

Rick Waltman (State Bar No. 306463)
Ricardo De Leon (State Bar No. 365493)
Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com
rick@ferrarovega.com / ricardo@ferrarovega.com

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County of Imperial
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Attorneys for Plaintiff Thalia Gill

Assigned for All Purposes Including Trial To:

Hon. L. Brooks Anderholt

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

THALIA GILL, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

vs.

DILLARD'S, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No. ECU004835

CLASS ACTION

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Overtime Wages
2. Meal Period Violations
3. Rest Period Violations
4. Untimely Payment of Wages
5. Wage Statement Violations
6. Unfair Competition
7. Individual Retaliation (Labor Code §§ 1102.5 and 98.6)
8. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

1 Plaintiff THALIA GILL, on behalf of all others similarly situated and the State of California
2 under the Private Attorneys General Act (“Plaintiff”) brings this CLASS AND REPRESENTATIVE
3 ACTION COMPLAINT against Defendant DILLARD’S, INC.; and DOES 1 through 50, inclusive
4 (collectively “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. This is a class and representative action filed for wage and hour violations of the
7 California Labor Code. Defendants employed Plaintiff and other covered employees during the PAGA
8 Period.

9 2. Defendants underpaid overtime compensation by miscalculating the regular rate of pay
10 and failing to include non-discretionary bonuses in overtime calculations.

11 3. Defendants failed to provide compliant meal periods due to a work environment that
12 prioritized sales goals and customer demands over employee well-being.

13 4. Defendants failed to authorize and permit compliant rest periods by pressuring
14 employees to remain on the sales floor and requiring them to wait for sufficient coverage before being
15 relieved of their duties.

16 5. Defendants failed to pay the mandatory premium wages for these non-compliant meal
17 and rest periods.

18 6. Defendants’ employment policies and payroll systems enabled these violations on a
19 company-wide basis and utilized deficient employee attestations that failed to correct or account for
20 missed breaks.

21 7. Defendants are further liable for derivative claims for untimely payment of wages
22 during employment and wage statement violations.

23 8. Plaintiff seeks to recover underpaid damages, penalties, interest, attorney's fees, and
24 costs.

25 **JURISDICTION & VENUE**

26 9. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
27 California Constitution as the causes of action are premised upon violations of California law.
28

manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

17. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

18. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

19. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

20. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of class certification.

21. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

22. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of

class members are ascertainable by inspection of Defendants' employment and payroll records.

b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.

c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.

d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.

e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for enforcement of labor laws and allow for vindication of employee rights by unnamed class members.

23. Common questions of law and fact as to the class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the class members constitute violations of California law.

1 **GENERAL ALLEGATIONS**

2 24. Defendants failed to pay Plaintiff and the covered employees overtime wages and the
3 lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Defendants failed
4 to pay Plaintiff and other covered employees overtime compensation at the legally required “regular
5 rate of pay.” Specifically, Defendants maintain a uniform policy or practice of miscalculating the
6 regular rate of pay by utilizing a formula that fails to properly incorporate all non-discretionary wage
7 remuneration including bonuses or otherwise pay overtime at a deficient rate.

8 25. For example, Plaintiff’s wage statement from December 8, 2024, to December 14,
9 2024, shows that Plaintiff was paid a non-discretionary bonus of \$70. Defendant failed to include
10 Plaintiff’s non-discretionary bonus of \$70 in the regular rate of pay. This payment should have been
11 included in the regular rate of pay because it was a non-discretionary incentive bonus paid in response
12 to meeting certain criteria earned in the same pay period she earned overtime. Instead of properly
13 including all non-discretionary remuneration in the regular rate of pay, Defendants paid overtime at a
14 straight rate of 1.5x multiple of Plaintiff’s base rate rather than the increased rate inclusive of these
15 payments.

16 26. Defendants failed to provide compliant meal periods to Plaintiff and covered
17 employees. Defendants created a work environment that emphasized meeting sales goals over
18 employee well being. For example, when covered employees called out of work due to illness,
19 supervisors would often bring up that the employees' sales goals had not been met and attempted to
20 pressure them to come in to work. There were also many instances where due to the demands of the
21 job and ensuring that customers were attended to, Plaintiff and the covered employees took their meal
22 breaks after their fifth hour of work.

23 27. For example, Plaintiff’s time records from October 12, 2025 to October 18, 2025 show
24 that Plaintiff was not able to take a meal period until after their fifth hour of work during two shifts
25 that had a duration of six hours or more. These late meal periods should have been compensated with
26 an additional hour of pay pursuant to Labor Code 226.7, but Defendants wage statements from this
27 same period confirm that no meal period premiums were paid.

1 28. As discussed above, Defendants created a work environment that emphasized sales
2 goals and production over employee well being. Defendants pressured Plaintiff and covered
3 employees to stay on the floor instead of taking their breaks. For example, when Plaintiff and the
4 covered employees would ask their supervisors if they could go on their breaks, Defendants would
5 state that they could not take their breaks until there were sufficient people on the floor to cover their
6 post, and then failed to follow up and allow Plaintiff or covered employees to be relieved of their
7 duties to take their breaks. Plaintiff has also experienced unwarranted pressure to remain on the floor
8 at all times while clocked in. Plaintiff has gone to her locker to retrieve and take medication and upon
9 her return to the floor, Defendants have scolded her for leaving her post.

10 29. Because Defendants failed to pay all wages and premiums in each pay period in which
11 such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b
12 (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by
13 failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within
14 seven calendar days of the close of the payroll period, as a result of the policies and practices set forth
15 in this complaint.

16 30. Because of the policies and practices set forth in this notice, including the failure to
17 accurately account for wages earned or hours worked, Defendants failed to accurately maintain records
18 in accordance with Labor Code section 1174 and the IWC Wage Orders.

19 31. On or about May 18, 2026, Plaintiff's manager directed her to fill out and sign a time
20 record attestation document, covering the week of May 3, 2026 to May 9, 2026.

21 32. Defendant's highlighted a specific shift on Thursday, May 7, 2026, where Plaintiff
22 clocked in at 12:01 and did not take a meal break until 17:12, reflecting a late meal period taken after
23 her fifth hour of work. The boilerplate text on the form required Plaintiff to certify that she was
24 provided a compliant opportunity to take her meal break or to check a box stating she requested to
25 take it late.

26 33. Plaintiff refused to sign the attestation form as requested because she did not agree that
27 she was given a proper meal period. Plaintiff opposed signing an inaccurate document that would
28 waive her right to proper meal periods and premium pay. While Plaintiff eventually signed her name

on the document on May 18, 2026, she refused to complete the sections that mischaracterized the late meal period.

34. Defendants immediately retaliated against Plaintiff for protecting her rights. On May 18, 2026, Defendants issued a formal, written “DOCUMENTATION OF DISCIPLINARY ACTION” penalizing Plaintiff for an “improper action” because she refused to fully complete the attestation form.

35. Following this write-up, Plaintiff requested a copy of the Time Record Attestation form she was asked to sign and a copy of the written disciplinary action.

36. In further retaliation for her protected complaints and her request for copies of her records, Defendants issued Plaintiff a second write-up. This second write-up falsely claimed Plaintiff committed an improper action by failing to go to lunch at her scheduled time on the occasion highlighted, alleging she made a unilateral decision not to step away.

37. Plaintiff was strictly prohibited from leaving her post until adequate floor coverage was available to relieve her. Plaintiff believes that store video footage will conclusively show that no such coverage was available during her scheduled lunch time, directly contradicting Defendants’ pretextual basis for the discipline.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

Violation of Labor Code §§ 510 and 1194

38. All outside paragraphs of this Complaint are incorporated into this section.

39. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime wages all overtime hours worked, and which further provide a private right of action for an employer’s failure to pay all overtime compensation for overtime hours worked.

40. Defendants failed in their affirmative obligation to pay Plaintiff and class members no less than one and one-half times their respective “regular rate of pay” for all hours worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of work in any one workweek, and no less than twice their respective “regular rate of pay” for all hours over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for

1 such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC
2 Wage Orders (the “Hours and Days of Work” sections of the applicable orders).

3 41. Plaintiff and class members are entitled to recover the full amount of the unpaid
4 overtime, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the
5 extent permitted by law.

6 **SECOND CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **Violation of Labor Code §§ 226.7 and 512**

9 42. All outside paragraphs of this Complaint are incorporated into this section.

10 43. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
11 §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or
12 meal period premiums in lieu thereof), and which further provide a private right of action for an
13 employer’s failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful
14 regular rate of compensation.

15 44. Defendants willfully failed in their affirmative obligation to consistently provide
16 Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning
17 before the fifth hour of hour for each work period of more than five hours per day and a second duty-
18 free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in
19 violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods”
20 sections of the applicable orders).

21 45. Further, Defendants willfully failed in their affirmative obligation to consistently pay
22 Plaintiff and class members one additional hour of pay at the respective regular rate of compensation
23 for each workday that a fully compliant meal period was not provided, in violation of Labor Code
24 sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the
25 applicable orders).

26 46. Plaintiff and class members are entitled to recover the full amount of the meal period
27 premiums owed, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to
28 the extent permitted by law.

1 **THIRD CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **Violation of Labor Code §§ 226.7 and 516**

4 47. All outside paragraphs of this Complaint are incorporated into this section.

5 48. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
6 §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods
7 (or rest period premiums in lieu thereof), and which further provide a private right of action for an
8 employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful
9 regular rate of compensation.

10 49. Defendants willfully failed in their affirmative obligation to consistently authorize and
11 permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten
12 (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code
13 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the "Rest Periods" sections of the
14 applicable orders).

15 50. Further, Defendants willfully failed in their affirmative obligation to consistently pay
16 Plaintiff and class members one additional hour of pay at the respective regular rate of compensation
17 for each workday that a fully compliant rest period was not provided, in violation of Labor Code
18 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

19 **FOURTH CAUSE OF ACTION**

20 **UNTIMELY PAYMENT OF WAGES**

21 **Violation of Labor Code §§ 204, 210, 218**

22 51. All outside paragraphs of this Complaint are incorporated into this section.

23 52. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
24 §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay
25 period, and which further provide a private right of action for an employer's failure to comply with
26 this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due
27 under these sections, including Labor Code § 210(c)'s statutory late payment penalties.
28

53. Defendants willfully failed in their affirmative obligation to timely pay all wages, including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice during each calendar month on days designated in advance by the employer as regular paydays (for employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages” sections of the applicable orders).

54. Plaintiff and class members are entitled to recover the full amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay each employee and \$200 for all subsequent violations and for all willful or intentional violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

Violation of Labor Code § 226

55. All outside paragraphs of this Complaint are incorporated into this section.

56. This cause of action is brought by a wage statement subclass pursuant to Labor Code § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each pay period, and which further provide a private right of action for an employer's failure to comply with this obligation.

57. Defendants knowingly and intentionally failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and class members. Specifically, the wage statements issued to Plaintiff and class members did not accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9). Specifically, Defendant failed to include employee names and identification numbers on the wage statements, the pay rates for all forms of remuneration including “commission & bonus OT,” and the accurate net and gross pay due to Defendant’s failure to pay overtime at the proper hourly rate and to pay all premiums owed as discussed above.

58. Defendants' unlawful acts and omissions deprived Plaintiff and class members of accurate itemized wage statements, causing confusion and concealing wage and premium underpayments.

59. As a result, Plaintiff and class members are entitled to recover the statutory penalty of \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 226(e).

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

60. All outside paragraphs of this Complaint are incorporated into this section.

61. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

62. Defendants' dependence on these unfair and/or unlawful business practices deprived Plaintiff and continue to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

63. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

64. Plaintiff does not have an adequate remedy at law for past or future violations, to the extent the statute of limitations on each of the alleged causes of action do not extend to the four year

1 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
2 violations do not provide a private right of action.

3 65. Plaintiff and class members are entitled to injunctive relief against Defendants,
4 restitution, and other equitable relief to return all funds over which Plaintiff and class members have
5 an ownership interest and to prevent future damage and the public interest under Business and
6 Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,
7 attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure
8 § 1021.5.

9 **SEVENTH CAUSE OF ACTION**

10 **INDIVIDUAL RETALIATION**

11 **Violation of Labor Code §§ 1102.5 and 98.6**

12 **(By Plaintiff Thalia Gill Individually Against All Defendants)**

13 66. All outside paragraphs of this Complaint are incorporated into this section.

14 67. California Labor Code section 1102.5(b) prohibits an employer from retaliating
15 against an employee for disclosing information to a manager or supervisor who has authority to
16 investigate, discover, or correct a violation, where the employee has reasonable cause to believe the
17 information discloses a violation of a state statute, rule, or regulation.

18 68. California Labor Code section 1102.5(c) prohibits an employer from retaliating
19 against an employee for refusing to participate in an activity that would result in a violation of a state
20 statute, rule, or regulation.

21 69. California Labor Code section 98.6 prohibits an employer from retaliating,
22 discharging, or discriminating against an employee because the employee exercised rights afforded
23 under the Labor Code, including the right to proper meal periods and the right to oppose inaccurate
24 record-keeping.

25 70. Plaintiff engaged in protected activity under Labor Code sections 1102.5 and 98.6
26 when she filed her PAGA notice with the LWDA on April 29, 2026, and when she refused to
27 execute an inaccurate "Time Record Attestation" form that mischaracterized a late meal break,
28

1 complained to her manager that she was denied a proper meal period, and requested copies of her
2 personnel and disciplinary records to protect her rights.

3 71. Plaintiff had reasonable cause to believe, and did believe, that filling out the
4 inaccurate attestation form document as demanded would violate California record-keeping laws and
5 wage orders, including Labor Code sections 226, 226.7, and 512.

6 72. Defendants knew of Plaintiff's protected conduct. Defendants issued a written
7 "Documentation of Disciplinary Action" on May 18, 2026, to penalize her for refusing to complete
8 the attestation form, and subsequently issued a second write-up to blame her for the late lunch
9 highlighted.

10 73. Defendant also attempted to deny Plaintiff baby bonding leave after she filed her
11 PAGA notice and after she refused to sign an inaccurate attestation.

12 74. Plaintiff's protected activities were a contributing and motivating factor in
13 Defendants' decision to subject her to these adverse employment actions. Defendants' stated reasons
14 for the discipline are pretextual fabrications designed to penalize her for exercising her statutory
15 rights.

16 75. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff has
17 suffered damages, including emotional distress, humiliation, mental suffering, and anxiety, in an
18 amount to be proven at trial.

19 76. Defendants carried out these retaliatory actions maliciously, oppressively, and with
20 the intent to injure Plaintiff, justifying an award of punitive damages under California Civil Code
21 section 3294.

22 77. Plaintiff is entitled to recover civil penalties of up to \$10,000 per violation under
23 Labor Code section 1102.5(f), reasonable attorneys' fees, and costs of suit under Labor Code section
24 1102.5(j) and Labor Code section 98.6.

1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

3 **Violation of Labor Code §§ 2698 *et seq.***

4 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

5 78. All outside paragraphs of this Complaint are incorporated into this section.

6 79. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
7 the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”),
8 codified as Labor Code section 2698 *et seq.*:

9 a. All current and former non-exempt employees who worked for Defendants in
10 California at any time from one year prior to the postmark date of the initial
11 PAGA notice through date of trial.

12 80. Plaintiff reserves the right to amend, supplement, or add to this description of the
13 aggrieved employees, according to proof.

14 81. The State of California, via the Labor and Workforce Development Agency
15 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
16 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
17 files suit is always the real party in interest.”])

18 82. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
19 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
20 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
21 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
22 action brought by an aggrieved employee on behalf of the employee and other current or former
23 employees against whom a violation of the same provision was committed pursuant to the procedures
24 specified in Section 2699.3. “

25 83. Any allegations regarding violations of the IWC Wage Orders are enforceable as
26 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
27 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
28

84. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil penalties under the PAGA.

85. On or about **April 29, 2026**, Plaintiff paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

86. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

87. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

88. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

89. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

90. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- b. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- c. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.

d. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

e. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

91. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5.
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;
- l. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- m. For recovery of all civil penalties and other recoverable amounts under the PAGA;

- 1 n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
2 permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699,
3 and Code of Civil Procedure section 1021.5 and any other applicable sections; and
4 o. For such other relief the Court deems just and proper.

5
6 Dated: July 9, 2026

Ferraro Vega Employment Lawyers, Inc.

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9 Rick Waltman
10 Ricardo De Leon
11 Nicholas J. Ferraro
12 *Attorneys for Plaintiff Thalia Gill*
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EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

April 29, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- *Electronic Return Receipt* -

DILLARD'S INC.
1600 Cantrell Road
Little Rock, Arkansas 72201

- *PAGA Notice & Filing Fee* -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **THALIA GILL** ("Plaintiff(s)") and all other "covered employees" of the following "Defendant(s)":

DILLARD'S INC.

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices

affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Sales Support Specialist from about May 2022 to Present. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees, including those misclassified as non-exempt, who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “covered employees” and the “PAGA Period”). As defined, these covered current and former employees are “aggrieved employees” under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the “covered employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Overtime

Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the covered employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of

12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee,” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the covered employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. Defendants failed to pay Plaintiff and other covered employees overtime compensation at the legally required “regular rate of pay.” Specifically, Defendants maintain a uniform policy or practice of miscalculating the regular rate of pay by utilizing a formula that fails to properly incorporate all non-discretionary wage remuneration including bonuses or otherwise pay overtime at a deficient rate.

An illustrative example of this violation is shown below:

SUMMARY OF EARNINGS AND DEDUCTIONS					
			CURRENT		YTD
NET PAY			\$713.64		\$11,641.94
EARNINGS/CONTRIBUTIONS					
	HOURS	RATE	CURRENT	YTD HOURS	YTD
REGULAR PAY	38.00	\$17.85	\$678.30	592.50	\$10,576.16
BREAK TIME	2.00	\$17.85	\$35.70	28.50	\$508.80
COMMISSION & BONUS OT			\$4.51		\$10.97
OVT SELLING PAY	5.60	\$26.78	\$149.94	14.80	\$396.27
PREMIUM				7.60	\$67.83
INVENTORY				4.00	\$71.40
CORP APPROVED TRAINING				1.20	\$21.42
VACATION				79.50	\$1,419.08
HOLIDAY				19.60	\$349.87
SICK PAY				42.20	\$797.20
IPS BONUS			\$70.00		\$380.80
TOTAL			\$938.45		\$14,599.80
401K (PLAN TRUSTEE MATCH)			\$32.85		\$424.37
PER DIEM/REIMBURSEMENTS			\$2.31		\$20.79

Extract from Plaintiff's wage statement dated Dec 8, 2024 - Dec 14, 2024.

Here, Defendant failed to include Plaintiff's non-discretionary bonus of \$70 in the regular rate of pay. This payment should have been included in the regular rate of pay because it was a non-discretionary incentive bonus paid in response to meeting certain criteria earned in the same pay period she earned overtime. Instead of properly including all non-discretionary

remuneration in the regular rate of pay, Defendants paid overtime at a straight rate of 1.5x multiple of Plaintiff's base rate rather than the increased rate inclusive of these payments.

Defendant unlawfully paid overtime to Plaintiff and the aggrieved employees at a 1.5x multiple of their straight hourly rate. For each overtime hour worked, Defendant should have paid overtime ***“at a rate no less than one and one-half times the regular rate of pay for an employee”*** as required by the plain language of Labor Code section 510(a) and the IWC Wage Orders. Defendant's failure to pay overtime at the regular rate of pay was common to the covered employees. Defendant violated the Labor Code accordingly.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the covered employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period

taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Defendants failed to provide compliant meal periods to Plaintiff and aggrieved employees. Defendants created a work environment that emphasized meeting sales goals over employee well being. For example, when aggrieved employees called out of work due to illness, supervisors would often bring up that the employees' sales goals had not been met and attempted to pressure them to come in to work. There were also many instances where due to the demands of the job and ensuring that customers were attended to, Plaintiff and the aggrieved employees took their meal breaks after their fifth hour of work.

An illustrative example of the late meal periods is seen below:

THALIA J GILL

EXP 680011 WKC 0240

--DATE--	DAY	TOTAL	---CLOCK1--	---CLOCK2--	---CLOCK3--	---CLOCK4--
10/12/25	SUN	6:01	11:45 14:46	15:21 18:21		
10/13/25	MON	7:29	11:58 17:06	18:06 20:27		
10/14/25	TUE	5:31	15:00 20:31			
10/15/25	WED	7:21	10:45 14:10	15:12 19:08		
10/16/25	THU	0:00				
10/17/25	FRI	7:24	12:00 16:30	17:29 20:23		
10/18/25	SAT	7:13	10:46 14:01	15:01 18:59		
		40:59				

PPBPR225.PASB6418
STORE: 0962

COMBINED CHECK REGISTER
ATKINS WEEK: 2025-09-2 FOR CALENDAR WEEK: 10/12/25 - 10/18/25

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NAME	EXP	WKC	10/12/25 SUN	10/13/25 MON	10/14/25 TUE	10/15/25 WED	10/16/25 THU	10/17/25 FRI	10/18/25 SAT	TOTAL
GILL	T J	680011 0240	11:45 14:46 15:21 18:21	11:58 17:06 18:06 20:27	15:00 20:31	10:45 14:10 15:12 19:08		12:00 16:30 17:29 20:23	10:46 14:01 15:01 18:59	
DIRECT DEPOSIT										
TOTAL HOURS:			6:01	7:29	5:31	7:21	0:00	7:24	7:13	40:59
			***** TIME GREATER THAN 37.5 HOURS							

SUMMARY OF EARNINGS AND DEDUCTIONS

	CURRENT	YTD
NET PAY	\$585.91	\$6,726.81

EARNINGS/CONTRIBUTIONS

	HOURS	RATE	CURRENT	YTD HOURS	YTD
REGULAR PAY	38.20	\$17.85	\$681.87	291.30	\$5,199.73
BREAK TIME	1.80	\$17.85	\$32.13	13.40	\$239.23
COMMISSION & BONUS OT					\$5.56
OVT SELLING PAY	1.00	\$26.78	\$26.78	2.50	\$66.94
PREMIUM				7.60	\$67.83
INVENTORY				4.00	\$71.40
VACATION				79.50	\$1,419.08
HOLIDAY				13.60	\$242.77
SICK PAY				42.20	\$797.20
IPS BONUS					\$199.50
TOTAL			\$740.78		\$8,309.24
401K (PLAN TRUSTEE MATCH)			\$18.52		\$204.19

PRETAX DEDUCTIONS

	TOTAL AMOUNT	CURRENT	YTD
401K PRETAX CONTRIBUTIONS	4.0%	\$29.63	\$325.01
TOTAL		\$29.63	\$325.01

TAXES

	CURRENT	YTD	CURR. TAXABLE WAGES	YTD TAXABLE WAGES
FEDERAL INCOME TAX	\$46.14	\$406.05	\$711.15	\$8,009.23
SOCIAL SECURITY	\$45.93	\$516.72	\$740.78	\$8,334.24
MEDICARE	\$10.74	\$120.85	\$740.78	\$8,334.24
STATE TAX, CA	\$13.54	\$113.77	\$711.15	\$8,009.23
EMPLOYEE SDI/FAMLI	\$8.89	\$100.03		

NOTES

You have 0.0 hours of paid sick leave accrued and 0.0 hours of paid sick leave available to use through 01/31/2026.
Fringes, Pts Plus, and/or declared tips have been increased by \$0.00 for the current pay period and \$25.00 year to date.
You have been paid for 41.0 hours this pay period. You worked 41.0 hours consisting of 39.2 chargeable hours and 1.8 hours that were not chargeable.

Excerpts from Plaintiff's time and pay records for the week of 10/12/2025 - 10/18/2025

The time and pay records above show two instances in which Plaintiff was unable to take her meal period until after the 5th hour of work. These late meal periods should have been compensated with an additional hour of pay pursuant to Labor Code 226.7. Defendants wage statements confirm that no meal period premiums were paid.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the covered employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

As discussed above in the Unpaid Meal Period Premium Wages section, Defendants created a work environment that emphasized sales goals and production over employee well being. Defendants pressured Plaintiff and aggrieved employees to stay on the floor instead of taking their breaks. For example, when Plaintiff and the aggrieved employees would ask their supervisors if they could go on their breaks, Defendants would state that they could not take their breaks until there were sufficient people on the floor to cover their post, and then failed to follow up and allow Plaintiff or aggrieved employees to be relieved of their duties to take their breaks.

Plaintiff has also experienced unwarranted pressure to remain on the floor at all times while clocked in. Plaintiff has gone to her locker to retrieve and take medication and upon her return to the floor, Defendants have scolded her for leaving her post.

Defendant will likely try to rely on their attestations to claim that employees confirmed breaks were provided but these attestations shared below are deficient.

By signing below, I confirm that I have reviewed my time records, which are reflected above, and that these time records are accurate and completely reflect the times that I performed work of any kind. I have notified my manager of any inaccurate or missing work time and my manager has made any corrections. I have reviewed any corrections made and acknowledge that they are correct.

MEAL BREAKS

On the work days reflected above, I was provided the opportunity to timely take all 60-minute duty-free uninterrupted meal breaks as required by Company policy.

For each late or missed meal break, or any meal break lasting less than 30 minutes reflected above, please check the applicable option below AND complete the explanation section (if applicable).

1. ☐ I requested to skip/take my meal break late OR take a short meal break.

2. ☐ I worked through/took my meal break late OR took a short meal break.

YOU MUST SPECIFY THE REASON IF YOU SELECTED OPTION 2: _____

REST BREAKS

On the work days reflected above, I was authorized and permitted to take all 10-minute duty-free and uninterrupted rest breaks as required by Company policy (3.5 up to 6 hours = one 10-minute break; and/or more than 6 hours up to 10 hours = two 10-minute breaks) except as set forth below:

Date(s) of missed/interrupted rest break(s) _____

Reason(s): _____

confirm that if I have questions or concerns about my time records, rest breaks, meal breaks or any other wage-related issue, I will immediately notify my store manager.

Thalia Gill
Associate Signature

10/25/25
Date

Excerpt from Attestation signed for week of 10/12/25 - 10/18/25

The attestation above was signed by Plaintiff for the same week in which the facially noncompliant meal periods above took place. These attestations ask employees to explain why their meal periods were late. Defendant had access to employees time records and therefore was on notice that Plaintiff had noncompliant meal periods this period. Despite this, Defendant took no corrective action and failed to properly follow up with Plaintiff regarding her deficient attestation.

This practice shows that Defendants attestations were insufficient to prove that breaks were actually taken and/or compliant.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other covered employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other covered employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the covered employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

Ricardo De Leon

Ricardo De Leon

Cc Plaintiff Thalia Gill
Counsel for Defense, legal@dillards.com