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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

LOVELY NAKOOKA and ELVA REYES, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

DOLLAR TREE STORES, INC., and DOES 1-10, inclusive,

Defendants.

Case No.:

COMPLAINT FOR:

- 1. FAILURE TO INDEMNIFY BUSINESS EXPENSES (Labor Code § 2802)**
- 2. FAILURE TO REIMBURSE FOR REQUIRED UNIFORMS (IWC Wage Order 7, § 9(A))**
- 3. UNFAIR BUSINESS PRACTICES (Business and Professions Code § 17200, et seq.)**
- 4. INJUNCTION (Business and Professions Code § 17200, et seq.)**

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Lovely Nakooka and Elva Reyes (“Named Plaintiffs”) are informed and believe and
2 thereupon allege the following:

3 **I. INTRODUCTION**

4 1. Named Plaintiffs bring these claims, individually and as a class action under
5 Federal Rule of Civil Procedure 23, against defendant Dollar Tree Stores, Inc. (“Dollar Tree”
6 or “Defendant”). These claims are asserted by Named Plaintiffs in their capacity as class
7 action representatives on behalf of all similarly situated persons (the “Class”).

8 2. The Class consists of all individuals employed at any Dollar Tree store in
9 California as a non-exempt employee at any time during the Class Period.

10 3. The Class Period is designated as the period from 4 years prior to the filing of
11 this action through the trial date.

12 4. As used herein, “Plaintiffs” means Named Plaintiffs and all members of the
13 Class.

14 5. Plaintiffs have been injured by Dollar Tree’s failure to reimburse necessary
15 business expenditures, and failure to pay for required work uniforms, as required by California
16 law.

17 6. For these injuries, Plaintiffs seek damages and penalties, as well as interest,
18 attorney’s fees, costs, and injunctive relief, all under California law, including: California
19 Labor Code § 2802; IWC Wage Order No. 7, § 9(A); California Code of Civil Procedure §
20 1021.5; and California Business & Professions Code § 17200, *et seq.*

21 7. All violations of California law described herein have been ongoing for at least
22 four years, are continuing at present, and will continue unless and until enjoined by this Court.

23 8. Defendant knowingly and intentionally engaged in the conduct complained of
24 herein, and Defendant acted as alleged herein in willful and knowing violation of the law.

25 **II. PARTIES**

26 9. Defendant Dollar Tree Stores, Inc. is a Virginia Corporation, registered to and
27 conducting business in California. Dollar Tree operates retail stores throughout the United
28 States, including approximately 360 stores in California.

1 10. Plaintiff Lovely Nakooka is a resident of San Rafael, California. Ms. Nakooka
2 has been employed by Dollar Tree since approximately September 2016 through the present,
3 and has worked as a non-exempt retail employee in Dollar Tree stores in Novato, Ignacio, and
4 San Rafael, California.

5 11. Plaintiff Elva Reyes is a resident of Lindsay, California. Ms. Reyes worked as a
6 non-exempt employee for Dollar Tree in Lindsay, California, from approximately 2011 until
7 approximately February 2016.

8 12. Plaintiffs are ignorant of the true names or capacities of defendants named herein
9 as Does 1 through 10, inclusive, and therefore sue these defendants by these fictitious names.
10 When the names and capacities of these defendants are ascertained, Plaintiffs will amend this
11 complaint accordingly. Each of the defendants named herein or designated as a Doe is liable
12 or in some manner legally responsible for the events alleged herein.

13 **III. JURISDICTION AND VENUE**

14 13. This Court has subject matter jurisdiction of this action under the Class Action
15 Fairness Act, 28 U.S.C. § 1332, in that the estimated damages involved in the claims asserted
16 herein will exceed \$5,000,000, and the parties to this action are residents of different states.

17 14. This Court has personal jurisdiction over Dollar Tree because Dollar Tree has
18 significant contacts with California by virtue of its extensive business operations in California,
19 and has purposefully availed itself of the privileges and immunities of conducting business in
20 California.

21 15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a
22 substantial part of the events or omissions giving rise to the claims asserted herein occurred in
23 this District. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) because
24 Dollar Tree is subject to this Court's personal jurisdiction with respect to this civil action and
25 therefore resides in this District pursuant to 28 U.S.C. § 1391(c)(2). Venue is also proper in
26 this Court pursuant to 28 U.S.C. § 1391(d) because Dollar Tree has sufficient contacts in this
27 District to establish personal jurisdiction in this District.

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1 **IV. GENERAL ALLEGATIONS**

2 16. During the Class Period, Dollar Tree has operated approximately 360 stores in
3 California.

4 17. Throughout the Class Period, Dollar Tree has required, by company-wide policy,
5 that its store employees, including Plaintiffs, wear only green shirts and black pants while
6 working. Dollar Tree does not reimburse employees for the expense of obtaining these
7 required clothing items. These clothing items are of a “distinctive design or color” and are not
8 generally usable in the occupation, and therefore constitute a uniform under Wage Order 7, §
9 9(A). By failing to pay for these uniforms, Dollar Tree violates this provision of the wage
10 order.

11 18. Further, because these clothing items are required as a condition of employment,
12 they constitute necessary business expenses which must be reimbursed by Dollar Tree. By
13 failing to reimburse Plaintiffs for these clothing items, Dollar Tree violates Labor Code § 2802,
14 which provides that “an employer shall indemnify his or her employee for all necessary
15 expenditures or losses incurred by the employee in direct consequence of the discharge of his
16 or her duties.”

17 19. Dollar Tree’s imposition of these unlawful costs on Plaintiffs, by which Dollar
18 Tree shifts the costs of doing business to Plaintiffs, is particularly burdensome because
19 employees must pay for these uniforms out of the low wages Dollar Tree pays its employees,
20 usually minimum wage.

21 20. Dollar Tree’s violations of Wage Order 7, § 9(A) and Labor Code § 2802
22 constitute unlawful, unfair, and fraudulent business practices under Business and Professions
23 Code § 17200, *et seq.*, and Plaintiffs have been injured in fact, and have lost money or property
24 as a result of Dollar Tree’s unfair competition and unlawful practices.

25 **V. CLASS ACTION ALLEGATIONS**

26 21. Named Plaintiffs bring this action on behalf of themselves and as a class action
27 pursuant to Federal Rule of Civil Procedure 23.

28 22. The class that Named Plaintiffs seek to represent is defined as follows: All

1 individuals employed at any Dollar Tree store in California as a non-exempt employee at any
2 time during the Class Period.

3 23. The claims alleged by Named Plaintiff may properly be maintained as a class
4 action pursuant to Federal Rule of Civil Procedure 23 because the requirements of that Rule
5 are satisfied with respect to those claims.

6 **A. Numerosity**

7 24. The total number of members of the Class is believed to be in excess of 10,000
8 persons. Accordingly, joinder of all class members would be impractical.

9 **B. Commonality**

10 25. There are numerous questions of law and fact common to the Class. Such
11 questions include, but are not limited to, the following:

- 12 (1) Whether Dollar Tree, as a matter of common policy, failed to indemnify
13 Plaintiffs for job-related expenses, including required clothing;
- 14 (2) Whether the clothing required by Dollar Tree constitutes a uniform under
15 California law;
- 16 (3) Whether Dollar Tree's actions as described herein constitute violations of
17 California Business and Professions Code § 17200, *et seq.*;
- 18 (4) The proper formula for calculating damages and restitution owed to
19 Plaintiffs;
- 20 (5) Whether Dollar Tree will, unless enjoined, continue the practices alleged
21 herein; and
- 22 (6) The terms and conditions of the injunction to be issued against Dollar
23 Tree.

24 **C. Typicality**

25 26. Names Plaintiffs' claims are typical of the claims of the Class. Named Plaintiffs
26 and all members of the proposed Class are or were subjected to the same policies and
27 procedures, and their claims arise out of Dollar Tree's common course of conduct and are
28 based on the same legal and remedial theories.

1 **D. Adequacy of Representation**

2 27. Named Plaintiffs will fairly and adequately protect the interests of the Class.
3 Named Plaintiffs have retained competent and capable attorneys who are experienced trial
4 lawyers with significant experience in complex and class action litigation, including
5 employment litigation. Named Plaintiffs and their counsel are committed to prosecuting this
6 action vigorously on behalf of the Class and have the financial resources to do so. Neither
7 Named Plaintiffs nor their counsel have interests that are contrary to or that conflict with those
8 of the Class.

9 **E. Propriety of Certification under FRCP 23(b)(3)**

10 28. Questions of law and fact common to the Class, including the common question
11 described above, predominate over any questions affecting only individual members.
12 Adjudication of these common issues in a single action has important and desirable advantages
13 of judicial economy. Moreover, there are no unusual difficulties likely to be encountered in
14 the management of this case as a class action. The identity of each member of the proposed
15 Class can be established by uniform records maintained by Dollar Tree.

16 29. The class action mechanism is superior to any alternatives that might exist for the
17 fair and efficient adjudication of these claims. Prosecution of this case as a class action will
18 permit a large number of injured parties to pursue their common claims in a single forum, at
19 the same time, which will promote efficiency, prevent duplication of evidence and efforts, and
20 preserve judicial resources and the resources of the parties. A class action will avoid
21 potentially inconsistent results in numerous individual trials or other judicial actions. Further,
22 class treatment is the only realistic means by which Plaintiffs – almost all of whom are
23 minimum wage employees without substantial resources – can effectively litigate against a
24 large, well-represented corporate defendant like Dollar Tree. In the absence of a class action,
25 Dollar Tree will be unjustly enriched by the retention of the fruits and benefits of its unlawful
26 conduct. A multiplicity of repetitive individual actions would also place an enormous burden
27 on the courts.

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1 **F. Propriety of Certification under FRCP 23(b)(2)**

2 30. Class certification is appropriate under FRCP 23(b)(2) because Dollar Tree has
3 acted and/or refused to act, as alleged herein, on grounds generally applicable to the Class,
4 making appropriate declaratory and injunctive relief with respect to the Class as a whole. The
5 Class members are entitled to injunctive relief to end Dollar Tree's common, uniform, and
6 unfair policies and practices as described herein.

7 **VI. CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**
9 **Failure to Indemnify Business Expenses**
10 **(California Labor Code § 2802)**

11 31. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
12 forth herein.

13 32. California Labor Code § 2802 requires employers to indemnify employees for all
14 necessary expenditures incurred by the employee in performing his or her job.

15 33. As alleged herein, Dollar Tree requires Plaintiffs to purchase supplies, including
16 clothing of distinctive design or color, necessary to perform Plaintiffs' job duties.

17 34. Such expenditures by Plaintiffs are incurred in direct consequence of the
18 discharge of Plaintiffs' job duties.

19 35. Dollar Tree does not reimburse Plaintiffs for these necessary expenditures.

20 36. As a direct and proximate result of Dollar Tree's failure to reimburse Plaintiffs
21 for these necessary expenditures, Plaintiffs have been injured in an amount to be proved at
22 trial.

23 37. Plaintiffs are therefore entitled to recover reimbursement for these necessary
24 expenditures, and also, to recover costs, interest, and attorney's fees as provided by California
25 law, including Labor Code § 2802(c).

26 **SECOND CAUSE OF ACTION**
27 **Failure to Provide Uniforms**
28 **(IWC Wage Order No. 7, § 9(A))**

38. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
forth herein.

1 39. IWC Wage Order 7, § 9(A) provides: “When uniforms are required by the
2 employer to be worn by the employee as a condition of employment, such uniforms shall be
3 provided and maintained by the employer. The term ‘uniform’ includes wearing apparel and
4 accessories of distinctive design or color.”

5 40. As alleged herein, Dollar Tree requires Plaintiffs to wear clothing of a distinctive
6 design and color, but fails to provide or reimburse Plaintiffs for these uniforms.

7 41. As a direct and proximate result of this conduct, Plaintiffs have been injured in
8 an amount to be proved at trial.

9 42. Plaintiffs are therefore entitled to recover damages for these clothing
10 expenditures, and also, to recover costs, interest, and attorney’s fees as provided by California
11 law.

12 **THIRD CAUSE OF ACTION**
13 **Restitution - Unfair Business Practices**
(California Business & Professions Code § 17200, et seq.)

14 43. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
15 forth herein.

16 44. Each violation of California law by Dollar Tree as alleged herein constitutes a
17 separate and distinct unfair and unlawful practice in violation of California Business &
18 Professions Code § 17200, et seq.

19 45. As a direct and proximate result of Dollar Tree’s conduct as alleged herein,
20 Plaintiffs have been injured in fact and have lost money and property, and Dollar Tree has been
21 enriched by the retention of funds for reimbursement that are the property of Plaintiffs.

22 46. Plaintiffs are entitled to restitution of all amounts which Dollar Tree was
23 obligated to provide to Plaintiffs and which, through the unfair and unlawful practices alleged
24 herein, Dollar Tree did not pay to Plaintiffs. The total of these amounts can be proved with
25 common evidence.

26 47. Plaintiffs are additionally entitled to recovery of interest, costs, and attorney’s
27 fees as provided by California law.

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1 **FOURTH CAUSE OF ACTION**
2 **Injunction**
3 **(California Business & Professions Code § 17200, et seq.)**

4 48. Plaintiffs incorporate by reference all preceding paragraphs as though fully set
5 forth herein.

6 49. Each violation of California law by Dollar Tree as alleged herein constitutes a
7 separate and distinct unlawful and unfair practice in violation of California Business &
8 Professions Code § 17200, et seq.

9 50. Plaintiffs have been harmed by Dollar Tree's unlawful and unfair practices as
10 alleged herein.

11 51. Dollar Tree continues to engage in the unlawful and unfair practices alleged
12 herein through the present day.

13 52. Unless enjoined by this Court, Dollar Tree will continue to engage in the
14 unlawful and unfair practices alleged herein.

15 53. Plaintiffs are entitled to, and therefore request, an injunction of this Court
16 requiring that Dollar Tree permanently cease and desist from engaging in the unlawful and
17 unfair practices alleged herein, and, further, that this Court make such orders as are necessary
18 to monitor Dollar Tree's compliance with said injunction.

19 54. Plaintiffs are further entitled to costs and attorney's fees for pursuing the
20 injunction requested herein.

21 **VII. PRAYER FOR RELIEF**

22 Wherefore, Named Plaintiffs, on behalf of themselves and all Plaintiffs, pray for relief
23 as follows:

24 1. That the Court certify this action as a class action on behalf of the Class pursuant
25 to Federal Rule of Civil Procedure 23;

26 2. That the Court designate Named Plaintiffs as representatives of the Class;

27 3. That the Court appoint the law firm Aiman-Smith & Marcy as Class counsel;

28 4. That Dollar Tree be ordered to pay all amounts owed to the Class arising out of
the actions complained of herein, including wages, penalties, interest, and costs;

1 5. That Dollar Tree, at its own expense, be ordered to provide full and adequate
2 notice as required in class actions to all members of the Class;

3 6. That this action and the Class be further designated, respectively, as a
4 representative action and representative class under California Business & Professions Code §
5 17200, *et seq.*;

6 7. That Dollar Tree be ordered to make full restitution of all amounts received
7 and/or retained and/or not paid to Plaintiffs by Dollar Tree pursuant to the California Labor
8 Code and California Business and Professions Code § 17200, *et seq.*;

9 8. That in addition to any constitutionally sufficient notice that is or might
10 otherwise be required in a class action under California law, that Dollar Tree be ordered to pay
11 for all necessary efforts to actually locate members of the representative class under Business
12 and Professions Code § 17200, *et seq.*;

13 9. That this Court determine, and provide its declaratory judgment, that the
14 practices complained of herein were done willfully, knowingly, and intentionally;

15 10. That this Court issue a temporary injunction, on terms the Court may deem
16 appropriate and necessary, prohibiting Dollar Tree from engaging in the practices complained
17 of herein pending trial of this action, and requiring Dollar Tree to make appropriate reports to
18 the Court or its appointed agent or expert regarding its compliance with said injunction, and
19 requiring Dollar Tree to pay all costs associated with said monitoring said injunction;

20 11. That this Court issue a permanent injunction, on terms the Court may deem
21 appropriate and necessary, prohibiting Dollar Tree from engaging in the practices complained
22 of herein, requiring Dollar Tree to make appropriate reports to the Court or its appointed agent
23 or expert regarding its compliance with said injunction, and requiring Dollar Tree to pay all
24 costs associated with monitoring said injunction;

25 12. For attorney's fees as provided by statutory and common law;

26 13. For costs of suit incurred; and

27 14. For such other legal and equitable relief as the Court may deem just and proper.
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Dated: July 13, 2017



Carey A. James

Carey A. James
Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Named Plaintiffs, on behalf of themselves and the Class, hereby demand a jury on all causes of action and claims with respect to which Plaintiffs have a right to jury trial.

Dated: July 13, 2017



Carey A. James

Carey A. James
Attorneys for Plaintiffs

JS-CAND 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
LOVELY NAKOOKA and ELVA REYES, et al.

(b) County of Residence of First Listed Plaintiff Marin
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Athan-Smith & Marcy
 7677 Oakport Street, Ste. 1150
 Oakland, CA 94621
 Telephone: 510.562.6830

DEFENDANTS
DOLLAR TREE STORES, INC., and DOES 1-10

County of Residence of First Listed Defendant *(IN U.S. PLAINTIFF CASES ONLY)* Virginia Beach-Norfolk-Newsport News, VA-NC-MSA

NOTE: **IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.**

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

1 U.S. Government Plaintiff 3 Federal Question *(U.S. Government Not a Party)*

2 U.S. Government Defendant 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance	PERSONAL INJURY	625 Drug Related Seizure of Property 21 USC § 881	422 Appeal 28 USC § 158	375 False Claims Act
120 Marine	310 Airplane	690 Other	423 Withdrawal 28 USC § 157	376 Qui Tam (31 USC § 3729(a))
130 Miller Act	315 Airplane Product Liability	LABOR	PROPERTY RIGHTS	400 State Reapportionment
140 Negotiable Instrument	320 Assault, Libel & Slander	710 Fair Labor Standards Act	820 Copyrights	410 Antitrust
150 Recovery of Overpayment Of Veteran's Benefits	330 Federal Employers' Liability	720 Labor/Management Relations	830 Patent	430 Banks and Banking
151 Medicare Act	340 Marine	740 Railway Labor Act	835 Patent—Abbreviated New Drug Application	450 Commerce
152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	751 Family and Medical Leave Act	840 Trademark	460 Deportation
153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	<input checked="" type="checkbox"/> 790 Other Labor Litigation	SOCIAL SECURITY	470 Racketeer Influenced & Corrupt Organizations
160 Stockholders' Suits	355 Motor Vehicle Product Liability	791 Employee Retirement Income Security Act	861 HIA (1395ff)	480 Consumer Credit
190 Other Contract	360 Other Personal Injury	IMMIGRATION	862 Black Lung (923)	490 Cable/Sat TV
195 Contract Product Liability	362 Personal Injury—Medical Malpractice	462 Naturalization Application	863 DIWC/DIWW (405(g))	850 Securities/Commodities/Exchange
196 Franchise	CIVIL RIGHTS	465 Other Immigration Actions	864 SSID Title XVI	890 Other Statutory Actions
REAL PROPERTY	PRISONER PETITIONS		865 RSI (405(g))	891 Agricultural Acts
210 Land Condemnation	440 Other Civil Rights	HABEAS CORPUS	FEDERAL TAX SUITS	893 Environmental Matters
220 Foreclosure	441 Voting	463 Alien Detainee	870 Taxes (U.S. Plaintiff or Defendant)	895 Freedom of Information Act
230 Rent Lease & Ejectment	442 Employment	510 Motions to Vacate Sentence	871 IRS—Third Party 26 USC § 7609	896 Arbitration
240 Torts to Land	443 Housing/Accommodations	530 General		899 Administrative Procedure Act/Review or Appeal of Agency Decision
245 Tort Product Liability	445 Amer. w/Disabilities—Employment	535 Death Penalty		950 Constitutionality of State Statutes
290 All Other Real Property	446 Amer. w/Disabilities—Other	OTHER		
	448 Education	540 Mandamus & Other		
		550 Civil Rights		
		555 Prison Condition		
		560 Civil Detainee—Conditions of Confinement		

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(specify)* 6 Multidistrict Litigation—Transfer 8 Multidistrict Litigation—Direct File

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing. *(Do not cite jurisdictional statutes unless diversity):*
 California Labor Code Section 2802; California IWC Wage Order 7, Section 9(A); California Business and Professions Code Section 17200, et seq.; 28 USC 1332
 Brief description of cause:
Unreimbursed business expenses and work uniforms; unfair business practices

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMANDS: CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY *(See instructions):* JUDGE: DOCKET NUMBER:

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)
(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE: 07/13/2017 SIGNATURE OF ATTORNEY OF RECORD: 

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Dollar Tree Employees Seek Reimbursement for Uniform Expenses](#)
