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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JETT NELSON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DOLLAR TREE STORES, INC., a
Virginia corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: **23CV056326**

**REPRESENTATIVE ACTION COMPLAINT
FOR VIOLATION OF LABOR CODE § 2698**

DEMAND OVER \$25,000.00

1 Plaintiff Jett Nelson (“Plaintiff”) hereby submits this Representative Action Complaint
2 (“Complaint”) against Dollar Tree Stores, Inc. (“Defendant”) and Does 1 through 50
3 (collectively, “Defendants”), on behalf of himself and aggrieved employees of Defendants for
4 penalties for violations of the California Labor Code as follows:

5 **INTRODUCTION**

6 1. This representative action is within the Court’s jurisdiction under California
7 Labor Code sections 201, 202, 203, 226, 510, 558, 1194, 1197, 1197.1, 2698 *et seq.* and 2802,
8 and the applicable Wage Orders of the California Industrial Welfare Commission (“IWC”).

9 2. This Complaint challenges systemic illegal employment practices resulting in
10 violations of the California Labor Code against individuals who worked for Defendants.

11 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
12 jointly and severally, have acted intentionally and with deliberate indifference and conscious
13 disregard to the rights of all employees by: (a) failing to pay minimum, regular and overtime
14 wages, in violation of Labor Code sections 510, 558, and 1194; (b) failing to provide accurate
15 itemized wage statements, in violation of Labor Code section 226(a); (c) failing to pay all earned
16 wages at the time of separation, in violation of Labor Code sections 201, 202 and 203; and (d)
17 failing to pay all business expenses, in violation of Labor Code section 2802.

18 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 have engaged in, among other things a system of willful violations of the California Labor Code
20 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
21 customs that knowingly deny employees the above stated rights and benefits.

22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over the violations of the California Labor Code
24 sections 201, 202, 203, 226, 510, 558, 1194, 1197, 1197.1, 2698 *et seq.* and 2802, and the
25 applicable IWC Wage Orders.

26 6. Venue is proper in Alameda County because Defendant is a foreign corporation
27 and has not filed a statement designating the county in which it maintains its principal office in
28 the State of California. As such, venue is proper in any county in the State.

PARTIES

7. Plaintiff was employed by Defendant as an Assistant Operations Manager during the approximate period of September 2021 to on or about September 5, 2023. Throughout his employment, Plaintiff was an hourly, non-exempt employee.

8. Plaintiff was and is the victims of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code sections 201, 202, 203, 226, 510, 558, 1194, 1197, 1197.1, 2698 *et seq.* and 2802, and the applicable IWC Wage Orders.

9. Plaintiff is informed and believes, and based thereon alleges, that Dollar Tree Stores, Inc. was and is a Virginia corporation that maintains operations in the State of California.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times

1 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
2 joint venturer of, or working in concert with each of the other co-Defendants and was acting
3 within the course and scope of such agency, employment, joint venture, or concerted activity. To
4 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
5 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
6 Defendants.

7 14. At all times herein mentioned, Defendants, and each of them, were members of,
8 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
9 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

10 15. At all times herein mentioned, the acts and omissions of various Defendants, and
11 each of them, concurred and contributed to the various acts and omissions of each and all of the
12 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
13 herein mentioned, Defendants, and each of them, ratified each and every act or omission
14 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
15 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
16 damages as herein alleged.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE § 2698, ET SEQ.**

19 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

20 16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
21 though fully set forth herein.

22 17. Plaintiff brings this cause of action as a proxy for the State of California, and in
23 this capacity, seeks penalties on behalf of all Aggrieved Employees from September 18, 2022,
24 through the present, for Defendant's policy and practice of: (a) failing to pay minimum, regular
25 and overtime wages, in violation of Labor Code sections 510, 558, and 1194; (b) failing to
26 provide accurate itemized wage statements, in violation of Labor Code section 226(a); (c) failing
27 to pay all earned wages at the time of separation, in violation of Labor Code sections 201, 202
28 and 203; and (d) failing to pay all business expenses, in violation of Labor Code section 2802.

18. Defendant failed to pay all earned regular, minimum, and overtime wages to Plaintiff and Aggrieved Employees. As a matter of practice and policy, Defendant mandated that Aggrieved Employees perform bank drops off-the clock, without the payment of wages. As a result of such policy and practice, Defendant underpaid wages to Aggrieved Employees, and thus owes additional wages. To date, Plaintiff and Aggrieved Employees have not received payment of wages for the uncompensated bank drops.

19. As a result of the underpayment and/or nonpayment of wages, the wage statements provided to Plaintiff and Aggrieved Employees displayed inaccurate hours worked, rates of pay, and net/gross wages earned, in violation of Labor Code section 226(a).

20. Additionally, as a matter of policy and procedure, Defendant required Plaintiff and Aggrieved Employees to use their personal vehicles for work-related purposes, including bank drops. Defendant, however, failed to properly reimburse Plaintiff and Aggrieved Employees for their vehicle expenses, such as mileage, gas, and wear and tear to the vehicle.

21. On or about September 15, 2023, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s violation of Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197, 1197.1 and 2802, pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). To date, the LWDA has not responded to Plaintiff’s written notice.

22. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant's violation of Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197, 1197.1 and 2802, for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for penalties pursuant to statute as set forth in California Labor Code sections 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

2. On all causes of action for attorneys' fees and costs as provided by California

1 Labor Code sections 2699, and Code of Civil Procedure section 1021.5; and

2 3. For such other and further relief the Court may deem just and proper.

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4
5 DATED: December 15, 2023

DIVERSITY LAW GROUP, P.C.

6
7 By: _____

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Nicholas Rosenthal

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9 Attorneys for Plaintiff and the Aggrieved
10 Employees