Plaintiffs and the Putative
Class

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

Lorena Ortiz, individually and on behalf of
all similarly situated individuals; **Marco
Gamino**, individually and on behalf of all
similarly situated individuals; and **Lizbeth
Reyes**, individually and on behalf of all
similarly situated individuals;

Plaintiffs,

vs.

Target Corporation, a Minnesota
corporation; and **Does 1-100**, inclusive,

Defendants.

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 3/27/2023 2:10 PM
By: D Carrillo, Deputy

Case No. CV2023-0586

CLASS ACTION COMPLAINT FOR:

- 1) Violation of the California's
Investigative Consumer Reporting
Agencies Act;**
- 2) Violation of the California's
Consumer Credit Reporting Agencies
Act;**
- 3) PAGA Penalties; and**
- 4) Violation of California's Unfair
Competition Law**

Jury Trial Requested

1 Plaintiffs Lorena Ortiz, Marco Gamino, and Lizbeth Reyes (collectively “Plaintiffs”) on
2 behalf of themselves and all other similarly situated current and former employees (“Class
3 Members”), by and through their counsel of record, allege as follows against Target
4 Corporation:

5 **PARTIES**

6 1. Plaintiff Lorena Ortiz (“Ms. Ortiz” or “Plaintiff Ortiz”) is a resident of Woodland,
7 Yolo County, California. Plaintiff Ortiz was employed by Defendants from approximately April
8 22, 2020 to October 25, 2021 as a Fulfillment Expert and General Merchandise Expert earning
9 \$15.47 per hour in Defendants’ Woodland, California location.

10 2. Plaintiff Marco Gamino (“Mr. Gamino” or “Plaintiff Gamino”) is a resident of
11 Esparto, Yolo County, California. Plaintiff Gamino was employed by Defendants from
12 approximately October 11, 2020 to January 8, 2022 as a General Market Associate earning
13 \$16.25 per hour in Defendants’ Woodland, California location.

14 3. Plaintiff Lizbeth Reyes (“Ms. Reyes” or “Plaintiff Reyes”) is a resident of
15 Woodland, Yolo County, California. Plaintiff Reyes was employed by Defendants from
16 approximately September 18, 2020 to November 6, 2021 as a General Merchandise Expert
17 earning \$15.22 per hour in Defendants’ Woodland, California location.

18 4. Defendant Target Corporation (“Target” or “Defendant Target”) is a Minnesota
19 corporation engaged in the business of retail sales of products and services. On information
20 and belief, Defendants employed over 100 employees in their Woodland, California, location
21 and thousands of employees in a variety of capacities in over 100 stores in California through
22 the four years leading to this Complaint. Target’s principal place of business is 1000 Nicollet
23 Mall, Minneapolis, Minnesota 55403.

24 5. Plaintiffs are not currently aware of the names and true identities of defendants
25 Does 1-100, together with Defendant Target Corporation (collectively “Defendants”).
26 Plaintiffs reserve the right to amend this complaint to allege their true names and capacities
27 when this information is available. Each Doe defendant is responsible for the damages alleged
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pursuant to each of the causes of action asserted, either through their own conduct, or vicariously through the conduct of others. Further references in this complaint to any named Defendants includes the fictitiously named defendants.

6. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each other Defendant.

VENUE AND JURISDICTION

7. The Court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiffs rely solely on California statutes and law, including the Civil Code, Labor Code, and Business & Professions Code. Because Defendants conduct substantial business in Yolo County, Defendants are within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent jurisdiction.

8. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendants operate three stores in Yolo County, California. The unlawful acts alleged have directly affected Plaintiffs, and similarly situated employees, in Yolo County, where she applied for employment and was employed by Defendants, which gave rise to the issues in this action. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

CLASS ACTION ALLEGATIONS

9. Defendant Target is a user of information comprising investigative consumer reports from an investigative consumer reporting agency for the purpose of evaluating consumers for employment. Plaintiffs applied for employment with Defendants and Defendants failed to provide them a copy of the related records obtained. Also, Defendants' Background Check Disclosure and Authorization form to Plaintiffs failed to provide a box that,

1 if checked by the consumer, permits the consumer to receive a copy of any record obtained.

2 10. Defendants conduct resulted in statutory violations and a denial of Plaintiffs'
3 and Class Members' rights and protections under the Investigative Credit Reporting Agencies
4 Act (ICRAA), the Consumer Credit Reporting Agencies Act (CCRAA), Labor Code section
5 1024.5, and California's Unfair Competition Law.

6 *Defendants Failed to Provide Plaintiffs a Copy of Any Record Obtained*

7 11. Both the ICRAA and CCRAA were created to ensure the exercise of grave
8 responsibilities by users of any information obtained and respect for the consumer's right to
9 privacy. The ICRAA recognizes that the crime of identity theft can go undetected for years
10 without the victim being aware that their identity has been misused. For that reason, the
11 ICRAA specifically prescribes that "consumers are best protected if they are automatically
12 given copies of any investigate consumer reports made on them." Similarly, the CCRAA
13 prescribes that "[p]rior to requesting a consumer credit report for employment purposes, the
14 user of the report shall provide written notice to the person involved. The notice shall inform
15 the person that a report will be used, and shall identify the basis under subdivision (a) of
16 Section 1024.5 of the Labor Code for use of the report."

17 12. Defendants instituted a uniform and systematic practice of requesting the
18 consumer reports of their applicants for employment. But Defendants failed to comply with
19 the laws governing the use and requesting of such sensitive records.

20 13. *First*, Defendants failed to provide clear and conspicuous code-compliant
21 disclosures in writing to Plaintiffs and Class Members before procuring investigative
22 consumer reports.

23 14. *Second*, Defendants falsely certified to an investigative reporting agency that
24 they had made the applicable disclosures to Plaintiffs and Class Members to procure their
25 investigative consumer reports.

26 15. *Third*, Defendants failed to agree to provide a copy of their investigative
27 consumer reports to Plaintiffs and Class Members as required by the ICRAA.
28

1 16. *Fourth*, Defendants failed to provide a written notice to Plaintiffs and Class
2 Members that identified Defendants' specific basis for the use of a consumer credit report
3 under Labor Code section 1024.5(a) *prior* to requesting a consumer credit report for
4 employment purposes as required by the CCRAA.

5 17. *Fifth*, Defendants in their capacity as prospective employer and employer
6 obtained credit reports on applicants and/or employees without those applicants and
7 employees falling within a statutorily approved position for the use of a credit report in hiring
8 in violation of Labor Code section 1024.5.

9 *Defendants Failed to Provide a Box Permitting Plaintiffs to Waive Any Record Obtained*

10 18. Both the ICRAA and CCRAA require that a corporation like Defendant Target
11 that uses a written form to obtain consumer and credit reports on a consumer, such as
12 Plaintiffs and Class Members, provide a box that, if checked by the consumer, permits the
13 consumer to receive a copy of any consumer record obtained per the ICRAA and/or a box that
14 the person may check off to receive a copy of the credit report per the CCRAA.

15 19. Defendants' "Background Check Disclosure and Authorization" form failed to
16 include such a box for Plaintiffs and Class Members.

17 *Defendants Failed to Comply with Labor Code Section 1024.5*

18 20. Labor Code section 1024.5 prohibits an employer or prospective employer from
19 using a consumer credit report for employment purposes unless the position of the person for
20 whom the report is sought falls under one of the eight specifically enumerated exceptions,
21 including (1) a managerial position, (2) a position with the state Department of Justice, (3) a
22 sworn peace officer, (4) if required by law for the position, (5) if the position requires regular
23 access to credit card applications, (6) if the position requires bank transactions, (7) if the
24 position involves access to confidential or proprietary information, and/or (8) if the position
25 involves regular access to cash totaling ten thousand dollars (\$10,000) or more of the
26 employer during the workday. None of those exceptions applied to Plaintiffs or similarly
27 aggrieved Class Members.
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1 21. Plaintiffs and similarly aggrieved Class Members did not fall under any of Labor
2 Code section 1024.5's exceptions permitting Defendants to use a consumer credit report for
3 employment purposes—rendering Defendants' use of such records impermissible under the
4 law.

5 22. Accordingly, Plaintiffs bring this action on behalf of herself and as a class action
6 on behalf of the following defined Class:

7 23. **Employee Class:**

8 *All persons who applied for employment and/or were an employee of Target in*
9 *the State of California from the period four years prior to the filing of the Action*
10 *and the date of trial ("Class").*

11 24. Common methods of proof exist for determining these issues on a class-wide
12 basis, including but not limited to, Defendants' employment records, policies, and disciplinary
13 records.

14 25. **Numerosity.** Plaintiffs are informed and believe that, during the class period, at
15 least 100 Class Members have applied for employment with Defendants within the state of
16 California. The number of Class Members is sufficiently numerous such that joinder of all
17 members is impossible or impracticable.

18 26. **Typicality.** Plaintiffs' claims are typical of all Class Members. Plaintiffs, like all
19 other Class Members, were subjected to the policies and practices set forth above. Plaintiffs'
20 job duties were typical of Class Members in all relevant respects.

21 27. **Adequacy.** There are no material conflicts between the claims of the
22 representative Plaintiffs and Class Members that would make class certification
23 inappropriate. Plaintiffs understand their obligation to inform the Court of any relationship,
24 conflicts, or differences with any Class Member. Plaintiffs will fairly and adequately protect
25 the interests of the Class Members. Plaintiffs are invested in redressing Defendants' illegal
26 practices on behalf of all Class Members. Moreover, Plaintiffs have retained competent counsel
27 experienced in both class action and employment litigation. Plaintiffs' attorneys, the proposed
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1 class counsel, are versed in the rules governing class action discovery, certification, and
2 settlement, and will vigorously assert the claims of all Class Members. Plaintiffs have incurred,
3 and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily
4 expended for the prosecution of this action for the substantial benefit of each Class Member.

5 28. **Existence and Predominance of Common Issues.** Common questions of law
6 and fact exist as to all Class Members and predominate over issues affecting individual Class
7 Members, including, but not limited to:

- 8 a. Whether Defendants have a common policy and/or practice of failing to
9 identify in their disclosure to applicants for employment and/or employees
10 the name, address, and telephone number of the investigative consumer
11 reporting agency conducting the investigation;
- 12 b. Whether Defendants have a common policy and/or practice of failing to
13 notify in their disclosure to applicants for employment and/or employees
14 the nature and scope of the investigation requested that includes a summary
15 of the provisions of Section 1786.22;
- 16 c. Whether Defendants have a common policy and/or practice of failing to
17 notify in their disclosure to applicants for employment and/or employees
18 the Internet website address of the investigative consumer agency
19 conducting the investigation or the telephone number of the agency where
20 the consumer may find information about the investigative reporting
21 agency's privacy practices;
- 22 d. Whether Defendants have a common policy and/or practice of failing to
23 certify to an investigative reporting agency(ies) that they have made the
24 applicable disclosures to their applicants for employment and/or
25 employees as required by Section 1786.16.
- 26 e. Whether Defendants have a common policy and/or practice of falsely
27 certifying to an investigative reporting agency(ies) that they have made the
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1 applicable disclosures to their applicants for employment and/or
2 employees as required by Section 1786.16.

3 f. Whether Defendants have a common policy and/or practice of failing to
4 provide copies of the reports obtained to their applicants for employment
5 and/or employees;

6 g. Whether Defendants have a common policy and/or practice of failing to
7 provide written notice to their applicants for employment and/or
8 employees prior to requesting a consumer credit report for employment
9 purposes;

10 h. Whether Defendants have a common policy and/or practice of failing to
11 identify Defendants' basis under Labor Code section 1024.5(a) for the use of
12 a consumer credit report for employment purposes to their applicants for
13 employment and/or employees;

14 i. Whether Defendants have a common policy and/or practice of failing to
15 provide a means by which the consumer may indicate on a written form, by
16 means of a box to check, that the consumer wishes to receive a copy of any
17 report that is prepared for their applicants for employment and/or
18 employees;

19 j. Whether Defendants were grossly negligent and/or willful in their failure to
20 comply with the ICRAA as to Plaintiffs and Class Members;

21 k. Whether Defendants were negligent and/or willful in their failure to comply
22 with the CCRAA as to Plaintiffs and Class Members;

23 l. Whether Defendants have a policy and/or practice of failing to comply with
24 Labor Code § 1024.5.

25 m. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
26 Code § 17200, *et seq.*, by violating the above provisions of law; and

27 n. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
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Code § 17200, *et seq.*, by treating Plaintiffs and Class Members unfairly by depriving them of their rights and protections under the ICRAA, CCRAA, and/or Labor Code § 1024.5

29. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while potentially substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiffs contemplate providing individual notice to members of the Class through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of California's Investigative Credit Reporting Agencies Act

Civ. Code § 1786, et seq.

(Against Defendants)

30. Plaintiffs repeat and incorporate by reference all allegations in this Complaint as though fully set forth herein.

31. Civil Code section 1786.16(a)(2)(B)(i)-(vi) provides, in pertinent part, that "[i]f, at any time, an investigative report is sought for employment purposes...the person seeking the investigative consumer report may procure the report, or cause the report to be

1 made, only if all of the following apply:

2 (B) The person procuring or causing the report to be made provides a clear and
3 conspicuous disclosure in writing to the consumer at any time before the report is
4 procured or caused to be made in a document that consists solely of the disclosure,
5 that:

6 (i) An investigative consumer report may be obtained.

7 (ii) The permissible purpose of the report is identified.

8 (iii) The disclosure may include information of the consumer's character,
9 general reputation, personal characteristics, and mode of living.

10 (iv) Identifies the name, address, and telephone number of the investigative
11 consumer reporting agency conducting the investigation.

12 (v) Notifies the consumer in writing of the nature and scope of the investigation
13 requested, including summary of the provisions of Section 1786.22.

14 (v) Notifies the consumer of the Internet Web site address of the investigative
15 consumer reporting agency identified in clause (iv), or, if the agency has no
16 Internet Web site address, the telephone number of the agency, where the
17 consumer may find information about the investigative reporting agency's
18 privacy practices[.]”

19 32. Civil Code section 1786.16(a)(2)(C)(4), also requires that “[t]he person
20 procuring or causing the request to be made shall certify to the investigative consumer
21 reporting agency that the person has made the applicable disclosures to the consumer
22 required by this subdivision and that the person will comply with subdivision (b).”

23 33. Civil Code section 1786.16(a)(2)(C)(5), further requires that “[t]he person
24 procuring or causing it to be prepared agrees to provide a copy of the report to the subject of
25 the investigation, as provided in subdivision (b).”

26 34. Civil Code section 1786.16(b)(1), further requires that any person who requests
27 an investigative consumer report regarding a consumer, shall “[p]rovide the consumer a
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1 means by which the consumer may indicate on a written form, by means of a box to check,
2 that the consumer wishes to receive a copy of any report that is prepared.” Employers must
3 provide a clear and conspicuous disclosure before the report is made, certify that they made
4 the applicable disclosures to the consumer, provide a copy of the report to applicants and/or
5 employees, and also provide a box that the consumer may check on a written form if her or
6 she wishes to receive a copy of any report that is prepared.. However, if an employer considers
7 taking adverse action against an applicant or employee as a result of receiving information
8 pursuant to the ICRAA, then “the user of the investigative consumer report shall so advise the
9 consumer against whom the adverse action has been taken and supply the name and address
10 of the investigative consumer reporting agency making the report.” Civil Code section
11 1786.16(b)(2).

12 35. Defendants violated Civil Code section 1786.16(a)(2)(B)(iv)/(v)/(vi) by failing
13 to include in their disclosure the identification of the investigative consumer reporting agency
14 conducting the investigation, failing to include a summary of the provision of Section 1786.22,
15 and failing to include the website or telephone number for the investigative reporting agency.

16 36. Defendants engaged in a further unlawful practice that violates Civil Code
17 section 1786.16(a)(2)(C)(4) because any certification provided by Defendants to the
18 investigative consumer reporting agency certifying that Defendants complied with the
19 applicable disclosure to the consumer would have been false for the foregoing reasons.

20 37. Defendants also violated Civil Code section 1786.16(a)(2)(C)(5), in that they
21 failed to disclose in their “Background Check Disclosure and Authorization” form that
22 Plaintiffs and Class Members had a right to a copy of their background check report.

23 38. Defendants also violated Civil Code section 1786.16(b)(1) by failing to include
24 a box for Plaintiffs and the Class to check if they wished to receive a copy of their background
25 check report in Defendants’ “Background Check Disclosure and Authorization” form.

26 39. Defendants’ violations of the ICRAA were grossly negligent and/or willful
27 because they chose to operate under a systematic practice under a falsely obtained
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1 certification and while using the same uniform written disclosure and authorization form that
2 failed to comply with Defendants' grave responsibilities to disclose to applicants and/or
3 employees that Plaintiffs and Class Members had additional rights and protections.

4 40. Plaintiffs and Class Members are entitled to recover actual damages or ten
5 thousand dollars (\$10,000), except in the case of class actions, including attorney's fees and
6 costs. They are also entitled to punitive damages in the case of "grossly negligent or willful"
7 violations, Cal. Civ. Code § 1786.50, and injunctive relief to prevent ongoing and future
8 violations.

9 **SECOND CAUSE OF ACTION**

10 ***Violation of California's Consumer Credit Reporting Agencies Act***

11 ***Civ. Code § 1785.1, et seq.***

12 **(Against Defendants)**

13 41. Plaintiffs repeat and incorporate by reference all allegations in this Complaint
14 as though fully set forth herein.

15 42. Civil Code section 1785.20.5(a) provides that "[p]rior to requesting a consumer
16 credit report for employment purposes, the user of the report shall provide written notice to
17 the person involved. The notice shall inform the person that a report will be used, and shall
18 identify the specific basis under subdivision (a) of Section 1024.5 of the Labor Code for use of
19 the report."

20 43. Civil Code section 1785.20.5(a) further provides that "[t]he notice shall also
21 inform the person of the source of the report, and shall contain a box that the person may
22 check off to receive a copy of the credit report. If the consumer indicates that he or she wishes
23 to receive a copy of the report, the user shall request that a copy be provided to the person
24 when the user requests its copy from the credit reporting agency."

25 44. Employers must both provide notice and a basis under Labor Code section
26 1024.5 prior to requesting a consumer report to applicants and/or employees and also
27 provide a box for the applicant and/or employee to check off to receive a copy of the credit
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1 report. However, if employment is denied because of information contained in a consumer
2 credit report, "the user of the consumer credit report shall so advise the consumer against
3 whom the adverse action has been taken and supply the name and address of the consumer
4 credit reporting agency making the report." Civil Code section 1785.20.5(b).

5 45. Defendants violated Civil Code section 1785.20.5(a) by failing to provide
6 written notice identifying the specific bases for which a background check report would be
7 used prior to requesting a consumer credit report for employment purposes. Indeed,
8 Defendants engaged in a practice that further violated Civil Code section 1785.20.5(a) in that
9 it failed to disclose in their "Background Check Disclosure and Authorization" form that
10 Plaintiffs and Class Members had a right to a copy of their background check report.

11 46. Defendants further violated Civil Code section 1785.20.5(a) by failing to include
12 a box giving Plaintiffs and the Class the option to receive a copy of their background check
13 report in Defendants' "Background Check Disclosure and Authorization" form.

14 47. Defendants' violations of the CCRAA were negligent and/or willful because they
15 chose to operate under a systematic practice using the same uniform written disclosure and
16 authorization form that failed to identify any permissible basis to obtain a credit report under
17 Labor Code § 1024.5 and further failed to comply with Defendants' grave responsibilities to
18 disclose to applicants and/or employees that Plaintiffs and Class Members had additional
19 rights and protections.

20 48. Plaintiffs and Class Members are entitled to recover actual damages, including
21 attorney's fees and costs, applicable pain and suffering, injunctive relief, and punitive
22 damages. Additionally, they may seek injunctive relief under Cal. Civ. Code § 1785.31.

23 **THIRD CAUSE OF ACTION**

24 ***Private Attorneys General Act ("PAGA") Penalties***

25 ***California Labor Code § 558, 2698, et seq.***

26 **(Against Defendants)**

27 49. Plaintiffs repeat and incorporate by reference all allegations set forth in this
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1 Complaint as though fully set forth herein.

2 50. Violations. Labor Code section 1024.5(a) prohibits the use of a consumer credit
3 report “for employment purposes” unless the report is to be used in connection with 8 listed
4 employment positions. On information and belief, during Plaintiffs' and Class Members'
5 employment, Defendants in their capacity as an employer or prospective employer obtained
6 and utilized consumer credit reports for employment purposes even when the position of the
7 person for whom the report was sought did not fall under any of the eight enumerated
8 exceptions in violation of Labor Code section 1024.5(a).

9 51. Entitlement to Penalties. Under the California Private Attorneys General Act
10 (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative
11 action as a private attorney general, on behalf of herself and other current or former
12 employees as well as the general public, to recover penalties for an employer’s violations of
13 the Labor Code and IWC Wage Orders. These penalties are in addition to any other relief
14 available under the Labor Code and are allocated seventy-five percent to the Labor and
15 Workforce Development Agency and twenty-five percent to the affected employees.

16 52. These penalties may be “stacked” separately for each of Defendants’ violations
17 of the Labor Code. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL
18 2373372, at *17 n.77 (C.D. Cal. June 22, 2012) (“[F]ederal courts applying California law have
19 concluded that stacking is appropriate.”); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-
20 03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016) (“Finally, Plaintiff ignore the
21 potential for stacking of PAGA penalties related to wage-and-hour claims other than the
22 gratuities and expense reimbursement claim, i.e., meal and rest breaks, minimum wage and
23 overtime, and workers’ compensation.”).

24 53. Each Plaintiff is an “aggrieved employee” under PAGA, as each was employed by
25 Defendants during the applicable statutory period and suffered the Labor Code violations
26 alleged herein. Accordingly, each seeks to recover, on behalf of themselves and all other
27 current and former aggrieved employees of Defendants, the civil penalties provided by PAGA,
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1 including civil penalties for Defendants' violations of Labor Code §§ 1024.5, 558, 2698 *et seq.*,
2 plus reasonable attorneys' fees and costs.

3 54. Representative Action. Plaintiffs seeks to recover the PAGA civil penalties
4 through a representative action as permitted by PAGA (Labor Code § 2699, *et seq.*) and the
5 California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, class
6 certification of the PAGA claims is not required, but Plaintiffs may choose to seek certification
7 of the PAGA claims.

8 55. Penalties. Plaintiffs, the Aggrieved Employees, and the State of California are
9 entitled to recover the maximum civil penalties allowed by law for the violations of the Labor
10 Code as alleged in this Complaint. Based on the foregoing, Plaintiff and aggrieved employees
11 are entitled to civil penalties, to be paid by Defendant and allocated as required by PAGA, in
12 the amounts set forth in the underlying statute, or \$500 per day per employee for which
13 notice was not provided. See Labor Code §§ 1403; 2699(f).

14 56. Procedural Requirements Met. On October 11, 2022, Plaintiff Ortiz
15 electronically filed a notice of claims with the LWDA and sent a copy to Defendants by
16 certified mail. Plaintiff has not received notice from the LWDA that it was exercising
17 jurisdiction over the allegations set forth in the notice. As of 65 days from date of electronic
18 filing, *i.e.*, December 15, 2022, all requirements for administrative exhaustion for bringing
19 these PAGA claims will have been met. Labor Code § 2699.3(a)(2). True and correct copies of
20 Plaintiff Ortiz's October 11, 2022 PAGA Notice and March 27, 2023 Amended PAGA Notice
21 from Plaintiffs are attached herein as **Exhibit "A-1"** And **Exhibit A-2."**

22 **FOURTH CAUSE OF ACTION**

23 ***Violation of California's Unfair Competition Law***

24 ***Cal. Bus. & Prof. Code §§ 17200, et seq.***

25 **(Against Defendants)**

26 57. Defendant Target is a "person" as defined by California Business & Professions
27 Code § 17201, as a natural person, corporation, firm, partnership, joint stock company,
28

1 and/or association.

2 58. Unlawful Business Practices. Defendants' knowing violations of the Civil Code
3 and Labor Code constitute an unlawful business practice as set forth in Business &
4 Professions Code § 17200, *et seq.*

5 59. Defendants' failure to abide by the laws discussed herein provide Defendants
6 an unfair advantage over their competitors at the expense of Plaintiffs and Class Members.
7 Defendants' action thereby constitutes an unfair, fraudulent, and/or unlawful business
8 practice under Business & Professions Code § 17200, *et seq.*

9 60. Relief. Plaintiffs bring this cause of action seeking equitable and injunctive
10 relief to stop Defendants' willful and ongoing misconduct, and to seek restitution of any
11 amounts Defendants acquired through the unfair, unlawful, and fraudulent business
12 practices described herein. In addition, Plaintiffs seek an award of costs and attorneys' fees
13 pursuant to California Code of Civil Procedure § 1021.5.

14 **DEMAND FOR JURY TRIAL**

15 Pursuant to California Code of Civil Procedure section 631, Plaintiffs demand a trial by
16 jury on all issues so triable.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs respectfully pray judgment as follows:

- 19 A. For an Order finding and declaring Defendants to have violated the ICRAA and
20 public policy;
- 21 B. For an Order finding and declaring Defendants to have violated the CCRAA and
22 public policy;
- 23 C. For an Order finding and declaring Defendants to have violated Labor Code §
24 1024.5 as alleged herein;
- 25 D. For actual damages or \$10,000, whichever is greater, for each violation of the
26 First Cause of Action;
- 27
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- 1 E. For actual damages, applicable pain and suffering, and punitive damages in the
2 class action for each violation of the First and Second Causes of Action.
- 3 F. For interest upon such damages as permitted by law;
- 4 G. For an award of attorneys' fees, costs, and expenses pursuant to Civil Code §§
5 1786.50 and 1785.31, Code of Civil Procedure § 1021.5, and any other
6 applicable provisions of law;
- 7 H. For an order pursuant to Business & Profession Code § 17200 *et seq.* and Civil
8 Code § 3422(1), or any applicable provision, preliminary and permanently
9 enjoining Defendants from engaging in the practices challenged herein and
10 prohibiting Defendants, their officers, agents and all those acting in concert
11 with them from committing in the future those violations of law herein alleged
12 and requiring them to adequately inform Class Members of the violations and
13 their rights under the ICRAA and CCRAA; and
- 14 F. For such other relief as this Court deems just and proper.
- 15

16 Dated: March 27, 2023

KING & SIEGEL LLP

17
18 By: Elliot Siegel
19 Elliot Siegel
20 Attorneys for Plaintiffs and Putative Class

21
22 Dated: March 27, 2023

LAW OFFICE OF XAVIER VILLEGAS, APC

23
24 By: Xavier Villegas
25 Xavier Villegas
26 Attorney for Plaintiffs and Putative Class
27
28

EXHIBIT A-1

LAW OFFICE OF
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October 11, 2022

Electronically Filed Via LWDA's PAGA Claim Notice Online Form

Copy Sent Via Certified Mail to:

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Los Angeles, CA 90067
mmassoumi@seyfarth.com

Re: Lorena Ortiz v. Target Corporation; California Labor Code § 2699.3
Notice of Intent to File Suit

To Whom It May Concern:

Please be advised that our client, Lorena Ortiz, hereby provides notice to the Labor and Workforce Development Agency ("LWDA") and her past employer Target Corporation ("Defendant") of her intent to seek civil penalties pursuant to the Private Attorney General Act of 2004 ("PAGA"), California Labor Code § 2698, *et seq.*

Ms. Ortiz intends to file a civil action including claims for penalties under PAGA in Yolo County Superior Court on behalf of a group of current and former employees employed within the one-year period preceding the date of this letter (the "Aggrieved Employees") seeking civil penalties arising out of Defendant's violation of the following Labor Code sections¹:

- **California Labor Code § 512 (Meal Period Violations):** Target Corporation required Ms. Ortiz to comply with a practice that interfered with her ability to take compliant meal periods. Target Corporation's management pressured Ms. Ortiz, and similarly situated employees, to complete all work assigned without relieving her of all duties and failed to compensate her for premium wages owed when she attended to work during the busy holiday season.
- **California Labor Code § 226.7 (Rest Period Violations):** Target Corporation required Ms. Ortiz to comply with a practice that interfered with her ability to take compliant rest periods, including deterring and discouraging her from taking rest periods. Target Corporation pressured Ms. Ortiz, and similarly situated employees, to

¹ Ms. Ortiz expressly reserves the right to add and/or amend any and all additional labor law violations committed against her or other similarly aggrieved current and former employees.

work through her rest periods without relieving her of all duties and failed to compensate her for premium wages owed.

- **California Labor Code § 2802(a) (Failure to Reimburse Business Expenses):** Target Corporation required Ms. Ortiz to comply with a practice that denied her reimbursements for business expenses. Ms. Ortiz, and similarly situated employees, used her personal cellular phone to complete work-related tasks, including but not limited to helping customers and using Target Corporation's own scheduling application to track her work schedule. Because Ms. Ortiz and similarly situated employees used their personal cellular phones to discharge their duties, Target Corporation should have reimbursed them for these necessary expenditures.
- **California Labor Code § 233 (Violation of California's Kin Care Law):** Target Corporation denied Ms. Ortiz the right to use sick leave, while operating under an unlawful sick leave policy, and retaliated then discharged her after she exercised her rights to use accrued and available sick time to attend to her illness. Because Ms. Ortiz and similarly situated employees attempted to use or used accrued and available sick leave, Target Corporation should have allowed them the use of sick time hours per the California Labor Code rather than subjecting them to or threatening them with discipline.
- **California Labor Code §§ 226(a), and 1174(d) (Inaccurate Wage Statements):** Target Corporation failed to provide Ms. Ortiz and similarly situated employees compliant wage statements because they failed to accurately show all gross wages earned, net wages earned, or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.
- **California Labor Code § 203 (Waiting Time Penalties):** Target Corporation failed to pay Ms. Ortiz and similarly situated employees all unpaid wages owed at termination of employment because they failed to pay the foregoing wages.

Based on the above, Ms. Ortiz requests the LWDA's investigation of Target Corporation's wage and hour violations. Alternatively, Ms. Ortiz requests the LWDA issue a notice of non-citation to commence civil remedies or action on behalf of herself and similarly aggrieved current and former employees. If Ms. Ortiz does not hear back from the LWDA within the 65-day period set forth in Labor Code § 2699.3(a)(2)(A), she intends to prosecute these claims to the fullest extent authorized under PAGA.

Thank you for your anticipated courtesy and assistance regarding this matter.

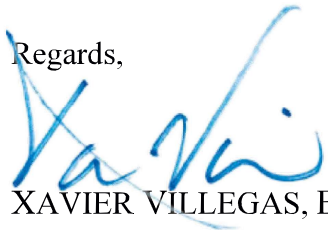
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To: Target Corporation

The Aggrieved Employees have been seriously harmed by Defendant's actions and we intend to prosecute these claims to the fullest extent of the law. Nonetheless, it is the policy of this law office to attempt to negotiate an early resolution of all matters. If you are interested in seeking an early resolution through mediation on a PAGA-class-wide basis, including pre-mediation discovery, please contact the undersigned no later than October 31, 2022.

Regards,



XAVIER VILLEGAS, ESQ.

EXHIBIT A-2

LAW OFFICE OF
XAVIER VILLEGAS, APC

2390 Las Posas Road, C168
Camarillo, CA 93010

Email: Xavier@XavierVillegasLaw.com
Tel.: (805) 250-7488 | Fax: (805) 250-7499

March 27, 2023

Electronically Filed Via LWDA's AMENDED PAGA Claim Notice Online Form

Copy Sent Via Certified Mail to:

Target Corporation

c/o Mandana Massoumi, Esq.
Seyfarth Shaw LLP
2029 Century Park Plaza, Suite 3500
Los Angeles, CA 90067
mmassoumi@seyfarth.com

**Re: Lorena Ortiz, Marco Gamino, and Lizbeth Reyes v. Target Corporation;
California Labor Code § 2699.3 Notice of Intent to File Suit
LWDA Case No. LWDA-CM-913263-22**

To Whom It May Concern:

Please be advised that our clients, Lorena Ortiz, Marco Gamino, and Lizbeth Reyes (collectively, "Plaintiffs") hereby provide notice to the Labor and Workforce Development Agency ("LWDA") and their past employer Target Corporation ("Defendant") of their intent to seek civil penalties pursuant to the Private Attorney General Act of 2004 ("PAGA"), California Labor Code § 2698, *et seq.*

Plaintiffs intend to file a civil action including claims for penalties under PAGA in Yolo County Superior Court on behalf of a group of current and former employees employed within the one-year period preceding the date of this letter (the "Aggrieved Employees") seeking civil penalties arising out of Defendant's violation of the following Labor Code section¹:

- **California Labor Code § 1024.5**

Labor Code section 1024.5(a) prohibits the use of a consumer credit report "for employment purposes" unless the report is to be used in connection with eight listed employment positions. On information and belief, during Plaintiffs' and similarly aggrieved employees' employment, Target Corporation in their capacity as prospective employer or employer obtained and utilized consumer credit reports for employment purposes even when the position of the person for whom the report was sought did not fall under any of

¹ Plaintiffs expressly reserve the right to add and/or amend any and all additional labor law violations committed against them or other similarly aggrieved current and former employees.

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the eight enumerated exceptions in violation of Labor Code section 1024.5(a).

Based on the above, Plaintiffs request the LWDA's investigation of Target Corporation's Labor Code violations. Alternatively, Plaintiffs request the LWDA issue a notice of non-citation to commence civil remedies or action on behalf of herself and similarly aggrieved current and former employees. If Ms. Ortiz does not hear back from the LWDA within the 65-day period set forth in Labor Code § 2699.3(a)(2)(A), she intends to prosecute these claims to the fullest extent authorized under PAGA.

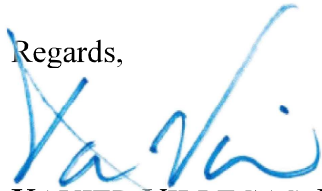
Thank you for your anticipated courtesy and assistance regarding this matter.

* * * * *

To Target Corporation:

The Aggrieved Employees have been seriously harmed by Defendant's actions and we intend to prosecute these claims to the fullest extent of the law. Nonetheless, it is the policy of this law office to attempt to negotiate an early resolution of all matters. If you are interested in seeking an early resolution through mediation on a PAGA-class-wide basis, including pre-mediation discovery, please contact the undersigned no later than April 17, 2023.

Regards,



XAVIER VILLEGAS, ESQ.