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16 Attorneys for Plaintiff CAROL WILSON
17 Individually and on behalf of all others similarly situated.

18
19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF STANISLAUS**

21 CAROL WILSON, on behalf of the general
22 public as private attorney general,

23
24 Plaintiff,

25 v.

26 DOLGEN CALIFORNIA, LLC, a Tennessee
27 Limited Liability Company; and DOES 1-50,
28 inclusive,

Defendants.

CASE NO.: CV-26-006418

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

This case has been assigned to Judge Mayne, John R.
Dept. 21
Department _____, for all purposes including Trial.

1 Plaintiff CAROL WILSON (“Plaintiff”), on behalf the general public and all non-exempt
2 aggrieved employees, acting on behalf of the California Attorney General as private attorney
3 general, asserts claims against Defendants DOLGEN CALIFORNIA, LLC, a Tennessee Limited
4 Liability Company, and DOES 1-50, inclusive, (collectively “Defendants”) as follows:

5 **I. INTRODUCTION**

6 1. This is a representative action for recovery of penalties under the Private Attorneys
7 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
8 employees” to bring a lawsuit as a representative action on behalf of the general public as private
9 attorney general and all other current and former aggrieved employees, to recover civil penalties
10 and address an employer’s violations of the California Labor Code.

11 2. In this case, Defendants violated various provisions of the California Labor Code.
12 As set forth below, Defendants implemented policies and practices which led to Defendants’: (a)
13 failure to pay wages including overtime; (b) failure to provide meal periods for every work period
14 exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour’s of
15 pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to
16 provide rest breaks for every four hours or major fraction thereof worked and failure to pay an
17 additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest
18 period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
19 accurate itemized wage statements; and (f) failing to reimburse expenses. As a result, Plaintiff
20 seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney
21 general and all other aggrieved employees.

22 **II. JURISDICTION AND VENUE**

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

27 4. This Court has jurisdiction over Defendants because, upon information and belief,
28 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

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

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

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

18 8. On information and belief, during the statutory liability period and continuing to the
19 present (“liability period”), Defendant consistently maintained and enforced against Defendant’s
20 Non-Exempt aggrieved Employees, among others, the following unlawful practices and policies,
21 in violation of California state wage and hour laws: (a) failure to pay wages including overtime;
22 (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10)
23 hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s
24 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
25 major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an
26 additional hour’s of pay in lieu of providing a rest period; (d) failing to pay timely wages required
27 by Labor Code § 203; (e) failing to provide accurate itemized wage statements; and (f) failing to
28 reimburse expenses.

9. 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 201-203, 510, 512, 558, 226, 226.3, 226.7, 432, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

10. Plaintiff, CAROL WILSON, was employed by Defendants in approximately March 27, 2017 as a Non-Exempt Employee with the titles of Produce Manager and Assistant Store Manager and worked during the liability period for Defendant until Plaintiff's separation from Defendant's employ in approximately August 1, 2025. Plaintiff's duties included, but were not limited to loading the ordering and restocking produce, operating point of sale, store opening and store closing duties, bank runs, stocking, and register operation, among other management duties.

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

a) perform work subject to the control of the employer without being compensated all wages including overtime and minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);

b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

d) failing to pay wages, including overtime and minimum wages;

- e) failing to provide accurate itemized wage statements;
- f) failing to timely pay Plaintiff and Aggrieved Employees; and
- g) not reimbursed necessary business expenses.

On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with Defendants, 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. Defendants

12. Defendants DOLGEN CALIFORNIA, LLC, a Tennessee Limited Liability Company operate as a retail store business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

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

14. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

15. At all times set forth herein, Defendants employed Plaintiff and other persons in the

1 capacity of non-exempt positions, however titled, throughout the state of California.

2 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
3 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
4 rules and regulations of the IWC California Wage Orders.

5 17. Defendants continue to employ Non-Exempt Employees, however titled, in
6 California and implement a uniform set of policies and practices to all non-exempt employees, as
7 they were all engaged in the job duties related to Defendant's retail store business.

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

11 19. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
12 Employees are citizens of the state of California.

13 20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
14 Employees based upon an hourly rate.

15 21. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
16 excess of five hours without being provided a lawful meal period and over ten hours in a day
17 without being provided a second lawful meal period as required by law.

18 22. Plaintiff and Aggrieved Employees suffered interrupted and/or late meal breaks
19 approximately 2-3 times per week. For instance, Plaintiff was forced to take late meal breaks due
20 to work demands and Defendant's general practice and policies. Plaintiff, and her fellow
21 employees, would often be interrupted by management or customers and were not able to take a
22 compliant uninterrupted 30 minute meal break.

23 23. Defendants failed to pay premium wages for missed, short or late meal breaks.

24 24. Indeed, during the relevant time, as a consequence of Defendants' staffing and
25 scheduling practices, work demands, and Defendants' policies and practices, Defendants
26 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
27 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

28 25. Similarly, as a consequence of Defendants' staffing and scheduling practices, work

1 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
2 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
3 required by law.

4 26. On information and belief, Plaintiff and Aggrieved Employees did not waive their
5 rights to meal periods under the law.

6 27. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
7 meal periods.

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

12 29. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
13 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
14 were entitled to receive premium wages based on their regular rate of pay under Labor Code
15 §226.7 but were not receiving such compensation.

16 30. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
17 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
18 period for every four hours worked or major fraction thereof, including third rest breaks which is a
19 violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the
20 aforementioned ten (10) hour and above work days.

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

26 32. Despite the above-mentioned rest period violations, Defendants did not compensate
27 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
28 pay at their regular rate as required by California law, including Labor Code section 226.7 and the

1 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
2 permitted. Plaintiff was required to remain on duty through his available rest breaks and he would
3 be required to drive on the road during his rest periods.

4 33. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
5 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
6 to conduct pre-shift and post-shift work activities. For instance, Plaintiff and all other employees
7 were required to go through mandatory bag checks before they could begin work, as well as for
8 meal breaks, and upon leaving work. The bag checks were required and were conducted in front of
9 a camera for approximately two (2) minutes per bag check. Plaintiff and Aggrieved Employees
10 were not compensated for this time spent working off the clock.

11 34. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
12 compensated for all time worked as Plaintiff and Aggrieved Employees conducted off-the-clock
13 work while waiting for time clocks to become available. For instance, Plaintiff and Aggrieved
14 Employees had to wait in line for time clocks to become available to clock-in and clock-out.
15 Plaintiff and Aggrieved Employees were not compensated for their time spent waiting to clock in
16 and out.

17 35. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
18 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-clock
19 work spent on Plaintiff's personal cell phone for work related purposes. For instance, the company
20 required use of personal cell phones for work related matters such as communicating with
21 management. Plaintiff and Aggrieved Employees were not compensated for this time spent
22 working off-the-clock.

23 36. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
24 compensated for all time worked as Plaintiff and Aggrieved Employees conducted off-the-clock
25 work to assist customers prior to shift start time. For example, Plaintiff often would assist
26 customers prior to clocking in and Defendants did not compensate Plaintiff for this time spent
27 working to conduct pre-shift activities.

28 37. Defendants also failed to provide accurate, lawful itemized wage statements to

1 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
2 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
3 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
4 Plaintiff and the Aggrieved Employees' wage statements.

5 38. Defendants also failed to reimburse Plaintiff and Aggrieved Employees for business
6 expenses incurred pursuant to Labor Code section 2802. Plaintiff and Aggrieved Employees were
7 required to use their personal cell phones to carry out their work-related duties while under the
8 direction and control of Defendants. Plaintiff was required to use her personal cell phone for work
9 purposes including, texting/calling management and her boss, texting/calling co-workers, and
10 conducting price checks and other tasks with her personal cell phone device. Despite these
11 realities, Defendants failed to reimburse Plaintiff and Aggrieved Employees for the purchase of
12 these tools.

13 39. On information and belief, during the relevant time frame, Defendants failed to
14 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
15 the purchase of required uniforms consisting of aprons with the company logo. Plaintiff and
16 Aggrieved Employees were also not reimbursed for the maintenance and upkeep of their uniforms
17 and were required to pay out of pocket for cleaning and maintaining the uniforms.

18 40. On information and belief, during the relevant time frame, Defendants failed to
19 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
20 mileage. For instance, Plaintiff was required to use her personal vehicle during work hours to drive
21 to and from the bank for the Company, approximately four (4) times per week. Defendants failed
22 to reimburse Plaintiff and Aggrieved Employees for mileage incurred with the use of their personal
23 vehicles to conduct bank runs for the Company.

24 41. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
26 thereof for resignations without prior notice as the case may be) they had a duty to accurately
27 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
28 meal and rest period premiums, and that Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
2 because of the above-specified violations.

3 42. Upon information and belief, Defendants knew and or should have known that it is
4 improper to implement policies and commit unlawful acts such as:

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

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

13 (c) failing to pay overtime and minimum wages;

14 (d) failing to provide accurate itemized wage statements;

15 (e) failing to timely pay Plaintiff and Aggrieved Employees; and

16 (f) failing to reimburse business expenses;

17 43. In addition to the violations above, and on information and belief, Defendants knew
18 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
19 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
20 knowingly, recklessly, and/or intentionally failed to do so.

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

25 **REPRESENTATIVE CLAIMS**

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

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

1 46. On April 15, 2026, Plaintiff complied with notice requirements pursuant to Labor
2 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
3 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
4 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
5 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
6 representative capacity. The substance and violations set forth in this Complaint of which the
7 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
8 Action Complaint to the LWDA.

9 47. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
10 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
11 Employees of Defendants.

12 48. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
13 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
14 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174,
15 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage Orders and
16 California Code of Regulations, Title 8, section 11000 *et seq.*

17 49. At all times relevant, Plaintiff and all other aggrieved employees regularly
18 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
19 rest break requirements of the applicable IWC wage order and the Labor Code.

20 50. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
21 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
22 aggrieved Employees to work off-the-clock as outlined above.

23 51. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
24 overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime
25 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
26 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its
27 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in
28 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at

1 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
2 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
3 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
4 in a day on the seventh day of work in a particular work week.

5 52. Defendants failed to provide Plaintiff and all other aggrieved employees
6 uninterrupted duty-free meal periods of not less than thirty (30) minutes. Defendants implemented
7 and enforced policies of on duty meal period practices which required employees to work during
8 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior to
9 thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff
10 and all other aggrieved employees have been damaged in an amount according to proof at time of
11 trial.

12 53. Plaintiff, and on information and belief, all aggrieved employees, were
13 systematically not permitted or authorized to take ten-minute rest periods for every four hours
14 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
15 Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour
16 of wages for every day in which a rest period was missed or untimely as a result of Defendants'
17 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period
18 for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and
19 by failing to provide compensation for such non-provided or shortened rest periods, as alleged
20 above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
21 applicable IWC Wage Order.

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

1 55. Plaintiff and all other aggrieved employees who were separated from employment
2 are entitled to compensation for all forms of wages earned, including but not limited to
3 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
4 have not received such compensation, therefore entitling them to penalties under PAGA for
5 violations of Labor Code sections 201-203.

6 56. On information and belief, Defendants willfully failed to pay all wages due and
7 owing upon separation from employment. These wages include but are not limited to regular and
8 overtime wages, and meal and rest period premiums.

9 57. In addition, upon information and belief, Plaintiff alleges that Defendants failed to
10 pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants
11 failed to factor all forms of compensation into the regular rate.

12 58. On information and belief, Defendants failed to provide accurate itemized wage
13 statements which failed to include the rate of pay and total hours worked per pay period, failed to
14 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
15 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
16 to Labor Code section 226(a).

17 59. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
18 and the hours for which they worked for any given pay period.

19 60. Defendants have failed to accurately record all time worked.

20 61. Defendants have also failed to accurately record the meal and rest period premiums
21 owed and all wages owed per pay period.

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

27 63. Labor Code section 1197 makes it unlawful to pay an employee less than the
28 minimum wage as established by the Industrial Welfare Commission.

1 64. Labor Code section 1198 provides that the maximum hours of work and the
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
3 standard conditions of labor by the commission shall be the maximum hours of work and the
4 standard conditions of labor for employees. The employment of any employee for longer hours
5 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

6 65. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

7 66. In relevant part, Section 5 of the applicable wage order provides:

8 (A) Each workday an employee is required to report for work and does report,
9 but is not put to work or is furnished less than half said employee's usual or scheduled
10 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
rate of pay, which shall not be less than the minimum wage.

11 67. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
12 Employees for business expenses incurred as described above. Labor Code § 2802 requires
13 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
14 direct consequences of the discharge of his or her duties. Despite these realities of the job,
15 Defendants failed to provide reimbursements.

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

20 69. Additionally, Defendants have no accurate records relating to aggrieved employees'
21 work periods, meal periods, total daily hours worked, total hours worked per payroll period and
22 applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate
23 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

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

28 71. Labor Code §1198.5(a) provides that "[e]very current and former employee, or his

1 or her representative, has the right to inspect and receive a copy of the personnel records that the
2 employer maintains relating to the employee's performance or to any grievance concerning the
3 employee."

4 72. 1198.5(b)(1) the employer shall make the contents of those personnel records
5 available for inspection to the current or former employee, or his or her representative, at
6 reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the
7 employer receives a written request, unless the current or former employee, or his or her
8 representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the
9 records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of
10 the written request. Upon a written request from a current or former employee, or his or her
11 representative, the employer shall also provide a copy of the personnel records, at a charge not to
12 exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer
13 receives the request, unless the current or former employee, or his or her representative, and the
14 employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as
15 long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the
16 written request. Except as provided in paragraph (2) of subdivision (c), the employer is not
17 required to make those personnel records or a copy thereof available at a time when the employee
18 is actually required to render service to the employer, if the requester is the employee.

19 73. 1198.5(k) if an employer fails to permit a current or former employee, or his or her
20 representative, to inspect or copy personnel records within the times specified in this section, or
21 times agreed to by mutual agreement as provided in this section, the current or former employee or
22 the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the
23 employer. Here, Defendant failed to furnish such records upon Plaintiff's request.

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

28 75. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are

1 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
2 worked.

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

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

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

10
11
12 Dated: June 22, 2026

JAMES HAWKINS APLC

13
14 By: 

15 JAMES R. HAWKINS, ESQ.
16 GREGORY MAURO, ESQ.
17 MICHAEL CALVO, ESQ.
18 LAUREN FALK, ESQ.
19 AVA ISSARY, ESQ.

20 Attorneys for Plaintiff CAROL WILSON, on
21 behalf of the general public as private attorney
22 general

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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

April 15, 2026

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

DOLGEN CALIFORNIA, LLC

A Tennessee Limited Liability Company

Agent for Service of Process:

CSC – Lawyers Incorporating Service

Koy Saechao

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833

Receipt No.: 9589 0710 5270 0078 0220 55

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

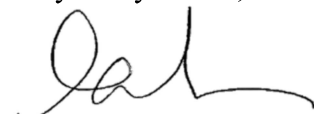
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff CAROL WILSON, 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 and DOLGEN CALIFORNIA, LLC, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Stanislaus 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,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint