



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

9589 0710 5270 0211 0137 04

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Certified Mail Fee

Signature

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

☒ Return Receipt (hardcopy)

\$

Postmark

☐ Return Receipt (electronic)

\$

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

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

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
STORES, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320



9590 9402 8803 4005 5730 50

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

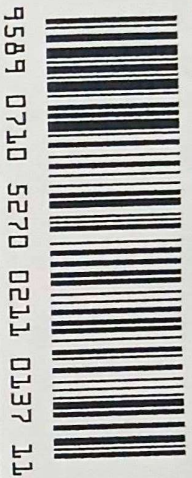
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

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

- 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 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

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

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

Indicated Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

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

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certificate of Mailing \$

☐ 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 \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

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



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

9589 0710 5270 0211 0136 98

PS Form 3827, July 2002 PSN 7530-02-000-9023

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 ☒ No
If YES, enter delivery address below:

3. Service Type

☐ Actual Signature	☐ Priority Mail Express
☐ Actual Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	

9589 0710 5270 0211 0136 98

Domestic Return Receipt

9589 0710 5270 0211 0136 98

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

5. Extra Services & Fees (Check box, add fee as appropriate)

☐ Signature Restricted Delivery ☐ Signature Confirmation

☐ Return Receipt (hardcopy) ☐ Return Receipt (electronic)

6. Signature of Addressee (Print Name) *Sampson, Dr.*

7. Signature of Sender (Print Name)

8. Date

9. City

10. State

11. ZIP+4®

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

PS Form 3800, January 2003 PSN 7530-02-000-9023 See Reverse for Instructions

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

CERTIFIED MAIL



9589 0710 5270 0211 0136 81

FAMILY DOLLAR
STORES, 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.

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



9590 9402 8803 4005 5730 74

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0136 81

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 ☒ No
If YES, enter delivery address below:

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

Domestic Return Receipt

9589 0710 5270 0211 0136 81

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (attach box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$

Postage \$

Total \$

Sent \$

Street

City

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

SANCHEZ
DT.

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions