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Brionna Craven, and Katie Sanchez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

TIMOTHY PRYOR, BRIONNA
CRAVEN, and KATIE SANCHEZ, as
aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA"),
on behalf of the State of California and
other aggrieved employees,

Plaintiffs,

vs.

DOLLAR TREE STORES, INC., a
Virginia corporation; DOLLAR TREE
MANAGEMENT, LLC, a Virginia limited
liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 25-CIV-03053

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(A); and
- (2) Claim for Civil Penalties Pursuant to
PAGA § 2699 for Violations of California
Labor Code and IWC Wage Order No.
7-2001, subdivision 14(B).

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 4/28/2025
By /s/ Kimberly Claussen
Deputy Clerk

1 Plaintiffs Timothy Pryor, Brionna Craven, and Katie Sanchez, as aggrieved employees
2 and on behalf of the State of California and all other aggrieved employees, allege as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 on behalf of the Plaintiffs, the State of California, and other current and former employees
7 who worked for Defendants in California as a non-exempt employee at a California retail
8 store location and who suffered violations of Industrial Welfare Commission (“IWC”) Wage
9 Order No. 7-2001 subdivision 14(A) and/or (B) as set forth in this complaint at any time
10 between one year prior to the filing of the pre-filing written notices to the Labor and
11 Workforce Development Agency (“LWDA”) in this case on February 14, 2025, until
12 judgment (“non-party Aggrieved Employees”). Plaintiffs’ share of civil penalties sought in
13 this action does not exceed \$75,000.

14 2. This Court has jurisdiction over this action pursuant to the California
15 Constitution, Article VI, section 10. The overall amount in controversy exceeds \$25,000. The
16 statute under which this action is brought does not specify any other basis for jurisdiction.

17 3. This Court has jurisdiction over all Defendants because, on information and
18 belief, Defendants are either citizens of California, have sufficient minimum contacts in
19 California, and otherwise intentionally avail themselves of the California market so as to
20 render the exercise of jurisdiction over them by the California courts consistent with
21 traditional notions of fair play and substantial justice. Also, Plaintiffs and all other non-party
22 Aggrieved Employees were employed by Defendants in California.

23 4. There is no basis for federal diversity jurisdiction in this action given that the
24 State of California, as the real party in interest in this action, is not a “citizen” for purposes of
25 satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir.
26 Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount
27 in controversy requirement for federal diversity jurisdiction in this action, and that diversity
28 jurisdiction cannot be established when Plaintiffs’ share of the civil penalties attributable to

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

5. Venue is proper in this Court because Defendants employ or employed persons within the County of San Mateo, and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least eight (8) locations within the County of San Mateo, including Defendants’ stores located in Belmont (516 El Camino Real, Belmont, California 94002); San Carlos (1121 Old County Road, San Carlos, California 94070); Redwood City (312 Walnut Street, Redwood City, California 94063); South San Francisco (555 El Camino Real, South San Francisco, California 94080); Colma (735 Serramonte Boulevard, Colma, California 94014); Pacifica (787 Hickey Boulevard, Pacifica, California 94044); and Daly City (2840 Geneva Avenue, Daly City, California 94014; 6232 Mission Street, Daly City, California 94014). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Mateo County, and Plaintiffs could bring an action filed under PAGA in any county in which an aggrieved employee worked and Labor Code violations occurred, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

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

THE PARTIES

7. Plaintiff Timothy Pryor (“Plaintiff Pryor”) worked for Defendants as a non-exempt employee from approximately November 2023 to January 2025. Plaintiff Pryor worked for Defendants as a Cashier at their store located at 7859 Lichen Drive, Citrus

1 Heights, California 95621. Plaintiff Pryor typically worked four (4) to five (5) hours per day
2 and five (5) days per week. Plaintiff Pryor's job duties included, without limitation, operating
3 the cash register, handling customer transactions, providing customer service, and stocking
4 shelves.

5 8. Plaintiff Brionna Craven ("Plaintiff Craven") worked for Defendants as a non-
6 exempt employee from approximately November 2024 to January 2025. Plaintiff Craven
7 worked for Defendants as a Cashier at their store located at 7440 Laguna Boulevard, #102,
8 California 95758. Plaintiff Craven typically worked four (4) to five (5) hours per day and two
9 (2) to five (5) days per week. Plaintiff Craven's job duties included, without limitation,
10 operating the cash register, inflating balloons, handling customer transactions, providing
11 customer service, and stocking shelves.

12 9. Plaintiff Katie Sanchez ("Plaintiff Sanchez") worked for Defendants as a non-
13 exempt employee from approximately April 2020 to December 2024. Plaintiff Sanchez
14 worked for Defendants as a Cashier at their stores located in Baldwin Park (4259 Maine
15 Avenue, Baldwin Park, California, 91706 and 1642 Puente Avenue, Baldwin Park, California,
16 91706), El Monte (4567 Peck Road, El Monte, California, 91732), and Arcadia (131 East
17 Foothill Boulevard, Arcadia, California, 91006). Plaintiff Sanchez typically worked four (4)
18 to five (5) hours per day on a varied schedule. Plaintiff Sanchez's job duties included, without
19 limitation, operating the cash register and handling customer transactions.

20 10. Defendant DOLLAR TREE STORES, INC. was and is, upon information and
21 belief, a Virginia corporation doing business in California, and at all times hereinafter
22 mentioned, an employer whose employees are engaged throughout this county, the State of
23 California, or the various states of the United States of America.

24 11. Defendant DOLLAR TREE MANAGEMENT, LLC was and is, upon
25 information and belief, a Virginia limited liability company doing business in California, and
26 at all times hereinafter mentioned, an employer whose employees are engaged throughout this
27 county, the State of California, or the various states of the United States of America.

28 12. Plaintiffs are unaware of the true names or capacities of the Defendants sued

1 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
2 amend the complaint and serve such fictitiously named Defendants once their names and
3 capacities become known.

4 13. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
5 are the partners, agents, owners, shareholders, managers, or employees of DOLLAR TREE
6 STORES, INC. and DOLLAR TREE MANAGEMENT, LLC, at all relevant times.

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

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

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

22 17. Under California law, Defendants are jointly and severally liable as employers
23 for the violations alleged herein because they have each exercised sufficient control over the
24 wages, hours, working conditions, and employment status of Plaintiffs and other non-party
25 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiffs and other
26 non-party Aggrieved Employees, supervised and controlled their work schedule and/or
27 conditions of employment, determined their rate of pay, and maintained their employment
28 records. Defendants suffered or permitted Plaintiffs and other non-party Aggrieved

1 Employees to work and/or “engaged” Plaintiffs and other non-party Aggrieved Employees so
2 as to create a common-law employment relationship. As joint employers of Plaintiffs and
3 other non-party Aggrieved Employees, Defendants are jointly and severally liable for the civil
4 penalties available to Plaintiffs and other non-party Aggrieved Employees under the law.

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

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

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

1 20. DOLLAR TREE STORES, INC.; DOLLAR TREE MANAGEMENT, LLC;
2 and/or DOES 1 through 10 are therefore alter egos of each other.

3 21. Adherence to the fiction of the separate existence of Defendants would permit
4 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
5 from liability for the wrongful acts committed by them under the name DOLLAR TREE.

6 22. Plaintiffs further allege, upon information and belief, that the Defendants
7 DOLLAR TREE STORES, INC. and DOLLAR TREE MANAGEMENT, LLC are alter egos
8 of each other for the following reasons:

9 (a) On the California Secretary of State’s website
10 (<https://bizfileonline.sos.ca.gov/>), DOLLAR TREE STORES, INC. and
11 DOLLAR TREE MANAGEMENT, LLC have the same principal and
12 mailing address, “500 VOLVO PARKWAY, CHESAPEAKE, VA
13 23320”;

14 (b) According to their most recent “Statement of Information” forms filed
15 with the California Secretary of State, DOLLAR TREE STORES, INC.
16 and DOLLAR TREE MANAGEMENT, LLC share the same officers,
17 managers or members, and/or directors including, but not limited to,
18 Rick Dreiling, who serves as Chief Executive Officer for DOLLAR
19 TREE STORES, INC. and DOLLAR TREE MANAGEMENT, LLC;
20 and Jeffrey A. Davis, who serves as Chief Financial Officer for
21 DOLLAR TREE STORES, INC. and manager or member of DOLLAR
22 TREE MANAGEMENT, LLC;

23 (c) On the California Secretary of State’s website, DOLLAR TREE
24 STORES, INC. and DOLLAR TREE MANAGEMENT, LLC share the
25 same agent for service of process, “CSC – LAWYERS
26 INCORPORATING SERVICE”; and

27 (d) On information and belief, DOLLAR TREE STORES, INC. and
28 DOLLAR TREE MANAGEMENT, LLC utilize the same standardized

employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

23. Defendants are a discount retail store chain offering housewares, glassware, household supplies, food, health and beauty, party supplies, stationery, and more. Defendants operate approximately 16,000 store locations in the United States, including approximately 900 retail store locations in California.

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

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

26. Plaintiffs allege that Defendants' California retail stores are generally similar in their layout and design and that the cashwraps would allow for the presence and use of a seat or stool by Defendants' employees during the performance of their work duties at these cashwraps. However, on information and belief, Defendants have designed their cashwraps to require Plaintiffs and other non-party Aggrieved Employees to stand while performing their work duties at those locations. Defendants could have designed their cashwraps in a manner that would allow Plaintiffs and other non-party Aggrieved Employees to perform their duties while seated and could have provided Plaintiffs and other non-party Aggrieved Employees with suitable seats at cashwraps. Instead, on information and belief, Defendants have denied and continue to deny them seats altogether or deny them suitable seats. As a result, Plaintiffs and other non-party Aggrieved Employees are and have been forced to stand throughout the

1 day. In addition, Defendants have failed to expressly advise Plaintiffs and other non-party
2 Aggrieved Employees that they could utilize seats while performing their duties.

3 27. Plaintiffs and other non-party Aggrieved Employees have spent a substantial
4 portion of their day behind Defendants' cashwraps. The nature of the work of an employee
5 performing cashier duties can reasonably be accomplished from a seated position. However,
6 as set forth herein, Defendants systematically, and on a company-wide basis, designed
7 cashwraps that require standing, do not provide suitable seats at cashwraps, and prohibit
8 employees from sitting while working, forcing Plaintiffs and other non-party Aggrieved
9 Employees to stand throughout their work shifts.

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

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

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

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

1 Aggrieved Employees suitable seating.

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

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

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

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

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

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

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

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

6 36. On February 14, 2025, Plaintiff Pryor provided written notice by online filing
7 to the LWDA and by Certified Mail to Defendants of the specific provisions of the California
8 Labor Code alleged to have been violated, including facts and theories to support the alleged
9 violations, in accordance with California Labor Code section 2699.3. Plaintiff Pryor's written
10 notice was accompanied with the applicable filing fees of seventy-five dollars (\$75). That
11 same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff Pryor's written
12 notice and assigned Plaintiff Pryor PAGA Case Number LWDA-CM-1080215-25. A true and
13 correct copy of Plaintiff Pryor's written notice to the LWDA and Defendants is attached
14 hereto as "Exhibit 1."

15 37. On February 14, 2025, Plaintiff Craven provided written notice by online filing
16 to the LWDA and by Certified Mail to Defendants of the specific provisions of the California
17 Labor Code alleged to have been violated, including facts and theories to support the alleged
18 violations, in accordance with California Labor Code section 2699.3. Plaintiff Craven's
19 written notice was accompanied with the applicable filing fees of seventy-five dollars (\$75).
20 That same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff Craven's
21 written notice and assigned Plaintiff Craven PAGA Case Number LWDA-CM-1080219-25.
22 A true and correct copy of Plaintiff Craven's written notice to the LWDA and Defendants is
23 attached hereto as "Exhibit 2."

24 38. On February 21, 2025, Plaintiff Sanchez provided written notice by online
25 filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the
26 California Labor Code alleged to have been violated, including facts and theories to support
27 the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff
28 Sanchez's written notice was accompanied with the applicable filing fees of seventy-five

1 dollars (\$75). That same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff
2 Sanchez's written notice and assigned Plaintiff Sanchez PAGA Case Number LWDA-CM-
3 1081572-25. A true and correct copy of Plaintiff Sanchez's written notice to the LWDA and
4 Defendants is attached hereto as "Exhibit 3."

5 39. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
6 sent the notices described above to the LWDA, and the LWDA has not responded that it
7 intends to investigate Plaintiffs' claims and Defendants have not cured the violations.

8 40. Thus, Plaintiffs have satisfied the administrative prerequisites under California
9 Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of
10 California Labor Code section 1198.

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

14 42. As set forth below, Defendants have violated provisions of both the Labor Code
15 sections regulating hours and days of work as well as the applicable IWC Wage Order,
16 specifically, Labor Code section 1198 and California Code of Regulations, Title 8, section
17 11070(14)(A)-(B).

18 43. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
19 2699(a), 2699(k), 2699.3(a), and 2699.5, Plaintiffs, acting in the public interest as private
20 attorneys general, seek assessment and collection of civil penalties and injunctive relief for
21 themselves, all other non-party Aggrieved Employees, and the State of California against
22 Defendants for violations of California Labor Code section 1198.

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FIRST CAUSE OF ACTION
FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11070(14)(A)
(By Plaintiffs on Behalf of the State of California and Aggrieved Employees Against all
Defendants)

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

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

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

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

48. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A), because Plaintiffs and other non-party Aggrieved Employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. As employees assigned cashier duties, Plaintiffs’ and other non-party

1 Aggrieved Employees' tasks, including operating the cash register, scanning items, and
2 bagging items, could be performed from a seated position. Plaintiffs and other non-party
3 Aggrieved Employees could have handled customer transactions and performed other similar
4 tasks at cashwraps at any of Defendants' stores while seated, without affecting the quality and
5 effectiveness of the performance of their job duties.

6 49. Defendants could have designed their cashwraps in a manner that allowed
7 Plaintiffs and other non-party Aggrieved Employees to sit while performing their duties and
8 could have placed suitable seats or stools at or near each cashwrap for use by Plaintiffs and
9 other non-party Aggrieved Employees. Instead, on information and belief, Defendants
10 designed the cashwraps to require Plaintiffs and other non-party Aggrieved Employees to
11 stand at the work area(s) and did not provide suitable seats or stools they could use while
12 working at the cashwrap. In addition, upon information and belief, Defendants prohibited
13 employees from sitting while working. Defendants' management did not inform Plaintiffs and
14 other non-party Aggrieved Employees that they were allowed to sit down, provide any means
15 for them to sit down, or mention any policy regarding sitting.

16 50. For example, during their employment, when Plaintiffs performed cashiering
17 duties at the cashwrap, they were required to stand the entire time because Defendants, on
18 information and belief, designed their cashwraps for standing and did not provide suitable
19 seating for employee use while working at cashwraps. Other non-party Aggrieved Employees
20 similarly were not permitted to sit while performing cash register duties because Defendants
21 designed their cashwraps for standing and did not provide seats or stools at the cashwraps.

22 51. As a result of Defendants' company-wide policy and/or practice prohibiting
23 employees from sitting during their shifts and failure to provide suitable seating to these
24 employees, Plaintiffs and other non-party Aggrieved Employees were forced to stand during
25 shifts and denied seats. Defendants' failure to provide suitable seating to Plaintiffs and other
26 non-party Aggrieved Employees violated and continues to violate California Labor Code
27 section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

28 52. Plaintiffs and other non-party Aggrieved Employees and the State of California

1 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
2 and (k).

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE SUITABLE SEATING**

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

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

9 53. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
10 and every allegation set forth above.

11 54. California Labor Code sections 2698, *et seq.* permit Plaintiffs to recover civil
12 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
13 2699.5. Section 2699.5 enumerates Labor Code section 1198, among others. Defendants'
14 conduct, as alleged herein, violates section 1198 of the California Labor Code, by failing to
15 provide suitable seating to Plaintiffs and other non-party Aggrieved Employees as set forth
16 below.

17 55. At all relevant times herein, California Labor Code section 1198 makes it
18 illegal to employ an employee under conditions of labor that are prohibited by the applicable
19 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of
20 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
21 The employment of any employee . . . under conditions of labor prohibited by the order is
22 unlawful.”

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

28 57. During the relevant time period, Defendants violated California Labor Code

1 section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because
2 Plaintiffs and other non-party Aggrieved Employees were not allowed to sit, even during lulls
3 in their work duties, nor were they provided with suitable seats in reasonable proximity to
4 their work areas.

5 58. Defendants did not place an adequate number of suitable seats or stools within
6 reasonable proximity to the work areas of employees who perform duties whose nature
7 requires standing, and therefore have not permitted employees to use those seats when not
8 actively engaged in performing their standing duties (i.e., during “lulls in operation”), even
9 though sitting would not interfere with the performance of their job duties. On information
10 and belief, Defendants claim that they provide metal benches near the front of their stores for
11 customer use, and that those benches could have been used by Plaintiffs and other non-party
12 Aggrieved Employees to satisfy the requirements of section 11070(14)(B). However, on
13 information and belief, Defendants never informed Plaintiffs and other non-party Aggrieved
14 Employees that they could sit on the benches and/or prohibited Plaintiffs and other non-party
15 Aggrieved Employees from sitting on the benches. In addition, oftentimes these benches were
16 utilized to store stock and inventory and thus were not accessible for use by anyone, including
17 Plaintiffs and non-party Aggrieved Employees. Defendants could have provided Plaintiffs
18 and other non-party Aggrieved Employees with a suitable seat or stool within reasonable
19 proximity of their work areas but instead deny employees seats and force them to stand
20 throughout the day. Moreover, Defendants did not inform Plaintiffs and other non-party
21 Aggrieved Employees of their rights to a seat or stool under California law.

22 59. For example, during their employment, Plaintiffs experienced lulls in their
23 work at various times during a typical shift, especially when the store was not busy. During
24 these lulls, when Plaintiffs were not actively performing tasks (the nature of which require
25 standing), Plaintiffs could have taken a moment to sit and rest their legs, back, and feet if
26 seating was provided. Other non-party Aggrieved Employees similarly were not permitted to
27 sit during these lulls in operation and were forced to stand throughout the day.

28 60. As a result of Defendants’ company-wide failure to provide seats in reasonable

1 proximity to employees' work areas and failure to permit them to use those seats when not
2 actively engaged in their standing duties, Plaintiffs and other non-party Aggrieved Employees
3 were forced to stand during shifts and denied seats. Defendants' failure to provide suitable
4 seating to Plaintiffs and other non-party Aggrieved Employees violated and continues to
5 violate California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision
6 14(B).

7 61. Plaintiffs and other non-party Aggrieved Employees and the State of California
8 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f),
9 and (k).

10 **PRAYER FOR RELIEF**

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

13 1. For civil penalties, injunctive relief, and attorneys' fees in excess of twenty-five
14 thousand dollars (\$25,000) to the State of California and aggrieved employees.

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

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

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

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

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

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

27 7. For such other and further relief as the Court may deem equitable and
28 appropriate.

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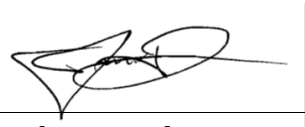
As to the Second Cause of Action

8. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B) as to Plaintiffs and other non-party Aggrieved Employees (by failing to provide suitable seating);
9. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (k) for violations of California Labor Code section 1198;
10. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with California’s seating requirements;
11. For attorneys’ fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants’ violations of California Labor Code section 1198;
12. For pre-judgment and post-judgment interest as provided by law; and
13. For such other and further relief as the Court may deem equitable and appropriate.

Dated: April 28, 2025

Respectfully submitted,

Capstone Law APC

By: 

Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiffs Timothy Pryor, Brionna Craven, and Katie Sanchez

EXHIBIT “1”



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

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

February 14, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Timothy Pryor v. Dollar Tree Stores, Inc., et al.*

Dear PAGA Administrator:

This office represents Timothy Pryor in connection with his claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Mr. Pryor was an employee of DOLLAR TREE STORES, INC.; DOLLAR TREE MANAGEMENT, LLC; DOLLAR TREE DISTRIBUTION, INC.; and/or FAMILY DOLLAR STORES, LLC. For the purpose of this letter, Mr. Pryor collectively refers to these entities as "DOLLAR TREE."

The employers may be contacted directly at the addresses below:

DOLLAR TREE STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

DOLLAR TREE MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

DOLLAR TREE DISTRIBUTION, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

FAMILY DOLLAR STORES, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

Mr. Pryor intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Pryor seeks relief on behalf of himself, the State of California, and other persons who are or were employed by DOLLAR TREE as a non-exempt employee in a California retail store location ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

DOLLAR TREE employed Mr. Pryor as a non-exempt employee from approximately November 2023 to January 2025. Mr. Pryor worked for DOLLAR TREE as a Cashier at its Dollar Tree store in Citrus Heights, California (7859 Lichen Drive, Citrus Heights, California 95621). Mr. Pryor

typically worked four (4) to five (5) hours per day and five (5) days per week. Mr. Pryor's job duties included, without limitation, operating the cash register, handling customer transactions, providing customer service, and stocking shelves.

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

DOLLAR TREE's Company-Wide and Uniform HR and Payroll Practices

DOLLAR TREE STORES, INC. and DOLLAR TREE DISTRIBUTION, INC. are Virginia corporations. DOLLAR TREE MANAGEMENT, LLC is a Virginia limited liability company, and FAMILY DOLLAR STORES, LLC is a Delaware limited liability company. Together, they own and operate discount retail stores throughout the United States under the "Dollar Tree" and "Family Dollar" store brands. DOLLAR TREE operates approximately 16,526 retail locations in the United States, including approximately 880 locations in California.

Upon information and belief, DOLLAR TREE maintains a centralized Human Resources (HR) department at its corporate headquarters in Chesapeake, Virginia, for all non-exempt employees working for DOLLAR TREE at retail stores in California, including Mr. Pryor and other aggrieved employees. DOLLAR TREE maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Mr. Pryor and other aggrieved employees, regardless of their location or position. Moreover, DOLLAR TREE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt employees in California, including Mr. Pryor and other aggrieved employees, regardless of their location or position.

Upon information and belief, DOLLAR TREE maintains a centralized Payroll department at its corporate headquarters in Chesapeake, Virginia, which processes payroll for all non-exempt employees working for DOLLAR TREE in California, including Mr. Pryor and other aggrieved employees. At all relevant times, DOLLAR TREE utilized the same methods when paying wages due to non-exempt employees in California, including Mr. Pryor and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission ("IWC") Wage Order. California Labor Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any

¹ These facts, theories, and claims are based on Mr. Pryor's experience and counsel's review of those records currently available relating to Mr. Pryor's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Pryor reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

DOLLAR TREE’s California retail stores are generally similar in their layout and design and there was, and continues to be, space at cash wraps to allow for the presence and use of a seat or stool by Mr. Pryor and other aggrieved employees during the performance of their work duties. DOLLAR TREE could have provided Mr. Pryor and other aggrieved employees with a suitable seat at cash wraps, with reasonable or no modification to these work areas, but instead denied and continues to deny them seats altogether or denies them suitable seats. As a result, Mr. Pryor and other aggrieved employees are and have been forced to stand throughout the day. In addition, DOLLAR TREE failed to expressly advise Mr. Pryor and other aggrieved employees that they could utilize seats while performing their duties.

During his employment, Mr. Pryor performed cashiering duties at the cash wrap and spent a significant portion of his day behind the cash wrap. Other aggrieved employees similarly spent a portion of their day at cash wraps performing cash register duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Mr. Pryor and other aggrieved employees could have handled cash register transactions and performed other similar tasks at cash wraps at any of DOLLAR TREE’s stores while seated without interference with their ability to perform their job duties. However, as set forth herein, DOLLAR TREE systematically, and on a company-wide basis, does not provide seats or does not provide suitable seats at cash wraps, forcing Mr. Pryor and other aggrieved employees to stand throughout their work shifts.

DOLLAR TREE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Mr. Pryor and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. DOLLAR TREE’s management did not inform Mr. Pryor and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of DOLLAR TREE’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Mr. Pryor and other aggrieved employees were forced to stand during shifts and denied seats. DOLLAR TREE’s

failure to provide suitable seating to Mr. Pryor and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Mr. Pryor and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR TREE into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

As stated, DOLLAR TREE's California retail stores are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Mr. Pryor and other aggrieved employees during lulls in operations. For example, Mr. Pryor experienced lulls in his work at various times during a typical shift, especially when the store was not busy. During these lulls, when Mr. Pryor was not actively performing tasks that require standing, Mr. Pryor could have taken a moment to sit and rest his legs, back, and feet if seating was provided. DOLLAR TREE could provide Mr. Pryor and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seating and forces Mr. Pryor and other aggrieved employees to stand throughout the day.

DOLLAR TREE did not provide Mr. Pryor and other aggrieved employees with suitable seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Mr. Pryor and other aggrieved employees engaged in duties in which the nature of the work required standing, DOLLAR TREE denied them the use of seats nearby during lulls in their work duties. Moreover, DOLLAR TREE did not inform Mr. Pryor and other aggrieved employees of their rights to a seat or stool under California law.

As a result of DOLLAR TREE's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide suitable seats in reasonable proximity to their work areas, Mr. Pryor and other aggrieved employees were forced to stand during shifts and denied seats. DOLLAR TREE's failure to provide suitable seating to Mr. Pryor and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Mr. Pryor and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR TREE into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, DOLLAR TREE has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Pryor was terminated from his employment on or around January 7, 2025; however, he received his final paycheck on or around January 10, 2025. Thus, DOLLAR TREE failed to pay Mr. Pryor his final wages immediately, in violation of California Labor Code section 201.

Mr. Pryor and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR TREE into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a), and 2699.5, Mr. Pryor, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against DOLLAR TREE for violations of California Labor Code sections 201, 202, and 1198.

Therefore, on behalf of all aggrieved employees, Mr. Pryor seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: DOLLAR TREE STORES, INC. (via U.S. Certified Mail); DOLLAR TREE MANAGEMENT, LLC (via U.S. Certified Mail); DOLLAR TREE DISTRIBUTION, INC. (via U.S. Certified Mail); FAMILY DOLLAR STORES, LLC (via U.S. Certified Mail)

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



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 9590 9402 8803 4005 5739 51			
2. Article Number (Transfer from service label) 7022 2410 0000 2406 2204		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature X <i>Crystal Ustick</i> ☐ Agent ☐ Addressee Received by (Printed Name) Crystal Ustick C. Date of Delivery FEB 21 2025 Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No	
DOLLAR TREE DISTRIBUTION, INC. 500 VOLVO PARKWAY CHESAPEAKE, VA 23320			
 9590 9402 8803 4005 5739 75			
2. Article Number (Transfer from service label) 9589 0710 5270 0211 0136 29		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

EXHIBIT “2”



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

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

February 14, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Brionna Craven v. Dollar Tree Stores, Inc., et al.*

Dear PAGA Administrator:

This office represents Brionna Craven in connection with her claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Ms. Craven was an employee of DOLLAR TREE STORES, INC.; DOLLAR TREE MANAGEMENT, LLC; DOLLAR TREE DISTRIBUTION, INC.; and/or FAMILY DOLLAR STORES, LLC. For the purpose of this letter, Ms. Craven collectively refers to these entities as “DOLLAR TREE.”

The employers may be contacted directly at the addresses below:

DOLLAR TREE STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

DOLLAR TREE MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

DOLLAR TREE DISTRIBUTION, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

FAMILY DOLLAR STORES, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

Ms. Craven intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Craven seeks relief on behalf of himself, the State of California, and other persons who are or were employed by DOLLAR TREE as a non-exempt employee in a California retail store location (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

DOLLAR TREE employed Ms. Craven as a non-exempt employee from approximately November 2024 to January 2025. Ms. Craven worked for DOLLAR TREE as a Cashier at its Dollar Tree store in Elk Grove, California (7440 Laguna Boulevard, #102, California 95758). Ms. Craven typically

worked four (4) to five (5) hours per day and two (2) to five (5) days per week. Ms. Craven's job duties included, without limitation, operating the cash register, inflating balloons, handling customer transactions, providing customer service, and stocking shelves.

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

DOLLAR TREE's Company-Wide and Uniform HR and Payroll Practices

DOLLAR TREE STORES, INC. and DOLLAR TREE DISTRIBUTION, INC. are Virginia corporations. DOLLAR TREE MANAGEMENT, LLC is a Virginia limited liability company, and FAMILY DOLLAR STORES, LLC is a Delaware limited liability company. Together, they own and operate discount retail stores throughout the United States under the "Dollar Tree" and "Family Dollar" store brands. DOLLAR TREE operates approximately 16,526 retail locations in the United States, including approximately 880 locations in California.

Upon information and belief, DOLLAR TREE maintains a centralized Human Resources (HR) department at its corporate headquarters in Chesapeake, Virginia, for all non-exempt employees working for DOLLAR TREE at retail stores in California, including Ms. Craven and other aggrieved employees. DOLLAR TREE maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Ms. Craven and other aggrieved employees, regardless of their location or position. Moreover, DOLLAR TREE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt employees in California, including Ms. Craven and other aggrieved employees, regardless of their location or position.

Upon information and belief, DOLLAR TREE maintains a centralized Payroll department at its corporate headquarters in Chesapeake, Virginia, which processes payroll for all non-exempt employees working for DOLLAR TREE in California, including Ms. Craven and other aggrieved employees. At all relevant times, DOLLAR TREE utilized the same methods when paying wages due to non-exempt employees in California, including Ms. Craven and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission ("IWC") Wage Order. California Labor Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any

¹ These facts, theories, and claims are based on Ms. Craven's experience and counsel's review of those records currently available relating to Ms. Craven's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Craven reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

DOLLAR TREE’s California retail stores are generally similar in their layout and design and there was, and continues to be, space at cash wraps to allow for the presence and use of a seat or stool by Ms. Craven and other aggrieved employees during the performance of their work duties. DOLLAR TREE could have provided Ms. Craven and other aggrieved employees with a suitable seat at cash wraps, with reasonable or no modification to these work areas, but instead denied and continues to deny them seats altogether or denies them suitable seats. As a result, Ms. Craven and other aggrieved employees are and have been forced to stand throughout the day. In addition, DOLLAR TREE failed to expressly advise Ms. Craven and other aggrieved employees that they could utilize seats while performing their duties.

During her employment, Ms. Craven performed cashiering duties at the cash wrap and spent a significant portion of her day behind the cash wrap. Other aggrieved employees similarly spent a portion of their day at cash wraps performing cash register duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Ms. Craven and other aggrieved employees could have handled cash register transactions and performed other similar tasks at cash wraps at any of DOLLAR TREE’s stores while seated without interference with their ability to perform their job duties. For example, the tasks performed at the cash wrap, including scanning items, did not require standing, as the largest or heaviest items sold at DOLLAR TREE’s stores—such as a bag of ice, a gallon jug of water, or a six-pack of water bottles—could be scanned from a seated position without interfering with job performance. However, as set forth herein, DOLLAR TREE systematically, and on a company-wide basis, does not provide seats or does not provide suitable seats at cash wraps, forcing Ms. Craven and other aggrieved employees to stand throughout their work shifts.

DOLLAR TREE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Craven and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. DOLLAR TREE’s management did not inform Ms. Craven and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of DOLLAR TREE's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Craven and other aggrieved employees were forced to stand during shifts and denied seats. DOLLAR TREE's failure to provide suitable seating to Ms. Craven and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Craven and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR TREE into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

As stated, DOLLAR TREE's California retail stores are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Craven and other aggrieved employees during lulls in operations. For example, Ms. Craven experienced lulls in her work at various times during a typical shift, especially during morning shifts and evening shifts, when the store was not as busy. During these lulls, when Ms. Craven was not actively performing tasks that require standing, Ms. Craven could have taken a moment to sit and rest her legs, back, and feet if seating was provided. DOLLAR TREE could provide Ms. Craven and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seating and forces Ms. Craven and other aggrieved employees to stand throughout the day.

DOLLAR TREE did not provide Ms. Craven and other aggrieved employees with suitable seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Craven and other aggrieved employees engaged in duties in which the nature of the work required standing, DOLLAR TREE denied them

the use of seats nearby during lulls in their work duties. Moreover, DOLLAR TREE did not inform Ms. Craven and other aggrieved employees of their rights to a seat or stool under California law.

As a result of DOLLAR TREE's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide suitable seats in reasonable proximity to their work areas, Ms. Craven and other aggrieved employees were forced to stand during shifts and denied seats. DOLLAR TREE's failure to provide suitable seating to Ms. Craven and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. Craven and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR TREE into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, DOLLAR TREE has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Craven was terminated from her employment on or around January 16, 2025; however, she received her final paycheck on or around January 24, 2025. Thus, DOLLAR TREE failed to pay Ms. Craven her final wages immediately, in violation of California Labor Code section 201.

Ms. Craven and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR TREE into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a), and 2699.5, Ms. Craven, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against DOLLAR TREE for violations of California Labor Code sections 201, 202, and 1198.

Therefore, on behalf of all aggrieved employees, Ms. Craven seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

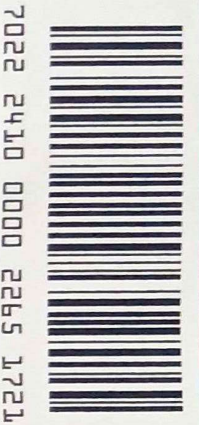
Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: DOLLAR TREE STORES, INC. (via U.S. Certified Mail); DOLLAR TREE MANAGEMENT, LLC (via U.S. Certified Mail); DOLLAR TREE DISTRIBUTION, INC. (via U.S. Certified Mail); FAMILY DOLLAR STORES, LLC (via U.S. Certified Mail)

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



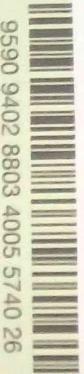
7022 2410 0000 2265 1721

FAMILY DOLLAR
STORES, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

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FAMILY DOLLAR
STORES, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5740 26

2 7022 2410 0000 2265 1721

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

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

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

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

Restricted Delivery

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Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

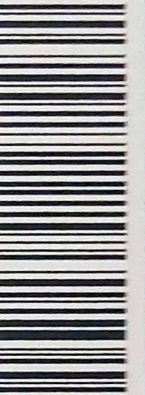
Postmark

FAMILY DOLLAR
STORES, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

PS Form 3800, April 2015 PSN 7530-02-000-5047 See Reverse for Instructions

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

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Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) ☐
Return Receipt (electronic) ☐

CYRUS V.
Dr.

DOLLAR TREE
DISTRIBUTION, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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DOLLAR TREE
DISTRIBUTION, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5740 19

2 Adult Signature Restricted Delivery

7022 2410 0000 2265 1714

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Restricted Delivery

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

PS Form 3811, July 2020 PSN 7530-02-000-9063

Domestic Return Receipt

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



7022 2410 0000 2265 1707

DOLLAR TREE
MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

SENDER: COMPLETE THIS SECTION

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

DOLLAR TREE
MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5740 02

2. A. 7022 2410 0000 2265 1707

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery

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

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

(over \$500)

Initiated Delivery

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Carroll J.

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

☒ Return Receipt (hardcopy)

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PS Form 3800, April 2015 PSN 7530-02-000-0017

See Reverse for Instructions

☐ Return Receipt (electronic)

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Post

Post

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Total

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DOLLAR TREE
MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

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

7022 2410 0000 2265 1691



DOLLAR TREE
STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

7022 2410 0000 2265 1691

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Certified Mail Fee

Yes (attach box, add fee as appropriate)
No (attach Receipt (optional))

Postmark

Cost

Postage

Other

Subtotal

Total

Amount

Value

Weight

Dimensions

Other

DOLLAR TREE
STORES, INC.

500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

PS Form 3811, April 2013 PSN 7530-02-000-9053

See Reverse for Instructions

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DOLLAR TREE
STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5739 99

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1691

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A. Signature

X

Received by (Printed Name)

□ Agent

□ Addressee

C. Date of Delivery

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

Service Type

□ Adult Signature

□ Adult Signature Restricted Delivery

□ Certified Mail®

□ Certified Mail Restricted Delivery

□ Collect on Delivery

□ Collect on Delivery Restricted Delivery

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Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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DOLLAR TREE
DISTRIBUTION, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5740 19

2 Article Number (Transfer from service label)

7022 2410 0000 2265 1714

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Crystal Ustick

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Crystal Ustick

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

FEB 21 2025

Service Type

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

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

Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

FAMILY DOLLAR
STORES, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5740 26

2.

7022 2410 0000 2265 1721

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Crystal Ustick

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Crystal Ustick

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

FEB 21 2025

Service Type

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

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

Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

DOLLAR TREE
MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5740 02

2. Article Number

7022 2410 0000 2265 1707

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Crystal Ustick

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Crystal Ustick

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

FEB 21 2025

Service Type

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

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

Restricted Delivery

(over \$500)

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

**DOLLAR TREE
STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320**



9590 9402 8803 4005 5739 99

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1691

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Signed by (Printed Name)

C. Date of Delivery

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

FEB 26 2025

Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
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| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |

Restricted Delivery

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

Domestic Return Receipt

EXHIBIT “3”



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

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

February 21, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Katie Sanchez v. Dollar Tree Stores, Inc., et al.*

Dear PAGA Administrator:

This office represents Katie Sanchez in connection with her claims under the California Labor Code, and this letter is sent in compliance with the notice requirements of the California Labor Code Private Attorneys General Act, California Labor Code section 2699.3. Ms. Sanchez was an employee of DOLLAR TREE STORES, INC.; DOLLAR TREE MANAGEMENT, LLC; DOLLAR TREE DISTRIBUTION, INC.; and/or FAMILY DOLLAR STORES, LLC. For the purpose of this letter, Ms. Sanchez collectively refers to these entities as “DOLLAR TREE.”

The employers may be contacted directly at the addresses below:

DOLLAR TREE STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

DOLLAR TREE MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

DOLLAR TREE DISTRIBUTION, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

FAMILY DOLLAR STORES, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

Ms. Sanchez intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Sanchez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by DOLLAR TREE as a non-exempt employee in a California retail store location (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

DOLLAR TREE employed Ms. Sanchez as a non-exempt employee from approximately April 2020 to December 2024. Ms. Sanchez worked for DOLLAR TREE as a Cashier at its Dollar Tree stores in Baldwin Park (4259 Maine Avenue, Baldwin Park, California, 91706 and 1642 Puente Avenue,

Baldwin Park, California, 91706), El Monte (4567 Peck Road, El Monte, California, 91732), and Arcadia (131 East Foothill Boulevard, Arcadia, California, 91006). Ms. Sanchez typically worked four (4) to five (5) hours per day on a varied schedule. Ms. Sanchez's job duties included, without limitation, operating the cash register and handling customer transactions.

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

DOLLAR TREE'S Company-Wide and Uniform HR Practices

DOLLAR TREE STORES, INC. and DOLLAR TREE DISTRIBUTION, INC. are Virginia corporations. DOLLAR TREE MANAGEMENT, LLC is a Virginia limited liability company, and FAMILY DOLLAR STORES, LLC is a Delaware limited liability company. Together, they own and operate discount retail stores throughout the United States under the "Dollar Tree" and "Family Dollar" store brands. DOLLAR TREE operates approximately 16,526 retail locations in the United States, including approximately 880 locations in California.

Upon information and belief, DOLLAR TREE maintains a centralized Human Resources (HR) department at its corporate headquarters in either Chesapeake, Virginia, for all non-exempt employees working for DOLLAR TREE at retail stores in California, including Ms. Sanchez and other aggrieved employees. DOLLAR TREE maintained uniform practices with respect to its provision of seats (or lack thereof) in its retail stores for all non-exempt employees in California, including Ms. Sanchez and other aggrieved employees, regardless of their location or position.

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Industrial Welfare Commission ("IWC") Wage Order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." California Code of Regulations, Title 8, section 11070(14)(A) provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats."

"The 'nature of the work' refers to an employee's tasks performed at a given location for which a right to a suitable seat is claimed, rather than a 'holistic' consideration of the entire range of an employee's duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for." *Kilby v. CVS Pharmacy, Inc.*, 368

¹ These facts, theories, and claims are based on Ms. Sanchez's experience and counsel's review of those records currently available relating to Ms. Sanchez's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Sanchez reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

DOLLAR TREE California retail stores are generally similar in their layout and design and there was, and continues to be, space at cash wraps to allow for the presence and use of a seat or stool by Ms. Sanchez and other aggrieved employees during the performance of their work duties. DOLLAR TREE could have provided Ms. Sanchez and other aggrieved employees with a suitable seat at cash wraps, with reasonable or no modification to these work areas, but instead denied and continues to deny them seats altogether or denies them suitable seats. As a result, Ms. Sanchez and other aggrieved employees are and have been forced to stand throughout the day. In addition, DOLLAR TREE failed to expressly advise Ms. Sanchez and other aggrieved employees that they could utilize seats while performing their duties.

During her employment, Ms. Sanchez performed cashiering duties at the cash wrap and spent a significant portion of her day behind the cash wrap. Other aggrieved employees similarly spent a portion of their day at cash wraps performing cash register duties. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. Ms. Sanchez and other aggrieved employees could have handled cash register transactions and performed other similar tasks at cash wraps at any of DOLLAR TREE’s stores while seated without interference with their ability to perform their job duties. However, as set forth herein, DOLLAR TREE systematically, and on a company-wide basis, does not provide seats or does not provide suitable seats at cash wraps and expressly prohibits employees from sitting while working, forcing Ms. Sanchez and other aggrieved employees to stand throughout their work shifts.

DOLLAR TREE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Sanchez and other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. DOLLAR TREE’s management did not inform Ms. Sanchez and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of DOLLAR TREE’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Sanchez and other aggrieved employees were forced to stand during shifts and denied seats. DOLLAR TREE’s failure to provide suitable seating to Ms. Sanchez and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR TREE into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

As stated, DOLLAR TREE’s California retail stores are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Sanchez and other aggrieved employees during lulls in operations. For example, Ms. Sanchez experienced lulls in her work at various times during a typical shift, especially when the store was not busy, such as during the midafternoon. During these lulls, when Ms. Sanchez was not actively performing tasks that require standing, Ms. Sanchez could have taken a moment to sit and rest her legs, back, and feet if seating was provided. DOLLAR TREE could provide Ms. Sanchez and other aggrieved employees with a suitable seat or stool in its work areas but instead denies employees seating and forces Ms. Sanchez and other aggrieved employees to stand throughout the day.

DOLLAR TREE did not provide Ms. Sanchez and other aggrieved employees with suitable seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Sanchez and other aggrieved employees engaged in duties in which the nature of the work required standing, DOLLAR TREE denied them the use of seats nearby during lulls in their work duties. Moreover, DOLLAR TREE did not inform Ms. Sanchez and other aggrieved employees of their rights to a seat or stool under California law.

As a result of DOLLAR TREE’s company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide suitable seats in reasonable proximity to their work areas, Ms. Sanchez and other aggrieved employees were forced to stand during shifts and denied seats. DOLLAR TREE’s failure to provide suitable seating to Ms. Sanchez and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring DOLLAR TREE into compliance with

the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Ms. Sanchez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against DOLLAR TREE for violations of California Labor Code section 1198 and the applicable IWC Wage Order.

Therefore, on behalf of all aggrieved employees, Ms. Sanchez seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink that reads "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: DOLLAR TREE STORES, INC. (via U.S. Certified Mail); DOLLAR TREE MANAGEMENT, LLC (via U.S. Certified Mail); DOLLAR TREE DISTRIBUTION, INC. (via U.S. Certified Mail); FAMILY DOLLAR STORES, LLC (via U.S. Certified Mail)

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

CERTIFIED MAIL



9589 0710 5270 0211 0137 04

DOLLAR TREE
STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

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STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

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DOLLAR TREE
STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



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2. Article Number (Transfer from service label)

9589 0710 5270 0211 0137 04

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery

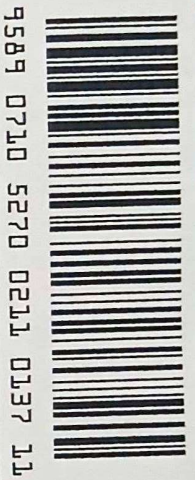
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

Domestic Return Receipt

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



9589 0710 5270 0211 0137 11

DOLLAR TREE
MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

SENDER: COMPLETE THIS SECTION

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**DOLLAR TREE
MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320**

9590 9402 8803 4005 5730 67

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0137 11

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☒ Addressee

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

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

Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
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1000 Delivery

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☐ Return Receipt (electronic)

☐ Signature Confirmation

☐ Signature Confirmation Restricted Delivery

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DOLLAR TREE
MANAGEMENT, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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**FAMILY DOLLAR
STORES, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320**

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D. Is delivery address different from item 1? ☐ Yes
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1

Sanchez
Dr.

**FAMILY DOLLAR
STORES, LLC
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320**

City,

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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**FAMILY DOLLAR
STORES, LLC**
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5730 74

2 Article Number (Transfer from service label)

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Crystal Unick

C. Date of Delivery

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

MAR 03 2025

Service Type

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

Restricted Delivery

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**DOLLAR TREE
STORES, INC.**
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5730 50

2 Article Number (Transfer from service label)

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

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Crystal Unick

C. Date of Delivery

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

MAR 03 2025

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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**DOLLAR TREE
MANAGEMENT, LLC**
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



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2 Article Number (Transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

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B. Received by (Printed Name)

Crystal Unick

C. Date of Delivery

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

MAR 03 2025

Service Type

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- ☐ Registered Mail Restricted Delivery
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- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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**DOLLAR TREE
DISTRIBUTION, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320**



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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Crystal Urtick*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Crystal Urtick

C. Date of Delivery

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

MAR 04 2025

3. Service Type

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