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June 15, 2026

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Dollar Tree Stores, Inc.
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive Ste 150N
Sacramento, CA 95833

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED AND E-MAIL
Dollar Tree Stores, Inc.
500 Volvo Parkway
Chesapeake, VA 23320
CKENT20@dollartree.com
JASTURNE@dollartree.com

Re: ***Steve Bingham adv. Dollar Tree Stores, Inc., et al.***
Private Attorney General Act Notice Letter

Dear Analyst:

The purpose of this letter is to inform you that Mr. Steve Bingham, as an aggrieved employee, on his own behalf and on behalf of other aggrieved employees of Dollar Tree Stores, Inc. and any other affiliated entity (collectively referred to herein as "**DOLLAR TREE**" and/or "Defendants"), intends to avail himself of the protections granted by the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 ("the Act") (LAB. CODE, § 2698 et seq.). Additionally, this correspondence will serve to satisfy the notice requirements of the Act.

Mr. Bingham intends to file a representative action against **DOLLAR TREE** for its violations of the CALIFORNIA LABOR CODE, the CALIFORNIA BUSINESS & PROFESSIONS CODE, the CALIFORNIA CODE OF REGULATIONS, and the applicable Industrial Wage Order.

DOLLAR TREE operates "Dollar Tree," a chain of discount "dollar" stores. **DOLLAR TREE** employs numerous non-exempt hourly paid employees including, but not limited to store managers, assistant managers, associates, cashiers, stockers, and janitors. Upon information and belief, **DOLLAR TREE** implements uniform, standardized policies and practices affecting all of its misclassified, or non-exempt, hourly paid employees in California, including Mr. Bingham and other aggrieved employees.

During Mr. Bingham's employment, **DOLLAR TREE** exercised complete and unfettered control over Mr. Bingham's work schedules; his hours worked; his rate of pay and method of payment; dictated how Mr. Bingham would actually perform his job; and dictated if and when Mr. Bingham could take lunch or rest breaks. During Mr. Bingham's employment with **DOLLAR TREE**, he could not exercise discretion and independent judgment regarding the tasks he performed. Mr. Bingham had to obtain approval on any action taken in the course of working for **DOLLAR TREE**. Mr. Bingham did not have authority to hire or fire employees. Mr. Bingham was also not primarily engaged in duties which would meet the test of an exemption from the Wage Order. Therefore, under California Code of Regulations, title 8, section 11040, subdivision (1), the provisions of the applicable California Wage Order apply to Mr. Bingham, and Mr. Bingham was not an exempt employee.

DOLLAR TREE employed Mr. Bingham from on or about April, 2017, to on or about April 11, 2026, as a "Store Manager" at **DOLLAR TREE's** 2970 Cochran Street, Simi Valley, CA 93065 location. Mr. Bingham's job duties primarily included, without limitation, stocking shelves and cashiering. Mr. Bingham would only spend approximately 2-3 hours per day performing tasks such as administrative duties like reviewing refunds, walking the store's floor, scheduling, and performing loss prevention duties, for **DOLLAR TREE**, in California.

DOLLAR TREE has what it refers to as "Gold Store Standards": a policy of providing a woefully inadequate budget to each store for staffing and a second policy of rigidly delivering a stock to each store on a weekly basis and requiring that the staff at each store promptly stock the store's shelves upon each delivery. If the deliveries are not promptly and properly stocked, **DOLLAR TREE** disciplines its staff. These polices, when combined, force **DOLLAR TREE's** "Store Managers" to compensate and devote the necessary hours to stocking and cashiering that **DOLLAR TREE** does not provide.

During his employment, **DOLLAR TREE** misclassified Mr. Bingham and paid him a salary of approximately $65,000.00 per year, regardless of the hours he worked.

DOLLAR TREE failed to provide Mr. Bingham and other aggrieved employees with proper overtime wage compensation and minimum wage compensation. **DOLLAR TREE** typically employed Mr. Bingham six days per week, on Mondays through Saturdays. Mr. Bingham was typically required by **DOLLAR TREE** to work from approximately 7:00 a.m., to at least 5:00 p.m., or later into the evening shift each day. Mr. Bingham estimates that he never worked less than 50 hours per week for **DOLLAR TREE**. However, seasonally, surrounding the holiday season, for approximately six months out of the year, Mr. Bingham was required by **DOLLAR TREE** to work much later into the evening shift and approximately 75-80 hours per week.

DOLLAR TREE routinely failed to provide Mr. Bingham or other aggrieved employees with code-compliant ten (10) minute rest periods or thirty (30) minute meal periods. Mr. Bingham and other aggrieved employees were not fully compensated for the missed rest periods or meal periods and, therefore, for the total hours worked.

DOLLAR TREE did not provide Mr. Bingham or other aggrieved employees with accurate wage statements. **DOLLAR TREE** was required to provide Mr. Bingham and other aggrieved employees with wage statements that accurately reflected Mr. Bingham's and other aggrieved employees' hours worked, including overtime wages, minimum wages, missed meal periods, missed rest periods, and a statement of the correct rate of pay.

DOLLAR TREE willfully failed to maintain accurate payroll records for Mr. Bingham and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to properly record each employees' overtime wages, minimum wages, and missed meal periods and rest periods.

DOLLAR TREE failed to adequately reimburse Mr. Bingham and other aggrieved employees for all necessary expenditures incurred in each employees' course and scope of employment, including, personal cell phone and personal cell phone plan usage. Mr. Bingham and other aggrieved employees were required by **DOLLAR TREE** to extensively use their personal cell phones and cell phone plans for work related purposes.

DOLLAR TREE also failed to pay Mr. Bingham and other aggrieved employees all wages due upon termination of employment.

FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED DAMAGES (LAB. CODE, §§ 510, 1194, 1194.2, & 1198)

LABOR CODE section 510 provides that employees in California shall not be employed for more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11040, subdivision (3)(A)(1) provides that overtime hours shall be compensated at:

> (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
>
> (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

LABOR CODE section 1194 establishes an employee's right to recover unpaid minimum wages, overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.

During his employment, **DOLLAR TREE** misclassified Mr. Bingham and paid him a salary of approximately $65,000.00 per year, regardless of the hours he worked. **DOLLAR TREE** typically employed Mr. Bingham six days per week, on Mondays through Saturdays. Mr. Bingham was typically required by **DOLLAR TREE** to work from approximately 7:00 a.m., to at least 5:00 p.m., or later into the evening shift each day. Mr. Bingham estimates that he never worked less than 50 hours per week for **DOLLAR TREE**. However, seasonally, surrounding the holiday season, for approximately six months out of the year, Mr. Bingham was required by **DOLLAR TREE** to work much later into the evening shift and approximately 75-80 hours per week.

Mr. Bingham and other aggrieved employees routinely worked more than eight (8) hours per day and more than forty (40) hours in a work week for **DOLLAR TREE**. As a result, Mr. Bingham and other hourly paid employees were entitled to overtime compensation from **DOLLAR TREE** at a rate of 1.5 times each employee's regular rate of pay for all hours worked in excess of 8 hours per day or 40 hours per week and 2 times the regular rate of pay for all hours worked in excess of 12 hours per day. However, Mr. Bingham and other aggrieved employees were required to work hours by **DOLLAR TREE** without being compensated at the overtime wage, as applicable.

Because of these violations, Mr. Bingham and other aggrieved employees are entitled to unpaid overtime wages, liquidated damages, civil penalties, attorneys' fees, costs, and interest thereon, under Labor Code sections 558, 1194, 1194.2, and 1198. Additionally, Mr. Bingham and other aggrieved employees are entitled to liquidated damages in an amount equal to the amount of overtime wages owed under Labor Code section 1194.2.

FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES (LAB. CODE, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198)

LABOR CODE sections 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." (Cal. Code. Regs., tit. 8, § 11040, subd. (2)(K) [defining "Hours Worked"].) LABOR CODE section 1194 establishes an employee's right to recover unpaid minimum wages, interest thereon, together with the costs of suit, and attorneys' fees. LABOR CODE section 1194.2 further establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

LABOR CODE section 1194 establishes an employee's right to recover unpaid minimum wages, interest thereon, together with the costs of suit, and attorneys' fees. LABOR CODE section 1194.2 further establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

During his employment, **DOLLAR TREE** misclassified Mr. Bingham and paid him a salary of approximately $65,000.00 per year, regardless of the hours he worked. **DOLLAR TREE** typically employed Mr. Bingham six days per week, on Mondays through Saturdays. Mr. Bingham was typically required by **DOLLAR TREE** to work from approximately 7:00 a.m., to at least 5:00 p.m., or later into the evening shift each day. Mr. Bingham estimates that he never worked less than 50 hours per week for **DOLLAR TREE**. However, seasonally, surrounding the holiday season, for approximately six months out of the year, Mr. Bingham was required by **DOLLAR TREE** to work much later into the evening shift and approximately 75-80 hours per week.

Mr. Bingham and other aggrieved employees were required to work hours by **DOLLAR TREE** without being compensated at the minimum wage, as applicable. As such, Mr. Bingham and other aggrieved employees are entitled to unpaid minimum wages, civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 558, 1194, 1197, 1197.1, and/or 2699, subdivisions (a) and (f)-(g), including for the unrecorded time described above. Mr. Bingham and other aggrieved employees are also entitled to liquidated damages in an amount equal to the amount of wages owed.

FAILURE TO PROVIDE MEAL PERIODS (LAB. CODE, §§ 226.7 512, subd. (a), 516, & 1198)

LABOR CODE sections 226.7, 512, subdivision (a), 516, and 1198, and CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11040, subdivision (11) provide that an employee who works more than five (5) hours in a day is entitled to a meal period of at least thirty (30) minutes, and a second meal period of at least thirty (30) minutes if he or she works more than ten (10) hours in a work day. In addition, the employer must relinquish control over the employee's activities, permit the employee a reasonable opportunity to take an uninterrupted 30-minute meal period, and not impede or discourage an employee from doing so. Employers must also keep and record accurate time records "showing when the employee begins and ends each work period." (CAL. CODE REGS., TIT. 8, § 11040, subd. 7(A)(3); see also CAL. LAB. CODE § 1174.)

An employer that fails to provide a meal period (and as discussed *infra* a rest period) that satisfies the requirements of the applicable IWC Wage Order 4 must pay a premium to the employee of one additional hour of pay at the employee's regular rate for each day that a meal period was not provided. (LAB. CODE, § 226.7, subd. (c).)

DOLLAR TREE routinely failed to provide Mr. Bingham and other aggrieved employees with compliant thirty (30) minute meal periods during shifts in excess of five (5) hours. Where meal periods were provided, they were either shorter in duration than 30 minutes, were provided at incorrect times, or were interrupted. **DOLLAR TREE** effectively maintained control over Mr. Bingham and other aggrieved employees during the meal periods that were provided. On each day where a compliant thirty (30) minute meal period was not provided to Mr. Bingham and other aggrieved employees, **DOLLAR TREE** failed to pay Mr. Bingham and aggrieved employees one additional hour of pay at the aggrieved employees' regular rate of pay.

Mr. Bingham and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 558 and/or 2699, subdivisions (a) and (f)-(g).

FAILURE TO PROVIDE REST PERIODS (LAB. CODE, §§ 226.7, 516, & 1198)

LABOR CODE section 226.7 and CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11040, subdivision (12)(A) provide that employers shall authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, of work. The rest period must be duty-free. (*Faulkinbury v. Boyd & Associates, Inc.* (2013) 216 Cal.App.4th 220, 237, disapproved on other grounds in *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 986, fn. 15.) Additionally, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." (*Augustus, et al. v. ABM Security Services, Inc*. (2016) 2 Cal.5th 257, 273).

LABOR CODE section 226.7 and CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11040, subdivision (12)(B) provide that if an employer fails to provide an employee with rest periods in accordance with those statutes, 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 was not provided. The Wage Order provides a separate remedy for violations of meal period requirements and violations of rest period requirements and section 226.7 allows recovery of up to two premium payments per work day – one for each type of violation. (*United Parcel Service, Inc., v. Superior Court* (2011) 196 Cal.App.4th 57, 69)

DOLLAR TREE routinely failed to provide Mr. Bingham and other aggrieved employees with code-compliant ten (10) minute rest periods for every four (4) hours or major fraction thereof worked. When rest periods were provided, they were shorter in duration than ten (10) minutes, were interrupted, or were not provided every four (4) hours or major fraction thereof worked. **DOLLAR TREE** effectively maintained control over Mr. Bingham and other aggrieved employees during rest periods that were provided. For each day where compliant ten (10) minute rest periods were not provided to Mr. Bingham and other aggrieved employees, **DOLLAR TREE** failed to pay Mr. Bingham and aggrieved employees one additional hour of pay at the aggrieved employee's regular rate of pay. Mr. Bingham and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699, subdivisions (a) and (f)-(g).

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND MAINTAIN ACCURATE PAYROLL RECORDS (LAB. CODE, §§ 226, subd. (a), 1174, subd. (d), & 1198)

LABOR CODE section 226, subdivision (a) requires employers to provide non-exempt employees with detailed and accurate wage statements (i.e. "pay stubs"). Specifically, the statute provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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, provided that 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 only the last four digits of his 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, as defined in subdivision (b) of Section 1682, 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and total hours worked for each temporary services assignment.

LABOR CODE section 226, subdivision (e)(2)(B) provides that a wage statement is incomplete if it does not list the additional meal and rest break premium hours. If a violation occurs, LABOR CODE section 226, subdivision (e) provides that an employee: (a) is entitled to recover the greater of all actual damages or minimum statutory damages of $50 for the initial pay period in which a violation occurs and $100 for each subsequent violation, up to a maximum of $4,000.00. The employee is also entitled to reasonable attorneys' fees and costs. An employee asserting a claim under either section 226 or the Private Attorney General Act is no longer required to show that the violations caused injury or resulted from "knowing and intentional" conduct. (*Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 784-785.)

DOLLAR TREE's wage statements for Mr. Bingham and other aggrieved employees did not conform with LABOR CODE section 226. The wage statements failed to accurately reflect Mr. Bingham's and other aggrieved employees' hours worked, including overtime wages, minimum wages, missed meal periods, and missed rest periods. Additionally, **DOLLAR TREE** completely failed to provide Mr. Bingham with his final wage statement.

Labor Code section 1174, subdivision (d) provides, "Every person employing labor in this state shall . . . (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors," and "(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 . . . ." Labor Code section 1174.5 provides that employers are subject to a $500 civil penalty if they fail to maintain accurate and complete records as required by section 1174, subdivision (d). During the relevant time period, and in violation of Labor Code section 1174, subdivision (d), **DOLLAR TREE** willfully failed to maintain accurate payroll records for Mr. Bingham and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to properly record each employees' overtime wages, minimum wages, missed meal periods, and missed rest periods.

Mr. Bingham and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon under Labor Code sections 226.3, 1174.5, and/or 2699, subdivisions (a) and (f)-(g).

FAILURE TO REIMBURSE BUSINESS EXPENSES (LAB. CODE, §§ 2800 & 2802)

LABOR CODE sections 2800 and 2802 provide that an employer must reimburse employees for all necessary expenditures incurred in the employee's course and scope of employment. The purpose of sections 2800 and 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. (*Cochran v. Schwan's Home Service, Inc*. (2014) 228 Cal.App.4th 1137, 1144.) The applicable Wage Order, IWC Wage Order 4-2001, provides, "When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

In the course and scope of their employment by **DOLLAR TREE**, Mr. Bingham, and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by **DOLLAR TREE**, including but not limited to the use of personal cell phones and personal cell phone plans. **DOLLAR TREE** required Mr. Bingham to use his personal cell phone and cell phone plan to communicate, via phone, and text message with other **DOLLAR TREE** employees. Mr. Bingham was required to schedule other employees using his phone and communicate with his Manager, Samara Brown with his phone. Mr. Bingham was required to frequently send photos of the store to Ms. Brown. **DOLLAR TREE** did not reimburse Mr. Bingham and other aggrieved employees for these necessary business expenses incurred in the course and scope of their employment. Mr. Bingham and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699, subdivisions (a) and (f)-(g).

FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT (LAB. CODE, §§ 201, 202, & 203)

LABOR CODE section 201, subdivision (a) provides that a discharged employee's unpaid wages are due and payable immediately. Under LABOR CODE section 202, subdivision (a), when an employee not having a written contract for a definite period is terminated, his or her wages become immediately due and payable. LABOR CODE section 203, subdivision (a) provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections [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.

DOLLAR TREE willfully failed to pay Mr. Bingham and other aggrieved employees who are no longer employed by **DOLLAR TREE** all of their wages earned including overtime wages, minimum wages, meal-period wages, and rest-period wages. Under LABOR CODE section 203, Mr. Bingham and other aggrieved employees are entitled to one day's wages for each day they were not timely paid all wages due, up to a maximum of 30 days' wages. Because **DOLLAR TREE** failed to pay overtime wages, minimum wages, meal-period wages, and rest-period wages, to Mr. Bingham and other aggrieved employees, each of these individuals whose employment has been terminated during the applicable statutory period, is entitled to 30 days' wages.

Additionally, upon **DOLLAR TREE's** termination of Mr. Bingham, **DOLLAR TREE** willfully failed to provide Mr. Bingham with any payment until approximately one week after he was terminated. **DOLLAR TREE** then provided a second check approximately two weeks after Mr. Bingham was terminated, and a third check approximately three weeks after Mr. Bingham was terminated.

Mr. Bingham and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 256 and/or 2699, subdivisions (a) and (f)-(g).

VIOLATION OF LABOR CODE SECTION 558

LABOR CODE section 558, subdivision (a) provides, "Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Section 558, subdivision (d) provides, "The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

DOLLAR TREE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Bingham and other aggrieved employees' rights by violating various sections of the California Labor Code. Mr. Bingham seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees.

CONCLUSION

Mr. Bingham alleges on behalf of himself and all of the aggrieved hourly paid employees as set forth herein, that **DOLLAR TREE** violated the California Industrial Wage Order, the CALIFORNIA LABOR CODE, the CALIFORNIA CODE OF REGULATIONS, and CALIFORNIA BUSINESS & PROFESSIONS CODE section 17200 et seq. by its misconduct. He seeks monetary relief on behalf of himself and the other aggrieved employees. It is estimated that PAGA penalties for all of **DOLLAR TREE's** aggrieved employees total in excess of **$49,781,500.00**

Senate Bill 1809 was approved as emergency legislation by the Governor and Chaptered by the Secretary of State. Senate Bill 1809 amended certain provisions of the Act. Specifically, LABOR CODE section 2699, subdivision (a) now imposes a procedural "notice" requirement on any aggrieved employee intending to pursue an action under the Act. This notice provision is codified in LABOR CODE section 2699.3 and requires that the aggrieved employee or representative to give written notice to the Labor and Workforce Development Agency and the employer of the LABOR CODE violations. This notice must include the facts and theories to support the alleged violations. By sending this correspondence, Mr. Bingham is complying with the statutory notice requirement.

DOLLAR TREE, in violation of LABOR CODE sections 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the CALIFORNIA CODE OF REGULATIONS; and the applicable Industrial Wage Order No. 4-2001 (as amended), deprived its employees of statutory overtime compensation, minimum-wage compensation, meal periods, rest periods, accurate wage statements, reimbursement of necessary expenditures incurred in employees' course and scope of employment, and wages due upon termination of employment. Furthermore, in violation of BUSINESS AND PROFESSIONS CODE section 17200 et seq., **DOLLAR TREE** engaged in unlawful, deceptive, and unfair business practices. Put simply, **DOLLAR TREE** operates to maximize profits at the expense of its employees through multiple schemes that violate the CALIFORNIA LABOR CODE, the CALIFORNIA BUSINESS AND PROFESSIONS CODE, the CALIFORNIA CODE OF REGULATIONS, and the applicable Industrial Wage Order.

As a result of **DOLLAR TREE's** failure to provide its employees with overtime compensation, minimum-wage compensation, compliant meal periods, compliant rest periods, accurate wage statements, reimbursement of necessary expenditures incurred in employees' course and scope of employment, and all wages due upon termination of employment, Mr. Bingham, and others similarly situated, are entitled to invoke the protections of the Act. As a result, Mr. Bingham, on his own behalf and on behalf of all aggrieved employees, seeks all applicable penalties related to these violations of the CALIFORNIA LABOR CODE under THE PRIVATE ATTORNEY GENERAL ACT.

Mr. Bingham has placed **DOLLAR TREE** on notice by mailing a copy of this correspondence by certified mail to its agent for service of process.

Very truly yours,

THE OZZELLO PRACTICE, PC
Mark A. Ozzello, Esq.
Calvin A. Marshall, Esq.