

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

CASE NO. _____

DONNA NATSKAKULA and
all others similarly situated under
29 U.S.C. §216(b),

Plaintiff,

v.

DOLLAR TREE STORES, INC.,

Defendant.

NOTICE OF REMOVAL

Defendant DOLLAR TREE STORES, INC. (“Defendant”), by and through the undersigned counsel and pursuant to 28 U.S.C. §§ 1331, 1441 and 1446, hereby removes this action from the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, where the action is now pending, to the United States District Court for the Southern District of Florida, Fort Lauderdale Division. The removal of this action is based upon the following:

1. On or about February 9, 2018, Plaintiff, DONNA NATSKAKULA (“Natskakula”), filed a civil action in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, entitled *Donna Natskakula, et al. v. Dollar Tree Stores, Inc.*, Broward County Circuit Court Case No. 18-002734 (hereinafter referred to as the “State Court Action”).

2. Plaintiff’s Complaint brings one cause of action, which alleges a violation of the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.* (the “FLSA”). Specifically, Plaintiff alleges that Defendant failed to pay Plaintiff overtime in accordance with the overtime requirements of the FLSA during her employment as an Assistant Store Manager.

3. This action is within the original federal question jurisdiction of the United States District Court pursuant to 28 U.S.C. §1331, because Plaintiff has asserted claims under the FLSA.

4. A copy of the Complaint and Summons in the State Court Action were served upon Defendant on February 13, 2018. This constituted Defendant's first legal notice of the State Court Action for purposes of removal. Thus, this Notice of Removal is timely filed pursuant to 28 U.S.C. § 1446(b), and is brought within thirty-days (30) from the date on which Defendant received notice of the State Court Action.

5. For the reasons stated above, this action is removable to this Court pursuant to the provisions of 28 U.S.C. §§ 1331, 1441.

6. The District and Division embracing the place where such action is pending is the United States District Court for the Southern District of Florida, Fort Lauderdale Division. *See* 28 U.S.C. § 1441(a). The Southern District, Fort Lauderdale Division is the appropriate venue because Plaintiff worked for Defendant in Broward County, Florida. *See* Compl. at ¶ 6.

7. A true and correct copy of all process, pleadings, orders and other papers or exhibits of every kind currently on file in the State Court Action are attached hereto as **Composite Exhibit "A,"** as required by 28 U.S.C. § 1446(a).

8. Pursuant to 28 U.S.C. § 1446(d), Defendant is simultaneously providing written notice of the removal to Plaintiff and is filing a copy of this Notice of Removal in the Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida. A copy of Defendant's Notice of Filing Notice of Removal is attached hereto as **Exhibit "B."**

DATED this 12th day of March 2018.

Respectfully submitted,

LITTLER MENDELSON, P.C.
Wells Fargo Center
333 S.E. 2nd Avenue, Suite 2700
Miami, Florida 33131
Tel: (305) 400-7500
Fax: (305) 603-2552

By: */s/Aaron Reed*

Aaron Reed
Florida Bar No. 0557153
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Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of March 2018, a true and correct copy of the foregoing was electronically filed and served via transmission of Notice of Electronic Filing generated by CM/ECF on all counsel or parties of record on the Service List below.

/s/Aaron Reed

Aaron Reed

SERVICE LIST

J. Freddy Perera, Esq.

E-mail: freddy@pererabarnhart.com

Valerie Barnhart, Esq.

E-mail: valerie@pererabarnhart.com

PERERA BARNHART

12555 Orange Drive, Suite 268

Davie, Florida 33330

Tel: (786) 485-5232

Counsel for Plaintiff

Firmwide:153133328.1 061603.1222

COMPOSITE EXHIBIT A

Filing # 67504590 E-Filed 02/05/2018 01:22:03 PM

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO.:

DONNA NATSKAKULA, and
All others similarly situated under
29 U.S.C. §216(b),

Plaintiff,

vs.

DOLLAR TREE STORES, INC.

Defendant.

COMPLAINT

Plaintiff Donna Natskakula ("Plaintiff"), on behalf of herself and all others similarly situated under 29 U.S.C. §216(b), hereby sues Dollar Tree Stores, Inc. ("DTS" or "Defendant"), and alleges as follows:

INTRODUCTION

1. This is an action for unpaid wages pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA").
2. Plaintiff seeks damages within this court's jurisdictional requirements, a reasonable attorneys' fee and costs, and all other remedies allowable by law.
3. This lawsuit is brought as a collective action pursuant to 29 U.S.C. §216(b).
4. Upon information and belief, Defendant has failed to compensate similarly situated employees in accordance with the FLSA by depriving them of the FLSA's required overtime premium.

PARTIES, JURISDICTION AND VENUE

5. DTS is and was a Florida corporation that conducted business in Broward County, Florida during the relevant period.

6. Plaintiff was formerly employed by Defendant and performed work for Defendant in Broward County, Florida.

7. Venue is proper in this Court because Defendant transacts business in this District, Defendant employed Plaintiff in this District, and the claims arose within the District.

GENERAL ALLEGATIONS

A. Defendant' Business, Interstate Commerce, And Employment Of Plaintiff.

8. Defendant operated a dollar store during relevant period.

9. Plaintiff became employed by Defendant on or around September 2016.

10. Plaintiff ceased working for Defendant on or around December 2017.

11. Plaintiff was generally compensated on an hourly basis.

12. Plaintiff's hourly rate of payment was generally \$11.50 an hour.

13. Plaintiff primarily worked at two stores while employed by Defendant—Store 1167 and Store 5219 (the "Stores").

14. During the entire period of her employment with Defendant, Plaintiff served as an Assistant Store Manager.

15. Defendant was Plaintiff's employer for purposes of the FLSA as the term employer is defined by 29 U.S.C. § 203.

16. Upon information and belief, Defendant's annual volume of sales or business exceeded \$500,000 during the relevant period.

17. At all relevant times, Defendant employed two or more employees, including Plaintiff, that customarily, continually, and regularly handled goods and materials that i) were purchased from a person or entity outside the state of Florida and/or ii) were purchased in Florida but had previously traveled through interstate commerce.

18. Upon information and belief, Defendant obtained and solicited funds from non-Florida sources, accepted funds from non-Florida sources, used telephonic transmissions going over state lines to do its business, transmitted funds outside the State of Florida, used electronic means to market and run their business in a way that was not limited to Florida, and otherwise regularly engaged in interstate commerce during the relevant period.

19. Defendant, upon information and belief, accepts credit card payments, wire transfers, and other forms of payments that are made or processed outside the state of Florida.

20. Defendant are employers engaged in interstate commerce and subject to the FLSA.

B. Defendant' Improper Timekeeping Practices.

21. During Plaintiff employment with Defendant, Plaintiff frequently worked over 40 hours a week.

22. Large amounts of time worked by Plaintiff for Defendant was not accounted for by Defendant.

23. Plaintiff was regularly required to performed work for Defendant on an "off-the-clock" basis.

i. Deposits

24. One set of "off-the-clock" hours relate to bank deposits.

25. At the end of morning shifts, Plaintiff was customarily and regularly required to take daily deposits to the bank. This work was performed after Plaintiff was required to “clock out” from work. Plaintiff spent a significant amount of time making the deposits, especially when the bank was busy.

26. Defendant similarly required Plaintiff to perform bank deposits on an “off-the-clock” basis when Plaintiff worked the night shift. During night shifts, however, Defendant regularly required Plaintiff to make bank deposits before she could clock in for work.

ii. Illusory Breaks

27. Defendant purported to provide Plaintiff with three total breaks per shift. Two of the breaks were purportedly set for ten (10) minutes. The third break was supposed to be a thirty (30) minute lunch break.

28. In actuality, however, Plaintiff did not have uninterrupted breaks.

29. The fast pace and understaffing of the stores required Plaintiff to be on-duty at all times—even through her supposed breaks.

30. Plaintiff was almost invariably interrupted during her breaks.

31. Plaintiff was not allowed to engage in purely personal pursuits during her breaks.

32. Plaintiff was forced to work through breaks that she was deemed to be “off-the-clock” for.

33. On at least one occasion, Plaintiff decided to clock back in before her “allotted break” was up because Plaintiff was being required to work during her supposed break.

34. In response, Plaintiff was issued a disciplinary notice by Defendant.

35. The purpose of Defendant’s discipline was to create a chilling effect on Plaintiff’s future attempts to be compensated properly.

iii. Pre-Opening Work

36. When working morning shifts, Defendant required Plaintiff to clock in for work around 8:30 AM.

37. Defendant did not allow Plaintiff to clock in prior to 8:30 AM but made sure to saturate Plaintiff with work that had to be conducted prior to opening the store at 9 AM.

38. Defendant knew that the pre-opening work was impossible to do within the 30 minutes allotted.

39. In order to get the job done properly, Plaintiff would have to begin the pre-opening work prior to 8:30 AM—which Defendant was aware of.

40. On approximately a daily basis, a truck would deliver goods to the Stores at or around 8:30 AM.

41. If the truck was running late, Defendant would not allow Plaintiff to clock in at 8:30 AM.

42. Plaintiff—who would already be at the store—would perform work off-the-clock until the truck arrived.

iv. Post-Closing Work

43. Defendant aimed to close the Stores at 9 PM.

44. Often times, however, there would be customers lingering in the respective store that would cause the store closing to occur past 9 PM.

45. Regardless of any delayed closing, Defendant would require Plaintiff to clock out at 9:30 PM.

46. As with the pre-opening work, Defendant made it impossible for Plaintiff to perform the post-closing work on time—even when the store actually closed at 9 PM.

47. In order to comply with Defendant's post-closing expectations, Plaintiff had to perform work such as finishing drawers, conducting safety deposits, sweeping, and cleaning bathrooms.

48. Defendant was aware of the post-closing work performed by Plaintiff off-the-clock.

C. Defendant's Illegal Payment Practices

49. Although Plaintiff customarily and regularly worked over 40 hours a week, Plaintiff was not compensated for overtime wages in accordance with the Fair Labor Standards Act (FLSA).

50. More specifically, Plaintiff was not paid for the off-the-clock work she performed—work that regularly caused Plaintiff to exceed 40 hours of work a week.

51. Defendant did not pay Plaintiff straight time or overtime for the off-the-clock work.

52. Defendant willfully and intentionally refused to pay Plaintiff in accordance with the FLSA.

53. Defendant failed to keep accurate time records for all hours worked by Plaintiff.

D. Defendant's Illegal Payment Practices Affected All Other Similarly Situated Employees.

54. Upon information and belief, Defendant's pattern and practice of depriving other similarly situated employees of overtime compensation for off-the-clock work is and was pervasive throughout the company during the relevant period.

55. Defendant failed to keep accurate time records for all hours worked by all other similarly situated employees.

56. Plaintiff, on behalf of herself and all other similarly situated employees, has retained undersigned counsel and agreed to pay a reasonable attorneys' fee for all services rendered.

COUNT I

OVERTIME VIOLATION BY DTS UNDER THE FAIR LABOR STANDARDS ACT AS TO PLAINTIFF AND ALL OTHERS SIMILARLY SITUATED

57. Plaintiff re-alleges and incorporates by reference the allegations in paragraphs 1 through 56 above as if fully set forth herein.

58. As part of its business, DTS purchased goods and materials that traveled through interstate commerce.

59. These goods and materials were customarily, continually, and regularly handled by two or more employees, including Plaintiff.

60. Upon information and belief, DTS obtained and solicited funds from non-Florida sources, accepted funds from non-Florida sources, used telephonic transmissions going over state lines to do its business, transmitted funds outside the State of Florida, used electronic means to market and run its business in a way that was not limited to Florida, and otherwise regularly engaged in interstate commerce during the relevant period.

61. DTS, upon information and belief, accepted credit card payments, wire transfers, and other forms of payments made or processed outside the state of Florida during the relevant.

62. DTS is an employer engaged in interstate commerce and subject to the FLSA.

63. During Plaintiff's employment with DTS, Plaintiff worked overtime hours for which Plaintiff was not compensated for in accordance with the FLSA.

64. Plaintiff is owed unpaid overtime compensation pursuant to the FLSA.

65. Other similarly situated non-exempt employees of DTS were also deprived of overtime compensation required by the FLSA.

66. In addition, DTS is liable for double the overtime amounts owed as liquidated damages under the FLSA as a result of its intentional and willful violations for up to the three-year statute of limitations afforded by the FLSA.

WHEREFORE, Plaintiff respectfully requests that the Court:

- a. Enter judgment for Plaintiff against DTS under the FLSA;
- b. Award Plaintiff actual damages for the unpaid wages;
- c. Award Plaintiff liquidated damages;
- d. Award Plaintiff attorneys' fees and costs;
- e. Award Plaintiff all recoverable interest; and
- f. Award any other relief this Honorable Court deems just and proper.

JURY TRIAL

Plaintiff hereby requests a trial by jury with respect to all claims so triable.

Dated: January 31, 2018

Respectfully submitted,

By: /s/ J. Freddy Perera

J. Freddy Perera, Esq.

Florida Bar No. 93625

freddy@pererabarnhart.com

Valerie Barnhart, Esq.

Florida Bar No. 88549

valerie@pererabarnhart.com

PERERA BARNHART

12555 Orange Drive, Suite 268

Davie, Florida 33330

Telephone: 786-485-5232

Counsel for Plaintiffs

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO.:

DONNA NATSKAKULA, and
All others similarly situated under
29 U.S.C. §216(b),

Plaintiff,

vs.

DOLLAR TREE STORES, INC.

Defendant.

NOTICE OF CONSENT TO JOIN COLLECTIVE ACTION

I, DONNA NATSKAKULA, hereby give notice of my consent to join the above-referenced collective lawsuit seeking unpaid wages for violations of the Fair Labor Standards Act pursuant to 29 U.S.C. § 216(b). I further consent to be represented by the PERERA BARNHART in this matter against my prior employers.

Signature: _____

Date: _____

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FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA

Case No.: _____
Judge: _____

Donna Natskakula
Plaintiff

vs.

Dollar Tree Stores, Inc.
Defendant

II. TYPE OF CASE

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence – other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability – commercial
 - Premises liability – residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure \$0 - \$50,000
 - Commercial foreclosure \$50,001 - \$249,999
 - Commercial foreclosure \$250,000 or more
 - Homestead residential foreclosure \$0 - 50,000
 - Homestead residential foreclosure \$50,001 - \$249,999
 - Homestead residential foreclosure \$250,000 or more
 - Non-homestead residential foreclosure \$0 - \$50,000
 - Non-homestead residential foreclosure \$50,001 - \$249,999

- Non-homestead residential foreclosure \$250,00 or more
- Other real property actions \$0 - \$50,000
- Other real property actions \$50,001 - \$249,999
- Other real property actions \$250,000 or more
- Professional malpractice
 - Malpractice – business
 - Malpractice – medical
 - Malpractice – other professional
- Other
 - Antitrust/Trade Regulation
 - Business Transaction
 - Circuit Civil - Not Applicable
 - Constitutional challenge-statute or ordinance
 - Constitutional challenge-proposed amendment
 - Corporate Trusts
 - Discrimination-employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

III. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Non-monetary declaratory or injunctive relief;
- Punitive

IV. NUMBER OF CAUSES OF ACTION: ()
(Specify)

1

V. IS THIS CASE A CLASS ACTION LAWSUIT?

- Yes
- No

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- No
- Yes – If "yes" list all related cases by name, case number and court:

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- Yes
- No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature s/ Jorge Freddy Perera
Attorney or party

FL Bar No.: 93625

(Bar number, if attorney)

Jorge Freddy Perera 02/05/2018
(Type or print name)

Date

Filing # 67782729 E-Filed 02/09/2018 04:11:34 PM

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE-18-002734

DONNA NATSKAKULA, and
All others similarly situated under
29 U.S.C. §216(b),

Plaintiff,

vs.

DOLLAR TREE STORES INC.,
Defendant.

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the Complaint, First request for Production, and First Set of Interrogatories on Defendant:

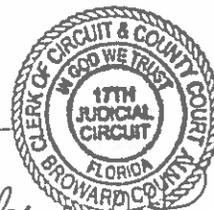
Dollar Tree Stores, Inc.
c/o Corporation Service Company
1201 Hayes Street
Tallahassee, FL 32301-2525

Defendant is required to serve written defenses to the Complaint on Plaintiff's attorney, whose name and address is: **J. Freddy Perera, Esq.**, Perera Barnhart, 12555 Orange Drive, Second Floor, Davie, FL 33330 within 20 calendar days after service of this summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of the Court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the complaint or petition.

DATED O FEB 12 2018

BRENDA FORMAN

By: _____
As Deputy Clerk



Brenda D. Forman
BRENDA D. FORMAN

SUMMONS:

PERSONAL SERVICE OF A CORPORATION

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served upon you to file a written response to the attached Complaint in this Court. A phone call will not protect you. Your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene veinte (20) días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá; si usted desea que el escrito, incluyendo el número del caso y los nombres de las partes interesadas en dicho caso. Si usted no contesta la demanda a tiempo, puede perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda pro su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney." (Demandante o Abogado de Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce Tribunal. Un simple coup de téléphone est insuffisant pour vous protéger; vous êtes obligé de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du Tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocats, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie au carbone ou une photocopie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.

Filed By: J. Freddy Perera, Esq.
Fla. Bar No.: 93625

Address: Perera Barnhart
12555 Orange Drive
Second Floor
Davie, FL 33330
786.485.5232

Filing # 67782729 E-Filed 02/09/2018 04:11:34 PM

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY,
FLORIDA

DONNA NATSKAKULA, and
All others similarly situated under
29 U.S.C. §216(b),

CASE NO.: CACE-18-002734

Plaintiff,

vs.

DOLLAR TREE STORES, INC.,

Defendant.

**PLAINTIFF'S NOTICE OF FILING FIRST SET OF INTERROGATORIES
TO DEFENDANT DOLLAR TREE STORES, INC.**

Plaintiff, DONNA NATSKAKULA, pursuant to Florida Rule of Civil Procedure 1.340, propounds the attached interrogatories numbered 1 through 16, to be answered separately in writing under oath by Defendant, DOLLAR TREE STORES, INC., within forty-five (45) days in accord with Florida Rule Civil Procedure 1.340(a).

[CERTIFICATE OF SERVICE FOLLOWS]

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been served along with the Complaint in this matter.

By: /s/ J. Freddy Perera

J. Freddy Perera, Esq.

Florida Bar No. 93625

freddy@pererabarnhart.com

Valerie Barnhart, Esq.

Florida bar No. 88549

valerie@pererabarnhart.com

PERERA BARNHART

12555 Orange Drive, Second Floor

Davie, Florida 33330

Telephone: 786-485-5232

Counsel for Plaintiff

Filing # 67777502 E-Filed 02/09/2018 03:34:58 PM

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY,
FLORIDA

DONNA NATSKAKULA, and
All others similarly situated under
29 U.S.C. §216(b),

CASE NO.: CACE-18-002734

Plaintiff,

vs.

DOLLAR TREE STORES, INC.,

Defendant.

**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO
DEFENDANT DOLLAR TREE STORES, INC.**

Plaintiff Donna Natskakula ("Plaintiff"), hereby requests that Defendant Dollar Tree Stores, Inc. ("DTS"), produce each document or item responsive to this First Request for Production, for inspection and copying, or forward copies to, the offices of Perera Barnhart, P.A., 12555 Orange Drive, Second Floor, Davie, FL 33330, within thirty (30) days from the date of service.

INTRODUCTION

1. "Document" is defined as broadly permitted under the Florida Rules of Civil Procedure and includes all materials and things subject to production under those Rules. "Document" means the complete original or a true, correct, and complete copy and any non-identical copies of any written or graphic matter, whether printed, graphic, recorded, or reproduced, or stored by any other electronic or mechanical process, or written or produced by hand: affidavits; agreements; e-mails; communications; correspondence; telegrams; memoranda; tape recordings; statements; notes;

summaries or records of telephone conversations; summaries or records of personal conversations or interviews; diaries; log books; calendars; reports; notebooks; computer files (whether stored on disks, tapes, diskettes, hard drive, or otherwise), computer printouts; charts; summaries or records of meetings or conferences; summaries or reports of investigations or negotiations; drafts; letters; any marginal comments or notes appearing on any document; and any and all other writings and physical evidence.

2. The term "all documents" shall mean every document as above-defined known to you and every such document which can be located or discovered by reasonably diligent efforts.

3. If any document called for by a request is withheld on the basis of a claim of privilege (including work product), identify the nature of the claimed privilege as required by Fla. R. Civ. P. 1.280(b)(6), and provide the following information in the objection:

- a. The type of document;
- b. General subject matter of the document; and
- c. The date of the document.

4. This lawsuit" refers to above styled lawsuit.

5. The term "you" or "your" means Defendant DTS.

6. The terms "and" or "or" shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.

7. The words "reflecting," "concerning," "relate to" or "relating" include referring to, responding to, relating to, connected with, regarding, discussing, analyzing, evidencing, showing, depicting, describing, reflecting, implying and constituting.

8. When producing the documents, please keep all documents segregated by the file in which the documents indicate the name of the file in which the documents are contained and the name of the documents being produced.

9. Unless otherwise stated below, the "class relevant period" for each request is February 2, 2015 through February 2, 2018.

10. Unless otherwise stated below, with "relevant period" with respect to Plaintiff is September 1, 2016 through December 31, 2017.

11. The requests below only ask for information that are within your possession, custody and/or control.

12. Responses should be modified and/or supplemented as required by the Florida Rules of Civil Procedure.

DOCUMENTS TO BE PRODUCED

1. Produce all documents (including, but not limited to, any sign-in sheets, time records, etc.) showing the days Plaintiff rendered any services for DTS during the relevant period, as defined above.
2. Produce DTS's tax returns for 2015, 2016, and 2017.
3. Produce all documents showing all goods and materials purchased by DTS during the class relevant period.
4. Produce the entire personnel file for Plaintiff.
5. Produce all documents showing any and all payments made to Plaintiff by DTS.
6. Produce all documents showing or relating to all hours worked by Plaintiff for DTS during the relevant period.
7. Produce documents showing the individuals employed by DTS during the class relevant period, the positions of each individual employee, the classification of each individual employee, the individual's dates of employment, the duties of each individual, how each individual was compensated (hourly or salary), and/or each individual's name and contact information.
8. Produce all documents relating to any prior actual or threatened claim for unpaid wages received by DTS during the previous five (5) years.
9. Produce all documents showing the individuals employed by DTS during the class relevant period.
10. Produce DTS's corporate documents that contain information relating to who has an ownership interest in DTS, how ownership is held, and/or how DTS's corporate structure was designed during the class relevant period.
11. Produce any organizational chart drafted or prepared by DTS that shows its organizational structure during the class relevant period.
12. Produce all employee handbooks/manuals maintained by DTS that were effective during the class relevant period.
13. Produce all documents relating to and/or showing the reason(s) why Plaintiff ceased rendering services for DTS.
14. Produce all documents that relate to and/or evidence the type of work rendered by Plaintiff for DTS during the relevant period.
15. Produce all documents showing the different manners (cash, credit card, wire, etc.) DTS accepted payment for its services during the relevant period.

16. Produce all documents that relate in any way to the allegations in the Complaint.
17. Produce all bank deposit slips completed or signed by Plaintiff during the relevant period.
18. Produce all video footage depicting Plaintiff before or after Plaintiff's work hours during the relevant period.
19. Produce all documents provided by DTS to the Plaintiff prior to Plaintiff rendering any services for DTS.
20. Produce all documents showing all tax documents (1099, W-2, etc.) issued by DTS to Plaintiff.
21. Produce all documents you believe support any defenses you may have to the allegations in Plaintiff's Complaint.
22. Produce all disciplinary notices issued to any employee in DTS Store 1167 or Store 5219 related to timekeeping practices or clocking in or out of work during the class relevant period.
23. Produce all policies, procedures or other documents describing or relating to the job duties of an Assistant Store Manager during the relevant class period.
24. Produce all invoices, delivery confirmations, or other transportation documents for the delivery of inventory or goods to DTS Store 1167 or Store 5219 during the relevant period.
25. Produce all policies, lists, procedures or other documents which describe or relate to what duties or tasks must be performed prior to a DTS Store opening to the public for normal business hours during the relevant class period.
26. Produce all policies, lists, procedures or other documents which describe or relate to what duties or tasks must be performed after the closure of a DTS Store to the public for normal business hours during the relevant class period.
27. Produce all electronically stored data responsive to any of the preceding document requests in its native electronic format.

[CERTIFICATE OF SERVICE ON FOLLOWING PAGE]

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been served along with the Complaint in this matter.

By: /s/ J. Freddy Perera

J. Freddy Perera, Esq.

Florida Bar No. 93625

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Valerie Barnhart, Esq.

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Telephone: 786-485-5232

Counsel for Plaintiff

EXHIBIT B

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO. 18-002734

DONNA NATSKAKULA and
all others similarly situated under
29 U.S.C. §216(b),

Plaintiff,

v.

DOLLAR TREE STORES, INC.,

Defendant.

DEFENDANT'S NOTICE OF FILING NOTICE OF REMOVAL

Defendant DOLLAR TREE STORES, INC. ("Defendant"), by and through the undersigned counsel, hereby files this Notice of Filing Notice of Removal and states as follows:

1. On or about February 9, 2018, Plaintiff filed the Complaint in this matter, alleging a failure to pay overtime compensation in violation of the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.* (the "FLSA").
2. On March 12, 2018, Defendant filed a Notice of Removal in the United States District Court for the Southern District of Florida, Fort Lauderdale Division, under 28 U.S.C. § 1331. A copy of Defendant's Notice of Removal filed in Federal Court is attached as **Exhibit 1**.

DATED this 12th day of March 2018.

Respectfully submitted,

LITTLER MENDELSON, P.C.
Wells Fargo Center
333 S.E. 2nd Avenue, Suite 2700
Miami, Florida 33131
Tel: (305) 400-7500
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By: */s/ Aaron Reed*

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Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of March 2018, filed a true and correct copy of the foregoing document with the Clerk of the Court via the Florida Courts E-Filing Portal and a true and correct copy of the foregoing document was served on all counsel of record or pro se identified on the Service List via the Florida Courts E-Filing Portal.

/s/ Aaron Reed
Aaron Reed

SERVICE LIST

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Firmwide:153133346.1 061603.1222

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Dollar Tree Accused of Skimping on Employees' Overtime Pay](#)
