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8 Attorneys for Defendant
 9 WALGREEN CO.

10 **UNITED STATES DISTRICT COURT**
 11 **NORTHERN DISTRICT OF CALIFORNIA**

12
 13 RAQUEL AGUILAR, JASWINDER S.
 14 BISLA, SUKHBIR S. BRAR, DANIEL
 BUCK, ADAM L. CARR, ASHOK
 15 CHAND, MICHAEL COFFARO,
 CLIFFORD DE VERA, THOMAS B.
 16 DILLON, CHRIS R. GREEN, STEVEN
 A. KUHN, KELLY LA RUE, WINTON
 17 LAU, YONG H. LI, ELIZABETH L.
 MALDONADO, JOAN E. MAROTTO,
 18 MICHELLE MCLEMORE, GREGORY
 L. MCSWAIN, CLARE
 19 MEMORACION, IRVING A. NUNEZ,
 20 SOPHIA R. OJEDA, KATHERINE
 PEARSON, ERICK PORTUGAL,
 21 GERARDO RAMIREZ, JOANIE M.
 ROLLINS, MUEYLIAM SAECHAO-
 22 SURIGAO, PATRICIA SANDATE,
 23 ROBIN SCANTLAND, MICHAEL A.
 SHAW, AMY SPOOR, LAURA A.
 24 SQUIREK, ANDREW STEVENSON,
 ISRAEL TEE, SUMEER THAPAR,
 25 KATHRYN S. TUEL, KIM N.
 WILCOX, SCOTT T. WOLATZ,
 26 ROBERT WOODS, CALVIN Y.
 27 YEUNG, and MOISES D. ZAPATA

28 Plaintiffs,

Case No.:

**DEFENDANT’S NOTICE OF
 REMOVAL**

[DIVERSITY JURISDICTION]

BRYAN CAVE LEIGHTON PAISNER LLP
 3161 MICHELSON DRIVE, SUITE 1500
 IRVINE, CA 92612

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vs.
WALGREEN CO., an Illinois
Corporation and DOES 1-50, Inclusive,
Defendants.

BRYAN CAVE LEIGHTON PAISNER LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CA 92612

REMOVAL IS TIMELY

6. A case may be removed at any time, provided that neither of the two 30-day periods under 28 U.S.C. § 1446(b)(1) and (b)(3) has been triggered. *Roth v. CHA Hollywood Med. Ctr., L.P.*, 720 F.3d 1121, 1126 (9th Cir. 2013).

7. 28 U.S.C. § 1446(b)(1) provides that, “The notice of removal of a civil action or proceeding shall be filed within 30 days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based”

8. “[N]otice of removability under § 1446(b)(1) is determined through examination of the four corners of the applicable pleadings[.]” *Harris v. Bankers Life & Cas. Co.*, 425 F.3d 689, 694 (9th Cir. 2005). The Complaint does not “reveal on its face the facts necessary for federal court jurisdiction.” *Rea v. Michaels Stores, Inc.*, 742 F.3d 1234, 1238 (9th Cir. 2014) (quoting *Harris*, 425 F.3d at 691–92). Specifically, it does not reveal on its face that the amount in controversy exceeds \$75,000 for traditional diversity purposes.

9. Plaintiffs also never served Defendant with an “other paper” sufficient to trigger the second 30-day clock. 28 U.S.C. § 1446(b)(3). Indeed, Plaintiffs have not served Defendant with any documents other than those attached to this Notice of Removal.

10. Because (a) neither of the two 30-day periods under 28 U.S.C. § 1446(b)(1) and (b)(3) has been triggered and (b) Defendant filed this Notice of Removal within 30 days of being served, Defendant’s removal is timely.

**PLAINTIFFS’ COMPLAINT IS SUBJECT
TO REMOVAL BASED ON DIVERSITY GROUNDS**

11. This is a civil action of which this Court has original diversity jurisdiction under 28 U.S.C. § 1332, and is properly removable pursuant to the provisions of 28 U.S.C. sections 1441(a) and (b), because it is a civil action in which

1 the amount in controversy exceeds the sum of \$75,000, exclusive of costs and
 2 interest, and is between citizens of different states, as set forth below.

3
 4 **Complete Diversity of Citizenship Exists Between Plaintiffs and Defendant**

5 12. **Plaintiffs Are Citizens of California.** A person is a “citizen” of the
 6 state in which she is domiciled. *Kantor v. Wellesley Galleries, Ltd.*, 704 F.2d 1088,
 7 1090 (9th Cir. 1983). A person’s domicile is the place she resides with the intention
 8 to remain or to which she intends to return. *Kanter v. Warner-Lambert Co.*, 265
 9 F.3d 853, 857 (9th Cir. 2001). Plaintiffs allege to have worked for Defendant as
 10 Store Managers in California. (Complaint, ¶ 3.) Plaintiffs also represent that they
 11 all reside in California. (*Id.*) All of the Plaintiffs have provided Defendant with
 12 addresses in California as their place of residence.¹ (Declaration of Alicia
 13 Musgrove (“Musgrove Decl.”), ¶3.) Therefore, according to Plaintiffs’ own
 14 allegations, they resided in California at the time the action was commenced and
 15 intend to remain there. As such, Plaintiffs are and, at all times since the
 16 commencement of this action has been, residents and citizens of California.

17 13. **Defendant Walgreen Co. is a Citizen of Illinois.** At the time of the
 18 filing of this action, Defendant Walgreen Co. was, and still is, a corporation
 19 incorporated under the laws of the State of Illinois with its principal place of
 20 business in Illinois. (Declaration of Joseph B. Amsbary, Jr. (“Amsbary Decl.”), ¶
 21 2.)

22
 23 _____
 24 ¹ Defendant has no record of an employee with the name of Raquel Aguilar. On
 25 December 27, 2019, Christopher Archibald, counsel for Defendant, requested Plaintiffs’
 26 counsel to confirm her identity. However, by the time Defendant was required to file this
 27 Notice of Removal, which was 10 days after Defendant’s request, Plaintiffs’ counsel failed
 28 to confirm her identity. If Plaintiff confirms the last name she provided to Defendant
 while employed by Defendant, Defendant will supplement this Notice of Removal to
 establish diversity of citizenship and amount in controversy for her.

1 14. Pursuant to 28 U.S.C. § 1332(c), a corporation shall be deemed to be a
2 citizen of any state by which it has been incorporated and of the state where it has its
3 principal place of business. The Supreme Court has established the proper test for
4 determining a corporation’s principal place of business for purposes of diversity
5 jurisdiction. *Hertz Corp. v. Friend*, 559 U.S. 77 (2010). The Court held that the
6 “‘principal place of business’ [as set forth in section 1332(c)] is best read as
7 referring to the place where a corporation’s officers direct, control, and coordinate
8 the corporation’s activities.” *Id.* at 92-93. The Court further clarified that the
9 principal place of business was the place where the corporation “maintains its
10 headquarters – provided that the headquarters is the actual center of direction,
11 control and coordination.” *Id.* at 93; see also *Montrose Chemical v. American*
12 *Motorists Ins. Co.*, 117 F.3d 1128, 1134 (9th Cir. 1997) (holding that a corporation’s
13 principal place of business is the state in which it performs a substantial
14 predominance of its corporate operations and, when no state contains a substantial
15 predominance of the corporation’s business activities, then the corporation’s
16 principal place of business is the state in which the corporation performs its
17 executive and administrative functions.)

18 15. Walgreen Co.’s corporate headquarters are located in Deerfield, Illinois
19 where Walgreen Co.’s officers direct, control and coordinate Walgreen Co.’s
20 activities. (Amsbary Decl., ¶ 2.) Walgreen Co.’s operations are managed from this
21 location, including but not limited to, those operations relating to administering
22 company-wide policies and procedures, legal affairs, and general business
23 operations. (*Id.*) Therefore, for diversity purposes, Defendant Walgreen Co. is a
24 citizen of Illinois.

25 16. Because Plaintiffs are citizens of California and Defendant is a citizen
26 of Illinois and Delaware, complete diversity of citizenship exists between Plaintiffs
27 and Defendant.

28 17. **The Citizenship of “Doe Defendants” Must Be Disregarded.** The

1 citizenship of fictitiously-named “Doe” defendants is to be disregarded for the
 2 purposes of removal. 28 U.S.C. § 1441(b). Thus, the existence of Doe Defendants
 3 1 through 50 does not deprive this Court of jurisdiction.

4
 5 **The Alleged Amount In Controversy Exceeds \$75,000²**

6 18. While Defendant denies any liability as to Plaintiffs’ claims, the
 7 amount in controversy in this action exceeds the sum of \$75,000. To satisfy the
 8 amount in controversy of \$75,000, exclusive of interest and costs, is not “daunting,”
 9 as courts in the Ninth Circuit recognize that a removing defendant is not obligated to
 10 “research, state and prove the plaintiff’s claim for damages.” *Muniz v. Pilot Travel*
 11 *Centers LLC*, No. CIV. S-07-0325 FCD EFB, 2007 WL 1302504, *2 (E.D. Cal.,
 12 May 1, 2007). Defendant need only “provide evidence establishing that it is ‘more
 13 likely than not’ that the amount in controversy exceeds” \$75,000. *Guglielmino v.*
 14 *McKee Foods Corp.*, 56 F.3d 696, 699 (9th Cir. 2007). Thus, “[o]nce the proponent
 15 of jurisdiction has set out the amount in controversy, only a ‘legal certainty’ that the
 16 judgment will be less forecloses federal jurisdiction.” *Brill v. Countrywide Home*
 17 *Loans, Inc.*, 427 F.3d 446, 447 (7th Cir. 2005).

18 19. The amount in controversy is determined from the allegations and
 19 prayer of the complaint. *St. Paul Mercury Indem. Co. v. Red Cab Co.*, 303 U.S.
 20 283, 289 (1938). If the complaint does not, on its face, reflect the amount in
 21 controversy, the Court may consider facts from the removal petition, as well as
 22 evidence submitted by the parties, relevant to the amount in controversy at the time
 23 of removal. *Singer v. State Farm Mut. Auto. Ins. Co.*, 116 F.3d 373, 377 (9th Cir.
 24 1997).

25
 26 _____
 27 ² Defendant denies any liability whatsoever with respect to Plaintiffs’ claims. The sole
 28 purpose of this removal is to establish the amount that is in controversy with respect to
 Plaintiffs’ claims.

1 20. **Failure to Pay Overtime Wages.** Labor Code § 1194, subdivision (a)
2 provides: “Notwithstanding any agreement to work for a lesser wage, an employee
3 receiving less than the legal minimum wage or the legal overtime compensation
4 applicable to the employee is entitled to recover in a civil action the unpaid balance
5 of the full amount of this minimum wage or overtime compensation”

6 21. Plaintiffs allege that Walgreens misclassified them as exempt from
7 California’s overtime laws. (*See generally*, Complaint.) Plaintiffs contend that they
8 spent the majority of their workdays engaging in non-exempt, non-managerial tasks
9 and that, therefore, they were entitled to receive overtime compensation pursuant to
10 Labor Code § 510 at the rate of one and one-half times their regular rate of pay for
11 all hours worked in excess of eight (8) in a day and/or forty (40) hours in a
12 workweek. (Complaint, ¶¶ 10-13, 18, 19.)

13 22. Plaintiffs further allege that they “customarily and regularly worked at
14 least eight hours on each workday” and that they “customarily and regularly worked
15 overtime as Walgreens Store Managers” without overtime premium pay.
16 (Complaint, ¶¶ 12.)

17 23. Plaintiffs allege that the failure to pay overtime wages constitutes
18 unfair competition within the meaning of Business and Professions Code Section
19 17200. (Complaint, ¶ 45.) The statute of limitations for such a claim is four (4)
20 years. Cal. Bus. & Prof. Code § 17208. Accordingly, the measure of potential
21 damages for the overtime claim is based on a four-year limitations period.

22 24. Defendant denies that it misclassified Plaintiffs as exempt from the
23 overtime laws and further denies that any overtime wages are due and owing to
24 Plaintiffs. However, because Plaintiffs have alleged that they “customarily and
25 regularly worked at least eight hours on each workday,” the court should apply to
26 the amount in controversy requirement a conservative assumption of one hour of
27 unpaid overtime wages for each Plaintiff during each workday.
28

1 25. **Failure To Provide Meal and Rest Periods.** Plaintiffs also allege that
 2 Defendant “willfully, intentionally, and knowingly did not provide Plaintiffs the
 3 required number of breaks, including, without limitation, a 10-minute rest break for
 4 each and every four hours worked, a first duty-free meal period of not less than 30
 5 minutes before working more than five hours, and a second duty-free meal period of
 6 not less than 30 minutes before working more than 10 hours per day.” (Complaint,
 7 ¶ 14.) They claim that, “because Walgreens misclassified Plaintiffs as exempt
 8 employees, Walgreens failed to provide Plaintiffs with the required meal [and rest]
 9 periods or Plaintiff Plaintiffs the wages due for missed meal [and rest] periods.”
 10 (Complaint, ¶¶ 27, 32.) In other words, Plaintiffs claims that they were never
 11 authorized and permitted to take meal or rest breaks because, as exempt employees,
 12 Defendant did not believe that they were entitled to them.

13 26. Under California law, employees who are denied the opportunity to
 14 take proper meal and rest periods are entitled to one hour of premium pay for each
 15 day that a meal period is not provided and one hour of premium pay for each day
 16 that a rest period is not authorized or permitted (*i.e.*, two hours of premium pay for
 17 each day that both a meal and rest period are not provided). *Marlo v. United Parcel*
 18 *Service, Inc.*, No. CV 03-04336 DDP (RZx), 2009 WL 1258491, *7 (C.D. Cal. May
 19 5, 2009). As a matter of law, meal and rest period claims are properly considered in
 20 determining the amount in controversy. *See, e.g., Muniz v. Pilot Travel Ctr. LLC*,
 21 No. CIV S-07—325 FCD EFB, 2007 WL 1302504, *4 (E.D. Cal. May 1, 2007);
 22 *Helm v. Alderwoods Group, Inc.*, No. C 08-01184 SI, 2008 WL 2002511, *8 (N.D.
 23 Cal. May 7, 2008).

24 27. Plaintiffs also allege that the failure to provide meal and rest periods
 25 constitutes unfair competition within the meaning of Business and Professions Code
 26 Section 17200. (Complaint, ¶ 45.) The statute of limitations for such a claim is four
 27 years. Cal. Bus. & Prof. Code § 17208. Accordingly, the measure of potential
 28 damages for meal and rest break claims is based on a four-year limitations period.

1 28. When performing an analysis of the amount in controversy where, as
2 here, plaintiffs allege a regular, consistent, or routine policy or practice of violations,
3 it is reasonable to assign a 100 % violation rate. *Stevenson v. Dollar Tree Stores,*
4 *Inc.*, 2011 WL 4928753, *3-4 (E.D. Cal. 2011) (defendant’s calculation of potential
5 missed meal period damages at 100% of the shifts was appropriate where plaintiff
6 alleged that class members were routinely denied meal periods or were not
7 compensated for meal periods.)

8 29. Defendant expressly denies that it failed to provide Plaintiffs with
9 proper meal or rest breaks. Nevertheless, for purposes of estimating the amount in
10 controversy, it is reasonable to assume that Plaintiffs place into controversy whether
11 they were provided with a meal and rest break during every day they worked as
12 Store Managers.

13 **30. Failure To Provide Wage Statements.** Plaintiffs allege that, as a
14 result of the aforementioned violations, Defendant failed to provide them with
15 accurate itemized wage statements. (Complaint, ¶¶ 15, 38.)

16 31. California Labor Code section 226(e) provides for the greater of all
17 actual damages or fifty dollars (\$50) for the initial pay period in which a violation
18 occurred and one hundred dollars (\$100) for each subsequent pay period, up to a
19 maximum of \$4,000 per individual. Cal. Lab. Code § 226(e). The applicable statute
20 of limitations is one year. Cal. Code Civ. Proc. § 340(a).

21 32. Defendant expressly denies that it failed to provide Plaintiffs with
22 accurate itemized wage statements. However, each Plaintiff that worked at
23 Walgreens as a Store Manager on or after December 4, 2018, places into
24 controversy \$50 for the initial wage statement he/she received and \$100 for each
25 subsequent wage statement.

26 **33. Waiting Time Penalties.** Plaintiffs claim that “Walgreens willfully,
27 intentionally, and knowingly failed to pay Plaintiffs their earned wages when due
28 including, without limitation, premium wages for overtime and missed rest breaks

1 and meal periods.” (Complaint, ¶ 16.) They seek penalties pursuant to Labor Code
 2 § 203 equal to their daily wage times thirty (30) days. (Complaint, ¶ 42.) The
 3 statute of limitations for penalties under California Labor Code § 203 is three years.
 4 *See* Cal. Civ. Proc. Code § 338(a).

5 34. Defendant expressly denies that Plaintiffs are entitled to recover
 6 waiting time penalties. However, all of the Plaintiffs that are no longer employed by
 7 Defendant left their employment more than 30 days ago. (Musgrove Decl., ¶ 4, Ex.
 8 A). Therefore, each of those Plaintiffs whose employment ended on or after
 9 December 4, 2016 place into controversy 30 days of wages for their waiting time
 10 penalties claim.

11 35. **Attorneys’ Fees.** Plaintiffs seek attorneys’ fees in connection with
 12 their claims. (Complaint, Prayer for Relief at ¶ 10.) Attorneys’ fees are properly
 13 included in the amount in controversy. *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150,
 14 1156 (9th Cir. 1998) (claims for statutory attorneys’ fees to be included in amount in
 15 controversy); *Brady v. Mercedes-Benz USA, Inc.*, 243 F. Supp. 2d 1004, 1010-11
 16 (N.D. Cal. 2002) (attorneys’ fees included in determining jurisdictional amount).

17 36. When, as here, a plaintiff seeks to recover attorneys’ fees as permitted
 18 by California law, the court ***must consider future attorneys’ fees*** when determining
 19 the amount in controversy. *Fritsch v. Swift Transportation Company of Arizona,*
 20 *LLC*, No. 18-55746, 2018 WL 3748667 (9th Cir. Aug. 8, 2018).

21 37. Defendant expressly denies that Plaintiffs are entitled to recover
 22 attorneys’ fees as they deny that Plaintiffs can recover on any of their underlying
 23 claims. However, through trial, attorneys’ fees in wage and hour cases typically
 24 exceed \$100,000. Several courts in this district have determined that a reasonable,
 25 conservative estimate for attorneys’ fees in an employment case is to multiply an
 26 average hourly rate of \$300 with an estimated 100 hours of work. *See, e.g., Aguilar*
 27 *v. Wells Fargo Bank, N.A.*, No. ED CV 15-01833-AB (SPx), 2015 WL 6755199
 28 (C.D. Cal. Nov. 4, 2015); *Garcia v. ACE Cash Express, Inc.*, No. SACV 14-0285-

1 DOC (RNBx), 2014 WL 2468344 (C.D. Cal. May 30, 2014), at *5; *Sasso v. Noble*
 2 *Utah Long Beach, LLC*, No. CV 14–09154–AB (AJWx), 2015 WL 898468, at *6
 3 (C.D. Cal. March 3, 2015); *Ponce V. Medical Eyeglass Center, Inc.*, No. 2:15–CV–
 4 04035–CAS (JEMx), 2015 WL 4554336 (C.D. Cal. July 27, 2015), at *4. Here,
 5 Plaintiffs’ counsel represent in court filings that their hourly rates are as follows:
 6 Edward J. Wynne, \$820 per hour; Ray E. Gallo, \$750 per hour; Dominic Valerian,
 7 \$550 per hour; and George Nemiroff, \$525 per hour. (Request for Judicial Notice,
 8 Ex. B-E.) Even if all work was done at Mr. Nemiroff’s lowest hourly rate, the 100
 9 hour estimate that courts have recognized as reasonable would result in \$52,500 in
 10 attorneys’ fees. Therefore, this Court should adhere to this same conservative
 11 estimate with respect to the number of hours spent and conclude that Plaintiffs’
 12 demand for attorneys’ fees adds at least \$30,000 to \$52,500 to the amount in
 13 controversy.

14 38. Therefore, using the reasonable assumptions set forth above, the
 15 summary of each of the Plaintiffs’ amounts in controversy is set forth below using
 16 the following equations:

17 ***Hourly rate*** = salary / 2080

18 ***Failure to Pay Overtime*** = number of workweeks worked as a Store Manager
 19 since December 4, 2015 x hourly rate x 1.5 x 5.

20 ***Failure to Provide Meal Breaks*** = number of workweeks worked as a Store
 21 Manager since December 4, 2015 x hourly rate x 5.

22 ***Failure to Provide Rest Breaks*** = number of workweeks worked as a Store
 23 Manager since December 4, 2015 x hourly rate x 5.

24 ***Failure to Provide Wage Statements*** = ((number of wage statements issued
 25 since December 4, 2018 – 1) x \$100) + \$50.

Waiting Time Penalties = hourly rate x 8 x 30.³

Jaswinder S. Bisla

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$63,653.76
Failure to provide meal breaks	\$42,435.84
Failure to provide rest breaks	\$42,435.84
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$179,675.44

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³ Defendant only included waiting time penalties in the amount in controversy for employees whose employment terminated during the three-year statute of limitations applicable to that claim, or since December 4, 2016.

Sukhbir S. Brar

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$32,049.65
Failure to provide meal breaks	\$21,366.43
Failure to provide rest breaks	\$21,366.43
Wage statements	\$0.00
Waiting time penalties	\$9,239.54
Attorneys' Fees	\$30,000.00
Total:	\$114,022.05

Daniel Buck

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$29,268.27
Failure to provide meal breaks	\$19,512.18
Failure to provide rest breaks	\$19,512.18
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$99,442.63

Adam L. Carr

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$71,010.99
Failure to provide meal breaks	\$47,340.66
Failure to provide rest breaks	\$47,340.66
Wage statements	\$750.00
Waiting time penalties	\$12,426.92
Attorneys' Fees	\$30,000.00
Total:	\$208,869.23

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Ashok Chand

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$57,776.09
Failure to provide meal breaks	\$38,517.39
Failure to provide rest breaks	\$38,517.39
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$165,960.87

Michael Coffaro

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$64,620.28
Failure to provide meal breaks	\$43,080.19
Failure to provide rest breaks	\$43,080.19
Wage statements	\$850.00
Waiting time penalties	\$10,527.23
Attorneys' Fees	\$30,000.00
Total:	\$192,157.89

Clifford De Vera

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$65,151.07
Failure to provide meal breaks	\$43,434.05
Failure to provide rest breaks	\$43,434.05
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$183,169.17

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Thomas B. Dillon

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$70,292.73
Failure to provide meal breaks	\$46,861.82
Failure to provide rest breaks	\$46,861.82
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$195,166.37

Chris R. Green

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$33,985.46
Failure to provide meal breaks	\$22,656.97
Failure to provide rest breaks	\$22,656.97
Wage statements	\$0
Waiting time penalties	\$10,414.15
Attorneys' Fees	\$30,000.00
Total:	\$119,713.55

Steven A. Kuhn

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$72,815.96
Failure to provide meal breaks	\$48,543.98
Failure to provide rest breaks	\$48,543.98
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$201,053.92

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Kelly La Rue

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$34,882.88
Failure to provide meal breaks	\$23,255.26
Failure to provide rest breaks	\$23,255.26
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$112,543.40

Winton Lau

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$60,786.53
Failure to provide meal breaks	\$40,524.35
Failure to provide rest breaks	\$40,524.35
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$172,985.23

Yong H. Li

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$82,361.17
Failure to provide meal breaks	\$54,907.45
Failure to provide rest breaks	\$54,907.45
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$223,326.07

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Elizabeth L. Maldonado

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$59,135.71
Failure to provide meal breaks	\$39,423.80
Failure to provide rest breaks	\$39,423.80
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$169,133.31

Joan E. Marotto

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$52,390.38
Failure to provide meal breaks	\$34,926.92
Failure to provide rest breaks	\$34,926.92
Wage statements	\$850.00
Waiting time penalties	\$8,382.46
Attorneys' Fees	\$30,000.00
Total:	\$161,476.68

Michelle Mclemore

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$53,780.07
Failure to provide meal breaks	\$35,853.38
Failure to provide rest breaks	\$35,853.38
Wage statements	\$50.00
Waiting time penalties	\$10,961.54
Attorneys' Fees	\$30,000.00
Total:	\$166,498.37

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Gregory L. McSwain

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$56,232.88
Failure to provide meal breaks	\$37,488.59
Failure to provide rest breaks	\$37,488.59
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$162,360.06

Claire Memoracion

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$50,480.74
Failure to provide meal breaks	\$33,653.83
Failure to provide rest breaks	\$33,653.83
Wage statements	\$850.00
Waiting time penalties	\$8,076.92
Attorneys' Fees	\$30,000.00
Total:	\$156,715.32

Irving A. Nunez

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$54,872.06
Failure to provide meal breaks	\$36,581.38
Failure to provide rest breaks	\$36,581.38
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$159,184.82

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Sophia R. Ojeda

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$27,188.84
Failure to provide meal breaks	\$18,125.89
Failure to provide rest breaks	\$18,125.89
Wage statements	\$0.00
Waiting time penalties	\$6,060.00
Attorneys' Fees	\$30,000.00
Total:	\$99,500.62

Katherine Pearson

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$44,409.46
Failure to provide meal breaks	\$29,606.31
Failure to provide rest breaks	\$29,606.31
Wage statements	\$550.00
Waiting time penalties	\$7,723.38
Attorneys' Fees	\$30,000.00
Total:	\$141,895.46

Erick Portugal

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$51,816.04
Failure to provide meal breaks	\$34,544.03
Failure to provide rest breaks	\$34,544.03
Wage statements	\$550.00
Waiting time penalties	\$9,039.56
Attorneys' Fees	\$30,000.00
Total:	\$160,493.66

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Gerardo Ramirez

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$40,852.64
Failure to provide meal breaks	\$27,235.09
Failure to provide rest breaks	\$27,235.09
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$126,472.82

Joanie M. Rollins

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$51,318.13
Failure to provide meal breaks	\$34,212.08
Failure to provide rest breaks	\$34,212.08
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$150,892.29

Mueyliam Saechao-Surigao

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$57,776.09
Failure to provide meal breaks	\$38,517.39
Failure to provide rest breaks	\$38,517.39
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$165,960.87

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Patricia Sandate

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$38,685.66
Failure to provide meal breaks	\$25,790.44
Failure to provide rest breaks	\$25,790.44
Wage statements	\$0
Waiting time penalties	\$9,858.46
Attorneys' Fees	\$30,000
Total:	\$130,125.00

Robin Scantland

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$62,958.31
Failure to provide meal breaks	\$41,972.21
Failure to provide rest breaks	\$41,972.21
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$178,052.73

Michael A. Shaw

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$61,632.72
Failure to provide meal breaks	\$41,088.48
Failure to provide rest breaks	\$41,088.48
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$174,959.68

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Amy Spoor

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$64,659.81
Failure to provide meal breaks	\$43,106.54
Failure to provide rest breaks	\$43,106.54
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$182,022.90

Laura A. Squirek

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$72,815.96
Failure to provide meal breaks	\$48,543.98
Failure to provide rest breaks	\$48,543.98
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$201,053.92

Andrew Stevenson

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$57,879.45
Failure to provide meal breaks	\$38,586.30
Failure to provide rest breaks	\$38,586.30
Wage statements	\$1,050.00
Waiting time penalties	\$9,047.45
Attorneys' Fees	\$30,000.00
Total:	\$175,149.50

Israel Tee

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$61,318.71
Failure to provide meal breaks	\$40,879.14
Failure to provide rest breaks	\$40,879.14
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$174,226.99

Sumeer Thepar

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$53,653.82
Failure to provide meal breaks	\$35,769.21
Failure to provide rest breaks	\$35,769.21
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$156,342.24

Kathryn S. Tuel

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$58,673.88
Failure to provide meal breaks	\$39,115.92
Failure to provide rest breaks	\$39,115.92
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$168,055.73

Kim N. Wilcox

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$54,230.76
Failure to provide meal breaks	\$36,153.84
Failure to provide rest breaks	\$36,153.84
Wage statements	\$850.00
Waiting time penalties	\$8,739.35
Attorneys' Fees	\$30,000.00
Total:	\$166,127.79

Scott T. Wolatz

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$54,356.80
Failure to provide meal breaks	\$36,237.87
Failure to provide rest breaks	\$36,237.87
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$157,982.54

Robert Woods

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$51,816.08
Failure to provide meal breaks	\$34,544.06
Failure to provide rest breaks	\$34,544.06
Wage statements	\$1,050.00
Waiting time penalties	\$8,094.00
Attorneys' Fees	\$30,000.00
Total:	\$160,048.20

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Calvin Y. Yeung

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$78,750.00
Failure to provide meal breaks	\$52,500.00
Failure to provide rest breaks	\$52,500.00
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$214,900.00

Moises D. Zapata

<u>Claim</u>	<u>Amount in Controversy</u>
Failure to pay overtime	\$52,503.54
Failure to provide meal breaks	\$35,002.36
Failure to provide rest breaks	\$35,002.36
Wage statements	\$1,150.00
Waiting time penalties	\$0.00
Attorneys' Fees	\$30,000.00
Total:	\$153,658.26

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39. Based upon the foregoing, the amount in controversy in this action easily exceeds the jurisdictional minimum of \$75,000.

40. For these reasons, this action is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. section 1332, and which may be removed to this Court by Defendant pursuant to 28 U.S.C. section 1441 based on diversity jurisdiction.

THE PROCEDURAL REQUIREMENTS OF 28 U.S.C. § 1446 ARE
SATISFIED

41. In accordance with 28 U.S.C. §1446(a), this Notice of Removal is filed in the District in which the action is pending. The Marin County Superior Court is

1 located within the Northern District of California. Therefore, venue is proper in this
2 court because it is the “district and division embracing the place where such action
3 is pending.” 28 U.S.C. § 1441(a).

4 42. In accordance with 28 U.S.C. §1446(a), copies of all process,
5 pleadings, and orders served upon Defendant are attached as Exhibits to this Notice.

6 43. In accordance with 28 U.S.C. §1446(d), a copy of this Notice is being
7 served upon counsel for Plaintiffs, and a notice will be filed with the Clerk of the
8 Superior Court of California for the County of Marin. Notice of Compliance shall
9 be filed promptly afterwards with this court.

10 44. As required by Federal Rule of Civil Procedure 7.1, Defendant
11 concurrently filed its Certificate of Interested Parties.

12
13 **CONCLUSION**

14 For the foregoing reasons, Defendant hereby removes the above-entitled
15 action to United States District Court for the Northern District of California.

16
17 Dated: January 6, 2020

Allison C. Eckstrom
Christopher J. Archibald
Karina Lo
BRYAN CAVE LEIGHTON PAISNER LLP

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19
20 By: /s/ Christopher J. Archibald
21 Christopher J. Archibald
22 Attorneys for Defendant
23 WALGREEN CO.
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