UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No.	**CV 19-4924 JGB (MRWx)**	Date	February 19, 2026
Title	***Sherry Montgomery and Yesenia Alba v. Target Corporation et al.***		

Present: The Honorable	JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE

MAYNOR GALVEZ	Not Reported
Deputy Clerk	Court Reporter

Attorney(s) Present for Plaintiff(s):	Attorney(s) Present for Defendant(s):
None Present	None Present

Proceedings: **Order (1) DENYING Plaintiffs' Motion for Class Certification (Dkt. No. 99); (2) GRANTING-IN-PART AND DENYING-IN-PART Defendant's Evidentiary Objections (Dkt. Nos. 118-121); (3) VACATING the February 23, 2026 Hearing; and (4) ORDERING the Parties to Meet and Confer Regarding Civil Trial Deadlines (IN CHAMBERS)**

Before the Court is plaintiff Sherry Montgomery and Yesenia Alba's motion for class certification. ("Motion," Dkt. No. 99.) The Court determines this matter appropriate for resolution without a hearing. See Fed. R. Civ. P. 78; L.R. 7-15. After considering the papers filed in support of and in opposition to the Motion, the Court **DENIES** the Motion. The Court **VACATES** the February 23, 2026 hearing.

I. BACKGROUND

On June 6, 2019, plaintiffs Sherry Montgomery and Yesenia Alba (collectively, "Plaintiffs") filed a complaint against defendant Target Corporation ("Defendant" or "Target") and Does 1 through 50. ("Complaint," Dkt. No. 1.) On August 19, 2019, Plaintiffs filed a first amended complaint, alleging the following eight causes of action: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay hourly wages; (4) failure to indemnify; (5) failure to provide accurate written wage statements; (6) failure to timely pay all final wages; (7) unfair competition; and (8) penalties under the California Labor Code Private Attorneys General Act ("PAGA"), as a representative action. ("FAC," Dkt. No. 29.) On September 12, 2019, Target answered. (Dkt. No. 42.)

On September 20, 2019, the Court stayed all further proceedings pending resolution of the duplicative claims in Halley v. Target Corp., Case No. 8:17-cv00692-JGB-MRW (C.D. Cal.) ("Halley") and Bowen v. Target Corp., Case No. 2:16-cv-02587- JGB-MRW (C.D. Cal.) ("Bowen"). ("Stay Order," Dkt. No. 43.) On December 1, 2022, the Court lifted the stay and reopened the case. (Dkt. No. 72.)

On January 14, 2025, Plaintiffs filed this Motion. (See Motion.) In support of the Motion, Plaintiff filed 43 exhibits, including several declarations, deposition transcripts, discovery responses, and other documents. ("Plaintiffs' Compendium of Evidence," Dkt. No. 100.) The declarations in Plaintiffs' Compendium of Evidence include the declaration of counsel Shaun Setareh ("Setareh Decl."), the declaration of Plaintiffs' expert James Toney ("Toney Decl."), the declaration of Plaintiff Montgomery ("Montgomery Decl."), the declaration of Plaintiff Alba ("Alba Decl."), and the declarations of 21 former Target employees. That same day, Plaintiffs filed a notice of errata. (Dkt. No. 102.)

On February 24, 2025, Target filed an opposition. ("Opposition," Dkt. No. 106.) In support of the Opposition, Target filed the declaration of Michael Brewer, Target's Director of Human Resources Policy and Compliance, with attached exhibits ("Brewer Decl.," Dkt. No. 106-2); the declaration of counsel Jeffrey D. Wohl ("Wohl Decl.," Dkt. No. 106-3); the declaration of Target's rebuttal expert Dr. Paul F. White ("Wohl Decl.," Dkt. No. 106-4); a statement of evidence ("SE," Dkt. No. 107); and the declarations of 549 current Target employees (Dkt. Nos. 108-116). On March 24, 2025, Plaintiffs replied. ("Reply," Dkt. No. 124.)

Target also filed four motions to strike on February 24, 2025. (Dkt. Nos. 118-121.) On April 7, 2025, Plaintiffs opposed those motions. (Dkt. Nos. 126-129.) On April 14, 2025, Target replied. (Dkt. Nos. 130-133.)

II. FACTUAL ALLEGATIONS

Defendant Target is a Minnesota corporation that carries out business in the State of California. (FAC ¶ 7.) Plaintiff Sherry Montgomery ("Montgomery") worked for Target as a non-exempt hourly employee beginning around November 11, 2009. (Id. ¶ 20.) Plaintiff Yesenia Alba ("Alba") worked for Target as a non-exempt, hourly employee for approximately twenty years from April 1999 until January 7, 2019. (Id. ¶ 21.)

Plaintiffs and the putative class were trained to clock in for each work shift using their employee number at an electronic clock located outside the employee break room. (Id. ¶ 22.) Because Alba worked the early morning shift starting at 5:00 a.m., she, along with her co-workers, would have to wait for a manager to arrive in order to clock in for their shifts. (Id. ¶ 23.) As a result, Alba and the putative class would have to form a line and wait on average five to seven minutes to clock in at the electronic time clock. (Id. ¶ 24.) Additionally, Alba and her co-workers would regularly have to wait for a manager to arrive to open the store resulting in unpaid time waiting ranging from five to thirty minutes. (Id. ¶¶ 25-26.)

After Alba would clock out of her shift, management would routinely stop her for work-related discussions lasting from five to ten minutes even though management knew that she had clocked out of her shift. (Id. ¶¶ 27-28.)

Due to constant interruptions by management, Plaintiffs and the putative class members did not receive meal periods of at least thirty minutes during each five-hour work period. (Id. ¶ 29.) Management would speak with Plaintiffs in the break room about their duties once off break and would not provide Plaintiffs the option of restarting their meal period due to the interruption. (Id. ¶ 30.)

Plaintiffs and the putative class members were regularly deprived of uninterrupted rest periods of at least ten minutes every four hours. (Id. ¶ 34.) Alba was denied her full rest period because Defendant imposed so much work on her, and every other employee, such that they would be unable to complete their work and take their break. (Id. ¶ 21.) Montgomery was denied her full rest period because Defendant had a policy and practice of chronically understaffing each work shift. (Id. ¶ 33.)

Defendant failed to reimburse Plaintiffs and the putative class for business expenses incurred as part of their work, such as cell phones and uniforms. (Id. ¶¶ 36-37.) As a result, Plaintiffs and the putative class were paid hourly wages lower than the designated wage scale. (Id. ¶¶ 35, 38.) Plaintiffs were required to use their personal cellphone to provide price matches and check inventory quantities for particular products. (Id. ¶ 39.) Defendant did not reimburse them the requisite business expenses for the use of their personal cellphones. (Id. ¶ 40.) Plaintiffs were required to purchase work uniforms, specifically a red shirt and beige pants, for which they were not reimbursed. (Id. ¶¶ 41-42.) Plaintiffs were also not reimbursed for maintaining these uniforms. (Id. ¶ 43.)

III. LEGAL STANDARD

Federal Rule of Civil Procedure 23 ("Rule 23") governs the litigation of class actions. A party seeking class certification must establish the following prerequisites:

> (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

Fed. R. Civ. P. 23(a). After satisfying the four prerequisites of numerosity, commonality, typicality, and adequacy, a party must also demonstrate one of the following: (1) a risk that separate actions would create incompatible standards of conduct for the defendant or prejudice individual class members not parties to the action; (2) the defendant has treated the members of the class as a class, making appropriate injunctive or declaratory relief with respect to the class as a whole; or (3) common questions of law or fact predominate over questions affecting individual

members and that a class action is a superior method for fairly and efficiently adjudicating the action. See Fed. R. Civ. P. 23(b)(1)-(3).

A trial court has broad discretion regarding whether to grant a motion for class certification. See Bateman v. Am. Multi-Cinema, Inc., 623 F.3d 708, 712 (9th Cir. 2010). However, "[a] party seeking class certification must affirmatively demonstrate compliance with [Rule 23]—that is, the party must be prepared to prove that there are in fact sufficiently numerous parties, common questions of law or fact, etc." Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338, 350 (2011). A district court must conduct a "rigorous analysis" that frequently "will entail some overlap with the merits of the plaintiff's underlying claim." Id. at 351. "Courts typically proceed claim-by-claim in determining whether the Rule 23 requirements have been met, particularly as to the Rule 23(a)(2) and (b)(3) requirements of common questions and predominance." Allen v. Verizon California, Inc., 2010 WL 11583099, at *2 (C.D. Cal. Aug. 12, 2010). A "district court must find by a preponderance of the evidence that the plaintiff has established predominance under Rule 23(b)(3)." Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC, 993 F.3d 774 (9th Cir. 2021).

IV. DISCUSSION

A. Motions to Strike Declarations

Defendant raised various evidentiary objections to the declarations and evidence submitted by Plaintiffs. (See Dkt. Nos. 118-121.) Defendant contends that Plaintiffs' declarations and compendium of evidence were not timely filed, that portions of Plaintiffs' declarations contradict their sworn deposition testimony, and that Plaintiffs' declarations are not admissible under the Federal Rules of Evidence. (See "Motion to Strike Plaintiffs' Declarations," Dkt. No. 118-2; "Motion to Strike Class Members' Declarations," Dkt. No. 119-2; "Motion to Strike Expert Declarations," Dkt. No. 120-2; "Motion to Strike Evidence," Dkt. No. 121-2.) Because Defendant was not prejudiced by these untimely submissions, the Court declines to strike them on that basis.

Defendant's evidentiary objections are **OVERRULED AS MOOT** to the extent they concern evidence not relied upon in this order. As to the declarations that this Court does rely on, the Court's consideration on class certification is not limited only to admissible evidence. See Sali v. Corona Reg'l Med. Ctr., 909 F.3d 996, 1005 (9th Cir. 2018) ("Numerous district courts in this Circuit have long concluded that it is appropriate to consider evidence at the class certification stage that may ultimately be inadmissible.") (collecting cases); Palmer v. Cognizant Tech. Sols. Corp., 2022 WL 18214014, at *1 (C.D. Cal. Oct. 27, 2022) ("The Ninth Circuit has previously squarely held that a district court abuses its discretion 'by declining to consider [evidence] solely on the basis of inadmissibility.'") (citations omitted). Accordingly, the Court declines to exclude all but one of the declarations. The Court **STRIKES** the declaration of Merriweather for failing to sign his declaration under penalty of perjury. In re World Trade Ctr. Disaster Site Litig., 722 F.3d 483, 488 (2d Cir. 2013) ("Inclusion of the language 'under penalty of perjury' is an integral requirement of the statute for the very reason that it impresses upon the

declarant the specific punishment to which he or she is subjected for certifying to false statements.") The declarations that the Court does rely on are identified clearly below.

B. Rule 23(a) Requirements

Plaintiff seeks certification of the following classes:

Regular Rate Class: All non-exempt employees of Defendant who were not paid a meal period or rest break premium at the correct regular rate of pay, or whose overtime wages were not paid at the correct rate as calculated using the correct regular rate of pay, for shifts worked for Defendant in California, at any time during the time period from June 6, 2015 through the date of class certification.

Recordkeeping Meal Period Class: All non-exempt employees of Defendant who worked a shift for Defendant in California in excess of five hours and whose timekeeping records reflect a late, shortened, or missed meal period without a corresponding meal period premium paid, at any time during the time period from June 6, 2015 through the date of class certification.

Missing Punch Best Practice Class: All non-exempt employees of Defendant who worked a shift for Defendant in California in excess of five hours and whose timekeeping records reflect a manager-adjusted meal period time punch, at any time during the time period from June 6, 2015 through the date of class certification.

On-Premises Rest Break Class: All non-exempt employees of Defendant who worked a shift for Defendant in California of at least 3.5 hours, at any time during the time period from June 6, 2015 through February 19, 2018.

Cell Phone Reimbursement Class: All non-exempt employees of Defendant who were required to utilize their personal cell phone for business-related purposes when working for Defendant as a cashier at a cash register in California at any time during the time period from June 6, 2015 through the date of class certification.

Closed-Location Clock-In Class: All non-exempt employees of Defendant who worked a shift for Defendant in California during hours when the location where they worked was not open to the public, at any time during the time period from June 6, 2015 through the date of class certification.

Open-Location Clock-In Class: All non-exempt employees of Defendant in California who worked a shift during hours when the location where they worked was open to the public, at any time during the time period from June 6, 2015 through the date of class certification.

> **Holiday Meal Period Premium Class**: All non-exempt employees of Defendant who worked a shift for Defendant in California in excess of five hours and who were instructed to clock out and continue working through their meal periods, at any time during the time period from June 6, 2015 through the date of class certification.

(Motion at i-ii.)

Plaintiffs also seek an order (1) appointing Plaintiffs as Class Representatives and (2) appointing Plaintiffs' counsel as Class Counsel. (Id. at ii.)[1]

1. Numerosity

Rule 23(a)(1) requires the class to be so numerous that joinder of individual class members is impracticable. See Fed. R. Civ. P. 23(a)(1); Hanlon v. Chrysler Corp., 150 F.3d 1011, 1019 (9th Cir. 1998). To be impracticable, joinder must be difficult or inconvenient, but need not be impossible. Keegan v. Am. Honda Motor Co., 284 F.R.D. 504, 522 (C.D. Cal. 2012). There is no magic number which automatically satisfies the numerosity inquiry. Id. However, 40 or more members will generally satisfy the requirement. Id. A plaintiff has the burden to establish that this requirement is satisfied. United Steel, Paper & Forestry, Rubber, Mfg. Energy v. Conoco Phillips Co., 593 F.3d 802, 806 (9th Cir. 2010).

a. Regular Rate Class

Plaintiffs argue that the proposed Regular Rate Class is sufficiently numerous because approximately 5,400 employees belong to the class. (Mot. at 23.) Plaintiffs reach that number by extrapolating from a data set produced by Target that contained timekeeping and payroll information for 2,500 putative class members for the time period between June 7, 2015 and January 31, 2023. (Id. at 2.) According to Plaintiffs' expert James Toney, approximately 1.1% of shifts through July 15, 2018 contained both a meal period premium payment and a bonus/shift premium. (Id. at 3 (citing to Toney Decl. ¶ 6).) The meal period premium payment, however, was not paid at the correct regular rate of pay. (Id.) Because Mr. Toney estimated a current class size of 490,597, Plaintiffs extrapolate from the 1.1% of shift violations Mr. Toney identified to calculate that 1.1% of the estimated class size equals approximately 5,400 employees. (Id. at 23.) However, Plaintiffs' expert makes no assertion, or even a mere inference, as to the number of class members who were paid both meal period premium payments and a bonus/shift premium. (See Toney Decl. ¶ 6.) In the absence of any data provided by Plaintiffs as to the number of class members, the Court declines to find sufficient numerosity for the proposed Regular Rate Class.

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[1] Defendant first urges the Court to deny the Motion based on Plaintiffs' violations of the local rules. (Opp. at 1-2.) Because Defendant does not allege any prejudice arising out of these violations, the Court declines to deny the Motion on this basis. However, the Court admonishes Plaintiffs to review and follow the local rules.

b. Recordkeeping Meal Period Class

Plaintiffs argue that the proposed Recordkeeping Meal Period Class is sufficiently numerous because approximately 8,830 employees belong to the class. (Mot. at 23.) Plaintiffs calculate this number on the basis that "1.8% of the total class . . . are estimated to be in the Recordkeeping Meal Period Class." (Id.) They cite to the Supplemental Toney Declaration at ¶ 7 for this figure. (Id.) Reviewing both the Supplemental Toney Declaration and the Toney Declaration, the Court understands Plaintiffs' expert to determine that of the 536,480 shifts available for analysis in the dataset provided by Target there were a total of 6,268 meal break violations for a net violation rate of 1.8%. (Toney Decl. ¶ 4; Supplemental Toney Decl. ¶ 8.) Mr. Toney then extrapolates that among the entire estimated class there would a net meal break violation count of 1,600,301. (Supp. Toney Decl. ¶ 8.) As before, Plaintiffs' expert makes no assertion, or even a mere inference, as to the number of class members who suffered meal break violations. In the absence of any data provided by Plaintiffs as to the number of class members, the Court declines to find sufficient numerosity for the proposed Recordkeeping Meal Period Class.

c. Missing Punch Best Practice Class

Plaintiffs summarily argue that the proposed Missing Punch Best Practices Class is "similarly expected to contain at least 490 employees based on the class sampling." (Mot. at 23.) Plaintiffs do not explain how they calculate that number. (Id.) However, they cite to the Supplemental Toney Declaration at ¶ 7 for this figure. (Id.) Reviewing the Supplemental Toney Declaration, the Court understands Mr. Toney to calculate that, of the 6,842 time punch records provided by Defendant, "1.7% of the records were edited by a manager." (Supp. Toney Decl. ¶ 4.) As with the proposed Regular Rate Class and the Recordkeeping Meal Period Class, Mr. Toney does not provide any calculations as to the number of class members whose records were edited by a manager in either the Toney Declaration or Supplemental Toney Declaration. (See Toney Decl. ¶ 4; Supp. Toney Decl. ¶ 4.) In the absence of any data provided by Plaintiffs as to the number of class members, the Court declines to find sufficient numerosity for the proposed Missing Punch Best Practice Class.

d. On-Premises Rest Break Class

Plaintiffs argue that the proposed On-Premises Rest Break Class is sufficiently numerous because it consists of 170,898 employees. (Mot. at 23.) Target employed approximately 170,898 non-exempt team members at its retail stores in California between June 6, 2015 and February 18, 2018. (Compendium of Evidence, Ex. 32 at 13.) Defendant contests by presenting its own declarations from employees stating that they left Target property during rest periods. (Opp. at 13.) Although the Court does not, as Plaintiffs urge, "distrust" the declarations, it views them with skepticism. (Reply at 4.) In any case, all the declarations prove is that 406 Target employees knew that they could leave Target property during rest periods. (Opp. at 13.) While this is a considerable number, it does not by itself undercut Plaintiffs' argument for numerosity.

Accordingly, the Court finds that the proposed On-Premises Rest Break Class meets the Rule 26(a)(1) numerosity threshold.

e. Cell Phone Reimbursement Class

Plaintiffs argue that the proposed Cell Phone Reimbursement Class is sufficiently numerous because it consists of at least 12,755 cashiers. (Mot at 23.) It appears that Plaintiffs calculated this number by taking the percentage of employees with the title "Seasonal Cashier" from the database provided by Target and applying that percentage to the estimated class size. (Id.) Plaintiffs appear to assume that all seasonal cashiers would be class members because their declarants who held positions as cashiers "all aver they were expected to utilize their personal cell phones" to fulfill their job responsibilities." (Setareh Decl. ¶ 53.) Although Target challenges the declaration of Hanna-Baker and Gallardo as contradictory, the Court does not find that their deposition testimony flatly contradicts their declarations. (Motion to Strike Class Members' Declarations at 13, 22-23.) Target also provides 47 declarations from Target employees who state that Target never required them to use their cell phones as cashiers and a cell phone was not necessary to perform their job. (Opp. at 13.) As above, the Court views these declarations with skepticism and finds that they do not undercut Plaintiffs' arguments in favor of numerosity. Accordingly, the Court finds that the proposed Cell Phone Reimbursement Class meets the Rule 26(a)(1) numerosity threshold.

f. Closed-Location Clock-In Class

Plaintiffs argue that the proposed Closed-Location Clock-In Class is sufficiently numerous because it contains Ms. Alba, fifteen declarants, and thousands of employees who worked a morning or overnight shift. (Mot. at 23.) However, Plaintiffs provide no support for their contention that thousands of employees belong to the Closed-Location Clock-In Class. (See Mot.) "Mere speculation as to satisfaction of this numerosity requirement does not satisfy Rule 23(a)(1). . . . A higher level of proof than mere common sense impression or extrapolation from cursory allegations is required." Schwartz v. Upper Deck Co., 183 F.R.D. 672, 681 (S.D. Cal. 1999). Accordingly, the Court declines to find sufficient numerosity for the proposed Closed-Location Clock-In Class.

g. Open-Location Clock-In Class

Plaintiffs argue that the proposed Open-Location Clock-In Class is sufficiently numerous because all the declarants attested to belong to the proposed class; therefore, by extrapolation, Plaintiffs estimate that all 490,497 class members belonging to this proposed class. (Mot. at 23.) However, Plaintiffs provide no support for this argument. (See Mot.) Accordingly, the Court declines to find sufficient numerosity for the proposed Open-Location Clock-In Class.

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h. Holiday Meal Period Premium Class

Plaintiffs argue that the proposed Holiday Meal Period Premium Class is sufficiently numerous because all the declarants attested to belonging to the proposed class; therefore, by extrapolation, Plaintiffs estimate that all 490,497 class members belong to this proposed class. (Mot. at 23.) However, Plaintiffs provide no support for this argument. Accordingly, the Court declines to find sufficient numerosity for the proposed Holiday Meal Period Premium Class.

2. Commonality (and Predominance)

The commonality requirement is satisfied when plaintiffs assert claims that "depend upon a common contention . . . capable of classwide resolution—which means that a determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." Wal-Mart, 564 U.S. at 350; see also id. ("What matters to class certification . . . is not the raising of common questions . . . but, rather, the capacity of a classwide proceeding to generate common *answers* apt to drive the resolution of the litigation.") (internal citations omitted). Differences among putative class members can impede the generation of such common answers. Id. In the Ninth Circuit, "Rule 23(a)(2) has been construed permissively. . . . The existence of shared legal issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class." Staton v. Boeing Co., 327 F.3d 938, 953 (9th Cir. 2003). Commonality is satisfied "where the lawsuit challenges a system-wide practice or policy that affects all of the putative class members." Armstrong v. Davis, 275 F.3d 849, 868 (9th Cir. 2001).

Because Plaintiff seeks to certify the proposed classes under Rule 23(b)(3) and because the parties contest commonality and predominance together, the Court considers these two issues jointly. "In addition to satisfying Rule 23(a)'s prerequisites, parties seeking class certification must show that the action is maintainable under Rule 23(b)(1), (2), or (3)." Amchem Prod., Inc. v. Windsor, 521 U.S. 591, 614 (1997). Rule 23(b)(3) requires that common questions of law or fact predominate over individual questions, and that a class action be superior to other potential methods of adjudication. Fed. R. Civ. P. 23(b)(3).

"The predominance criterion is far more demanding" than the commonality requirement of Rule 23(a). Amchem Prod., 521 U.S. at 623–24. "The Rule 23(b)(3) predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." Id. "When one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members." Tyson Foods, Inc. v. Bouaphakeo, 577 U.S. 442, 453 (internal citations omitted.)

"An individual question is one where members of a proposed class will need to present evidence that varies from member to member, while a common question is one where the same evidence will suffice for each member to make a prima facie showing [or] the issue is susceptible

to generalized, class-wide proof." Id. (internal quotations and citation omitted). "Importantly, a party cannot plead or speculate her way to class certification. She must marshal facts showing, by a preponderance of the evidence, that class issues predominate." Miles v. Kirkland's Stores Inc., 89 F.4th 1217, 1222 (9th Cir. 2024). The party seeking class certification has the burden of establishing predominance. See Ellis v. Costco Wholesale Corp., 657 F.3d 970, 979 (9th Cir. 2011).

As to each proposed class, Plaintiffs argue that commonality is satisfied "based on the class definitions." (Mot. at 28.) For predominance, Plaintiffs provide the predominant questions for each proposed class. (Mot. at 30-33.)

a. Regular Rate Class

The proposed Regular Rate Class seeks to include all non-exempt Target employees in California who were not paid a meal period or rest break premium or overtime wages at the correct regular rate of pay. (Mot. at i.) The predominant questions Plaintiffs allege are: "(1) whether the Regular Rate Class members were paid meal period and rest break premiums at the correct regular rate of pay; and (2) whether they were paid all overtime owed based upon the correct regular rate of pay." (Id. at 31-32.)

The regular rate of pay is not the same as an employee's standard hourly wage rate. Ferra v. Loews Hollywood Hotel, LLC, 11 Cal. 5th 858, 869 (2021). California state law requires employers who "fail to provide an employee a meal or rest or recovery period in accordance with state law" to pay the employee "one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."[2] Cal. Lab. Code § 226.7(c). The California Supreme Court interpreted the phrase "regular rate of compensation" in Cal. Lab. Code § 226.7(c) to have the "same meaning" as the phrase "regular rate of pay" in Cal. Lab. Code § 510(a). Ferra, 11 Cal. 5th at 878 (2021). The "regular rate of pay" encompasses hourly wages and any nondiscretionary payments. Id. at 869. Therefore, "an employee's regular rate of pay changes from pay period to pay period depending on whether the employee has earned shift differential premiums or nonhourly compensation." Alvarado v. Dart Container Corp. of California, 4 Cal. 5th 542, 562 (2018), as modified (Apr. 25, 2018). The term

[2] Plaintiffs seem to argue that the proper way to calculate the regular rate of pay is to add up all wages and nondiscretionary payments and divide that amount by forty hours. (Mot. at 21.) Plaintiffs cite to Alvarado v. Dart Container Corp. of California, 4 Cal. 5th 542, 564 (2018) for the proposition that the regular rate of pay must be divided by forty hours rather than the total number of hours worked. (Id.) However, in Alvarado, the California Supreme Court determined that Cal. Labor Code § 515(d) required a divisor of forty where an employee receives a "fixed weekly salary" for a "fluctuating workweek" because the California Legislature wanted to ensure that the fixed weekly salary compensates only the "nonovertime hours." Id. Here, employees receive an hourly wage, not a fixed weekly salary. (FAC ¶ 35.) Thus, it does not appear that Alvarado's holding applies to Plaintiffs.

"regular rate of pay" is also understood to have the same meaning as "regular rate" in the Fair Labor Standards Act ("FLSA"). Ferra, 11 Cal. 5th at 868. The "regular rate" is calculated by dividing an employee's "total renumeration . . . in any workweek by the total number of hours actually worked by him in that workweek for which such compensation was paid." Huntington Mem'l Hosp. v. Superior Ct., 131 Cal. App. 4th 893, 905 (2005) (citing 29 C.F.R. § 778.109 (2004)).

Target argues that Plaintiffs cannot show on a class-wide basis that Target failed to pay a meal period premium owed at the regular rate of pay. (Opp. at 15.) Target automatically paid a meal period premium whenever the time records showed a noncompliant period. (SE ¶ 44.) However, a noncompliant period does not indicate that Target is liable to pay that meal period premium because the noncompliant period may have been due to the employee's own choice and not Target requiring an employee to work through the meal period. (Id. at 15-16.) As a result, Plaintiffs would have no way of demonstrating whether Target paid a meal period premium voluntarily or whether the law required Target to pay a meal period premium at the regular rate of pay. (Id. at 16.) As proof thereof, 69 Target employees testified that their noncompliant meal periods were not Target's fault. (SE ¶ 68.)

Plaintiffs respond by arguing that Ferra requires Target to pay any meal period premium, even if voluntary, at the regular rate of pay. (Reply at 5.) Therefore, the question whether Target failed to pay meal period premiums at the regular rate of pay is a question amenable to class-wide resolution. (Id.)

However, the Court is unable to find any language in Ferra supporting Plaintiffs' argument. See 11 Cal. 5th 858. On the contrary, Ferra explains that the purpose of Cal. Lab. Code § 226.7(c) is to compensate employees who "are forced to work through break periods," which is a different situation from employees who voluntarily work through break periods. Id. at 876. Even Plaintiffs' expert admitted that his data does not prove whether Target's payment of a meal premium indicates that a meal premium was owed. (SE 110.) Multiple courts have denied class certification in circumstances exactly like this one where it is impossible to determine on a class-wide basis whether a meal period premium was owed. See e.g., Ordonez v. Radio Shack, Inc., No. CV 10-7060-CAS JCGX, 2013 WL 210223, at *7 (C.D. Cal. Jan. 17, 2013) (finding a lack of commonality where "there is no way of determining on a classwide basis whether these were violations, a legal conclusion, or whether individual class members voluntarily opted to start their meal break late, cut it short, or not take a break at all."); Washington v. Joe's Crab Shack, 271 F.R.D. 629, 641 (N.D. Cal. 2010) (finding a lack of commonality where "plaintiff's suggested solution of simply examining time records to determine when meal breaks were not taken would be unavailing, as that would not answer the question why the employees did not take breaks"); Vega v. Delaware N. Companies, Inc., No. 119CV00484ADASAB, 2023 WL 6940198, at *19 (E.D. Cal. Oct. 20, 2023) ("[I]individualized questions regarding whether and why meal and rest breaks were missed or not provided, would predominate over questions common to class members, and thus class certification should be denied."). As a result, the Court finds that determining whether Target correctly paid a meal premium would require individualized

determinations. Accordingly, the Court concludes that the proposed Regular Rate Class lacks commonality and predominance.

b. Recordkeeping Meal Period Class

The proposed Recordkeeping Meal Period Class seeks to include all non-exempt Target employees in California who worked over five hours and whose timekeeping records reflect a late, shortened, or missed meal period without a corresponding meal period premium paid. (Mot. at i.) The predominant questions Plaintiffs allege are: "(1) whether Target's timekeeping and payroll records for the Recordkeeping Meal Period Class that reflect noncompliant meal periods with no premiums paid give rise to a rebuttable presumption such shifts have meal period violations under Donohue, 11 Cal.5th at 77; and (2) whether Target's contention that its payroll system automatically pays a meal period premium whenever a meal period violation appears in its California non-exempt employees' timekeeping records is a sufficient classwide defense to rebut the presumption of liability." (Id. at 30-31.)

Target first challenges this proposed Class because Plaintiffs' expert ignores 1,000 relevant payments made for late, shortened, or missed meal period because Plaintiffs' expert failed to analyze one of the pay codes in the provided dataset. (Opp. at 17.) The Court agrees with Plaintiffs that this mistake does not change the fact that the dataset provided by Target to Plaintiffs still reflects thousands of unpaid meal period premiums. (Reply at 6.) Target next argues that under California case law a noncompliant meal period merely raises a "rebuttable presumption" that a meal period violation occurred. (Opp. at 17 (citing Donohue v. AMN Services, LLC, 11 Cal.5th 58, 74 (2021)).) Because a meal period violation does not demonstrate a facial violation of the law, Defendants contend that Plaintiffs are unable to establish an issue capable of class-wide resolution. (Id.)

Plaintiffs respond that Target fails to prove compliance and thereby fails to rebut the presumption of liability. (Reply at 7.) Furthermore, Plaintiffs argue that Target's policy of paying a meal period premium for recorded violations regardless of fault demonstrates a "demonstrable failure of policy" where Plaintiffs identified thousands of non-compliant meal periods without a meal period premium. (Id. (citing SE ¶ 44.)

The Court notes that Plaintiffs put forward no evidence from either of the proposed class representatives or Plaintiffs' declarants that they are owed a meal period premium for a noncompliant meal period for which Target was at fault. (See Mot.; Reply.) Furthermore, Target provides declarations from 148 team members, 68 of whom testify that any noncompliant meal periods they incurred were not Target's fault. (Opp. at 10; SE ¶ 68.) Because Defendant provides evidence that at least some of the meal period violations were not Target's fault, the Court concludes that determining liability would require individualized determinations, which defeats a finding of commonality and predominance. Gonzalez v. HUB Int'l Ltd., No. EDCV 20-2600 PA (ASX), 2021 WL 3261634, at *5 (C.D. Cal. May 25, 2021) ("As have many courts before it, this Court concludes the issues raised in Plaintiffs' meal break and rest period claims

are not amenable to resolution on a class-wide basis because such circumstances fail to satisfy the commonality and predominance requirements for class certification.").

c. Missing Punch Best Practice Class

The proposed Missing Punch Best Practice Class seeks to include all non-exempt Target employees in California who worked a shift over five hours and whose timekeeping records reflect a manager-adjusted meal period time punch. (Mot. at i.) The predominant questions Plaintiffs allege are: "(1) whether Target's practice of having managers unilaterally insert time punches into the Best Punch Practices Meal Period Class members' timekeeping records that ostensibly indicate a meal period of exactly 30 or 45 minutes taken at the normally scheduled time whenever a non-exempt employee failed to punch in or out for a meal period during a shift raises a rebuttable presumption of meal period violations during such shifts under Donohue, 11 Cal.5th at 77; (2) whether Target's failure to pay a meal break premium for each instance of a manager unilaterally modifying the timekeeping records of a non-exempt employee in this manner is a violation of California law; (3) whether the 30 or 45 minutes that the managers automatically deducted through these unilateral time-punch modifications are compensable under California law; and (4) whether Target's failure to compensate Best Punch Practices Meal Period Class members for this automatically deducted time is a violation of California law." (Id. at 31.)

Target argues that the manager-adjusted meal period time punches represent a policy to ensure that Target employees are paid when an employee misses a punch and fails to submit a time punch correction, as expected, by the Monday payroll deadline. (Opp. at 18 (citing SE ¶ 35).) A Target manager is "instructed to *initially* insert the missing punch" according to the employee's schedule and subsequently follow up with the employee and make any further necessary corrections. (Id. (citing SE ¶ 37).) Therefore, Target contends that this policy is lawful because it aims to ensure payment for hours worked and not to fix inaccurate time records. (Id.) Furthermore, the time records do not indicate whether an adjustment was made by a manager fulfilling a paper punch correction form submitted by an employee or made because no correction form was submitted. (Id.; SE ¶ 96.)

Plaintiffs respond that this policy results in the recording of compliant meal periods where none occurred. (Reply at 7.) As proof of these inaccurately recorded compliant meal periods, Plaintiffs point to the "statistically improbable pattern" that 26.4% of meals taken had durations of exactly 30 or 45 minutes. (Id. at 8 (citing Toney Decl. ¶ 4.)

However, Plaintiffs' expert makes no analysis as to what percentage of manager-adjusted meal periods had durations of exactly 30 or 45 minutes. (See Toney Decl. ¶ 4.) At best, Plaintiffs' expert can point to two manager-adjusted meal periods by Montgomery that had durations of exactly 45 minutes, and one manager-adjusted meal period by Alba that had a duration of 49 minutes. (Supplemental Toney Decl. ¶ 4.) Target points out that Plaintiffs' expert was unable to answer whether these edits represented an adjustment by a manager on the basis of a punch correction form submitted by the named Plaintiffs or because no punch correction form was submitted. (Opp. at 19 (citing SE ¶ 100.)) Finally, Target points out, and

Plaintiffs do not rebut, that neither Plaintiffs nor their declarants claim to have been improperly paid as a result of this policy. (Id. at 20.) Because Plaintiffs provide no class-wide means for determining which edits were unlawful in order to separate the wheat from the chaff, the Court declines to find commonality or predominance for the proposed Missing Punch Best Practices Class.

d. On-Premises Rest Break Class

The proposed On-Premises Rest Break Class seeks to include all non-exempt Target employees in California who worked a shift of at least 3.5 hours between June 6, 2015 and February 19, 2018 when Target's rest break policy required employees to stay on Target property during breaks. (Mot. at i, 7.) The predominant questions Plaintiffs allege are: "(1) whether Target's uniform policy requiring the On-Premises Rest Break Class to take their rest breaks while remaining inside their Target location fails to comply with the California requirement that employers must relieve their employees of all duties and relinquish any control over how employees spend their break time; and (2) whether Target's failure to pay them rest break premiums for shifts when such rest breaks occurred is a violation of California law." (Id. at 30.)

Target argues that this Court should follow its previous decision in Halley v. Target Corp., which did not certify a proposed identical class, and decline to find commonality. (Opp. at 20 (citing Halley v. Target Corp., No. SACV 17-0692-JGB-MRW, 2024 WL 4875346 (C.D. Cal. Oct. 25, 2024)).) Plaintiffs do not raise any counterargument in their Reply. (See Reply.)

In Halley v. Target Corp., the Court did find commonality for the proposed identical class "because Plaintiff challenges uniform policies and alleged systemic practices that apply to the putative classes of employees." No. SACV 17-0692-JGB-MRW, 2024 WL 4875346 at *6. However, this Court found that the proposed identical class lacked predominance because "the mere existence of a company policy—with little evidence that it was implemented or enforced uniformly—does not constitute significant proof that a class of employees were subject to an unlawful practice." Halley, No. SACV 17-0692 JGB (MRWX), 2024 WL 4875346, at *9 (citing Miles v. Kirkland's Stores Inc., 89 F.4th 1217, 1224 (9th Cir. 2024)). The Court additionally found that "Defendant's On-Premises Policy was left up to the interpretation of various stores, managers, and employees, increasing the likelihood that the policy was unevenly enforced." Id.

None of the evidence presented in the instant case convinces the Court that its previous conclusions were incorrect, or would be inapplicable here. Because the Court previously determined that the company's rest break policy was not enforced uniformly, the Court concludes here that Plaintiffs cannot prove that "the class members 'have suffered the same injury.'" Wal-Mart Stores, Inc., 564 U.S. at 350 (citing Gen. Tel. Co. of Sw. v. Falcon, 457 U.S. 147, 157 (1982)). Accordingly, the Court declines to find commonality or predominance for the proposed On-Premises Rest Break Class.

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e. Cell Phone Reimbursement Class

The proposed Cell Phone Reimbursement Class seeks to include all non-exempt Target employees in California whom Target required to use their personal cell phone for their job duties as cashiers. (Mot at i.) The predominant questions Plaintiffs allege are: "(1) whether Target's de facto requirement that cashiers use their personal cell phones to confirm other retailers' current prices in order to effect Target's Price Match Policy gives rise to necessary business expenditures incurred by the Cell Phone Reimbursement Class in direct consequence of the discharge of their duties under Labor Code section 2802; and (2) whether Target's failure to reimburse them for such expenditures incurred through the use of their personal cell phones is a violation [of] Labor Code section 2802." (Id. at 31.)

Target argues that the Court should decline to find commonality and predominance because in Bowen v. Target Corp. this Court declined to find predominance as to a similar class. (Opp. at 23-24 (citing Bowen v. Target Corp., No. CV-16-2587-JGB-MRW, 2021 WL 4860690, at *10 (C.D. Cal. June 24, 2021)).) In Bowen, plaintiffs sought to certify a class for all non-exempt Target employees in California who participated in a "Bring Your Own Device" program. No. CV-16-2587-JGB-MRW, 2021 WL 4860690 at *5. The Court found the commonality requirement satisfied because common answers existed as to whether "class members incurred expenditures by using their own devices at work and whether Target created an environment where it was reasonable for employees to incur expenses by using their personal cell phones at work." Id. at *9. For purposes of predominance, the Court held that there were "too many individualized questions as to the reasonableness of employee cell phone use" because the reasonableness of an individual employee's cell phone use would "differ from store to store, person to person, and even shift to shift." Id. at *10-*11. Thus, the proposed class contained "an unknown number of uninjured class members." Id. at *10.

The instant case, Target argues, would present even more "individualized inquiries" than Bowen because Target did not expect cashiers to use cell phones. (Opp. at 23 (citing SE ¶ 118). As in Bowen, Target maintains a "Bring Your Own Device" policy ("Policy") stating that an employee's decision to use a personal device "is entirely their choice." (Id. at 22 (citing SE ¶¶ 123-24.) Thus, the Court will have to determine why each cashier elected to use a personal cellphone. (Id. at 23.) Plaintiffs attempt to distinguish Bowen because the proposed class in Bowen encompassed "a broader range of employees and uses." (Reply at 13.) Here, Plaintiffs counter that the proposed Cell Phone Reimbursement Class is "narrowly tailored to cashiers" who used their personal devices to conduct price checks. (Id. at 14.) Plaintiffs also urge the Court to look beyond Target's written policy making the use of personal devices optional where Target "effectively" required cashiers to use their personal devices. (Id.)

The Court agrees with Target. Even if the proposed Cell Phone Reimbursement Class is narrower, individualized inquiries would still be necessary to determine "the reasonableness of employee cell phone us." Bowen, 2021 WL 4860690 at * 11. Here, individualized inquiries would be necessary because Target provides devices for employees to conduct price checks, allows cashiers to activate a flashing light to request a "leader" to come and perform the price

check, and has a Policy that personal device use is not expected. (SE ¶¶ 116, 120, 123-124.) As further proof that individual inquires would predominate, Plaintiffs' proposed class representatives and declarants provided differing explanations as to why they elected to use their cell phones during their depositions. (See Opp. at 24 (citing SE ¶¶ 112-114.) Thus, individualized inquires would predominate in determining the reasonableness of cell phone usage and whether Target failed to pay employees for their cell-phone usage. See Hernandez v. Wal-Mart Assocs., Inc., No. 5:21-CV-00166-FLA (SHKX), 2024 WL 4131833, at *3 (C.D. Cal. Mar. 28, 2024) (collecting cases of courts in C.D. Cal. denying class certification on similar claims). Accordingly, the Court declines to find commonality or predominance for the proposed Cell Phone Reimbursement Class.

f. Closed-Location Clock-In Class

The proposed Closed-Location Clock-In Class seeks to include all non-exempt Target employees in California who worked a shift when their store was closed to the public. (Mot at i.) Target employees would have to wait for a manager to unlock the door to enter the store and verify their ID before they could clock in to their shift and they were not paid for that waiting time. (Mot. 8-11.) The predominant questions Plaintiffs allege are: "(1) whether the unavoidable time the Closed-Location Clock-In Class members invariably spent waiting to be admitted into the building at the start of their shifts during hours when their Target's locations were closed to the public due to Target's uniform mandatory security procedures is compensable under California law; and (2) whether Target's failure to compensate them for this pre-clock-in waiting time is a violation of California law." (Id. at 30.)

Target argues that Plaintiffs "do not present common proof that Target suffered or permitted [employees] to work during their alleged wait time." (Opp. at 26.) Target also argues that its policy requiring photo ID to enter was discretionary as evidenced by the plain language of the policy, and therefore not uniform across stores. (Id.)

Based on the facts presented by Plaintiffs, the Court agrees with Target. First, although Plaintiffs allege that Alba and declarants waited to be let in by a store manager, they do not allege that their wait time coincided with their scheduled start time (or the five minutes before the scheduled start time when they could clock in early). (See Mot. at 8-11; Setareh Decl ¶ 54.) To the extent that Alba's wait time may have coincided with her scheduled start time, she testified at her deposition that she had submitted punch corrections for all the time she waited and was not owed any money. (Wohl Decl., Ex. 2, 171:6-13.) Second, Plaintiff's sole argument that Target's ID policy was not discretionary rests on Alba's declaration. (Reply at 11.) One declaration about one employee's experience at one store does not prove a uniform policy. This lack of uniformity is borne out by the fact that only some of Plaintiffs' declarants testify that they had to show ID before they were allowed in their store. (Setareh Decl. ¶ 54.) By the ID policy's plain language, any given store "may" require employees to show ID before entering the store. (Reply at 11.) Because some stores "may" have applied Target's discretionary ID policy, Plaintiffs cannot prove that "the class members 'have suffered the same injury.'" Wal-Mart Stores, Inc., 564 U.S.

at 350 (citing Falcon, 457 U.S. at 157). Accordingly, the Court declines to find commonality or predominance for the proposed Closed-Location Clock-In Class.

g. Open-Location Clock-In Class

The proposed Open-Location Clock-In Class seeks to include all non-exempt Target employees in California who worked a shift when their store was open to the public. (Mot at i.) The predominant questions that Plaintiffs allege are: "(1) whether the unavoidable time the Open-Location Clock-In Class members spent in line waiting to clock-in at the employee terminal at the start of their shifts during business hours due to being scheduled to start at the same time as other employees is compensable under California law; and (2) whether Target's failure to compensate them for this pre-clock-in time is a violation of California law." (Id. at 32.)

Confusingly, Plaintiffs explain that Alba and her coworkers, after waiting to be allowed to enter a *closed* store, would all arrive to the timeclock at the same time and would have to spend unpaid time waiting to clock in. (Mot. at 11.) This proposed class seems an extension of the Closed-Location Clock-In Class, particularly given that none of the facts describe waiting to clock in when an employee's store was open. (See Mot. at 11.) Supporting the Court's treatment of this proposed class as an extension of the Closed-Location Clock-In Class is the fact that Plaintiffs' predominant questions for the proposed Closed-Location Clock-In Class and Open-Location Clock-In Class are nearly identical and Defendant argues together that both proposed classes should not be certified. (Id. at 30, 32; Opp. at 26-29.) Plaintiffs provide no argument in their Reply that the proposed Open-Location Clock-In Class should be certified. (See Reply.) Because the Court declined to find commonality or predominance for the proposed Closed-Location Clock-In Class, it likewise declines to find commonality or predominance for the Open-Location Clock-In Class.

h. Holiday Meal Period Premium Class

The proposed Holiday Meal Period Premium Class seeks to include all non-exempt Target employees in California who worked a shift over five hours and whose supervisors instructed them to clock out and continue working through their meal periods. (Mot at i.) The predominant question Plaintiffs allege is: "(1) whether Target's practice during the busy holiday season of having managers direct the Holiday Meal Period Premium Class members to punch in and out to show meal periods taken at the normally scheduled time while having them continue to work through that recorded meal period, then having them actually take their lunch at a later time when the store was less busy, and ultimately failing to pay meal period premiums for such shifts where meals were actually taken later than the end of the fifth hour of work gives rise to meal period violations under California law." (Id. at 32.)

Target argues that the fact that Plaintiffs allege that employees clocked out, yet continued working, makes it impossible to prove on a class-wide basis who belongs to the class. (Opp. at 29.) Therefore, individualized inquires would be necessary to determine which employees

falsified their timecards and whether Target was aware of that falsification. (Id.) Finally, Target argues that its rest and meal break policies are lawful. (Id. at 29-30.)

Plaintiff provides no counterargument. (See Reply.) Plaintiffs' facts rest solely on declarations. (Mot. at 12.) Plaintiffs' attempt to cite to data is fragmentary, unclear, and, to the extent it attempts to rely on the payment of premiums for noncompliant meal periods, contradictory. (Id.) Target would not have paid noncompliant meal periods for the proposed Class as Plaintiffs allege that Defendant required Plaintiffs and Plaintiffs' declarants to clock out for their meal periods and keep working. (Id.) Because Plaintiffs provide no common question of law or fact to determine this issue, the Court declines to find commonality or predominance.

3. Typicality

"The purpose of the typicality requirement is to assure that the interest of the named representative aligns with the interests of the class." Hanon v. Dataproducts Corp., 976 F.2d 497, 508 (9th Cir. 1992). "The test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct." Wolin v. Jaguar Land Rover No. Am., 617 F.3d 1168, 1175 (9th Cir. 2010) (citation and quotations omitted). Because the Court has already determined that all of the classes failed the numerosity and/or commonality requirements and Defendant only opposes typicality as to two proposed classes, the Court only discusses those two proposed classes which Defendant challenges as to typicality.

a. Missing Punch Best Practice Class

Target challenges typicality as to the proposed Missing Punch Best Practice Class. (Opp. at 20, n.9.) Target argues that "none of plaintiffs' corrected meal period records was inputted by a manager" and Alba's experiences are "atypical of the class" because one punch correction resulted in a meal period of 49 minutes. (Id. (citing Supplemental Toney Decl. ¶ 4).) The Court agrees with Plaintiffs that whether a punch correction was entered by a manager or a non-exempt human resources team member is immaterial. (Reply at 10.) Furthermore, while the Court found above that Alba's punch correction of 49 minutes undercut Plaintiffs' argument, that does not mean that this fact is sufficient to undermine typicality. Because Alba and Montgomery both had time punch modifications by managers or non-exempt human resources team members, the Court finds the typicality requirements satisfied.

b. Closed-Location Clock In Class

Target argues that Montgomery cannot serve as a class representative for the proposed Closed-Location Clock In Class because she does not claim to have experienced waiting time. (Opp. at 26 n.14.) Plaintiff does not challenge this argument. (See Reply.) The Court agrees with Defendant. Furthermore, the Court found above that Alba's deposition contradicted her declaration and that Alba does not claim that Target owes her any money for waiting to enter a

closed Target store. Therefore, Alba has no claim under this proposed class. Accordingly, the Court finds that the typicality requirements are not satisfied for the proposed Closed-Location Clock In Class. Because the Court determined above that the proposed Open-Location Clock In Class is merely an extension of the proposed Closed-Location Clock In Class, the Court likewise finds that the typicality requirements for the proposed Open-Location Clock In Class are not met.

4. Adequacy

In determining whether a proposed class representative will adequately protect the interests of the class, courts must resolve two questions: (1) whether the proposed class representative or her counsel have any conflicts of interest with any class member and (2) whether the proposed class representative and her counsel will prosecute the action vigorously on behalf of the class. Johnson v. General Mills, Inc., 275 F.R.D. 282, 288 (C.D. Cal. 2011). Plaintiffs submitted declarations indicating that they will carry out their duties and responsibilities to the proposed classes as necessary. (Montgomery Decl. ¶¶ 3-4; Alba Decl. ¶¶ 3-4.) Plaintiffs' counsel submitted a declaration listing his and his firm's qualifications and experience with class action litigation and indicating he and his firm will zealously represent the Class. (See Setareh Decl.) Defendant does not contest the adequacy of Plaintiffs or their counsel. Accordingly, the Court finds that Plaintiffs as proposed class representatives and proposed class counsel meet the adequacy requirements of Rule 23(a).

In summary, the Court does not find that any of the eight proposed classes meet all the necessary requirements for proposed class certifications. Accordingly, the Court **DENIES** the Motion.

V. CONCLUSION

For the foregoing reasons, Plaintiff's Motion is **DENIED**. The February 23, 2026 hearing is **VACATED**. The Court additionally **ORDERS** the parties to meet and confer regarding civil trial deadlines and to propose new dates and deadlines by **March 23, 2026**.

IT IS SO ORDERED.

General Information

Case Name	Sherry Montgomery v. Target Corporation et al
Court	U.S. District Court for the Central District of California
Date Filed	Thu Jun 06 00:00:00 EDT 2019
Judge(s)	Jesus Gilberto Bernal
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Docket Number	2:19-cv-04924
Status	Open
Parties	Yesenia Alba; Does; Target Corporation; Sherry Montgomery

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