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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

QUEANNA REDDY, an individual, and on
behalf of the State of California, as a private
attorney general,

Plaintiff,

vs.

DSSV, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendant.

Case No. 26LBCV00606

COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 204, 210, 226(a), 226.7, 246, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision
5(A)-(B), and Violation of Applicable
Industrial Welfare Commission Wage
Order(s); and,

2. Discrimination and Retaliation in
Violation of FEHA

DEMAND FOR A JURY TRIAL

1 Queanna Reddy (“PLAINTIFF”), on behalf of the people of the State of California and
2 as an “aggrieved employee” acting as a private attorney general under the Labor Code Private
3 Attorney General Act of 2004, § 2699 (“PAGA”) with regard to the First Cause of Action, and
4 as an individual with regard to the Second Cause of Action, alleges on information and belief,
5 except for her own acts and knowledge which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings the First Cause of Action against defendant DSSV, Inc.
8 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**
10 **seek to recover anything other than penalties as permitted by California Labor Code §**
11 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the
13 civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, as to the First Cause of Action, PLAINTIFF seeks to obtain all
17 applicable relief for DEFENDANT’s violations under PAGA and solely for the relief as
18 permitted by PAGA – that is, penalties and any other relief the Court deems proper pursuant to
19 the PAGA.

20 4. As to the First Cause of Action, PLAINTIFF is not suing in her individual
21 capacity; she is proceeding herein solely under the PAGA, on behalf of the State of California
22 for all aggrieved employees. With regard to the First Cause of Action, nothing in this complaint
23 should be construed as PLAINTIFF suing in her individual capacity.

24 5. PLAINTIFF brings the Second Cause of Action individually against
25 DEFENDANT for special damages, punitive damages, pre-judgment interest, costs and
26 reasonable attorneys’ fees as set forth below.

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THE PARTIES

6. DSSV, Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

7. DEFENDANT provides software services for childcare providers in California.

8. PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's employment with DEFENDANT started in June of 2021. PLAINTIFF has been at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

9. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of October 6, 2024 until a date as determined by the Court (the "PAGA PERIOD").

10. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's violation of California Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

11. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious

1 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
2 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they
3 are ascertained. PLAINTIFF is informed and believes, and based upon that information and
4 belief alleges, that the DEFENDANT named in this Complaint, including DOES 1 through 50,
5 inclusive, are responsible in some manner for one or more of the events and happenings that
6 proximately caused the injuries and damages hereinafter alleged.

7 12. The agents, servants and/or employees of the DEFENDANT and each of them
8 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its
9 authority as the agent, servant and/or employee of the DEFENDANT, and personally
10 participated in the conduct alleged herein on behalf of the DEFENDANT with respect to the
11 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the
12 other DEFENDANT and all DEFENDANT are jointly and severally liable to PLAINTIFF and
13 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct
14 of the DEFENDANT's agents, servants and/or employees.

15 THE CONDUCT

16 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
17 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
18 worked, meaning the time during which an employee is subject to the control of an
19 employer, including all the time the employee is suffered or permitted to work.
20 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
21 paying them for all the time they are under DEFENDANT's control. Among other things,
22 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
23 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
24 work assignments while clocked out for what should have been PLAINTIFF's off-duty
25 meal break. DEFENDANT, as a matter of established company policy and procedure,
26 administers a uniform practice of rounding the actual time worked and recorded by
27 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
28 so that during the course of their employment, PLAINTIFF and the AGGRIEVED

1 EMPLOYEES are paid less than they would have been paid had they been paid for actual
2 recorded time rather than “rounded” time. As a result, PLAINTIFF and the AGGRIEVED
3 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
4 breaks by working without their time being correctly recorded and without compensation at
5 the applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the
6 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s
7 business records.

8 14. State law provides that employees must be paid overtime and meal and rest
9 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the
10 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
11 tied to specific elements of an employee’s performance.

12 15. The second component of PLAINTIFF’s and the AGGRIEVED
13 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that
14 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
15 performance for DEFENDANT. The non-discretionary incentive program provided all
16 employees paid on an hourly basis with incentive compensation when the employees met
17 the various performance goals set by DEFENDANT. However, when calculating the
18 regular rate of pay in order to pay overtime and meal and rest break premiums to
19 PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the
20 incentive compensation as part of the employees’ “regular rate of pay” for purposes of
21 calculating overtime pay and meal and rest break premium pay. Management and
22 supervisors described the incentive program to potential and new employees as part of the
23 compensation package. As a matter of law, the incentive compensation received by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES must be included in the “regular rate of
25 pay.” The failure to do so has resulted in a underpayment of overtime compensation and
26 meal and rest break premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by
27 DEFENDANT.
28

1 16. As a result of their rigorous work schedules, PLAINTIFF and the
2 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
3 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
4 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
5 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
6 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
7 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
8 which these employees were required by DEFENDANT to work ten (10) hours of work.
9 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
10 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and
11 the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional
12 compensation and in accordance with DEFENDANT's corporate policy and practice.

13 17. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
14 EMPLOYEES were also required from time to time to work in excess of four (4) hours
15 without being provided ten (10) minute rest periods. Further, these employees were denied
16 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
17 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
18 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
19 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
20 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
21 also not provided with one hour wages in lieu thereof. Additionally, the applicable
22 California Wage Order requires employers to provide employees with off-duty rest periods,
23 which the California Supreme Court defined as time during which an employee is relieved
24 from all work related duties and free from employer control. In so doing, the Court held that
25 the requirement under California law that employers authorize and permit all employees to
26 take rest period means that employers must relieve employees of all duties and relinquish
27 control over how employees spend their time which includes control over the locations
28 where employees may take their rest period. Employers cannot impose controls that prohibit

1 an employee from taking a brief walk - five minutes out, five minutes back. Here,
2 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
3 unconstrained walks and is unlawful based on DEFENDANT's rule which states
4 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
5 their rest period.

6 18. During the PAGA PERIOD, DEFENDANT failed to accurately record and
7 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
8 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
9 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
10 all time worked, meaning the time during which an employee was subject to the control of
11 an employer, including all the time the employee was permitted or suffered to permit this
12 work. DEFENDANT required these employees to work off the clock without paying them
13 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
14 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
15 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
16 EMPLOYEES forfeited time worked by working without their time being accurately
17 recorded and without compensation at the applicable minimum wage and overtime wage
18 rates. To the extent that the time worked off the clock does not qualify for overtime
19 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
20 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

21 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
22 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
23 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
24 provides that every employer shall furnish each of his or her employees with an accurate
25 itemized wage statement in writing showing, among other things, gross wages earned and
26 all applicable hourly rates in effect during the pay period and the corresponding amount of
27 time worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were
28 paid on an hourly basis. As such, the wage statements should reflect all applicable hourly

1 rates during the pay period and the total hours worked, and the applicable pay period in
2 which the wages were earned pursuant to California Labor Code Section 226(a). The wage
3 statements DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES
4 failed to identify such information. More specifically, the wage statements failed to identify
5 the accurate total hours worked each pay period. When the hours shown on the wage
6 statements were added up, they did not equal the actual total hours worked during the pay
7 period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in
8 this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement
9 that lists all the requirements under California Labor Code 226. As a result, DEFENDANT
10 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
11 statements which violated Cal. Lab. Code § 226.

12 20. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
13 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
14 the wages are paid not more than seven (7) calendar days following the close of the payroll
15 period. Cal. Lab. Code § 210 provides:

16 in [I]n addition to, and entirely independent and apart from, any other penalty provided
17 this article, every person who fails to pay the wages of each employee as provided in
18 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
19 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred
dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

20 21. DEFENDANT from time to time failed to pay PLAINTIFF and the
21 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
22 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
23 wage payments.

24 22. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
25 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
26 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
27 employees earn non-discretionary remuneration, including, but not limited to, incentives,
28 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,

1 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
2 their base rates of pay.

3 23. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
4 employees be calculated by dividing the employee's total wages, not including overtime
5 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
6 days of employment.

7 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
8 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
9 earned non-discretionary incentive wages which increased their regular rate of pay.
10 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
11 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
12 required under Cal. Lab. Code Section 246.

13 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
14 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
15 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
16 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
17 2802, employers are required to indemnify employees for all expenses incurred in the
18 course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an
19 employer shall indemnify his or her employee for all necessary expenditures or losses
20 incurred by the employee in direct consequence of the discharge of his or her duties, or of
21 his or her obedience to the directions of the employer, even though unlawful, unless the
22 employee, at the time of obeying the directions, believed them to be unlawful."

23 26. In the course of their employment PLAINTIFF and other AGGRIEVED
24 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
25 personal cellular phones and/or wifi (internet connection/usage) as a result of and in
26 furtherance of their job duties as employees for DEFENDANT but are not reimbursed or
27 indemnified by DEFENDANT for the cost associated with the use of their personal cellular
28 phones and/or wifi (internet connection/usage) for DEFENDANT's benefit. Specifically,

1 PLAINTIFF and other AGGRIEVED EMPLOYEES were required by DEFENDANT to
2 use their personal cellular phones and/or wifi (internet connection/usage). As a result, in
3 the course of their employment with DEFENDANT, PLAINTIFF and other AGGRIEVED
4 EMPLOYEES incurred unreimbursed business expenses which included, but were not
5 limited to, costs related to the use of their personal cellular phones and/or wifi (internet
6 connection/usage) all on behalf of and for the benefit of DEFENDANT.

7 8 **JURISDICTION AND VENUE**

9 27. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure, Section 410.10.

11 28. Venue is proper in this Court pursuant to California Code of Civil Procedure,
12 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
13 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
14 in this County and/or conducts substantial business in this County, and (ii) committed the
15 wrongful conduct herein alleged in this County against PLAINTIFF and other AGGRIEVED
16 EMPLOYEES.

17 **FIRST CAUSE OF ACTION**

18 **For Violation of the Private Attorneys General Act**

19 **[Cal. Lab. Code §§ 2698]**

20 **(By PLAINTIFF and Against All Defendants)**

21 29. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
22 herein, the prior paragraphs of this Complaint.

23 30. PAGA is a mechanism by which the State of California itself can enforce state
24 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
25 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
26 fundamentally a law enforcement action designed to protect the public and not to benefit
27 private parties. The purpose of the PAGA is not to recover damages or restitution, but to
28 create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code.

1 In enacting PAGA, the California Legislature specified that "it was ... in the public interest to
2 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
3 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
4 subject to arbitration.

5 31. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to all
8 individuals who are or previously were employed by DEFENDANT in California, including
9 any employees staffed with DEFENDANT by a third party, and classified as non-exempt
10 employees ("AGGRIEVED EMPLOYEES") during the time period of October 6, 2024 until
11 a date as determined by the Court (the "PAGA PERIOD").

12 32. On October 6, 2025, PLAINTIFF gave written notice by electronic mail to the
13 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
14 employer of the specific provisions of this code alleged to have been violated as required by
15 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference
16 herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
17 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
18 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
19 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

20 33. The policies, acts and practices heretofore described were and are an unlawful
21 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
22 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
23 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
24 to pay overtime wages and sick pay wages, and (e) failed to reimburse employees for required
25 expenses, all in violation of the applicable Labor Code sections listed in Labor Code §§ 204,
26 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
27 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
28

1 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
2 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney
3 General Act of 2004 as the representative of the State of California for the illegal conduct
4 perpetrated on other AGGRIEVED EMPLOYEES.

5
6 **SECOND CAUSE OF ACTION**

7 **[Discrimination and Retaliation For the Exercise of Rights Guaranteed Under the**
8 **FEHA]**

9 **Violation of FEHA Government Section 12900, *et. seq.***

10 **(By PLAINTIFF Against All Defendants)**

11 34. PLAINTIFF realleges and incorporates by reference, as though fully set forth
12 herein, the prior paragraphs of this Complaint.

13 35. PLAINTIFF's retaliation, harassment, discrimination and failure to promote were
14 for pretextual reason(s) to disguise DEFENDANT's unlawful employment practices directed
15 at PLAINTIFF. **PLAINTIFF is an African American who is also lesbian.** In or around June
16 of 2025, DEFENDANT's Head of Enablement stated all team members on the Sales
17 Enablement (Quality and Training) team, to which PLAINTIFF was assigned, would receive
18 a position and title review. PLAINTIFF was singled out amongst her team and never offered
19 a new position or review of her current job tasks and performance. As a result, PLAINTIFF
20 ultimately filed a HR complaint on or around August 7, 2025 detailing what she felt was
21 harassment and discrimination from DEFENDANT's managers. As a result of PLAINTIFF's
22 good faith complaints DEFENDANT denied PLAINTIFF employment opportunities,
23 privileges, and wages under the Labor Code, and PLAINTIFF has been plagued with
24 mistreatment by her supervisors as a result of PLAINTIFF's willingness to raise formal
25 complaints described herein.

26
27 _____
28 ¹As to the First Cause of Action alleging violations of the PAGA, Plaintiff specifically excludes
and/or does not allege any claims under California Labor Code §558(a)(3).

1 36. Within the State of California there exists a substantial and fundamental public
2 policy, set forth in the California Government Code §12900 et seq., which forbids racial and/or
3 national origin and/or sexual orientation discrimination and retaliation. Unlawful harassment
4 includes the right to be free from unwanted, offensive racial/sexual orientation harassment, and
5 the right to protest such conduct without fear of retaliation or further harm. This public policy
6 of the state is one that benefits the public at large and guarantees the rights of an employee to
7 perform their work free from racial/sexual orientation harassment, discrimination and
8 retaliation.

9 37. The motivating reason(s) for PLAINTIFF's failure to promote ad retaliation and
10 harassment were racial and sexual orientation discrimination and PLAINTIFF's protests and/or
11 resistance thereof.

12 38. As a result of DEFENDANT's actions, PLAINTIFF has suffered substantial
13 losses in earnings and employment benefits and emotional distress in an amount to be
14 determined according to proof at trial.

15 39. In doing the acts herein alleged, DEFENDANT acted with malice and
16 oppression, and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is entitled
17 to exemplary and punitive damages from DEFENDANT in an amount to be determined to
18 punish DEFENDANT and to deter such wrongful conduct in the future. Prior to filing this
19 action PLAINTIFF exhausted her administrative remedies by filing a timely administrative
20 complaint with the Civil Rights Department ("CRD") and received a CRD Right to Sue letter
21 on September 17, 2025.

22 40. DEFENDANT's conduct, as alleged, violated FEHA, Government Code Section
23 12900, *et seq.*, and DEFENDANT committed unlawful employment practices, including the
24 following bases for liability:

25 a. Taking adverse employment actions against PLAINTIFF, including
26 barring and refusing to promote PLAINTIFF to other job positions and/or otherwise
27 discriminating against PLAINTIFF, in whole or in part on the basis of PLAINTIFF's race and
28

1 sexual orientation in violation of Government Code Section 12940(a);

2 b. Harassing PLAINTIFF and/or creating a hostile work environment, in
3 whole or in part on the basis of PLAINTIFF's race and/or sexual orientation;

4 c. Failing to take all reasonable steps to prevent discrimination and
5 harassment in violation of Government Code section 12940(k);

6 d. Retaliating against PLAINTIFF for seeking to exercise rights guaranteed
7 under FEHA, participating in protected activities, and/or opposing DEFENDANT's failure to
8 provide such rights, in violation of Government Code Section 12940(h).

9 41. As a proximate result of DEFENDANT's willful, knowing, and intentional
10 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
11 substantial losses of earnings and other employment benefits.

12 42. As a proximate result of DEFENDANT's willful, knowing, and intentional
13 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
14 humiliation, emotional distress, and physical and mental pain and anguish, all to PLAINTIFF's
15 damage in a sum according to proof.

16 43. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
17 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
18 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

19 44. DEFENDANT's misconduct was committed intentionally, in a malicious,
20 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against
21 DEFENDANT.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly
25 and severally, as follows:

- 26 1. For the First Cause of Action on behalf of the State of California and with
27 respect to other AGGRIEVED EMPLOYEES:
28

1 A) Recovery of civil penalties as prescribed by the Labor Code Private
2 Attorneys General Act of 2004; and,

3 B) An award of attorneys' fees and cost of suit, as allowable under the
4 law, including, but not limited to, pursuant to Labor Code §2699;

5 2. For the Second Cause of Action on behalf of PLAINTIFF Individually:

6 A) For all special damages which were sustained as a result of
7 DEFENDANT's conduct, including, but not limited to, back pay, front
8 pay, lost compensation and job benefits that PLAINTIFF would have
9 received but for the retaliatory practices of DEFENDANT;

10 B) For all exemplary damages, according to proof, which were sustained
11 as a result of DEFENDANT's conduct;

12 C) An award of interest, including prejudgment interest at the legal rate;

13 D) Such other and further relief as the Court deems just and equitable;
14 and,

15 E) An award of penalties, attorneys' fees and cost of suit.
16

17 Dated: March 11, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
18 LLP

19
20 By: /s/ Norman Blumenthal

21 Norman B. Blumenthal
Nicholas J. De Blouw

22 **CENTURION TRIAL ATTORNEYS, APC**
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25 *Attorneys for Plaintiff*
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: March 11, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1004**

**October 6, 2025
CA3769**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**DSSV, Inc.
Certified Mail #9589071052702856215390
SAPPHIRE MCFARLAND
INCORPORATING SERVICES, LTD.
7801 Folsom Blvd #202, Sacramento, CA
95826**

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Queanna Reddy (“Plaintiff”) and all other Aggrieved Employees of DSSV, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by DSSV, Inc. in California, including any employees staffed with DSSV, Inc. by a third party, and classified as non-exempt employees during the time period of October 6, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since June of 2021. Plaintiff is at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff has been employed by Defendant as a quality specialist since June of 2021 working remotely in San Pedro, CA. Plaintiff performed her job duties consisting of handling manager approvals. Customers of Defendant need to hit certain

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billing thresholds for their accounts to activate. If those thresholds were not met, those customers needed to submit requests to override the threshold and activate their account. Plaintiff was tasked with reviewing around 80 requests per day and either approve or decline them. The override requests came in constantly. Plaintiff would start at 6:00 am with around 15 override requests. She would finish reviewing those requests around 7:30 am. However, once she finished that set of requests, a new set of 20 requests would come in. Plaintiff was also responsible for overseeing new hire training. Plaintiff would sit in on calls and fill out reports on how the new employees did. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

Plaintiff was regularly unable to take rest breaks and took many of her meal breaks late, after the 5th hour of work as a result of her strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was rarely able to take rest breaks, and her meal breaks were late, missed, or interrupted multiple times every week. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant did not pay any meal or rest break penalties to Plaintiff.

Further, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, sick pay, and meal and rest break premium rates during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "Additional Pay" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff her wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

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Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with her job duties mentioned above. There were many instances where Plaintiff would clock out for her meal break or go on her rest break, then keep reviewing override requests. Plaintiff would also start reviewing override requests prior to clocking in or continue reviewing requests after clocking out. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff paid for her own wifi and used it to perform her job duties remotely. However, Plaintiff was not properly reimbursed for wifi payment. There were also instances where Plaintiff had to use her personal hot spot on her cell phone for wifi. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on her cell phone.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.