

April 27, 2026

Via Online Filing

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor.
San Francisco, CA 94102

Via Certified Return Receipt Mail

CSC – Lawyers Incorporating Service
Registered Agent for Dollar Tree Stores, Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Via Email

Jan Sturner
jasturne@dollartree.com
Assistant General Counsel,
Employment Dollar Tree Stores, Inc.
500 Volvo Parkway Chesapeake,
VA 23320

Via Certified Return Receipt Mail

Dollar Tree Stores, Inc.
500 Volvo Parkway Chesapeake,
VA 23320

**Re: Cassandra Miranda v. Dollar Tree Stores, Inc.
Notice Pursuant to the Private Attorneys General Act of 2004**

Dear Sir(s) and/or Madam(s):

Please be advised that representative plaintiff Cassandra Miranda (“Plaintiff”) has retained W Employment Law, APC to represent her and other similarly situated current and former employees (collectively, the “Aggrieved Employees”) of Dollar Tree Stores, Inc. (“Defendant”) regarding claims of violations of the California Labor Code and other applicable California labor laws. Defendant is a retail employer operating numerous stores throughout California.

During the relevant statutory period, Defendant employed Plaintiff and currently employs or formerly employed other similarly situated employees (the “Aggrieved Employees”) who work or have worked in hourly, non-exempt positions such as Cashier, Sales Floor Associate, Customer Service Associate, Assistant Manager, or other similarly situated roles (the “Covered Positions”).

This notice formally informs Defendant of Plaintiff’s intent to file a civil action against Defendant for violations of the California Labor Code. Plaintiff will seek recovery of civil penalties under the Private Attorneys General Act of 2004 (“PAGA”), as well as injunctive relief. The claims include, but are not limited to: Failure to Pay All Wages Earned, Failure to Provide

Compliant Meal and Rest Breaks, Failure to Provide Suitable and Sanitary Toilet Facilities, Failure to Furnish Accurate Wage Statements, Failure to Pay All Wages Due Upon Separation or Termination of Employment, and Retaliation.

Based upon these violations, Defendant violated numerous provisions of California's Labor Code, including, but not limited to, **Labor Code §§ 200 et seq., 201–203, 204, 226(a), 226.7, 98.6, 1102.5, 1174(d), 1194, 1194.2, 1197, and IWC Wage Order 7-2001, Sections 12(A)–(B) and 14.**

Facts and Theories Supporting the Alleged Labor Code Violations

On or about April 9, 2025, Plaintiff began working as a non-exempt hourly cashier for Dollar Tree Stores, Inc. at Store No. 04725, located at 10840 Katella Avenue, Garden Grove, California 92840. Plaintiff was compensated at an hourly rate of \$16.50.

Plaintiff's duties included working as a cashier for most of her shift, stocking merchandise, running go-backs to the appropriate shelves, and performing multi-tasking duties while simultaneously handling customers' needs and questions.

Throughout her employment, Plaintiff and the Aggrieved Employees were frequently required to work off-the-clock after they had already clocked out for mandatory bag checks/security inspections performed by a manager, as well as to perform shelving, stocking, and go-back tasks. Defendant required all employees to submit to mandatory security bag checks while off the clock after the end of their shifts or when leaving the premises. Plaintiff and the Aggrieved Employees had to wait by the door (in view of the camera) to be inspected by a manager and were not permitted to leave the premises until the inspection was completed. They were routinely left waiting for the inspection for up to 10 minutes or longer. These off-the-clock bag checks were unpaid.

In addition, Defendant required employees to use locked employee restrooms accessible only by a manager who held the key. As a result, employees, including Plaintiff, were forced to wait up to an hour or longer for access on multiple occasions and were sometimes completely denied access. Plaintiff submitted complaints through Defendant's Integrity Matters system on April 18, 2025 and May 21, 2025 detailing these and other issues. Defendant terminated Plaintiff without explanation within days of her second complaint. The managers identified in Plaintiff's complaints (Stephanie and Eileen) were subsequently fired. Plaintiff received no communication from Defendant regarding the results of the Integrity Matters complaints.

Defendant failed to track or record all hours Plaintiff and the Aggrieved Employees actually worked. The pay statements produced by Defendant do not accurately reflect all hours

worked, including off-the-clock time.

Plaintiff and Aggrieved employees are informed and believes, and based thereon alleges that the above-described violations are ongoing, systematic, and uniform across Defendant's California retail locations.¹

Failure to Compensate Employees for Every Hour Worked

Labor Code § 204 (a) states *“All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”*

Under Labor Code §1194 (a) *“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”*

Labor Code §§ 204 and 1194 (a) have been violated, and Plaintiff and Aggrieved employees intend to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law.

¹ Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency (“LWDA”). This includes each of the following, as is set forth in Labor Code § 2699.5, which states:

- (a) The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.
- (b) (1) Except as provided in paragraph (2), the amendments made to this section by the act adding this subdivision shall apply to a civil action brought on or after June 19, 2024.
- (2) The amendments made to this section by the act adding this subdivision shall not apply to a civil action with respect to which the notice required by subparagraph (A) of paragraph (1) of subdivision (a), paragraph (1) of subdivision (b), or subparagraph (A) of paragraph (1) of subdivision (c) of Section 2699.3 was filed before June 19, 2024.

Failure To Maintain Accurate Records of Hours Worked

Labor Code § 1174(d) provides, “*Every person employing labor in this state shall:... (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.*”

As indicated above, due to Defendant’s operational policies, procedures and practices, Plaintiff and the Aggrieved Employees often engaged in work-related activities while off the clock during purported rest breaks and meal breaks and overtime worked as a direct consequence, was not and is not tracked or recorded by the Defendant in violation of Labor Code § 1174(d).

Thus, Plaintiff and Aggrieved employees intend to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law.

Failure to Provide Compliant Meal Breaks

Governing the timing, length, duration and frequency of meal break periods, Labor Code § 512(a) states that, “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

Defendant’s practice of locking employee restrooms and requiring a manager-held key prevented Plaintiff and Aggrieved Employees from being able to take full duty free lunches. They would have to spend time during their lunch waiting to be let into a restroom. Employees, including Plaintiff and Aggrieved Employees were forced to wait up to 10 minutes or longer and on multiple occasions were completely denied access because managers forgot or refused to unlock the door.

Defendant’s practice of requiring off the clock bag checks when exiting the site, prevented the Plaintiff and Aggrieved Employees from being free from all duties while on their meal breaks. It discouraged them from taking meal breaks off site and thereby free of all control during their meal breaks.

Failure to Provide Compliant Rest Breaks

Labor Code § 226.7 provides:

“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

“(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

Per IWC Wage Order No. 4, Section 12(A) & B “Employers of California employees covered by the rest period provisions of the Industrial Welfare Commission Wage Orders must authorize and permit a net 10-minute paid rest period for every four hours worked or major fraction thereof. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

Defendant’s practice of locking employee restrooms and requiring a manager-held key prevented Plaintiff and Aggrieved Employees from taking timely and uninterrupted rest breaks. Employees, including Plaintiff and Aggrieved Employees were forced to wait up to 10 minutes or longer (and on multiple occasions were completely denied access because managers forgot or refused to unlock the door).

Defendant’s practice of requiring off the clock bag checks when exiting the site, prevented the Plaintiff and Aggrieved Employees from being free from all duties while on their rest breaks. It discouraged them from taking breaks off site and thereby free of all control.

Plaintiff and Aggrieved employees intend to bring an action against Defendant under the PAGA to recover civil penalties as provided by California Labor Code § 226.7 and IWC Wage Order 7-2001 § 12 for the rest period violations that occurred throughout the relevant statutory period.

Failure to Provide Suitable and Sanitary Toilet Facilities

IWC Wage Order 7-2001 § 14 requires every employer to provide suitable and sanitary toilet facilities for employees that are available for use without unreasonable restrictions or delays.

Defendant required employees to use locked employee restrooms accessible only by a manager-held key. Employees, including Plaintiff, were forced to wait up to 10 minutes or longer and on multiple occasions were completely denied access because managers forgot, unavailable or refused to unlock the door.

Plaintiff and Aggrieved employees intend to bring an action against Defendant under the PAGA to recover civil penalties as provided by IWC Wage Order 7-2001 § 14 for the failure to provide suitable and sanitary toilet facilities that occurred throughout the relevant statutory period.

Failure to Furnish Accurate Wage Statements

At all times relevant, Labor Code § 226 requires Defendant to provide an accurate wage statement in writing each and every pay period that includes nine categories of information specified by law. The following information to be listed on employees' pay stubs:

1. Gross wages earned;
2. Total hours worked (not required for salaried exempt employees);
3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
4. All deductions (all deductions made on written orders of the employee may be aggregated and shown as one item);
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and the last four digits of her or her social security number or an employee identification number other than a social security number;
8. The name and address of the legal entity that is the employer, and if the employer is a farm labor contractor, the name and address of the legal entity that secured the services of the employer; and
9. All applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Defendant's wage statements failed to reflect all hours actually worked by Plaintiff and other employees, including time spent on off-the-clock bag checks and post-clock-out shelving/stock tasks.

Plaintiff and Aggrieved employees intend to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law for the failure to furnish accurate itemized wage statements that occurred throughout the relevant statutory period.

Failure to Pay All Wages Due Upon Separation or Termination of Employment

Labor Code § 201 provides, in pertinent part, that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with §§ 201 and 202, any wages of an

employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

Any unpaid wages for off-the-clock bag-check and post-clock-out time were not included in Plaintiff's final paycheck following her termination on or about June 9, 2025, as reflected in the California Notice of Change in Employment Relationship and the personnel file showing termination with reason listed as "N/A."

Plaintiff and Aggrieved employees intend to bring an action against Defendant under the PAGA to recover civil penalties as provided by California Labor Code §§ 201–203 for the failure to pay all wages due upon separation or termination of employment that occurred throughout the relevant statutory period.

Unlawful Retaliation

Labor Code § 98.6(b)(1) states: "Any employee who is discharged, threatened with discharge, demoted, suspended, retaliated against, subjected to an adverse action, or in any other manner discriminated against in the terms and conditions of his or her employment because the employee engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by those acts of the employer."

Labor Code § 1102.5 further prohibits retaliation for complaining about suspected violations of law. After Plaintiff submitted internal complaints through Defendant's Integrity Matters system on April 18, 2025 and May 21, 2025, the Defendant terminated her employment without explanation within days of her cooperation with the internal investigation.

In addition to other legal remedies and applicable penalties for unlawful retaliatory actions by an employer, an employer who violates Labor Code § 98.6 is liable for a civil penalty of up to ten thousand dollars (\$10,000) per employee for each violation of this section. Since Plaintiff was terminated for engaging in lawful conduct protected by § 98.6 and § 1102.5, he is also entitled to reimbursement for his lost wages.

Plaintiff and Aggrieved employees intend to bring an action against Defendant under the PAGA to recover civil penalties as provided by California Labor Code §§ 98.6, 1102.5, and 1194.3 for the retaliation for protected activity that occurred throughout the relevant statutory period.

Conclusion

In sum, as has been factually alleged, Defendant violated among other statutes and regulations **Labor Code §§ 200 et seq., 201-203, 204, 226(a), 226.7, 98.6, 1102.5, 1174(d), 1194, 1194.2, 1197, IWC Wage Order No. 4, Section 12(A) & B and IWC Wage Order 7-2001**. Plaintiff on her own behalf and on behalf of all similarly situated Aggrieved Employees, seeks to recover any and all applicable statutory penalties, interest, and attorneys' fees and civil penalties as provided under California Labor Code § 2699.

Plaintiff and Aggrieved Employees requests that the LWDA investigate the above claims and to provide notice of the investigation under PAGA's provisions. Alternatively, Plaintiff requests the agency inform her if it does not intend to investigate these violations so that she may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Very truly yours,

W EMPLOYMENT LAW, APC

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

Jacob N. Whitehead, Esq.

JNW/fm