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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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500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

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STORES, LLC
500 VOLVO PARKWAY
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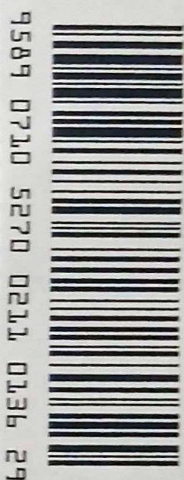
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Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067



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DISTRIBUTION, INC.
500 VOLVO PARKWAY
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Fees \$
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Signature of Addressee
City/State/Zip

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DISTRIBUTION, INC.
500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

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DOLLAR TREE
DISTRIBUTION, INC.
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CHESAPEAKE, VA 23320



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☒ Addressee

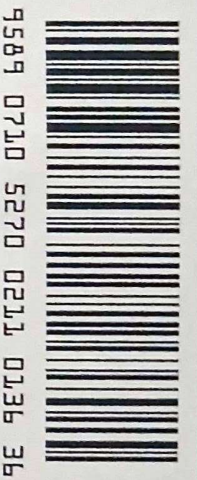
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500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

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

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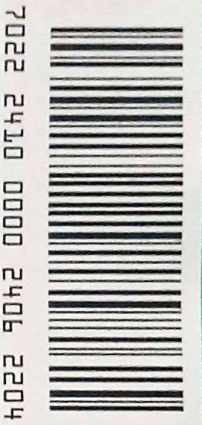
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MANAGEMENT, LLC
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CHESAPEAKE, VA 23320**

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1875 Century Park East, 1000
Los Angeles, CA 90067



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☐ Addressee

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