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

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

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

Plaintiff,

vs.

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

Defendant.

Case No. BCV-23-100786

ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

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

COMES NOW Plaintiff JASON A. RODRIGUEZ (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant FAMILY DOLLAR, INC., a North Carolina Corporation; and DOES 1-50, inclusive (“Defendant”) 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 sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting 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, and (k) failure to accurately pay sick pay. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

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

4. This Court has jurisdiction over Defendant because, upon information and belief,

1 Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails
2 itself of the California market so as to render the exercise of jurisdiction over it by the California
3 Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendant is doing business throughout California, including but not
6 limited to Kern County, and each Defendant is within the jurisdiction of this Court for service of
7 process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
8 aggrieved employees within the State of California. Defendant employs numerous aggrieved
9 employees in in the State of California.

10 6. On information and belief, Defendant has conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
13 similarly situated aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
22 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
23 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all
24 wages earned and owed upon separation from Defendant's employ, (e) failure to pay wages timely
25 during employment; (f) failure to provide accurate itemized wage statements, (g) failure to
26 reimburse necessary business expenses, (h) failure to issue payment of wages in the form of a
27 Labor Code-compliant instrument, (i) failure to report monetary compensation, (j) issuing pay
28

1 cards that charge fees upon cash withdrawal, and (k) failure to accurately pay sick pay.

2 9. On information and belief, during the statutory liability period and continuing to
3 the present, Defendant has had a consistent policy of failing to pay wages including overtime
4 wages for hours worked while subject to the control of Defendant.

5 10. On information and belief, during the statutory liability period and continuing to
6 the present, Defendant has had a consistent policy of failing to pay wages including minimum
7 wages for hours worked while subject to the control of Defendant.

8 11. On information and belief, during the statutory liability period and continuing to
9 the present, Defendant has failed to provide meal periods to Plaintiff and aggrieved employees.
10 Defendant has also failed to provide meal premiums for missed meal periods.

11 12. On information and belief, during the statutory liability period and continuing to
12 the present, Defendant has failed to provide rest periods to Plaintiff and aggrieved employees.
13 Defendant has also failed to provide rest premiums for missed rest periods.

14 13. On information and belief, during the statutory liability period and continuing to
15 the present, Defendant has had a consistent policy of failing to timely pay wages upon separation.

16 14. On information and belief, during the statutory liability period and continuing to
17 the present, Defendant has had a consistent policy of failing to timely pay wages during Plaintiff
18 and Aggrieved Employees' employment.

19 15. On information and belief, during the statutory liability period and continuing to
20 the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized
21 wage statements.

22 16. On information and belief, during the statutory liability period and continuing to
23 the present, Defendant has failed to reimburse necessary business expenses to Plaintiff and
24 aggrieved employees.

25 17. On information and belief, during the statutory liability period and continuing to
26 the present, Defendant issued payment of wages in the form of a non-labor compliant instrument,
27 in the form of a gift card.
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18. On information and belief, during the statutory liability period and continuing to the present, Defendant issued payment of wages in paycards that charged fees upon cash withdrawal.

19. On information and belief, during the statutory liability period and continuing to the present, Defendant issued payment of wages in the form of cash, without properly reporting such payments on any paystubs.

20. On information and belief, during the statutory liability period and continuing to the present, Defendant failed to pay sick pay to Plaintiff and Aggrieved Employees.

21. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 212-213, 226, 246, 510, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

22. Plaintiff, JASON A. RODRIGUEZ, was at all times relevant to this action, a resident of California. Plaintiff 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 Plaintiff's separation from Defendant's employ in approximately October 2022. Plaintiff's duties included but were not limited to unloading trucks and stocking shelves.

23. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- a) 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 Industrial Welfare Commission Wage Order (“IWC”);
- 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' employment;
- e) not paid timely during their employment;
- f) not provided accurate itemized wage statements;
- g) not paid all wages with Labor Code-compliant instruments
- h) not paid sick pay
- i) issued payment in paycards that charged withdrawal fees
- j) paid wages in cash that were not reported on paystubs; and
- k) not reimbursed or necessary business expenses.

24. On information and belief, Defendant willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendant returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendant

25. Defendant, FAMILY DOLLAR, INC. is a North Carolina Corporation that operates as a variety store business. Defendant operates eight thousand (8,000) stores across the country with about one hundred and nineteen (119) of those stores operating in California alone. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

26. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities

1 are ascertained.

2 27. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
3 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
4 Representative Group, and exercised control over their wages, hours, and working conditions.
5 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
6 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
7 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
8 to the other Defendant.

9 **IV. GENERAL ALLEGATIONS**

10 28. At all times set forth herein, Defendant employed Plaintiff and other persons in the
11 capacity of non-exempt positions, however titled, throughout the state of California.

12 29. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
13 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
14 rules and regulations of the IWC California Wage Orders.

15 30. Defendant continues to employ Non-Exempt Employees, however titled, in
16 California and implement a uniform set of policies and practices to all non-exempt employees, as
17 they were all engaged in the generic job duties related to Defendant's variety store company.

18 31. Plaintiff is informed and believes, and thereon alleges, that Defendant are and were
19 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
20 the requirements of California's wage and employment laws.

21 32. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
22 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
23 week.

24 33. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
25 Employees based upon an hourly rate.

26 34. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
27 Employees typically worked five (5) days a week.
28

1 35. Plaintiff is informed and believes that the Aggrieved Employees were required to
2 keep similar schedules.

3 36. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
4 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
5 and overtime wages.

6 37. Defendant also failed to properly calculate Plaintiff's and Aggrieved Employees'
7 regular rate of pay including but not limited to by failing to include all forms of
8 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
9 commissions, shift differentials, and other compensation for overtime calculation purposes.

10 38. Plaintiff was not compensated overtime wages for pre-shift work activities that
11 Defendant required Plaintiff to perform before clocking in for work, i.e. off the clock. The manager
12 working alongside Plaintiff would sometimes say they would clock in Plaintiff on their behalf,
13 however, the manager did not.

14 39. Plaintiff was not compensated overtime wages for post-shift work activities done
15 off the clock.

16 40. Plaintiff was required to undergo bag checks by Defendant off the clock. Plaintiff
17 was not compensated for these overtime hours. These bag checks were performed every time
18 Plaintiff and Aggrieved Employees left the store premises. Sometimes Plaintiff and Aggrieved
19 Employees were required to wait in line before being checked.

20 41. Plaintiff and Aggrieved Employees were required to work on-call shifts. Plaintiff
21 and Aggrieved Employees were required to call in the night before work to see if they were
22 required to show up. Plaintiff and Aggrieved Employees were not receiving any on-call pay.

23 42. Plaintiff was paid less than California's minimum wage requirement each time
24 Defendant paid Plaintiff in cash. Plaintiff was forced to accept cash payment several times.

25 43. During the relevant time, as a consequence of Defendant's staffing and scheduling
26 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to
27 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
28

1 meal periods on shifts over five hours as required by law.

2 44. Similarly, as a consequence of Defendant' staffing and scheduling practices, work
3 demands, and Defendant' policies and practices, Defendant frequently failed to provide Plaintiff
4 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
5 required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a
6 consistent and regular basis during the relevant time period without any second meal periods.

7 45. On information and belief, Plaintiff and Aggrieved Employees did not waive their
8 rights to meal periods under the law.

9 46. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
10 meal periods.

11 47. Despite the above-mentioned meal period violations, Defendant failed to
12 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
13 one additional hour of pay at their regular rate as required by California law when meal periods
14 were not timely or lawfully provided in a compliant manner.

15 48. Plaintiff are informed and believe, and thereon alleges, that Defendant know,
16 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
17 entitled to receive premium wages based on their regular rate of pay under California Labor Code
18 § 226.7 but were not receiving such compensation.

19 49. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
20 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
21 period for every four hours worked or major fraction thereof, which is a violation of the California
22 Labor Code and IWC wage order.

23 50. Defendant maintained and enforced scheduling practices, policies, and imposed
24 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
25 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
26 requisite rest periods were not timely authorized and permitted as a result of Defendant' failure to
27 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
28

1 51. Plaintiff and Aggrieved Employees were not permitted to leave store premises for
2 their meal periods or rest periods.

3 52. Plaintiff was consistently not allowed to take a second rest break.

4 53. Plaintiff's meal breaks were frequently interrupted. Defendant required Plaintiff
5 and Aggrieved Employees to carry their cell phones during work hours for work related purposes.
6 These calls were often made during Plaintiff and Aggrieved Employees' meal and rest breaks.

7 54. Despite the above-mentioned rest period violations, Defendant did not compensate
8 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour
9 of pay at their regular rate as required by California law, including California Labor Code § 226.7
10 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
11 and permitted.

12 55. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
13 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive
14 all wages owed to them during their employment. Plaintiff and the other Aggrieved Employees
15 did not receive payment of all wages, including overtime and minimum wages and meal and rest
16 period premiums, within any time permissible under California Labor Code section 204.

17 56. During the relevant time period, Defendant failed to pay Plaintiff and the other
18 Aggrieved Employees all wages within any time permissible under California law, including, *inter*
19 *alia*, California Labor Code section 204.

20 57. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendant knew that at the time of termination of employment (or within 72 hours
22 thereof for resignations without prior notice as the case may be) they had a duty to accurately
23 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
24 meal and rest period premiums, and any associated profit shares earned by Plaintiff and Aggrieved
25 Employees which Defendant had the financial ability to pay such compensation, but willfully,
26 knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified
27 violations.
28

1 58. Plaintiff was paid by Defendant via pay card, however, he was charged a fee for
2 using that pay card anytime he wanted to withdraw cash from the Pay Card. These charges violate
3 Labor Code sections 212 and 213. Plaintiff did not authorize Defendant to pay him via pay card.
4 Defendant did not give him the option of being paid via direct deposit or paper check. Defendant
5 told Plaintiff those methods of payment were not an option.

6 59. Plaintiff received gift cards from Defendant. These gift cards did not appear on
7 Plaintiff's paystubs, creating regular rate issues.

8 60. Plaintiff received monetary compensation for hours worked, i.e. cash, that was not
9 reported on paystubs, violating Labor Code sections 212 and 213. Plaintiff was forced to accept
10 cash payments from his manager.

11 61. Defendant failed to reimburse Plaintiff and Aggrieved Employees for business
12 expenses incurred pursuant to California Labor Code § 2802. Plaintiff was not reimbursed for his
13 personal cell phone use. Such cell phone use was required for work related purposes.

14 62. Plaintiff was not reimbursed for uniform maintenance costs that incurred while
15 Plaintiff was employed by Defendant. Defendant requires Plaintiff and Aggrieved Employees to
16 wear uniform shirts.

17 63. Plaintiff was not paid sick pay in accordance with Labor Code section 246.

18 64. Upon information and belief, Defendant knew and or should have known that it is
19 improper to implement policies and commit unlawful acts such as:
20

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

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

- (c) failing to pay overtime and minimum wages;
- (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) failing to pay sick pay; and
- (i) issuing Pay Cards that charged employees fees, paying compensation through a non-labor code compliant instrument, and/or providing monetary compensation not reported on paystubs

65. In addition to the violations above, and on information and belief, Defendant knew they had a duty to compensate Plaintiff 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.

66. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

V. REPRESENTATIVE CLAIMS

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

67. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

68. PAGA is a mechanism by which the State of California can enforce state labor laws through the employee suing under the PAGA who do 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 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California

1 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
2 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
3 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

4 69. Plaintiff brings this Representative Action on behalf of the State of California with
5 respect to himself and all other individuals who are or previously were employed by Defendant as
6 non-exempt California employees during the applicable statutory period (the “aggrieved
7 employees”).

8 70. On January 6, 2023, Plaintiff complied with notice requirements pursuant to Labor
9 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
10 indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
11 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
12 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
13 representative capacity. The substance and violations set forth in this Complaint of which the
14 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
15 Action Complaint to the LWDA.

16 71. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
17 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
18 Employees of Defendant.

19 72. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
20 which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint,
21 including without limitation Labor Code section 201-204, 212, 213, 226, 226.3 246, 510, 558,
22 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and, 2698 *et seq.*, applicable IWC Wage
23 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

24 73. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay
25 overtime wages owed. Therefore, Defendant violated section 510, and 1194 by not compensating
26 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
27 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
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1 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
2 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
3 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
4 (8) hours in a day on the seventh day of work in a particular work week

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

12 75. Plaintiff and all other aggrieved employees who were separated from employment
13 are entitled to compensation for all forms of wages earned, including but not limited to
14 compensation minimum and overtime wages, but to date have not received such compensation,
15 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

16 76. On information and belief, Defendant willfully failed to pay all wages due and
17 owing upon separation from employment. These wages include minimum and overtime wages.

18 77. On information and belief, Defendant willfully failed to pay all wages due and
19 owing during employment. These wages include minimum and overtime wages.

20 78. On information and belief, Defendant violated Labor Code sections 212 and 213
21 by issuing payment to Plaintiffs and Aggrieved Employees for their wages in a non-Labor Code-
22 compliant instrument. For instance, Defendant on occasion would issue gifts cards to Plaintiffs
23 and Aggrieved Employees to be included as a form of compensation.

24 79. California Labor Code § 212 requires California employers to comply with a series
25 of provisions when issuing wages to employees. In short, the provisions of section 212(a)(1) forbid
26 an employer from issuing payment of wages in an instrument that is not (1) negotiable, (2) payable
27 in cash, (3) on demand, (4) without discount, (5) at an established place of business in the State,
28

1 (6) the name and address of which appears on the instrument, and (7) which place of business has
2 been prepared, by the deposit of funds, the establishment of credit, or by some arrangement or
3 understanding, to pay the money called for by the instrument. *See People v. Turner*, 154 Cal. App.
4 2d F. Supp. 883, 885-86 (1957).

5 80. Labor Code § 213 prohibits an employer from depositing wages due or to become
6 due or an advance on wages to be earned in an account in any bank, savings and loan association,
7 or credit union of the employee's choice with a place of business located in this state, provided
8 that the employee has voluntarily authorized that deposit. If an employer discharges an employee
9 or the employee quits, the employer may pay the wages earned and unpaid at the time the employee
10 is discharged or quits by making a deposit authorized pursuant to this subdivision, provided that
11 the employer complies with the provisions of this article relating to the payment of wages upon
12 termination or quitting of employment.

13 81. On information and belief, Defendant failed to provide accurate itemized wage
14 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
15 and the aggrieved employees pursuant to Labor Code section 226(a). Defendant further failed to
16 include or itemize the gift card payments made to Plaintiffs and Aggrieved Employees.

17 82. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
18 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
19 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
20 for each violation in a subsequent citation, for which the employer fails to provide the employee a
21 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

22 83. Additionally, Defendant have no accurate records relating to aggrieved employees'
23 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
24 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
25 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

26 84. On information and belief, Defendant failed to reimburse Plaintiff and aggrieved
27 Employees for business expenses incurred as described above. Labor Code § 2802 requires
28

1 Defendant to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
2 direct consequences of the discharge of his or her duties. Despite these realities of the job,
3 Defendant failed to provide reimbursements.

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

8 86. Plaintiff was not paid sick pay in violation of Labor Code section 246.

9 87. As a result of Defendant's unlawful conduct, Plaintiff and aggrieved employees
10 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
11 worked.

12 88. Plaintiff and the Representative aggrieved Employees are entitled to recover
13 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

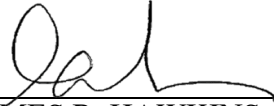
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 16 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 17 2. For reasonable attorneys' fees and costs; and
- 18 3. For such other and further relief as the Court deems proper.
- 19

20 Dated: March 14, 2023

JAMES HAWKINS APLC

21 By: 

22
23 JAMES R. HAWKINS, ESQ.
24 GREGORY MAURO, ESQ.
25 MICHAEL CALVO, ESQ.
26 LAUREN FALK, ESQ.
27 AVA ISSARY, ESQ.

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

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

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

January 6, 2023

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

FAMILY DOLLAR, INC.

a North Carolina Corporation

Agent for Service of Process:

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN

CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE

2710 GATEWAY OAKS DR STE 150N

SACRAMENTO, CA 95833

Receipt No.: 7021 1970 0000 9061 3417

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff JASON A. RODRIGUEZ, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, FAMILY DOLLAR, INC., a North Carolina Corporation, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Kern County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint