

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**SARAH ANDERSON, individually, and
as the class representative of others
similarly situated,**

Plaintiff,

vs.

CASE NO.

**JOLI VENTURES, INC.,
a domestic corporation,**

**CLEARWATER BEACH TREATS, LLC,
a domestic Limited Liability company,**

JOHN SGRO and LISA SGRO,

Defendants.

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COMPLAINT AND DEMAND FOR JURY TRIAL

The Plaintiff, SARAH ANDERSON, individually, and as class representative of others similarly situated (herein after referred to as "Anderson"), by and through her undersigned counsel, sues JOLI VENTURES, INC., a Florida corporation, CLEARWATER BEACH TREATS, LLC, a domestic limited liability company, JOHN SGRO and LISA SGRO individually (collectively referred to as "Defendants") for violations of the overtime provisions of the Fair Labor Standards Act ("FLSA") 29 USC § 207 and states as follows:

PRELIMINARY STATEMENT

1. The Plaintiff brings this action for violations of the FLSA §207 for failure to pay overtime compensation.

MA-41664
\$200

2. Defendants unlawfully misclassified Plaintiff Anderson as an exempt employee to avoid compensating her for time worked in excess of forty (40) hours per week.

3. Defendants failed to pay Plaintiff in accordance with the FLSA. Specifically, Plaintiff was not paid time and a half of her regular rate of pay for all hours worked in excess of forty (40) hours per week.

4. In this pleading, "Defendants", means the named Defendants, JOLI VENTURES, INC., a domestic corporation, CLEARWATER BEACH TREATS, LLC, a domestic limited liability company, JOHN SGRO and LISA SGRO, individually, and other corporation, organization or entity responsible for the employment practices complained of herein (discovery may reveal additional Defendants that should be included).

5. The allegations in this pleading are made without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proof, or persuasion. Plaintiff reserves all rights to plead in the alternative.

PARTIES, JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over Plaintiff's claims pursuant to 28 USC §§ 1331 and 1337 and 29 USC § 216(b) because this action involves a federal question under the Fair Labor Standards Act.

7. The Court has supplemental jurisdiction with respect to claims arising under state law pursuant to 28 USC § 1367.

8. Venue is proper in the District Court because Defendants operate substantial business in Pinellas County, Florida. Furthermore, the damages complained of occurred in Pinellas County at the Defendants' place of business is located in Clearwater, Florida.

9. Plaintiff is a resident of Pasco County, Florida, and was employed by Defendants as a fast food worker from approximately April 16, 2015 until January 19, 2017.

10. At all times relevant to this action, Plaintiff has been an employee within the meaning of 29 USC § 203(e)(I).

JOHN SGRO AND LISA SGRO

11. Defendants, JOHN SGRO and LISA SGRO are Florida residents and/or are individuals who conduct business in the State of Florida. They are the sole officers of JOLI VENTURES, INC. They created and directed the pay practices and controlled and directed the work of Plaintiff. JOHN SGRO and LISA SGRO are also officers and managers of Defendant, JOLI VENTURES, INC., thus making them employers within the meaning of the FLSA. See In Re: Van Diepen, P.A., 236 F. App'x 498, 12 Wage & Hour Cas. 2d (BNA) 1358 (11th Cir. 2007) (allowing individual liability).

12. Defendants, JOHN SGRO and LISA SGRO, are Florida residents and/or are individuals who conduct business in the State of Florida. They are the controlling officers of CLEARWATER BEACH TREATS, LLC. They created and directed the pay practices and controlled and directed the work of Plaintiff. JOHN SGRO and LISA SGRO are also an officers and managers of Defendant, CLEARWATER BEACH TREATS, LLC., thus making them employers within the meaning of the FLSA. See In Re: Van Diepen, P.A., 236 F. App'x 498, 12 Wage & Hour Cas. 2d (BNA) 1358 (11th Cir. 2007) (allowing individual liability).

JOLI VENTURES INC.

13. Defendant, JOLI VENTURES, INC., is a Florida Corporation with its principal address at 405 Ventura Drive, Oldsmar, FL 34677 and may be served through its registered agent

for service of process, JOHN SGRO, at his stated address at 405 Ventura Drive, Oldsmar, FL 34677.

14. At all times material hereto, JOLI VENTURES, INC. was an "enterprise engaged in commerce" within the meaning of the FLSA.

15. At all times material hereto, JOLI VENTURES, INC. was the "employer" of Plaintiff within the meaning of the FLSA, 29 USC § 203.

CLEARWATER BEACH TREATS, LLC

16. Defendant, CLEARWATER BEACH TREATS, LLC., is a Florida Limited Liability Company with its principal address at 22 Bay Esplanade, Clearwater, FL 33767 and may be served through its registered agent for service of process, Devan Mathura, , at his stated address at 1901 S. John Young Pkwy, Suite 101, Kissimmee, FL 34741.

17. At all times material hereto, CLEARWATER BEACH TREATS, LLC. was an "enterprise engaged in commerce" within the meaning of the FLSA.

18. At all times material hereto, CLEARWATER BEACH TREATS, LLC. was the "employer" of Plaintiff within the meaning of the FLSA, 29 USC § 203.

19. The FLSA defines "employer" as any "person" acting directly or indirectly in the interests of an employer in relation to an employee. 29 USC § 203(d). See also Boucher v. Shaw, 572 Fed. 3d 1087, 1090 (9th Cir. 2009) (the definition of "employer" under the Fair Labor Standards Act (FLSA) is not limited by the common-law concept of "employer", but is to be given an expansive interpretation in order to effectuate the FLSA's broad remedial purposes).

20. This action is brought under the FLSA to recover from Defendants unpaid overtime wages, monies due and owing, liquidated damages, and reasonable attorneys' fees and costs.

21. All conditions precedent to the filing of this action have been performed.

GENERAL ALLEGATIONS

22. Plaintiff Anderson was employed by Defendants as a fast food worker from approximately April 16, 2015 until January 19, 2017.

23. Plaintiff's job duties as a fast food worker included serving food, cleaning facilities, customer service, and cashier duties, and all other activities so directed by JOLI VENTURES, INC., CLEARWATER BEACH TREATS, LLC, and its officers and agents JOHN SGRO and LISA SGRO.

24. Plaintiff was provided with a list of duties and tasks to perform by JOLI VENTURES, INC., CLEARWATER BEACH TREATS, LLC, and its officers and agents JOHN SGRO and LISA SGRO.

25. At all times relevant, Plaintiff was supervised by JOLI VENTURES, INC., CLEARWATER BEACH TREATS, LLC, and its officers and agents JOHN SGRO and LISA SGRO., and did not have the right to independent operations or decision making.

26. Plaintiff worked in excess of forty (40) hours per week but did not receive appropriate overtime compensation.

27. Defendants' failure to properly pay Plaintiff was a willful violation of the FLSA.

28. Defendants have no good faith basis for failing to pay Plaintiff appropriately nor for failing to pay the appropriate overtime.

29. Defendants, as business owners, are fully aware of the minimum hourly pay, overtime, and classification of individuals performing work for the Defendants.

30. Plaintiff does not have the authority to hire, fire, or discipline other employees.

31. Plaintiff is a non-exempt employee whose duties dictate the same; her job duties do not involve the use of discretion in the performance of her job.

32. Plaintiff's position is subject to the FLSA wage provisions.

33. Plaintiff often worked more than eight-hour days for six (6) days per week. Plaintiff worked overtime hours consistently throughout her employment and was not properly compensated.

34. Defendants compensated Anderson at a rate of \$8.50 per hour, \$9.50 per hour and \$10.00 per hour, respectively.

35. For purposes of this action, Defendants operated two Dairy Queen locations in Pinellas County Florida. Those Dairy Queens possessed the same management and two of the same operating/ managing owners. Furthermore, both stores utilized the same payroll company to pay all employees.

36. The two Dairy Queen locations were identical in their operation and Plaintiff was performing the same Job duties under the same management for both locations.

37. Plaintiff was provided a mixed compensation plan by Defendants to avoid compensating her for overtime hours worked in excess of forty (40) hours per work week, often working as many as forty-six (46) hours of uncompensated overtime per pay period.

38. Plaintiff complained to Defendants regarding their unlawful pay practices.

39. After being advised by Plaintiff of the unlawful pay practices, Defendants advised that they would alter their practice and comply with FLSA, but failed to do so repeatedly.

40. Plaintiff ceased work for Defendants under duress due to compensation terms prohibited by the FLSA.

COUNT I
VIOLATION OF OVERTIME PROVISIONS OF THE FLSA (§ 207)
(as to John Sgro)

41. Plaintiff re-adopts and re-alleges the allegations set forth in Paragraph 1 through 40 as if fully set forth herein.

42. Plaintiff was an employee of Defendant within the meaning of 29 USC § 203(e)(1).

43. Defendant is an employer within the meaning of 29 USC § 203(d).

44. The overtime wage provisions set forth in FLSA § 207 apply to Defendant, who engaged in commerce under the definition of the FLSA.

45. During the relevant time period, Plaintiff was not paid overtime compensation for all hours worked in excess of forty (40) per week.

46. During the relevant time period, Defendant required Plaintiff, a non-exempt employee under the FLSA, to regularly work in excess of forty (40) hours per week without payment of overtime.

47. Defendant is, or should have been, aware of FLSA's overtime calculations, its provisions and exemptions, and know, or should have known, that withholding wages from Plaintiff constituted a willful violation of the FLSA.

48. Therefore, Defendant willfully and intentionally engaged in a pattern and practice of violating the overtime provisions of the FLSA by refusing to pay overtime to Plaintiff for all hours worked in excess of forty (40) hours per week.

49. Defendant cannot show in good faith reliance upon any factor or law for misclassifying Plaintiff as an independent contractor.

50. Evidence reflecting the precise number of overtime hours worked by Plaintiff is in the possession of Defendant. If these records are unavailable, Plaintiff may establish the hours

he worked solely by his testimony and the burden of overcoming such testimony shifts to the employer. See Anderson v. Mount Clemens Pottery Company, 328 US 680 (1946).

51. Plaintiff is entitled to time and one-half of her regular hourly rate for each hour worked in excess of forty (40) hours per work week.

52. As a direct result of Defendant's violation of the FLSA, Plaintiff suffered damages by being denied overtime wages in accordance with Section 207 and Section 216(b) of the FLSA, in addition with the damages associated with the loss of her Social Security and employer contributions to Social Security benefits.

53. Defendant has not made a good faith effort to comply with the FLSA with respect to their compensation of Plaintiff.

WHEREFORE, Plaintiff, SARAH ANDERSON, individually, and as class representative of others similarly situated, requests this Honorable Court to:

- A. Order Defendant to pay an award of damages to fully compensate Anderson for overtime wages and other compensation to which he is entitled;
- B. Order Defendant to pay liquidated damages;
- C. Order Defendant to pay pre-judgment interest on all sums due Plaintiff;
- D. Order Defendant to pay compensatory damages allowable at law;
- E. Order Defendant to pay an award of attorney's fees pursuant to 29 USC § 216(b)

and; grant such further relief as the court deems just, necessary, and proper.

COUNT II
VIOLATION OF OVERTIME PROVISIONS OF THE FLSA (§ 207)
(as to Lisa Sgro)

54. Plaintiff re-adopts and re-alleges the allegations set forth in Paragraph 1 through 40 as if fully set forth herein.

55. Plaintiff was an employee of Defendant within the meaning of 29 USC § 203(e)(1).

56. Defendant is an employer within the meaning of 29 USC § 203(d).

57. The overtime wage provisions set forth in FLSA § 207 apply to Defendant, who engaged in commerce under the definition of the FLSA.

58. During the relevant time period, Plaintiff was not paid overtime compensation for all hours worked in excess of forty (40) per week.

59. During the relevant time period, Defendant required Plaintiff, a non-exempt employee under the FLSA, to regularly work in excess of forty (40) hours per week without payment of overtime.

60. Defendant is, or should have been, aware of FLSA's overtime calculations, its provisions and exemptions, and know, or should have known, that withholding wages from Plaintiff constituted a willful violation of the FLSA.

61. Therefore, Defendant willfully and intentionally engaged in a pattern and practice of violating the overtime provisions of the FLSA by refusing to pay overtime to Plaintiff for all hours worked in excess of forty (40) hours per week.

62. Defendant cannot show in good faith reliance upon any factor or law for misclassifying Plaintiff as an independent contractor.

63. Evidence reflecting the precise number of overtime hours worked by Plaintiff is in the possession of Defendant. If these records are unavailable, Plaintiff may establish the hours he worked solely by his testimony and the burden of overcoming such testimony shifts to the employer. See Anderson v. Mount Clemens Pottery Company, 328 US 680 (1946).

64. Plaintiff is entitled to time and one-half of her regular hourly rate for each hour worked in excess of forty (40) hours per work week.

65. As a direct result of Defendant's violation of the FLSA, Plaintiff suffered damages by being denied overtime wages in accordance with Section 207 and Section 216(b) of the FLSA, in addition with the damages associated with the loss of her Social Security and employer contributions to Social Security benefits.

66. Defendant has not made a good faith effort to comply with the FLSA with respect to their compensation of Plaintiff.

WHEREFORE, Plaintiff, SARAH ANDERSON, individually, and as class representative of others similarly situated, requests this Honorable Court to:

- A. Order Defendant to pay an award of damages to fully compensate Anderson for overtime wages and other compensation to which he is entitled;
- B. Order Defendant to pay liquidated damages;
- C. Order Defendant to pay pre-judgment interest on all sums due Plaintiff;
- D. Order Defendant to pay compensatory damages allowable at law;
- E. Order Defendant to pay an award of attorney's fees pursuant to 29 USC § 216(b)

and; grant such further relief as the court deems just, necessary, and proper.

COUNT III
VIOLATION OF OVERTIME PROVISIONS OF THE FLSA (§ 207)
(JOLI Ventures, Inc.)

67. Plaintiff re-adopts and re-alleges the allegations set forth in Paragraph 1 through 40 as if fully set forth herein.

68. Plaintiff was an employee of Defendant within the meaning of 29 USC § 203(e)(1).

69. Defendant is an employer within the meaning of 29 USC § 203(d).

70. The overtime wage provisions set forth in FLSA § 207 apply to Defendant, who engaged in commerce under the definition of the FLSA.

71. During the relevant time period, Plaintiff was not paid overtime compensation for all hours worked in excess of forty (40) per week.

72. During the relevant time period, Defendant required Plaintiff, a non-exempt employee under the FLSA, to regularly work in excess of forty (40) hours per week without payment of overtime.

73. Defendant is, or should have been, aware of FLSA's overtime calculations, its provisions and exemptions, and know, or should have known, that withholding wages from Plaintiff constituted a willful violation of the FLSA.

74. Therefore, Defendant willfully and intentionally engaged in a pattern and practice of violating the overtime provisions of the FLSA by refusing to pay overtime to Plaintiff for all hours worked in excess of forty (40) hours per week.

75. Defendant cannot show in good faith reliance upon any factor or law for misclassifying Plaintiff as an independent contractor.

76. Evidence reflecting the precise number of overtime hours worked by Plaintiff is in the possession of Defendant. If these records are unavailable, Plaintiff may establish the hours he worked solely by his testimony and the burden of overcoming such testimony shifts to the employer. See Anderson v. Mount Clemens Pottery Company, 328 US 680 (1946).

77. Plaintiff is entitled to time and one-half of her regular hourly rate for each hour worked in excess of forty (40) hours per work week.

78. As a direct result of Defendant's violation of the FLSA, Plaintiff suffered damages by being denied overtime wages in accordance with Section 207 and Section 216(b) of the FLSA, in addition with the damages associated with the loss of her Social Security and employer contributions to Social Security benefits.

79. Defendant has not made a good faith effort to comply with the FLSA with respect to their compensation of Plaintiff.

WHEREFORE, Plaintiff, SARAH ANDERSON, individually, and as class representative of others similarly situated, requests this Honorable Court to:

- A. Order Defendant to pay an award of damages to fully compensate Anderson for overtime wages and other compensation to which he is entitled;
- B. Order Defendant to pay liquidated damages;
- C. Order Defendant to pay pre-judgment interest on all sums due Plaintiff;
- D. Order Defendant to pay compensatory damages allowable at law;
- E. Order Defendant to pay an award of attorney's fees pursuant to 29 USC § 216(b)

and; grant such further relief as the court deems just, necessary, and proper.

COUNT IV
VIOLATION OF OVERTIME PROVISIONS OF THE FLSA (§ 207)
(as to Clearwater Beach Treats, LLC)

80. Plaintiff re-adopts and re-alleges the allegations set forth in Paragraph 1 through 40 as if fully set forth herein.

81. Plaintiff was an employee of Defendant within the meaning of 29 USC § 203(e)(1).

82. Defendant is an employer within the meaning of 29 USC § 203(d).

83. The overtime wage provisions set forth in FLSA § 207 apply to Defendant, who engaged in commerce under the definition of the FLSA.

84. During the relevant time period, Plaintiff was not paid overtime compensation for all hours worked in excess of forty (40) per week.

85. During the relevant time period, Defendant required Plaintiff, a non-exempt employee under the FLSA, to regularly work in excess of forty (40) hours per week without payment of overtime.

86. Defendant is, or should have been, aware of FLSA's overtime calculations, its provisions and exemptions, and know, or should have known, that withholding wages from Plaintiff constituted a willful violation of the FLSA.

87. Therefore, Defendant willfully and intentionally engaged in a pattern and practice of violating the overtime provisions of the FLSA by refusing to pay overtime to Plaintiff for all hours worked in excess of forty (40) hours per week.

88. Defendant cannot show in good faith reliance upon any factor or law for misclassifying Plaintiff as an independent contractor.

89. Evidence reflecting the precise number of overtime hours worked by Plaintiff is in the possession of Defendant. If these records are unavailable, Plaintiff may establish the hours he worked solely by his testimony and the burden of overcoming such testimony shifts to the employer. See Anderson v. Mount Clemens Pottery Company, 328 US 680 (1946).

90. Plaintiff is entitled to time and one-half of her regular hourly rate for each hour worked in excess of forty (40) hours per work week.

91. As a direct result of Defendant's violation of the FLSA, Plaintiff suffered damages by being denied overtime wages in accordance with Section 207 and Section 216(b) of the FLSA, in addition with the damages associated with the loss of her Social Security and employer contributions to Social Security benefits.

92. Defendant has not made a good faith effort to comply with the FLSA with respect to their compensation of Plaintiff.

WHEREFORE, Plaintiff, SARAH ANDERSON, individually, and as class representative of others similarly situated, requests this Honorable Court to:

- A. Order Defendant to pay an award of damages to fully compensate Anderson for overtime wages and other compensation to which he is entitled;
- B. Order Defendant to pay liquidated damages;
- C. Order Defendant to pay pre-judgment interest on all sums due Plaintiff;
- D. Order Defendant to pay compensatory damages allowable at law;
- E. Order Defendant to pay an award of attorney's fees pursuant to 29 USC § 216(b)

and; grant such further relief as the court deems just, necessary, and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by this Complaint and on all issues so triable.

WHEREFORE, the Plaintiff, SARAH ANDERSON, individually and as the class representative of others similarly situated, demands judgment for damages, including punitive damages, against the Defendants, JOLI VENTURES, INC., a Florida corporation, CLEARWATER BEACH TREATS, LLC, a domestic limited liability company, JOHN SGRO and LISA SGRO individually, together with such other and further relief as this Honorable Court deems necessary and appropriate.

Dated this 3rd of February, 2017.

TRAGOS, SARTES & TRAGOS, PLLC

/s/ Peter L. Tragos.
Peter L. Tragos, Esq.
601 Cleveland Street, Suite 800
Clearwater, Florida 33755
Phone: (727) 441-9030
Facsimile: (727) 441-9254
Florida Bar No: 0106744
petertragos@greeklaw.com
linda@greeklaw.com

CIVIL COVER SHEET

JS 44 (Rev. 11/15)

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 SARAH ANDERSON, individually and as the class representative of others similarly situated

DEFENDANTS
 JOLI VENTURES, INC., a domestic corporation, CLEARWATER BEACH TREATS, LLC, a domestic limited liability company, JOHN SGRO and LISA SGRO

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

County of Residence of First Listed Defendant Pinellas
 (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Peter L. Tragos, Esq., Tragos, Sartes & Tragos, PLLC
 601 Cleveland Street, Suite 800
 Clearwater, FL 33755

Attorneys (If Known)
 Unknown

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 CIVIL DIVISION

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 checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" 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 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	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act (Excludes Veterans) <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 USC § 207

Brief description of cause:
wage and overtime

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

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

DATE: 02/03/2017 SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Joli Ventures, Clearwater Beach Treats Sued Over Worker Misclassification](#)
