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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

GENEVIEVE MEFFORD, 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.

DOLGEN CALIFORNIA LLC, a
Tennessee limited liability company;
DOLLAR GENERAL CORPORATION, a
Tennessee corporation; DG STRATEGIC
VII, LLC, a Tennessee limited liability
company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: **25CV014607**

**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).

1 Plaintiff Genevieve Mefford, 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
10 one year prior to the filing of the pre-filing written notice to the Labor and Workforce
11 Development Agency (“LWDA”) in this case on April 8, 2025, until judgment (“non-party
12 Aggrieved Employees”). Plaintiff’s share of civil penalties sought in this action does not
13 exceed \$75,000.

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

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

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

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 Sacramento, 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 five (5) locations within the County of Sacramento, including Defendants' stores located in Citrus Heights (7963 Auburn Boulevard, Citrus Heights, California 95610) and Sacramento (400 Harris Avenue, Sacramento, California 95838; 3701 Willow Street, Sacramento, California 95838; 5245 Elkhorn Boulevard, Sacramento, California 95842; and 5705 Hillsdale Boulevard, Sacramento, California 95842). 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 Sacramento 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 Genevieve Mefford worked for Defendants as a non-exempt employee from approximately August 2023 to July 2024. Plaintiff worked for Defendants at their Dollar General store located at 17652 Penn Valley Drive, Penn Valley, California 95946. During her employment, Plaintiff worked as a Sales Associate and Lead Sales Associate. Plaintiff typically worked eight (8) hours per day and five (5) days per week on a varied schedule. Plaintiff's job duties included, without limitation, operating the cash register, cleaning the

1 store, counting the nightly deposit, and training and overseeing associates.

2 8. Defendant DOLGEN CALIFORNIA LLC was and is, upon information and
3 belief, a Tennessee limited liability company doing business in California, and at all times
4 hereinafter mentioned, an employer whose employees are engaged throughout this county, the
5 State of California, or the various states of the United States of America.

6 9. Defendant DOLLAR GENERAL CORPORATION was and is, upon
7 information and belief, a Tennessee corporation doing business in California, and at all times
8 hereinafter mentioned, an employer whose employees are engaged throughout this county, the
9 State of California, or the various states of the United States of America.

10 10. Defendant DG STRATEGIC VII, LLC was and is, upon information and belief,
11 a Tennessee limited liability company doing business in California, and at all times hereinafter
12 mentioned, an employer whose employees are engaged throughout this county, the State of
13 California, or the various states of the United States of America.

14 11. Plaintiff is unaware of the true names or capacities of the Defendants sued
15 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
16 amend the complaint and serve such fictitiously named Defendants once their names and
17 capacities become known.

18 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
19 are the partners, agents, owners, shareholders, managers, or employees of DOLGEN
20 CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; and/or DG STRATEGIC VII,
21 LLC, at all relevant times.

22 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
23 acts and omissions alleged herein was performed by, or is attributable to, DOLGEN
24 CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; DG STRATEGIC VII, LLC;
25 and/or DOES 1 through 10 (collectively, "Defendants" or "DOLLAR GENERAL"), each
26 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
27 each of the other co-Defendants and was acting within the course and scope of such agency,
28 employment, joint venture, or concerted activity with legal authority to act on the others'

1 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
2 policy of Defendants.

3 14. At all relevant times, Defendants, and each of them, ratified each and every act
4 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
5 and abetted the acts and omissions of each and all the other Defendants in proximately causing
6 the damages herein alleged.

7 15. Plaintiff is informed and believes, and thereon alleges, that each of said
8 Defendants are in some manner intentionally, negligently, or otherwise responsible for the
9 acts, omissions, occurrences, and transactions alleged herein.

10 16. Under California law, Defendants are jointly and severally liable as employers
11 for the violations alleged herein because they have each exercised sufficient control over the
12 wages, hours, working conditions, and employment status of Plaintiff and other non-party
13 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
14 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
15 of employment, determined their rate of pay, and maintained their employment records.
16 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
17 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
18 common-law employment relationship. As joint employers of Plaintiff and other non-party
19 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
20 available to Plaintiff and other non-party Aggrieved Employees under the law.

21 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
22 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
23 non-party Aggrieved Employees because Defendants have:

- 24 (a) jointly exercised meaningful control over the work performed by
25 Plaintiff and other non-party Aggrieved Employees;
26 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
27 Aggrieved Employees’ wages, hours, and working conditions, including
28 the quantity, quality standards, speed, scheduling, and operative details

1 of the tasks performed by Plaintiff and other non-party Aggrieved
2 Employees;

- 3 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
4 perform work which is an integral part of Defendants' businesses; and
5 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
6 Employees as a matter of economic reality in that Plaintiff and other
7 non-party Aggrieved Employees were dependent on Defendants, who
8 shared the power to set the wages of Plaintiff and other non-party
9 Aggrieved Employees and determined their working conditions, and
10 who jointly reaped the benefits from the underpayment of their wages
11 and noncompliance with other statutory provisions governing their
12 employment.

13 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
14 there has existed a unity of interest and ownership between Defendants such that any
15 individuality and separateness between the entities has ceased.

16 19. DOLGEN CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; DG
17 STRATEGIC VII, LLC; and/or DOES 1 through 10 are therefore alter egos of each other.

18 20. Adherence to the fiction of the separate existence of Defendants would permit
19 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
20 from liability for the wrongful acts committed by them under the name "DOLLAR
21 GENERAL."

22 21. Plaintiff further alleges, upon information and belief, that the Defendants
23 DOLGEN CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; and DG
24 STRATEGIC VII, LLC are alter egos of each other for the following reasons:

- 25 (a) According to DOLLAR GENERAL CORPORATION's SEC Form 10-
26 K filing¹, DOLGEN CALIFORNIA LLC and DG STRATEGIC VII,

27 ¹ 10-K Annual Report 04/13/2023, "Dollargeneral - US SEC Filings,"
28 <https://investor.dollargeneral.com/websites/dollargeneral/English/3100/us-sec-filings.html>
(last accessed June 18, 2025).

1 LLC are subsidiaries of DOLLAR GENERAL CORPORATION;

2 (b) According to DOLGEN CALIFORNIA LLC's and DG STRATEGIC
3 VII, LLC's most recent "Statement of Information" forms filed with the
4 California Secretary of State (<https://bizfileonline.sos.ca.gov/>) and
5 DOLLAR GENERAL CORPORATION's filings with the Tennessee
6 Secretary of State (<https://tncab.tnsos.gov/business-entity-search>),
7 DOLGEN CALIFORNIA LLC; DOLLAR GENERAL
8 CORPORATION; and DG STRATEGIC VII, LLC have the same
9 principal and/or mailing address, "100 Mission Ridge, Goodlettsville,
10 TN 37072";

11 (c) According to their "Statement of Information" forms filed with the
12 California Secretary of State, DOLGEN CALIFORNIA LLC and DG
13 STRATEGIC VII, LLC share the same agent for service of process,
14 "CSC – LAWYERS INCORPORATING SERVICE," and

15 (d) On information and belief, DOLGEN CALIFORNIA LLC; DOLLAR
16 GENERAL CORPORATION; and DG STRATEGIC VII, LLC utilize
17 the same standardized employment forms and issue the same
18 employment policies.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

20 22. Defendants operate more than 20,000 discount retail stores in 48 states
21 throughout the United States, approximately 264 of which are in California, under the "Dollar
22 General" store brand.

23 23. Upon information and belief, Defendants maintain a single, centralized Human
24 Resources (HR) department at their corporate headquarters in Goodlettsville, Tennessee, for
25 all non-exempt employees working for Defendants in California, which is responsible for the
26 recruiting and hiring of new employees, and communicating and implementing Defendants'
27 company-wide policies to employees throughout California.

28 24. In particular, on information and belief, Plaintiff and other non-party Aggrieved

1 Employees received the same standardized documents and/or written policies. Upon
2 information and belief, Defendants maintained uniform practices with respect to their
3 provision of seats (or lack thereof) in their retail stores for all non-exempt employees in
4 California, including Plaintiff and other non-party Aggrieved Employees, regardless of their
5 location or position.

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

13 26. Plaintiff alleges that Defendants' California retail stores are generally similar in
14 their layout and design and that the cashwraps could allow for the presence and use of a seat
15 or stool by Defendants' employees during the performance of their work duties at these
16 cashwraps. However, on information and belief, Defendants have designed their cashwraps to
17 require Plaintiff and other non-party Aggrieved Employees to stand while performing their
18 cashwrap work duties. Defendants could have designed their cashwraps in a manner that
19 would allow Plaintiff and other non-party Aggrieved Employees to perform cashwrap duties
20 while seated and could have provided Plaintiff and other non-party Aggrieved Employees with
21 suitable seats at the cashwraps. Instead, on information and belief, Defendants have denied
22 and continue to deny them seats altogether or deny them suitable seats. As a result, Plaintiff
23 and other non-party Aggrieved Employees are and have been forced to stand throughout the
24 day. In addition, Defendants have failed to expressly advise Plaintiff and other non-party
25 Aggrieved Employees that they could utilize seats while performing their duties.

26 27. Additionally, Defendants have not placed an adequate number of suitable seats
27 within reasonable proximity to the work areas of employees who perform duties whose nature
28 requires standing and therefore has not permitted employees to use those seats when not

1 actively engaged in performing their standing duties (i.e., during “lulls in operation”), even
2 though sitting would not interfere with the performance of their job duties.

3 28. Defendants continue to employ non-exempt employees at retail store locations
4 throughout California.

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

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

19 31. At all times herein set forth, PAGA provides that any provision of law under
20 the California Labor Code and applicable IWC Wage Order that provides for a civil penalty to
21 be assessed and collected by the LWDA for violations of the California Labor Code and
22 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
23 civil action brought on behalf of themselves and other current or former employees pursuant
24 to procedures outlined in California Labor Code section 2699.3.

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

28 33. Plaintiff and other current and former California employees of Defendants are

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

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

7 (a) The aggrieved employee or representative shall give written notice by
8 online filing with the LWDA and by certified mail to the employer of
9 the specific provisions of the California Labor Code alleged to have
10 been violated, including the facts and theories to support the alleged
11 violation.

12 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
13 2699.3(a) and any employer response to that notice shall be
14 accompanied by a filing fee of seventy-five dollars (\$75).

15 (c) The LWDA shall notify the employer and the aggrieved employee or
16 representative by certified mail that it does not intend to investigate the
17 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
18 the postmark date of the aggrieved employee’s notice. Upon receipt of
19 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
20 (65) calendar days of the postmark date of the aggrieved employee’s
21 notice, the aggrieved employee may commence a civil action pursuant
22 to California Labor Code section 2699 to recover civil penalties.

23 35. On April 8, 2025, Plaintiff provided written notice by online filing to the
24 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
25 Code alleged to have been violated, including facts and theories to support the alleged
26 violations, in accordance with California Labor Code section 2699.3. Plaintiff’s written
27 notice was accompanied with the applicable filing fees of seventy-five dollars (\$75). That
28 same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff’s written notice and

1 assigned Plaintiff PAGA Case Number LWDA-CM-1091114-25. On June 17, 2025, Plaintiff
2 filed an amended written notice by online filing to the LWDA and by certified mail to
3 Defendants of the specific provisions of the California Labor Code alleged to have been
4 violated, supplementing and/or clarifying the facts and theories to support the alleged
5 violations set forth in her original LWDA notice, in accordance with California Labor Code
6 section 2699.3. True and correct copies of Plaintiff's written notices to the LWDA and
7 Defendants are attached hereto as "Exhibit 1."

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

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

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

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

21 40. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
22 2699(a), 2699(k), 2699.3(a), and 2699.5, Plaintiff, acting in the public interest as a private
23 attorney general, seeks assessment and collection of civil penalties and injunctive relief for
24 herself, all other non-party Aggrieved Employees, and the State of California against
25 Defendants for violations of California Labor Code section 1198.

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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)

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

42. 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.

43. 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.”

44. 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.”

45. 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

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

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

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

23 48. As a result of Defendants' company-wide policy and/or practice prohibiting
24 employees from sitting during their shifts and failure to provide suitable seating to these
25 employees, as well as designing their cashwraps to require standing, Plaintiff and other non-
26 party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants'
27 failure to provide suitable seating to Plaintiff and other non-party Aggrieved Employees
28 violated and continues to violate California Labor Code section 1198 and IWC Wage Order

1 No. 7-2001, subdivision 14(A).

2 49. Plaintiff and other non-party Aggrieved Employees and the State of California
3 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
4 and (k).

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE SUITABLE SEATING**

7 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
8 **REGULATIONS, TITLE 8, SECTION 11070(14)(B)**

9 **(By Plaintiff on Behalf of the State of California and Aggrieved Employees Against all**
10 **Defendants)**

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

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

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

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

1 not interfere with the performance of their duties.”

2 54. During the relevant time period, Defendants violated California Labor Code
3 section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because
4 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls
5 in their work duties, nor were they provided with suitable seats in reasonable proximity to
6 their work areas.

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

16 56. For example, during her employment, Plaintiff experienced lulls in her work at
17 various times during a typical shift, especially when the store was not busy, such as in the
18 morning and during the last few hours that the store is open. During these lulls, when Plaintiff
19 was not actively performing tasks (which, on information and belief, Defendants would claim
20 that the nature of the work requires standing), Plaintiff could have taken a moment to sit and
21 rest her legs, back, and feet if seating was provided. Other non-party Aggrieved Employees
22 similarly were not permitted to sit during these lulls in operation and were forced to stand
23 throughout the day.

24 57. As a result of Defendants’ company-wide failure to provide seats in reasonable
25 proximity to employees’ work areas and failure to permit them to use those seats when not
26 actively engaged in what Defendants claim are standing duties, Plaintiff and other non-party
27 Aggrieved Employees were forced to stand during shifts and denied seats. Defendants’ failure
28 to provide suitable seating to Plaintiff and other non-party Aggrieved Employees violated and

continues to violate California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

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

PRAYER FOR RELIEF

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

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

As to the First Cause of Action

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

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

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

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

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

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

As to the Second Cause of Action

8. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B) as to Plaintiff

1 and other non-party Aggrieved Employees (by failing to provide suitable seating);

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

4 10. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
5 2699(k) to bring Defendants into compliance with California's seating requirements;

6 11. For attorneys' fees and costs pursuant to California Labor Code section
7 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
8 Labor Code section 1198;

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

10 13. For such other and further relief as the Court may deem equitable and
11 appropriate.

12
13 Dated: June 20, 2025

Respectfully submitted,

14 Capstone Law APC

15
16 By: Roxanna Tabatabaeepour

17 Melissa Grant
18 Roxanna Tabatabaeepour
19 Ryan Tish
20 Alexander Wallin

21 Attorneys for Plaintiff Genevieve Mefford
22
23
24
25
26
27
28

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

OLIVIA GREEN
310.556.4810 Direct
Olivia.Green@capstonelawyers.com

April 8, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Genevieve Mefford v. Dolgen California LLC, et al.*

Dear PAGA Administrator:

This office represents Genevieve Mefford in connection with her 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. Ms. Mefford was an employee of DOLGEN CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; and/or DG STRATEGIC VII, LLC. For the purpose of this letter, Ms. Mefford collectively refers to these entities as "DOLLAR GENERAL."

The employers may be contacted directly at the addresses below:

DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

DOLLAR GENERAL CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

DG STRATEGIC VII, LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

Ms. Mefford 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"). Ms. Mefford seeks relief on behalf of herself, the State of California, and other persons who are or were employed by DOLLAR GENERAL 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.

DOLLAR GENERAL employed Ms. Mefford as a non-exempt employee from approximately August 2023 to July 2024. Ms. Mefford worked for DOLLAR GENERAL as a Sales Associate and Lead Sales Associate at its retail store in Penn Valley, California (17652 Penn Valley Dr., Penn

Valley, CA 95946). Ms. Mefford typically worked eight (8) hours per day and five (5) days per week, on varying days. Ms. Mefford's job duties included, without limitation, operating the cash register, cleaning the store, counting the nightly deposit, and training and overseeing associates.

DOLLAR GENERAL committed each of the following Labor Code violations against Ms. Mefford, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1).¹ Ms. Mefford's relevant claims are as follows:

DOLLAR GENERAL's Company-Wide and Uniform HR Practices

DOLGEN CALIFORNIA LLC and DG STRATEGIC VII, LLC are Tennessee limited liability companies. DOLLAR GENERAL CORPORATION is a Tennessee corporation. Together, they own and operate more than 20,000 discount retail stores in 48 states throughout the United States, approximately 264 of which are in California, under the "Dollar General" store brand. Dollar General stores sell consumable items such as paper and cleaning products, packaged food, and health and beauty items, as well as seasonal merchandise, home products, and apparel.

Upon information and belief, DOLLAR GENERAL maintains a centralized Human Resources (HR) department at its corporate headquarters in Goodlettsville, Tennessee, for all non-exempt employees working for DOLLAR GENERAL at retail stores in California, including Ms. Mefford and other aggrieved employees. DOLLAR GENERAL 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 Ms. Mefford 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

¹ These facts, theories, and claims are based on Ms. Mefford's experience and counsel's review of those records currently available relating to Ms. Mefford'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, Ms. Mefford reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

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.*

DOLLAR GENERAL's California retail stores are generally similar in their layout and design and there was, and continues to be, space at cash wraps that would allow for the presence and use of a seat or stool by Ms. Mefford and other aggrieved employees during the performance of their work duties at the cash wraps. However, DOLLAR GENERAL has designed its cash wraps to require Ms. Mefford and other aggrieved employees to stand while performing their work duties at those locations. DOLLAR GENERAL could have provided Ms. Mefford and other aggrieved employees with suitable seats at cash wraps, with reasonable or no modification to the work area(s), but instead has denied and continues to deny them seats altogether or denies them suitable seats. As a result, Ms. Mefford and other aggrieved employees are and have been forced to stand throughout the day. In addition, DOLLAR GENERAL failed to expressly advise Ms. Mefford and other aggrieved employees that they could utilize seats while performing their duties.

During her employment, Ms. Mefford performed cashiering duties at DOLLAR GENERAL's cash wraps and spent a significant portion of her day behind the cash register. Other aggrieved employees similarly spent a portion of their day at cash wraps performing cashier duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Ms. Mefford and other aggrieved employees could have handled customer transactions and performed other similar tasks at cash wraps at any of DOLLAR GENERAL's stores while seated without affecting the quality and effectiveness of the performance of their job duties. However, as set forth herein, DOLLAR GENERAL systematically, and on a company-wide basis, does not provide seats or does not provide suitable seats at cash wraps and expressly prohibits employees from sitting while working, forcing Ms. Mefford and other aggrieved employees to stand throughout their work shifts.

DOLLAR GENERAL violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Mefford 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. DOLLAR GENERAL's management did not inform Ms. Mefford 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. DOLLAR GENERAL's failure to provide suitable seating to Ms. Mefford and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Mefford and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR GENERAL 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 under subdivision 14(B) during “lulls in operation.” *Id.*

DOLLAR GENERAL 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 her employment, Ms. Mefford experienced lulls in her work at various times during a typical shift, especially when the store was not busy, such as in the morning and during the last few hours that the store is open. During these lulls, when Ms. Mefford was not actively performing tasks (the nature of which require standing), Ms. Mefford could have taken a moment to sit and rest her legs, back, and feet if seating was provided. DOLLAR GENERAL could have provided Ms. Mefford and other aggrieved employees with a suitable seat or stool within reasonable proximity of their work areas but instead denies employees seats and forces Ms. Mefford and other aggrieved employees to stand throughout the day. Moreover, DOLLAR GENERAL did not inform Ms. Mefford and other aggrieved employees of their rights to a seat or stool under California law. DOLLAR GENERAL’s failure to provide suitable seating to Ms. Mefford and other aggrieved employees within reasonable proximity of their work areas and permit them to use those seats when not actively engaged in their standing duties violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. Mefford and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR GENERAL 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).

Ms. Mefford, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the

State of California against DOLLAR GENERAL for violations of California Labor Code section 1198 and the applicable IWC Wage Order.

Therefore, on behalf of all aggrieved employees, Ms. Mefford 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:

Olivia Green
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4810

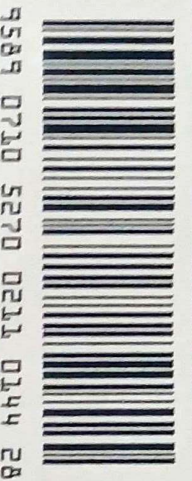
Best Regards,

A handwritten signature in black ink that reads "Olivia Green". The signature is written in a cursive, flowing style. The first name "Olivia" is larger and more prominent, with the last name "Green" written in a smaller, more compact script to its right.

Olivia Green

Copy: DOLGEN CALIFORNIA LLC (via U.S. Certified Mail); DOLLAR GENERAL CORPORATION (via U.S. Certified Mail); DG STRATEGIC VII, LLC (via U.S. Certified Mail)

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



9589 0710 5270 0211 0144 28

DG STRATEGIC VII, LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

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100 MISSION RIDGE
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2. Article Number (Transfer from service label)



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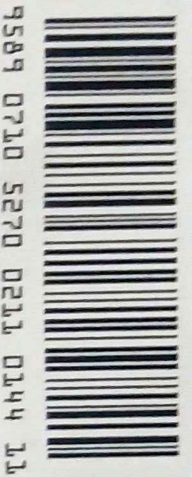
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1875 Century Park, East, 1000
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Sort \$
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V. Dallen

DOLLAR GENERAL
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GOODLETTSVILLE, TN 37072

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DOLLAR GENERAL
CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072



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2. Adult Signature Required from certified label

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Restricted Delivery

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A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

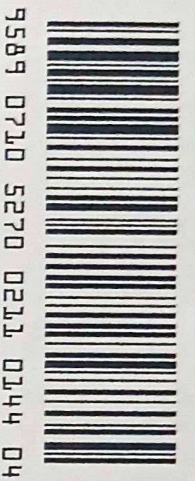
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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



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DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

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City

State

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City

DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

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DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

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Service Type

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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION

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**DG STRATEGIC VII, LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072**



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2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature

x Sheri Clinard

☐ Agent

☐ Addressee

B. Received by (Printed Name)

APR 14 2025

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

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☐ Adult Signature Restricted Delivery

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☐ Signature Confirmation™

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Restricted Delivery

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MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

June 17, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/412>)

Subject: *Genevieve Mefford v. Dolgen California LLC, et al.*
LWDA Case No. LWDA-CM-1091114-25 – AMENDED NOTICE

Dear PAGA Administrator:

This office represents Genevieve Mefford in connection with her 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. Ms. Mefford was an employee of DOLGEN CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; and/or DG STRATEGIC VII, LLC. For the purpose of this letter, Ms. Mefford collectively refers to these entities as “DOLLAR GENERAL.” We previously provided notice of Ms. Mefford’s claims to the California Labor and Workforce Development Agency (“LWDA”) on April 8, 2025, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Ms. Mefford’s prior LWDA notice and is intended to clarify the facts and theories supporting her claims.

The employers may be contacted directly at the addresses below:

DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

DOLLAR GENERAL CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

DG STRATEGIC VII, LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

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DOLLAR GENERAL employed Ms. Mefford as a non-exempt employee from approximately August 2023 to July 2024. Ms. Mefford worked for DOLLAR GENERAL as a Sales Associate and Lead Sales Associate at its retail store in Penn Valley, California (17652 Penn Valley Dr., Penn Valley, California 95946). Ms. Mefford typically worked eight (8) hours per day and five (5) days per week, on varying days. Ms. Mefford's job duties included, without limitation, operating the cash register, cleaning the store, counting the nightly deposit, and training and overseeing associates.

DOLLAR GENERAL committed each of the following Labor Code violations against Ms. Mefford, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1).¹ Ms. Mefford's relevant claims are as follows:

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DOLGEN CALIFORNIA LLC and DG STRATEGIC VII, LLC are Tennessee limited liability companies. DOLLAR GENERAL CORPORATION is a Tennessee corporation. Together, they own and operate more than 20,000 discount retail stores in 48 states throughout the United States, approximately 264 of which are in California, under the "Dollar General" store brand. Dollar General stores sell consumable items such as paper and cleaning products, packaged food, and health and beauty items, as well as seasonal merchandise, home products, and apparel.

Upon information and belief, DOLLAR GENERAL maintains a centralized Human Resources (HR) department at its corporate headquarters in Goodlettsville, Tennessee, for all non-exempt employees working for DOLLAR GENERAL at retail stores in California, including Ms. Mefford and other aggrieved employees. DOLLAR GENERAL 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 Ms. Mefford 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."

¹ These facts, theories, and claims are based on Ms. Mefford's experience and counsel's review of those records currently available relating to Ms. Mefford'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, Ms. Mefford reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

“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.*

DOLLAR GENERAL’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 Ms. Mefford and other aggrieved employees during the performance of their work duties at the cashwraps. However, DOLLAR GENERAL has designed its cashwraps to require Ms. Mefford and other aggrieved employees to stand while performing their cashwrap work duties. DOLLAR GENERAL could have designed its cashwraps in a manner that allowed Ms. Mefford 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 Ms. Mefford and other aggrieved employees. Instead, DOLLAR GENERAL designed its cashwraps to require Ms. Mefford 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, DOLLAR GENERAL prohibited Ms. Mefford and other aggrieved employees from sitting while working, and DOLLAR GENERAL’s management failed to expressly advise Ms. Mefford and other aggrieved employees that they could utilize seats while performing their duties.

During her employment, Ms. Mefford performed cashiering duties at DOLLAR GENERAL’s cashwraps and spent a significant portion of her day behind the cash register. Other aggrieved employees similarly spent a portion of their day at cashwraps performing cashier duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Ms. Mefford and other aggrieved employees could have handled cash register transactions and performed other similar tasks at cashwraps at any of DOLLAR GENERAL’s retail stores while seated without affecting the quality and effectiveness of the performance of their job duties. However, as set forth herein, DOLLAR GENERAL 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 Ms. Mefford and other aggrieved employees to stand throughout their work shifts.

DOLLAR GENERAL violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Mefford 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. DOLLAR GENERAL’s management did not inform Ms. Mefford 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. DOLLAR GENERAL’s failure to provide suitable seating to Ms. Mefford and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Mefford and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR GENERAL 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 under subdivision 14(B) during “lulls in operation.” *Id.*

DOLLAR GENERAL 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 her employment, Ms. Mefford experienced lulls in her work at various times during a typical shift, especially when the store was not busy, such as in the morning and during the last few hours that the store is open. During these lulls, when Ms. Mefford was not actively performing tasks (which, on information and belief, DOLLAR GENERAL would claim that the nature of the work requires standing), Ms. Mefford could have taken a moment to sit and rest her legs, back, and feet if seating was provided. DOLLAR GENERAL could provide Ms. Mefford and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seats and forces Ms. Mefford and other aggrieved employees to stand throughout the day. Moreover, DOLLAR GENERAL did not inform Ms. Mefford and other aggrieved employees of their rights to a seat or stool under California law. DOLLAR GENERAL's failure to provide suitable seating to Ms. Mefford 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 DOLLAR GENERAL claims are standing duties violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. Mefford and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR GENERAL 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).

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

Therefore, on behalf of all aggrieved employees, Ms. Mefford 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:

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

Best Regards,

A handwritten signature in black ink, appearing to read 'Mao Shiokura', with a stylized flourish at the end.

Mao Shiokura

Copy: DOLGEN CALIFORNIA LLC (via U.S. Certified Mail); DOLLAR GENERAL CORPORATION (via U.S. Certified Mail); DG STRATEGIC VII, LLC (via U.S. Certified Mail)

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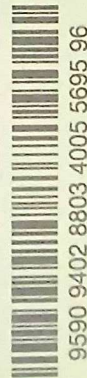
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