

1 JAMES HAWKINS APLC
2 JAMES R. HAWKINS SBN 192925
3 GREGORY MAURO, SBN 222239
4 MICHAEL CALVO, SBN 314986
5 9880 Research Drive, Suite 200
6 Irvine, California 92618
7 Telephone: (949) 387-7200
8 Facsimile: (949) 387-6676
9 James@jameshawkinsaplc.com
10 Greg@jameshawkinsaplc.com
11 Michael@jameshawkinsaplc.com

12 Attorneys for Plaintiff JASON A. RODRIGUEZ
13 on behalf of the general public as private attorney general

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF KERN**

16 JASON A. RODRIGUEZ, individually and on
17 behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 FAMILY DOLLAR, INC., a North Carolina
21 Corporation and DOES 1-50, inclusive,

22 Defendant.

Case No. BCV-23-100786

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Judge: Hon. Thomas S. Clark
Date: August 27, 2024
Time: 10:00 a.m.
Dept.: 17

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff Jason A. Rodriguez (hereinafter referred to as “Plaintiff” or “Rodriguez”) who commenced this PAGA action on behalf of Aggrieved Employees. I submit this declaration in support of Plaintiffs’ Motion to Approve PAGA Settlement, which Plaintiffs filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. A true and correct copy of the Stipulation of PAGA Settlement and Release (“Settlement Agreement”), is attached as hereto as Exhibit 1. A true and correct copy of the proposed Notice of Settlement to Settlement Group Members is attached hereto as Exhibit 2.

PROCEDURAL HISTORY

3. On January 6, 2023, Rodriguez submitted on behalf of himself, other allegedly aggrieved employees, and the State of California, a notice to the California Labor and Workforce Development Agency (“LWDA”) (the “Rodriguez LWDA Notice”) alleging numerous Labor Code violations.¹ The Rodriguez LWDA Notice sought to pursue penalties on behalf of all California non-exempt employees of Family Dollar. On March 14, 2023, Rodriguez filed a single cause of action for civil penalties under PAGA alleging the same wage-and-hour claims asserted in the Rodriguez LWDA Notice (“Rodriguez PAGA Action”).

Rodriguez is represented by the law firm James Hawkins APLC.

4. On August 28, 2023, after service of each complaint, Family Dollar filed a Motion to Compel Arbitration and Stay all Proceedings in both the Rodriguez PAGA Action and Rios PAGA Action. Those motions asserted that Rodriguez and Rios would each need to

¹ Rodriguez simultaneously filed a class action complaint in this Court (Case No. BCV-23-100064), alleging nine causes of action based on labor code violations, and a violation of Business and Professions Codes section 17200. After being served, Family Dollar removed that action to the Federal Court for the Eastern District of California, on March 28, 2023 (Case No. 1:23-cv-00466-ADA-CDB). In light of Rodriguez and Family Dollar’s mutual arbitration agreement, Rodriguez dismissed that action on April 25, 2023.

1
2 proceed with individual arbitration to establish their own aggrieved status, before either could
3 proceed with their PAGA representative actions. Subsequently, in the fall of 2023, Plaintiffs
4 and Family Dollar agreed to mediate this action with Hon. Angela Bradstreet (Ret.), former
5 California Labor Commissioner and retired Judge of the San Francisco County Superior Court.
6 The parties stipulated to stay each case pending mediation, which was granted.

7 5. In advance of the mediation, the Parties exchanged extensive substantive
8 information pertaining to the claims and engaged in numerous discussions regarding the factual
9 and legal issues surrounding this case. Family Dollar produced voluminous pages of
10 information and data, including Plaintiffs' personnel files, policies, handbooks, time and payroll
11 records reflecting time punches at the start of employees' shifts, and at the end of the shift.
12 Family Dollar provided substantial information concerning the potential size of the PAGA
13 group, the total number of workweeks and pay periods at issue, and other summary data related
14 to the alleged Settlement Group Members. Family Dollar also provided extensive information
15 regarding its punch guarding systems and practices. Plaintiffs reviewed the entire record
16 produced. Plaintiffs retained an expert to review and analyze Family Dollar's data and prepare
17 a model for potential penalties recoverable on behalf of non-exempt California Family Dollar
18 store employees ("Settlement Group Members").

19 6. On February 20, 2024, the Parties participated in an all-day mediation with Judge
20 Bradstreet. This was both a thorough and exhaustive process, based on an informed, good faith
21 arms-length negotiation after exchange of extensive evidence and information about the claims
22 and defenses of the PAGA claims and theories asserted. The Parties exchanged mediation
23 briefs, information, and data on their own analysis of time data for Plaintiffs and Family
24 Dollar's allegedly aggrieved employees. As a result of the Parties' efforts, the matter was fully
25 resolved. Thereafter, the Parties worked together to finalize the terms of the long form
26 settlement agreement that is now placed before this Court for approval.

27 7. On April 19, 2024, Rodriguez submitted an amended notice to the LWDA, to
28 conform his notice to the claims raised prior to mediation and mediated for the purposes of the
Parties' Settlement ("Amended LWDA Notice"). Specifically, Rodriguez's Amended LWDA

1 Notice was the “Proposed Consolidated First Amended PAGA Representative Action
2 Complaint Pursuant To The Private Attorneys General Act” (“Proposed Consolidated
3 Complaint”) now pending before this Court. Through the Amended LWDA Notice and
4 Proposed Consolidated Complaint, Plaintiffs have alleged that Family Dollar failed to: (1)
5 provide meal and rest periods; (2) pay overtime and minimum wages; (3) pay wages at
6 termination, (4) pay wages during employment; (5) provide accurate wage statements; (6)
7 reimburse business expenses; (7) pay sick pay; (8) pay wages through a compliant instrument;
8 (9) provide suitable seating; (10) maintain required records; as well as a claim for retaliation for
9 disclosing a violation of state or federal statute, or a violation of or noncompliance with a local,
10 state, or federal rule or regulation (the “PAGA Theories”).²

11 **SETTLEMENT TERMS**

12 8. The Settlement Agreement negotiated by the parties provides for Family Dollar
13 to pay \$460,000.00 as the Total Settlement Amount (“TSA”). This TSA is inclusive of the
14 LWDA Payment, Settlement Administration Fees, Attorneys’ Fees and Costs, Enhancement
15 Award to Plaintiffs, and individual penalty payments to the Settlement Group Members.
16 Specifically, once the Court-approved totals for the Settlement Administration Fees (not to
17 exceed \$30,000.00), Attorneys’ Fees and Costs amounts (\$153,333.00 in fees plus \$35,000.00 in
18 costs requested), and Plaintiffs’ Enhancement Awards (\$7,500 requested for each of the
19 Plaintiffs) are deducted from the TSA, the remainder shall be distributed at 75% to the LWDA
20 and 25% to the Settlement Group Members. This 75/25 percentage allocation is required by
21 Labor Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

22 9. Based on the amounts requested, the amount estimated to be distributed to the
23 LWDA and Settlement Group Members is \$243,310.79 with 75% going to the LWDA in the
24 amount of approximately \$182,483.099 and the remaining 25% going to the Aggrieved
25 Employees in the amount of approximately \$60,872.70. The payment to each Settlement Group
26 Member shall be based on the number of his or her Pay Periods worked in the PAGA Period in
27

28 ² As set forth in the Proposed Consolidated Complaint, Plaintiffs assert a number of
factual theories underlying each alleged set of violations of the California Labor Code to
support a claim for civil penalties under PAGA.

1 relation to the aggregate number of Pay Periods worked by the Settlement Group during the
2 PAGA Period.

3
4 10. The Settlement Group Members are comprised as “all current and former hourly,
5 non-exempt store employees of Family Dollar in California who were paid wages at any time
6 [from May 11, 2021, through the date the Court approves this PAGA settlement].” Agreement
7 at § 1(q). The Covered Period for which the settlement will release PAGA claims is the same.
8 Agreement at § 1(c). There are approximately 7,500 Settlement Group Members who worked
9 approximately 117,800 pay periods between May 11, 2021, and December 29, 2023. This
10 means the value of the TSA per total pay period is approximately \$3.90. However, that figure
11 would assume a violation in every pay period across all Settlement Group Members. The value
12 per pay periods with a rebuttable presumption of a meal period violations equals approximately
13 \$34 per pay period.

14 **VALUATION OF SETTLEMENT**

15 11. In light of the PAGA theories asserted and Family Dollar’s policies, procedures,
16 and arguments presented, Settlement Group Members’ recovery compares favorably to the
17 estimated amount of PAGA penalties. Prior to mediation, Family Dollar provided data and
18 information that showed there were 117,764 pay periods between February 17, 2022, and
19 September 2, 2023.

20 12. Based on the data provided, Family Dollar’s time records reflect that overtime
21 compensation was paid to non-exempt employees in California. Turning to Plaintiffs’ meal and
22 rest period theories, with the assistance of an expert, Plaintiffs’ calculated that at most there
23 were 13,437 pay periods where a statutorily compliant meal period was not reflected in
24 employees’ time records. Assuming a PAGA default penalty of \$100 for each of those pay
25 periods, Plaintiffs assert this equals a potential exposure of \$1,343,700.00 for meal period
26 violations.

27 13. Plaintiffs, however, recognize that this total does not take into account any
28 potential discount by the Court and do not take into account *Donahue*, *Domingo*, and Family
Dollar’s evidence of its punch guarding system. As discussed above, a Court may award a

1
2 lesser amount than the maximum civil penalty based on the facts and circumstances of the
3 matter. Family Dollar asserts that there are no underlying Labor Code violations and no basis
4 for the award of any penalties under PAGA. For example, Family Dollar contends that when
5 punch guarding and premiums are taken into account, Family Dollar has fully complied with
6 California's meal and rest break requirements. Family Dollar also contends that, even if
7 penalties were awarded for any purported Labor Code violation, penalties under PAGA cannot
8 be stacked: at most, just one PAGA penalty can be awarded to an aggrieved employee in any
9 one pay period. See Labor Code section 2699(f)(2) (authorizing awardable PAGA penalties to
10 be measure by "each aggrieved employee per pay period"); *Smith v. Lux Retail North America,*
11 *Inc.*, No. C 13-01579 WHA, 2013 WL 2932243, at *3-4 (N.D. Cal. June 13, 2013) (emphasis in
12 original) (rejecting a pleading that sought the "stacking of penalties"; "[f]or the single mistake
13 of failing to include commissions in the overtime base, plaintiff has asserted *five* (count them,
14 five) separate labor code violations that could lead to statutory penalties;" "is it plausible that
15 we would really pile one penalty on another for a single substantive wrong?"; noting that "no
16 actual holding in any judicial decision has ever blessed such stacking").

17 14. In light of the above, Plaintiffs recognize that there were significant risks in
18 proceeding in litigation of this matter. Plaintiffs faced risks of not prevailing on the merits,
19 prevailing on certain claims for certain periods, reduced penalty amounts awarded by the trial
20 Court, and reversal on appeal.

21 15. The Total Settlement Amount calculates to approximately \$34 per pay period in
22 which Plaintiffs calculated a rebuttable presumption of a meal period violation (\$460,000 /
23 13,473 pay periods = \$34.14). This means the per pay period value is approximately 34% of the
24 potential \$1,343,700.00 in default PAGA penalties Plaintiffs calculate for pay periods with a
25 rebuttable presumption of a meal period violation. Notably, this percentage is reflective of
26 courts' reduction PAGA penalties following a trial and where finding of liability is determined,
27 as discussed above. Moreover, this Settlement provides for the recovery of penalties under
28 PAGA now, rather than in the future to some undetermined date and undetermined amounts.
Based on Family Dollar's potential defenses to the violations at issue, the risks and costs of

1 continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and
2 reasonable.

3
4 16. Despite the complexity of the case, Plaintiffs' counsel has, through the
5 investment of substantial effort and the resources of my law firm and co-counsel been able to
6 secure an outstanding settlement on behalf of the Aggrieved Employees. Plaintiffs would have
7 faced substantial legal and factual obstacles in demonstrating that class certification was
8 appropriate. Plaintiffs would also have been required to establish a significant amount of
9 witness testimony, pattern and practice evidence, statistical evidence, sampling evidence, expert
10 testimony, and other evidence in order to present their case both at the class certification stage
11 and trial. Defendant vigorously contested liability, the amount of claimed damages, and the
12 propriety of class certification, and would have continued to do so through trial. Accordingly, I
13 believe the Settlement to be fair, reasonable, and adequate and in the best interests of the
14 Aggrieved Employees. The fairness and adequacy of the Settlement is confirmed by all known
15 facts and circumstances, including the risk of significant delay and uncertainty associated with
16 litigation, the various defenses asserted by Defendant, and numerous potential appellate issues.

17 **COUNSEL'S EXPERIENCE**

18 17. I have a great deal of experience in wage and hour class action litigation. I have
19 obtained certification of several classes, I have been approved as class counsel in many other
20 wage/hour class actions, and I am currently litigating numerous others. Although not an all
21 inclusive list, over the years I have prosecuted the following class action matters as lead and/or
22 co-lead counsel, all of which implicated similar law and facts to those associated with this
23 action:

24 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
25 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
26 premium wages for meal period and rest periods and resultant penalties. Class
27 Notice pending.

28 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT-
Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime

1 for mis-classification of insurance claims adjusters employed by Gallagher Bassett, a
2 third party administrator (TPA) in the State of California. Certification granted.

3 Plaintiffs' counsel co-lead counsel. Case settled, Final Approval granted, no
4 objections and funds fully distributed.

5
6 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
7 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
8 overtime and meal and rest break violations for production workers in the State of
9 California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final
10 Approval granted, no objections and funds fully distributed.

11 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
12 Wage and Hour Class Action case seeking past wages for meal and rest period
13 violations for retail employees in the State of California. Plaintiffs' counsel
14 appointed co-lead counsel. Case settled, Final Approval granted, no objections and
15 funds fully distributed.

16 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
17 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
18 rest period violations for retail employees in the State of California. Plaintiffs'
19 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
20 objections and funds fully distributed.

21 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
22 County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking
23 past wages for overtime, meal and rest break violations for driver employees in the
24 State of California. Settlement for "binding arbitration." Arbitration Award for
25 Plaintiff Class. Arbitration Award confirmed. Plaintiffs' counsel, lead trial counsel
26 and class counsel.

27 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
28 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
overtime, meal and rest breaks violations for production employees in the State of

1 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final
2 Approval granted, no objections and funds fully distributed.

3
4 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
5 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
6 wages for overtime, meal and rest break violations for production employees in the
7 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
8 Final Approval granted, no objections and funds fully distributed.

9 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
10 05CC00293. Wage and Hour Class Action seeking past wages for unlawful
11 deductions, meal and rest break violations for restaurant employees in the State of
12 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final
13 Approval granted and funds fully distributed.

14 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court,
15 Case No. 05CC00013. Wage and Hour Class Action seeking past wages for
16 overtime, meal and rest break violations for security officers in the State of
17 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
18 Approval granted, no objections and funds fully distributed.

19 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
20 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
21 seeking past wages for meal and rest break violations for security officers employed
22 by defendant in the State of California. Plaintiffs' counsel and co-counsel. Case
23 settled, Final Approval granted and funds fully distributed.

24 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior
25 Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for
26 overtime, meal and rest break violations for housekeepers employed by defendant in
27 the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
28 Final Approval granted, no objections and funds fully distributed.

m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,

1 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal
2 and rest period violations for non-exempt employees employed by defendant in the
3 state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff
4 has petitioned the Court for Lead Counsel.

5
6 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
7 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
8 wages for field and branch employees of defendant in the State of California.
9 Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final
10 Approval.

11 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case
12 No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
13 employees of defendant in the State of California. Plaintiffs' counsel appointed as
14 lead counsel. Case settled, Final Approval granted, no objections and funds fully
15 distributed.

16 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
17 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
18 break violations for security guards employed by defendant in the State of California.
19 Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted,
20 no objections and funds fully distributed.

21 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
22 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
23 rest break violations for production employees employed by defendant in the State of
24 California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval
25 granted, no objections and funds fully distributed.

26 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case
27 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
28 break violations for restaurant employees employed by defendant in the State of
California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final

1 Approval granted, no objections and funds fully distributed.

2 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No.
3 BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
4 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
5 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
6 Approval granted, no objections and funds fully distributed.

7 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case
8 No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and
9 rest break violations for retail employees employed by defendant in the State of
10 California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval
11 granted, no objections and funds fully distributed.

12 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
13 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
14 classification of managers employed by Defendant in the State of California.
15 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
16 objections and funds fully distributed.

17 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court,
18 Case No. 07CC01347. Wage and Hour Class Action seeking past wages for
19 overtime, meal and rest break violations for production workers employed by
20 defendant in the State of California. Plaintiffs' counsel appointed lead counsel.
21 Cased settled; final approval granted; no objections and funds fully distributed.

22 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
23 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,
24 meal and rest period violations for production employees employed by defendant in
25 the State of California. Plaintiff counsel appointed as lead counsel. Case settled,
26 Final Approval granted, no objections and funds fully distributed.

27
28 18. Our firm served as class counsel in a number of significant wage and hour
settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest

1 wage and hour class action settlement in California history at \$130,000,000. During this case,
2 Plaintiffs appealed a decertification order. This case involved several appeals. The appellate
3 record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-
4 volume reporters transcript, five briefs, four letter briefs, two motions for judicial notice, a
5 motion to augment the record, and several additional letters informing the appellate court of new
6 legal authority issued after *Dukes*. The matter was argued to and submitted by the Court of
7 Appeal on September 15, 2016, and on November 21, 2016, the decertification order was
8 reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut*
9 *Corporation* (“*Lubin*”), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of
10 the Court of Appeal decision to the California Supreme Court. The Supreme Court denied
11 Wackenhut’s petition for review of *Lubin*. The Court of Appeal issued remittitur on April 10,
12 2017. Eventually through more litigation, the parties were able to secure the 130 million
13 settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles
14 Superior Court.

15
16 19. Here, the Parties’ agreement to pay Class Counsel Fees of up to \$153,333.00 (i.e.
17 1/3 of the GSA) is reasonable. My firm and I along with co-counsel have been the only counsel
18 to represent Plaintiffs and the Settlement Class in this matter, and we have borne the entire risk
19 and cost of this litigation on a pure contingency fee basis. The legal issues raised drew
20 significantly upon my experience and the experience and the extensive review and analysis of
21 documents and information by me and others at my firm and our co-counsel. In a complex
22 action such as this, the proposed attorneys’ fees are, at the very least, on the low side of the
23 market rate for contingency fees. The requested fees are justified by the work performed.
24 Finally, my firm’s and co-counsel’s lodestar far exceeds the amount requested, and thus the
25 amount requested is reasonable.

26 20. My firm on behalf of Plaintiff and the Settlement Group has invested **159.20**
27 documented hours litigating this matter through the date of this declaration for a total lodestar of
28 **\$118,690.00** in fees, broken down as follows: my rate of \$950 per hour x 54.70 hours =
\$51,965.00; Gregory Mauro’s rate of \$850 per hour x 70.50 documented hours = \$59,925.00;

1
2 and paralegal Melissa Whitson's rate of \$200 x 34.0 hours = \$6,800.00.

3 21. Finally the award of litigation expenses is based upon the actual expenses
4 incurred by Plaintiff and Plaintiff's Counsel, and were all reasonably necessary to the litigation,
5 and are detailed in **Exhibit 3** attached hereto. Under the Agreement, Plaintiffs' Counsel will be
6 recovering litigation expenses in the total amount of \$35,000.00. My firm's litigation expenses
7 to date are \$9,050.93.

8 22. Approximately 7,500 Settlement Group Members will share a \$460,000.00
9 settlement fund due entirely to the effort and commitment of Plaintiffs. Subject to Court
10 approval, therefore, the Settlement provides for an Enhancement Payment of \$7,500.00 to each
11 Plaintiff. The Enhancement Payment is fair and reasonable compensation for Plaintiffs' efforts
12 in pursuing the action, serving as private attorneys general under PAGA, assisting counsel with
13 the litigation and settlement, regularly conferring with counsel on the status of their case and the
14 strategies for prosecuting the claims, reviewing the proposed settlement to ensure that its terms
15 are fair and provide adequate relief for the Settlement Class, and for signing a general release of
16 their individual claims in addition to the PAGA Settlement.

17 23. The California Labor Workforce Development Agency ("LWDA") is being
18 served with a copy of this motion with the Settlement Agreement through the online process as
19 required by Labor Code § 2699(l). This service on the LWDA is verified in the separately filed
20 proof of service.

21 24. Attached herein as **Exhibit 4** is a true and correct copy of Plaintiffs' Amended
22 LWDA Notice and Proposed Consolidated First Amended PAGA Representative Action
23 Complaint.

24 I declare under penalty of perjury that the foregoing is true and correct. Executed on
25 August 5, 2024 at Irvine, California.

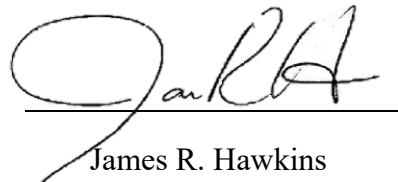
26
27 
James R. Hawkins

EXHIBIT 1

STIPULATION OF PAGA SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, subject to the approval of the Court, pursuant to Labor Code section 2698, *et seq.*, (“PAGA”) and, in particular, section 2699(1)(2), that this Settlement shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Stipulation of PAGA Settlement and Release (“Agreement” or “Settlement”).

This Agreement is made by and between plaintiff Jason A. Rodriguez (“Rodriguez”) and plaintiff Joseph Raymond Rios (“Rios”) (collectively, “Plaintiffs”) for themselves and on behalf of other Settlement Group Members (defined below) and the State of California, and defendant Family Dollar, LLC (“Family Dollar”). (Plaintiffs and Family Dollar, as defined herein, are collectively referred to as the “Parties”).

The Parties agree that the Litigation (as defined below) shall be ended, settled, resolved, and concluded by agreement of Family Dollar to pay the maximum sum of Four Hundred Sixty Thousand Dollars and No Cents (\$ 460,000.00) (hereinafter referred to as the “Total Settlement Amount”), which covers the Employees’ Payment, Plaintiffs’ Payments, the LWDA Payment, Plaintiffs’ Counsel’s Fees and Expenses Payment, and the Settlement Administration Fee (all defined below).

Section 1. Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) “Family Dollar’s Counsel” means:

Ryan D. Derry
Emily J. Stover
Paul Hastings LLP
101 California Street, Forty-Eighth Floor
San Francisco, California 94111
Telephone: (415) 856-7000 / Facsimile: (415) 856-7192

(b) “Court” means the Superior Court of the State of California for the County of Kern.

- 1 (c) "Covered Period" means May 11, 2021 to the date that the Court approves this
2 Settlement.
- 3 (d) "Covered Pay Periods" means the number of pay periods during which each
4 Settlement Group Member was employed as a Family Dollar hourly non-exempt
5 employee in California during the Covered Period.
- 6 (e) "Net Settlement Amount" is the amount from the Total Settlement Amount that is
7 available for distribution to Settlement Group Members ("Settlement Shares"), and
8 the LWDA Payment after deduction for (i) the Plaintiffs' Counsel's Fees and
9 Expenses Payment; (ii) the Settlement Administration Fee; and (iii) the Plaintiffs'
10 Payments.
- 11 (f) "Effective Date" means the date this Agreement shall be effective upon the earliest
12 date, following entry of an order by the Court approving the Settlement, upon which
13 one of the following has occurred: (i) expiration of all potential appeal periods
14 without a filing of a notice of appeal of the order; (ii) final affirmance of the order
15 by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of
16 all such appeals (including any petitions for review, rehearing, certiorari, etc.) such
17 that the order is no longer subject to further judicial review. The Effective Date
18 shall only apply if the Court has approved the Settlement.
- 19 (g) "Employees' Payment" means the total amount of the Net Settlement Amount that
20 shall be distributed to Settlement Group Members subject to the "Settlement Share"
21 calculation set forth below.
- 22 (h) "LWDA" means the California Labor and Workforce Development Agency.
- 23 (i) "Rodriguez" means the civil action titled "*Jason A. Rodriguez, individually and on*
24 *behalf of all others similarly situated, Plaintiff v. Family Dollar, Inc., A North*
25 *Carolina Corporation and DOES 1-50, inclusive, Defendant,*" pending before the
26 Superior Court of California, County of Kern, No. BCV-23-100786.
- 27 (j) "Rodriguez's Counsel" means:
28 James R. Hawkins
Gregory Mauro

Michael Calvo
 Lauren Falk
 Ava Issary
 James Hawkins APLC
 9880 Research Drive, Suite 200
 Irvine, CA 92618
 Telephone: (949) 387-7200 / Facsimile: (949) 387-6676

(k) “Rios” means the civil action titled “*JOSEPH RAYMOND RIOS, on behalf of himself and all others similarly situated, Plaintiff v. FAMILY DOLLAR, INC., A North Carolina Corporation; and DOES 1 to 10, inclusive, Defendant,*” pending before the Superior Court of California, County of Alameda, No. 23CV031615.

(l) “Rios’s Counsel” means:
 Marcus J. Bradley
 Kiley L. Grombacher
 Lirit A. King
 Bradley/Grombacher, LLP
 31365 Oak Crest Drive, Suite 240
 Westlake Village, California 91361
 Telephone: (805) 270-7100 / Facsimile: (805) 270-7589

Sahag Majarian, II
 Majarian Law Group APC 18250 Ventura Boulevard
 Tarzana, California 91356
 Telephone: (818) 609-0807 / Facsimile: (818) 609-0892

(m) “Rios Court” means the Superior Court of the State of California for the County of Alameda.

(n) “Released Claims” means any and all claims for PAGA civil penalties, whether known or unknown, arising during the Covered Period based on the facts and allegations asserted by Plaintiffs in their LWDA Notices, Amended LWDA Notice, and operative First Amended Consolidated Complaint (“CFAC”), including, but not limited to claims that reasonably could be premised on allegations related to and derivative of theories of failure to compensate for all wages including minimum and overtime, failure to provide meal periods or pay premium wages; failure to provide first and second rest periods or pay premium wages; failure to timely pay all wages upon separation from Defendant’s employment including accrued vacation time and

1 other paid time off; failure to timely pay during their employment; failure to provide
2 accurate itemized wage statements; failure to reimburse necessary business
3 expenses; failure to pay all wages with Labor Code-compliant instruments; paying
4 wages in cash not reported on paystubs; issuing payment in paycards that charged
5 withdrawal fees; failure to pay sick pay; failure to maintain required records; failure
6 to provide suitable seating; and retaliation for disclosing a violation of state or
7 federal statute, or a violation of or noncompliance with a local, state, or federal rule
8 or regulation and incorporating the applicable Labor Code sections, including but
9 not limited to, Labor Code sections 96, 98.6, 201-206, 206.5, 208, 210, 212-213,
10 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227, 227.3, 230-230.8, 232, 232.5,
11 233, 246, 247, 256, 353, 432, 432.5, 450, 510-512, 513, 551, 552, 558, 970, 976,
12 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198,
13 1198.3, 1198.5, 1199, 1199.5, 2698, *et seq.*, 2699, 2800, 2802, 6310, 6311, 6399.7,
14 and sections 3, 4, 7, 11, 12, 14, and 20 of the applicable IWC Wage Orders, and
15 California Code of Regulations, Title 8, sections 11000, *et seq.*, and any resulting
16 claim for attorneys' fees and costs under PAGA.

17 (o) "Released Parties" means Family Dollar and its current and former, direct and
18 indirect owners, parents, subsidiaries, predecessors and successors, brother-sister
19 companies, and all other affiliates and related entities, and their current and former
20 partners, employees, attorneys, agents, and other related parties including, but not
21 limited to, Family Dollar, Inc., Family Dollar Stores, LLC, and Family Dollar
22 Stores, Inc.

23 (p) "Settlement Administrator" means a mutually agreed upon Settlement
24 Administrator, subject to approval by the Court, who shall administer this
25 Settlement in accordance with this Agreement. The total costs of the Settlement
26 Administrator to perform its duties under this Agreement (the "Settlement
27 Administration Fee") shall be paid from the Total Settlement Amount. The
28 Settlement Administration Fee is anticipated not to exceed Thirty Thousand Dollars

and No Cents (\$ 30,000). In no event shall Family Dollar be responsible for any additional costs for the Settlement Administrator beyond any amount approved by the Court to be paid from the Total Settlement Amount.

- (q) “Settlement Group Members” means all current and former hourly, non-exempt store employees of Family Dollar in California who were paid wages at any time during the Covered Period.

Section 2. Background.

- (a) On January 6, 2023, Rodriguez submitted on behalf of himself, other allegedly aggrieved employees, and the State of California a notice to the LWDA (“Rodriguez LWDA Notice”) alleging numerous Labor Code violations. On March 14, 2023, Rodriguez filed a single cause of action for civil penalties under PAGA alleging the same wage-and-hour claims asserted in the Rodriguez LWDA Notice.
- (b) On February 14, 2023, Rios submitted on behalf of himself, other allegedly aggrieved employees, and the State of California a notice to the LWDA (“Rios LWDA Notice”) alleging numerous Labor Code violations. On April 20, 2023, Rios filed a single cause of action for civil penalties under PAGA alleging the same wage-and-hour claims asserted in the Rios LWDA Notice.
- (c) On April 19, 2024, Rodriguez submitted an LWDA Notice to conform to the claims raised prior to mediation and mediated for the purposes of this Settlement (“Amended LWDA Notice”).
- (d) Family Dollar has denied, and continues to deny, any wrongdoing in regard to the alleged violations alleged in Rodriguez’s and Rios’s LWDA Notices, the Amended LWDA Notice, and all complaints filed in this Litigation.
- (e) Before reaching this Settlement, the Parties engaged in investigation, informal discovery, motion practice, informal exchange of additional information and data, settlement discussions, and mediation.

1 (f) This Agreement is the result of arms-length negotiation between the Parties through
2 mediation, with mediator Judge Angela M. Bradstreet (Ret.), on February 20, 2024.

3 (g) This Settlement contemplates all of the following:

4 1. On April 19, 2024, for the purposes of this Settlement, Rodriguez submitted
5 the Amended LWDA Notice.

6 2. For the purposes of this Settlement only, Rios seeks to join *Rodriguez*
7 through a CFAC in *Rodriguez*. Rodriguez's allegations remain unchanged
8 but Plaintiffs add through amendment: (i) Rios's current factual bases for
9 his cause of action under PAGA; and (ii) Rios's factual allegations related
10 to failure to provide suitable seating; an alleged company policy of
11 discouraging or impeding overtime; time spent waiting at the register to
12 clock-in; after clocking out, waiting for the keyholder to open the door; and
13 shortened meal and rest periods due to having to walk to and from the
14 break room at the back of the store and the register at the front of the store,
15 consistent with the Amended LWDA Notice. The CFAC also includes the
16 claims asserted in other related PAGA actions. All claims asserted in the
17 CFAC shall relate back to May 11, 2021, and Family Dollar agrees, for
18 purposes of this Settlement only, not to challenge the asserted limitations
19 period starting May 11, 2021.

20 3. Once the CFAC is prepared and agreed to by the Parties and this Agreement
21 is signed, Plaintiffs shall file concurrently with the Court: (i) a motion
22 seeking leave to file the CFAC; and (ii) a motion for approval of the
23 Settlement (collectively, "Motions for Settlement"). The Motions for
24 Settlement shall be noticed to be heard on the same day, at least sixty-five
25 (65) days after Rodriguez's submission of the Amended LWDA Notice to
26 the LWDA.

27 4. Should the LWDA serve notice under California Labor Code section
28 2699.3(a)(2) in response to the Amended LWDA Notice, Plaintiffs shall

1 withdraw their Motions for Settlement and this Agreement shall be null and
2 void.

3 5. Should, for whatever reason, the Settlement set forth in this Agreement not
4 be approved by the Court and/or the Effective Date not triggered, the
5 Amended LWDA Notice and the CFAC shall be deemed stricken, null and
6 void *ab initio*, with the previously filed complaints in the actions remaining
7 the operative pleadings in *Rodriguez* and *Rios*, respectively.

8 6. Within three (3) days of filing the Motions for Settlement, Rios will dismiss
9 *Rios without prejudice*, with each side to bear its own costs and attorneys'
10 fees as to that action, because Rios will be proceeding jointly with Rodriguez
11 on behalf of the State of California as they pursue the PAGA claims asserted
12 in the CFAC.

13 7. Within three (3) days of the entry of order approving the Settlement,
14 Plaintiffs will dismiss *Rios with prejudice*, with each side to bear its own
15 costs and attorneys' fees.

16 8. Entry of an order by the Court granting approval of the payment for
17 settlement of the PAGA penalties, pursuant to California Labor Code
18 section 2699(1)(2).

19 9. Plaintiffs' execution of a general release (including a waiver of California
20 Civil Code section 1542) in exchange for a payment to each Plaintiff
21 ("Plaintiffs' Payments") as described in Section 3(b) below.

22
23 **Section 3. Plaintiffs' Counsel's Fees and Expenses Payment and Plaintiffs' Payments.**

24 (a) Subject to the Court's approval, Plaintiffs' Counsel will request and be paid from
25 the Gross Settlement Amount, "Plaintiffs' Counsel's Fees and Expenses Payment"
26 of up to: (i) One Hundred Fifty-Three Thousand Three Hundred Thirty-Three
27 Dollars and No Cents (\$153,333.00) for attorneys' fees; and (ii) Thirty-Five
28 Thousand Dollars and No Cents (\$ 35,000.00) for litigation costs (for a total

1 maximum Plaintiffs' Counsel's Fees and Expenses Payment of \$188,333.00), which
2 Family Dollar will not oppose. Plaintiffs' Counsel agree not to petition the Court
3 for any additional payments for fees, costs or interest. The total payment approved
4 by the Court pursuant to this Section ("Plaintiffs' Counsel's Fees and Expenses
5 Payment") shall constitute full satisfaction of Family Dollar's and/or any of the
6 Released Parties' obligations to pay amounts to any person, attorney, or law firm for
7 attorneys' fees, expenses, or costs incurred on behalf of the Plaintiffs, the LWDA,
8 and/or the Aggrieved Employees arising out of the facts and allegations asserted in
9 the CFAC, and shall relieve the Released Parties from any other claims or liability
10 to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to
11 which any of them may claim to be entitled on behalf of the Plaintiffs, the LWDA,
12 or the Aggrieved Employees.

13 (b) Subject to and contingent on Plaintiffs signing a general release in a form agreed to
14 by Family Dollar as described in Section 10, Plaintiffs, as PAGA Representatives,
15 will be entitled to request from the Court Plaintiffs' Payments. Each payment
16 requested shall not exceed Seven Thousand Five Hundred Dollars and No Cents
17 (\$7,500.00). The Plaintiffs' Payments approved by the Court will be paid to each
18 Plaintiff in a lump sum, without payroll tax deductions and withholding, and
19 Rodriguez and Rios will each be issued a Form 1099 as to their respective payment.
20

21 **Section 4. Cooperation.**

22 The Parties will cooperate in obtaining, through a motion for settlement approval in
23 *Rodriguez*, an order and judgment from the Court approving the Agreement, and payment of
24 PAGA penalties as described herein, pursuant to Labor Code section 2699(1)(2), at the earliest
25 possible date.

26 If the Court does not issue a final order and judgment approving this Settlement, under the
27 specific terms requested, the Parties agree to meet and confer to address the Court's concerns and
28 determine whether resolution can be obtained in a manner consistent with the Court's concerns.

The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, and shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of, the payment of PAGA penalties as described in this Agreement.

Section 5. Submission to LWDA and Court Approval.

In connection with the Motions for Settlement, Plaintiffs' Counsel shall submit this Agreement to the Court for its approval and, at the same time, submit this Agreement to the LWDA, pursuant to California Labor Code section 2699(1)(2). Plaintiffs' Counsel shall also submit to the Court a proposed order and judgment approving this Agreement, retaining jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce its terms.

Should the Court not grant approval of this Agreement, including the payment of the aggregate amount of the Total Settlement Amount as described in this Agreement, then the entirety of this Agreement shall be null and void, but the Parties will use best efforts to obtain approval.

Section 6. Settlement Payment Procedures.

(a) Settlement Group Members Data.

1. No later than thirty (30) calendar days after the Court's approval of this Settlement, Family Dollar shall provide the Settlement Administrator with a list of the Settlement Group Members (the "Settlement Group Members List"). The Settlement Group Members List shall state each Settlement Group Members' (1) first and last name, (2) last known address, (3) last known phone number, (4) Social Security number, and (5) the Covered Pay Periods for each Settlement Group Member. This information shall be treated as and remain completely confidential and shall be used solely to manage the settlement administration process described herein. The

Settlement Administrator shall not share or disclose the Settlement Group Members List to Plaintiffs' Counsel, Plaintiffs, or any other person or entity.

(b) Deposit and Distribution of Settlement Fund.

1. The Agreement will be "Final" upon the occurrence of all of the following events:

- a. As set forth in Section 2(g)(2), filing of the CFAC and submission of the Settlement Agreement, to the Court for approval with a motion for settlement approval.
- b. Filing the motion for settlement approval with the Court, submission of the motion and supporting papers, including the Settlement Agreement to the LWDA pursuant to Labor Code § 2699(1)(2).
- c. Entry of an order and judgment by the Court approving the Settlement. If the Court does not approve filing of the CFAC, grant approval of the Settlement without material modifications, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of amounts payable for Plaintiffs' Counsel's Fees and Expenses Payment or the Plaintiffs' Payments shall not be deemed a material modification of the Settlement.
- d. Dismissal of *Rios*, as set forth in Section 2(g)(7).
- e. Occurrence of the Effective Date, defined as the earliest date, following entry by the Court of the Judgment, upon which one of the following has occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Judgment; (ii) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Judgment is no longer subject to further judicial review.

2. No more than five (5) calendar days after the Effective Date, the Settlement Administrator will provide Family Dollar with wire transfer information.
3. No more than twenty-five (25) calendar days after the Effective Date, Family Dollar will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer(s).
4. No more than fourteen (14) calendar days after Family Dollar transfers the Total Settlement Amount to the Settlement Administrator, the Settlement Administrator shall distribute the Employees' Payment (as described in Section 6(c) below), the Plaintiffs' Counsel's Fees and Expenses Payment, the Settlement Administration Fee, the LWDA Payment, and the Plaintiffs' Payments.
5. Prior to the mailing, the Settlement Administrator shall update the addresses contained in the Settlement Group Members List using the National Change of Address database. If any Settlement Share to a Settlement Group Member is returned as undeliverable, the Settlement Administrator shall search the National Change of Address database again for a more current address of the Settlement Group Member and re-mail the Settlement Share to any alternative or updated address that is located, within five (5) calendar days.
6. All payments provided for by this Agreement shall be made by the Settlement Administrator in accordance with this Agreement and the Court's order and judgment approving this Agreement.

(c) Distribution of Net Settlement Amount.

1. Seventy Five Percent (75%) of the Net Settlement Amount shall be paid to the LWDA (the "LWDA Payment").
2. Twenty Five Percent (25%) of the Net Settlement Amount ("Employees' Payment") shall be paid to Settlement Group Members as their Settlement Shares. The Settlement Shares shall be treated as civil penalties for purposes

of IRS reporting and the Settlement Administrator shall issue a Form 1099 to each Settlement Group Member for his or her Settlement Share.

a. The Employees' Payment shall be distributed to each Settlement Group Member based on his or her respective "Settlement Share."

b. For purposes of calculating each Settlement Group Member's Settlement Share, each Settlement Group Member will be credited with one (1) unit for each payroll period that he or she was paid wages in California during the Covered Period ("Covered Pay Periods").

c. Each Settlement Group Member's Settlement Share will equal the Employees' Payment times the ratio of (a) the Settlement Group Member's unit(s) to (b) the total number of Covered Pay Periods.

3. The Settlement Administrator shall issue to all Settlement Group Members (i) a notice to each Settlement Group Member generally in the form of Exhibit A, attached hereto; (ii) a check for their respective Settlement Share; and (iii) an IRS Form 1099 for their respective Settlement Share.

4. Checks issued to Settlement Group Members shall remain valid for one hundred eighty (180) days after mailing to the Settlement Group Member. If any Settlement Group Members fail to deposit or cash the check for their respective Settlement Share(s) within one hundred and eighty (180) days after the Settlement Administrator mails the distributions to the Settlement Group Members, the Settlement Administrator will send the uncashed amounts to the California State Controller, with the identity of each of the Settlement Group Member(s) to whom the funds belong, to be held for the Settlement Group Member(s) per the California Unclaimed Property Law, and such funds will remain the Settlement Group Member(s)'s property to the extent legally applicable.

5. The Settlement Administrator shall transmit the LWDA Payment to the LWDA as one lump sum payment.

6. If required by the Court, following distribution of the Total Settlement Amount, and transmission of any remaining funds to the Controller of the State, as detailed in Section 6(c)(4), the Settlement Administrator shall be responsible for preparing and Plaintiffs' Counsel shall file a declaration confirming distribution of the Total Settlement Amount consistent with this Agreement.

(d) Plaintiffs, Plaintiffs' Counsel, Family Dollar, and Family Dollar's Counsel make no representations or warranties with respect to tax consequences of any payment under this Agreement, do not intend anything contained in this Agreement to constitute advice regarding taxes or taxability, and nothing in this Agreement may be relied upon as such. Plaintiffs, Plaintiffs' Counsel, and Settlement Group Members will be solely responsible for correctly characterizing any compensation received under the settlement on their respective personal income tax returns for tax purposes, and paying all appropriate taxes due and penalties assessed on any and all amounts paid to them under this Settlement. Settlement Group Members will hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes.

Section 7. No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Family Dollar of any liability whatsoever, or as an admission by Family Dollar of any violations of Plaintiffs' or the Settlement Group Members' rights, or any violations of any order, law, statute, duty or contract whatsoever. Family Dollar specifically disclaims any liability to Plaintiffs, any of the Settlement Group Members, the LWDA for any alleged violation of rights, or for any alleged violation of any order, law, statute, duty, or contract.

Section 8. Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties or their respective counsel, Settlement Group Members, or by a party or their respective counsel in *Rodriguez, Rios*, or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any action or proceeding to enforce, construe, or finalize this Agreement as to any person or entity covered by this Agreement.

Section 9. Nullification.

If the Court does not grant approval of the Agreement without material modifications, or if the Court's final approval of the Agreement is reversed or materially modified on appellate review, then this Agreement shall be considered null and void. However, the Parties will make best efforts to satisfy any concerns expressed by the Court, including negotiating in good faith with respect to any suggested modification of the Agreement, to obtain approval for the Settlement. A modification of amounts payable for Plaintiffs' Counsel's Fees and Expenses Payment or Plaintiffs' Payments shall not be deemed a material modification of the Settlement.

Section 10. General Release by Plaintiffs.

Upon the approval by the Court of this Agreement, in exchange for Plaintiffs' Payments, Plaintiffs agree to enter into standalone, confidential general releases in a format acceptable to Family Dollar, wherein they will release, acquit, and forever discharge Released Parties, or any of them, from any and all known and unknown claims. The general releases will waive the protection of Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1 Execution of standalone, confidential general releases is a condition precedent to
2 Plaintiffs' receipt of Plaintiffs' Payments.

3
4 **Section 11. Confidentiality Preceding Court Approval.**

5 Prior to filing of the Motions for Settlement, Plaintiffs and their attorneys will not issue
6 any press or other media releases or have any communication with the press or media or anyone
7 other than family members, clients, counsel in *Lee v. Family Dollar, Inc.*, U.S.D.C. C.D. Cal., CV
8 22-1410-GW-JCx, *Paredes v. Family Dollar, Inc.*, Los Angeles Superior Court Case No.
9 23STCV27299, and/or *Williams v. Family Dollar, Inc.*, San Diego Superior Court Case No. 37-
10 2023-00015436-CU-OE-CTL, financial advisors, retained experts, and vendors related to
11 settlement administration, regarding the Settlement. If, before the filing of the Motions for
12 Settlement, Plaintiffs or their attorneys disclose to any unauthorized party (a) that a settlement has
13 been reached or (b) any of the terms of the Settlement except as required by law or to effect the
14 Settlement, Defendant may rescind the Settlement, rendering it null and void.

15
16
17 **Section 12. Voluntariness.**

18 This Agreement is executed voluntarily and without duress or undue influence on the part
19 of or on behalf of any of the Parties, or any other person, firm, or other entity.

20
21 **Section 13. Fair, Adequate, and Reasonable Settlement.**

22 The Parties agree that this Settlement is fair and reasonable and will so represent to the
23 Court.

24
25 **Section 14. Amendments.**

26 The terms and provisions of this Agreement may be amended only by a written agreement
27 that is both: (a) signed by Plaintiffs, Family Dollar, Plaintiffs' Counsel, and Family Dollar's
28 Counsel, and (b) approved by the Court. Any waiver of any provision of this Agreement shall not

1 constitute a waiver of any other provision of this Agreement unless expressly so indicated
2 otherwise.

3
4 **Section 15. Assignment.**

5 None of the rights, commitments, or obligations recognized under this Agreement may be
6 assigned by any Party, Settlement Group Member, Plaintiffs' Counsel, or Family Dollar's
7 Counsel without the express written consent of each other Party and their respective counsel
8 hereto. The representations, warranties, covenants, and agreements contained in this Agreement
9 are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer
10 any right or to avail any remedy to any other person. Plaintiffs expressly warrant that they have
11 not transferred to any person or entity any right or cause of action, or claim released by this
12 Agreement.

13
14 **Section 16. Governing Law.**

15 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
16 shall be determined, in accordance with the laws of the State of California.

17
18 **Section 17. Entire Agreement.**

19 This Agreement contains the entire understanding of the Parties hereto in respect of the
20 subject matter contained herein. This Agreement supersedes all prior agreements and
21 understandings among the Parties hereto with respect to the Settlement.

22
23 **Section 18. Counterparts.**

24 This Agreement, and any amendments hereto, may be executed in any number of
25 counterparts and any Party and/or their respective counsel hereto may execute any such
26 counterpart, each of which when executed and delivered shall be deemed to be an original and all
27 of which counterparts taken together shall constitute but one and the same instrument. It shall not
28 be necessary in making proof of this Agreement or any counterpart hereof to produce or account

1 for any of the other counterparts. A facsimile, scanned or digital signature, including DocuSign,
2 shall be treated as an original signature for all purposes.

3
4 **Section 19. Dispute(s).**

5 Should any dispute(s) arise among the Parties or their respective counsel regarding the
6 implementation or interpretation of this Agreement, the Parties agree to submit any such
7 dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this
8 Agreement in Court or before the Court, the prevailing party shall be entitled to recover
9 reasonable attorneys' fees and costs.

10
11 **Section 20. Judgment and Continuing Jurisdiction.**

12 The Parties agree that pursuant to Code of Civil Procedure section 664.6, this Agreement
13 shall be enforceable by the Court and the Court shall retain exclusive and continuing equity
14 jurisdiction over *Rodriguez* and over all Parties and Settlement Group Members to interpret and
15 enforce the terms, conditions and obligations of the Agreement. Plaintiffs' Counsel shall submit
16 a copy of the order approving this Agreement and a copy of any other order providing for or
17 denying an award of civil penalties with prejudice to the LWDA within ten (10) days after entry
18 of the order, in compliance with California Labor Code section 2699(l)(3). If Plaintiffs fail to
19 satisfy this condition in strict compliance with section 2699(l)(3) of the California Labor Code,
20 the Settlement shall be voidable at Family Dollar's option.

21
22 **Section 21. Waiver of Right to Appeal.**

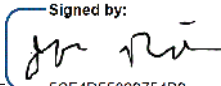
23 Provided that the Court's approval of this Settlement is consistent with the material terms
24 of this Agreement, Plaintiffs, Family Dollar, and their respective counsel hereby waive any and
25 all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
26 appellate proceeding, such as a motion to vacate judgment and any extraordinary writ, and the
27 Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal
28 does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-

judgment proceedings, and does not include an appeal by Plaintiffs to a reduction of the requested Plaintiffs' Counsel's Fees and Expenses Payment. If an appeal is taken, the time for consummating this Settlement (including making payments under this Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final.

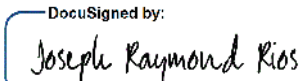
IN WITNESS WHEREOF, the Parties, Plaintiffs' Counsel, and Family Dollar's Counsel have executed this Agreement on the last date set forth below.

APPROVED AND ACCEPTED.

Dated: 8/5/2024

Signed by:

5CF4D55699754B9...
 JASON A. RODRIGUEZ

Dated: 07/16/24, 2024

DocuSigned by:

CAA129CA6866443...
 JOSEPH RAYMOND RIOS

Dated: _____, 2024

DEFENDANT FAMILY DOLLAR, LLC
 (FORMERLY FAMILY DOLLAR, INC.):

By: _____
 BETH HIRSCH BERMAN
 DEPUTY GENERAL COUNSEL

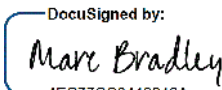
Dated: Aug 5, 2024

COUNSEL FOR RODRIGUEZ:

By: 
 JAMES R. HAWKINS

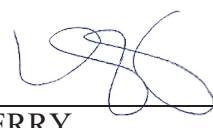
Dated: July 17, 2024

COUNSEL FOR RIOS:

DocuSigned by:

4EC77CC0440240A...
 By: _____
 MARCUS J. BRADLEY

1 Dated: August 5, 2024

COUNSEL FOR DEFENDANT FAMILY DOLLAR,
LLC

2
3
4 By: 
RYAN DERRY

judgment proceedings, and does not include an appeal by Plaintiffs to a reduction of the requested Plaintiffs' Counsel's Fees and Expenses Payment. If an appeal is taken, the time for consummating this Settlement (including making payments under this Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final.

IN WITNESS WHEREOF, the Parties, Plaintiffs' Counsel, and Family Dollar's Counsel have executed this Agreement on the last date set forth below.

APPROVED AND ACCEPTED.

Dated: _____, 2024

JASON A. RODRIGUEZ

Dated: 07/16/24, 2024

DocuSigned by:
Joseph Raymond Rios
CAA129CA5866412

JOSEPH RAYMOND RIOS

Dated: 8/1/24, 2024

DEFENDANT FAMILY DOLLAR, LLC
(FORMERLY FAMILY DOLLAR, INC.):

By: *Beth Hirsch Berman*

BETH HIRSCH BERMAN
DEPUTY GENERAL COUNSEL

Dated: _____, 2024

COUNSEL FOR RODRIGUEZ:

By: _____
JAMES R. HAWKINS

Dated: July 17, 2024

COUNSEL FOR RIOS:

DocuSigned by:
Marc Bradley
4EC7ZCC0440240A
By: _____
MARCUS J. BRADLEY

EXHIBIT 2

Notice of Settlement

Authorized by the Superior Court of California, County of Kern

Rodriguez v. Family Dollar, LLC
Superior Court of California, County of Kern
Case No. BCV-23-100786

Why you are receiving this notice:

You are receiving this notice because Family Dollar, LLC's records reflect that you worked at a Family Dollar store in California between May 11, 2021 and [REDACTED], 2024 (the "Covered Period").

The Superior Court for the County of Kern has approved a settlement of a lawsuit that releases the claims described below. Enclosed with this notice is a check that reflects your percentage of the settlement payment.

You have 180 days to cash the enclosed check.

Important things to know:

- Family Dollar denies the allegations in the lawsuit settled. Family Dollar maintains that it was in compliance with the California Labor Code at all times and entered into this Settlement with no admission of liability. The specific claims alleged are set forth in the attached Release.
- The Court has not made a determination regarding the validity of the claims brought. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. The Court determined that the \$460,000 settlement in this matter is fair and reasonable.
- You are bound by the Settlement and release of claims set forth below based on the Court's final judgment, regardless of whether you cash the enclosed check.
- If you take no action and do not cash the enclosed check after 180 days, it will be transmitted to the California State Controller's Office in the Unclaimed Property Fund in your name.
- Each individual payment was calculated on a proportional basis based on the number of pay periods that Family Dollar's records showed were worked during the Covered Period.
- You are responsible for any and all tax obligations associated with this payment and correctly characterizing the enclosed check for tax purposes and paying any taxes that may be due on the payment you receive. The amount paid to each settlement group member is allocated as a penalty, not wages. Neither attorneys for the individuals who brought this case, attorneys for Family Dollar, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this Settlement payment.

Claims Released:

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiffs, as representatives of the State of California, the Settlement Group Members, the LWDA, and the State of California have released any and all claims for PAGA civil penalties, whether known or unknown, arising during the Covered Period based on the facts and allegations asserted by Plaintiffs in their LWDA Notices and Amended LWDA Notice and operative First Amended Consolidated Complaint, including, but not limited to claims that reasonably could be premised on allegations related to and derivative of theories of failure to compensate for all wages including minimum and overtime, failure to provide meal periods or pay premium wages; failure to provide first and second rest periods or pay premium wages; failure to timely pay all wages upon separation from Defendant's employment including accrued vacation time and other paid time off; failure to timely pay during their employment; failure to provide accurate itemized wage statements; failure to reimburse necessary business expenses; failure to pay all wages with Labor Code-compliant instruments; paying wages in cash not reported on paystubs; issuing payment in paycards that charged withdrawal fees; failure to pay sick pay; failure to maintain required records; failure to provide suitable seating; and retaliation for disclosing a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation and incorporating the applicable Labor Code sections, including but not limited to, Labor Code sections 96, 98.6, 201-206, 206.5, 208, 210, 212-213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227, 227.3, 230-230.8, 232, 232.5, 233, 246, 247, 256, 353, 432, 432.5, 450, 510-512, 513, 551, 552, 558, 970, 976, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 1199.5, 2698, et seq., 2699, 2800, 2802, 6310, 6311, 6399.7, and sections 3, 4, 7, 11, 12, 14, and 20 of the applicable IWC Wage Orders, and California Code of Regulations, Title 8, sections 11000, et seq., and any resulting claim for attorneys' fees and costs under PAGA against Family Dollar and its current and former, direct and indirect owners, parents, subsidiaries, predecessors and successors, brother-sister companies, and all other affiliates and related entities, and their current and former partners, employees, attorneys, agents, and other related parties including, but not limited to, Family Dollar, Inc., Family Dollar Stores, LLC, and Family Dollar Stores, Inc.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE. You may call the Settlement Administrator at [ADMINISTRATOR INFO] with any questions.

EXHIBIT 3

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 08/02/2024
Client: FAMILYDOLLA2 - Jason A. Rodriguez
Matter: FAMILY PAGA - Family Dollar, Inc. PAGA - Jason A. Rodriguez v. Family Dollar Inc.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
03/14/2023	FST	First Legal Network - E-Filing - Complaint - Complex - \$1000 IN# 30230586	\$1,618.00		Unbilled				
05/03/2023	FST	First Legal Network - Process Serve - S&C, Initial Docs, Ntc, E-Filing - Proof of service IN# 30237327	\$244.18		Unbilled				
02/27/2024	TE	Travel Expenses- Southwest GEM (travel for SF Mediation)	\$429.95		Unbilled				
04/22/2024	POS	Postage - Amended Crs to agent(s) re LWDA filing.	\$10.41		Unbilled				
		Total:	\$2,302.54	\$0.00					
		Balance:	\$2,302.54						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$2,302.54						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

Matter Billing Detail

Report Date:8/2/2024

Report Time:12:19PM

Page:1 of 2

User ID:R. Hawkins

JAMES HAWKINS APLC

Date Range:01/01/1900 to 08/02/2024

Client:FAMILYDOLLA2 - Jason A. Rodriguez

Matter:FAMILYDOLLAR2 - Family Dollar, Inc.- Jason A. Rodriguez v. Family Dollar Inc.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
01/06/2023	FIL	Filing Fee - 01.06.23 LWDA Filing Fee	\$75.00		Unbilled				
01/06/2023	POS	Postage- 01.06.23 certified mail to agents re LWDA Filing	\$8.54		Unbilled				
01/06/2023	FST	First Legal Network - E-Filing - Class Action Complaint Pursuant IN# 30224217	\$1,618.00		Unbilled				
02/24/2023	FST	First Legal Network - Process Serve - S&C, Initial Docs, Ntc IN# 30227367	\$214.41		Unbilled				
03/03/2023	FST	First Legal Network - E-Filing - Proof of Service of Summons IN# 30230586	\$39.50		Unbilled				
09/25/2023	MED	Mediation Services- IN#23-5016-AMB-02 CK#11160	\$4,496.25		Unbilled				
02/02/2024	POS	Postage - Crs to Client re Contact	\$8.69		Unbilled				
02/27/2024	TE	Travel Expenses- Mediation in person SF. IN#10487 CK# 11567	\$288.00		Unbilled				
		Total:	\$6,748.39	\$0.00					
		Balance:	\$6,748.39						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$6,748.39						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

EXHIBIT 4

1 **JAMES *JH* HAWKINS**

2 **A PROFESSIONAL LAW CORPORATION**

3 9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

4 TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

5 **April 19, 2024**

6 **Via LWDA Website**

7 Labor and Workforce Development Agency

8 Attn: PAGA Administrator

9 1515 Clay Street, Suite 801

10 Oakland, CA 94612

11 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

12 **Via Certified Mail**

13 FAMILY DOLLAR, LLC

14 a North Carolina Corporation

15 c/o Ryan D. Derry

16 Emily J. Stover

17 Paul Hastings LLP

18 101 California Street, Forty-Eighth Floor

19 San Francisco, California 94111

20 Receipt No.: 9589 0710 5270 0748 0707 51

21 **Re: AMENDED NOTICE PURSUANT TO CALIFORNIA LABOR CODE**
22 **SECTIONS 2698, *et seq.***

23 To Whom It May Concern:

24 PLEASE TAKE NOTICE that Plaintiff JASON A. RODRIGUEZ, individually and on behalf of
25 all similarly situated representative Aggrieved Employees, gives NOTICE of his intent to amend a
26 civil action and consolidate his claims with those filed previously by Plaintiff JOSEPH R. RIOS,
27 pursuant to the California Private Attorneys' General Act, California Labor Code sections 2698, *et*
28 *seq.* ("PAGA").¹ Plaintiffs Rodriguez and Rios hereby give written notice by certified mail to the
Labor and Workforce Development Agency, FAMILY DOLLAR, LLC (formerly Family Dollar,
Inc.), a North Carolina Corporation, through their Agents for Service of Process.

Plaintiffs hereby attach and incorporate by reference the Proposed Consolidated First Amended
Complaint ("CFAC") that Plaintiff Rodriguez will seek leave to file in the Kern County Superior
Court. The CFAC sets forth the specific provisions of the Labor Codes Plaintiffs allege have been
violated, including the facts and theories. All labor provisions identified in the CFAC as alleged
to have been violated, pertain to all entities and individuals named in the CFAC, even if not
expressly specified.

¹ Joseph Rios submitted a notice to the LWDA pursuant to PAGA on February 14, 2023.
Mr. Rios then filed a separate PAGA lawsuit in Alameda County on April 20, 2023.

1 Please advise within sixty (60) days of the postmark on this letter if the LWDA intends to
2 investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact
me.

3 Very Truly Yours,

4 
5

6 Gregory Mauro

7 Enclosure: Proposed Consolidated First Amended Complaint
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JAMES HAWKINS APLC
James R Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff
JASON A. RODRIGUEZ,
on behalf of the general public as private attorney general

[Additional Counsel Listed on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JASON A. RODRIGUEZ and JOSEPH R.
RIOS, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

FAMILY DOLLAR, LLC, a North Carolina
Corporation and DOES 1-50, inclusive,

Defendant.

Case No. BCV-23-100786

**PROPOSED CONSOLIDATED FIRST
AMENDED PAGA REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698, et seq.)**

JUDGE: Hon. Thomas S. Clark
DEPT: 17

BRADLEY/GROMBACHER, LLP

Marcus Bradley, Esq. (SBN 174156)
Kiley Grombacher, Esq. (SBN 245960)
Lirit King, Esq. (SBN 252521)
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100
Facsimile: (805) 618-2939
Email: mbradley@bradleygrombacher.com
Email: kgrombacher@bradleygrombacher.com
Email: lking@bradleygrombacher.com

MAJARIAN LAW GROUP APC

Garen Majarian, Esq. (SBN 334104)
Sahag Majarian, II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 263-7343
Facsimile: (818) 609-0892
E-Mail: garen@majarianlawgroup.com
E-Mail: sahagii@aol.com

Attorneys for Plaintiff

JOSEPH R. RIOS

on behalf of himself and others similarly situated

COMES NOW Plaintiffs JASON A. RODRIGUEZ and JOSEPH R. RIOS (collectively “Plaintiffs”), on behalf of the general public and all Aggrieved Employees, acting on behalf of the California Attorney General as private attorney general, and asserting claims against Defendant FAMILY DOLLAR, LLC (formerly FAMILY DOLLAR, INC.), a North Carolina Corporation (“Defendant”); and DOES 1-50, inclusive, as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§ 2698, *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action as private attorney general on behalf of the general public, the State of California, and all other current and former aggrieved employees to recover civil penalties and address an employer’s violations of the California Labor Code. Accordingly, Plaintiffs bring this Representative Action on behalf of the State of California with respect to themselves and all current and former hourly, non-exempt store employees of Family Dollar in California who were paid wages at any time from May 11, 2021 to present and all current and former hourly, non-exempt store employees of Family Dollar in California (“Aggrieved Employees”).

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant’s alleged violations of the California Labor Code resulted from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendant’s employ, (e) failure to pay wages timely during employment, (f) failure to provide accurate itemized wage statements, (g) failure to reimburse necessary business expenses, (h) failure to issue payment of wages in the form of a Labor Code-compliant instrument, (i) failure to report monetary compensation, (j) issuing pay cards that charge fees upon cash withdrawal, (k) failure to accurately pay sick pay, (l) failure to maintain required records, (m) failure to provide suitable seating, and (n) retaliation for disclosing a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation. As a result, Plaintiffs seek penalties under PAGA as private attorney general on behalf of the general public and all other Aggrieved

1 Employees.

2 **II. JURISDICTION AND VENUE**

3 3. The California Superior Court has jurisdiction over this action pursuant: to
4 California Constitution Article VI, Section 10, which grants the Superior Court “original
5 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which
6 this action is brought do not give jurisdiction to any other court.

7 4. This Court has jurisdiction over Defendant because, upon information and belief,
8 Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails
9 itself of the California market so as to render the exercise of jurisdiction over it by the California
10 Courts consistent with traditional notions of fair play and substantial justice.

11 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
12 Civil Procedure section 395, Defendant is doing business throughout California, including but not
13 limited to Kern County, and each Defendant is within the jurisdiction of this Court for service of
14 process purposes. The unlawful acts alleged herein have a direct effect on Plaintiffs and all other
15 Aggrieved Employees within the State of California. Defendant employs numerous Aggrieved
16 Employees in the State of California.

17 6. On information and belief, Defendant has conducted business within the State of
18 California during the purported liability period and continues to conduct business throughout the
19 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiffs, and the
20 similarly situated Aggrieved Employees within California.

21 7. The California Superior Court also has jurisdiction in this matter because on
22 information and belief there are no federal questions at issue, as the issues herein are based solely
23 on California statutes and law, including the California Labor Code, the Industrial Welfare
24 Commission Occupational Wage Orders (“IWC Wage Orders”), the California Code of Civil
25 Procedure, the California Civil Code, and the California Business and Professions Code.

26 8. On information and belief, from May 11, 2021, and continuing to the present
27 (“liability period”), Defendant consistently maintained and enforced against Defendant’s
28 Aggrieved Employees the following unlawful practices and policies, in violation of the California

1 Labor Code: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods,
2 (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation
3 from Defendant's employ, (e) failure to pay wages timely during employment, (f) failure to provide
4 accurate itemized wage statements, (g) failure to reimburse necessary business expenses, (h) failure
5 to issue payment of wages in the form of a Labor Code-compliant instrument, (i) failure to report
6 monetary compensation, (j) issuing pay cards that charge fees upon cash withdrawal, (k) failure to
7 accurately pay sick pay, (l) failure to maintain required records, (m) failure to provide suitable
8 seating, and (n) retaliation for disclosing a violation of state or federal statute, or a violation of or
9 noncompliance with a local, state, or federal rule or regulation.

10 9. On information and belief, during the liability period and continuing to the present,
11 Defendant failed to pay wages to Plaintiffs and Aggrieved Employees, including overtime wages
12 for hours worked while subject to the control of Defendant.

13 10. On information and belief, during the liability period and continuing to the present,
14 Defendant failed to pay wages including minimum wages to Plaintiffs and Aggrieved Employees
15 for hours worked while subject to the control of Defendant.

16 11. On information and belief, during the liability period and continuing to the present,
17 Defendant failed to provide meal periods to Plaintiffs and Aggrieved Employees. Defendant also
18 failed to provide meal premiums for missed meal periods.

19 12. On information and belief, during the liability period and continuing to the present,
20 Defendant failed to provide rest periods to Plaintiffs and Aggrieved Employees. Defendant also
21 failed to provide rest premiums for missed rest periods.

22 13. On information and belief, during the liability period and continuing to the present,
23 Defendant failed to timely pay wages upon separation to Plaintiffs and Aggrieved Employees.

24 14. On information and belief, during the liability period and continuing to the present,
25 Defendant failed to timely pay wages to Plaintiffs and Aggrieved Employees during their
26 employment.

27 15. On information and belief, during the liability period and continuing to the present,
28 Defendant failed to provide Plaintiffs and Aggrieved Employees accurate itemized wage

1 statements.

2 16. On information and belief, during the liability period and continuing to the present,
3 Defendant failed to reimburse necessary business expenses to Plaintiffs and Aggrieved Employees.

4 17. On information and belief, during the liability period and continuing to the present,
5 Defendant issued payment of wages in the form of a non-labor compliant instrument to Plaintiffs
6 and Aggrieved Employees, in the form of a gift card.

7 18. On information and belief, during the liability period and continuing to the present,
8 Defendant issued payment of wages in the form of cash to Plaintiffs and Aggrieved Employees,
9 without properly reporting such payments on any paystubs.

10 19. On information and belief, during the liability period and continuing to the present,
11 Defendant issued payment of wages in pay cards to Plaintiffs and Aggrieved Employees that
12 charged fees upon cash withdrawal.

13 20. On information and belief, during the liability period and continuing to the present,
14 Defendant failed to pay sick pay to Plaintiffs and Aggrieved Employees at all and/or at the correct
15 regular rate of pay by failing to include all forms of compensation/remuneration in the regular rate
16 including, but not limited to, bonuses, incentives, commissions, shift differentials, and other
17 compensation for sick pay calculation purposes.

18 21. On information and belief, during the liability period and continuing to the present,
19 Defendant failed to maintain required records for Plaintiffs and Aggrieved Employees.

20 22. On information and belief, during the liability period and continuing to the present,
21 Defendant failed to provide suitable seating to Plaintiffs and Aggrieved Employees, as required
22 under the applicable IWC Wage Orders.

23 23. On information and belief, during the liability period and continuing to the present,
24 Defendant retaliated against Plaintiffs and Aggrieved Employees for disclosing a violation of state
25 or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

26 24. Plaintiffs on behalf of the general public as private attorney general and Aggrieved
27 Employees bring this action pursuant to Labor Code sections 2698, *et seq.* for violations including
28 Labor Code sections 96, 98.6, 201-206, 206.5, 208, 210, 212-213, 216, 218.5, 218.6, 223, 225.5,

226, 226.3, 226.7, 227, 227.3, 230-230.8, 232, 232.5, 233, 246, 247, 256, 353, 432, 432.5, 450, 510-512, 513, 551, 552, 558, 970, 976, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 1199.5, 2800, 2802, 6310, 6311, 6399.7, and sections 3, 4, 7, 11, 12, 14, and 20 of the applicable IWC Wage Order(s), and California Code of Regulations, Title 8, sections 11000, *et seq.*, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiffs

25. JASON A. RODRIGUEZ ("Rodriguez") was at all times relevant to this action, a resident of California. Rodriguez was employed by Defendant in March of 2021 as a Non-Exempt Employee with the title of Assistant Store Manager and worked during the liability period for Defendant at Defendant's Bakersfield, CA location until Rodriguez's separation from Defendant's employ in approximately October 2022. Rodriguez's duties included but were not limited to unloading trucks and stocking shelves. JOSEPH R. RIOS ("Rios") was at all times relevant to this action a resident of California. Rios was employed by Defendant in October of 2021 as a Non-Exempt Employee with the title of Customer Service Representative and worked during the liability period for Defendant at Defendant's San Jacinto, CA location until Rios's separation from Defendant's employ in approximately April 2022.

26. As Defendant's employees, Plaintiffs and Aggrieved Employees were regularly:

- a) required to and subsequently suffered to perform work subject to the control of the employer without being compensated all wages including minimum and overtime, all in violation of California labor laws, regulations, and the IWC Wage Orders;
- b) not provided meal periods nor paid premium wages;
- c) not provided first and second rest periods nor paid premium wages;
- d) not paid timely upon separation from Defendant's employment;
- e) not paid timely during their employment;
- f) not provided accurate itemized wage statements;
- g) not reimbursed for necessary business expenses;

- h) not paid all wages with Labor Code-compliant instruments;
- i) paid wages in cash that were not reported on paystubs;
- j) issued payment in pay cards that charged withdrawal fees;
- k) not paid sick pay;
- l) unable to obtain complete and accurate records as a result of Defendant's failure to maintain required records;
- m) not provided suitable seating; and
- n) subject to retaliation for disclosing a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

27. On information and belief, during the liability period and continuing to the present, Defendant willfully failed to pay all earned wages in the form of regular wages and overtime wages to Plaintiffs and Aggrieved Employees; nor has Defendant returned to Plaintiffs or Aggrieved Employees, upon or after separation from employment with Defendant, all wages earned and owing. Plaintiffs seek penalties under Labor Code sections 2698, *et seq.* as private attorney general on behalf of the general public and Aggrieved Employees.

B. Defendant

28. Defendant FAMILY DOLLAR, LLC is a North Carolina Corporation that operates as a variety store business. Defendant operates 8,000 stores across the country with about 119 of those stores operating in California alone.

29. Other than identified herein, Plaintiffs are unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but on information and belief, during the liability period and continuing to the present, said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sue these Defendants by such fictitious names. Plaintiffs will amend this complaint when and if their true names and capabilities are ascertained.

30. On information and belief, during the liability period and continuing to the present, each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and Aggrieved Employees, and exercised control over their wages, hours, and working conditions. On

1 information and belief, during the liability period and continuing to the present, each Defendant
2 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
3 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
4 legally attributable to the other Defendant.

5 **IV. GENERAL ALLEGATIONS**

6 31. On information and belief, during the liability period and continuing to the present,
7 Defendant employed Plaintiffs and Aggrieved Employees, however titled, throughout the state of
8 California.

9 32. On information and belief, during the liability period and continuing to the present,
10 Plaintiffs and Aggrieved Employees have been, at all times pertinent hereto, Non-Exempt within
11 the meaning of the California Labor Code and the implementing rules and regulations of the
12 California IWC Wage Orders.

13 33. On information and belief, during the liability period and continuing to the present,
14 Defendant continues to employ Aggrieved Employees, however titled, in California and implement
15 a uniform set of policies and practices to all Aggrieved Employees, as they were all engaged in the
16 generic job duties related to Defendant's variety store company.

17 34. On information and belief, during the liability period and continuing to the present,
18 Defendant is and was advised by skilled lawyers and other professionals, employees, and advisors
19 with knowledge of the requirements of California's wage and employment laws.

20 35. On information and belief, during the liability period and continuing to the present,
21 Plaintiffs and Aggrieved Employees frequently worked well over eight (8) hours in a day and forty
22 (40) hours in a work week.

23 36. On information and belief, during the liability period and continuing to the present,
24 Defendant compensated Plaintiffs and Aggrieved Employees based upon an hourly rate.

25 37. On information and belief, during the liability period and continuing to the present,
26 Plaintiffs and Aggrieved Employees typically worked five (5) days a week.

27 38. On information and belief, during the liability period and continuing to the present,
28 Plaintiffs and Aggrieved Employees were required to keep similar schedules.

1 39. On information and belief, during the liability period and continuing to the present,
2 Plaintiffs and Aggrieved Employees frequently worked in excess of eight (8) hours a day and/or
3 over forty (40) hours in a work week, but were not properly paid for minimum and overtime wages.

4 40. On information and belief, during the liability period and continuing to the present,
5 Defendant also failed to properly calculate Plaintiffs' and Aggrieved Employees' regular rate of
6 pay by failing to include all forms of compensation/remuneration in the regular rate including, but
7 not limited to, bonuses, incentives, commissions, shift differentials, and other compensation for
8 overtime calculation purposes.

9 41. On information and belief, during the liability period and continuing to the present,
10 Plaintiffs were not compensated overtime wages for pre-shift work activities that Defendant
11 required Plaintiffs to perform before clocking in for work, i.e., off the clock. For example, the
12 manager working alongside Rodriguez would sometimes say the manager would clock in
13 Rodriguez on his behalf, however, the manager did not. When opening the store, Defendants
14 required Plaintiffs and Aggrieved Employees to unlock the doors and turn off the alarm system
15 before clocking in.

16 42. On information and belief, during the liability period and continuing to the present,
17 Defendants required Plaintiffs and Aggrieved Employees to walk approximately two (2) minutes
18 to the register to clock in and frequently had to wait to clock in if the register was busy, such as
19 waiting until customers cleared before being able to clock in.

20 43. On information and belief, during the liability period and continuing to the present,
21 Plaintiffs and Aggrieved Employees were not compensated overtime wages for post-shift work
22 activities done off the clock. For example, when closing the store, Defendants required Plaintiffs
23 and Aggrieved Employees to lock the doors and turn on the alarm system after clocking out.
24 Defendants required Plaintiffs and Aggrieved Employees to wait for a manager "key holder" to
25 open the door so they could leave at the end of the day.

26 44. On information and belief, during the liability period and continuing to the present,
27 Plaintiffs and Aggrieved Employees were not compensated for all time worked, including overtime
28 wages, as a result of requiring Plaintiffs and other Aggrieved Employees to perform work duties

1 off the clock, including during their meal periods, during the Company's onboarding processes,
2 and after the end of their work shifts, including but not limited to completing paperwork without
3 paying reporting time wages, receiving orders from merchant vendors, and making cash transaction
4 deposits on behalf of employer at a nearby bank.

5 45. On information and belief, during the liability period and continuing to the present,
6 Defendant also maintained a policy of discouraging and impeding Plaintiffs and Aggrieved
7 Employees from recording overtime hours. On information and belief, during the liability period
8 and continuing to the present, Defendant capped overtime for store managers, even though their
9 work required more time and it was common knowledge that managers were expected to work off
10 the clock.

11 46. On information and belief, during the liability period and continuing to the present,
12 Defendant improperly, and in violation of applicable Wage Orders, failed to maintain in each work
13 area of Plaintiffs and Aggrieved Employees a reasonably comfortable temperature.

14 47. On information and belief, during the liability period and continuing to the present,
15 Plaintiffs and Aggrieved Employees were required to undergo bag checks by Defendant off the
16 clock. Plaintiffs and Aggrieved Employees were not compensated for these hours. These bag
17 checks were performed every time Plaintiffs and Aggrieved Employees left the store premises with
18 a bag. Sometimes Plaintiffs and Aggrieved Employees were required to wait in line before being
19 checked.

20 48. On information and belief, during the liability period and continuing to the present,
21 Plaintiffs and Aggrieved Employees were required to work on-call shifts. Plaintiffs and Aggrieved
22 Employees were required to call in the night before work to see if they were required to show up.
23 Plaintiffs and Aggrieved Employees did not receive on-call pay.

24 49. On information and belief, during the liability period and continuing to the present,
25 Defendant sometimes paid Plaintiffs and Aggrieved Employees in cash. Rodriguez was forced to
26 accept cash payment several times. Plaintiffs and Aggrieved Employees were paid less than
27 California's minimum wage requirement when Defendant paid in cash.

28 50. On information and belief, during the liability period and continuing to the present,

1 Defendant did not provide Plaintiffs and Aggrieved Employees with valid lawful off-duty meal and
2 rest periods.

3 51. On information and belief, during the liability period and continuing to the present,
4 as a consequence of Defendant's staffing and scheduling practices, work demands, and Defendant's
5 policies and practices, Defendant frequently failed to provide Plaintiffs and Aggrieved Employees
6 timely, legally compliant uninterrupted thirty-minute (30) meal periods on shifts over five (5) hours
7 as required by law.

8 52. On information and belief, during the liability period and continuing to the present,
9 as a consequence of Defendant's staffing and scheduling practices, work demands, and Defendant's
10 policies and practices, Defendant frequently failed to provide Plaintiffs and Aggrieved Employees
11 legally compliant second meal periods on shifts over ten (10) hours as required by law. On
12 information and belief, during the liability period and continuing to the present, Plaintiffs and
13 Aggrieved Employees worked more than ten (10) hours a day on a consistent and regular basis
14 without any second meal periods.

15 53. On information and belief, during the liability period and continuing to the present,
16 Defendants systematically did not authorize and permit Plaintiffs and Aggrieved Employees to take
17 one (1) net ten-minute (10) paid rest period for every four (4) hours worked or major fraction
18 thereof, which is a violation of the California Labor Code and IWC Wage Orders.

19 54. On information and belief, during the liability period and continuing to the present,
20 Defendant maintained and enforced scheduling practices, policies, and imposed work demands that
21 frequently required Plaintiffs and Aggrieved Employees to forego their lawful, paid rest periods of
22 a net ten (10) minutes for every four (4) hours worked or major fraction thereof. Such requisite
23 rest periods were not timely authorized and permitted as a result of Defendant's failure to provide
24 relief for Plaintiffs and Aggrieved Employees to take their lawfully required breaks.

25 55. On information and belief, during the liability period and continuing to the present,
26 Defendants consistently did not allow Plaintiffs and Aggrieved Employees to take a second rest
27 break.

28 56. On information and belief, during the liability period and continuing to the present,

1 as to meal and rest periods, Defendant routinely gave too much work to Aggrieved Employees,
2 which made it impossible to take off-duty meal and rest periods or leave the store premises.
3 Aggrieved Employees, particularly managers, were required to remain on-site because they were
4 the only employees who could approve certain transactions, such as returns or voiding sales.
5 Aggrieved Employees' meal and rest periods were interrupted with work duties. Defendant
6 required Aggrieved Employees to carry their cell phones during work hours for work related
7 purposes and they would receive work-related phone calls. Aggrieved Employees often received
8 calls during meal and rest periods. Aggrieved Employees also received shortened meal and rest
9 periods due to having to walk to clock out at the front of the store and walk to the back of the store
10 to the break room. On information and belief, during the liability period and continuing to the
11 present, Defendant maintained a uniform policy of disciplining Aggrieved Employees if they failed
12 to clock out for a meal or rest period during the first five (5) hours of their shift, but Defendant
13 failed to provide adequate coverage to enable duty-free meal and rest periods. As a result,
14 Aggrieved Employees were forced to clock out for meal and rest periods but continue working.
15 Because Plaintiffs and Aggrieved Employees did not record their time for work during unpaid meal
16 periods, Defendant also failed to pay minimum wage and/or overtime for this time spent working.

17 57. On information and belief, during the liability period and continuing to the present,
18 despite the above-mentioned rest and meal period violations, Defendant failed to compensate
19 Plaintiffs and Aggrieved Employees one (1) additional hour of pay at their regular rate as required
20 by California law when meal and rest periods were not timely or lawfully provided in a compliant
21 manner.

22 58. On information and belief, during the liability period and continuing to the present,
23 Defendant knows, should know, knew, and/or should have known that Plaintiffs and Aggrieved
24 Employees were entitled to receive premium wages based on their regular rate of pay under Labor
25 Code section 226.7 but were not receiving such compensation at such rates.

26 59. On information and belief, during the liability period and continuing to the present,
27 Plaintiffs and Aggrieved Employees did not waive their rights to meal periods under the law. The
28 timekeeping system asked Plaintiffs and Aggrieved Employees to affirm they received

1 uninterrupted and legally compliant meal periods even when this was untrue.

2 60. On information and belief, during the liability period and continuing to the present,
3 Defendant systematically, and on a company-wide basis, did not provide seats at or near counters,
4 forcing Plaintiffs and Aggrieved Employees to stand throughout their work shifts. Defendant's
5 California stores are generally similar in their layout and design and there was, and continues to be,
6 space in the stores to allow for the presence and use of a seat by Plaintiffs and Aggrieved Employees
7 (with reasonable or no modification to these work areas) during the performance of their work
8 duties. The nature of the work of Plaintiffs and Aggrieved Employees performing their job duties
9 can reasonably be accomplished from a seated position. Defendant could provide Plaintiffs and
10 Aggrieved Employees with a seat, but instead denied them seating and forced Plaintiffs and
11 Aggrieved Employees to stand throughout the day. Plaintiffs and Aggrieved Employees spent a
12 substantial portion of their day standing, regardless of their actual job title or description.

13 61. On information and belief, during the liability period and continuing to the present,
14 Defendant did not provide Plaintiffs and Aggrieved Employees with seats in reasonable proximity
15 to their work areas to allow them to use seats when it would not interfere with the performance of
16 their duties for times when they were not engaged in active duties that require standing. In other
17 words, to the extent Plaintiffs and Aggrieved Employees engaged in duties in which the nature of
18 work required standing, Defendant denied them use of seats nearby during lulls in their work duties.
19 Moreover, Defendant did not inform Plaintiffs and Aggrieved Employees of their rights to a seat
20 under California law.

21 62. On information and belief, during the liability period and continuing to the present,
22 Defendant knew or should have known that Plaintiffs and Aggrieved Employees were entitled to
23 receive all wages owed to them during their employment. Plaintiffs and Aggrieved Employees did
24 not receive payment of all wages, including overtime, minimum wages, and meal and rest period
25 premiums, within any time permissible under Labor Code section 204.

26 63. On information and belief, during the liability period and continuing to the present,
27 Defendant failed to pay Plaintiffs and Aggrieved Employees all wages within any time permissible
28 under California law, including, *inter alia*, Labor Code section 204.

1 64. On information and belief, during the liability period and continuing to the present,
2 Defendant also failed to pay Plaintiffs and Aggrieved Employees accrued vacation and other paid
3 time off at termination in violation of Labor Code section 227.3.

4 65. On information and belief, during the liability period and continuing to the present,
5 at all times herein mentioned, Defendant knew that at the time of termination of employment (or
6 within seventy-two (72) hours thereof for resignations without prior notice as the case may be) they
7 had a duty to accurately compensate Plaintiffs and Aggrieved Employees for all wages owed
8 including minimum wages, meal and rest period premiums, and any associated profit shares earned
9 by Plaintiffs and Aggrieved Employees, which Defendant had the financial ability to pay such
10 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
11 because of the above-specified violations.

12 66. For example, on information and belief, during the liability period and continuing
13 to the present, involuntarily terminated Plaintiffs and Aggrieved Employees did not receive their
14 final wages within twenty-four (24) hours.

15 67. On information and belief, during the liability period and continuing to the present,
16 Defendant retaliated against certain Aggrieved Employees for disclosing a violation of state or
17 federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation
18 in violation of Labor Code section 1102.5. For example, Defendant terminated Aggrieved
19 Employees in retaliation for complaining about workplace safety violations including unsafe
20 working environments and privacy violations.

21 68. On information and belief, during the liability period and continuing to the present,
22 Plaintiffs and Aggrieved Employees were paid by Defendant via pay card, however, Plaintiffs and
23 Aggrieved Employees were charged a fee for using that pay card, in violation of Labor Code
24 sections 212 and 213. Rodriguez also alleges that he did not authorize Defendant to pay him via
25 pay card. Defendant did not give Rodriguez the option of being paid via direct deposit or paper
26 check. Defendant told Rodriguez that those methods of payment were not an option for him.

27 69. On information and belief, during the liability period and continuing to the present,
28 Plaintiffs and Aggrieved Employees received gift cards from Defendant. These gift cards did not

1 appear on Rodriguez's paystubs, creating regular rate issues.

2 70. Rodriguez received monetary compensation for hours worked, i.e., cash that was
3 not reported on paystubs violating Labor Code sections 212 and 213. Plaintiffs and Aggrieved
4 Employees were forced to accept cash payments from their manager.

5 71. On information and belief, during the liability period and continuing to the present,
6 Defendant failed to reimburse Plaintiffs and Aggrieved Employees for business expenses incurred
7 pursuant to Labor Code section 2802. Plaintiffs and Aggrieved Employees were not reimbursed
8 for their personal cell phone use. Such cell phone use was required for work related purposes.

9 72. On information and belief, during the liability period and continuing to the present,
10 Defendant also required Plaintiffs and Aggrieved Employees to wear uniform shirts. Plaintiffs and
11 Aggrieved Employees were not reimbursed for uniform purchases or maintenance costs they
12 incurred while employed by Defendant, and other employment related expenses.

13 73. On information and belief, during the liability period and continuing to the present,
14 Plaintiffs and Aggrieved Employees were not paid sick pay in accordance with Labor Code
15 section 246.

16 74. On information and belief, during the liability period and continuing to the present,
17 Defendant knew and/or should have known that it is improper to implement policies and commit
18 unlawful acts such as:

19 (a) failing to pay overtime and minimum wages;

20 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
21 without being provided an uninterrupted thirty (30) minute meal period and/or a second meal
22 period, and without compensating employees with one (1) hour of pay at the regular rate of
23 compensation for each workday that such a meal period was not provided;

24 (c) requiring employees to work four (4) hours or a major fraction thereof without being
25 provided a minimum ten (10) minute rest period and without compensating the employees with
26 one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest
27 period was not provided;

28 (d) failing to pay timely wages upon separation from Defendant's employ;

(e) failing to pay timely wages upon during employment;
(f) failing to maintain accurately itemized wage statements;
(g) failing to reimburse necessary business expenses;
(h) paying compensation through a non-labor code compliant instrument;
(i) providing monetary compensation not reported on paystubs;
(j) issuing pay cards that charge fees upon cash withdrawal;
(k) failing to pay sick pay;
(l) failing to maintain required records;
(m) failing to provide suitable seating; and
(n) retaliation for disclosing a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

75. In addition to the violations above, on information and belief, during the liability period and continuing to the present, Defendant knew it had a duty to compensate Plaintiffs and Aggrieved Employees for the allegations asserted herein, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

76. Plaintiffs and the Aggrieved Employees they seek to represent are covered by, and Defendant is required to comply with, applicable California Labor Codes, IWC Wage Orders, and corresponding applicable provisions of California Code of Regulations, Title 8, sections 11000, *et seq.*

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT-LABOR CODE §§ 2698, *et seq.*

77. Plaintiffs incorporate by reference and re-allege each and every allegation contained above, as though fully set forth herein.

78. PAGA is a mechanism by which the State of California can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The

1 purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing”
2 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
3 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
4 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
5 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

6 79. Plaintiffs bring this Representative Action on behalf of the State of California with
7 respect to themselves and all current and former hourly, non-exempt store employees of Family
8 Dollar in California who were paid wages at any time from May 11, 2021 to present.

9 80. On January 6, 2023, February 13, 2023, and March [REDACTED], 2024, Plaintiffs complied
10 with notice requirements pursuant to Labor Code section 2699.3. A copy of the Plaintiffs’ letters
11 sent to the LWDA are attached hereto as **Exhibit A, Exhibit B, and Exhibit C**, indicating that the
12 LWDA and Defendant were put on notice of the claims alleged here and that the notice requirement
13 has been satisfied. The LWDA has not indicated an intent to investigate the claims set forth in any
14 of the notices submitted by Plaintiffs. Therefore, Plaintiffs may proceed with this action in a
15 representative capacity. The substance and violations set forth in this Complaint of which the
16 LWDA was provided timely notice; Plaintiffs sent a copy of this PAGA Representative Action
17 Complaint to the LWDA, as reflected in Exhibit C.

18 81. Plaintiffs are each Aggrieved Employees as defined in Labor Code section 2699(a).
19 Plaintiffs bring this cause of action on behalf of all current and former hourly, non-exempt store
20 employees of Family Dollar in California who were paid wages at any time from May 11, 2021 to
21 present.

22 82. Pursuant to Labor Code section 2699(a) Plaintiffs seek to recover civil penalties for
23 which Defendant is liable due to numerous Labor Code violations as set forth in this Complaint,
24 including without limitation Labor Code sections 96, 98.6, 201-206, 206.5, 208, 210, 212-213, 216,
25 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227, 227.3, 230-230.8, 232, 232.5, 233, 246, 247, 256,
26 353, 432, 432.5, 450, 510-512, 513, 551, 552, 558, 970, 976, 1102.5, 1174, 1174.5, 1175, 1182.12,
27 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 1199.5, 2800, 2802, 6310, 6311,
28 6399.7, and Sections 3, 4, 7, 11, 12, 14, and 20 of the applicable IWC Wage Orders, and California

1 Code of Regulations, Title 8, sections 11000, et seq., and for penalties, interest, attorneys' fees and
2 costs.

3 83. Defendant violated Labor Code sections 510 and 1194 by failing to accurately pay
4 overtime wages owed. Therefore, Defendant violated sections 510 and 1194 by not compensating
5 Plaintiffs and Aggrieved Employees for work performed in excess of eight (8) hours in a day or
6 forty (40) hours in a work week. Section 510 of the Labor Code codifies the right to overtime
7 compensation at the rate of one and one-half times the regular rate of pay for all hours worked in
8 excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation
9 twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess
10 of eight (8) hours in a day on the seventh (7) day of work in a particular work week.

11 84. Defendant also willfully violated Labor Code sections 201-203 by failing to provide
12 all owed wages at separation from employment. Labor Code sections 201 and 202 require
13 Defendant to pay their employees all wages due either at time of firing, or within seventy-two
14 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
15 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
16 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
17 The penalty cannot exceed thirty (30) days of wages.

18 85. Plaintiffs and Aggrieved Employees who were separated from employment are
19 entitled to compensation for all forms of wages earned, including but not limited to compensation
20 minimum and overtime wages, but to date have not received such compensation, therefore entitling
21 them to penalties under PAGA for violations of Labor Code sections 201-204.

22 86. On information and belief, during the liability period and continuing to the present,
23 Defendant willfully failed to pay all wages due and owing upon separation from employment.
24 These wages include minimum and overtime wages.

25 87. On information and belief, during the liability period and continuing to the present,
26 Defendant willfully failed to pay all wages due and owing during employment. These wages
27 include minimum and overtime wages.

28 88. On information and belief, during the liability period and continuing to the present,

1 Defendant violated Labor Code sections 212 and 213 by issuing payment to Plaintiffs and
2 Aggrieved Employees for their wages in a non-Labor Code-compliant instrument. For instance,
3 Defendant on occasion would issue gifts cards to Plaintiffs and Aggrieved Employees to be
4 included as a form of compensation.

5 89. Labor Code section 212 requires California employers to comply with a series of
6 provisions when issuing wages to employees. In short, the provisions of section 212(a)(1) forbid
7 an employer from issuing payment of wages in an instrument that is not (1) negotiable, (2) payable
8 in cash, (3) on demand, (4) without discount, (5) at an established place of business in the State,
9 (6) the name and address of which appears on the instrument, and (7) which place of business has
10 been prepared, by the deposit of funds, the establishment of credit, or by some arrangement or
11 understanding, to pay the money called for by the instrument. *See People v. Turner*, 154 Cal. App.
12 2d F. Supp. 883, 885-86 (1957).

13 90. Labor Code section 213 prohibits an employer from depositing wages due or to
14 become due or an advance on wages to be earned in an account in any bank, savings and loan
15 association, or credit union of the employee's choice with a place of business located in this state,
16 unless the employee has voluntarily authorized that deposit. If an employer discharges an employee
17 or the employee quits, the employer may pay the wages earned and unpaid at the time the employee
18 is discharged or quits by making a deposit authorized pursuant to this subdivision, provided that
19 the employer complies with the provisions of this article relating to the payment of wages upon
20 termination or quitting of employment.

21 91. On information and belief, during the liability period and continuing to the present,
22 Defendant failed to provide accurate itemized wage statements, which failed to include all hours
23 worked, including overtime, due and owing to Plaintiffs and the Aggrieved Employees pursuant to
24 Labor Code section 226(a). Defendant further failed to include or itemize the gift card payments
25 made to Plaintiffs and Aggrieved Employees.

26 92. For example, Plaintiffs and Aggrieved Employees reported that they worked
27 overtime, but were not paid for it and that time and/or wages were deducted from their
28 compensation.

1 93. On information and belief, during the liability period and continuing to the present,
2 Defendant also failed to maintain required records. For example, Plaintiffs and Aggrieved
3 Employees requested Defendant produce records and many of the records were missing or
4 incomplete.

5 94. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of
6 section 226 shall be subject to a civil penalty in the amount of \$250.00 per employee per violation
7 in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation, for
8 which the employer fails to provide the employee a wage deduction statement or fails to keep the
9 records required in subdivision (a) of section 226.

10 95. On information and belief, during the liability period and continuing to the present,
11 Defendant has no accurate records relating to Plaintiffs' and Aggrieved Employees' work periods,
12 total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation
13 of applicable IWC Wage Orders. Similarly, Defendant failed to maintain accurate records relating
14 to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

15 96. On information and belief, during the liability period and continuing to the present,
16 Defendant failed to reimburse Plaintiffs and Aggrieved Employees for business expenses incurred
17 as described above. Labor Code section 2802 requires Defendant to indemnify Plaintiffs and
18 Aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge
19 of his or her duties. Despite these realities of the job, Defendant failed to provide reimbursements.

20 97. Labor Code section 2804 states in pertinent part: "Any contract or agreement,
21 express or implied, made by any employee to waive the benefits of this article or any part thereof
22 is null and void, and this article shall not deprive any employee or his or her personal representative
23 of any right or remedy to which he is entitled under the laws of this State."

24 98. On information and belief, during the liability period and continuing to the present,
25 Plaintiffs and Aggrieved Employees were not paid sick pay in violation of Labor Code section 246.

26 99. As a result of Defendant's unlawful conduct, Plaintiffs and Aggrieved Employees
27 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
28 worked.

100. Plaintiffs and Aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs under Labor Code sections 2698, et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendant, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: March [], 2024

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff
JASON A. RODRIGUEZ

Dated: March [], 2024

BRADLEY/GROMBACHER, LLP
MAJARIAN LAW GROUP APC

By: _____

MARCUS BRADLEY, ESQ.
KILEY GROMBACHER, ESQ.
LIRIT KING, ESQ.
GAREN MARJARIAN, ESQ.
SAHAG MAJARIAN, II, ESQ.

Attorneys for Plaintiff
JOSEPH R. RIOS