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June 15, 2026

Via LWDA Website:
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

Via Certified Mail:

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

Dollar Tree, Inc.
Agent for Service of Process: Corporation Service Company
100 Shockoe Slip, 2nd Floor
Richmond, VA 23219

Dollar Tree Stores, Inc.
Agent for Service of Process: CSC – Lawyers Incorporating Service
Attn: Rebecca Vang
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: **NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 et seq**

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff AUDRYANNA FUNDERBURG, on behalf of herself and all others similarly situated, hereby gives NOTICE of her Complaint pursuant to Labor Code Sections 2698, *et seq*. against Defendant DOLLAR TREE, INC., and DOES 1 through 50, inclusive ("Defendants"). Ms. Funderburg hereby gives written notice by online submission to the Labor and Workforce Development Agency, and by certified mail to Dollar Tree, Inc. via its agent for service of process.

Ms. Funderburg intends to seek civil penalties, attorney's 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. Funderburg seeks relief on behalf of herself, the State of California, and other persons who are or were employed by Dollar Tree, Inc., as non-exempt, hourly paid employees in California who worked for Defendants ("Aggrieved Employees") during the relevant time period. This letter is timely, as it is sent within one year of the violations, and sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

Defendants employed Ms. Funderburg as an hourly paid, non-exempt employee in the position of merchandise manager from March 11, 2022 to September 4, 2025. Plaintiff's principal place of work was at Defendants' Dollar Tree Store located at 720 5th Street, Lincoln CA, 95648. Plaintiff's responsibilities included loading and unloading merchandise from trucks, maintaining the warehouse's inventory, restocking and organizing merchandise in the store's aisles, operating registers as a cashier, interacting with customers, and janitorial work. Plaintiff typically worked 5-7 days per week, often in excess of eight hours in a day.

Defendants committed the following Labor Code violations against Plaintiff and the Aggrieved Employees. The facts and theories which follow and those which are found in the attached complaint make Ms. Funderburg an Aggrieved Employee pursuant to California Labor Code section 2699(c)[1].

Plaintiff has attached her Complaint and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including, without limitation, the facts and relevant theories alleged against Defendants in the Complaint which are in addition to the allegations herein and such further allegations as may be discovered and added. Plaintiff alleges that the Aggrieved Employees suffered the same violations detailed therein.

In addition to the violations set forth in the Complaint, Plaintiff provides notice of the following violations as to her and the Aggrieved Group.

<u>Failure to Pay Minimum Wages, Including Overtime</u>

Plaintiff alleges that Dollar Tree violated Labor Code sections 510, 1194, 1198 and the IWC Wage Order by failing to pay all wages owed including overtime and minimum wages. The Wage Orders 4-2001, 7-2001, 9-2001 and Labor Code sections 1194 and 1197 provide that an employee must be paid at least minimum wage for each hour worked and overtime as applicable. Labor Code section 510 and the Wage Orders provide that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week.

[1] These facts, theories, and claims are based on Ms. Funderburg experience and counsel's review of those records currently available relating to Ms. Funderburg'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. Funderburg 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.

Plaintiff alleges that she and the Aggrieved Employees were frequently not paid minimum wages and earned overtime because they were required to work while off the clock before and after shifts, and during purported meal periods. Such time is compensable time. However, in violation of the law, Plaintiff and the Aggrieved Employees were not paid for such time. By way of example, Defendants engaged in time shaving, including editing timecards to reflect less than all hours worked in order to deprive Plaintiff and the Aggrieved Employees of minimum and overtime wages. Defendants also required Plaintiff and the Aggrieved Employees to submit to security searches of their person and property after they clocked out for meal periods, when leaving the premises during rest periods, and before leaving the store at the end of a shift, during which time they remained subject to Defendants' control but were uncompensated. In addition, Defendants required Plaintiff and the Aggrieved Employees to clock out for their paid ten-minute rest periods, and forbade them from clocking in on days they were not scheduled to work but were nonetheless required to report to work, thereby depriving them of minimum wages for all hours worked. All such time was off the clock and should have been compensated. Plaintiff and the Aggrieved Employees were also required to work off the clock to answer work-related communications while off the clock. In addition, hours worked were rounded against employee interests.

Thus, Plaintiff and the Aggrieved Employees were systematically undercompensated in violation of the Labor Code sections 510, 1194, 1197, and 1198.

<u>Failure to Provide Lawful Meal Periods</u>

Plaintiff and other similarly situated employees regularly worked in excess of five hours a day without being provided a meal period of not less than 30 minutes in which they were relieved of all duties, as required by California Labor Code §§226.7, 512, and Wage Order No. 9-2001. Plaintiff and Aggrieved Employees were often not provided lawful meal periods in part because Dollar Tree maintained and enforced scheduling practices, staffing practices, and imposed work demands and schedules that frequently required employees to forego their breaks or return before thirty minutes. Dollar Tree also failed to pay the premium pay at one hour's additional wage at the employee's regular rate of compensation mandated by Labor Code §226.7(c) and Wage Order No. 4-2001, 7-2001, 9-2001 for each workday they did not receive a timely uninterrupted meal period. As a result of the violation of California Labor Code §§ 226.7 and 512 and Wage Order 7-2001, Dollar Tree is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq*. In addition, Dollar Tree failed to pay premiums at the proper rate because it failed to take all forms of compensation, including commissions, incentives, bonuses, shift differentials, and other wages into account in calculating the regular rate. This constitutes a violation of Labor Code.

<u>Failure to Authorize and Permit Rest Periods</u>

Plaintiff alleges that Dollar Tree failed to authorize and permit rest periods. This failure violated Labor Code §§ 226.7, 1198, and IWC Wage Order 4-2001, 7-2001, 9-2001, which provides that employers shall authorize and permit employees to take a rest period of net ten (10) minutes for each four (4) hours, or major fraction thereof, worked. This action is further brought under Labor Code § 226.7(b) and Section 12(B) of Wage Order 7, which provides that an employer fails to authorize and permit a lawful rest period, the employer shall pay the employee one hour of additional pay at the employee's regular rate of compensation for each workday that a rest period was not authorized and permitted.

Plaintiff and the Aggrieved Employees were systematically not authorized and permitted to take legally compliant net ten (10) minute rest periods for every four hours worked or major fraction thereof, which is a violation of the Labor Code section 226.7, 1198, and IWC Wage Order. Employees were not authorized and permitted to take a net ten-minute rest period as required by law, in part because Dollar Tree maintained and enforced scheduling practices, staffing practices, and imposed work demands and schedules that frequently required employees to forego their breaks or return before a net ten minutes of rest. To the extent any rest periods were taken they were not compliant because employees were essentially required to remain onsite, and on duty by Dollar Tree 's prohibition of Plaintiff and Aggrieved Employees to leave the premises during rest periods. Dollar Tree violated the law by failing to compensate Plaintiff and the Aggrieved Employees with one additional hour of pay at their regular rate of compensation when lawful rest periods were not lawfully provided in violation of Labor Code §§ 226.7 and 512, 1198 and the applicable Industrial Welfare Commission Wage Orders.

Failure to Timely Pay Wages During Employment

Labor Code section 204 requires that all wages are due and payable twice in each calendar month. The wages required by Labor Code §§226.7, 510, 1194, and other sections became due and payable to Plaintiff and each aggrieved employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled. Dollar Tree violated Labor Code §204 by systematically refusing to pay wages due under the Labor Code.

Labor Code section 210(a) provides that "In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Section 201.3, 204, 204b, 204.1, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

(1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee.
(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Failure To Timely Pay All 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 if an employee quits 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' 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.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Defendants failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Defendants' practices of requiring Plaintiff and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, failure to pay premiums, failure to accurately record all hours actually worked, Defendants failed to pay Plaintiff and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Plaintiff and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Defendants violated California Labor Code sections 201 and 202.

Plaintiff and Aggrieved Employees will therefore seek civil penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

<u>Failure to Provide Accurate Itemized Employee Wage Statements</u>

Labor Code section 226(a) reads in pertinent part: "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… (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 (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee…"

Dollar Tree has failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and Aggrieved Employees for all hours worked and for missed and non-provided meal and rest periods, or which failed to include compensation for all minimum wages earned or overtime hours worked, as described herein, was an inaccurate wage statement. In addition, Dollar Tree failed to include all applicable hourly rates in effect during each pay period, including Plaintiff's and Aggrieved Employees' hourly and overtime rates of pay. Dollar Tree also failed to indicate the number of hours worked at each rate and the pay period during which certain sums were earned.

<u>Failure to Keep Accurate Payroll Records</u>

Plaintiff also contends that Dollar Tree failed to keep accurate records as required by Wage Order 4-2001, 7-2001, 9-2001, Labor Code 1174, and 1198. The IWC Wage Orders required in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be records…(5) Total hours worked in the payroll period and applicable rate of pay…" Labor Code section 1174 also requires Dollar Tree to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Dollar Tree has knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged herein, including without limitation, failing to keep records of all hours worked, failing to keep track of all wages earned at the proper rates.

Unlawful Working Conditions – Failure to Provide Proper Temperature Control

Plaintiff further alleges that Defendants violated Labor Code section 1198 and IWC Wage Orders 4-2001, 7-2001, and 9-2001 by failing to comply with the temperature control requirements set forth in Section 15 of the Wage Orders. In relevant part, Section 15 of the applicable Wage Order states:

> (A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.
> (B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F., a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 68°.
> (C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

Plaintiff alleges that she and the Aggrieved Employees were subjected to temperatures and conditions that violated the Wage Orders and Labor Code section 1198, as Defendants failed to comply with the mandates set forth in the law. In particular, Plaintiff and the Aggrieved Employees were required to load and unload merchandise from trucks, maintain warehouse inventory, and perform work in areas of Defendants' store and stockroom that were subjected to extreme heat, without Defendants taking all feasible means to reduce such excessive heat to a degree providing reasonable comfort. Labor Code section 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable Wage Orders. By failing to maintain temperatures providing reasonable comfort, and by failing to take all feasible means to reduce excessive heat in violation of the applicable Wage Orders, Defendants violated Labor Code section 1198.

Failure to Provide One Day of Rest in Seven

Labor Code section 551 provides: Every person employed in any occupation of labor is entitled to one day's rest therefrom in seven. Labor Code section 552 states "no employer of labor shall cause his employees to work more than six days in seven." Here, Plaintiff alleges that she and the Aggrieved Employees were often required by Defendants to work seven days in a row and forego the rest that he or she was entitled to under the law. This constitutes a violation of the law.

Failure to Reimburse Necessary Expenses

Labor Code section 2802 requires employers to reimburse employees for necessary expenses incurred. Dollar Tree also violated California Labor Code §2802 by failing to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses, including the purchase and maintenance of uniforms and cellular phone expenses incurred in direct consequence of the discharge of their job duties. Plaintiff and the Aggrieved Employees were not reimbursed for such expenses.

In addition to the violations set forth herein, Plaintiff has attached her Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Dollar Tree in the Complaint.

All Labor Code provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaint, even if not expressly specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Christina M. Lucio

Christina M. Lucio, Esq.

Enclosure: Class Action Complaint