

1 Gillian Wade, Esq. (State Bar No. 229124)
gwade@milsteinadelman.com
 2 Sara D. Avila (State Bar. No. 263213)
savila@milsteinadelman.com
 3 Marc Castaneda (State Bar No. 299001)
mcastaneda@milsteinadelman.com
 4 **MILSTEIN ADELMAN, LLP**
 10250 Constellation Boulevard, 14th Floor
 5 Los Angeles, California 90067
 Telephone: (310) 396-9600
 6 Facsimile: (310) 396-9635

7 Allan Kanner, Esq. (State Bar No. 109152)
a.kanner@kanner-law.com
 8 Conlee Whiteley, Esq. (*Pro Hac Vice*)
c.whiteley@kanner-law.com
 9 Cynthia St. Amant, Esq. (*Pro Hac Vice*)
c.stamant@kanner-law.com
 10 **KANNER & WHITELEY, L.L.C.**
 701 Camp Street
 11 New Orleans, LA 70130
 Telephone: (504) 524-5777
 12 Facsimile: (504) 524-5763

13 Attorneys for Plaintiff

14 **UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**

16 ROBERTO VEGA, individually and on
 17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 DOLGENCORP, LLC, (d/b/a
 21 DOLLAR GENERAL,
 CORPORATION), a Kentucky limited
 liability company,

22 Defendant.

Case No. 5:16-cv-00242

**CLASS ACTION COMPLAINT AND
 DEMAND FOR JURY TRIAL**

1. Violations of the Consumer Legal Remedies Act, *California Civil Code* §1750, *et seq.*
2. Violations of False and Misleading Advertising Law, *California Business and Professions Code* §17500, *et seq.*
3. Violations of Unfair Competition Law, *California Business and Professions Code* §17200, *et seq.* (unfair and fraudulent prongs)
4. Violations of Unfair Competition Law, *California Business and Professions Code* §17200, *et seq.* (unlawful conduct prong)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 5. Violations of the Song-Beverly Consumer Warranty Act, *California Civil Code* §§1792 & 1791.1(a)
- 6. Violations of the Song-Beverly Consumer Warranty Act, *California Civil Code* §§1792.1 & 1791.1(b)
- 7. Breach of Implied Warranty of Merchantability
- 8. Breach of Implied Warranty of Fitness for a Particular Purpose

Plaintiff Roberto Vega (“Plaintiff”), individually and on behalf of all others similarly situated, makes the following allegations based on his personal knowledge of his own acts and, otherwise, upon information and belief based on investigation of counsel.

NATURE AND SUMMARY OF THE ACTION

1. Plaintiff, by and through undersigned counsel, brings this action both on his own behalf and on behalf of the class and sub-class defined below, comprised of all individuals similarly situated nationwide and within the State of California, to redress the unlawful and deceptive practices employed by Defendant, DOLGENCORP, LLC, (d/b/a Dollar General, Corporation), (hereinafter “Dollar General” or “Defendant”) in connection with its marketing and sale of its company-branded motor oil sold in its stores.

2. During the Class Period (February 8, 2012 to present), Dollar General has sold and continues to sell an entire line of company-branded motor oils (labeled “DG”) that are obsolete and potentially harmful to its customers’ automobiles by using deceptive and misleading sales and marketing tactics including: (a) the positioning of its DG line of obsolete motor oils immediately adjacent to the more expensive standard- and premium-quality motor oils manufactured by its

1 competitors and (b) failing to adequately warn its customers that its DG motor oil
2 is unsuitable for use by the vast majority, if not all, of its customers.

3 3. Dollar General's unlawful and deceptive business practices violate
4 California's Unfair Competition Law, *Business & Professions Code* §17200, *et*
5 *seq.* ("UCL"); California's False Advertising Law, *Business & Professions Code*
6 §17500, *et seq.* ("FAL"); California's Consumer Legal Remedies Act, *Civil Code*
7 §1750, *et seq.* ("CLRA"); the Song-Beverly Consumer Warranty Act, *Civil Code*
8 §§ 1792 and 1791, *et seq.*; and the contractual rights of consumers.

9 **JURISDICTION AND VENUE**

10 4. Jurisdiction is proper in this Court pursuant to the Class Action Fairness Act,
11 28 U.S.C. §§1332(d), because members of the proposed Class and Sub-Class are
12 citizens of States different from Defendant's home states of Kentucky and
13 Tennessee, there are more than 100 Class Members, and the amount-in-
14 controversy exceeds \$5,000,000 exclusive of interest and costs.

15 5. This Court has jurisdiction over Defendant because Defendant is a foreign
16 corporation or association authorized to do business in California and registered
17 with the California Secretary of State, does sufficient business in California, and
18 has sufficient minimum contacts with California or otherwise intentionally avails
19 itself of the laws and markets of California, through the promotion, sale, marketing
20 and distribution of its merchandise in California, to render the exercise of
21 jurisdiction by the California courts permissible.

22 6. Venue is proper in this District under 28 U.S.C. §1391(b) and (c) because
23 Defendant's improper conduct alleged in this complaint occurred in, was directed
24 from, and/or emanated from this judicial district, because Defendant has caused
25 harm to Class Members residing in this district, and/or because the Defendant is
26 subject to personal jurisdiction in this district.

27 7. In addition, Defendant operates over 100 stores in California and has
28 received substantial compensation from California consumers who purchase goods

1 from Defendant.

2 **PARTIES**

3 8. Plaintiff Roberto Vega is an individual adult resident of Perris, California and
4 is a member of the Class and Sub-Class alleged herein.

5 9. Plaintiff purchased Dollar General's DG SAE 10W-30 motor oil from
6 Dollar General's store in Perris, California for his 2000 Nissan Altima. Plaintiff
7 purchased DG-branded motor oil for his own personal use during the Class
8 Period. In so doing, he relied upon the false representations referenced above and
9 believed the DG-branded motor oil was legitimate and suitable for use in his
10 vehicle, and was not aware that it could actually harm his vehicle. Had he known
11 the truth, he would not have purchased the DG-branded motor oil.

12 10. Defendant DOLGENCORP, LLC, d/b/a Dollar General Corporation, is
13 incorporated under the laws of the State of Kentucky, with its headquarters located
14 at 100 Mission Ridge, Goodlettsville, Tennessee. Dollar General maintains over
15 100 stores throughout the state of California.

16 11. At all relevant times, Defendant produced, marketed, distributed and sold
17 its obsolete DG-branded motor oil in its stores throughout the United States,
18 including in the State of California, utilizing deceptive and misleading marketing
19 and sales practices to induce Plaintiff and Class Members into purchasing its
20 obsolete motor oil for use in their modern-day vehicles knowing that its motor oil
21 is obsolete and likely to cause damage to any such vehicle.

22 **FACTUAL ALLEGATIONS**

23 12. Dollar General operates a chain of variety stores headquartered in
24 Goodlettsville, Tennessee. As of January 2015, Dollar General operated over
25 12,198 stores in 43 states, with close to 150 stores located in the State of
26 California.

27 13. Dollar General is a discount retailer focused on low and fixed income
28 consumers in small markets. Dollar General's business model includes locating its

1 stores in rural, suburban communities, and in its more densely populated markets,
2 Dollar General's customers are generally from the neighborhoods surrounding the
3 stores. Dollar General's stores are located with the needs of its core customers
4 (low and fixed income households) in mind.

5 14. Dollar General offers basic every day and household goods, along with a
6 variety of general merchandise at low prices to provide its customers with one-stop
7 shopping opportunities generally in their own neighborhoods.

8 15. In addition to offering name brand and generic merchandise, Dollar
9 General distributes and markets its own lines of inexpensive household products,
10 which bear the designation "DG." DG lines include "DG Auto," "DG Hardware"
11 "DG Health" and "DG Office."

12 16. Dollar General's DG Auto line consists of three types of obsolete motor
13 oil: DG SAE 10W-30, DG SAE 10W-40 and DG SAE-30 that fail to protect and
14 can actively damage, modern-day automobiles.

15 17. Motor oils lubricate the engines of the automobiles driven by individuals.
16 Their main function is to reduce wear on an engine's moving parts. Motor oils
17 also inhibit corrosion, improve sealing and keep engines properly cooled.

18 18. Motor oils have evolved in parallel with the automobiles they are meant to
19 protect. Institutions like the Society of Automotive Engineers ("SAE") employ
20 rigorous tests to ensure that motor oils meet evolving standards relating to, among
21 other criteria, sludge buildup, temperature volatility, resistance to rust, resistance to
22 foaming, resistance to oil consumption, homogeneity and miscibility.

23 19. Motor oils designed to protect engines from earlier eras do not protect, and
24 can harm, modern-day engines. Thus, motor oil that would be suitable to use in an
25 engine manufactured in the 1980's or earlier is not suitable for use in modern-day
26 engines.

27 20. Dollar General engages in the unfair, unlawful, deceptive and fraudulent
28 practice of marketing, selling and causing to be manufactured, obsolete motor oil

1 without adequately warning that its product is unsuitable for, and can harm, the
2 vehicles driven by the overwhelming majority of Dollar General's customers (and
3 the public at large).

4 21. Dollar General misleads customers by using product placement tactics and
5 misleading product labels which obscure a critical fact from Dollar General's
6 customers: Dollar General's motor oil is unfit for, and can harm, the vehicles
7 driven by the vast majority, if not all, of its customers.

8 22. Dollar General's in-house motor oils use the same or similar SAE
9 nomenclature on the front of its labels (*e.g.*, 10W-30, 10W-40, SAE 30) as do the
10 other mainstream, non-harmful, and actually useful brands of motor oil sold by
11 Dollar General. Dollar General places its DG brand motor oil next to these brand
12 motor oil products on its shelves.

13 23. Additionally, the front label of DG's SAE 10W-30 and SAE 10W-40
14 motor oils says, "Lubricates and protects your engine."

15 24. However, among the small print on the back label of Dollar General's
16 motor oils is the statement that DG SAE 10W-30 and DG SAE 10W-40 are
17 admittedly "not suitable for use in most gasoline powered automotive engines built
18 after 1988" and "may not provide adequate protection against the build-up of
19 engine sludge" and that DG SAE 30 is admittedly "not suitable for use in most
20 gasoline powered automotive engines built after 1930," and its "use in modern
21 engines may cause unsatisfactory engine performance or equipment harm."

22 25. Dollar General conceals this language by rendering it in small font and
23 confining it to the product's back label, which is not visible when the products are
24 on the store shelves.

25 26. Dollar General further conceals this language by placing it below a
26 misleading and contradictory message regarding the product. For the DG SAE
27 10W-30 and DG SAE 10W-40 products, that message reads: "SAE 10W-30 motor
28 oil is an all-season, multi-viscosity, heavy duty detergent motor oil recommended

1 for gasoline engines in older model cars and trucks. This oil provides oxidation
2 stability, antiwear performance, and protection against deposits, rust and
3 corrosion.” For the DG SAE 30 product, that message reads: “DG Quality SAE
4 30 is a non-detergent motor oil designed for use in older engines where
5 consumption may be high and economical lubricants are preferred.”

6 27. Few, if any, Dollar General customers drive vehicles for which these
7 products are safe, and the use of the term “older” is a relative term that does not
8 inform a reasonable consumer that these motor oils are not safe for cars
9 manufactured within the past *27 years*, or in the case of Dollar General’s DG SAE
10 30, the past *85 years*.

11 28. Dollar General further disguises the obsolete and harmful nature of its
12 motor oils with its positioning of these motor oils on its shelves in a misleading
13 manner. Specifically, Dollar General places similar quantities of its in-house brand
14 motor oils, DG SAE 10W-30, DG SAE 10W-40 and DG SAE 30, none of which is
15 suitable for modern-day automobiles, adjacent to an array of other motor oils
16 which are suitable for modern-day vehicles.

17 29. Dollar General places its in-house brand motor oils on the same shelves, in
18 the same or similar quantities, as PEAK, Pennzoil, Castrol and other legitimate
19 motor oils that are suitable for modern-day automobiles. Each type of motor oil
20 uses the SAE nomenclature on the front, *e.g.*, 10W-40. The only apparent
21 difference is the price, as Dollar General’s motor oils are less expensive than the
22 others.

23 30. Defendant’s product display conceals the fact that its DG-brand motor oils
24 have an extremely obscure and limited use and are likely to cause damage to the
25 engines of most of its customers’ cars. Defendant’s product positioning and the
26 deceptive label on the motor oil are likely to deceive reasonable consumers.

27 31. Dollar General also fails to warn its customers adequately of the obsolete
28 nature of DG-branded motor oils or of the dangers DG-branded motor oils pose to

1 the very automobiles its customers are trying to protect by purchasing Dollar
2 General's motor oil. An adequate warning for Dollar General's obsolete motor oils
3 would be displayed conspicuously and would inform Dollar General's customers
4 of the appropriate uses, if any, of the various types of Dollar General motor oils.
5 But Dollar General provides its customers with no such conspicuous warnings.
6 Instead, the company buries the aforementioned statements on the back of its
7 products in small type where customers are unlikely to encounter them.

8 32. DG SAE 10W-30 bears the following labels on its front (left) and back
9 (right):



10
11
12
13
14
15
16
17
18 The photograph below is a close-up of DG SAE 10W-30's back label, which
19 includes the warnings, "IT IS NOT SUITABLE FOR USE IN MOST GASOLINE
20 POWERED AUTOMOTIVE ENGINES BUILT AFTER 1988" and "IT MAY
21 NOT PROVIDE ADEQUATE PROTECTION AGAINST THE BUILD-UP OF
22 ENGINE SLUDGE":

23 //

24 //

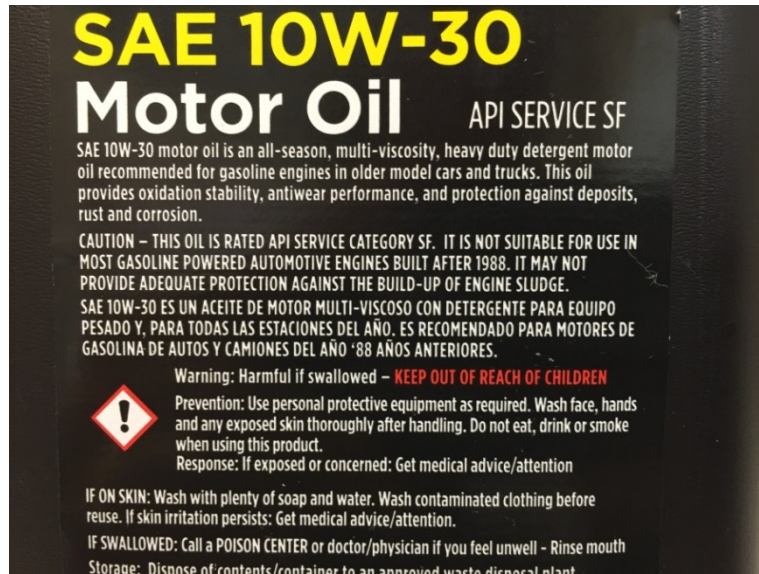
25 //

26 //

27 //

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



33. DG SAE 10W-40 bears the following labels on its front (left) and back (right):



The following photograph is a close-up of DG SAE 10W-40's back label, which includes the warnings, "IT IS NOT SUITABLE FOR USE IN MOST GASOLINE POWERED AUTOMOTIVE ENGINES BUILT AFTER 1988" and "IT MAY NOT PROVIDE ADEQUATE PROTECTION AGAINST THE BUILD-UP OF ENGINE SLUDGE":

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



34. DG SAE 30 bears the following the labels on its front (left) and back (right):



The photograph below is a close-up of DG SAE 30's back label which includes the warnings, "IT IS NOT SUITABLE FOR USE IN MOST GASOLINE POWERED AUTOMOTIVE ENGINES BUILT AFTER 1930" and "USE IN MODERN ENGINES MAY CAUSE UNSATISFACTORY ENGINE PERFORMANCE OR EQUIPMENT HARM":



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

35. Dollar General’s entire line of low-cost motor oil is unsuitable for the modern-day vehicles driven by its customers and has no business being sold by, except that Dollar General is successfully deceiving a sufficient number of customers to make this fraudulent practice worthwhile. It is unfair, unlawful, deceptive and fraudulent for Dollar General to distribute, market, and sell an entire line of motor oil that is unfit for, and presents concrete dangers to, the automobiles driven by the vast majority of its customers.

36. Dollar General knew or should have known that its customers are being deceived by its marketing strategy based on the quantity of its obsolete DG motor oil sold compared to the limited number of automobiles for which these oils are appropriate.

37. California’s consumer protection laws, and the consumer protection laws of every other State and the District of Columbia, are designed to protect consumers from this type of false advertising and predatory conduct.

38. Defendant’s unfair and deceptive course of conduct victimized all purchasers of Dollar General’s motor oil from Dollar General, throughout the country.

39. As a direct and proximate result of Dollar General’s deceptive and fraudulent practices, Plaintiff and the Class Members purchased a product they would not have otherwise purchased and have suffered and will continue to suffer

1 economic damages. Indeed, the products are worthless.

2 40. In addition, many Class Members have sustained damage to their
3 automobiles as a result of the use of Dollar General's DG-branded motor oil and
4 have suffered and will continue to suffer economic damage as a result.

5 41. Plaintiff therefore brings the statutory and common law claims alleged
6 herein to halt Dollar General's deceptive practices and to obtain compensation for
7 the losses suffered by Plaintiff and all Class Members.

8 **Unjust Enrichment**

9 42. Plaintiff and Class Members have conferred substantial benefits on the
10 Defendant by purchasing its useless and harmful motor oil, and Dollar General
11 has consciously and willingly accepted and enjoyed these benefits.

12 43. Defendant knew or should have known that consumers' payments for its
13 obsolete and harmful motor oil were given and received with the expectation that
14 the motor oil would lubricate and protect consumers' engines and would not be
15 harmful to their vehicles.

16 44. Because of the fraudulent misrepresentations, concealments, and other
17 wrongful activities described herein, Defendant has been unjustly enriched by its
18 wrongful receipt of Plaintiff's and Class Members' monies.

19 45. As a direct and proximate result of Defendant's wrongful conduct and
20 unjust enrichment, Plaintiff and Class Members have suffered damages in an
21 amount to be determined at trial.

22 46. Defendant should be required to account for and disgorge all monies,
23 profits and gains which it has obtained or will unjustly obtain in the future at the
24 expense of consumers.

25 **CLASS ACTION ALLEGATIONS**

26 47. Plaintiff brings this class action pursuant to Rule 23(b)(2) and 23(b)(3) of
27 the Federal Rules of Civil Procedure on behalf of himself and all members of the
28 following Class:

1 the Class and Sub-Class described herein and does not have interests antagonistic
2 to, or in conflict with, the other members of the Class and Sub-Class.

3 53. **Typicality.** Plaintiff's claims are typical of the claims of the members of
4 the Class and Sub-Class. Plaintiff and all members of the Class and Sub-Class
5 purchased obsolete, harmful, deceptively labeled and deceptively marketed motor
6 oil from Dollar General and were subjected to Defendant's common course of
7 conduct.

8 54. **Existence and Predominance of Common Questions of Law and Fact.**
9 There are numerous and substantial questions of law and fact common to all Class
10 Members sufficient to satisfy Rule 23(a), and that control this litigation and
11 predominate over any individual issues for purposes of Rule 23(b)(3). Included
12 within the common questions are:

- 13 a) The amount of Defendant's in-house brand motor oil it sold relative to
14 the other brands of oil on its shelves;
- 15 b) The amount of Defendant's in-house brand motor oil it sold relative to
16 the limited number of automobiles for which these motor oils are
17 appropriate;
- 18 c) Whether Defendant studied the effect of its product placement on its
19 shelves;
- 20 d) Whether Defendant studied or tested its label and the effect of its
21 labels on consumers' perceptions;
- 22 e) Whether Defendant studied the susceptibility of consumers;
- 23 f) The cost to Defendant to manufacture, distribute, market and sell its
24 DG-branded motor oil compared to the revenue it received from its
25 sales;
- 26 g) Whether Defendant misrepresented the safety and suitability of its
27 DG-branded motor oil sold at its stores nationwide;
- 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- h) Whether Defendant’s conduct of placing the obsolete Dollar General motor oil next to legitimate, useful motor oil is likely to deceive reasonable consumers;
- i) Whether the warnings provided on the labels of Dollar General’s motor oil were adequate;
- j) Whether Defendant’s conduct of hiding the warnings on the back label is likely to deceive reasonable consumers;
- k) Whether Defendant deliberately misrepresented or failed to disclose material facts to Plaintiff and Class Members regarding the obsolete and harmful nature of its DG-branded motor oil;
- l) Whether Dollar General’s conduct, as alleged herein, is unlawful, unfair, or fraudulent under California’s Unfair Competition Law, California Business & Professions Code §17200, *et seq.*;
- m) Whether Dollar General’s conduct, as alleged herein, violates California’s Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.*;
- n) Whether Dollar General’s conduct, as alleged herein, violates California’s False Advertising Law, California Business and Professions Code § 17500, *et. seq.*;
- o) Whether the Class is entitled to injunctive relief prohibiting the wrongful practices alleged herein and enjoining such practices in the future;
- p) Whether Plaintiff and members of the Class are entitled to restitution;
- q) Whether compensatory, consequential and punitive damages ought to be awarded to Plaintiff and Class Members;
- r) Whether Plaintiff and Class Members are entitled to attorneys’ fees and expenses, and in what amount;

- 1 s) The proper method for calculating damages and restitution classwide;
- 2 and
- 3 t) Whether Plaintiff and Class Members are entitled to declaratory
- 4 and/or other equitable relief.

5
6 **FRCP 23(b)(2)**

7 55. Defendant has acted on grounds generally applicable to the entire Class
8 and Sub-Class, thereby making final injunctive relief and/or corresponding
9 declaratory relief appropriate with respect to the Classes as a whole. The
10 prosecution of separate actions by individual Class Members would create the risk
11 of inconsistent or varying adjudications with respect to individual member of the
12 Classes that would establish incompatible standards of conduct for Defendant.

13 56. Injunctive relief is necessary to prevent further fraudulent and unfair
14 business practices by Defendant. Money damages alone will not afford adequate
15 and complete relief, and injunctive relief is necessary to restrain Defendant from
16 continuing to commit its deceptive, fraudulent and unfair policies.

17 **FRCP 23(b)(3)**

18 57. **Common Issues Predominate:** As set forth in detail herein above, common
19 issues of fact and law predominate because all of Plaintiff's UCL, FAL CLRA, and
20 warranty claims are based on a deceptive common course of conduct. Whether
21 Dollar General's conduct is likely to deceive reasonable consumers and breaches
22 the implied warranties of merchantability and fitness for a particular purpose is
23 common to all members of the Classes and are the predominate issues, and
24 Plaintiff can prove the elements of his claims on a class-wide basis using the same
25 evidence as would be used to prove those elements in individual actions alleging
26 the same claims

27 58. **Superiority.** A class action is superior to other available methods for the
28 fair and efficient adjudication of this controversy for at least the following reasons:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a) Given the size of the claims of individual Class Members, as well as the resources of Dollar General, few Class Members, if any, could afford to seek legal redress individually for the wrongs alleged herein;
- b) This action will permit an orderly and expeditious administration of the claims of Class Members, will foster economies of time, effort and expense and will ensure uniformity of decisions;
- c) Any interest of Class Members in individually controlling the prosecution of separate actions is not practical, creates the potential for inconsistent or contradictory judgments and would create a burden on the court system;
- d) Without a class action, Class Members will continue to suffer damages, Defendant’s violations of law will proceed without remedy, and Defendant will continue to reap and retain the substantial proceeds derived from its wrongful and unlawful conduct. Plaintiff and Class Members have suffered damages as a result of Defendant’s unlawful and unfair conduct. This action presents no difficulties that will impede its management by the Court as a class action.

59. **Notice to the Class:** Notice can be accomplished by publication for most Class Members, and direct notice may be possible for those who are members of a Dollar General rewards program or for whom Dollar General has specific information. Further, publication notice can be easily targeted to Dollar General customers because Defendant only sells the subject motor oil in its own stores.

60. The Class members have suffered economic harm and suffered injury in fact as a result of Dollar General’s misconduct, in that each member purchased Dollar General’s useless and harmful motor oil.

CLAIMS FOR RELIEF

61. Based on the foregoing allegations, Plaintiff’s claims for relief include the following:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIRST CAUSE OF ACTION
VIOLATION OF CALIFORNIA CIVIL CODE § 1750, *et seq.*
California Civil Code §1750, et seq.
(on behalf of the California Sub-Class)

62. Plaintiff incorporates by this reference the allegations contained in the preceding paragraphs as if fully set forth herein.

63. Plaintiff brings this claim under *Civil Code § 1750, et seq.*, the CLRA, on behalf of himself and the Class, who were subject to Defendant’s above-described unfair and deceptive conduct.

64. As alleged hereinabove, Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact and lost money or property as a result of Defendant’s actions as set forth herein.

65. Plaintiff and members of the California Sub-Class are consumers as defined by California Civil Code section 1761(d). The DG-branded motor oils are goods within the meaning of California Civil Code section 1761(a).

66. Plaintiff is concurrently filing the declaration of venue required by *Civil Code § 1780(d)* with this complaint. This cause of action is asserted on behalf of a subclass of the putative California Sub-Class, comprised of those members who purchased DG-branded motor oil within three (3) years of the commencement of this action. Plaintiff and members of the Sub-Class are individuals who have purchased the goods (the DG-branded motor oil) for personal use.

67. Specifically, as described herein, Dollar General made the following representations, expressly or by implication to Plaintiff and Sub-Class Members about the deceptively labeled motor oil: (i) that Dollar General’s DG-branded motor oil was suitable for use in its customers’ automobiles; (ii) that Dollar General’s DG-branded motor oil was safe to use in its customers’ automobiles; and (iii) that Dollar General’s DG-branded motor oil was of similar quality as the other motor oils beside which Dollar General’s DG-branded motor oils were positioned on the shelves in Defendant’s stores.

1 68. These representations were materially misleading.

2 69. Defendant violated and continues to violate the CLRA by engaging in the
3 following practices proscribed by California Civil Code section 1770(a) in
4 transactions with Plaintiff and members of the Sub-Class, which were intended to
5 result in, and did result in, the sale of DG-branded motor oils:

6 a. By representing that DG-branded motor oils “lubricate[] and
7 protect[] your engine,” placing the DG-branded motor oils on
8 shelves next to legitimate motor oils intended for use in modern
9 day vehicles, and failing to adequately warn consumers of the harm
10 their products can cause, Defendant is representing that DG-
11 branded motor oils have characteristics, uses or benefits which they
12 do not have, in violation of Civ. Code § 1770(a)(5);

13 b. By representing that DG-branded motor oils “lubricate[] and
14 protect[] your engine,” and placing the DG-branded motor oils on
15 shelves next to legitimate motor oils intended for use in modern
16 day vehicles, and failing to adequately warn consumers of the harm
17 their products can cause, Defendant is representing that DG-
18 branded motor oils are of a particular standard, quality, or grade,
19 when they are of another, in violation of Civ. Code § 1770(a)(7);

20 c. By representing that DG-branded motor oils “lubricate[] and
21 protect[] your engine,” and placing the DG-branded motor oils on
22 shelves next to legitimate motor oils intended for use in modern
23 day vehicles, and failing to adequately warn consumers of the harm
24 their products can cause, Defendant is “[a]dvertising goods... with
25 intent not to sell them as advertised,” in violation of Civ. C.
26 1770(a)(9); and,

27 d. By representing that DG-branded motor oils “lubricate[] and
28 protect[] your engine,” and placing the DG-branded motor oils on

1 shelves next to legitimate motor oils intended for use in modern
2 day vehicles, and failing to adequately warn consumers of the harm
3 their products can cause, Defendant has represented that the
4 products have “been supplied in accordance with a previous
5 representation when it has not,” in violation of Civ. C. 1770(a)(16).

6 70. Defendant violated the CRLA by failing to adequately warn Plaintiff and
7 members of the Sub-Class that DG-branded motor oils are not suitable for, and can
8 harm, most vehicles on the road.

9 71. Defendant’s actions as described herein were done with conscious
10 disregard of Plaintiff’s rights, and Defendant was wanton and malicious in its
11 concealment of the same.

12 72. Defendant’s wrongful business practices constituted, and constitute, a
13 continuing course of conduct in violation of the CLRA because Defendant
14 continues to sell the obsolete oil without adequate warnings and represent the DG-
15 branded motor oils have characteristics and abilities which the products do not
16 have, and has thus injured and continues to injure Plaintiff and the Sub-Class.

17 73. Plaintiff and other members of the putative Sub-Class have suffered
18 injury in fact and have lost money as a result of Defendant’s deceptive conduct.
19 Plaintiff would not have purchased the DG-branded motor oil if he had known it
20 was obsolete and not suitable for his vehicle, was not capable of protecting or
21 lubricating his vehicle’s engine, and could harm his vehicle.

22 74. Pursuant to *Civil Code* § 1780(a), Plaintiff seeks injunctive relief in the
23 form of enjoining Defendant from (1) selling obsolete oil; (2) expressly or
24 impliedly representing to current and potential purchasers of the DG-branded
25 motor oils that the product is suitable for use in modern day vehicles manufactured
26 after 1988, or in the case of SAE-30, after 1930; (3) providing inadequate warnings
27 as to the harm the oil can cause. Plaintiff also seeks injunctive relief in the form of
28 corrective advertising requiring Defendant to disseminate truthful, adequate

1 disclosures and warnings about the actual uses (to the extent there are any) of the
2 DG-branded motor oils.

3 75. Plaintiff and members of the Sub-Class shall be irreparably harmed if such
4 an order is not granted.

5 76. On February 8, 2016, Plaintiff sent Defendant notice advising Defendant it
6 violated and continues to violate, Section 1770 of the CLRA (the “Notice”)
7 concurrently with the filing of this complaint. The Notice complies in all respects
8 with Section 1782 of the CLRA. Plaintiff sent the Notice by Certified U.S. Mail,
9 return-receipt requested to Defendant at Defendant’s principal place of business.
10 Plaintiff’s Notice advised Defendant it must correct, repair, replace or otherwise
11 rectify its conduct and the product alleged to be in violation of Section 1770,
12 including that Defendant cease falsely and misleadingly advertising its DG brand
13 motor oil, provide corrective advertising and provide restitution to its customers
14 who paid money to Defendant for said products. However, Plaintiff advised
15 Defendant that if it fails to respond to Plaintiff’s demand within thirty (30) days of
16 receipt of this notice, pursuant to Sections 1782(a) and (d) of the CLRA, Plaintiff
17 will amend this complaint to seek restitution, actual damages and punitive
18 damages.

19 **SECOND CAUSE OF ACTION**

20 **Violations of False and Misleading Advertising Law (FAL)**
21 ***California Business and Professions Code §17500, et seq.***
22 **(on behalf of the California Sub-Class)**

23 77. Plaintiff hereby incorporates by reference each of the proceeding
24 allegations as if fully set forth herein.

25 78. At all times relevant hereto, Defendant was a “person” as that term is
26 defined in *California Business and Professions Code §17506*.

27 79. *California Business and Professions Code §17500* provides that “[i]t is
28 unlawful for any person, firm, corporation or association with intent directly or

1 indirectly to dispose of . . . personal property . . . to induce the public to enter into
2 any obligation relating thereto, to make or disseminate or cause to be made or
3 disseminated before the public in this state . . . any statement . . . which is untrue or
4 misleading, and which is known, or which by the exercise of reasonable care
5 should be known, to be untrue or misleading”

6 80. In its advertising for the obsolete DG-branded motor oil, Defendant
7 makes false and misleading statements the product will “lubricate and protect
8 your engine,” deceptively places the products next to legitimate motor oils, and
9 fails to conspicuously or adequately warn consumers that the DG-branded motor
10 oil is not suitable for most vehicles and can harm vehicles manufactured after
11 1988 (or 1930).

12 81. Defendant engaged in the deceptive conduct alleged hereinabove, which
13 included deceptive and untrue representations regarding DG-branded motor oil
14 made to induce the public to purchase the products.

15 82. Defendant’s act of untrue and misleading advertising presents a continuing
16 threat to members of the public because their advertisements induce consumers to
17 purchase its motor oil, which are unsafe and not suitable for use in their
18 automobiles, instead of other motor oils.

19 83. By its actions, Dollar General is disseminating uniform advertising
20 concerning its products and services, which by its nature is unfair, deceptive,
21 untrue, or misleading within the meaning of the *California Business and*
22 *Professions Code §17500, et seq.* Such advertisements are likely to deceive, and
23 continue to deceive, the consuming public for the reasons detailed above.

24 84. Defendant is aware that its advertising is false in that Defendant knows
25 DG-branded motor oil is not suitable for most vehicles on the road today, is not
26 capable of protecting or lubricating the engines of modern day vehicles and that it
27 does not adequately warn consumers about the harmful effects of the product.
28

1 85. As a result of the violations of California law described above, Defendant
2 has been, and will be, unjustly enriched by receipt of millions of dollars in monies
3 received from customers who have purchased and will continue to purchase
4 obsolete and harmful motor oil from its stores which advertise and/or otherwise
5 market in this State and this Country, and which materially misrepresent the
6 quality of its motor oils.

7 86. These misrepresentations and non-disclosures by Dollar General of the
8 material facts detailed above constitute false and misleading advertising and
9 therefore constitute a violation of *California Business and Professions Code*
10 §17500, *et seq.*

11 87. Plaintiff and other members of the putative Sub-Class have suffered injury
12 in fact and have lost money as a result of Defendant's deceptive conduct. Plaintiff
13 would not have purchased the DG-branded motor oil if he had known it was
14 obsolete and not suitable for his vehicle, was not capable of protecting or
15 lubricating his vehicle's engine, and could harm his vehicle.

16 88. Pursuant to *Business & Professions Code* §§ 17203 and 17535, Plaintiff
17 and the members of the Sub-Class seek an order of this Court enjoining Defendant
18 from engaging in the false advertising alleged herein in connection with the
19 marketing and sale of DG-branded motor oil. Additionally, Plaintiff requests the
20 money wrongfully acquired by Defendant by means of the unfair competition and
21 false advertising alleged herein, and will request, in an amended complaint, an
22 order awarding Plaintiff and the Sub-Class restitution.

23 **THIRD CAUSE OF ACTION**

24 **Violations of the Unfair Competition Law (UCL)**

25 **Unfair and Fraudulent Prongs**

26 ***California Business and Profession Code* §17200, *et seq.***

27 **(on behalf of the California Sub-Class)**

28 89. Plaintiff incorporates by this reference the allegations contained in the

1 preceding paragraphs as if fully set forth herein.

2 90. As alleged hereinabove, Plaintiff has standing to pursue this claim as
3 Plaintiff has suffered injury in fact and has lost money or property as a result of
4 Defendant's actions as set forth herein. Specifically, prior to the filing of this
5 action, Plaintiff purchased DG-branded motor oil for his own personal use. In so
6 doing, he relied upon the false representations referenced above and believed the
7 DG-branded motor oil was legitimate and suitable for use in his vehicle, and was
8 not aware that it could actually harm his vehicle.

9 91. Defendant is aware that its conduct is likely to deceive reasonable
10 consumers.

11 92. The misrepresentations, conduct and inadequate disclosures by Defendant
12 are material and constitute an unfair and fraudulent business practice within the
13 meaning of *Business & Professions Code* § 17200, *et seq.*

14 93. Defendant's business practices, as alleged herein, are unfair because: (1)
15 the injury to the consumer is substantial; (2) the injury is not outweighed by any
16 countervailing benefits to consumers or competition; and (3) consumers could not
17 reasonably have avoided the information because Defendant intentionally mislead
18 the consuming public by means of the claims, inadequate warnings and conduct
19 with respect to DG-branded motor oil as set forth herein.

20 94. Defendant's business practices as alleged herein are fraudulent because
21 they are likely to deceive customers into believing that DG-branded motor oil is
22 actually useful for the purpose for which it is sold (to protect and lubricate vehicle
23 engines), and it knows the warnings in small print on the back of products
24 underneath misleading information about the product characteristics will deceive
25 consumers into purchasing oil that has no use to them, is worthless, and which can
26 actually harm their vehicles.

27 95. In addition, Defendant's use of various forms of advertising media to
28 advertise, call attention to or give publicity to the sale of goods or merchandise

1 which are not as represented constitutes unfair competition, unfair, deceptive,
2 untrue or misleading advertising, and an unlawful business practice within the
3 meaning of *Business & Professions Code* § 17200, *et seq.*

4 96. Defendant's wrongful business practices constituted, and constitute, a
5 continuing course of conduct of unfair competition since Defendant is marketing
6 and selling DG-motor oil in a manner likely to deceive the public.

7 97. Defendant has peddled, and continues to peddle, its misrepresentations
8 through a nationwide advertising campaign.

9 98. There were reasonably available alternatives to further Defendant's
10 legitimate business interests, other than the conduct described herein.

11 99. Plaintiff and the putative class members were misled into purchasing DG-
12 motor oil by Defendant's deceptive and fraudulent conduct as alleged
13 hereinabove.

14 100. Plaintiff and other putative Sub-Class Members were misled, and,
15 because the misrepresentations and omissions were uniform and material,
16 presumably believed that DG-motor oil was capable of lubricating and protecting
17 modern day vehicle engines and would not harm them.

18 101. Pursuant to *Business & Professions Code* § 17203, Plaintiff and the
19 members of the Sub-Class seek an order of this Court enjoining Defendant from
20 engaging in the unfair competition alleged herein and ordering corrective
21 advertising in connection with the sale of DG-motor oil. Additionally, Plaintiff
22 will amend this complaint to request an order awarding Plaintiff and the Sub-Class
23 restitution of the money wrongfully acquired by Defendant by means of the unfair
24 competition alleged herein.

25 102. Plaintiff and other members of the putative Sub-Class have suffered
26 injury in fact and have lost money as a result of Defendant's deceptive conduct.
27 Plaintiff would not have purchased the DG-branded motor oil if he had known it
28

1 was obsolete and not suitable for his vehicle, was not capable of protecting or
2 lubricating his vehicle's engine, and could harm his vehicle.

3 **FOURTH CAUSE OF ACTION**

4 **Violations of the Unfair Competition Law (UCL)**

5 **Unlawful Conduct Prong**

6 ***California Business and Profession Code §17200, et seq.***

7 **(on behalf of the California Sub-Class)**

8 103. Plaintiff incorporates by this reference the allegations contained in the
9 preceding paragraphs as if fully set forth herein.

10 104. The actions of Defendant, as alleged herein, constitute illegal and
11 unlawful practices committed in violation of *Business & Professions Code* §
12 17200, *et seq.*

13 105. Defendant has unlawfully marketed, advertised and sold its DG-branded
14 motor oil because: (1) it is violating sections 1770(a)(5), 1770(a)(7), and
15 1770(a)(9) of the CLRA, *Civil Code* § 1750, *et seq.*; (2) it is violating *Business &*
16 *Professions Code* § 17500; and it is violating California *Civil Code* sections 1792
17 & 1791.1(a).

18 106. Plaintiff and other putative class members were misled, and, because the
19 misrepresentations and omissions were uniform and material, presumably
20 believed that DG-motor oil was capable of lubricating and protecting modern day
21 vehicle engines and would not harm them.

22 107. Pursuant to *Business & Professions Code* § 17203, Plaintiff and the
23 members of the Sub-Class seek an order of this Court enjoining Defendant from
24 engaging in the unfair competition alleged herein and corrective advertising in
25 connection with the sale of DG-motor oil. Additionally, Plaintiff will amend this
26 complaint to request an order awarding Plaintiff and the Sub-Class restitution of
27 the money wrongfully acquired by Defendant by means of the unfair competition
28 alleged herein.

1 108. Plaintiff and other members of the putative Sub-Class have suffered
2 injury in fact and have lost money as a result of Defendant’s deceptive conduct.
3 Plaintiff would not have purchased the DG-branded motor oil if he had known it
4 was obsolete and not suitable for his vehicle, was not capable of protecting or
5 lubricating his vehicle’s engine, and could harm his vehicle.

6
7 **FIFTH CAUSE OF ACTION**
8 **Violation of the Song-Beverly Consumer Warranty Act for Breach of**
9 **Implied Warranty of Merchantability, §§ 1792 and 1791.1(a) of the California**
10 **Civil Code**
11 **(on behalf of the California Sub-Class)**

12 109. Plaintiff incorporates by this reference the allegations contained in the
13 preceding paragraphs as if fully set forth herein.

14 110. Plaintiff and members of the California Sub-Class are “retail buyers”
15 within the meaning of §1791(b) of the California Civil Code.

16 111. DG SAE 10W-30, DG SAE 10W-40 and DG SAE 30 are each a
17 “consumer good” within the meaning of §1791(a) of the California Civil Code.

18 112. Dollar General is a “distributor”, “manufacturer”, and/or “retailer” of DG
19 SAE 10W-30, DG SAE 10W-40 and DG SAE 30 within the meaning of §1791(e),
20 (j), and (l) of the California Civil Code.

21 113. Dollar General impliedly warranted to Plaintiff Sub-Class
22 Members that DG SAE 10W-30, DG SAE 10W-40 and DG SAE 30 were
23 “merchantable” as automotive motor oil within the meaning of §§ 1791.1(a) and
24 1792 of the California Civil Code.

25 114. Dollar General breached the implied warranty of merchantability to
26 Plaintiff and Sub- Class Members because DG SAE 10W-30, DG SAE 10W-40
27 and DG SAE 30 (i) are not fit for the ordinary purpose for which they are used; (ii)
28 are not adequately contained, packaged and labeled (*i.e.*, it lacked a sufficiently
conspicuous caution label about the risk posed by the motor oil when used

1 according to the directions on the product packaging); and (iii) do not conform to
2 the promises or affirmations of fact made on the container or label (*i.e.*, that it was
3 at all suitable to use).

4 115. Dollar General's failure to warn Plaintiff and Sub-Class Members
5 adequately about the defective and unsafe quality of the product was willful.

6 116. As a proximate result of Dollar General's breach of the implied warranty
7 of merchantability, Plaintiff and Sub-Class Members sustained damages including
8 but not limited to the receipt of goods they would not have otherwise purchased
9 and which have or are likely to cause damage to their automobiles if used in the
10 manner intended.

11 117. Pursuant to §§ 1791.1(d) and 1794 of the California Civil Code, Plaintiff
12 and the members of the California Sub-Class are entitled to damages, civil
13 penalties and other legal and equitable relief including, a right of reimbursement,
14 as well as costs, expenses and attorneys' fees. Plaintiff will amend this complaint
15 to seek damages.

16 **SIXTH CAUSE OF ACTION**

17 **Violations of Song-Beverly Consumer Warranty Act for Breach of Implied**
18 **Warranty of Fitness, §§ 1792.1 and 1791.1(b) of the California Civil Code**
(on behalf of the California Sub-Class)

19 118. Plaintiff incorporates by this reference the allegations contained in the
20 preceding paragraphs as if fully set forth herein.

21 119. Plaintiff and members of the California Sub-Class are "retail buyers"
22 within the meaning of §1791(b) of the California Civil Code.

23 120. DG SAE 10W-30, DG SAE 10W-40 and DG SAE 30 are each a
24 "consumer good" within the meaning of §1791(a) of the California Civil Code.

25 121. Dollar General is a "distributor", "manufacturer", and/or "retailer" of DG
26 SAE 10W-30, DG SAE 10W-40 and DG SAE 30 within the meaning of §1791(e),
27 (j), and (l) of the California Civil Code.
28

1 122. Defendant specifically marketed DG SAE 10W-30, DG SAE 10W-40 and
2 DG SAE 30 as motor oils that could be used in its customer's automobiles. At the
3 time of the sale of the product, Defendants knew or should have known that
4 Plaintiff and members of the California Sub-Class would (i) use DG SAE 10W-30,
5 DG SAE 10W-40 and DG SAE 30 as motor oil and be exposed to these products'
6 potentially harmful qualities and (ii) reasonably rely on Dollar General's skill or
7 judgment to select or furnish suitable goods.

8 123. Plaintiff and members of the California Sub-Class did in fact purchase DG
9 SAE 10W-30, DG SAE 10W-40 and DG SAE 30 with the particular purpose of
10 using them as motor oil for their automobiles.

11 124. Plaintiff and members of the California Sub-Class did in fact reasonably
12 rely on Dollar General's skill or judgment to furnish suitable goods.

13 125. By manufacturing, marketing, and distributing such products without an
14 adequate warning, Dollar General breached its implied warranty of fitness for a
15 particular purpose and is liable to Plaintiff and the California Sub-Class.

16 126. Dollar General's failure to warn Plaintiff and members of the California
17 Sub-Class adequately about the defective and unsafe quality of the product was
18 willful.

19 127. As a proximate result of Dollar General's breach of the implied warranty
20 of fitness, Plaintiff and members of the California Sub-Class sustained damages,
21 including but not limited to the receipt of goods whose they would not have
22 otherwise purchased and which have or are likely to cause damage to their
23 automobiles if used in the manner intended.

24 128. Pursuant to §§ 1791.1(d) and 1794 of the California Civil Code, Plaintiff
25 and members of the California Sub-Class are entitled to and hereby seek damages,
26 civil penalties and other legal and equitable relief including, a right of
27 reimbursement, as well as costs, expenses and attorneys' fees under this Cause of
28 Action only.

SEVENTH CAUSE OF ACTION
Breach of Implied Warranty of Merchantability
(on behalf of the Class and Sub-Class)

1
2
3 129. Plaintiff incorporates by this reference the allegations contained in the
4 preceding paragraphs as if fully set forth herein.

5 130. Beginning at an exact date unknown to Plaintiff, but at least since four
6 years prior to the filing date of this action, and as set forth above, Defendant
7 represented to consumers, including Plaintiff and Class Members, by
8 labeling/packaging and other means, that DG SAE 10W-30, DG SAE 10W-40, and
9 DG SAE 30 are safe and suitable for use in the automobiles driven by Dollar
10 General’s customers. Plaintiff and Class Members bought those goods from the
11 Defendant.

12 131. Defendant was a merchant with respect to goods of the kind which were
13 sold to Plaintiff and Class Members, and there was in the sale to Plaintiff and Class
14 Members an implied warranty that those goods were merchantable.

15 132. However, Defendant breached that warranty implied in the contract for
16 the sale of goods in that Dollar General’s DG-branded motor oil is in fact not
17 suitable for use in the vehicles driven by the vast majority, if any, of Dollar
18 General’s customers, as set forth in greater detail above.

19 133. As a result thereof Plaintiff and Class Members did not receive goods as
20 impliedly warranted by Defendant to be merchantable.

21 134. As a proximate result of this breach of warranty by Defendant, Plaintiff
22 and Class Members have been damaged. Plaintiff will amend this complaint to
23 seek damages in an amount to be determined at trial.

EIGHTH CAUSE OF ACTION
Breach of Implied Warranty of Fitness for a Particular Purpose
(on behalf of the Class and Sub-Class)

24
25
26
27
28 135. Plaintiff incorporates by this reference the allegations contained in the

1 preceding paragraphs as if fully set forth herein.

2 136. Beginning at an exact date unknown to Plaintiff, but at least since four
3 years prior to the filing date of this action, and as set forth above, Defendant sold
4 its DG-branded motor oils to Plaintiff and Class Members, who bought those
5 goods from Defendant in reliance on Defendant's skill and judgment.

6 137. At the time of sale, Defendant had reason to know the particular purpose
7 for which the goods were required, and that Plaintiff and Class Members were
8 relying on Defendant's skill and judgment to select and furnish suitable goods so
9 that there was an implied warranty that the goods were fit for this purpose.

10 138. However, Defendant breached the warranty implied at the time of sale in
11 that Plaintiff and Class Members did not receive suitable goods, and the goods
12 were not fit for the particular purpose for which they were required in that Dollar
13 General's DG-branded motor oils are not safe or suitable for use in the vast
14 majority, if any, of vehicles driven by Dollar General's customers, as set forth in
15 detail above.

16 139. As a proximate result of this breach of warranty by Defendant, Plaintiff
17 and Class Members have been damaged. Plaintiff will amend this complaint to
18 seek damages in an amount to be determined at trial.

19 **DEMAND/PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff on behalf of himself and members of the Class and
21 Sub-Class defined herein, prays for judgment and relief as follows:

- 22 A. An order certifying that this action may be maintained as a class action;
- 23 B. Compensatory damages as to the Sixth Cause of Action only;
- 24 C. Punitive Damages as to the Sixth Cause of Action only;
- 25 D. Restitution and disgorgement of the unlawful profits collected by the
26 Defendant;
- 27 E. An order providing for declaratory and/or injunctive relief:
- 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Declaring that Defendant must provide accurate representations of the quality of the motor oil sold at its stores;
 2. Enjoining Defendant from continuing the deceptive practices alleged herein; and
 3. Granting other extraordinary equitable and/or injunctive relief as permitted by law, including specific performance, reformation and imposition of a constructive trust;
- F. Prejudgment and post-judgment interest at the prevailing legal rate;
- G. Plaintiff’s attorneys’ fees and costs of suit; and
- H. Such other and further relief as the Court may deem necessary and appropriate.

JURY DEMAND

Plaintiff and Class Members, pursuant to Fed. R. Civ. P. 38(b), hereby demand trial by jury on all issues so triable.

DATED: February 8, 2016

MILSTEIN ADELMAN, LLP

/s/ Gillian L. Wade
Gillian L. Wade
Sara D. Avila
Marc Castaneda
10250 Constellation Boulevard
Suite 1400
Los Angeles, CA 90067
Telephone: (310) 396-9600
Facsimile: (310) 396-9635

KANNER & WHITELEY, L.L.C.
Allan Kanner, Esq.
Conlee Whiteley, Esq.
Cynthia St. Amant, Esq.
701 Camp Street
New Orleans, LA 70130
Telephone: (504) 524-5777
Facsimile: (504) 524-5763

Attorneys for Plaintiff

Complaints and Other Initiating Documents

[5:16-cv-00242 Vega v. Dolgencorp LLC](#)

UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Wade, Gillian on 2/8/2016 at 6:07 PM PST and filed on 2/8/2016

Case Name: Vega v. Dolgencorp LLC

Case Number: [5:16-cv-00242](#)

Filer: Roberto Vega

Document Number: [1](#)

Docket Text:

COMPLAINT Receipt No: 0973-17248201 - Fee: \$400, filed by Plaintiff Roberto Vega. (Attorney Gillian L Wade added to party Roberto Vega(pty:pla))(Wade, Gillian)

5:16-cv-00242 Notice has been electronically mailed to:

Gillian L Wade gwade@milsteinadelman.com, dmarin@milsteinadelman.com

5:16-cv-00242 Notice has been delivered by First Class U. S. Mail or by other means **BY THE FILER** to :

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\Dollar General Complaint for Vega (for filing) 2-8-16.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=2/8/2016] [FileNumber=20953719-0]

[7900e4fb7c441882a2031ed34a58a50a81718f80a68dfb7291b48af0701e6d73df7f

0cce8fc1414d5b076f2be083a152035ca72f41294cd42d3edbd2fe1576df]]