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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
09/29/2025
By: R. Lopez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

GENEVIEVE MEFFORD and KRISTEN
MILLER, as aggrieved employees
pursuant to the Private Attorneys General
Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiffs,

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

**FIRST AMENDED 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 Plaintiffs Genevieve Mefford and Kristen Miller, as aggrieved employees and on
2 behalf of the State of California and all other aggrieved employees, allege 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 Plaintiffs, the State of California, and other current and former employees
7 who worked for Defendants in California as a non-exempt employee at a California retail
8 store location and who suffered violations of Industrial Welfare Commission (“IWC”) Wage
9 Order No. 7-2001 subdivision 14(A) and/or (B) as set forth in this complaint at any time
10 between 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”). Plaintiffs’ 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, Plaintiffs 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 Plaintiffs’ share of the civil penalties attributable to

1 violations personally suffered are less than \$75,000. *Id.* at 1122.

2 5. Venue is proper in this Court because Defendants employ or employed persons
3 within the County of Sacramento, and have violated the requirements of the California Labor
4 Code and applicable IWC Wage Order in this county which give rise to the penalties sought in
5 this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements
6 of the California Labor Code and applicable IWC Wage Order in at least five (5) locations
7 within the County of Sacramento, including Defendants' stores located in Citrus Heights
8 (7963 Auburn Boulevard, Citrus Heights, California 95610) and Sacramento (400 Harris
9 Avenue, Sacramento, California 95838; 3701 Willow Street, Sacramento, California 95838;
10 5245 Elkhorn Boulevard, Sacramento, California 95842; and 5705 Hillsdale Boulevard,
11 Sacramento, California 95842). Pursuant to California Civil Code of Procedure section 393,
12 venue is proper for the recovery of a penalty imposed by statute in the county in which the
13 cause, or some part of the cause, arose. Because Defendants have employees in Sacramento
14 County, and Plaintiffs could bring an action filed under PAGA in any county in which an
15 aggrieved employee worked and Labor Code violations occurred, venue is proper. *Crestwood*
16 *Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

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

22 **THE PARTIES**

23 7. Plaintiff Genevieve Mefford ("Plaintiff Mefford") worked for Defendants as a
24 non-exempt employee from approximately August 2023 to July 2024. Plaintiff Mefford
25 worked for Defendants at their Dollar General store located at 17652 Penn Valley Drive, Penn
26 Valley, California 95946. During her employment, Plaintiff Mefford worked as a Sales
27 Associate and Lead Sales Associate. Plaintiff Mefford typically worked eight (8) hours per
28 day and five (5) days per week on a varied schedule. Plaintiff Mefford's job duties included,

1 without limitation, operating the cash register, cleaning the store, counting the nightly deposit,
2 and training and overseeing associates.

3 8. Plaintiff Kristen Miller (“Plaintiff Miller”) worked for Defendants as a non-
4 exempt employee from approximately September 2022 to February 2025. Plaintiff Miller
5 worked for Defendants at their Dollar General store located at 2728 South Chester Avenue,
6 Bakersfield, California 93304. During her employment, Plaintiff Miller worked as a Lead
7 Sales Associate. Plaintiff Miller typically worked eight (8) hours per day and five (5) days
8 per week on a varied schedule. Plaintiff Miller’s job duties included, without limitation,
9 operating the cash register and processing customer transactions.

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

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

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

22 12. Plaintiffs are unaware of the true names or capacities of the Defendants sued
23 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
24 amend the complaint and serve such fictitiously named Defendants once their names and
25 capacities become known.

26 13. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
27 are the partners, agents, owners, shareholders, managers, or employees of DOLGEN
28 CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; and/or DG STRATEGIC VII,

1 LLC, at all relevant times.

2 14. Plaintiffs are informed and believe, and thereon allege, that each and all of the
3 acts and omissions alleged herein was performed by, or is attributable to, DOLGEN
4 CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; DG STRATEGIC VII, LLC;
5 and/or DOES 1 through 10 (collectively, “Defendants” or “DOLLAR GENERAL”), each
6 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
7 each of the other co-Defendants and was acting within the course and scope of such agency,
8 employment, joint venture, or concerted activity with legal authority to act on the others’
9 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
10 policy of Defendants.

11 15. At all relevant times, Defendants, and each of them, ratified each and every act
12 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
13 and abetted the acts and omissions of each and all the other Defendants in proximately causing
14 the damages herein alleged.

15 16. Plaintiffs are informed and believe, and thereon allege, that each of said
16 Defendants are in some manner intentionally, negligently, or otherwise responsible for the
17 acts, omissions, occurrences, and transactions alleged herein.

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

1 18. Plaintiffs are informed and believe, and thereon allege, that at all relevant
2 times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs
3 and other non-party Aggrieved Employees because Defendants have:

- 4 (a) jointly exercised meaningful control over the work performed by
5 Plaintiffs and other non-party Aggrieved Employees;
6 (b) jointly exercised meaningful control over Plaintiffs' and other non-party
7 Aggrieved Employees' wages, hours, and working conditions, including
8 the quantity, quality standards, speed, scheduling, and operative details
9 of the tasks performed by Plaintiffs and other non-party Aggrieved
10 Employees;
11 (c) jointly required that Plaintiffs and other non-party Aggrieved
12 Employees perform work which is an integral part of Defendants'
13 businesses; and
14 (d) jointly exercised control over Plaintiffs and other non-party Aggrieved
15 Employees as a matter of economic reality in that Plaintiffs and other
16 non-party Aggrieved Employees were dependent on Defendants, who
17 shared the power to set the wages of Plaintiffs and other non-party
18 Aggrieved Employees and determined their working conditions, and
19 who jointly reaped the benefits from the underpayment of their wages
20 and noncompliance with other statutory provisions governing their
21 employment.

22 19. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
23 there has existed a unity of interest and ownership between Defendants such that any
24 individuality and separateness between the entities has ceased.

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

27 21. Adherence to the fiction of the separate existence of Defendants would permit
28 an abuse of the corporate privilege, and would promote injustice by protecting Defendants

1 from liability for the wrongful acts committed by them under the name “DOLLAR
2 GENERAL.”

3 22. Plaintiffs further allege, upon information and belief, that the Defendants
4 DOLGEN CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; and DG
5 STRATEGIC VII, LLC are alter egos of each other for the following reasons:

- 6 (a) According to DOLLAR GENERAL CORPORATION’s SEC Form 10-
7 K filing¹, DOLGEN CALIFORNIA LLC and DG STRATEGIC VII,
8 LLC are subsidiaries of DOLLAR GENERAL CORPORATION;
9 (b) According to DOLGEN CALIFORNIA LLC’s and DG STRATEGIC
10 VII, LLC’s most recent “Statement of Information” forms filed with the
11 California Secretary of State (<https://bizfileonline.sos.ca.gov/>) and
12 DOLLAR GENERAL CORPORATION’s filings with the Tennessee
13 Secretary of State (<https://tncab.tnsos.gov/business-entity-search>),
14 DOLGEN CALIFORNIA LLC; DOLLAR GENERAL
15 CORPORATION; and DG STRATEGIC VII, LLC have the same
16 principal and/or mailing address, “100 Mission Ridge, Goodlettsville,
17 TN 37072”;
18 (c) According to their “Statement of Information” forms filed with the
19 California Secretary of State, DOLGEN CALIFORNIA LLC and DG
20 STRATEGIC VII, LLC share the same agent for service of process,
21 “CSC – LAWYERS INCORPORATING SERVICE,” and
22 (d) On information and belief, DOLGEN CALIFORNIA LLC; DOLLAR
23 GENERAL CORPORATION; and DG STRATEGIC VII, LLC utilize
24 the same standardized employment forms and issue the same
25 employment policies.

26 //

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 **PAGA REPRESENTATIVE ALLEGATIONS**

2 23. Defendants operate more than 20,000 discount retail stores in 48 states
3 throughout the United States, approximately 264 of which are in California, under the “Dollar
4 General” store brand.

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

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

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

23 27. Plaintiffs allege that Defendants’ California retail stores are generally similar in
24 their layout and design and that the cashwraps could allow for the presence and use of a seat
25 or stool by Defendants’ employees during the performance of their work duties at these
26 cashwraps. However, on information and belief, Defendants have designed their cashwraps to
27 require Plaintiffs and other non-party Aggrieved Employees to stand while performing their
28 cashwrap work duties. Defendants could have designed their cashwraps in a manner that

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

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

14 29. Defendants continue to employ non-exempt employees at retail store locations
15 throughout California.

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

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

1 failed to permit them to use such seats when not actively engaged in their standing duties.

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

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

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

15 35. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
16 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
17 following requirements have been met:

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

23 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
24 2699.3(a) and any employer response to that notice shall be
25 accompanied by a filing fee of seventy-five dollars (\$75).

26 (c) The LWDA shall notify the employer and the aggrieved employee or
27 representative by certified mail that it does not intend to investigate the
28 alleged violation (“LWDA Notice”) within sixty (60) calendar days of

1 the postmark date of the aggrieved employee's notice. Upon receipt of
2 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
3 (65) calendar days of the postmark date of the aggrieved employee's
4 notice, the aggrieved employee may commence a civil action pursuant
5 to California Labor Code section 2699 to recover civil penalties.

6 36. On April 8, 2025, Plaintiff Mefford provided written notice by online filing to
7 the LWDA and by Certified Mail to Defendants of the specific provisions of the California
8 Labor Code alleged to have been violated, including facts and theories to support the alleged
9 violations, in accordance with California Labor Code section 2699.3. Plaintiff Mefford's
10 written notice was accompanied with the applicable filing fees of seventy-five dollars (\$75).
11 That same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff Mefford's
12 written notice and assigned Plaintiff Mefford PAGA Case Number LWDA-CM-1091114-25.
13 On June 17, 2025, Plaintiff Mefford filed an amended written notice by online filing to the
14 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
15 Code alleged to have been violated, supplementing and/or clarifying the facts and theories to
16 support the alleged violations set forth in her original LWDA notice, in accordance with
17 California Labor Code section 2699.3. True and correct copies of Plaintiff Mefford's written
18 notices to the LWDA and Defendants are attached hereto as "Exhibit 1."

19 37. On June 24, 2025, Plaintiff Miller provided written notice by online filing to
20 the LWDA and by Certified Mail to Defendants of the specific provisions of the California
21 Labor Code alleged to have been violated, including facts and theories to support the alleged
22 violations, in accordance with California Labor Code section 2699.3. Plaintiff Miller's
23 written notice was accompanied with the applicable filing fees of seventy-five dollars (\$75).
24 That same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff Miller's
25 written notice and assigned Plaintiff Miller PAGA Case Number LWDA-CM-1107463-25. A
26 true and correct copy of Plaintiff Miller's written notice to the LWDA and Defendants is
27 attached hereto as "Exhibit 2."

28 38. As of the filing date of this complaint, over 65 days have passed since Plaintiffs

1 sent their initial notices described above to the LWDA, and the LWDA has not responded that
2 it intends to investigate Plaintiffs' claims and Defendants have not cured the violations.

3 39. Thus, Plaintiffs have satisfied the administrative prerequisites under California
4 Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of
5 California Labor Code section 1198.

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

9 41. As set forth below, Defendants have violated provisions of both the Labor Code
10 sections regulating conditions of labor as well as the applicable IWC Wage Order,
11 specifically, Labor Code section 1198 and California Code of Regulations, Title 8, section
12 11070(14)(A)-(B).

13 42. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
14 2699(a), 2699(k), 2699.3(a), and 2699.5, Plaintiffs, acting in the public interest as private
15 attorneys general, seek assessment and collection of civil penalties and injunctive relief for
16 themselves, all other non-party Aggrieved Employees, and the State of California against
17 Defendants for violations of California Labor Code section 1198.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PROVIDE SUITABLE SEATING**

20 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
21 **REGULATIONS, TITLE 8, SECTION 11070(14)(A)**

22 **(By Plaintiffs on Behalf of the State of California and Aggrieved Employees Against all**
23 **Defendants)**

24 43. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
25 and every allegation set forth above.

26 44. California Labor Code sections 2698, *et seq.* permit Plaintiffs to recover civil
27 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
28 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants'

1 conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to
2 provide suitable seating to Plaintiffs and other non-party Aggrieved Employees as set forth
3 below.

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

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

13 47. During the relevant time period, Defendants violated California Labor Code
14 section 1198 and California Code of Regulations, Title 8, section 11070(14)(A), because
15 Plaintiffs and other non-party Aggrieved Employees were not allowed to sit, even when the
16 nature of their work would reasonably permit the use of seats, nor were they provided with
17 suitable seats. As employees assigned cashier duties, Plaintiffs’ and other non-party
18 Aggrieved Employees’ tasks, including operating the cash register, scanning items, and
19 bagging items, could be performed from a seated position. Plaintiffs and other non-party
20 Aggrieved Employees could have handled customer transactions and performed other similar
21 tasks at cashwraps at any of Defendants’ stores while seated, without affecting the quality and
22 effectiveness of the performance of their job duties.

23 48. Defendants could have designed their cashwraps in a manner that allowed
24 Plaintiffs and other non-party Aggrieved Employees to sit while performing cashwrap duties
25 and could have placed suitable seats or stools at or near each cashwrap for use by Plaintiffs
26 and other non-party Aggrieved Employees. Instead, on information and belief, Defendants
27 designed the cashwraps to require Plaintiffs and other non-party Aggrieved Employees to
28 stand at the work area(s) and did not provide suitable seats or stools they could use while

1 working at the cashwrap. In addition, upon information and belief, Defendants prohibited
2 employees from sitting while working. Defendants' management did not inform Plaintiffs and
3 other non-party Aggrieved Employees that they were allowed to sit down, provide any means
4 for them to sit down, or mention any policy regarding sitting.

5 49. For example, during their employment, when Plaintiffs performed cashiering
6 duties at the cashwrap, they were required to stand the entire time because Defendants, on
7 information and belief, designed their cashwraps for standing and did not provide suitable
8 seating for employees' use while working at cashwraps. Other non-party Aggrieved
9 Employees similarly were not permitted to sit while performing cash register duties because
10 Defendants designed their cashwraps for standing and did not provide seats or stools at the
11 cashwraps.

12 50. As a result of Defendants' company-wide policy and/or practice prohibiting
13 employees from sitting during their shifts and failure to provide suitable seating to these
14 employees, as well as designing their cashwraps to require standing, Plaintiffs and other non-
15 party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants'
16 failure to provide suitable seating to Plaintiffs and other non-party Aggrieved Employees
17 violated and continues to violate California Labor Code section 1198 and IWC Wage Order
18 No. 7-2001, subdivision 14(A).

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

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PROVIDE SUITABLE SEATING**

24 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF** 25 **REGULATIONS, TITLE 8, SECTION 11070(14)(B)**

26 **(By Plaintiffs on Behalf of the State of California and Aggrieved Employees Against all**
27 **Defendants)**

28 52. Plaintiffs incorporate by reference and re-allege as if fully stated herein each

1 and every allegation set forth above.

2 53. California Labor Code sections 2698, *et seq.* permit Plaintiffs to recover civil
3 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
4 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants’
5 conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to
6 provide suitable seating to Plaintiffs and other non-party Aggrieved Employees as set forth
7 below.

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

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

19 56. During the relevant time period, Defendants violated California Labor Code
20 section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because
21 Plaintiffs and other non-party Aggrieved Employees were not allowed to sit, even during lulls
22 in their work duties, nor were they provided with suitable seats in reasonable proximity to
23 their work areas.

24 57. Defendants did not place an adequate number of suitable seats or stools within
25 reasonable proximity to the work areas of employees who perform duties whose nature
26 requires standing, and therefore have not permitted employees to use those seats when not
27 actively engaged in performing their standing duties (i.e., during “lulls in operation”), even
28 though sitting would not interfere with the performance of their job duties. Defendants could

1 have provided Plaintiffs and other non-party Aggrieved Employees with a suitable seat or
2 stool within reasonable proximity of their work areas but instead deny employees seats and
3 force them to stand throughout the day. Moreover, Defendants did not inform Plaintiffs and
4 other non-party Aggrieved Employees of their right to a seat or stool under California law.

5 58. For example, during their employment, Plaintiffs experienced lulls in their
6 work at various times during a typical shift, especially when the store was not busy, such as in
7 the morning and during the last few hours that the store is open. During these lulls, when
8 Plaintiffs were not actively performing tasks (which, on information and belief, Defendants
9 would claim that the nature of the work requires standing), Plaintiffs could have taken a
10 moment to sit and rest their legs, backs, and feet if seating was provided. Other non-party
11 Aggrieved Employees similarly were not permitted to sit during these lulls in operation and
12 were forced to stand throughout the day.

13 59. As a result of Defendants' company-wide failure to provide seats in reasonable
14 proximity to employees' work areas and failure to permit them to use those seats when not
15 actively engaged in what Defendants claim are standing duties, Plaintiffs and other non-party
16 Aggrieved Employees were forced to stand during shifts and denied seats. Defendants' failure
17 to provide suitable seating to Plaintiffs and other non-party Aggrieved Employees violated
18 and continues to violate California Labor Code section 1198 and IWC Wage Order No. 7-
19 2001, subdivision 14(B).

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

23 PRAYER FOR RELIEF

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

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

28 //

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

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

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

7 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
8 2699(k) to bring Defendants into compliance with California's seating requirements;

9 5. For attorneys' fees and costs pursuant to California Labor Code section
10 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
11 Labor Code section 1198;

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

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

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

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

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

21 10. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
22 2699(k) to bring Defendants into compliance with California's seating requirements;

23 11. For attorneys' fees and costs pursuant to California Labor Code section
24 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
25 Labor Code section 1198;

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

27 //

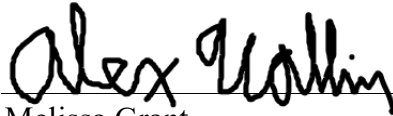
28 //

1 13. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: September 26, 2025

Respectfully submitted,

Capstone Law APC

6
7 By: _____

8 Melissa Grant

Roxanna Tabatabaeepour

Ryan Tish

Alexander Wallin

10 Attorneys for Plaintiffs Genevieve Mefford and
11 Kristen Miller
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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

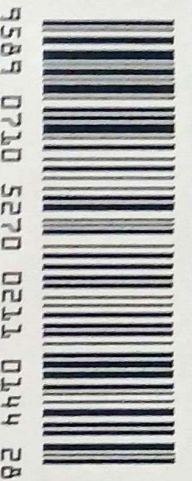
Best Regards,

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



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DG STRATEGIC VII, LLC
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GOODLETTSVILLE, TN 37072

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☐ Addressee

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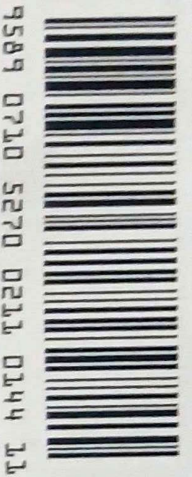
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3. Service Type
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| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

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

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Capstone Law, APC
1875 Century Park, East, 1000
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CORPORATION
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GOODLETTSVILLE, TN 37072

PS Form 3800, January 2023 PSN 7530-02-000-9053 See Reverse for Instructions

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DOLLAR GENERAL
CORPORATION
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☐ Addressee

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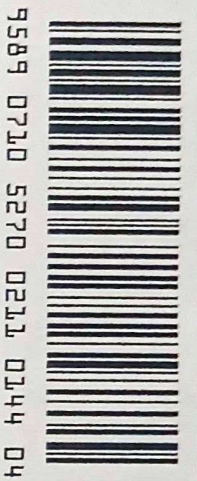
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If YES, enter delivery address below: ☐ No

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
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Signature
Merrill V. Duben

DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

Postage

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GOODLETTSVILLE, TN 37072

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- C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes ☐ No
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- Service Type
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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. DOLLAR GENERAL CORPORATION 100 MISSION RIDGE GOODLETTSVILLE, TN 37072  9590 9402 8803 4005 5695 58 2. Article Number (Transfer from service label) 9589 0710 5270 0211 0144 11	A. Signature xSheri Clinard ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery APR 14 2025 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No E. Service Type ☐ Priority Mail Express® ☐ Adult Signature ☐ Registered Mail™ ☒ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Delivery ☒ Certified Mail® ☐ Signature Confirmation™ ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery
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	

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**DG STRATEGIC VII, LLC
100 MISSION RIDGE
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2. Article Number (Transfer from service label)

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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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☐ Collect on Delivery Restricted Delivery

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

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

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, 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:

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."

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)

2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 2820 2821 2822 2823 2824 2825 2826 2827 2828 2829 2830 2831 2832 2833 2834 2835 2836 2837 2838 2839 2840

DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
WOODLETTSVILLE, TN 37072

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

9590 9402 8803 4005 5696 02

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

Domestic Return Receipt

A. Signature

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

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

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Service Type

☐ Adult Signature ☐ Adult Signature Restricted Delivery

☒ Certified Mail®
☐ Certified Mail Restricted Delivery®

☐ Collect on Delivery

Collect on Delivery Restricted Delivery

Mail Restricted Delivery

1

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Domestic Return Receipt

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Journal of Management Education

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DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

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



7022 2410 0000 2265 2230

DOLLAR GENERAL
CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.

DOLLAR GENERAL
CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072



9590 9402 8803 4005 5695 89

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2230

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072



9590 9402 8803 4005 5696 02

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2223

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Sheri Clinard

☐ Agent☐ Addressee

B. Received by (Printed Name)

JUN 20 2025

C. Date of Delivery

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

E. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

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all Restricted Delivery

D)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

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1.

DOLLAR GENERAL
CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072



9590 9402 8803 4005 5695 89

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2230

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Sheri Clinard

☐ Agent☐ Addressee

B. Received by (Printed Name)

JUN 20 2025

C. Date of Delivery

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

E. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail

stricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation

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



9590 9402 8803 4005 5695 96

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2216

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Sheri Clinard

☐ Agent☐ Addressee

B. Received by (Printed Name)

JUN 20 2025

C. Date of Delivery

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

E. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail

all Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

EXHIBIT “2”

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

June 24, 2025

VIA ONLINE SUBMISSION

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

Subject: *Kristen Miller v. Dolgen California LLC, et al.*

Dear PAGA Administrator:

This office represents Kristen Miller 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. Miller was an employee of DOLGEN CALIFORNIA LLC; DOLLAR GENERAL CORPORATION; and/or DG STRATEGIC VII, LLC. For the purpose of this letter, Ms. Miller 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. Miller 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. Miller 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. Miller as a non-exempt employee from approximately September 2022 to February 2025. Ms. Miller worked for DOLLAR GENERAL as a Lead Sales Associate at its retail store in Bakersfield, California (store #18805, located at 2728 South Chester

Avenue, Bakersfield, California 93304). Ms. Miller typically worked 4-8 hours per day and 3-5 days per week, on varying days. Ms. Miller's job duties included, without limitation, operating the cash register and processing customer transactions.

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

DOLLAR GENERAL's Company-Wide and Uniform HR Practices

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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. Miller 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. Miller and other aggrieved employees, regardless of their location or position.

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"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

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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. Miller and other aggrieved employees during the performance of their work duties at the cashwraps. However, DOLLAR GENERAL has designed its cashwraps to require Ms. Miller 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. Miller 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. Miller and other aggrieved employees. Instead, DOLLAR GENERAL designed its cashwraps to require Ms. Miller 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. Miller and other aggrieved employees from sitting while working, and DOLLAR GENERAL's management failed to expressly advise Ms. Miller and other aggrieved employees that they could utilize seats while performing their duties.

During her employment, Ms. Miller 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. Miller 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. Miller 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. Miller 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. Miller 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. Miller and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Miller 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 placed within reasonable proximity to their work area(s) 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. Miller experienced lulls in her work at various times during a typical shift, especially when the store was not busy. During these lulls, when Ms. Miller was not actively performing tasks (which, on information and belief, DOLLAR GENERAL would claim that the nature of the work requires standing), Ms. Miller could have taken a moment to sit and rest her legs, back, and feet if seating was provided. DOLLAR GENERAL could provide Ms. Miller and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seats and forces Ms. Miller and other aggrieved employees to stand throughout the day. Moreover, DOLLAR GENERAL did not inform Ms. Miller 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. Miller 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. Miller 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. Miller, 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. Miller 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)

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



7022 2410 0000 2265 2261

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

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.

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



9590 9402 8803 4005 5688 03

2.

7022 2410 0000 2265 2261

(over 5000)

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- Service Type
 - ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
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 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

Postmark

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

PS Form 3800, April 2013 PSN 7530-02-000-9047 See back for instructions

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



7022 2410 0000 2265 2278

DOLLAR GENERAL
CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

U.S. Postal Service[™]
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Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ C
☐ A
☐ A
Postage \$
Total \$
Sent \$
Street
City, State, ZIP+4[®]

DOLLAR GENERAL
CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

DOLLAR GENERAL
CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072



9590 9402 8803 4005 5688 10

Article Number (transfer from service label)

7022 2410 0000 2265 2278

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

COMPLETE THIS SECTION ON DELIVERY

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail[®]
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2265 2285

DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
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For delivery information, visit our website at www.usps.com®.

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Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Restricted Delivery \$

☐ Signature Confirmation[™] \$

☐ Signature Confirmation[™] Restricted Delivery \$

☐ Insured Mail[®] \$

☐ Registered Mail[™] \$

☐ Registered Mail[™] Restricted Delivery \$

☐ Priority Mail Express[®] \$

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☐ Registered Mail[™] Restricted Delivery \$

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☐ Registered Mail[™] Restricted Delivery \$

☐ Signature Confirmation[™] \$

☐ Signature Confirmation[™] Restricted Delivery \$

☐ Insured Mail[®] \$

☐ Registered Mail[™] \$

☐ Registered Mail[™] Restricted Delivery \$

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☐ Registered Mail[™] \$

☐ Registered Mail[™] Restricted Delivery \$

☐ Signature Confirmation[™] \$

☐ Signature Confirmation[™] Restricted Delivery \$

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☐ Signature Confirmation[™] \$

☐ Signature Confirmation[™] Restricted Delivery \$

☐ Insured Mail[®] \$

☐ Registered Mail[™] \$

☐ Registered Mail[™] Restricted Delivery \$

☐ Priority Mail Express[®] \$

☐ Registered Mail[™] \$

MILERS V.

06

Postmark

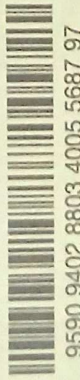
DOLGEN CALIFORNIA LLC
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GOODLETTSVILLE, TN 37072

PS Form 3811, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072



9590 9402 8803 4005 5687 97

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2285

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐
- ☒ Addressee ☐

Received by (Printed Name) C. Date of Delivery

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

- Service Type ☐ Priority Mail Express[®]
- ☐ Adult Signature ☐ Registered Mail[™]
- ☐ Adult Signature Restricted Delivery ☐ Registered Mail[™] Restricted Delivery
- ☒ Certified Mail[®] ☐ Signature Confirmation[™]
- ☐ Certified Mail[®] Restricted Delivery ☐ Signature Confirmation[™] Restricted Delivery
- ☐ Collect on Delivery ☐ Restricted Delivery
- ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail[®]
- ☐ Insured Mail[®] Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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DOLGEN CALIFORNIA LLC
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072



9590 9402 8803 4005 5687 97

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2285

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Sheri Clinard

☐ Agent
☐ Addressee

Received by (Printed Name)

JUN 27 2025

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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DOLLAR GENERAL CORPORATION
100 MISSION RIDGE
GOODLETTSVILLE, TN 37072



9590 9402 8803 4005 5688 10

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2278

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Sheri Clinard

☐ Agent
☐ Addressee

3. Received by (Printed Name)

JUN 27 2025

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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



9590 9402 8803 4005 5688 03

2.

7022 2410 0000 2265 2261

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Sheri Clinard

☐ Agent☐ Addressee

B. Received by (Printed Name)

JUN 27 2025

C. Date of Delivery

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

J. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

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

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **September 26, 2025**, I served the document described as **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Andrew W. Russell
arussell@mcguirewoods.com
Peter J. Choi
pchoi@mcguirewoods.com
Matthew D. Whitney
MWhitney@mcguirewoods.com
McGUIRE WOODS LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067

Attorneys for Defendant
DOLGEN CALIFORNIA LLC
DOLLAR GENERAL CORPORATION
DG STRATEGIC VII, LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **September 26, 2025**, at Los Angeles, California.

Sophia Flores

Type/Print Name



Signature