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SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO

NICHOLAS TAMAGNI, an individual,

Plaintiff,

v.

TARGET CORPORATION, a Minnesota
Corporation; NICKOLAUS LIM, an individual;
and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: CV2024-2604

COMPLAINT

*DEMAND FOR JURY TRIAL
DEMAND FOR PUNITIVE DAMAGES
DAMAGES EXCEED \$25,000*

Plaintiff Nicholas Tamagni, by and through his attorneys, alleges as follows:

PARTIES

1. Plaintiff Nicholas Tamagni ("Plaintiff") is, and at all relevant times was, an individual residing in the State of California.

2. Defendant Target Corporation, ("Target") is a Minnesota corporation with a principal address of 1000 Nicollet Mall, Minneapolis, MN 55403.

3. Defendant Nickolaus Lim ("Lim") is, and at all relevant times was, an individual residing in the state of California.

4. The true names, capacities, and liabilities of Does 1 through 25, whether individual, corporate, associate, or otherwise are unknown to Plaintiff and therefore Plaintiff sues said Doe Defendants using fictitious names pursuant to Section 474 of the California Code of Civil

1 Procedure. Plaintiff is informed and believes and therefore alleges that each of the Doe Defendants
2 are legally responsible in some manner for the events and happenings referred to herein. Plaintiff
3 will amend his Complaint to allege such true names and capacities when they have been
4 determined.

5 5. Plaintiff further is informed and believes and therefore alleges that all known and
6 unknown defendants acted on behalf of, and for the benefit of, at the direction of, and in conspiracy
7 with, each and every defendant, known or unknown, and their agents and/or employees, and each
8 of them, to do the acts complained of herein.

9 6. The term “Defendants” shall include Target, Lim and Does 1-25.

10 **JURISDICTION AND VENUE**

11 7. The Court has jurisdiction over this action pursuant to the California Constitution
12 Article VI, Section 10, and because Plaintiff’s damages exceed the jurisdictional minimum.

13 8. Venue is proper in Yolo County Superior Court pursuant to California Government
14 Code § 12965 and because Plaintiff’s employment and the events giving rise to the Complaint
15 occurred in Yolo County.

16 9. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et*
17 *seq.* to pursue the claims set forth in this Complaint against Target as a Private Attorney General
18 on behalf of himself and other similarly situated employees¹. Pursuant to California Labor Code
19 section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce
20 Development Agency (“LWDA”) and the Division of Occupational Safety and Health on
21 approximately June 26, 2024. Plaintiff provided facts and legal bases for his claims within the
22 notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of
23 action. Plaintiff also submitted the \$75.00 filing fee. The June 26, 2024, notice was also sent via
24 certified mail to Target on the same day. To date, the LWDA has not provided any response to
25 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative
26 remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on

27
28 ¹ Plaintiff has also asserted violations of Division 5 and will seek to amend the Complaint to seek civil penalties for those violations after the requisite time has passed.

1 behalf of himself and all similarly situated employees, *i.e.*, Aggrieved Employees. (*See* Cal. Lab.
2 Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.* (2005) 134 Cal. App. 4th 365,
3 383 fn. 18, 385 fn. 19.) Aggrieved Employees includes all employees who have, or continue to,
4 work for Target in California distribution centers at any time from June 26, 2023, to the present.

5 10. Plaintiff has exhausted his administrative remedies under the California Fair
6 Employment and Housing Act (“FEHA”) by obtaining a Right to Sue letter on October 4, 2024,
7 from the California Civil Rights Department.

8 **STATEMENT OF FACTS**

9 11. Plaintiff was hired by Target on March 26, 2024, as a Seasonal Warehouse
10 Associate and earned a base hourly rate of \$21.60 per hour.

11 12. Based on information and belief, Target hires successive rounds of “seasonal”
12 warehouse workers not for any season in particular, but because they know that their bodies will
13 breakdown within a short time frame because of their duties, which as explained in this Complaint
14 are unsafe and unhealthful. Based on further information and belief, Target also does this as part
15 of an intentional scheme designed to save money by not offering benefits.

16 13. In the beginning of his employment, Plaintiff routinely worked twelve (12) hours a
17 day, single-handedly lifting thousands of boxes that weigh upwards of sixty-five (65) pounds each
18 and was forced to work at a breakneck speed to keep up with the endless barrage of boxes that are
19 distributed throughout the facility on conveyor belts.²

20 14. Plaintiff was responsible for four (4) to six (6) separate conveyor belts at any one
21 time. Because these conveyor belts are constantly carrying boxes, and because failure to quickly
22 unload these boxes can cause backups and delays for the entire facility, Plaintiff was forced to
23 constantly move from conveyor belt to conveyor belt. As a result, Plaintiff routinely logged more
24 than 15 miles of walking during his shifts. As a further result, Plaintiff was not always able to take
25

26
27 ² The frequency and duration of the lifting activity, which includes a per minute and per shift total, exceeds what is
28 safe and healthful for employees and results in an unnecessary and inordinate number of otherwise preventable
workplace injuries, many of which plague workers for years to come.

breaks outside of prescribed times when the conveyor belt was paused. This is true even when Plaintiff felt extreme stress from the heat and poor air quality.

15. Plaintiff was forced to work in conditions that are unsafe and unhealthful. That is, Plaintiff was required to perform duties, which themselves are unsafe and unhealthful, in an environment that has extremely poor air quality (due to dust and other debris) and in temperatures that can exceed one hundred (100) degrees Fahrenheit. This has in turn caused serious health problems for him, including heat related stress and bronchitis.

16. Target fails to have in place a proper Illness Prevention Program, fails to provide proper training, and fails to mitigate these unsafe and unhealthful conditions with adequate air filtration systems and/or air conditioning systems. Target also fails to provide Plaintiff with adequate water breaks and/or opportunities to rest and recuperate. Based on information and belief, these conditions routinely cause medical issues for many employees, sometimes necessitating emergency medical interventions.

17. Target also fails to have a policy requiring and/or reimbursing employees for proper protective equipment, including, among other things, steel toed shoes. In turn, this has led to foot injuries, which would have otherwise been prevented with proper equipment.

18. When employees invariably become injured, Target's policies and practices, as well as its lack of adequate training, result in management intentionally ignoring and/or downplaying injuries and forcing employees to continue working while injured. Based on information and belief, managers are incentivized to do this based on a compensation policy that rewards them for underreporting injuries, and a hiring and promotion practice that filters out individuals who have themselves reported injuries.

19. When employees insist that they are injured and/or seek medical treatment for their injuries, they are retaliated against – as was the case for Plaintiff. Retaliation includes, but is not limited to ridicule, derogatory and demeaning statements, intentional underpayment of legally required hours, constant threats of termination, and punitive "light duty" obligations, which, because of a lack of knowledge, training, and regard for the specific injury in the first place, themselves often cause injuries. For example, Plaintiff, who suffered an arm injury loading boxes,

1 was forced to repetitively use his arm dusting and picking up trash and thereafter tear apart
2 thousands of labels a day. This is true even though his work restrictions clearly stated he was not
3 to use his right hand.

4 20. Plaintiff originally complained about his arm injury on April 13, 2024, but was
5 essentially blown off. He was told that he could go see his own doctor, but ordered to keep
6 working. He was not, as he should have been told about his rights under workers' compensation
7 laws or offered a reasonable accommodation.

8 21. With an injured arm, Plaintiff had trouble keeping up with the absurd demands of
9 his job and he was threatened with termination if he did not pick up his speed. Although Plaintiff
10 let his supervisor know that he was experiencing arm pain that was slowing him down, Plaintiff
11 was told to continue working. Although painful, Plaintiff increased his speed, but the increased
12 haste caused him to lose his balance while on a step stool and he ended up falling off and further
13 injuring himself.

14 22. In response to his fall, Target ordered Plaintiff to undergo further training. Rather
15 than provide Plaintiff with direction on how to more safely perform his duties, the Target trainer
16 instructed Plaintiff to disregard his earlier training and safety protocols so that he could increase
17 his speed and not get terminated.

18 23. Although Plaintiff's speed did increase, he was still experiencing incredible arm
19 pain and he complained on numerous occasions. In response, he was constantly told by Operations
20 Manager Maria Vargas – whose, based on information and belief, very compensation was
21 threatened by Plaintiff's complaints – “maybe you should listen to your body and quit, I know I
22 would.”

23 24. On May 4, 2024, Plaintiff's condition deteriorated to the point where he could no
24 longer use his arms. At this point Senior Operations Manager Yesenia Villasenor met with
25 Plaintiff and asked him: “What do you want to do?” Villasenor did not refer Plaintiff to be
26 evaluated, ask him if he needed an accommodation, or provide him with any information regarding
27 his rights. Not knowing his rights, Plaintiff responded: “I guess I can go see my doctor who might
28

1 give me cortisone shots” to which Villasenor responded: “OK. We will give you time off to do
2 that.” Clearly, Target management did *not* want Plaintiff to report his injury.

3 25. Plaintiff thereafter saw his own doctor and received cortisone shots.

4 26. On May 11, 2024, after further complaints, Plaintiff was finally referred to Medcor,
5 a company hired by Target to evaluate and treat workplace injuries. Unfortunately, Medcor told
6 Plaintiff that because he did not seek medical help right away – remember, he was scolded and
7 ignored by his manager when he originally complained and so he continued to work until he could
8 no longer move his arms – that they could not help him by putting him on light duty and that he’d
9 need to go see a workers’ compensation doctor right away. Despite this, records reveal that he
10 was diagnosed with medial epicondylitis of the left and right elbow and initially recommended
11 work restrictions.

12 27. On May 13, 2024, Plaintiff visited Concentra for the first time and was prescribed
13 medication and given work restrictions limiting the amount of weight he could lift.

14 28. On May 16, 2024, Plaintiff, returned to Concentra for a follow up appointment,
15 whereupon he was told that because the injury happened over a month ago, he would have to go
16 back to work, re-injure himself, and then come back. Plaintiff’s treatment provider remarked that
17 Target committed “felony fraud” by not referring him to workers’ compensation and told him to
18 get an employment attorney right away.

19 29. On May 18, 2024, Plaintiff returned to work, but the pain was unbearable. When
20 he complained, he was ordered to go home. Plaintiff was never offered alternative duties and did
21 not know that Target was required to engage in the interactive process. Accordingly, Plaintiff
22 went home and forfeited his wages for the rest of the week.

23 30. On May 20, 2024, Plaintiff was seen by a different physician at Concentra who
24 diagnosed him as having a fractured elbow. Plaintiff was placed on work restrictions prohibiting
25 him from using his right hand and limiting his ability to lift objections over ten (10) pounds with
26 his left hand with certain further limitations designed to combat repetitive use.

27 31. On May 26, 2024, Plaintiff was placed on dusting and trash pick-up up duty, which
28 required him to constantly use his injured arm. As a result of the repetitive action, Plaintiff woke

up the next day with excruciating pain. When Plaintiff let Operations Manager Joseph Bassett know, Bassett became extremely upset and shouted: "I don't know what you want me to do for you, I'm trying to help but you are making it impossible!" Plaintiff, who was shocked and scared, suggested that he be allowed to perform audits, which he did for the rest of the day.

32. On May 28, 2024, Plaintiff was officially placed on "cone duty" which consisted of him standing next to a cone for twelve (12) hours a day with no seating made available to him. Plaintiff performed these duties for approximately two months. During this time, however, Plaintiff experienced severe sinus/chest infections based on the warehouse's poor air quality. As a result, Plaintiff was given further work restrictions, which limited him to only working in an office environment.

33. When Plaintiff reported for work on July 27, 2024, he was told that his restrictions could not be accommodated and he was sent home.

34. On July 28, 2024, Plaintiff reported to work and was told that he would be tearing labels in the training room. Although these duties required him to use his right hand – a direct violation of his work restrictions – Plaintiff dutifully complied.

35. On or about July 29, 2024, Plaintiff showed up to work, but due to a birthday party in the training room, Plaintiff was placed in a separate room and told that he would be visited by Vargas. After waiting for three hours, a different manager came in and told him he would again be tearing labels.

36. After hours of tearing labels, Plaintiff's elbow began to hurt and his hands went numb. As a result, Plaintiff visited Medcor where it was determined that it was due to his tendonitis and he was ordered to speak with HR.

37. Plaintiff initially met with VP Joe and explained the issues that he was having. Joe responded: "I'll talk with Yesenia and get back to you." Plaintiff returned to the training room where he stayed for three hours waiting. Finally, Plaintiff was visited by Vargas who, rather than engage in the interactive process, told Plaintiff that tearing labels were his duties for the next twelve (12) weeks and that he could continue doing the assigned tasks or go home. When Plaintiff responded that he could not continue with the same tasks, he was told: "I guess it's your choice to

1 leave then.” When Plaintiff responded that he literally could not do the tasks, and that he did not
2 want to leave, Vargas simply repeated that: “it’s your choice to leave then.” This is true even
3 though Plaintiff’s restrictions stated he could not use his right hand – something Vargas
4 intentionally ignored. With no option, he went home.

5 38. Throughout his employment, Plaintiff was constantly scolded and derided for
6 complaining about his injuries and Target’s unsafe and unhealthful working conditions and was
7 threatened with termination. This includes being told he would be fired for not immediately
8 producing a doctor’s note, for falling off a step stool, and, in one instance, for allegedly running
9 even though Plaintiff never ran in the warehouse.

10 39. Feeling targeted and unfairly retaliated against for complaining about injuries and
11 Target’s unsafe and unhealthful conditions, Plaintiff sought help from the only place knew where
12 to turn, HR. That, however, ended up being a huge mistake.

13 40. Upon reaching out to HR, Plaintiff was directed to work with senior HR member
14 Lim. Initially, Lim was extremely friendly and took Plaintiff’s concerns seriously – stating
15 multiple times that Target’s actions were completely unlawful. Lim was so empathetic and sincere
16 seeming that Plaintiff felt completely comfortable providing Lim, upon his insistence, with his
17 Snapchat social media handle, which, although a strange request at the time, seemed harmless.

18 41. Almost immediately, Lim called Plaintiff through the Snapchat app and stated: “I
19 can either be professional and help you, or we can be friends and I can’t help you because I’m
20 HR.” Plaintiff unequivocally stated that he wanted the relationship to be professional and that he
21 needed Lim’s help.

22 42. Despite Plaintiff’s clear objection to Lim’s proposition, Lim began sending
23 inappropriate messages, which Plaintiff tried to ignore or gloss over. This included many
24 messages like: “Unprofessional Nick would’ve offered head already. . . . Such a mess LOOOL.”
25 As well as constant requests to hang out at Plaintiff’s apartment. Still, because Lim was a senior
26 member of HR and seemed sincere about trying to help Plaintiff, Plaintiff did his best to brush off
27 his advancements.
28

43. After several weeks of unrequited proposals, and further attempts by Lim to message Plaintiff through a dating app called Grindr that Plaintiff did not respond to, Lim began to completely change his demeanor. Whereas before he would send Plaintiff near daily messages – not always sexual in nature – and claim that Target was breaking the law, he abruptly stopped. When Plaintiff would message or try and communicate with Lim through Snapchat or proper channels, Lim would either ignore him or claim that he couldn't help; revealing that his assistance was predicated on Plaintiff fulfilling Lim's sexual desires.

44. Feeling betrayed, lost, and without a clear path forward, Plaintiff has fallen into a depressive state with severe emotional and physical ramifications. Put simply, Target has caused and continues to cause Plaintiff incredible pain.

45. Plaintiff's last day of employment was on or about September 17, 2024, which according to Target was the last day of his "season."

46. Based on information and belief, Target routinely offers those employees who do not become injured or quit full time positions at Target. Based on further information and belief, once this happens, the employees spend considerably less time loading boxes, since Target fully appreciates the harm it causes to the human body. Accordingly, Plaintiff was not offered a full time position because of his injury, his decision to speak up about the unsafe working conditions, and his rejection of sexual advances.

FIRST CAUSE OF ACTION

(Sexual Harassment – Quid Pro Quo Against Defendants)

47. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

48. Plaintiff was employed by Target.

49. Target's Senior HR representative Lim made unwanted sexual advances.

50. The terms of employment, job benefits, or favorable working conditions were made contingent, by words or conduct, on Plaintiff's acceptance of Lim's sexual advances or conduct.

51. Lim was an agent of Target and had the ability to exercise control over Plaintiff's working conditions.

52. As a result of Lim's conduct, Plaintiff has been harmed in an amount to be proven at trial and Lim's conduct was a substantial factor in causing Plaintiff's harm.

53. As a further proximate result of the conduct, Plaintiff was forced to and did retain legal counsel, and is therefore entitled to an award of attorney's fees and costs according to proof at the time of trial.

54. Additionally, and because Defendants acted with oppression, fraud, and/or malice, Plaintiff is entitled to recover punitive damages for the sake of example and by way of punishing Target.

SECOND CAUSE OF ACTION

(Negligent Hiring, Retention, or Supervision Against Target and Does 1-25)

55. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

56. Target hired Lim, who was, or became, unfit to perform the work for which they were hired.

57. Target knew or should have known that Lim was unfit to perform the work for which they were hired, or became unfit, and that this unfitness created a particular risk.

58. Lim's unfitness harmed Plaintiff.

59. Target's negligence in hiring, supervising, or retaining Lim was a substantial factor in causing Plaintiff's harm.

60. As a result of Target's negligence, Plaintiff has suffered damages, the precise amount of which will be determined at trial.

THIRD CAUSE OF ACTION

(FEHA – Failure to Engage in the Interactive Process Against Target and Does 1-25)

61. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

62. Plaintiff has a physical condition that substantially limits major life activities.

63. Target knew of Plaintiff's physical condition but failed to engage in the interactive process or offer an adequate reasonable accommodation.

64. Furthermore, Plaintiff requested that Target make a reasonable accommodation for his physical condition so that he would be able to perform the essential job requirements.

65. Plaintiff was willing to participate in an interactive process to determine whether a reasonable accommodation could be made so that he could perform the essential job requirements.

66. Target failed to participate in a timely and good-faith interactive process with Plaintiff to determine whether a reasonable accommodation could be made.

67. As a proximate result of Target's failure to participate in the interactive process, Plaintiff has suffered damages, the precise amount of which will be proven at trial.

68. As a further proximate result of the conduct, Plaintiff was forced to and did retain legal counsel, and is therefore entitled to an award of attorney's fees and costs according to proof at the time of trial.

69. Additionally, and because Target acted with oppression, fraud, and/or malice, Plaintiff is entitled to recover punitive damages for the sake of example and by way of punishing Target.

FOURTH CAUSE OF ACTION

(FEHA - Retaliation Against Target and Does 1-25)

70. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

71. Plaintiff engaged in protected activity when he notified Target of his injury and requested an accommodation and when he went on leave.

72. Target took adverse actions against Plaintiff, as described in this Complaint, and Plaintiff's engagement in protected activity was a substantial motivating reason for Target's actions.

73. As a proximate result of Target's conduct, Plaintiff has been damaged, the precise amount which will be proven at trial.

74. As a further proximate result of the conduct, Plaintiff was forced to and did retain legal counsel, and is therefore entitled to an award of attorney's fees and costs according to proof at the time of trial.

75. Additionally, and because Target acted with oppression, fraud, and/or malice, Plaintiff is entitled to recover punitive damages for the sake of example and by way of punishing Target.

FIFTH CAUSE OF ACTION

(Retaliation Based on Protected Activity Against Target and Does 1-25)

76. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

77. California Labor Code section 1102.5 makes it an illegal employment practice to retaliate against an employee for having exercised their right to disclose information to a government or law enforcement agency (or to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance), regarding a violation of state or federal statute, or a violation or noncompliance with a local, state, or federal rule or regulation.

78. California Labor Code section 98.6 makes it an illegal employment practice to retaliate against an employee because of complaints relating to their rights arising under the jurisdiction of the Labor Commissioner or “because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.”

79. California Labor Code section 6310 makes it an illegal employment practice to retaliate against an employee because of complaints about safety and health conditions or practices at the workplace.

80. California Health and Safety Code section 1278.5 makes it an illegal employment practice to retaliate against an employee because of complaints about safety and health conditions or practices at the workplace.

81. As set forth above, Plaintiff complained about violations of California law and unsafe and unhealthy working conditions.

82. Plaintiff's complaints were protected activities.

83. Thereafter, and as a direct result of Plaintiff's protected activities, Target retaliated against Plaintiff.

84. As a proximate result of Target's conduct, Plaintiff has suffered damages, the precise amount of which will be proven at trial.

85. As a further proximate result of Target's conduct, Plaintiff was forced to and did retain legal counsel, and is therefore entitled to an award of attorney's fees and costs according to proof at the time of trial.

86. Additionally, and because Target acted with oppression, fraud, and/or malice, Plaintiff is entitled to recover punitive damages for the sake of example and by way of punishing Defendant.

SIXTH CAUSE OF ACTION

(Late Payment of Wages Due Against Target and Does 1-25)

87. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

88. During his employment, Plaintiff was paid late for hours worked despite the fact that Target knew, or should have known, that Plaintiff worked these hours, for which he was not completely and/or accurately paid.

89. As a result of Target's failure to pay Plaintiff all wages when required pursuant to California Labor Code section 204, Plaintiff is entitled to statutory penalties in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

(Inaccurate Wage Statements Against Target and Does 1-25)

90. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

91. Pursuant California Labor Code section 226, employees are entitled to an itemized wage statement that accurately shows, among other things, the total number of hours worked each pay period, gross wages, net wages, all deductions, and all applicable hourly rates of pay.

1 92. Despite having this obligation, Target failed to provide Plaintiff with compliant
2 wage statements.

3 93. As a result of Target's failure, Plaintiff is entitled to fifty dollars (\$50) for the initial
4 pay period and one hundred dollars (\$100) for each subsequent pay period pursuant to Section
5 226(e)(1) of the California Labor Code.

6 **EIGHTH CAUSE OF ACTION**

7 **(Failure to Provide Adequate Rest Breaks Against Target and Does 1-25)**

8 94. Plaintiff incorporates by reference as though fully set forth herein each and every
9 allegation made in this Complaint.

10 95. During his employment, Plaintiff often worked in excess of ten (10) hours in a
11 workday without receiving an adequate number of rest periods or was prevented from taking rest
12 periods when needed.

13 96. As a result of Target's failure to provide adequate rest periods, Plaintiff is entitled
14 to one (1) hour of pay at the regular rate of compensation for rest period not provided, as a wage.

15 97. As a further result of Target's failure, Plaintiff was forced to and did retain legal
16 counsel, and is therefore entitled to an award of attorney's fees and costs according to proof at the
17 time of trial.

18 **NINTH CAUSE OF ACTION**

19 **(Waiting Time Penalties Against Target and Does 1-25)**

20 98. Plaintiff incorporates by reference as though fully set forth herein each and every
21 allegation made in this Complaint.

22 99. Despite Plaintiff's employment ending in September of 2024, Target still owes
23 Plaintiff wages.

24 100. As a result of Target's failure to pay Plaintiff all wages owed, Plaintiff is entitled
25 to thirty (30) days of wages due to him as a penalty pursuant to Labor Code section 203.
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27
28

1 **TENTH CAUSE OF ACTION**

2 **(Failure to Provide Wage Statements/Personnel Records Against Target and Does 1-25)**

3 101. Plaintiff incorporates by reference as though fully set forth herein each and every
4 allegation made in this Complaint.

5 102. California Labor Code sections 226 and 1198.5 require employers to produce
6 certain records upon request, including wage statements and personnel records.

7 103. Plaintiff requested his wage statements and personnel records on June 20, 2024.
8 Despite this request, Target did not provide Plaintiff with his records in the time required by law.

9 104. As a result of Target's failure, Plaintiff is entitled to \$1,500 in penalties, plus
10 reasonable attorneys' fees and costs.

11 **ELEVENTH CAUSE OF ACTION**

12 **(Intentional Infliction of Emotional Distress Against Target and Does 1-25)**

13 105. Plaintiff incorporates by reference as though fully set forth herein each and every
14 allegation made in this Complaint.

15 106. Target caused Plaintiff to suffer serious emotional distress as a result of its
16 intentional conduct as described in this Complaint.

17 107. Target's conduct was outrageous and intended to cause Plaintiff emotional distress
18 and/or was done with reckless disregard of the probability that Plaintiff would suffer emotional
19 distress.

20 108. Plaintiff did in fact suffer severe emotional distress and Target's conduct was a
21 substantial factor in causing it.

22 109. Additionally, and because Target acted with oppression, fraud, and/or malice,
23 Plaintiff is entitled to recover punitive damages for the sake of example and by way of punishing
24 Target.

25 **TWEFLTH CAUSE OF ACTION**

26 **(Bus. and Prof. Code § 17200 – Unfair Competition Against Target and Does 1-25)**

27 110. Plaintiff incorporates by reference as though fully set forth herein each and every
28 allegation made in this Complaint.

1 111. California Business and Professions Code section 17200 prohibits acts or practices
2 which are unlawful or unfair.

3 112. Pursuant to Labor Code section 6400(a), “[e]very employer shall furnish
4 employment and a place of employment that is safe and healthful for the employees therein.”

5 113. Pursuant to Labor Code section 6401, “[e]very employer shall furnish and use
6 safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and
7 processes which are reasonably adequate to render such employment and place of employment
8 safe and healthful. Every employer shall do every other thing reasonably necessary to protect the
9 life, safety, and health of employees.”

10 114. Pursuant to Labor Code section 6401.7(a) and (b), “[e]very employer shall
11 establish, implement, and maintain an effective injury prevention program” and “shall correct
12 unsafe and unhealthy conditions and work practices in a timely manner based on the severity of
13 the hazard.”

14 115. Pursuant to Labor Code section 6402, “[n]o employer shall require, or permit any
15 employee to go or be in any employment or place of employment which is not safe and healthful.”

16 116. Pursuant to Labor Code section 6403, “[n]o employer shall fail or neglect to . . .
17 provide and use safety devices and safeguards reasonably adequate to render the employment and
18 place of employment safe. . . . To adopt and use methods and processes reasonably adequate to
19 render the employment and place of employment safe. . . . To do every other thing reasonably
20 necessary to protect the life, safety, and health of employees.”

21 117. Pursuant to Labor Code section 6404, “[n]o employer shall occupy or maintain any
22 place of employment that is not safe and healthful.”

23 118. Pursuant to Labor Code section 6406(d), no employer shall “fail or neglect to do
24 every other thing reasonably necessary to protect the life, safety, and health of employees.”

25 119. Pursuant to Labor Code section 6407, “[e]very employer and every employee shall
26 comply with occupational safety and health standards, with Section 25910 of the Health and Safety
27 Code, and with all rules, regulations, and orders pursuant to this division which are applicable to
28 his own actions and conduct.”

1 120. Wage Order 7, section 15 provides “[t]he temperature maintained in each work area
2 shall provide reasonable comfort consistent with industry-wide standards for the nature of the
3 process and the work performed.”

4 121. Based on the conduct described in this Complaint, Target has knowingly and
5 intentionally violated the above statutes and regulations relating to the health and safety of its
6 employees and their working conditions. All for the sole purpose of earning additional revenue.

7 122. As a result of, Plaintiff is entitled to injunctive relief.

8 123. Because Plaintiff seeks to enforce an important right affecting the public interest,
9 Plaintiff is also entitled to an award of attorneys’ fees and costs pursuant to California Code of
10 Civil Procedure section 1021.5.

11 **THIRTEENTH CAUSE OF ACTION**

12 **(Violation of Private Attorneys General Act Against Target)**

13 124. Plaintiff incorporates by reference as though fully set forth herein each and every
14 allegation made in this Complaint.

15 125. Plaintiff has alleged to the Labor Commissioner that Target has violated the
16 following provisions of the Labor Code in their dealings with Plaintiff and Aggrieved Employees:

- 17 • Violation of Labor Code § 1198; IWC Wage Order 7, § 14 (Failure to Provide
18 Suitable Seating)
- 19 • Violation of Labor Code § 1198; IWC Wage Order 7, § 15 (Failure to Maintain
20 Adequate Temperature)
- 21 • Violation of Labor Code § 98.6 (Retaliation For Asserting Rights)
- 22 • Violation of Labor Code § 6310 (Retaliation For Reporting Health & Safety
23 Conditions)
- 24 • Violation of Labor Code § 1102.5 (Retaliation For Reporting Unlawful
25 Activity)

26 126. Plaintiff seeks civil penalties against Target as provided in the California Labor
27 Code, or if no civil penalty is provided, default penalties pursuant to California Labor Code section
28 2699(f).

1 127. As a proximate result of Target's conduct, Plaintiff and Aggrieved Employees have
2 been damages as stated in the Prayer for Relief below.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 5 1. For actual damages in an amount according to proof;
6 2. For general and special damages in an amount according to proof;
7 3. For consequential and incidental damages and expenses in an amount according to
8 proof;
9 4. For liquidated damages and penalties as provided by law;
10 5. For punitive and exemplary damages as provided by law;
11 6. For civil and statutory penalties in an amount according to proof;
12 7. For reasonable attorney's fees as provided by law;
13 8. For pre-judgment and post-judgment interest as provided by law;
14 9. For restitution;
15 10. For a permanent injunction preventing Defendants from committing similar
16 violations of law in the future;
17 11. For a declaration from the Court declaring Defendants violation of FEHA;
18 12. For costs of suit incurred herein; and
19 13. For such other and further relief as the Court deems fair and just.

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22 Dated: October 4, 2024

EMPLOYEE & CONSUMER ADVOCATES
OF NORTHERN CALIFORNIA, PC

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24
25 By: Connor W. Olson
26 Connor W. Olson
27 Attorneys for Plaintiff
28 Nicholas Tamagni

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Dated: October 4, 2024

By: Connor W. Olson
Connor W. Olson
Attorneys for Plaintiff
Nicholas Tamagni