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July 24, 2026

LWDA Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612 (***Via Online Submission***)	Dollar Tree Stores, Inc. c/o Registered Agent REBECCA VANG 2710 GATEWAY OAKS DRIVE, STE 150N SACRAMENTO, CA 95833 (Via Certified Mail, Return Receipt Requested) #9414811898765523967032

RE: ***Maria Antonia Delgadillo v. Dollar Tree Stores, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that our office has been retained by Maria Antonia Delgadillo ("Ms. Delgadillo" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2698–2699.8) against her former employer, Dollar Tree Stores, Inc. ("Employer" or "Dollar Tree"), a retail discount variety store chain operating retail locations throughout California, including the store located in Sacramento, California, at which Ms. Delgadillo worked.

The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations that Employee alleges Employer engaged in with respect to Employee and other Aggrieved Employees.

Ms. Delgadillo seeks to pursue this action on behalf of herself as an Aggrieved Employee, on behalf of the State of California, and on behalf of other current and former non-exempt and/or hourly-paid employees who worked at Employer's California locations during the applicable statutory period of July 23, 2025, through the date of judgment and who were subjected to one or more of the violations described herein (the "Aggrieved Employees"). As to Ms. Delgadillo, the violations continued through her resignation on June 10, 2026.

The policies and practices described herein are alleged to be continuing as to Employer's current employees.

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Relevant Facts

Dollar Tree is a national retail discount store chain that operates numerous retail locations in California and employs well in excess of 100 non-exempt employees in California, including approximately twenty-five (25) employees at the Sacramento store where Ms. Delgadillo worked. Employer is subject to the California Labor Code and applicable IWC Wage Orders, including Wage Order No. 7-2001 (Mercantile Industry), at all relevant times.

Ms. Delgadillo has been employed by Employer as a Cashier (W-2, non-exempt, hourly) since approximately November 7, 2008, through June 10, 2026, with over seventeen (17) years of continuous service. In addition to operating a cash register, her duties have included stocking and maintaining the front-end/impulse merchandise sections, unloading and working freight ("U-boats"), and performing opening and cash-handling duties, including counting her register till and cash at the end of each shift.

During portions of the relevant period, Ms. Delgadillo was scheduled to work approximately five shifts per week, with each shift generally scheduled to end immediately before the fifth hour. After her hours were reduced, she worked approximately thirteen hours per week, but her shifts continued to be structured to remain below five recorded hours. Employer maintained a policy and practice of scheduling Ms. Delgadillo and other non-exempt employees to shifts of fewer than five hours for the stated purpose of avoiding meal-period and employee-benefit obligations.

As a cashier, Ms. Delgadillo is required to count her register and cash before leaving at the end of each shift. Ms. Delgadillo was regularly required to clock out first and then complete her mandatory cash-counting duties off the clock, under the observation and at the direction of management. This off-the-clock work regularly took approximately fifteen (15) to thirty (30) minutes per shift, and longer when there were discrepancies or problems requiring managerial verification. Ms. Delgadillo was not paid any wages for this time.

Timekeeping is performed via Employer's electronic timekeeping system, which includes electronic meal/rest break attestation prompts. Employer's electronic timekeeping system prompts employees to attest whether any late or missed break was taken "by your own choice." Ms. Delgadillo and other Aggrieved Employees were expressly instructed by management that they must always answer "yes" — i.e., attest that any late, short, or missed break was the employee's own choice even when the break was in fact late, short, or missed because of Employer's operational demands, understaffing, or direction. As management explained, answering truthfully would require Employer to pay the employee premium wages. Ms. Delgadillo complied with this instruction on numerous occasions when her breaks were in fact delayed by work demands and coverage shortages.

Ms. Delgadillo's rest breaks were frequently delayed beyond the applicable scheduling requirements due to customer volume, understaffing, and the inability to be relieved from her register. Employer failed to ensure adequate relief or coverage to allow Ms. Delgadillo and other Aggrieved Employees to take timely, compliant, uninterrupted, duty-free rest periods, and failed to pay rest period premium wages for any late, interrupted, or missed rest break, which was a result Employer engineered through the coerced attestations described above.

In addition, on or about April 22, 2026, Employer, through its district managers, required Ms. Delgadillo to attend an off-site meeting lasting approximately two (2) hours while she was on a medical leave of absence. Employer's district managers acknowledged at the meeting that Ms. Delgadillo would be paid two (2) hours of wages for the meeting time; upon information and belief, those wages have never been paid.

Aggrieved Employees include Ms. Delgadillo and all other current and former non-exempt employees at Employer's California locations who were subject to the same policies and practices described herein during the applicable PAGA period, including through the present for ongoing policies and practices, and including cashiers and other hourly employees who were required to clock out before completing mandatory end-of-shift duties, who were scheduled to sub-five-hour shifts to avoid meal periods, or who were instructed to falsely attest that late or missed breaks were taken by their own choice.

Failure to Pay Minimum Wages and Wages for All Hours Worked — Off-the-Clock Work

California law requires employers to pay non-exempt employees at least the applicable minimum wage for all hours worked, and to pay all wages earned, as set forth in Labor Code sections 1194, 1197, 1198, and the applicable IWC Wage Order. "Hours worked" includes all the time during which an employee is subject to the control of the employer — including mandatory end-of-shift duties such as counting a register till and reconciling cash.

Employer maintained a policy and practice of directing Ms. Delgadillo and other Aggrieved Employees to clock out before the end of their shift regardless of whether their mandatory duties were complete and then requiring them to perform mandatory cash-counting and till-reconciliation duties off the clock, without compensation. Ms. Delgadillo regularly performed approximately fifteen (15) to thirty (30) minutes of such unpaid, off-the-clock work per shift, at Employer's direction and with the knowledge and participation of Employer's managers, who supervised, verified, and clocked employees out during the cash-counting process. Employer thereby permitted work without paying any wages, including minimum wages, for that time. In addition, Employer required Ms. Delgadillo to attend a compelled, approximately two-hour meeting with district management on or about April 22, 2026; Employer acknowledged those two hours were compensable and represented that they would be paid, but, upon information and belief, has never paid them.

Upon information and belief, Employer failed to pay Employee and the Aggrieved Employees all minimum and straight-time wages for all hours worked, in violation of the California Labor Code and applicable IWC Wage Orders.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 558, 1197.1, and 2699(f), for violations of Labor Code 1194, 1197, 1198 and the applicable IWC Wage Order.

Meal Period Violations

Under California law, including Labor Code sections 226.7 and 512 and the applicable IWC Wage Order, employers must provide non-exempt employees with a first uninterrupted, duty-free 30-minute meal period no later than the end of the fifth (5th) hour of work, and a second uninterrupted, duty-free 30-minute meal period when an employee works more than ten (10) hours in a day. Employees are entitled to one additional hour of pay at the regular rate of compensation for each workday in which a compliant meal period is not provided. An employer may not evade these obligations by manipulating time records or by requiring employees to clock out and continue working.

Employer structured Ms. Delgadillo and Aggrieved Employees' recorded shifts to end immediately before the fifth hour. Because Ms. Delgadillo and other Aggrieved Employees were then required to continue performing mandatory duties off the clock after clocking out for approximately fifteen (15) to thirty (30) minutes after clocking out, such as counting the cash in the register, their actual hours worked regularly exceeded five hours without Employer providing a meal period or obtaining a valid mutual meal-period waiver. On the occasions when Ms. Delgadillo and other Aggrieved Employees actually worked shifts exceeding five hours on the clock, meal periods were at times late, interrupted, or missed due to Employer's understaffing and operational demands, and Employer coerced employees — through the attestation practice described above — into falsely recording that any such noncompliant meal period was taken by the employee's own choice, for the stated purpose of avoiding premium pay.

Employer did not pay Ms. Delgadillo and other Aggrieved Employees the meal period premium wages required by Labor Code section 226.7(c) for each workday on which a compliant meal period was not provided.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 558 and 2699(f), for violations of Labor Code sections 226.7 and 512 and the applicable IWC Wage Order.

Rest Break Violations

At all relevant times, Employer failed to authorize and permit legally compliant rest periods as required by Labor Code section 226.7 and the applicable IWC Wage Order. Non-exempt employees must be authorized and permitted to take a net ten-minute, uninterrupted, duty-free rest period for every four (4) hours worked, or major fraction thereof, and insofar as practicable in the middle of each work period.

Ms. Delgadillo reports that her rest breaks were frequently delayed beyond the required scheduling because of customer volume, register coverage shortages, and Employer's failure to provide relief. Upon information and belief, Employer's chronic understaffing of its stores, combined with its instruction that employees falsely attest that all late or missed breaks were taken "by [their] own choice," resulted in Ms. Delgadillo and other Aggrieved Employees regularly being unable to take timely, compliant, uninterrupted, duty-free rest breaks, while simultaneously ensuring that Employer's records would never reflect a premium-triggering violation.

Employer did not pay Ms. Delgadillo or other Aggrieved Employees rest period premium wages for days on which compliant rest periods were not authorized or permitted, in violation of Labor Code section 226.7.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 558 and 2699(f), for violations of Labor Code section 226.7 and the applicable IWC Wage Order.

Failure to Keep Accurate Records of Hours Worked

Labor Code section 1174(d) and the applicable IWC Wage Order require employers to keep accurate records of the hours worked daily by, and the wages paid to, each employee, including meal periods. Labor Code section 1174.5 provides civil penalties for an employer's willful failure to maintain such records.

Because Employer directed Ms. Delgadillo and other Aggrieved Employees to clock out before completing mandatory end-of-shift work, held a two-hour meeting without pay, and coerced employees into falsely attesting that late, short, or missed breaks were taken by the employee's own choice, Employer's time records systematically failed to reflect all hours actually worked and the true circumstances of employees' meal and rest breaks. Upon information and belief, this failure was willful: Employer's managers expressly explained to employees that the purpose of the attestation instruction was to avoid Employer's obligation to pay premium wages.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 1174.5 and 2699(f), for violations of Labor Code section 1174 and the applicable IWC Wage Order.

Failure to Timely Pay All Wages Earned During Employment

Labor Code section 204 requires employers to pay all wages earned by an employee twice during each calendar month, on designated regular paydays. Labor Code section 210 provides civil penalties for violations of section 204.

Because of the off-the-clock work described above, Employer failed to timely pay Ms. Delgadillo and other Aggrieved Employees all wages earned in each pay period. In addition, Employer required Ms. Delgadillo to attend a compelled, approximately two-hour meeting with district management on or about April 22, 2026; Employer acknowledged those two hours were compensable and represented that they would be paid, but, upon information and belief, has never paid them. Employer likewise failed to timely pay meal and rest period premium wages when owed.

Employer's failure to timely pay these wages was willful and intentional because its managers knowingly required work after employees clocked out and instructed employees to complete attestations designed to avoid premium-pay obligations.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 210 and 2699(f), for violations of Labor Code section 204.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires employers to furnish employees with accurate, itemized wage statements showing, among other things, total hours worked, gross wages earned, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each rate, and the inclusive dates of the pay period.

Because Employer failed to record and compensate all hours worked by Ms. Delgadillo and other Aggrieved Employees — including off-the-clock cash-counting time and the compelled meeting time described above — and failed to pay meal and rest period premium wages owed, the wage statements furnished to Aggrieved Employees did not accurately reflect total hours worked, gross wages earned, net wages earned, or all premium wages owed.

These wage-statement violations were knowing and intentional because Employer knowingly excluded required working time and premium wages from its time and payroll records.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code sections 226.3 and 2699(f), for violations of Labor Code section 226(a).

Failure to Pay All Wages Due at Separation — Waiting Time Penalties

Labor Code section 201(a) requires that when an employer discharges an employee, all wages earned and unpaid at the time of discharge are due and payable immediately; Labor Code section 202 imposes corresponding obligations upon an employee's resignation. Where an employer willfully fails to pay all wages due at the time of separation, waiting time penalties accrue under Labor Code section 203.

Ms. Delgadillo's employment ended by resignation effective June 10, 2026. To the extent that Employer failed to include all unpaid overtime and minimum wages, meal and rest period premium wages, and all other earned wages in her final pay, Employer failed to pay all wages due and owing at the time of separation. Employer's failure to pay these wages was, upon information and belief, willful within the meaning of Labor Code section 203. Employee alleges this claim as a predicate violation supporting PAGA civil penalties on behalf of separated Aggrieved Employees to the extent permitted, and without waiving any separate individual waiting-time penalty claim. Upon information and belief, other Aggrieved Employees who separated from employment during the PAGA period likewise did not receive all wages due at separation within the time required by Labor Code sections and 202.

Accordingly, Employer is liable for civil penalties under PAGA, including pursuant to Labor Code section 2699(f), for violations of Labor Code sections 202 and 203, to the extent recoverable under PAGA, and for any waiting time penalties otherwise recoverable by law.

<u>Conclusion</u>

Based on the facts and violations described above, Employee seeks to recover civil penalties on behalf of the State of California and the Aggrieved Employees pursuant to PAGA, Labor Code section 2699 et seq., for the Labor Code and applicable IWC Wage Order No. 7 violations alleged herein, as well as reasonable attorneys' fees and costs to the extent permitted by law, including under Labor Code section 2699(k)(1). Employee also reserves the right to seek any other relief authorized by PAGA, including, to the extent authorized by law, appropriate injunctive relief and other appropriate prospective relief requiring compliance with the Labor Code and applicable Wage Orders.

This notice is intended to satisfy the notice requirements of Labor Code section 2699.3 by identifying the specific provisions of the Labor Code and applicable IWC Wage Order(s) alleged to have been violated, and the facts and theories supporting each alleged violation. This notice is not intended to waive any amendment or supplementation permitted by law.

Employee is placing Employer on notice by online filing with the Labor and Workforce Development Agency and by mailing a certified copy of this correspondence to Employer, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

The JHP Firm APC
Armig Khodanian, Esq.