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LINARES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SHANE GREENE, ALEX FERNANDEZ,
DAVID STANLEY, EDDIE RUSTRIAN,
and JENNY LINARES, individually, and
on behalf of all others similarly situated,

Plaintiffs,

v.

DOLLAR TREE DISTRIBUTION, INC., a
Virginia corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. CIVSB2420954

*[Assigned for All Purposes to the Nicole
Quintana Winter, Dept. S29]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: September 30, 2026

Time: 9:00 a.m.

Dept.: S29

Action Filed: June 26, 2024

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiffs Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, and Jenny Linares (collectively with plaintiff Arianna Jacobo, “Plaintiffs”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On February 23, 2024, Plaintiff Arianna Jacobo, represented by Justice for Workers, P.C., provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code alleged to have been violated. A true and correct copy of the February 23, 2024 PAGA letter to Defendant and the LWDA is attached hereto as **Exhibit 1**. On February 27, 2024, Plaintiff Arianna Jacobo filed a putative class action complaint against Defendant in the Superior Court of California, County of San Joaquin, Case No. STK-CV-UOE-2024-0002389 (“Jacobco Action”).

4. On March 6, 2024, Plaintiff Shane Greene provided written notice to the LWDA and Defendant of the specific provisions the Labor Code alleged to have been violated. A true and correct copy of the March 6, 2024 PAGA letter to Defendant and the LWDA is attached hereto as **Exhibit 2**.

5. On April 30, 2024, Plaintiff Arianna Jacobo filed an amended complaint in the Jacobco Action which added a cause of action for civil penalties under PAGA.

6. On May 10, 2024, Plaintiffs Shane Greene and Jenny Linares provided amended written notice to the LWDA and Defendant of the specific provisions the Labor Code alleged to have been violated. A true and correct copy of the May 10, 2024 PAGA letter to Defendant and the LWDA is attached hereto as **Exhibit 3**.

7. On June 26, 2024, Plaintiffs Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, and Jenny Linares, represented by Wilshire Law Firm, PC, filed this putative class action

1 against Defendant alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay
2 overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods;
3 (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage
4 statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested
5 employment records; and (9) unfair business practices (“Instant Action”).

6 8. On July 23, 2024, Plaintiff Shane Greene, Alex Fernandez, David Stanley, Eddie
7 Rustrian, and Jenny Linares provided amended written notice to the LWDA and Defendant of the
8 specific provisions the Labor Code alleged to have been violated. A true and correct copy of the
9 July 23, 2024 PAGA letter to Defendant and the LWDA is attached hereto as **Exhibit 4**. The LWDA
10 did not notify Plaintiffs Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, and Jenny
11 Linares that it intended to investigate within 65 days of this written notice. Therefore, on November
12 15, 2024, Plaintiffs Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, and Jenny
13 Linares filed a separate action for civil penalties under PAGA in the Superior Court of California,
14 County of Alameda, Case No. 24CV099865 (“Greene PAGA Action”).

15 9. The Parties subsequently participated in a private mediation with Katherine
16 Edwards, Esq. on January 27, 2026, and had continuing discussions through the mediator in the
17 following days. The parties reached an agreement as to general settlement terms and negotiated
18 the terms of the Settlement over the next several months.

19 10. The Parties finalized the Settlement in July 2026. A true and correct copy of the
20 Parties’ fully executed Class Action and PAGA Settlement Agreement (“Settlement Agreement”) is
21 attached hereto as **Exhibit 5**. Attached thereto as **Exhibit A** is a true and correct copy of the Parties’
22 proposed Class Notice and attached thereto as **Exhibit B** is a true and correct copy of the Parties’
23 proposed Exclusion Form.

24 11. On September 1, 2026, Plaintiffs submitted a copy of the Settlement Agreement to
25 the LWDA. A true and correct copy of the confirmation of submission my office received after
26 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 6**.

27 12. On August 27, 2026, the Parties submitted a stipulation and proposed order in the
28 Instant Action to consolidate the Jacobo Action, Instant Action, and Greene PAGA Action under

1 the Instant Action and to grant leave to amend to file a consolidated complaint which, in part, will
2 add Plaintiff Arianna Jacobo as a named plaintiff to the Instant Action.

3 **Investigation and Exposure Analysis**

4 13. Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims,
5 applicable law, and potential defenses. Plaintiffs' Counsel assessed the value to the class claims using
6 the data and documents Defendant produced in informal discovery, including the number of Class
7 Members, the number of workweeks in the Class Period, the number of pay periods in the PAGA
8 Period, the number of Aggrieved Employees, documents concerning Plaintiffs, Defendant's written
9 wage-and-hour policies, job descriptions, demographic data regarding class members, and a
10 sampling of time and payroll records. Plaintiffs' Counsel engaged an expert consultant to quantify
11 the potential exposure using the time and payroll records, and then assessed the risks associated with
12 each claim meriting reductions in the likely success at class certification and likely recovery at trial.

13 14. Defendant's records show that there are approximately 2,287 Class Members, making
14 joinder of all Class Members impracticable. Further, given the size and amount of each Class
15 Members' claim, Class Members have little incentive to litigate their claims on an individual basis
16 because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely
17 outweigh any potential recovery.

18 15. Plaintiffs have alleged that Defendant maintained common employment policies
19 and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods,
20 reimbursements for business expenses, accurate wage statements, and timely payment of wages upon
21 separation of employment. While Defendants deny such claims, these allegations present common
22 factual and legal questions of, *inter alia*, whether Defendant applied the same scheduling,
23 timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members,
24 whether these policies and practices resulted in Labor Code violations, whether Defendant's conduct
25 was intentional, and whether Class Members are entitled to damages and/or penalties. These common
26 questions could be resolved using Class Members' time records, payroll records, testimony from
27 Defendant's designated representative(s) and Class Members' testimony.

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1 16. Although the exposure Plaintiffs' Counsel calculated is substantial, the various risks
2 at succeeding at class certification and through trial affected the valuation of the claims for settlement
3 purposes.

4 17. Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage
5 claims were based on the allegation that Defendant required Class Members to perform work duties
6 while off the clock, without compensation. For example, Plaintiffs alleged that Defendant required
7 them and other Class Members to wait in long lines to clock in at the start of their shift or clock
8 back in from their meal periods due Defendant having a limited number of time clocks and groups
9 of more than 70 employees needing to clock in at the same time. Defendant denies that Plaintiffs
10 and Class Members were ever required to wait in long lines to clock in, were ever permitted or
11 required to work off-the-clock, and Defendant contends that the data and information it provided
12 in advance of and at mediation supporting its position. For purposes of calculating Defendant's
13 liability based on a best-case scenario for Plaintiffs and the Class, Plaintiffs' Counsel assumed that
14 all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated
15 that Defendant is liable for one (1) hour of unpaid worktime per workweek. This results in potential
16 exposure for this claim of approximately \$5,613,214.05 (177,774 workweeks x \$21.05 average
17 hourly rate of pay x 1 hour/workweek x 1.5 overtime rate). Because this claim would have relied
18 heavily on Class Member testimony and would not be evidenced in Defendant's time and payroll
19 records, the risk of succeeding at class certification and trial was substantial. Accordingly,
20 Plaintiffs' Counsel applied a risk discount based on a 30% chance of succeeding at class
21 certification and a 30% chance of succeeding at trial on the merits, yielding a realistic damage
22 estimate of approximately \$505,189.27 (\$5,613,214.05 x 30% x 30%).

23 18. Meal Periods: Plaintiffs' meal period claim was based on the allegation that
24 Defendant failed to provide Class Members with legally compliant meal periods or pay meal period
25 premiums in lieu thereof. For example, Plaintiff alleged that Defendant failed to provide them and
26 other Class Members with uninterrupted duty-free meal periods. Additionally, Plaintiffs'
27 Counsel's expert consultant determined there was a 26% meal period violation rate from the
28 sampling of Defendant's time and payroll records for shifts over 5 hours where meal periods were

1 short, late, or missed. For shifts over 6 hours where meal periods are not waivable, Plaintiffs'
2 Counsel's expert consultant determined there was only a 6.1% meal period violation rate.
3 Defendant denies that it failed to provide statutory-required meal periods. Defendant contends that
4 the meal period violation rate reflects and includes (i) second-meal periods (which employees
5 validly waived), and/or (ii) individual employees' failure to punch meal periods they did take, as
6 it contends that work shuts down on a shift within the distribution center during a meal period.
7 Therefore, potential liability for the meal period claim is approximately \$904,475.83 (704,393
8 shifts over 6 hours x \$21.05 average hourly rate x 6.1% violation rate). After taking into account
9 the difficulty of certifying and proving meal period claims, as well as Defendant's contention that
10 the claim lacks merit, Plaintiffs' Counsel discounted this figure based on a 50% chance of
11 succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic
12 damage estimate of approximately \$180,895.17 ($\$904,475.83 \times 50\% \times 40\%$).

13 19. Rest Periods: Plaintiffs' rest period claim was based on the allegation that Defendant
14 failed to provide Class Members with legally compliant rest periods or pay rest period premiums
15 in lieu thereof. For example, Plaintiff alleged that Defendant failed to provide them and other Class
16 Members with uninterrupted duty-free rest periods. Again, Defendant denies Plaintiffs'
17 allegations, arguing that work stops across shifts during rest periods that occurred at regularly
18 scheduled compliant intervals. Based on Plaintiffs' allegations, Plaintiffs' Counsel applied a 50%
19 violation rate to all qualifying shifts during the Class Period. Therefore, Defendant's potential
20 liability for the rest period claim is approximately \$7,746,589.45 (736,018 shifts of 3.5 hours or
21 longer x \$21.05 average hourly rate x 50% violation rate). However, Plaintiffs' Counsel discounted
22 this figure to account for the difficulty of certifying and proving rest period claims, particularly
23 because rest periods do not have to be recorded, and to account for the possibility of Class Members
24 voluntarily choosing to forego a rest period. Because this claim would have relied exclusively on
25 Class Member testimony, Plaintiffs' Counsel discounted this claim based on a 30% chance of
26 succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic
27 damage estimate of approximately \$464,795.37 ($\$7,746,589.45 \times 30\% \times 20\%$).

20. Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant, such as mandatory use of personal cell phones for work purposes. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiffs' Counsel estimated that Defendant was liable to each Class Member for \$7.50 per workweek in unreimbursed expenses, for a total amount of approximately \$1,333,305.00 (\$7.50/workweek x 177,774 workweeks). However, Defendant argued that it did not require the use of personal cell phones and that it had a policy for reimbursing its employees for work-related expenses. Accordingly, Plaintiffs' Counsel discounted this claim based on a 40% chance of succeeding at class certification and a 30% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$159,996.60 (\$1,333,305.00 x 40% x 30%). In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is approximately \$14,264,279.33. However, after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiffs' Counsel estimates that Plaintiffs' realistic estimated recovery for these non-penalty wage claims is approximately \$1,150,879.81.

21. Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay all wages owed, Defendant owed waiting time penalties and wage statement penalties. With respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel estimated that Defendant's maximum potential liability is approximately \$767,512.59. Defendant's maximum potential liability for waiting time penalties is approximately \$8,908,254.75 (1,585 employees x \$21.05 average hourly rate of pay x 8 hours/day x 30 days) + [1,585 employees x \$21.05 average hourly rate of pay x 0.60 hours of overtime/day x 1.5 overtime rate x 30 days]) based on approximately 1,585 formerly employed Class Members during the 3-year statute of limitations period and an average shift length of 8.6 hours. Defendant's maximum potential liability for inaccurate wage statements is approximately \$4,183,900.00 ([1,680 employees x 1 initial violation/employee x \$50 for an initial violation] + [(42,679 pay periods - 1,680 initial violations) x \$100 for each subsequent violation]) based on approximately 1,680 Class Members who worked

1 during the 1-year statute of limitations period and approximately 42,679 pay periods in that
2 statutory timeframe. In light of the foregoing, Plaintiffs' Counsel believes that it would be
3 unrealistic to expect the Court to award the full \$13,092,154.75 in statutory penalties given
4 Defendant's defenses, the contested nature of Plaintiffs' claims, the challenges of establishing
5 willfulness as applicable, and the discretionary nature of penalties. Considering that the underlying
6 wage claims are realistically estimated to be approximately \$1,150,879.81, such a disproportionate
7 award would also raise due process concerns. As such, Plaintiffs' Counsel discounted these figures
8 to account for the risk and uncertainty of obtaining class certification and prevailing at trial,
9 resulting in a realistic evaluation of approximately \$534,495.29 for waiting time penalty claims
10 (\$8,908,254.75 x 30% x 20%), and approximately \$251,034.00 for wage statement penalty claims
11 (\$4,183,900.00 x 30% x 20%), or approximately \$767,512.59 total for statutory penalties.

12 22. PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendant's
13 potential exposure could reach \$4,705,600.00, assuming the initial \$100 penalty would apply for
14 each of the 47,056 pay periods in the PAGA Period. However, even assuming success on the merits
15 of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons,
16 including where to do otherwise would result in an award that is unjust, arbitrary and oppressive,
17 or confiscatory. As such, Plaintiffs' Counsel discounted this figure to account for the risk and
18 uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$470,560.00
19 for PAGA penalties (\$4,705,600.00 x 10%). The settlement allocates \$50,000.00 of the Gross
20 Settlement Amount to PAGA, therefore the PAGA allocation amounts to 2.7% of the Gross
21 Settlement Amount and approximately 11% of the realistic maximum damages for PAGA penalties
22 (\$50,000.00 / \$470,560.00). Pursuant to the Settlement Agreement, the amount of PAGA Penalties
23 allocated to Aggrieved Employees is \$12,500.00. With an estimated total of 1,545 Aggrieved
24 Employees, each Aggrieved Employee would be eligible to receive an average net benefit of
25 approximately \$8.09. Based on the amount of PAGA Penalties available for individual PAGA
26 payments and there being approximately 47,056 pay periods in the PAGA Period, the estimated
27 pay period valuation for individual PAGA payments is \$0.27 (\$12,500.00 for PAGA Penalties to
28 Aggrieved Employees / 47,056 pay periods). Based on these current estimates, the lowest estimated

1 individual PAGA payment could be \$0.27 (\$0.27 x 1 pay period) and the highest estimated
2 individual PAGA payment could be \$26.73 (\$0.27 x approximately 99 pay periods in the PAGA
3 Period).

4 23. Using these estimated figures, Plaintiffs' Counsel predicted that the realistic
5 maximum recovery for all claims, including penalties, would be approximately \$2,566,965.70.
6 This means that the gross settlement amount represents approximately 71% of the realistic
7 maximum recovery (\$1,825,000.00 / \$2,566,965.70). Considering Defendant's defenses and the
8 risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the
9 Class. Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed
10 relief and will avoid the risk of an unfavorable judgment.

11 24. Based on the figures in the Settlement Agreement, the Net Settlement Amount
12 available for distribution to Settlement Class Members is currently estimated to be \$1,006,250.00
13 for approximately 2,287 Class Members. As a result, each Settlement Class Member would be
14 eligible to receive an average net benefit of approximately \$439.99. Based on the estimated Net
15 Settlement Amount available for individual class payments and there being approximately 177,774
16 workweeks in the Class Period, the estimated weekly valuation for individual class payments is
17 \$5.66 (\$1,006,250.00 / 177,774 workweeks). Based on these current estimates, the lowest estimated
18 individual class payment could be \$5.66 (\$5.66 x 1 week) and the highest estimated individual
19 class payment could be \$1,947.04 (\$5.66 x approximately 344 weeks in the Class Period).

20 **Plaintiffs' Counsel's Qualifications**

21 25. Plaintiffs are represented by WLF and Justice for Workers, P.C. The attorneys at WLF
22 performed significant work and expended litigation costs in prosecuting this matter with no guarantee
23 of payment.

24 26. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
25 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
26 employees. WLF is actively and continuously practicing in employment litigation, representing
27 employees in both individual and class actions in both state and federal courts throughout California.

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1 27. WLF is qualified to handle this Litigation because its attorneys are experienced in
2 litigating Labor Code violations in individual, class action, and representative action cases. WLF has
3 handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class
4 actions involving consumer rights and data privacy litigation.

5 28. I graduated from the University of California, Santa Barbara with High Honors in
6 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
7 School in 1996.

8 29. Upon graduating from law school in 1996, I worked for a boutique law firm practicing
9 general litigation which included employment law matters. Since 2000 (that is, the last 25 years) my
10 practice has been exclusively focused on labor and employment matters including handling wage
11 and hour class, collective and representative actions (including the California Private Attorneys
12 General Act, or “PAGA”), including in the international law firms of Morgan, Lewis & Bockius LLP
13 (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice
14 Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and
15 Seyfarth Shaw LLP (where I was a partner and member of the Wage and Hour Practice Group).
16 During my time at these law firms, I was the primary attorney or took a major leading role in
17 defending employers on numerous wage and hour class, collective and representative actions.

18 30. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire Law
19 Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class
20 and representative actions litigating such matters on behalf of plaintiff employees in numerous
21 Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have
22 successfully mediated the resolution of many wage and hour class, collective, and representative
23 actions. Just since starting to settle cases in late April 2023 I have already successfully mediated
24 matters in which I have been counsel or co-counsel resulting in **well over \$280 million** in settlements
25 and verdicts which are in the process of being finalized, and with numerous upcoming mediations
26 scheduled. In those and numerous other matters, I have managed and assisted with the litigation and
27 settlement of many wage and hour PAGA and class actions. In those actions, I performed similar
28 tasks as those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed

1 in achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores*
2 *v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after
3 verdict).

4 31. I have received numerous awards for my legal work. For example, from 2015 to 2018,
5 I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). I have
6 also served on numerous prominent boards and in other leadership positions, including serving as
7 Southern California Regional President for the Hispanic National Bar Association and on the board
8 of directors of the Mexican American Bar Foundation. I also previously served on the 5-member Los
9 Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of
10 Los Angeles.

11 32. I have also published numerous blogs on labor and employment issues including on
12 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
13 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really Protected
14 From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with Seyfarth Shaw
15 LLP). I have also been a presenter at numerous conferences, including being a presenter involving
16 the “Employment Law Update” at a National Employment Law Council conference.

17 33. William M. Pao is a Junior Partner at WLF. He graduated from the University of
18 Southern California with a double-major in Psychology and Humanities (Emphasis in Theatre Arts)
19 and received his juris doctorate degree from Loyola Law School. Mr. Pao has dedicated his 20-
20 plus year career to plaintiffs’ class action litigation. Prior to joining WLF, he worked at various
21 prominent defense firms and a very well-known plaintiffs’ boutique class action litigation firm
22 where he recovered more than \$100 million in settlements. Mr. Pao’s wealth of experience includes
23 successful work on all stages of class action litigation, including class certification motions, and
24 class settlements. He was the principal drafter of a successful and reportable appeal in *Harris v.*
25 *KM Industrial, Inc.*, (2020) 980 F.3d 694 affirming the standards when challenging the amount-in-
26 controversy standard under the Class Action Fairness Act. Mr. Pao has been involved in hundreds
27 of wage-and-hour and Federal Credit Reporting Act class actions and Private Attorneys General
28 Act representative actions throughout the State of California.

1 34. Matthew R. Baker is an Associate Attorney at WLF. He was admitted to practice
2 law in the State of California in 2019. Mr. Baker graduated from California State University,
3 Northridge with a Bachelor of Science in Political Science. Mr. Baker received his Juris Doctor
4 from California Western School of Law. Since graduating from law school, his practice has been
5 in insurance defense (previously) and employment law (currently.) Mr. Baker's time at WLF has
6 been focused on plaintiff-side wage and hour class action litigation.

7 35. Jeffrey C. Bils is a Junior Partner at WLF. He graduated from the University of
8 Wisconsin–Madison with a Bachelor of Arts in Journalism and German, and received his Juris
9 Doctor from the University of California, Los Angeles School of Law in 2014. During law school,
10 he was a Senior Editor on the UCLA Law Review and an Articles Editor on the Entertainment Law
11 Review. Mr. Bils served as a Judicial Extern for the Hon. Consuelo Bland Marshall in United States
12 District Court for the Central District of California, and also for the Hon. Sandra R. Klein of United
13 States Bankruptcy Court for the Central District of California. Mr. Bils graduated ranked No. 7 in
14 his graduating class from UCLA School of Law. He was admitted to practice law in the State of
15 California in 2014. Since graduating from law school, he has focused his legal work primarily on
16 employment matters, including wage-and-hour class action and PAGA representative action
17 litigation, and he has helped obtain dozens of settlements on behalf California workers, as well as
18 on behalf of California employers during his years on the defense bar. Mr. Bils is a member of the
19 Beverly Hills Bar Association (BHBA), where he is a past member of the Board of Governors and
20 a past Chair of the Labor & Employment Law Section Executive Committee. He is also a member
21 of the California Employment Lawyers Association (CELA) and the Consumer Attorneys
22 Association of Los Angeles (CAALA).

23 36. Aram Boyadjian was a fifth-year Associate Attorney at WLF. He was admitted to
24 practice law in the State of California in 2021. Mr. Boyadjian graduated from the University of
25 California, Los Angeles, with a Bachelor of Arts in Political Science. He received his Juris Doctor
26 from Loyola Law School. During law school, he was a member of the student editorial board for
27 the International and Comparative Law Review. Since January 2021, his practice has mainly been
28 focused on wage and hour class action litigation.

37. Andrew Sandoval was a third-year Associate Attorney at WLF. He was admitted to practice law in the State of California in 2022. Mr. Sandoval graduated from Azusa Pacific University with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law School. During law school, he was a Vice-President of La Raza de Loyola. Since graduating, his practice has mainly been focused on wage and hour class action litigation.

38. Courtney M. Miller is a Settlement Attorney at WLF. She was admitted to practice law in the State of California in 2019. Ms. Miller graduated from the University of California, Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming an attorney, Ms. Miller worked at a boutique civil litigation firm for nearly a decade, primarily handling employment matters. She earned her Juris Doctor from Southwestern Law School in 2019. Ms. Miller has prosecuted wage and hour class and PAGA actions, almost exclusively, since 2020. As a handling attorney, Ms. Miller obtained over \$30 million dollars in settlements on behalf of California employees.

Joint Prosecution Agreement

39. Pursuant to Rule 1.5.1(a)(2) of the Rules of Professional Conduct of the State Bar of California, Plaintiffs gave their written consent to the fee splitting agreement in this matter between Plaintiffs' counsel, Wilshire Law Firm, PLC and Justice for Workers, P.C.

Administrator

40. Plaintiffs' Counsel sought bids from five (5) administrators to administer this Settlement and the Parties selected Phoenix Class Action Administration Solutions. A true and correct copy of the not-to-exceed bid from Phoenix Class Action Administration Solutions to administer this Settlement is attached hereto as **Exhibit 7**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 3, 2026 at Los Angeles, California.

John P. ...

John G. Yslas

EXHIBIT 1



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

February 23, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Arianna Jacobo v. Dollar Tree Distribution, Inc.*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Arianna Jacobo ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Dollar Tree Distribution, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate distribution centers in California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately March 29, 2023 to approximately January 3, 2024 in its distribution warehouse in Stockton, California. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1198, 2100, *et seq.*, and IWC Wage Orders including Wage Order 7-2001.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid overtime compensation at the regular rate of pay because Defendants failed to properly incorporate multiple rates of pay and/or all non-discretionary remuneration, including non-discretionary bonuses, into the regular rate of pay.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including non-discretionary bonuses, into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to aggrieved employees by failing to properly incorporate multiple rates of pay and/or all non-discretionary remuneration, including non-discretionary bonuses, into the sick leave pay rate calculation.

Labor Code §§ 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, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid overtime, sick leave, and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid overtime, sick leave, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, failure to state the correct gross and net wages earned for all time worked and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to 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. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid overtime, sick leave, and premium wages as discussed above.

Labor Code § 1198 provides: "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." Section 15 of the applicable Wage Orders provide: "(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° F. (C) A temperature of not less than 68° F shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use. (D) Federal and State energy guidelines shall prevail over any conflicting provision of this section." California law requires an employer to endeavor to provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, §3203.) Labor Code section 6720 required the California Division of Occupational Safety and Health ("Cal/OSHA") to propose an indoor heat illness standard by January 1, 2019. (Lab. Code, § 6720.) Cal/OSHA's draft standard applies its proposed regulations to "all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present." During the relevant time period, Defendants failed to provide Plaintiffs and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by, *inter alia*, providing adequate heating, air conditioning, and/or ventilation and failed to maintain a temperature of not less than 68° F in toilet rooms and/or breakrooms for Plaintiffs and other aggrieved employees.

Labor Code §§ 2100, *et seq.* regulate the use of quotas by warehouse distribution centers, including Defendants. Defendants directly or indirectly control 100 or more employees at a single warehouse distribution center or 1,000 or more employees at one or more warehouse distribution centers in California. During the relevant time period, Defendants employed a quota within meaning of Labor Code § 2100. On information and belief, Defendants violated Labor

Code §§ 2100, *et seq.* by failing to provide aggrieved employees with notice of the quotas and/or because the quotas prevented aggrieved employees from taking meal periods, rest periods, and/or the use of bathroom facilities.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Dollar Tree Distribution, Inc.
c/o CSC Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Dr. # 150
Sacramento, CA 95833

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 Sacramento, CA 95833

PS Form 3800, January 2023 PSN 7530-02-000-9007

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Dollar Tree Distribution, Inc.
c/o CSC Lawyers Incorporating Services
Agent for Service of Process
2710 Gateway Oaks Dr. #150
Sacramento, CA 95833



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EXHIBIT 2

WILSHIRE LAW FIRM, PLC

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Brad Stuckey, Esq.	Jesse Chen, Esq.
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Cameron Stewart, Esq.	
Shahin Rezvan, Esq.	

March 6, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Dollar Tree Distribution, Inc.
500 Volvo Parkway
Chesapeake, VA 23320
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 5405 49

CSC – Lawyers Incorporating Service
Agent for Service of Process
Dollar Tree Distribution, Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 5405 56

Re: ***Shane Greene and Emanuel Castillo v. Dollar Tree Distribution, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Shane Greene and Emanuel Castillo (“Employees”) to pursue a Labor Code Private Attorneys General Act of 2004 (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against their former employers, Dollar Tree Distribution, Inc. (“Dollar Tree Distribution” or “Employers”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employees and some or potentially all of Employers’ Aggrieved Employees.

Employees wish to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

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

Employees' Employment with Dollar Tree Distribution

Dollar Tree Distribution is the distribution branch of the nationwide Dollar Tree, Inc. company. Employees worked as warehouse associates. Their primary job functions included handling, loading, and shipping Employers' goods. In performing their duties, Employees were required, at times, to perform work off-the-clock, without compensation. Employees were, at times, deprived of an opportunity to take legally compliant meal and rest breaks, including because they were interrupted and/or were not permitted to leave the premises. Moreover, Employers failed, at times, to provide Employees and other Aggrieved Employees with the meal and rest break premiums they were entitled to. Additionally, Employees incurred business-related expenses but Employers failed, at times, to reimburse them. These are just non-exhaustive examples of the facts and theories the Employees assert, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Employee Shane Greene is a resident of Modesto, California who worked for Employers in San Joaquin County, California as an hourly-paid, non-exempt employee from approximately October 2015 to approximately February 2024.

Employee Emanuel Castillo is a resident of San Bernardino, California who worked for Employers in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately March 2010 to approximately November 2023.

During their employment for Employers, Employers paid Employees an hourly wage and classified them as non-exempt from overtime. Employers typically scheduled Employees to work at least five days in a workweek and at least eight hours per day, but Employees also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employees' employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employees with legally compliant meal periods, failed to authorize and permit Employees to take rest periods, failed to timely pay all final wages to Employees when Employers terminated Employees' employment, failed to furnish accurate wage statements to Employees, failed to indemnify Employees for business expenditures, and failed to timely produce Employees' requested employment records. As discussed below, Employees' experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight 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.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employees and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employees and the Aggrieved Employees, or some of them, to work “off-the-clock,” uncompensated, by, for example, requiring Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employer at times failed to properly calculate Employees’ regular rate of pay when paying overtime, by failing to include all compensation in Employees’ overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employees and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employees worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employees consistently were not compensated at least minimum wage for all hours that Employees worked.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employees and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employees and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employees and the

Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employees and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employees of their right to, nor permitted them to take, all of Employees' second meal periods when they worked at least ten hours of work in a workday and otherwise unlawfully pressured Employees to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employees and the Aggrieved Employees, or some of them, in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employees and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers authorizing and permitting Employees to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employees and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over Employees and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize

and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employees and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employees all wages due, and failed to pay those wages twice a month, in that Employees were not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employees the legally required wages for unpaid wages, and Employees and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employees seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employees and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employees and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employees and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employees and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employees and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

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Failure to Timely Pay All Wages at Termination

Labor Code §§ 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 that if an employee voluntarily leaves 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 previous 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.

Within the applicable statute of limitations, the employment of Employees and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail to pay Employees and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employees and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203. Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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 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 the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and

reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employees and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employees and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employees and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employees and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employees and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employees and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employees and the Aggrieved Employees for these employment-related expenses.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employees and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of

the instrument upon request.

On information and belief, Employees and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employees and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employees and Aggrieved Employees, or some of them, by virtue of Employers’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers’ failure to relieve Employees and Aggrieved Employees, or some of them, of all duties and Employers’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employees’ and Aggrieved Employees’ meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employees’ and Aggrieved Employees’ work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employees and Aggrieved Employees, or some of them.

Employers’ failure to keep “accurate and complete” payroll records for Employees and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees (or some of them), results in a separate civil

penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California.

Employees are additionally informed and believe that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employees and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employees and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers’ premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed to provide notice of the correct sick leave amount balance available to Employees and other Aggrieved Employees on their wage statements or other written statement.

Based on information and belief, Employers failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

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¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

Based on information and belief, throughout the relevant period, Employers failed to provide notice of sick leave amount balance left for Employees and other Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employees and other Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employees seek all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employees and all Aggrieved Employees. In violation of Labor Code section 247.5, Employers failed to maintain records documenting the hours worked and paid sick days accrued and used by Employees and all Aggrieved Employees, permitting the presumption that Employees and all Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers further failed and continue to fail to comply with Labor Code section 246, by failing to provide Employees and all Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Employers unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Employers' failure to properly institute a paid sick leave program.

On information and belief, Employees allege that all of these practices were experienced and continue to be experienced by other Aggrieved Employees. Employees request all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employees and other Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Employees request all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers violated Labor Code section 248.2 by not providing Aggrieved Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due. Employers violated and continue to violate Labor Code section 216 by failing to pay Employees and all Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay Employee and all Aggrieved Employees an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during

which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers failed to provide Aggrieved Employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, there were periods of time when Aggrieved Employees were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employees' and other Aggrieved Employees' work reasonably permitted the use of seats. However, Employers failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.³

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² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers willfully and systematically denied Employees and other Aggrieved Employees of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers paid Employees and other Aggrieved Employees lower wages than those they were entitled to while purporting that Employees and all Aggrieved Employees were properly paid. As such, Employees and all Aggrieved Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination.

Based on information and belief, Employers had and continue to have a uniform policy and practice of failing to allow Aggrieved Employees and Exempt Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to Aggrieved Employees and/or Exempt Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and believe, Employers had and have a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they

obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved Employees and Exempt Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employees to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

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By requiring Aggrieved Employees and Exempt Aggrieved Employees agree in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers asked Aggrieved Employees, and Exempt Aggrieved Employees about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked Aggrieved Employees and Exempt Aggrieved Employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers violated Labor Code section 432.5 by requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

Upon information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, Employers required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, Employees, Aggrieved Employees and Exempt Aggrieved Employees continue to be subject to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employees are informed and believe that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employees are informed and believe that these policies and/or practices prevent Employees and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers had and have a policy or practice of failing to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employees are informed and believe, and based thereon allege that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employees and/or other Aggrieved Employees; failing to provide adequate protection equipment to Employees and/or other Aggrieved Employees; and failing to provide adequate distance in working conditions between Employees and/or other Aggrieved Employees.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employees allege that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal to pay wages due and payable and/or denial of the validity of any claim to wages due;
13. Labor Code § 223 for secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure to timely provide temporary workers with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially all Aggrieved Employees, Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

LWDA

Notice of Labor Code Violations and PAGA

March 6, 2024

Page 17 of 17

Employees have placed Employers on notice by mailing a certified copy of this correspondence, 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.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", written over the printed name.

John G. Yslas, Esq.

EXHIBIT 3

WILSHIRE LAW FIRM, PLC

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Mary Caruso, Esq.	Ghazaleh Attaran, Esq.
Johnny Ogata, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
Brad Stuckey, Esq.	Jesse Chen, Esq.
Thiago Coelho, Esq.	Arsine Grigoryan, Esq.
Cameron Stewart, Esq.	
Shahin Rezvan, Esq.	

May 10, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Dollar Tree Distribution, Inc.
500 Volvo Parkway
Chesapeake, VA 23320
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 6009 84

CSC – Lawyers Incorporating Service
Agent for Service of Process
Dollar Tree Distribution, Inc.
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 6009 91

Re: ***Shane Greene and Emanuel Castillo v. Dollar Tree Distribution, Inc.***
Amended Notice of Labor Code Violations and PAGA Penalties
LWDA Case No. LWDA-CM-1015034-24

To Whom It May Concern:

Please be advised that my office has been retained by Shane Greene, Emanuel Castillo, and Jenny Linares (“Employees”) to pursue a Labor Code Private Attorneys General Act of 2004 (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against their former employers, Dollar Tree Distribution, Inc. (“Dollar Tree Distribution” or “Employers”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employees and some or potentially all of Employers’ Aggrieved Employees.

This letter amends Shane Greene and Emanuel Castillo’s LWDA notice letter sent on March 6, 2024 (LWDA-CM-1015034-24), including but not limited to by adding Employee Jenny Linares.

Employees wish to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

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

Employees’ Employment with Dollar Tree Distribution

Dollar Tree Distribution is the distribution branch of the nationwide Dollar Tree, Inc. company. Employees worked as warehouse associates. Their primary job functions included handling, loading, and shipping Employers’ goods. In performing their duties, Employees were required, at times, to perform work off-the-clock, without compensation. Employees were, at times, deprived of an opportunity to take legally compliant meal and rest breaks, including because they were interrupted and/or were not permitted to leave the premises. Moreover, Employers failed, at times, to provide Employees and other Aggrieved Employees with the meal and rest break premiums they were entitled to. Additionally, Employees incurred business-related expenses, but Employers failed, at times, to reimburse them. These are just non-exhaustive examples of the facts and theories the Employees assert, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers’ business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

Employee Shane Greene is a resident of Modesto, California who worked for Employers in San Joaquin County, California as an hourly-paid, non-exempt employee from approximately October 2015 to approximately February 2024.

Employee Emanuel Castillo is a resident of San Bernardino, California who worked for Employers in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately March 2010 to approximately November 2023.

Employee Jenny Linares is a resident of Moreno Valley, California who worked for Employers in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately October 2022 to approximately April 2024.

During their employment for Employers, Employers paid Employees an hourly wage and classified them as non-exempt from overtime. Employers typically scheduled Employees to work at least five days in a workweek and at least eight hours per day, but Employees also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employees’ employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employees with legally compliant meal periods, failed to authorize and permit Employees to take rest periods, failed to timely pay all final wages to Employees when Employers terminated Employees’ employment, failed to furnish accurate wage statements to Employees, failed to indemnify Employees for business expenditures, and failed to timely produce Employees’ requested employment records. As discussed below, Employees’ experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight 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.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employees and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employees and the Aggrieved Employees, or some of them, to work “off-the-clock,” uncompensated, by, for example, requiring Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employer at times failed to properly calculate Employees’ regular rate of pay when paying overtime, by failing to include all compensation in Employees’ overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employees and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employees worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employees consistently were not compensated at least minimum wage for all hours that Employees worked.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employees and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employees and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employees and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employees of their right to, nor permitted them to take, all of Employees' second meal periods when they worked at least ten hours of work in a workday and otherwise unlawfully pressured Employees to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employees and the Aggrieved Employees, or some of them, in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employees and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers authorizing and permitting Employees to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employees and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over Employees and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employees and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employees all wages due, and failed to pay those wages twice a month, in that Employees were not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employees the legally required wages for unpaid wages, and Employees and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employees seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employees and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employees and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employees and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employees and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As

a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employees and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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 that if an employee voluntarily leaves 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 previous 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.

Within the applicable statute of limitations, the employment of Employees and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail to pay Employees and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employees and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203. Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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 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 the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employees and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employees and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employees and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employees and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employees and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employees and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employees and the Aggrieved Employees for these employment-related expenses.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employees and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees’ performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer

must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request.

On information and belief, Employees and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employees and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employees and Aggrieved Employees, or some of them, by virtue of Employers’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers’ failure to relieve Employees and Aggrieved Employees, or some of them, of all duties and Employers’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employees’ and Aggrieved Employees’ meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employees’ and Aggrieved Employees’ work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employees and Aggrieved Employees, or some of them. Employers’ failure to keep “accurate and complete” payroll records for Employees and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699.

Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California.

Employees are additionally informed and believe that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employees and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employees and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers’ premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed to provide notice of the correct sick leave amount balance available to Employees and other Aggrieved Employees on their wage statements or other written statement.

Based on information and belief, Employers failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

Based on information and belief, throughout the relevant period, Employers failed to provide notice of sick leave amount balance left for Employees and other Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employees and other Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employees seek all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employees and all Aggrieved Employees. In violation of Labor Code section 247.5, Employers failed to maintain records documenting the hours worked and paid sick days accrued and used by Employees and all Aggrieved Employees, permitting the presumption that Employees and all Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers further failed and continue to fail to comply with Labor Code section 246, by failing to provide Employees and all Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Employers unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Employers' failure to properly institute a paid sick leave program.

On information and belief, Employees allege that all of these practices were experienced and continue to be experienced by other Aggrieved Employees. Employees request all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employees and other Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Employees request all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers violated Labor Code section 248.2 by not providing Aggrieved Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due. Employers violated and continue to violate Labor Code section 216 by failing to pay Employees and all Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay Employee and all Aggrieved Employees an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

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These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers failed to provide Aggrieved Employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, there were periods of time when Aggrieved Employees were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employees' and other Aggrieved Employees' work reasonably permitted the use of seats. However, Employers failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.³

² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers willfully and systematically denied Employees and other Aggrieved Employees of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers paid Employees and other Aggrieved Employees lower wages than those they were entitled to while purporting that Employees and all Aggrieved Employees were properly paid. As such, Employees and all Aggrieved Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination.

Based on information and belief, Employers had and continue to have a uniform policy and practice of failing to allow Aggrieved Employees and Exempt Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to Aggrieved Employees and/or Exempt Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and believe, Employers had and have a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they

obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved Employees and Exempt Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employees to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

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By requiring Aggrieved Employees and Exempt Aggrieved Employees agree in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers asked Aggrieved Employees, and Exempt Aggrieved Employees about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked Aggrieved Employees and Exempt Aggrieved Employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers violated Labor Code section 432.5 by requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

Upon information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, Employers required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, Employees, Aggrieved Employees and Exempt Aggrieved Employees continue to be subject to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employees are informed and believe that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employees are informed and believe that these policies and/or practices prevent Employees and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers had and have a policy or practice of failing to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employees are informed and believe, and based thereon allege that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employees and/or other Aggrieved Employees; failing to provide adequate protection equipment to Employees and/or other Aggrieved Employees; and failing to provide adequate distance in working conditions between Employees and/or other Aggrieved Employees.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employees allege that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal to pay wages due and payable and/or denial of the validity of any claim to wages due;
13. Labor Code § 223 for secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure to timely provide temporary workers with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially all Aggrieved Employees, Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

LWDA

Amended Notice of Labor Code Violations and PAGA

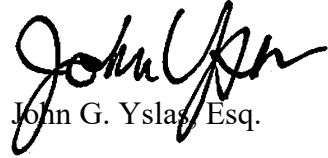
May 10, 2024

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Employees have placed Employers on notice by mailing a certified copy of this correspondence, 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.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", written over the printed name.

John G. Yslas, Esq.

EXHIBIT 4

WILSHIRE LAW FIRM, PLC

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Nicol Hajjar, Esq.
Thiago Coelho, Esq.

July 23, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Dollar Tree Distribution, Inc.
500 Volvo Parkway
Chesapeake, VA 23320
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 6046 61

CSC – Lawyers Incorporating Service
Agent for Service of Process
Dollar Tree Distribution, Inc.
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833-3505
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 6046 78

Re: ***Shane Greene, et al. v. Dollar Tree Distribution, Inc.***
Amended Notice of Labor Code Violations and PAGA Penalties
LWDA Case No. LWDA-CM-1015034-24

To Whom It May Concern:

Please be advised that my office has been retained by Shane Greene, Emanuel Castillo, and Jenny Linares, Alex Fernandez, David Stanley, and Eddie Rustrian (“Employees”) to pursue a Labor Code Private Attorneys General Act of 2004 (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against their former employers, Dollar Tree Distribution, Inc. (“Dollar Tree Distribution” or “Employers”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employees and some or potentially all of Employers’ Aggrieved Employees.

This letter amends Shane Greene, Emanuel Castillo, and Jenny Linares’s amended LWDA notice letter sent on May 10, 2024 (LWDA-CM-1015034-24), including but not limited to by adding Employees Alex Fernandez, David Stanley, and Eddie Rustrian.

Employees wish to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

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

Employees’ Employment with Dollar Tree Distribution

Dollar Tree Distribution is the distribution branch of the nationwide Dollar Tree, Inc. company. Employees worked as warehouse associates. Their primary job functions included handling, loading, and shipping Employers’ goods. In performing their duties, Employees were required, at

times, to perform work off-the-clock, without compensation. Employees were, at times, deprived of an opportunity to take legally compliant meal and rest breaks, including because they were interrupted and/or were not permitted to leave the premises. Moreover, Employers failed, at times, to provide Employees and other Aggrieved Employees with the meal and rest break premiums they were entitled to. Additionally, Employees incurred business-related expenses, but Employers failed, at times, to reimburse them. These are just non-exhaustive examples of the facts and theories the Employees assert, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Employee Shane Greene is a resident of Modesto, California who worked for Employers in San Joaquin County, California as an hourly-paid, non-exempt employee from approximately October 2015 to approximately February 2024.

Employee Emanuel Castillo is a resident of San Bernardino, California who worked for Employers in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately March 2010 to approximately November 2023.

Employee Jenny Linares is a resident of Moreno Valley, California who worked for Employers in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately October 2022 to approximately April 2024.

Employee Alex Fernandez is a resident of San Bernardino, California who worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately December 2020 to present.

Employee David Stanley is a resident of Los Angeles, California who worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately August 2010 to present.

Employee Eddie Rustrian is a resident of Grand Terrace, California who worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately October 2010 to present.

During their employment for Employers, Employers paid Employees an hourly wage and classified them as non-exempt from overtime. Employers typically scheduled Employees to work at least five days in a workweek and at least eight hours per day, but Employees also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employees' employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employees with legally compliant meal periods, failed to authorize and permit Employees to take rest periods, failed to timely pay all final wages to Employees when Employers terminated Employees' employment, failed to furnish accurate wage statements to Employees, failed to indemnify Employees for business expenditures, and failed to timely produce Employees' requested employment records. As discussed below, Employees' experience working for Employers was typical and illustrative.

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Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight 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.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employees and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employees and the Aggrieved Employees, or some of them, to work “off-the-clock,” uncompensated, by, for example, requiring Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employer at times failed to properly calculate Employees’ regular rate of pay when paying overtime, by failing to include all compensation in Employees’ overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employees and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employees worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employees consistently were not compensated at least minimum wage for all hours that Employees worked.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employees and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employees and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employees and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law.

Employers also did not inform Employees of their right to, nor permitted them to take, all of Employees' second meal periods when they worked at least ten hours of work in a workday and otherwise unlawfully pressured Employees to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employees and the Aggrieved Employees, or some of them, in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employees and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers authorizing and permitting Employees to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employees and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employees and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a rest period.

Accordingly, Employers at times failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employees and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employees all wages due, and failed to pay those wages twice a month, in that Employees were not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employees the legally required wages for unpaid wages, and Employees and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employees seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employees and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employees and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employees and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employees and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such

wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employees and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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 that if an employee voluntarily leaves 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 previous 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.

Within the applicable statute of limitations, the employment of Employees and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail to pay Employees and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employees and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203. Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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 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 the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employees and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employees and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employees and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employees and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employees and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employees and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employees and the Aggrieved Employees for these employment-related expenses.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employees and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees’ performance or to any grievance concerning the employee.

Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request.

On information and belief, Employees and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employees and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employees and Aggrieved Employees, or some of them, by virtue of Employers’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers’ failure to relieve Employees and Aggrieved Employees, or some of them, of all duties and Employers’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employees’ and Aggrieved Employees’ meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employees’ and Aggrieved Employees’ work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employees and Aggrieved Employees, or some of them. Employers’ failure to keep “accurate and complete” payroll records for Employees and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7.

These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California.

Employees are additionally informed and believe that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employees and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employees and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers’ premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed to provide notice of the correct sick leave amount balance available to Employees and other Aggrieved Employees on their wage statements or other written statement.

Based on information and belief, Employers failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

Based on information and belief, throughout the relevant period, Employers failed to provide notice of sick leave amount balance left for Employees and other Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employees and other Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employees seek all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employees and all Aggrieved Employees. In violation of Labor Code section 247.5, Employers failed to maintain records documenting the hours worked and paid sick days accrued and used by Employees and all Aggrieved Employees, permitting the presumption that Employees and all Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers further failed and continue to fail to comply with Labor Code section 246, by failing to provide Employees and all Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Employers unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Employers' failure to properly institute a paid sick leave program.

On information and belief, Employees allege that all of these practices were experienced and continue to be experienced by other Aggrieved Employees. Employees request all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employees and other Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Employees request all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers violated Labor Code section 248.2 by not providing Aggrieved Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers violated and continue to violate Labor Code section 216 by failing to pay Employees and all Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay Employee and all Aggrieved Employees an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers failed to provide Aggrieved Employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, there were periods of time when Aggrieved Employees were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employees' and other Aggrieved Employees' work reasonably permitted the use of seats. However, Employers failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.³

² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers willfully and systematically denied Employees and other Aggrieved Employees of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers paid Employees and other Aggrieved Employees lower wages than those they were entitled to while purporting that Employees and all Aggrieved Employees were properly paid. As such, Employees and all Aggrieved Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination.

Based on information and belief, Employers had and continue to have a uniform policy and practice of failing to allow Aggrieved Employees and Exempt Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to Aggrieved Employees and/or Exempt Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and believe, Employers had and have a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they

obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved Employees and Exempt Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employees to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

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By requiring Aggrieved Employees and Exempt Aggrieved Employees agree in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers asked Aggrieved Employees, and Exempt Aggrieved Employees about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked Aggrieved Employees and Exempt Aggrieved Employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers violated Labor Code section 432.5 by requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

Upon information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, Employers required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5. As such, Employees, Aggrieved Employees and Exempt Aggrieved Employees continue to be subject to various unlawful provisions as a condition of employment.

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Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer.

As such, Employees are informed and believe that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employees are informed and believe that these policies and/or practices prevent Employees and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers had and have a policy or practice of failing to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employees are informed and believe, and based thereon allege that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employees and/or other Aggrieved Employees; failing to provide adequate protection equipment to Employees and/or other Aggrieved Employees; and failing to provide adequate distance in working conditions between Employees and/or other Aggrieved Employees.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employees allege that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal to pay wages due and payable and/or denial of the validity of any claim to wages due;
13. Labor Code § 223 for secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure to timely provide temporary workers with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially all Aggrieved Employees, Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

LWDA

Amended Notice of Labor Code Violations and PAGA

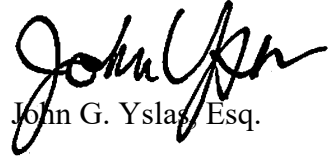
July 23, 2024

Page 17 of 17

Employees have placed Employers on notice by mailing a certified copy of this correspondence, 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.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", written over the printed name.

John G. Yslas, Esq.

EXHIBIT 5

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Attorneys for Defendant
DOLLAR TREE DISTRIBUTION, INC.

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

COMPLEX LITIGATION

SHANE GREENE, ALEX FERNANDEZ,
DAVID STANLEY, EDDIE RUSTRIAN,
JENNY LINARES, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

DOLLAR TREE DISTRIBUTION, INC., a
Virginia corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO. CIVSB2420954

[Assigned for all purposes to:
Hon. Nicole Quintara Winter, Dept. S29]

**STIPULATION OF SETTLEMENT
AND RELEASE**

Complaint filed: June 26, 2024
Trial Date: None Set

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IT IS HEREBY STIPULATED, by and among Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, Jenny Linares, and Ariana Jacobo on behalf of themselves, the Settlement Class Members, and other similarly situated aggrieved employees (collectively “Plaintiffs”) on the one hand, and Defendant Dollar Tree Distribution, Inc. (“Dollar Tree” or “Defendant”), on the other hand, and subject to the approval of the Court, that the below-described captioned Action is hereby compromised and settled pursuant to the terms and conditions set forth herein (the “Stipulation” or “Agreement”).

1. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth below:

1.1 “Action” means the litigation entitled: *Shane Greene vs. Dollar Tree Distribution, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2420954, as amended through the Consolidated Class and Representative Action Complaint (“Consolidated Complaint”).

1.2 “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided in a Microsoft Excel spreadsheet and shall include: (i) each Class Member’s full name; (ii) last known address; (iii) last known home telephone number; (iv) Social Security number; (v) the total number of compensable weeks worked by each Class Member during the Class Period; (vi) the total number of compensable weeks worked by each PAGA Associate during the PAGA Period. Because Social Security numbers are included in the Class Information, Class Information must be maintained in confidence by the Settlement Administrator; access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement. Plaintiffs’ Counsel shall not have access to or receive the Class Information.

1.3 “Class Period” means the period from February 27, 2020 through the date of the Preliminary Court Approval.

1.4 “Complaint” means the Consolidated Complaint.

1.5 “Court” means the San Bernardino County Superior Court where the Action is

1 pending.

2 1.6 “Covered Class Members’ Released Claims” means any and all federal and
3 California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of
4 every nature and description, whether known or unknown, including, without limitation,
5 statutory, constitutional, contractual, and/or common law claims for wages, reimbursements,
6 damages, unpaid costs, statutory penalties, liquidated damages, punitive damages, interest,
7 attorneys’ fees, litigation costs, restitution, or equitable relief, arising from or related to any and
8 all claims that were asserted or could have been asserted based upon the facts alleged in the
9 Complaint. The claims released by the Covered Class Members shall include, without limitation,
10 known and unknown claims relating to any alleged failure to pay for all hours worked, failure to
11 pay at the regular rate of pay, failure to pay overtime, failure to provide compliant meal and rest
12 breaks, failure to reimburse business expenses, failure to pay timely wages (during employment
13 and at termination), failure to maintain accurate records, failure to furnish accurate and itemized
14 wage statements, failure to provide reasonable comfort by maintaining the temperature, failure to
15 pay sick leave, failure to provide employees with notice of quotas and/or quotas prevented
16 employees from taking meal periods, rest periods, and/or the use of bathroom facilities, unfair
17 competition and business practices, and any statutory penalty claims that were or could have been
18 asserted in the Complaint under any federal, state, or local statutes, codes, or ordinances
19 (including, any applicable Industrial Welfare Commission Wage Order; California Labor Code
20 sections 117, 200-204, 206, 210, 216, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256,
21 432, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
22 1198.5, 2100 *et seq.*, 2802, 2810.5, California Business and Professions Code sections 17200 *et*
23 *seq.*, and any federal counterparts).

24 1.7 “Covered Class Members” are Settlement Class Members who do not opt-out of
25 the Settlement, as provided for in Paragraph 3.8.

26 1.8 “Defendant’s Share of Payroll Taxes” means the amount that Defendant shall have
27 to pay on the wages paid as part of the Individual Settlement Payments, which shall be paid in
28 addition to and separate from the Maximum Settlement Amount.

1 1.9 “Defendant” means Dollar Tree Distribution, Inc.

2 1.10 “Defense Counsel” or “Counsel for Defendant” means Ryan Derry and Emily
3 Stover of Paul Hastings LLP, at 101 California Street, 48th Floor, San Francisco, California
4 94111.

5 1.11 “Effective Date” is the date this Agreement shall be effective upon the earliest
6 date, following entry of an order by the Court approving the Settlement, upon which one of the
7 following has occurred: (i) expiration of all potential appeal periods without a filing of a notice
8 of appeal of the order; (ii) final affirmance of the order by an appellate court as a result of any
9 appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review,
10 rehearing, *certiorari*, etc.) such that the order is no longer subject to further judicial review. The
11 Effective Date shall only apply if the Court has approved the Settlement.

12 1.12 “Final Approval Hearing” means the hearing held on the motion for final approval
13 of the Settlement.

14 1.13 “Final Judgment” means the Court’s entry of an order of judgment in the Action
15 following the Court’s final approval of the Settlement.

16 1.14 “General Release Payment” means the service payment to named Plaintiffs Shane
17 Greene, Alex Fernandez, Eddie Rustrian, Jenny Linares, and Ariana Jacobo, from the Maximum
18 Settlement Amount in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each,
19 and the service payment to named Plaintiff David Stanley, from the Maximum Settlement
20 Amount in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), in exchange for
21 each of the named Plaintiffs entering into a general release agreement, as described below. The
22 General Release Payment shall be in addition to whatever payments to which a named Plaintiff is
23 otherwise entitled as a Settlement Class Member, PAGA Associate, or both. Each named
24 Plaintiff will be issued an IRS Form 1099, and its state and local equivalents, for any General
25 Release Payment.

26 1.15 “Greene PAGA Action” means: *Greene v. Dollar Tree Distribution, Inc.*,
27 Alameda County Superior Court, Case No. 24CV099865.

28 1.16 “Greene Putative Class Action” means: *Dollar Tree Distribution, Inc.*, San

Bernardino County Superior Court, Case No. CIVSB2420954, as pled prior to the entry of the Consolidated Complaint.

1.17 “Individual PAGA Payment” means the amount payable from the Net Settlement Amount to each PAGA Associate. The Individual PAGA Payment shall be calculated pursuant to Paragraphs 3.11.2 and 3.11.3 herein.

1.18 “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Covered Class Member who does not opt out. The Individual Settlement Payment shall be calculated pursuant to Paragraph 3.12 herein.

1.19 “*Jacobo*” means: *Jacobo v. Dollar Tree Distribution, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-2389.

1.20 “Maximum Settlement Amount” means the total sum of no more than One Million Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$1,825,000.00) (the “Maximum Settlement Amount”), unless the Escalator Payment clause in paragraph 3.5 is triggered. If the Escalator Payment clause is triggered, the Maximum Settlement Amount shall be \$1,825,000 plus the Escalator Payment amount. The Maximum Settlement Amount is inclusive of the Plaintiffs’ Counsels’ Award; Plaintiffs Counsel’s Costs; all General Release Payments; all Individual Settlement Payments to all Covered Class Members; all Individual PAGA Payments to all PAGA Associates; the PAGA LWDA Payment; and the Settlement Administration Costs.

1.21 “Net Settlement Amount” is the amount from the Maximum Settlement Amount that is available for distribution as Individual Settlement Payments to Covered Class Members after deductions for (a) Plaintiffs’ Counsels’ Award (b) Plaintiffs’ Counsels’ Costs; (c) all Individual PAGA Payments to all PAGA Associates; (d) the LWDA Payment; (e) all General Release Payments to Plaintiffs; and (f) and the Settlement Administration Costs.

1.22 “Notice of Settlement” means the Notice of the Putative Class Action and PAGA Settlement, substantially in the form attached hereto as **Exhibit A**.

1.23 “Notice Packet” means the Notice of Class Action Settlement and Request for Exclusion, substantially in the form attached hereto as **Exhibits A and B**.

1.24 “PAGA Allocation” means Fifty Thousand Dollars and Zero Cents (\$50,000.00).

1 The PAGA Allocation will be allocated from the Maximum Settlement Amount for the
2 compromise of claims brought under the California Private Attorneys General Act, California
3 Labor Code sections 2698 *et seq.* (“PAGA”). Seventy-five percent (75%) of the PAGA
4 Allocation, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), shall
5 be paid to the California Labor and Workforce Development Agency (“LWDA”) (“PAGA
6 LWDA Payment”). The remaining twenty-five percent (25%) of the PAGA Allocation will be
7 distributed to PAGA Associates as Individual PAGA Payments pursuant to Paragraphs 3.11.2 and
8 3.11.4.

9 1.25 “PAGA Associates’ Released Claims“ means any and all individual and
10 representative claims that could have been assessed upon and collected from the Released Parties
11 under the California Private Attorneys General Act, California Labor Code sections 2698 *et seq.*
12 (“PAGA”), including any and all claims for unpaid wages of whatever kind or nature recoverable
13 under PAGA, whether known or unknown, arising during the PAGA Period based on the facts
14 alleged in the Complaint including but not limited to failure to pay for all hours worked, failure to
15 pay at the regular rate of pay, failure to pay overtime, failure to provide compliant meal and rest
16 breaks, failure to reimburse business expenses, failure to pay timely wages (during employment
17 and at termination), failure to maintain accurate records, failure to furnish accurate and itemized
18 wage statements, failure to provide reasonable comfort by maintaining the temperature, failure to
19 pay sick leave, failure to provide employees with notice of quotas and/or quotas prevented
20 employees from taking meal periods, rest periods, and/or the use of bathroom facilities, which
21 were or could have been asserted in the Complaint under any federal, state, or local statutes,
22 codes, or ordinances including, any applicable Industrial Welfare Commission Wage Order,
23 California Labor Code sections 117, 200-204, 206, 210, 216, 218.5, 218.6, 226, 226.2, 226.3,
24 226.7, 226.8, 227.3, 256, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2,
25 1197, 1197.1, 1198, 1198.5, 1198, 2100 *et seq.*, 2802, 2810.5, Cal. Code Regs., tit. 8, § 3203, and
26 any federal counterparts. Therefore, as of the date the Settlement becomes Effective, all PAGA
27 Associates, and the State of California release the Released Parties from the Released PAGA
28 Claims for the PAGA Period.

1.26 “PAGA Associates” means all individuals employed by Defendant in California as non-exempt employees at any time during the PAGA Period.

1.27 “PAGA Period” means the period from December 15, 2022 through the date of the Preliminary Court Approval of the Settlement.

1.28 “Parties” means the Plaintiffs and Defendant, and “Party” shall mean either the Plaintiffs or Defendant individually.

1.29 “Plaintiffs’ Counsel” means John G. Yslas and William M. Pao of Wilshire Law Firm, P.C, 660 South Figueroa Street, Sky Lobby, Los Angeles, California 90017, and William C. Sung and Tiffany L. Luu of Justice for Workers, P.C., 3600 Wilshire Boulevard, Suite 1815, Los Angeles, California 90010.

1.30 “Plaintiffs’ Counsels’ Award” means attorneys’ fees for Plaintiffs Counsel’s litigation and resolution of the Action.

1.31 “Plaintiffs’ Counsels’ Costs” means expenses and costs incurred by Plaintiffs’ Counsel for Plaintiffs’ Counsels’ litigation and resolution of the Action.

1.32 “Plaintiffs” mean Alex Fernandez, Shane Greene, Ariana Jacobo, Jenny Linares, Eddie Rustrian, and David Stanley.

1.33 “Preliminary Approval Order” means the Proposed Order (substantially in the form attached hereto as **Exhibit C**).

1.34 “Preliminary Approval” or “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order of this Settlement.

1.35 “Released Parties” means Defendant and all of its respective current and former parents, subsidiaries, predecessors and successors, co-employers, and affiliated entities, and each of its respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives, including, without limitation, Dollar Tree Stores, Inc., and Dollar Tree, Inc.

1.36 “Request for Exclusion” means the Request for Exclusion form, substantially in the form attached hereto as **Exhibit B**.

1.37 “Response Deadline” means the date forty-five (45) days after the Settlement

1 Administrator first mails Notice Packets to Settlement Class Members, consistent with
2 Paragraph 3.6.3. Unless a Notice Packet is returned to the Settlement Administrator and re-
3 mailed, consistent with Paragraph 3.6.4, the Response Deadline shall be the last date on which
4 Settlement Class Members may (a) postmark Requests for Exclusion, or (b) serve Objections to
5 the Settlement. If a Notice Packet is returned to the Settlement Administrator and re-mailed, an
6 adjusted deadline to postmark a Request for Exclusion or serve Objections to the Settlement may
7 apply, consistent with Paragraphs 3.8 and 3.9.

8 1.38 “Settlement Account” means the bank account established pursuant to the terms of
9 this Agreement from which all monies payable under the terms of this Settlement shall be paid, as
10 set forth herein.

11 1.39 “Settlement Administration Costs” means the amount to be paid to the Settlement
12 Administrator from the Maximum Settlement Amount for the administration of the Settlement.
13 The amount is estimated to be Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In
14 no event shall Defendant be responsible for any additional costs for the Settlement Administrator
15 beyond any amount approved by the Court to be paid from the Maximum Settlement Amount.

16 1.40 “Settlement Administrator” means Phoenix Class Action Administration
17 Solutions.

18 1.41 “Settlement Class Members,” or “Settlement Class” are all those individuals who
19 were employed by Defendant in California as non-exempt employees at any time from
20 February 27, 2020 and the date the Court preliminarily approves this Settlement.

21 1.42 “Settlement” means the disposition of the Action, pursuant to this Agreement.

22 **2. RECITALS**

23 2.1 Procedural History. Since February 2024, Plaintiffs have filed three different
24 wage-and-hour cases, with overlapping claims, against Dollar Tree in California (collectively “the
25 Actions”).

26 2.1.1 The Settlement resolves disputes across the Actions:

27 (i) *Greene v. Dollar Tree Distribution, Inc.*, San Bernardino County
28 Superior Court, Case No. CIVSB2420954 (the “Greene Putative Class Action”): On June 26,

2024, Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, and Jenny Linares filed the Green Putative Class Action in San Bernardino County Superior Court.

(ii) *Greene v. Dollar Tree Distribution, Inc.*, Alameda County Superior Court, Case No. 24CV099865 (The Greene PAGA Action): On November 15, 2024, Shane Greene, Jenny Linares, Alex Fernandez, David Stanley, and Eddie Rustrian also filed a lawsuit in Alameda County Superior Court seeking civil penalties under PAGA.

(iii) *Jacobo v. Dollar Tree Distribution, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-2389 (*Jacobo*): On February 27, 2024, Arianna Jacobo filed a putative class action and sent a PAGA exhaustion letter to the LWDA.

2.1.2 Consolidated Complaint. For the purposes of this Settlement only, the Parties stipulated to the Complaint, which joins the Greene Putative Class Action, the Greene PAGA Action, and the *Jacobo* into this Action. The Consolidated Complaint includes: (i) all material facts and causes of action as pleaded in the Greene Putative Class Action as of the date of this Agreement; (ii) all material facts and causes of action pleaded in the Greene PAGA Action as of the date of this Agreement; and (iii) all material facts and causes of action pleaded in *Jacobo* as of the date of this Agreement. The Consolidated Complaint shall be treated as having been filed on February 27, 2024 as to the Covered Class Members' Released Claims. All causes of action seeking civil penalties under PAGA in the Consolidated Complaint shall relate back to December 15, 2022, and Defendant agrees, for purposes of this Settlement only, not to challenge the asserted limitations period starting December 15, 2022, for any claim under PAGA.

2.1.3 Stay And Dismissal of The Actions. Other than the Greene Putative Class Action as amended by the Consolidated Complaint, Plaintiffs agree to work with Defendant to maintain the current stay in each of the other Actions, throughout the pendency of the approval of this Settlement. The Parties agree to request that Defendant's appeal in the Greene Putative Class Action shall remain stayed during the pendency of the approval of this Action. Should this matter not be approved and the Plaintiffs' claims not released, the stays shall be lifted and the Actions return to the same posture that they presently are in. Within seven (7) days of the Effective Date of this Settlement, Plaintiffs agree to cause the dismissal with prejudice of the Greene PAGA

1 Action, *Jacobo*, and any other pending complaint, charge, action, arbitration, review,
2 investigation, or proceeding asserting any claim released brought by any of the Plaintiffs. Until
3 that withdrawal or dismissal is accepted or ordered, none of the Plaintiffs will be entitled to
4 receive any General Release Payment under this Agreement.

5 2.2 Class Certification. For settlement purposes only, Defendant will stipulate to the
6 certification of a class consisting of all Settlement Class Members, as defined herein. For
7 settlement purposes only, in agreeing to this Agreement, the Parties agree that Defendant has not
8 waived any right to enforce any agreements to arbitrate (including its class action waiver) as to
9 any Settlement Class Members with agreements to arbitrate in the future or, should the Court not
10 grant final approval, as to the claims that are the subject of this Settlement. The Parties agree that
11 certification for settlement purposes under the lenient standard applied to settlements is in no way
12 an admission that class certification is proper under the more stringent standard applied for
13 litigation purposes, is not a waiver of the mutual binding arbitration agreements between any
14 Class Member and Defendant, and that evidence of this limited stipulation for settlement
15 purposes only will not be deemed admissible in this or any other proceeding.

16 2.3 Total Settlement Payment. Under the terms of this Settlement, the maximum
17 amount payable by Defendant shall not exceed the Maximum Settlement Amount and
18 Defendant's Share of Payroll Taxes.

19 **3. TERMS OF AGREEMENT**

20 The parties agree as follows:

21 3.1 Release As To All Covered Class Members. As of the Effective Date, all Covered
22 Class Members, including the Plaintiffs, who do not opt out of the Settlement, release the
23 Released Parties from the Covered Class Members' Released Claims for the Class Period.

24 3.2 Release As To All PAGA Associates. As of the Effective Date, all PAGA
25 Associates release the Released Parties from the PAGA Associates Released Claims between
26 December 15, 2022 and the date the Court approves this Settlement.

27 3.3 Tax Liability. The Parties make no representations as to the tax treatment or legal
28 effect of the payments called for hereunder, and Settlement Class Members are not relying on any

statement or representation by the Defendant in this regard. The Parties recognize that the settlement amounts to be paid to the Covered Class Members are for wages, interest, and penalties. The Parties agree that, as to the Individual Settlement Payments: Eighty percent (80%) of each Covered Class Members' Individual Settlement Payment shall be reported as wages on IRS Form W-2 and its state and local equivalents, and twenty percent (20%) will be allocated to penalties on IRS Form 1099 and its state and local equivalents. Each Covered Class Member's Individual Settlement Payment prior to legal deductions will be reduced by the amount of any required payroll-related deductions. The Settlement Administrator shall calculate Defendant's Share of Payroll Taxes, which Defendant shall deposit in the Settlement Account in accordance with Paragraph 3.11. The Parties agree that the Individual PAGA Payments are for settlement of claims for civil penalties under PAGA and will be reported on IRS Form 1099 and its state and local equivalents.

3.4 Settlement Approval And Implementation Procedures. As part of this Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of the Settlement, certifying a Settlement Class, notifying Settlement Class Members of the Settlement, obtaining the Court's final approval of the Settlement, and processing the Individual Settlement Payments and PAGA Payments.

3.5 Escalator / Adjusted End Date. In advance of mediation, Dollar Tree represented that there were 88,110 pay periods (which equals 176,220 work weeks) between June 26, 2020 and October 31, 2025. If the total number of pay periods ends up greater than 222,491 work weeks for the "Covered Time Frame", the Parties agree that Dollar Tree shall, at its sole choice either: (i) increase the Maximum Settlement Amount proportionally by the number of workweeks worked in excess of 222,491 work weeks (*i.e.*, if there were 244,740 work weeks during the Covered Time Frame, the Maximum Settlement Amount would increase by 10%) ("Escalator Payment"); or (ii) adjust the end-date for the Covered Time Frame for all Settlement Class Members at the pay date that encompasses 222,491 work weeks (*i.e.*, a date earlier than preliminary approval). If the Escalator Payment clause is triggered, the Parties agree that the portion of the Maximum Settlement Amount allocated to attorneys' fees will increase

1 proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the
2 Maximum Settlement Amount after the upward adjustment required by this provision is
3 implemented.

4 3.6 Preliminary Approval And Certification. As soon as practicable after this
5 Agreement is executed, the Parties will jointly submit this Agreement to the Court for its
6 preliminary approval. Such submission will include this Agreement, the proposed Notice Packet,
7 attached hereto as **Exhibits A and B**, the [Proposed] Preliminary Approval Order, attached hereto
8 as **Exhibit C**, the [Proposed] Judgment and Order Approving Class Action Settlement, attached
9 hereto as **Exhibit D**, and any motions, memoranda and evidence as may be necessary for the
10 Court to determine that this Agreement is fair, adequate, and reasonable. The Parties agree to
11 request the Court to enter an order approving the certification of a provisional Settlement Class
12 after the preliminary approval hearing in accordance with California Rules of Court, Rule 3.769.

13 3.6.1 Stay And Dismissal Of Other Actions. Upon the execution of this
14 Agreement, the Parties shall effectuate the stay and dismissal of the Actions as provided in
15 Paragraph 2.1.3.

16 3.6.2 Class Information. No more than thirty (30) calendar days after the entry
17 of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with
18 the Class Information for purposes of mailing Notice Packets to Settlement Class Members.

19 3.6.3 Notice By First Class U.S. Mail. Upon receipt of the Class Information,
20 the Settlement Administrator will perform a search on the National Change of Address database
21 to update the Settlement Class Members' addresses. No more than fourteen (14) calendar days
22 after receiving the Class Information from Defendant as provided herein, the Settlement
23 Administrator shall mail copies of the Notice Packet to all Settlement Class Members by regular
24 First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine
25 the current mailing address for each Class Member. The address identified by the Settlement
26 Administrator as the current mailing address shall be presumed to be the best mailing address for
27 each Class Member. It will be conclusively presumed that if an envelope so mailed has not been
28 returned within twenty-five (25) days of the mailing, the Class Member received the Notice

1 Package.

2 3.6.4 Undeliverable Notices. Any Notice Packets returned to the Settlement
3 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
4 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
5 Administrator shall make reasonable efforts to obtain an updated mailing address within
6 five (5) business days of the date of the return of the Notice Packet. If an updated mailing
7 address is identified, the Settlement Administrator shall resend the Notice Packet to the Class
8 Member. Settlement Class Members to whom Notice Packets are resent after having been
9 returned undeliverable to the Settlement Administrator shall have fourteen (14) calendar days
10 thereafter or until the Response Deadline has expired, whichever is later, to mail the Request for
11 Exclusion, or to serve a Notice of Objection. Notice Packets that are re-mailed shall inform the
12 recipient of this adjusted deadline. The date of the postmark on the return envelope on the
13 Request for Exclusion shall be the exclusive means used to determine whether a Class Member
14 has timely returned his/her Request for Exclusion on or before the adjusted deadline. It will be
15 conclusively presumed that if an envelope so mailed has not been returned within twenty-five
16 (25) days of the mailing, the Class Member received the Notice Package. If a Class Member's
17 Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, an
18 additional Notice Packet shall not be re-mailed.

19 3.6.5 Due And Sufficient Notice. Compliance with the procedures specified in
20 Paragraphs 3.6.2 through 3.6.4 shall constitute due and sufficient notice to Settlement Class
21 Members of this Settlement and shall satisfy the requirement of due process. Nothing else shall
22 be required of, or done by, the Parties, Plaintiff's Counsel, and Defense Counsel to provide notice
23 of the proposed settlement.

24 3.7 Disputes. To the extent any PAGA Associate and/or Covered Class Member
25 disputes any aspect of his or her Individual PAGA Payment and/or Individual Settlement
26 Payment, that PAGA Associate and/or Covered Class Member must produce supporting evidence
27 to the Settlement Administrator. Defendant's records will be presumed determinative.

28 3.8 Exclusions (Opt-Outs). This is a checks-mailed settlement. Each Class Member

1 may opt out of the Settlement with respect to the Individual Settlement Payment and Release in
2 Paragraph 3.19. Settlement Class Members will have forty-five (45) days from the date of
3 mailing to opt out. The timeliness of submitted opt out forms will be determined based on valid
4 postmarks. If a Class Member opts out of the Settlement, he or she will not receive an Individual
5 Settlement Payment and will not be bound by the release in Paragraphs 3.1 and 3.16. Through
6 this opt-out process, Defendant will make payments of a specified sum calculated according to
7 the criteria set forth in Paragraphs 3.11.7 and 3.12 to all Covered Class Members. PAGA
8 Associates may not opt out of the Individual PAGA Payment. PAGA Associates will be bound
9 by the release in Paragraphs 3.2 and 3.14, as of the Effective Date of this Settlement, regardless of
10 whether they opt-out of the Individual Settlement Payment and Release in Paragraphs 3.1
11 and 3.16.

12 3.9 Objections. The Notice Packet shall state that Settlement Class Members who
13 wish to object to the Settlement must submit a written statement of objection (“Notice of
14 Objection”) by the Response Deadline, and may do so by mailing a Notice of Objection to the
15 Settlement Administrator. The date of postmark shall be deemed the exclusive means for
16 determining that a Notice of Objection was timely submitted. The Notice of Objection must be
17 signed by the Settlement Class Member and state: (1) the full name of the Class Member; (2) the
18 dates of employment of the Class Member; (3) the last four digits of the Settlement Class
19 Members’ Social Security number and/or the Employee ID number; (4) the basis for the
20 objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval
21 Hearing. Plaintiffs’ Counsel shall not represent any Settlement Class Members with respect to
22 any such objections. The Settlement Administrator shall, within five calendar (5) days of
23 receiving an objection, provide the Parties with copies of the Notices of Objection. The
24 Settlement Administrator will lodge all objections that it receives with the Court by attaching
25 them to its declaration to be filed with the Court in support of the motion for final approval of the
26 Settlement.

27 3.10 No Solicitation Of Settlement Objections Or Exclusions. The Parties and their
28 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall

1 any of the Parties or their counsel solicit or otherwise encourage Settlement Class Members to
2 submit either written objections to the Settlement or Requests for Exclusion from the Settlement,
3 or to appeal from the Court's Final Judgment.

4 3.11 Allocation Of Settlement. Within fifteen (15) business days following the
5 Effective Date of the Settlement, Defendants are required to pay, as specified in this Agreement
6 and subject to Court approval, the Maximum Settlement Amount. The Settlement Administrator
7 shall deposit the Maximum Settlement Amount in the Settlement Account. No distributions from
8 the Maximum Settlement Amount shall occur until authorization in writing or via email is
9 provided to the Settlement Administrator by Plaintiffs' Counsel and Defense Counsel.

10 3.11.1 No more than two (2) business days after the Settlement is fully funded, the
11 Settlement Administrator will provide the Parties with an accounting of all anticipated payments
12 and awards from the Maximum Settlement Amount. The Net Settlement Amount shall be
13 calculated by deducting from the Maximum Settlement Amount, payments for (1) Plaintiffs'
14 Counsel's Award; (2) Plaintiffs' Counsel's Costs; (3) all Individual PAGA Payments to all
15 PAGA Associates; (4) the PAGA LWDA Payment; (5) the General Release Payments; and
16 (6) the Settlement Administration Costs.

17 3.11.2 PAGA Allocation And Individual PAGA Payments. Subject to Court
18 approval, the Parties shall allocate a total of Fifty Thousand Dollars and Zero Cents (\$50,000.00)
19 from the Maximum Settlement Amount to the PAGA Allocation. Seventy-five percent (75%) of
20 the PAGA Allocation, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents
21 (\$37,500.00), shall be paid to the LWDA as the PAGA LWDA Payment, and twenty-five percent
22 (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be
23 distributed to PAGA Associates as Individual PAGA Payments. Individual PAGA Payments will
24 be distributed at the same time as Individual Settlement Payments to the Covered Class Members.

25 3.11.3 The Individual PAGA Payments shall be calculated as follows: "PAGA
26 Compensable Workweeks" shall be the total of all weeks worked as non-exempt employees by
27 PAGA Associates for Defendant in California during the PAGA Period. The dollars per
28 compensable workweek ("PAGA Workweek Value") will be calculated by dividing twenty-five

1 percent (25%) of the PAGA Allocation by the PAGA Compensable Workweeks. The PAGA
2 Workweek Value will be multiplied by the number of weeks each PAGA Associate worked for
3 Defendant in California as a non-exempt employee during the PAGA Period to determine the
4 distribution for each Individual PAGA Payment.

5 3.11.4 PAGA Associates cannot opt out of receipt of the Individual PAGA
6 Payment. All PAGA Associates will receive an Individual PAGA Payment and be bound by the
7 PAGA release set forth in Paragraphs 3.2 and 3.14, regardless of whether s/he opts out of the
8 Settlement, as described in Paragraph 3.8.

9 3.11.5 Defendant shall submit this Agreement to the LWDA via the LWDA's
10 electronic submission form, at the same time that the Agreement is submitted to this Court.
11 Defendant also shall submit Final Judgment, if entered, to the LWDA, as required by statute.

12 3.11.6 The PAGA LWDA Payment shall be paid to the State of California from
13 the Maximum Settlement Amount by the Settlement Administrator at the same time as Individual
14 Settlement Payments to the Covered Class Members.

15 3.11.7 Individual Settlement Payments. Individual Settlement Payments shall be
16 paid from the Net Settlement Amount pursuant to the formula set forth in Paragraph 3.12 below.
17 The Individual Settlement Payments of Covered Class Members shall be mailed by regular First
18 Class U.S. Mail to their last known mailing address. The Settlement Administrator shall mail all
19 Individual Settlement Payments within five (5) business days after the funding of the Settlement
20 is completed. Covered Class Members may only receive an Individual Settlement Payment if
21 they do not opt out of the Settlement by timely and validly submitting a Request for Exclusion.

22 3.12 Individual Settlement Payment Formula. The Individual Settlement Payments
23 shall be calculated as follows: "Compensable Workweeks" shall be the total of weeks worked as
24 non-exempt employees by Covered Class Members for Defendant in California during the Class
25 Period. The "Workweek Value" will be calculated by dividing the Net Settlement Amount by the
26 Compensable Workweeks. The Workweek Value will then be multiplied by the number of weeks
27 each Covered Class Member worked for Defendant in California as a non-exempt employee
28 during the Class Period to determine the distribution, prior to legal deductions, for each Covered

1 Class Member (“Individual Settlement Payment”). The Individual Settlement Payment will be
2 reduced by any required legal deductions for each Covered Class Member, including required tax
3 deductions as set forth in Paragraph 3.3.

4 3.13 Disposition Of Uncashed Checks. If a Covered Class Member and/or PAGA
5 Associate fails to cash his or her Individual Settlement Payment within 180 days after the date it
6 is mailed to him/her, the Settlement Administrator will send the uncashed amounts to the
7 California State Controller, with the identity of each of the Covered Class Members to whom the
8 funds belong, to be held for the individual per the California Unclaimed Property Law, and such
9 funds will remain the Covered Class Members’ property to the extent legally applicable.

10 3.14 Release Of PAGA Claims. Upon the approval by the Court of this Agreement,
11 Plaintiffs, all PAGA Associates, and the State of California shall be deemed to have fully, finally,
12 and forever released, relinquished, and discharged each and all of the Released Parties from the
13 PAGA Associates’ Released Claims.

14 3.15 General Release Of Plaintiffs’ Claims. Upon the approval by the Court of this
15 Agreement, in exchange for General Release Payments, and the other terms and conditions of the
16 Settlement, Plaintiffs agree to enter into standalone, confidential general releases, wherein they
17 will release, acquit, and forever discharge Released Parties, or any of them, from any and all
18 known and unknown claims. The general releases will waive the protection of California Civil
19 Code section 1542, which provides:

20 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
21 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
22 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
23 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
24 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
25 **DEBTOR OR RELEASED PARTY.**

26 Execution of standalone confidential general releases is a condition precedent to
27 Plaintiffs’ receipt of General Release Payments.

28 3.16 Covered Class Members’ Release Of Claims. Upon the approval by the Court of
this Agreement, Plaintiffs, and all Covered Class Members shall be deemed to have fully, finally,
and forever released, relinquished, and discharged each and all of the Released Parties from the

Covered Class Members' Released Claims. Each Settlement Check shall contain pre-printed language stating: "By cashing this check, I am affirmatively opting into the release of claims in *Greene v. Dollar Tree Distribution, Inc.*, Case No. CIVSB2420954, and releasing the Released Claims described in the Settlement Agreement."

3.17 Plaintiff's Counsel Award And Costs. Defendant agrees not to oppose or object to any application or motion by Plaintiffs' Counsel for attorneys' fees (Plaintiff's Counsel Award) in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount and will not oppose Plaintiff's Counsel's request for Plaintiff's Counsel Costs up to the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for reasonable litigation costs. Any Plaintiff's Counsel Award and Plaintiff's Counsel Costs will be paid from the Maximum Settlement Amount. Plaintiff's Counsel shall be paid Plaintiff's Counsel Award and Plaintiff's Counsel Costs, no later than ten (10) business days after the Settlement is fully funded. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff's Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Plaintiff's Counsel any particular amount in attorneys' fees and costs. Any amount requested by Plaintiff's Counsel for the Plaintiff's Counsel Award and Plaintiff's Counsel Costs and not granted by the Court shall return to the Net Settlement Amount and be distributed as provided in this Agreement.

3.18 Option To Terminate Settlement. The Settlement Administrator will provide a final report of the number of Settlement Class Members who opt out of the Settlement. If more than five-percent (5%) of the Settlement Class Members opt out according to the Settlement Administrator's final report and/or Settlement Class Members that account for ten-percent (10%) of the total Compensable Workweeks opt out, Defendant may rescind the Settlement within seven (7) business days of learning this information.

3.19 Settlement Administration. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not

1 have any financial interest in the Settlement Administrator or otherwise have a relationship with
2 the Settlement Administrator that could create a conflict of interest. The Settlement
3 Administrator shall keep the Parties timely apprised of the performance of all Settlement
4 Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other
5 tax documents required by administration of this Agreement shall be prepared by the Settlement
6 Administrator. Any expenses incurred in connection with such preparation shall be a cost of
7 administration of the Settlement. The Settlement Administrator shall be paid the Settlement
8 Administration Costs once it has completed all work required of it under the Settlement.

9 3.20 Final Approval Hearing. At a reasonable time following the Response Deadline,
10 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
11 Court shall determine amounts properly payable for (i) the Plaintiffs' Counsel's Award,
12 (ii) Plaintiffs' Counsel's Costs, (iii) the General Release Payments, (iv) Individual Settlement
13 Payments, (v) the PAGA Allocation, (vi) the Individual PAGA Payments; and (vii) the Settlement
14 Administration Costs.

15 3.21 Entry Of Final Judgment. If the Court approves this Settlement at the Final
16 Approval Hearing, the Parties shall request that the Court enter the Final Judgment, incorporating
17 the terms of the Settlement. After granting final approval of the Settlement, the Court shall retain
18 jurisdiction over the Parties to enforce the terms of the judgment.

19 3.22 No Effect On Employee Benefits. No benefits sponsored by Defendant, including
20 but not limited to 401(k) benefits, pensions, or retirement plans, shall increase or accrue as a
21 result of any payment made as a result of this Settlement.

22 3.23 Nullification Of Agreement. In the event (i) the Court does not enter the
23 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the
24 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein;
25 or (iv) the Settlement does not become final for any other reason, including if Defendant voids the
26 Settlement pursuant to Paragraph 3.18, the following shall occur:

27 3.23.1 The Parties and any funds to be awarded under this Settlement shall be
28 returned to their respective statuses as of the date and time immediately prior to the execution of

this Agreement;

3.23.2 Any fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

3.23.3 The status of the Actions will return to the status at the time immediately prior to the execution of this Agreement. Should, for whatever reason, the Settlement not become final, the CFAC shall be deemed stricken, null and void *ab initio*, with the complaints on file as of the date of this Agreement remaining the operative pleadings in each of the Actions, respectively.

3.24 Waiver Of Certain Appeals. The Parties agree to waive their rights to an appeal relating to the Settlement. However, the Plaintiffs and/or Plaintiffs' Counsel may appeal any reduction to an award of attorneys' fees.

3.25 Appeal Of Final Judgment. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

3.26 No Admission By The Parties. Defendant denies any and all claims alleged in these Actions and denies all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

3.27 Exhibits And Headings. The terms of this Agreement include the terms set forth in any attached **Exhibits A** through **D**, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

3.28 Amendment Or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

3.29 Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its

1 Exhibits.

2 3.30 Authorization To Enter Into Agreement. The Parties warrant and represent that
3 their respective counsel are expressly authorized by the Parties whom they represent to negotiate
4 this Agreement and to take all appropriate actions required or permitted to be taken by such
5 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
6 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate
7 with each other and use their best efforts to effect the implementation of the Settlement. In the
8 event the Parties are unable to reach agreement on the form or content of any document needed to
9 implement the Settlement, or on any supplemental provisions that may become necessary to
10 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or
11 mediator Katherine Edwards, Esq., to resolve such disagreement. The persons signing this
12 Agreement on behalf of Defendant represent and warrant that they are authorized to sign this
13 Agreement on behalf of Defendant. Plaintiff's Counsel represents and warrants that they are
14 authorized to sign this Agreement and that they do not represent anyone in connection with a
15 potential claim against Released Parties.

16 3.31 Binding On Successors And Assigns. This Agreement shall be binding upon, and
17 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined. The
18 Parties intend that this Settlement shall be fully enforceable and binding upon all Parties, and that
19 it shall be admissible and subject to disclosure in any proceeding to enforce its terms,
20 notwithstanding the mediation confidentiality provisions that otherwise might apply under federal
21 or state law.

22 3.32 California Law Governs. All terms of this Agreement and the Exhibits hereto
23 shall be governed by and interpreted according to the laws of the State of California.

24 3.33 This Settlement Is Fair, Adequate, And Reasonable. The Parties agree that this
25 Settlement is fair, adequate, and reasonable, and will so represent to the Court.

26 3.34 Jurisdiction Of The Court. The Parties agree that the Court shall retain jurisdiction
27 with respect to the interpretation, implementation, and enforcement of the terms of this
28 Agreement and all orders and judgments entered in connection therewith, and the Parties and their

1 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,
2 and enforcing the settlement embodied in this Agreement and all orders and judgments entered in
3 connection therewith.

4 3.35 Invalidity Of Any Provision. Before declaring any provision of this Agreement
5 invalid, the Court shall first attempt to construe the provisions to be valid to the fullest extent
6 possible consistent with applicable precedents so as to define all provisions of this Agreement so
7 they are valid and enforceable.

8 3.36 Cooperation. The Parties will work together expeditiously to obtain preliminary
9 and final approval of this Settlement.

10 3.37 Confidentiality. The Plaintiffs and Plaintiffs' Counsel agree that they will not
11 issue any press releases, initiate any contact with the press, respond to any press inquiry, post on
12 any internet websites, have any communication with the press, or otherwise publicize the fact,
13 amount or terms of the Settlement. If Plaintiffs' Counsel is contacted by a Settlement Class
14 Member, Plaintiffs' Counsel may respond that a Settlement has been reached and that the details
15 will be communicated in a forthcoming Court-approved notice. If a Plaintiff is contacted by a
16 Settlement Class Member, the Plaintiff may respond only that the Settlement Class Member
17 should contact Plaintiffs' Counsel. If a Plaintiff or Plaintiffs' Counsel violates this paragraph,
18 before the Parties have filed the papers seeking preliminary approval of the Settlement, Dollar
19 Tree Distribution may rescind the Settlement, rendering it null and void.

20 3.38 Notices. Unless otherwise specifically provided, all notices, demands, or other
21 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
22 the third business day after mailing; and (3) sent via U.S. registered or certified mail, return
23 receipt requested, addressed as follows:

To Plaintiffs:

WILSHIRE LAW FIRM
John G. Yslas
William M. Pao
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

JUSTICE FOR WORKERS, P.C.
William C. Sung
Tiffany L. Luu
3600 Wilshire Boulevard, Suite 1815
Los Angeles, California 90010
Telephone: (323) 922-200
Facsimile: (323) 922-2000

To Defendant:

PAUL HASTINGS LLP
Ryan D. Derry
Emily J. Stover
101 California Street, 48th Floor
Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100

3.39 Execution By Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class Member executed this Agreement.

3.40 Execution By Plaintiffs. The Plaintiffs, by signing this Agreement, are bound by the terms herein.

3.41 No Prejudice Against Drafter. The Parties hereto agree that the terms and conditions of this Agreement of Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Agreement.

3.42 Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Plaintiffs, Plaintiff's Counsel, Defendant, and Defense Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

1 DATED: 7/29/2026, 2026

Signed by:
By: Sara Rafal
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2
3
4 DATED: July 24, 2026

Signed by:
By: Shane Greene
SHANE GREENE
Plaintiff

5
6
7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

8
9 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

10
11
12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13
14 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

15
16
17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18
19 APPROVED:

20
21 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

22
23 By: William M. Paol
WILLAM M. PAO

24 Counsel for Plaintiffs
25 SHANE GREENE, ALEX FERNANDEZ,
26 DAVID STANLEY, EDDIE RUSTRIAN,
27 AND JENNY LINARES
28

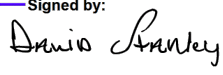
1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2
3
4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

5
6
7 DATED: July 21, 2026

Signed by:
By: 
207AE336AE98433
DAVID STANLEY
Plaintiff

8
9 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

10
11
12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13
14 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

15
16
17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18
19 APPROVED:

20
21 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

22
23 By: 
WILLAM M. PAO

24 Counsel for Plaintiffs
25 SHANE GREENE, ALEX FERNANDEZ,
26 DAVID STANLEY, EDDIE RUSTRIAN,
27 AND JENNY LINARES
28

1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

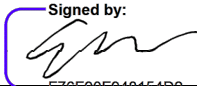
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3
4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

5
6
7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

8
9 DATED: July 20, 2026

By:  _____
Signed by:
EDDIE RUSTRIAN
Plaintiff

10
11
12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13
14
15 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

16
17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18
19
20 APPROVED:

21 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

22
23 By:  _____
WILLAM M. PAO

24 Counsel for Plaintiffs
25 SHANE GREENE, ALEX FERNANDEZ,
26 DAVID STANLEY, EDDIE RUSTRIAN,
27 AND JENNY LINARES
28

1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2

3

4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

5

6

7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

8

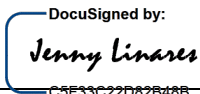
9

10 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

11

12 DATED: July 20, 2026

By: 
JENNY LINARES
Plaintiff

13

14

15 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

16

17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18

19

20 APPROVED:

21 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

22

23

By: 
WILLAM M. PAO

24

25

26

27

28

Counsel for Plaintiffs
SHANE GREENE, ALEX FERNANDEZ,
DAVID STANLEY, EDDIE RUSTRIAN,
AND JENNY LINARES

1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2
3
4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

5
6
7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

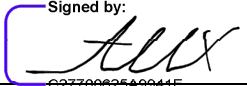
8
9
10 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

11
12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13
14
15 DATED: July 21, 2026

Signed by:
By:  _____
ALEX FERNANDEZ
Plaintiff

16
17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18
19
20 APPROVED:

21 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

22
23 By:  _____
WILLIAM M. PAO

24 Counsel for Plaintiffs
25 SHANE GREENE, ALEX FERNANDEZ,
26 DAVID STANLEY, EDDIE RUSTRIAN,
27 AND JENNY LINARES
28

1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2
3
4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

5
6
7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

8
9 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

10
11
12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13
14 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

15
16
17 DATED: July 17, 2026

By:  _____
ARIANNA JACOBO
Plaintiff

18
19 APPROVED:

20
21 DATED: _____, 2026

WILSHIRE LAW FIRM, P.C.

22

By: _____
WILLAM M. PAO

23
24

Counsel for Plaintiffs
SHANE GREENE, ALEX FERNANDEZ,
DAVID STANLEY, EDDIE RUSTRIAN,
AND JENNY LINARES

25

26

27

28

1 DATED: DATED: July 17, 2026

JUSTICE FOR WORKERS, P.C.

2
3 By: 

4 WILLIAM C. SUNG

5 Attorneys for Plaintiff
6 ARIANNA JACOBO

7 DATED: DATED: July 30, 2026

PAUL HASTINGS LLP

8
9 By: 

RYAN D. DERRY

10 Attorneys for Defendant
11 DOLLAR TREE DISTRIBUTION, INC.

12 LEGAL_US_W # 185984141.7

EXHIBIT A

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**
2 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
3 **FOR THE COUNTY OF SAN BERNADINO**
 GREENE V. DOLLAR TREE STORES, INC.
 Case No. CIVSB242094

4 **A court authorized this Notice.**
5 **This is not a solicitation from a lawyer. This is not a legal action against you.**

6 **ATTENTION: IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF**
7 **DOLLAR TREE DISTRIBUTION, INC. WITHIN CALIFORNIA BETWEEN**
8 **FEBRUARY 27, 2020 AND [REDACTED], YOU ARE ENTITLED TO A SHARE OF A PROPOSED**
9 **CLASS ACTION SETTLEMENT.**

10 **TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.**

11 • A proposed class action settlement (“the Settlement”) has been reached between plaintiffs Shane
12 Greene, Alex Fernandez, David Stanley, Eddie Rustrian, Jenny Linares, and Ariana Jacobo
13 (“Plaintiffs”), on behalf of themselves and the below-defined Settlement Class (see the response
14 to Question 4, below), and Defendant Dollar Tree Stores, Inc. (“Dollar Tree”).

15 • The Settlement resolves a class action lawsuit that included claims that Dollar Tree failed to
16 comply with California wage and hour laws. The lawsuit sought back wages and statutory and
17 civil penalties under California’s Private Attorneys General Act (“PAGA”) to be paid for
18 individuals who were non-exempt employees between December 15, 2022 and [REDACTED]. **Dollar Tree**
19 **denies all liability to Settlement Class Members and PAGA Associates, and asserts that it**
20 **complied with California law at all times and have entered into the Settlement solely for**
21 **purposes of resolving this dispute.**

22 • The Settlement provides:

23 o For Individual Settlement Payments based on a calculation accounting for the
24 weeks you were a non-exempt employee of Dollar Tree in California between
25 February 27, 2020 and [REDACTED] (“Class Period”).

26 o For Individual PAGA Payments based on a calculation accounting for the weeks
27 you were a non-exempt employee of Dollar Tree in California between December 15,
28 2022 and [REDACTED], if applicable, and the payment of penalties to California’s Labor
 Workforce and Development Agency (“LWDA”) (“PAGA Period”).

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

DO NOTHING

If you were a non-exempt employee of Dollar Tree during both the Class Period and PAGA Period, subject to the Court's Final Approval of the terms of the Settlement, you will receive an Individual Settlement Payment and an Individual PAGA Payment at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator), in exchange for which you will give up your claims in this case within the scope of the release set forth below.

If you were a non-exempt employee of Dollar Tree during only the Class Period, you will receive an Individual Settlement Payment at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator), in exchange for which you will give up your claims in this case within the scope of the release set forth below.

EXCLUDE YOURSELF

If you submit a Request for Exclusion, which must be postmarked by **[+45 from mailing]**, you will not receive an Individual Settlement Payment and you will keep your right to pursue the released claims against Dollar Tree. However, you will receive an Individual PAGA Payment regardless; you cannot exclude yourself from that portion of the Settlement.

OBJECT

If you wish to object to the Settlement, you must submit a written objection, and supporting papers, to the Settlement Administrator that is postmarked no later than **[+45 from mailing]**.

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator or Plaintiffs' Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

Dollar Tree's records show that you are, or were, a non-exempt employee in California during the period from February 27, 2020 to [REDACTED] ("Class Period"). This notice explains the Action, the Settlement, and your legal rights. The lawsuit is known as *Shane Greene et. al. v. Dollar tree Distribution, Inc.*, and is pending in the Superior Court of California for the County of San Bernadino (the "Action"). Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, Jenny Linares, and Ariana Jacobo are called the "Plaintiffs," and the company they sued, Dollar Tree Stores, Inc., is called the "Defendant."

2. What is the Action about?

The Plaintiffs claimed that Dollar Tree failed to pay minimum and straight time wages that it owed to its employees, failed to pay overtime wages, failed to provide employees with proper meal, and rest periods, failed to timely pay its employees all wages due at termination, failed to indemnify employees for expenditures, failed to abide by proper workplace temperature requirements, failed to abide by quota requirements, failed to give its employees adequate itemized wage statements, and committed unfair business practices.

Dollar Tree denies that it engaged in any wrongful conduct or that it violated the law in any way. However, both Plaintiffs and Dollar Tree believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiff" sue on behalf of people who have similar alleged claims. All of these people are a "class" or "class members." The Court resolves the issues for all class members. Judge Nicole Quintana Winter issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is the Settlement Class?

"Settlement Class Members" or the "Settlement Class" means all persons who are or were non-exempt employees of Dollar Tree Distribution, Inc., in California at any time from February 27, 2020 to [REDACTED].

5. Why is there a Settlement?

After conducting substantial investigation, including review of policies and procedures and time records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Dollar Tree denies all of the claims asserted in the Action and denies that Dollar Tree has broken any laws. Plaintiffs and their lawyers think the Settlement is in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What Payments are provided under the Settlement?

Under the terms of the Settlement, Dollar Tree agrees to pay a Maximum Settlement Amount of One Million Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$1,825,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for Plaintiffs Counsel's attorneys' fees (not to exceed Six Hundred Thirty-Eight Thousand Seven Hundred Fifty Dollars and Thirty-Three Cents (\$638,750.00), which is equal to 35% of the Maximum Settlement Amount; Plaintiffs' Counsel's costs; a general release payment to Plaintiffs Shane Greene, Alex Fernandez, Eddie Rustrian, Jenny Linares, and Ariana Jacobo (not to exceed Ten Thousand Dollars and Zero Cents (\$10,000) each), and a general release payment to Plaintiff David Stanely (not to exceed Five Thousand Dollars and Zero Cents (\$5,000)); the fees and expenses of the Settlement Administrator, [REDACTED] (estimated to be no more than Twenty Five Thousand Dollars and Zero Cents (\$25,000.00)); all Individual PAGA Payments (not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00)), which shall be distributed to PAGA Associates; and the PAGA payment to the LWDA not to exceed Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), which will result in a maximum amount payable by Dollar Tree for distribution to Settlement Class Members who do not opt out ("The Net Settlement Amount").

Individual Settlement Payment Calculation

The Net Settlement Amount will be distributed to Settlement Class Members who do not opt out of the settlement ("Covered Class Members") by a formula that weighs each Covered Class Member's total number of weeks as a non-exempt employee in California. "Compensable Workweeks" shall be the total of all weeks worked by the Covered Class Members as non-exempt employees for Dollar Tree in California during the Class Period. The "Workweek Value" will be calculated by dividing the Net Settlement Amount by the total Compensable Workweeks. The Workweek Value will then be multiplied by the number of weeks each Covered Class Member worked for Dollar Tree in California as a non-exempt employee during the Class Period to determine the distribution, prior to legal deductions, for each Covered Class Member ("Individual Settlement Payment"). The Individual Settlement Payment will be reduced by any required legal deductions for each Covered Class Member, including required tax deductions.

Individual PAGA Payment Calculation

The portion to the Settlement designated for Individual PAGA Payments, will be distributed to PAGA Associates by a formula that weighs each PAGA Associates' total number of weeks as a non-exempt employee in California. "PAGA Compensable Workweeks" shall be the total of all weeks worked as nonexempt employees by Settlement Class Members for Dollar Tree in California during the PAGA Period. The dollars per compensable workweek ("PAGA Workweek Value") will be calculated by dividing the total amount designated for Individual PAGA Payments by the PAGA Compensable Workweeks. The PAGA Workweek Value will then be multiplied by the number of weeks each Settlement Class Member worked for Defendant in California as a non-exempt employee during the PAGA Period to determine the distribution for each Individual PAGA Payment.

Once the settlement becomes Final as defined below, the Individual Settlement Payments to Covered Class Members, Individual PAGA Payments, the General Release Payments, and the Plaintiffs Counsel's Award and Plaintiffs' Counsel's Costs will be made within 15 calendar days following the date that the settlement becomes Final. "Final" shall mean the latest of the following dates, as applicable: (i) the date the California Court of Appeal has rendered a final ruling affirming the district court's final approval of the Settlement without material modification; or (ii) the date that the deadline for seeking appellate review of the superior court's

1 final approval of the Settlement has passed without the filing of a timely appeal or timely request
2 for review such that the final approval order and judgment are no longer subject to further judicial
3 review. Covered Class Members who were also PAGA Associates will receive a single check
4 containing both their Individual Settlement Payment and Individual PAGA Payment. Following
5 distribution of payments under the Settlement, any uncollected funds remaining will be
6 distributed to California's unclaimed property fund.

7. What am I giving up in exchange for the settlement benefits?

1 In exchange for the consideration provided, each member of the Settlement Class who does not
2 submit a valid Request for Exclusion (defined in response to Question 10 below) will release
3 Dollar Tree Distribution, Inc., and all of their respective current and former parents, subsidiaries,
4 predecessors and successors, co-employers, and affiliated entities, and each of their respective
5 officers, directors, employees, partners, shareholders, and agents, and any other successors,
6 assigns, or legal representatives from any and all federal and California state law wage-and-hour
7 claims, rights, demands, liabilities, and/or causes of action of every nature and description,
8 whether known or unknown, including, without limitation, statutory, constitutional, contractual,
9 and/or common law claims for wages, reimbursements, damages, unpaid costs, statutory
10 penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs,
11 restitution, or equitable relief, arising from or related to any and all claims that were asserted or
12 could have been asserted based upon the facts alleged in the Complaint. The claims released by
13 the Covered Class Members shall include, without limitation, known and unknown claims
14 relating to any alleged failure to pay for all hours worked, failure to pay at the regular rate of pay,
15 failure to pay overtime, failure to provide compliant meal and rest breaks, failure to reimburse
16 business expenses, failure to pay timely wages (during employment and at termination), failure to
17 maintain accurate records, failure to furnish accurate and itemized wage statements, failure to
18 provide reasonable comfort by maintaining the temperature, failure to pay sick leave, failure to
19 provide employees with notice of quotas and/or quotas prevented employees from taking meal
20 periods, rest periods, and/or the use of bathroom facilities, unfair competition and business
21 practices, and any statutory penalty claims that were or could have been asserted in the Actions
22 under any federal, state, or local statutes, codes, or ordinances (including, any applicable
23 Industrial Welfare Commission Wage Order; California Labor Code sections 117, 200-204, 206,
24 210, 216, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 432, 510, 512, 558, 558.1,
25 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2100 *et seq.*, 2802,
26 2810.5, California Business and Professions Code sections 17200 *et seq.*, and any federal
27 counterparts).

1 If the Court approves the Settlement, regardless of whether a Settlement Class Member submits a
2 timely and valid Request for Exclusion, the Settlement shall release any and all claims for unpaid
3 wages of whatever kind or nature recoverable under PAGA, whether known or unknown, arising
4 during the PAGA Period based on the facts alleged in the Complaint including but not limited to
5 failure to pay for all hours worked, failure to pay at the regular rate of pay, failure to pay
6 overtime, failure to provide compliant meal and rest breaks, failure to reimburse business
7 expenses, failure to pay timely wages (during employment and at termination), failure to maintain
8 accurate records, failure to furnish accurate and itemized wage statements, failure to provide
9 reasonable comfort by maintaining the temperature, failure to pay sick leave, failure to provide
10 employees with notice of quotas and/or quotas prevented employees from taking meal periods,
11 rest periods, and/or the use of bathroom facilities, which were or could have been asserted in the
12 Actions under any federal, state, or local statutes, codes, or ordinances including, any applicable
13 Industrial Welfare Commission Wage Order, California Labor Code sections 117, 200-204, 206,
14 210, 216, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 432, 510, 512, 558, 558.1,
15 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1198, 2100 *et seq.*,
16 2802, 2810.5, Cal. Code Regs., tit. 8, § 3203, and any federal counterparts. Therefore, as of the
17 date the Settlement becomes Effective, all PAGA Associates, and the State of California release
18 the Released Parties from the Released PAGA Claims for the PAGA Period.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

Subject to the Court's final approval of the terms of the Settlement, you will automatically be sent a settlement payment at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator) in exchange for which you will give up your claims in this case.

9. When will I get my check?

Checks will be mailed to Covered Class Members eligible to receive a payment under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the Settlement after a hearing on [final approval date] (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will only have 180 days from the date that the checks are issued to cash them. If you do not cash your check within 180 days of the date of its issuance, it shall be voided.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

You can decide not to participate in the Settlement ("opt out") and not release claims set forth in the first paragraph under Question 7. If you decide to opt out, you will not receive an Individual Settlement Payment. However, if you are a PAGA Associate, you cannot opt out of the PAGA portion of the Settlement and the release set forth in the second paragraph under Question 7.

To opt out, you must complete and send a timely Request for Exclusion form, or another writing containing all required information. A Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than [45 from date of mailing], or as modified subject to re-mailing, to:

[settlement administrator info]

If a Settlement Class Member's first Notice was returned as undeliverable and then remailed, the Settlement Class Member shall have 14 days from the remailing or until [45 days], whichever is later, to complete and send a Request for Exclusion form.

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the above specified deadline shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

11. If I exclude myself, can I get anything from the settlement?

If you exclude yourself now you will not receive an Individual Settlement Payment. However, if you are a PAGA Associate and the Court approves the PAGA Settlement, you cannot exclude yourself from that portion of the Settlement. If you are a PAGA Associate, you will still receive an Individual PAGA Payment.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself or the Court otherwise excludes you, you give up the right to sue Dollar Tree for the claims in this lawsuit. You must exclude yourself from the Settlement Class to start or continue your own lawsuit or arbitration. However, regardless of whether you exclude yourself, if the Court approves the Settlement, you will be unable to pursue the PAGA claims under the terms of this Settlement.

**IF YOU INITIATED A CLAIM IN ARBITRATION AGAINST DEFENDANT
RECENTLY**

13. What do I do, if I initiated a claim in arbitration against Defendant Dollar Distribution, Inc. recently?

As to any Settlement Class Member who may have filed and/or served a demand for arbitration against Dollar Tree Distribution, Inc. that asserts claims covered by this Settlement, no action will be taken on that arbitration demand unless s/he chooses to opt out and submits a valid and timely Request for Exclusion. If s/he does not submit a Request for Exclusion, any pending demand for arbitration will be considered dismissed and no further action taken, upon the Court's final approval of this Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Plaintiffs' Counsel for the Settlement Class:

WILSHIRE LAW FIRM
John G. Yslas
William M. Pao
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

JUSTICE FOR WORKERS, P.C.
William C. Sung
Tiffany L. Luu
3600 Wilshire Boulevard, Suite 1815
Los Angeles, California 90010
Telephone: (323) 922-200
Facsimile: (323) 922-2000

15. How will the costs of the lawsuit and the Settlement be paid?

Subject to court approval, Dollar Tree agrees to pay up to Six Hundred Thirty-Eight Thousand Seven Hundred Fifty Dollars and No Cents (\$ 638,750.00) in attorneys' fees. The Court may also award Plaintiffs' Counsel its reasonable costs, which are estimated to be no more than Fifty Thousand Dollars (\$50,000.00). Dollar Tree also agrees to pay Plaintiffs Shane Greene, Alex Fernandez, Eddie Rustrian, Jenny Linares, and Ariana Jacobo each an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), and to pay Plaintiff David Stanley an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) as a General Release Payment for their participation in this lawsuit and for taking on the risk of litigation. Dollar Tree also agrees to pay the Settlement Administrator's costs and fees associated with administering the Settlement,

1 estimated not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000). Dollar Tree
2 also agrees to pay California's LWDA Thirty-Seven Thousand Five Hundred Dollars and Zero
3 Cents (\$ 37,500.00). The Court may award less than these amounts. If the Court awards less than
4 the amounts requested, the difference will remain in the Net Settlement Amount for distribution.

5 **OBJECTING TO THE SETTLEMENT**

6 **16. How do I object to the Settlement?**

7 Any Settlement Class Member may object to the proposed Settlement, or any portion thereof, by
8 mailing a written objection, and supporting papers, to the Settlement Administrator at the following
9 addresses by regular U.S. Mail postmarked no later than [45 days from mailing], or as modified
10 subject to re-mailing.

11 [settlement administrator info]

12 If a Settlement Class Member's first Notice was returned as undeliverable and then remailed, the
13 Settlement Class Member shall have 14 days from the remailing or until [45 days from mailing],
14 whichever is later, to submit a written objection.

15 A written objection must contain (1) the case name and number for this Action, (2) the full name
16 of the objecting Settlement Class Member, (3) the dates in which the Settlement Class Member was
17 an employee of Dollar Tree in California during the Class Period, (4) the basis for the objection,
18 (5) if the Settlement Class Member intends to appear at the Final Approval Hearing (see response
19 to Question 20 below), and (6) the identity of the Settlement Class Member's counsel, if any. If a
20 Settlement Class Member wishes to appear at the Court's Final Approval Hearing and orally present
21 his or her objection to the Court, the objector's written statement should include the objector's
22 statement of intent to appear at the Court's Final Approval Hearing. **Notwithstanding, in the
23 discretion of the Court, any Settlement Class Member, or person purporting to object on
24 behalf of any Settlement Class Member, may be received or considered by the Court at the
25 Final Approval Hearing, regardless of whether a written notice of objection is filed or
26 delivered to the parties.** Any Settlement Class Member who files an objection remains eligible to
27 receive monetary compensation from the Settlement unless s/he submits a timely and valid Request
28 for Exclusion. If the Court overrules any objections and grants final approval of the Settlement,
any Settlement Class Member who submitted an objection but did not submit a timely and valid
Request for Exclusion will be bound by the Release set forth in Question 7 above.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. If you object,
you are still a part of the Settlement Class. Excluding yourself is telling the Court that you do not
want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you file an objection
on time, you may attend and you may ask to speak, but you do not have to.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a "Final Approval Hearing" on [final approval hearing date and time], in
Department S29 at the Superior Court of the State of California, County of San Bernadino at 247
W 3rd St, San Bernardino, CA 92415. The hearing may be moved to a different date and/or time
without additional notice. At this hearing, the Court will consider whether the settlement is fair,
reasonable, and adequate. If there are objections, the Court will consider them. The Court will

1 also decide how much to pay Plaintiffs' Counsel. After the hearing, the Court will decide whether
2 to approve the Settlement. We do not know how long these decisions will take.

3 **19. Do I have to come to the hearing?**

4 No. Plaintiffs' Counsel will answer any questions the judge may have. But, you are welcome to
5 come at your own expense. If you send an objection, you don't have to come to Court to talk about
6 it. As long as you mailed your written objection on time, the Court will consider it. You may also
7 pay (at your own expense) another lawyer to attend, but it is not required.

8 **20. May I speak at the hearing?**

9 If a Settlement Class Member wishes to appear at the Final Approval Hearing and orally present
10 his or her objection to the Court, the objector's written statement should include the objector's
11 statement of intent to appear at the Final Approval Hearing. Notwithstanding, in the discretion of
12 the Court, any Class Member, or person purporting to object on behalf of any Class Member, may
13 be received or considered by the Court at the Final Approval Hearing, regardless of whether a
14 written notice of objection is filed or delivered to the Parties.

15 **IF YOU DO NOTHING**

16 **21. What happens if I do nothing at all?**

17 If you do nothing, you will automatically receive a payment from this Settlement as described
18 above and you will be bound by the release of claims, subject to the Court's final approval of the
19 terms of the Settlement.

20 **GETTING MORE INFORMATION**

21 **22. How do I get more information?**

22 This notice summarizes the Settlement. You may contact the Settlement Administrator for more
23 information.

24 **Do not contact the Court regarding this Notice or the Settlement.**

EXHIBIT B

1 **GREENE V. DOLLAR TREE STORES, INC.**
2 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
3 **FOR THE COUNTY OF SAN BERNADINO**
4 **Case No. CIVSB242094**

5 **REQUEST FOR EXCLUSION**

6 **IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN**
7 **AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL**
8 **THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS**
9 **POSTMARKED ON OR BEFORE [+45 days from mailing].***

10 **[claims administrator name and mailing address]**

11 **IT IS MY DECISION TO BE EXCLUDED FROM THE SETTLEMENT CLASS AND**
12 **NOT RECEIVE AN INDIVIDUAL SETTLEMENT.**

13 I confirm that I was employed by Dollar Tree Stores, Inc., in California as a non-exempt
14 employee during some or all of the period of February 27, 2020 through []. I confirm that I
15 have received notice of the proposed Settlement in this Action. I have decided to be excluded
16 from the Settlement Class, and I have decided not to participate in the proposed Settlement. I
17 understand that by submitting this Request for Exclusion, I will be forever barred from receiving
18 an Individual Settlement Payment, and will not be bound by the release corresponding to the
19 Individual Settlement Payments.

20 _____
21 (Date)

20 _____
21 (Signature)

22 _____
23 (Address)

22 _____
23 (Type or Print Name)

24 _____
25 (City, State, Zip)

24 _____
25 (Last Four Digits of Social Security Number or
26 Tax Identification Number)

27 **NOTE: If you received the Notice Packet with less than 14 days before this deadline, you have*
28 *14 days from the date that it was mailed to you to return it, if you do not want to participate in the*
Settlement.

EXHIBIT C

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7 San Francisco, California 94111
8 Telephone: (415) 856-7000
9 Facsimile: (415) 856-7100

10 *Attorneys for Defendant*
11 DOLLAR TREE DISTRIBUTION, INC.

12 *[Additional counsel listed on next page]*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN BERNARDINO**

15 **COMPLEX LITIGATION**

16 SHANE GREENE, ALEX FERNANDEZ,
17 DAVID STANLEY, EDDIE RUSTRIAN,
18 JENNY LINARES, individually and on behalf
19 of all others similarly situated,

20 *Plaintiff,*

21 vs.

22 DOLLAR TREE DISTRIBUTION, INC., a
23 Virginia corporation, and DOES 1 through 10,
24 inclusive,

25 *Defendants.*

CASE NO. CIVSB2420954

[Assigned for all purposes to:
Hon. Nicole Quintara Winter, Dept. S29]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
RELEASE**

Complaint filed: June 26, 2024
Trial Date: None Set

1 WILSHIRE LAW FIRM
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William M. Pao (SBN 219846)
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6 *Attorneys for Plaintiffs*
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7 DAVID STANLEY, EDDIE RUSTRIAN, and
JENNY LINARES
8

9 JUSTICE FOR WORKERS, P.C.
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11 tlou@justiceforworkers.com
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12 Los Angeles, California 90010
Telephone: (323) 922-200
13 Facsimile: (323) 922-2000

14 *Attorneys for Plaintiff*
ARIANNA JACOBO
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1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Approval of Class Action Settlement came
3 before this Court, the Honorable Nicole Quintara Winter, presiding, on [REDACTED], 2026.

4 The Court having considered the papers submitted in support of the Motion, HEREBY ORDERS
5 THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement based upon the terms set
7 forth in the Stipulation of Class Action Settlement and Release filed as Exhibit [REDACTED] to the Declaration
8 of [REDACTED], [REDACTED] (“Settlement”). Capitalized terms shall have the definitions set forth in the
9 Settlement.

10 2. The Court finds, for purposes of settlement only, that the requirements for
11 provisional certification of the Settlement Class under the California Rules of Civil Procedure and
12 all other applicable laws and rules are met by the Settlement Class as follows: (a) joinder of all
13 Settlement Class members in a single proceeding would be impracticable, if not impossible,
14 because of their numbers and dispersion; (b) there are questions of law and fact common to the
15 Settlement Class; (c) Claims asserted by the Plaintiffs are typical of the claims of the Settlement
16 Class that they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately
17 represented the interests of the Settlement Class and will continue to do so; (e) Plaintiffs and the
18 Settlement Class are represented by qualified, reputable counsel who are experienced in preparing
19 and prosecuting class actions, including those involving the practices alleged in the this Action;
20 and (f) final relief is appropriate to the Settlement Class as a whole.

21 3. The following Settlement Class is conditionally certified for purposes of
22 settlement only: all current and former hourly, non-exempt associates of Defendant who were
23 paid wages for working in California at any time between February 27, 2020 and [REDACTED].

24 4. The Settlement appears to be fair, adequate and reasonable to the Settlement Class.
25 The Settlement falls within the range of reasonableness and appears presumptively valid, subject
26 only to any objections that may be raised at the final approval hearing and final approval by this
27 Court.

1 5. Plaintiffs Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, Jenny
2 Linares, and Ariana Jacobo are conditionally approved as the class representatives for the
3 Settlement Class.

4 6. The proposed General Release Payment of a single payment of Ten Thousand
5 Dollars and Zero Cents (\$10,000.00), payable to Plaintiffs Shane Greene, Alex Fernandez, Eddie
6 Rustrian, Jenny Linares, and Ariana Jacobo, each, for their service as a class representative is
7 conditionally approved, and the proposed General Release Payment of a single payment of Five
8 Thousand Dollars and Zero Cents (\$5,000.00), payable to Plaintiff David Stanley for his service as
9 a class representative is conditionally approved.

10 7. John G. Yslas and William M. Pao of Wilshire Law Firm, and William C. Sung and
11 Tiffany L. Luu of Justice for Workers, P.C., are conditionally approved as Class Counsel for the
12 Settlement Class.

13 8. The proposed Plaintiffs' Counsel Award of up to Six Hundred Thirty-Eight
14 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$638,750.00) in attorneys' fees payable to
15 Plaintiffs' Counsel is conditionally approved.

16 9. The proposed Plaintiffs' Counsel Costs of up to Fifty Thousand Dollars (\$50,000.00)
17 in costs incurred by Plaintiffs' Counsel is conditionally approved.

18 10. A final approval hearing on the question of whether the Settlement, Plaintiffs'
19 Counsel Award, Plaintiffs' Counsel Costs, the General Release Payment, and the PAGA Allocation
20 should be finally approved as fair, reasonable and adequate as to Settlement Class Members is
21 scheduled in Department S29 on the date and time set forth in Paragraph 17 below.

22 11. The Court confirms Phoenix Class Action Administration Solutions as the
23 Settlement Administrator.

24 12. The proposed payment of no more than Twenty-Five Thousand Dollars (\$25,000.00)
25 in costs to Phoenix Class Action Administration Solutions for its services as the Settlement
26 Administrator is conditionally approved.

1 13. The Court approves, as to form and content, the Notice Packet in substantially the
2 forms attached as Exhibits **A** and **B** to the Settlement. The Court approves the procedure for
3 Settlement Class Members to participate in, to opt-out of, and to object to, the Settlement as set
4 forth in the Notice of Settlement.

5 14. The Court directs the mailing of the Notice Packet by first class mail in English to
6 Settlement Class Members in accordance with the implementation schedule set forth in Paragraph
7 17 below. The Court finds the dates selected for the mailing and distribution of the Notice Packet,
8 as set forth in the Implementation Schedule, meet the requirements of due process and provide the
9 best notice practicable under the circumstances and shall constitute due and sufficient notice to all
10 persons entitled thereto.

11 15. The Court directs the Settlement Administrator to circulate to the Parties any
12 Objections received within two (2) business days of receipt.

13 16. To facilitate administration of the Settlement pending final approval, the Court
14 hereby enjoins Plaintiffs and all Settlement Class Members from filing or prosecuting any claims,
15 suits or administrative proceedings regarding claims released by the Settlement unless and until
16 such Settlement Class Members have filed valid Requests for Exclusion with the Settlement
17 Administrator and the time for filing valid Requests for Exclusion with the Settlement
18 Administrator has elapsed. This provision shall not apply to claims not alleged in the Action.

19 17. The Court orders the following **Implementation Schedule** for further proceedings:
20

21	a.	Deadline for Defendant to	_____, 2026
22		submit Class Information to	[30 calendar days after entry of
23		Settlement Administrator.	preliminary approval]
24	b.	Deadline for Settlement	_____, 2026
25		Administrator to Mail the	[14 calendar days after receipt of
26			Class Information from Defendant]
27			
28			

	Notice Packet to Settlement Class Members.	
c.	Deadline for Settlement Class Members to Submit Request for Exclusion and Settlement Class Members to Submit Any Objections to Settlement. ¹	_____, 2026 [45 days after mailing of Notice Packets]
d.	Deadline for Class Counsel to file Motion for Final Approval of Settlement (Including Response by Any Parties to Any Objections)	_____, 2026
e.	Deadline for Class Counsel to file Motion for Class Counsel Award, Class Counsel Costs, and General Release Payment.	_____, 2026
f.	Final Approval Hearing and Final Approval	_____, 2026

Dated: _____, 2026

IT IS SO ORDERED.

BY _____
HON. NICOLE QUINTARA WINTER

¹ In the event that the Settlement Administrator re-mails any notice packets to Settlement Class Members within 14 days prior to [REDACTED], the deadline as to those whose packets were remailed will be extended past the [REDACTED], to no later than [14 days after the deadline], 2026.

EXHIBIT D

1 PAUL HASTINGS LLP
2 RYAN D. DERRY (SBN 244337)
3 ryanderry@paulhastings.com
4 EMILY J. STOVER (SBN 318912)
5 emilystover@paulhastings.com
6 101 California Street, 48th Floor
7 San Francisco, California 94111
8 Telephone: (415) 856-7000
9 Facsimile: (415) 856-7100

10 *Attorneys for Defendant*
11 DOLLAR TREE DISTRIBUTION, INC.

12 *[Additional counsel listed on next page]*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN BERNARDINO**

15 **COMPLEX LITIGATION**

16 SHANE GREENE, ALEX FERNANDEZ,
17 DAVID STANLEY, EDDIE RUSTRIAN,
18 JENNY LINARES, individually and on behalf
19 of all others similarly situated,

20 *Plaintiff,*

21 vs.

22 DOLLAR TREE DISTRIBUTION, INC., a
23 Virginia corporation, and DOES 1 through 10,
24 inclusive,

25 *Defendants.*

CASE NO. CIVSB2420954

[Assigned for all purposes to:
Hon. Nicole Quintara Winter, Dept. S29]

**[PROPOSED] JUDGMENT AND
ORDER APPROVING CLASS ACTION
SETTLEMENT**

Complaint filed: June 26, 2024
Trial Date: None Set

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JENNY LINARES
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14 *Attorneys for Plaintiff*
ARIANNA JACOBO
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1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action Settlement came before this Court,
3 Honorable Nicole Quintara Winter presiding on [REDACTED], 2026. The Court having
4 considered the papers submitted in support of the Motion, HEREBY ORDERS THE
5 FOLLOWING:

6 1. The Court has jurisdiction over the subject matter of this action, the Class
7 Representative, the Covered Class Members as defined in set forth in the Stipulation of Class
8 Action Settlement and Release on file herein (“Settlement”), and Dollar Tree Distribution, Inc.

9 2. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement and
10 Release, the Class Notice was sent to each Settlement Class Member by first-class mail. The
11 Class Notice informed the Settlement Class Members regarding the terms of the Settlement, their
12 right to receive an Individual Settlement Payment, their right to object to the Settlement or to
13 elect not to participate in the Settlement and pursue their own remedies, and their right to appear
14 in person or by counsel at the final approval hearing and be heard regarding approval of the
15 Settlement. Adequate periods of time were provided by each of these procedures. [REDACTED] Class
16 Members filed written objections to the proposed Settlement as part of this notice period or stated
17 an intention to appear at the Final Approval Hearing. The Court finds and determines that this
18 notice procedure afforded adequate protections to the Settlement Class Members and provides the
19 basis for the Court to make an informed decision regarding approval of the Settlement based on
20 the responses of the Settlement Class Members. The Court finds and determines that the notice
21 provided in this case was the best notice practicable, which satisfied the requirements of law and
22 due process.

23 4. Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), the
24 State of California’s Labor Workforce Development Agency (“LWDA”) has been given notice of
25 the Settlement. Pursuant to PAGA, concurrent with the motion seeking preliminary approval of
26 the Settlement being filed with the Court, Dollar Tree served upon the LWDA a notice of the
27 Settlement consisting of: copies of the complaint in this action; a notice of the scheduled judicial
28 hearings in this class action; copies of the Settlement Agreement; proposed notices of class action

1 settlement and Class Members' right to request exclusion from the class; and the names of Class
2 Members who reside in each state and the estimated proportionate share of the claims of Class
3 Members in each state to the entire Settlement. The notice of Settlement also invited comment on
4 the Settlement. The Court finds and determines that Dollar Tree's notice of the Settlement was
5 timely, adequate, and compliant with the statutory requirements of PAGA.

6 5. [The Court overrules objections raised by members of the Covered Class.]

7 6. The following [] individuals have submitted valid and timely Requests for Exclusion
8 and are therefore excluded from the Settlement Class and not bound by the Release set forth in
9 Paragraph 1.6 of the Settlement and shall not receive an Individual Settlement Payment: [].
10 Such individuals shall still receive an Individual PAGA Payment and are bound by Paragraph
11 1.25 of the Settlement.

12 7. The Court grants final approval, for purposes of settlement only, of the Settlement
13 Class as defined in the Settlement.

14 8. The Court finds and determines that the PAGA LWDA Payment is fair and
15 reasonable. The Court hereby grants final approval to and orders that payment.

16 9. The Court finds and determines that the fees and expenses in the amount of Twenty-
17 Five Thousand and Zero Cents (\$25,000.00) for class administration services is fair and
18 reasonable and orders that amount be paid out of the Maximum Settlement Amount in accordance
19 with the Settlement.

20 10. The Court determines by separate order the request by Plaintiffs' Counsel for
21 Plaintiffs' Counsel Award, Plaintiff's Counsel Costs, and the General Release Payment.

22 11. The Court finds and determines that the Individual Settlement Payments to be paid to
23 members of the Settlement Class (that did not timely submit valid Requests for Exclusion, as
24 provided for by the Settlement), are fair and reasonable. The Court hereby gives final approval to
25 and orders the payment of those amounts be made to members of the Settlement Class that did not
26 timely submit valid Requests for Exclusion in accordance with the Settlement.

27 12. The Parties are hereby ordered to comply with the terms of the Settlement.

28 13. Upon completion of administration of the Settlement, the Settlement Administrator

1 will provide written certification of such completion to the Court and counsel for the parties.

2 14. Nothing in this Order will preclude any action to enforce the Parties' obligations
3 under the Settlement or under this Order, including the requirement that Dollar Tree Distribution,
4 Inc., fund the Settlement Account in accordance with the Settlement. Pursuant to the Settlement,
5 members of the Settlement Class who did not timely exclude themselves from the Settlement are
6 permanently barred from prosecuting the Released Claims against the Released Parties under the
7 Settlement.

8 16. Without affecting the finality of this Order in any way, the Court retains jurisdiction
9 of all matters relating to the interpretation, administration, implementation, effectuation and
10 enforcement of this Order and the Settlement.

11 17. The Court hereby enters Judgment in accordance with the terms of the Settlement,
12 the Order Granting Preliminary Approval of Class Action Settlement and Release entered on [],
13 2026, and this Order.

14 18. This document will constitute a Judgment (with a separate order to dismiss to follow)
15 for purposes of California Rule of Court 3.769(h).

16 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
17 by the Court's order granting the Plaintiffs' Counsel Award and Plaintiffs' Counsel Costs.

18
19 **IT IS SO ORDERED.**

20
21 Dated: _____, 2026

22
23 BY _____

24 HON. NICOLE QUINTARA WINTER

EXHIBIT 6

Evette Padilla

From: no-reply@formassembly.com
Sent: Tuesday, September 1, 2026 12:40 PM
To: Evette Padilla
Subject: Thank you for your Proposed Settlement Submission

09/01/2026 12:39:34 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/01/2026 12:39:34 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1015034-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cevette.padilla%40wilshirelawfirm.com%7C44be3497491c4607edc008df0860c918%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639238883953349467%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWVpbiIsIlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=TA%2BhQDJNNHjIGZGQAgidGUaf3BvChu2YEggAE8Ajppo%3D&reserved=0

EXHIBIT 7



CASE ASSUMPTIONS

Class Members	2,287
Opt Out Rate	1%
Opt Outs Received	23
Total Class Claimants	2,264
Subtotal Admin Only	\$20,000.00

Not-to-Exceed Total \$20,000.00
For 2287 Class Members

Pricing Good for Scope of Estimate Only

May 3, 2026

Case: Dollar Tree Distribution (Greene) Opt-Out Administration wTransaltion

Phoenix Contact: Jodey Lawrence
 Contact Number: 949.566.1455
 Email: Jodey@phoenixclassaction.com

Requesting Party: Lawrence Hamber
 Firm: Wilshire Law Firm, PLC
 Direct Tel: (213) 381-9988 Ext. 815
 Email: lawrence.hamber@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
 Estimate is based on 2287 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$147.29	1	\$147.29
Call Center & Long Distance	\$1.95	5	\$9.75
NCOA (USPS)	\$250.00	2	\$500.00
Total			\$1,407.04

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	2,287	\$1,143.50
Notice Packet & Opt-Out Form	\$1.25	2,287	\$2,858.75
Estimated Postage (up to 2 oz.)*	\$0.79	2,287	\$1,806.73
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$7,308.98

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.00	229	\$228.70
Remail Notice Packets	\$1.25	229	\$285.88
Estimated Postage	\$0.79	229	\$180.67
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$905.25

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$700.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Mail Class Checks *	\$1.25	2,264	\$2,830.16
Estimated Postage	\$0.79	2,264	\$1,788.66
Total			\$5,988.83

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	4	\$500.00
Remail Undeliverable Checks (Postage Included)	\$1.50	57	\$84.90
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$75.00	5	\$375.00
Conclusion Reports	\$110.00	2	\$220.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,925.00	1	\$1,925.00
Total			\$3,689.90

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$20,000.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.