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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

ANGEL VALENZUELA, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other aggrieved
employees,

Plaintiff,

vs.

TARGET CORPORATION, a Minnesota
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 25-CIV-06540

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(A); and
- (2) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(B).

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 8/29/2025
By /s/ Kimberly Claussen
Deputy Clerk

1 Plaintiff Angel Valenzuela, as an aggrieved employee and on behalf of the State of
2 California and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 on behalf of the Plaintiff, the State of California, and other current and former employees who
7 worked for Defendants in California as a non-exempt employee at a California retail store
8 location and who suffered violations of Industrial Welfare Commission (“IWC”) Wage Order
9 No. 7-2001 subdivision 14(A) and/or (B) as set forth in this complaint at any time between one
10 year prior to the filing of the pre-filing written notice to the Labor and Workforce Development
11 Agency (“LWDA”) in this case on June 24, 2025, until judgment (“non-party Aggrieved
12 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

13 2. This Court has jurisdiction over this action pursuant to the California
14 Constitution, Article VI, section 10. The overall amount in controversy exceeds \$35,000. The
15 statute under which this action is brought does not specify any other basis for jurisdiction.

16 3. This Court has jurisdiction over all Defendants because, on information and
17 belief, Defendants are either citizens of California, have sufficient minimum contacts in
18 California, and otherwise intentionally avail themselves of the California market so as to render
19 the exercise of jurisdiction over them by the California courts consistent with traditional notions
20 of fair play and substantial justice. Also, Plaintiff and all other non-party Aggrieved Employees
21 were employed by Defendants in California.

22 4. There is no basis for federal diversity jurisdiction in this action given that the
23 State of California, as the real party in interest in this action, is not a “citizen” for purposes of
24 satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir.
25 Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in
26 controversy requirement for federal diversity jurisdiction in this action, and that diversity
27 jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to
28 violations personally suffered are less than \$75,000. *Id.* at 1122.

5. Venue is proper in this Court because Defendants employ or employed persons within the County of San Mateo, and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least six (6) locations within the County of San Mateo, including Defendants' stores located in Colma (5001 Junipero Serra Boulevard, Colma, California 94014); Redwood City (2485 El Camino Real, Redwood City, California 94063); San Bruno (1150 El Camino Real, San Bruno, California 94066); San Mateo (2220 Bridgepointe Parkway, San Mateo, California 94404); and Daly City (133 Serramonte Center, Daly City, California 94015; 100 Westlake Center, Daly City, California 94015). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Mateo County, and Plaintiff could bring an action filed under PAGA in any county in which an aggrieved employee worked and Labor Code violations occurred, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

6. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004,” authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code. Labor Code section 1198 makes a violation of a Wage Order such as subdivision 14(A) or 14(B) a violation of the Labor Code.

THE PARTIES

7. Plaintiff Angel Valenzuela worked for Defendants as a non-exempt employee from approximately April 2024 to January 2025. Plaintiff worked for Defendants at their Target store in Vallejo (located at 904 Admiral Callaghan Lane, Vallejo, California 94591). During his employment, Plaintiff worked as a Cashier. Plaintiff typically worked eight (8) hours or more per day and four (4) days or more per week, on a varied schedule. Plaintiff's job duties included, without limitation, operating the cash register and handling customer transactions.

1 8. Defendant TARGET CORPORATION was and is, upon information and belief,
2 a Minnesota corporation doing business in California, and at all times hereinafter mentioned,
3 an employer whose employees are engaged throughout this county, the State of California, or
4 the various states of the United States of America.

5 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
6 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
7 complaint and serve such fictitiously named Defendants once their names and capacities
8 become known.

9 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
10 are the partners, agents, owners, shareholders, managers, or employees of TARGET
11 CORPORATION, at all relevant times.

12 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
13 acts and omissions alleged herein was performed by, or is attributable to, TARGET
14 CORPORATION and/or DOES 1 through 10 (collectively, "Defendants" or "TARGET"), each
15 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
16 each of the other co-Defendants and was acting within the course and scope of such agency,
17 employment, joint venture, or concerted activity with legal authority to act on the others' behalf.
18 The acts of any and all Defendants were in accordance with, and represent, the official policy
19 of Defendants.

20 12. At all relevant times, Defendants, and each of them, ratified each and every act
21 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
22 and abetted the acts and omissions of each and all the other Defendants in proximately causing
23 the damages herein alleged.

24 13. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 **PAGA REPRESENTATIVE ALLEGATIONS**

28 14. Defendants own and operate a chain of discount department stores throughout

1 the United States. Defendants operate approximately 1,981 retail locations in the United States,
2 including approximately 319 locations in California.

3 15. Upon information and belief, Defendants maintain a single, centralized Human
4 Resources (HR) department at their corporate headquarters in Minneapolis, Minnesota, for all
5 non-exempt employees working for Defendants in California, which is responsible for the
6 recruiting and hiring of new employees, and communicating and implementing Defendants'
7 company-wide policies to employees throughout California.

8 16. In particular, on information and belief, Plaintiff and other non-party Aggrieved
9 Employees received the same standardized documents and/or written policies. Upon
10 information and belief, Defendants maintained uniform practices with respect to their provision
11 of seats (or lack thereof) in their retail stores for all non-exempt employees in California,
12 including Plaintiff and other non-party Aggrieved Employees, regardless of their location or
13 position.

14 17. During the relevant time period, Plaintiff and other non-party Aggrieved
15 Employees have spent or spend a substantial portion of their day behind Defendants' cashwraps.
16 The nature of the work of an employee performing cashier duties can reasonably be
17 accomplished from a seated position. However, as set forth herein, Defendants systematically,
18 and on a company-wide basis, designed cashwraps that require standing and do not provide
19 suitable seats at cashwraps, forcing Plaintiff and other non-party Aggrieved Employees to stand
20 throughout their work shifts.

21 18. Plaintiff alleges that Defendants' California retail stores are generally similar in
22 their layout and design and that the cashwraps could allow for the presence and use of a seat or
23 stool by Defendants' employees during the performance of their work duties at these cashwraps.
24 However, on information and belief, Defendants have designed their cashwraps to require
25 Plaintiff and other non-party Aggrieved Employees to stand while performing their cashwrap
26 work duties. Defendants could have designed their cashwraps in a manner that would allow
27 Plaintiff and other non-party Aggrieved Employees to perform cashwrap duties while seated
28 and could have provided Plaintiff and other non-party Aggrieved Employees with suitable seats

1 at the cashwraps. Instead, on information and belief, Defendants have denied and continue to
2 deny them seats altogether or deny them suitable seats. As a result, Plaintiff and other non-
3 party Aggrieved Employees are and have been forced to stand throughout the day. In addition,
4 Defendants have failed to expressly advise Plaintiff and other non-party Aggrieved Employees
5 that they could utilize seats while performing their duties.

6 19. Additionally, Defendants have not placed an adequate number of suitable seats
7 within reasonable proximity to the work areas of employees who perform duties whose nature
8 requires standing and therefore has not permitted employees to use those seats when not actively
9 engaged in performing their standing duties (i.e., during “lulls in operation”), even though
10 sitting would not interfere with the performance of their job duties.

11 20. Defendants continue to employ non-exempt employees at retail store locations
12 throughout California.

13 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 suitable seating when the nature of their work reasonably permits the use of seats and/or were
16 entitled to sit when it did not interfere with the performance of their cashier duties. In violation
17 of the California Labor Code and applicable IWC Wage Order, Defendants failed to provide
18 Plaintiff and other non-party Aggrieved Employees suitable seating.

19 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 have seats in reasonable proximity to their work area(s) and be permitted to use such seats when
22 it did not interfere with the performance of their duties whose nature require standing during
23 lulls in performing those tasks. In violation of the California Labor Code and applicable IWC
24 Wage Order, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees
25 suitable seating within reasonable proximity of their work areas and failed to permit them to
26 use such seats when not actively engaged in their standing duties.

27 23. At all times herein set forth, PAGA provides that any provision of law under the
28 California Labor Code and applicable IWC Wage Order that provides for a civil penalty to be

1 assessed and collected by the LWDA for violations of the California Labor Code and applicable
2 IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action
3 brought on behalf of themselves and other current or former employees pursuant to procedures
4 outlined in California Labor Code section 2699.3.

5 24. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
6 “any person who was employed by the alleged violator and personally suffered each of the
7 violations alleged.”

8 25. Plaintiff and other current and former California employees of Defendants are
9 “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all
10 Defendants’ current or former California employees and each of the alleged violations of IWC
11 Wage Order No. 7-2001, subdivisions 14(A) and 14(B), were committed against them.

12 26. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
13 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
14 requirements have been met:

- 15 (a) The aggrieved employee or representative shall give written notice by
16 online filing with the LWDA and by certified mail to the employer of the
17 specific provisions of the California Labor Code alleged to have been
18 violated, including the facts and theories to support the alleged violation.
- 19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(a) and any employer response to that notice shall be accompanied
21 by a filing fee of seventy-five dollars (\$75).
- 22 (c) The LWDA shall notify the employer and the aggrieved employee or
23 representative by certified mail that it does not intend to investigate the
24 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
25 postmark date of the aggrieved employee’s notice. Upon receipt of the
26 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
27 calendar days of the postmark date of the aggrieved employee’s notice,
28 the aggrieved employee may commence a civil action pursuant to

1 California Labor Code section 2699 to recover civil penalties.

2 27. On June 24, 2025, Plaintiff provided written notice by online filing to the LWDA
3 and by Certified Mail to Defendants of the specific provisions of the California Labor Code
4 alleged to have been violated, including facts and theories to support the alleged violations, in
5 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
6 accompanied with the applicable filing fees of seventy-five dollars (\$75). That same day, the
7 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
8 Plaintiff PAGA Case Number LWDA-CM-1107455-25. A true and correct copy of Plaintiff's
9 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

10 28. As of the filing date of this complaint, over 65 days have passed since Plaintiff
11 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
12 to investigate Plaintiff's claims and Defendants have not cured the violations.

13 29. Thus, Plaintiff has satisfied the administrative prerequisites under California
14 Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of
15 California Labor Code section 1198.

16 30. Defendants, at all times relevant to this complaint, were employers or persons
17 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
18 Employees' rights by violating sections of the California Labor Code as set forth above.

19 31. As set forth below, Defendants have violated provisions of both the Labor Code
20 sections regulating conditions of labor as well as the applicable IWC Wage Order, specifically,
21 Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A)-
22 (B).

23 32. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
24 2699(a), 2699(k), 2699.3(a), and 2699.5, Plaintiff, acting in the public interest as a private
25 attorney general, seeks assessment and collection of civil penalties and injunctive relief for
26 himself, all other non-party Aggrieved Employees, and the State of California against
27 Defendants for violations of California Labor Code section 1198.

28 //

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11070(14)(A)
(By Plaintiff on Behalf of the State of California and Aggrieved Employees Against all
Defendants)

33. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

34. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants' conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to provide suitable seating to Plaintiff and other non-party Aggrieved Employees as set forth below.

35. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful."

36. California Code of Regulations, Title 8, section 11070(14)(A) provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats."

37. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A), because Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. As employees assigned cashier duties, Plaintiff's and other non-party Aggrieved Employees' tasks, including operating the cash register, scanning items, and bagging items,

1 could be performed from a seated position. Plaintiff and other non-party Aggrieved Employees
2 could have handled customer transactions and performed other similar tasks at cashwraps at any
3 of Defendants' stores while seated, without affecting the quality and effectiveness of the
4 performance of their job duties.

5 38. Defendants could have designed their cashwraps in a manner that allowed
6 Plaintiff and other non-party Aggrieved Employees to sit while performing cashwrap duties and
7 could have placed suitable seats or stools at or near each cashwrap for use by Plaintiff and other
8 non-party Aggrieved Employees. Instead, on information and belief, Defendants designed the
9 cashwraps to require Plaintiff and other non-party Aggrieved Employees to stand at the work
10 area(s) and did not provide suitable seats or stools they could use while working at the cashwrap.
11 In addition, upon information and belief, Defendants prohibited employees from sitting while
12 working. Defendants' management did not inform Plaintiff and other non-party Aggrieved
13 Employees that they were allowed to sit down, provide any means for them to sit down, or
14 mention any policy regarding sitting.

15 39. For example, during his employment, when Plaintiff performed cashiering duties
16 at the cashwrap, he was required to stand the entire time because Defendants, on information
17 and belief, designed their cashwraps for standing and did not provide suitable seating for
18 employees' use while working at cashwraps. Other non-party Aggrieved Employees similarly
19 were not permitted to sit while performing cash register duties because Defendants designed
20 their cashwraps for standing and did not provide seats or stools at the cashwraps.

21 40. As a result of Defendants' company-wide policy and/or practice prohibiting
22 employees from sitting during their shifts and failure to provide suitable seating to these
23 employees, as well as designing their cashwraps to require standing, Plaintiff and other non-
24 party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants'
25 failure to provide suitable seating to Plaintiff and other non-party Aggrieved Employees
26 violated and continues to violate California Labor Code section 1198 and IWC Wage Order No.
27 7-2001, subdivision 14(A).

28 41. Plaintiff and other non-party Aggrieved Employees and the State of California

1 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
2 (k).

3 **SECOND CAUSE OF ACTION**
4 **FAILURE TO PROVIDE SUITABLE SEATING**
5 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
6 **REGULATIONS, TITLE 8, SECTION 11070(14)(B)**
7 **(By Plaintiff on Behalf of the State of California and Aggrieved Employees Against all**
8 **Defendants)**

9 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 43. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
12 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
13 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants'
14 conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to
15 provide suitable seating to Plaintiff and other non-party Aggrieved Employees as set forth
16 below.

17 44. At all relevant times herein, California Labor Code section 1198 makes it illegal
18 to employ an employee under conditions of labor that are prohibited by the applicable wage
19 order. California Labor Code section 1198 requires that “. . . the standard conditions of labor
20 fixed by the commission shall be the . . . standard conditions of labor for employees. The
21 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

22 45. California Code of Regulations, Title 8, section 11070(14)(B) provides that
23 “[w]hen employees are not engaged in the active duties of their employment and the nature of
24 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
25 proximity to the work area and employees shall be permitted to use such seats when it does not
26 interfere with the performance of their duties.”

27 46. During the relevant time period, Defendants violated California Labor Code
28 section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because

1 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls in
2 their work duties, nor were they provided with suitable seats in reasonable proximity to their
3 work areas.

4 47. Defendants did not place an adequate number of suitable seats or stools within
5 reasonable proximity to the work areas of employees who perform duties whose nature requires
6 standing, and therefore have not permitted employees to use those seats when not actively
7 engaged in performing their standing duties (i.e., during “lulls in operation”), even though
8 sitting would not interfere with the performance of their job duties. Defendants could have
9 provided Plaintiff and other non-party Aggrieved Employees with a suitable seat or stool within
10 reasonable proximity of their work areas but instead deny employees seats and force them to
11 stand throughout the day. Moreover, Defendants did not inform Plaintiff and other non-party
12 Aggrieved Employees of their right to a seat or stool under California law.

13 48. For example, during his employment, Plaintiff experienced lulls in his work at
14 various times during a typical shift, especially when the store was not busy, such as between
15 2:00 p.m. and 6:00 p.m. During these lulls, when Plaintiff was not actively performing tasks
16 (which, on information and belief, Defendants would claim that the nature of the work requires
17 standing), Plaintiff could have taken a moment to sit and rest his legs, back, and feet if seating
18 was provided. Other non-party Aggrieved Employees similarly were not permitted to sit during
19 these lulls in operation and were forced to stand throughout the day.

20 49. As a result of Defendants’ company-wide failure to provide seats in reasonable
21 proximity to employees’ work areas and failure to permit them to use those seats when not
22 actively engaged in what Defendants claim are standing duties, Plaintiff and other non-party
23 Aggrieved Employees were forced to stand during shifts and denied seats. Defendants’ failure
24 to provide suitable seating to Plaintiff and other non-party Aggrieved Employees violated and
25 continues to violate California Labor Code section 1198 and IWC Wage Order No. 7-2001,
26 subdivision 14(B).

27 50. Plaintiff and other non-party Aggrieved Employees and the State of California
28 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and

1 (k).

2 **PRAYER FOR RELIEF**

3 Plaintiff, on behalf of the State of California and all other non-party Aggrieved
4 Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

5 1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five
6 thousand dollars (\$35,000) to the State of California and aggrieved employees.

7 **As to the First Cause of Action**

8 2. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A) as to Plaintiff
10 and other non-party Aggrieved Employees (by failing to provide suitable seating);

11 3. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
12 (k) for violations of California Labor Code section 1198;

13 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
14 2699(k) to bring Defendants into compliance with California's seating requirements;

15 5. For attorneys' fees and costs pursuant to California Labor Code section
16 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
17 Labor Code section 1198;

18 6. For pre-judgment and post-judgment interest as provided by law; and

19 7. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Second Cause of Action**

22 8. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B) as to Plaintiff
24 and other non-party Aggrieved Employees (by failing to provide suitable seating);

25 9. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
26 (k) for violations of California Labor Code section 1198;

27 10. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
28 2699(k) to bring Defendants into compliance with California's seating requirements;

1 11. For attorneys' fees and costs pursuant to California Labor Code section
2 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
3 Labor Code section 1198;

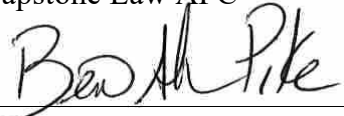
4 12. For pre-judgment and post-judgment interest as provided by law; and

5 13. For such other and further relief as the Court may deem equitable and
6 appropriate.

7
8 Dated: August 29, 2025

Respectfully submitted,

Capstone Law APC

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11 By: 

Melissa Grant
Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso
Jeffrey Jimenez

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15 Attorneys for Plaintiff Angel Valenzuela
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EXHIBIT “1”



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310.556.4811 Main | 310.943.0396 Fax

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

June 24, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Angel Valenzuela v. Target Corporation*

Dear PAGA Administrator:

This office represents Angel Valenzuela in connection with his claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Mr. Valenzuela was an employee of TARGET CORPORATION ("TARGET").

The employer may be contacted directly at the address below:

TARGET CORPORATION
1000 NICOLLET MALL
MINNEAPOLIS, MN 55403

Mr. Valenzuela intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Valenzuela seeks relief on behalf of himself, the State of California, and other persons who are or were employed by TARGET as a non-exempt employee in a California retail store location ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

TARGET employed Mr. Valenzuela as a non-exempt employee from approximately April 2024 to January 2025. Mr. Valenzuela worked for TARGET as a Cashier at its store in Vallejo (located at 904 Admiral Callaghan Lane, Vallejo, California 94591). Mr. Valenzuela typically worked eight (8) hours or more per day and four (4) days or more per week, on a varied schedule. Mr. Valenzuela's job duties included, without limitation, operating the cash register, handling customer transactions, and providing customer service.

TARGET committed each of the following Labor Code violations against Mr. Valenzuela, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1).¹ Mr. Valenzuela’s relevant claims are as follows:

TARGET’s Company-Wide and Uniform HR Practices

TARGET CORPORATION is incorporated in Minnesota and operates a chain of discount department stores throughout the United States. TARGET operates approximately 1,981 retail locations in the United States, including approximately 319 locations in California.

Upon information and belief, TARGET maintains a centralized Human Resources (HR) department at its corporate headquarters in Minneapolis, Minnesota, for all non-exempt employees working for TARGET at retail stores in California, including Mr. Valenzuela and other aggrieved employees. TARGET maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Mr. Valenzuela and other aggrieved employees, regardless of their location or position.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission (“IWC”) Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

¹ These facts, theories, and claims are based on Mr. Valenzuela’s experience and counsel’s review of those records currently available relating to Mr. Valenzuela’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Valenzuela reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

TARGET's California retail stores are generally similar in their layout and design and there was, and continues to be, space at cashwraps that could allow for the presence and use of a seat or stool by Mr. Valenzuela and other aggrieved employees during the performance of their work duties at the cashwraps. However, TARGET has designed its cashwraps to require Mr. Valenzuela and other aggrieved employees to stand while performing their cashwrap duties. TARGET could have designed its cashwraps in a manner that allowed Mr. Valenzuela and other aggrieved employees to sit while performing cashwrap duties and could have placed suitable seats or stools at or near each cashwrap for use by Mr. Valenzuela and other aggrieved employees. Instead, TARGET designed its cashwraps to require Mr. Valenzuela and other aggrieved employees to stand at the work area(s) and did not provide suitable seats or stools they could use while working at the cashwrap. In addition, TARGET prohibited Mr. Valenzuela and other aggrieved employees from sitting while working, and TARGET's management failed to expressly advise Mr. Valenzuela and other aggrieved employees that they could utilize seats while performing their duties.

During his employment, Mr. Valenzuela performed cashiering duties at the cashwrap and spent a significant portion of his day behind the cashwrap. Other aggrieved employees similarly spent a portion of their day at cashwraps performing cash register duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Mr. Valenzuela and other aggrieved employees could have handled cash register transactions and performed other similar tasks at cashwraps at any of TARGET's retail stores while seated without affecting the quality and effectiveness of the performance of their job duties. However, as set forth herein, TARGET systematically, and on a company-wide basis, designed cashwraps to require employees to stand while performing their cashier duties and did not provide suitable seats at cashwraps, forcing Mr. Valenzuela and other aggrieved employees to stand throughout their work shifts.

TARGET violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Mr. Valenzuela and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. TARGET's management did not inform Mr. Valenzuela and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting. TARGET's failure to provide suitable seating to Mr. Valenzuela and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Mr. Valenzuela and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring TARGET into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the

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

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat placed within reasonable proximity to their work area(s) under subdivision 14(B) during “lulls in operation.” *Id.*

TARGET has not placed an adequate number of suitable seats within reasonable proximity to the work areas of employees who perform duties whose nature require standing, and therefore has not permitted employees to use those seats when not actively engaged in performing their standing duties (i.e., during “lulls in operation”), even though sitting would not interfere with the performance of their job duties.

During his employment, Mr. Valenzuela experienced lulls in his work at various times during a typical shift, especially when the store was not busy, such as between 2 p.m. and 6 p.m. During these lulls, when Mr. Valenzuela was not actively performing tasks (which, on information and belief, TARGET would claim that the nature of the work requires standing), Mr. Valenzuela could have taken a moment to sit and rest his legs, back, and feet if seating was provided. TARGET could provide Mr. Valenzuela and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seats and forces Mr. Valenzuela and other aggrieved employees to stand throughout the day. Moreover, TARGET did not inform Mr. Valenzuela and other aggrieved employees of their rights to a seat or stool under California law. TARGET’s failure to provide suitable seating to Mr. Valenzuela and other aggrieved employees within reasonable proximity of their work areas and failure to permit them to use those seats when not actively engaged in what TARGET claims are standing duties violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Mr. Valenzuela and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring TARGET into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Mr. Valenzuela, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against TARGET for violations of California Labor Code section 1198 and the applicable IWC Wage Order.

Therefore, on behalf of all aggrieved employees, Mr. Valenzuela seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

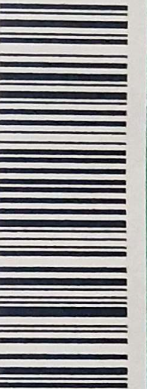
A handwritten signature in black ink, reading "Sairah Budhwani" in a cursive script.

Sairah Budhwani

Copy: TARGET CORPORATION (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

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