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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Robert Beavers, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

Shima Limousine Services, Inc. and Michelle
Carothers,

Defendants.

No. _____

**COLECTIVE ACTION COMPLAINT
PURSUANT TO THE FAIR LABOR
STANDARDS ACT, 29 U.S.C. § 201, et
seq.**

Plaintiff, Robert Beavers (“Plaintiff Beavers”), individually and on behalf of all others
similarly situated, and by and through the undersigned attorneyas sues the Defendants, Shima
Limousine Services, Inc. (“Defendant Shima Limo”), and Michelle Carothers ("Defendant
Carothers") and alleges as follows:

PARTIES

1. At all material times, Plaintiff Beavers is an individual residing in Lake County,
Ohio.

2. Plaintiff Beavers brings a collective action under the FLSA to recover the
unpaid overtime owed to him individually and on behalf of all other similarly-situated
employees, current and former, of Defendants. Members of the Collective Action are
referred to as the “Collective Members.”

3. The Collective Members are all current and former chauffeurs who were
employed by Defendants at any time starting three years before this Complaint was filed,
up to the present.

1 4. At all material times, Defendant Shima Limo was a corporation duly licensed to
2 transact business in the State of Ohio. Defendant Shima Lima does business, has offices, and/or
3 maintains agents for the transaction of its customary business in Lake County, Ohio.

4 5. At all relevant times, Plaintiff Beavers and the Collective Members were
5 employees of Defendant Shima Limo. At all relevant times, Defendant Shima Limo, acting
6 through its agents, representatives, employees, managers, members, and/or other representatives
7 had the authority to hire and fire employees, supervised and controlled work schedules or the
8 conditions of employment, determined the rate and method of payment, and maintained
9 employment records in connection with Plaintiff Beavers' and the Collective Members'
10 employment with Defendant Shima Limo. In any event, at all relevant times, Defendant Shima
11 Limo was an employer subject to the Fair Labor Standards Act (FLSA) and employed Plaintiff
12 Beavers and the Collective Members.

13 6. At all relevant times, Defendant Carothers owns, operates as a manager of,
14 operates as a member of, and/or possesses a similar interest in Defendant Shima Limo. At all
15 relevant times, Defendant Carothers had the authority to hire and fire employees, supervised and
16 controlled work schedules or the conditions of employment, determined the rate and method of
17 payment, and maintained employment records in connection with Plaintiff Beavers' and the
18 Collective Members' employment with Defendant Shima Limo. In any event, at all relevant
19 times, Defendant Carothers was an employer subject to the FLSA and employed Plaintiff
20 Beavers and the Collective Members.

21 7. Upon information and belief, Defendants were and continue to be residents of
22 Lake County, Ohio.
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1 6. At all relevant times, Plaintiffs were “employees” of Defendant Shima Limo and
2 Defendant Carothers as defined by the FLSA, 29 U.S.C. § 203(e)(1).

3 7. The provisions set forth in 29 U.S.C. § 207 of the FLSA apply to Defendant
4 Shima Limo and Defendant Caothers.

5 8. At all relevant times, Defendant Shima Limo and Defendant Carothers were and
6 continue to be employers as defined by the FLSA, 29 U.S.C. § 203(d).

7 9. Defendants individually and/or through an enterprise or agent, directed and
8 exercised control over Plaintiffs’ work and wages at all relevant times.

9 10. Plaintiffs, in their work for Defendants, were employed by an enterprise engaged
10 in commerce that had annual gross sales of at least \$500,000.

11 **JURISDICTION AND VENUE**

12 8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 29
13 U.S.C. § 201, *et seq.*

14 9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because acts
15 giving rise to the claims of the Plaintiffs occurred within this judicial district, and Defendants
16 regularly conduct business in and have engaged in the wrongful conduct alleged herein – and,
17 thus, are subject to personal jurisdiction in – this judicial district.

18 **BACKGROUND**

19 10. The FLSA was enacted “to protect all covered workers from substandard wages
20 and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S. 728, 739
21 (1981). Under the FLSA and Ohio minimum wage laws, any employer engaged in commerce
22 must pay its employees a minimum wage not less than \$8.10 per hour. See 29 U.S.C. § 206(a).
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1 Under the FLSA, employers must pay their employees one and one half times their regular rate
2 of pay for all time worked in excess of 40 hours in a regular workweek. See 29 U.S.C. § 207(a).

3 **NATURE OF THE CLAIM**

4 11. Defendants own and/or operate Shim Limousine Services, Inc., an enterprise
5 located in Lake County, Ohio.

6 12. Plaintiff Beavers was employed by Defendants from approximately February 1,
7 2016 through approximately November 30, 2017 as a driver. At all material times during his
8 employment with Defendants, Plaintiff Beavers was non-exempt from the FLSA's overtime
9 requirements.
10

11 13. At all material times during their employment with Defendants, the Collective
12 Members were non-exempt from the FLSA's overtime.

13 14. During each and every workweek during which Defendants employed Plaintiff
14 Beavers and the Collective Members, Plaintiff Beavers and the Collective Members were often
15 not paid on an hourly basis and were instead paid on a "per run" basis in which they were paid
16 approximately \$12.00 to \$18.00 for each ride that was assigned to them throughout Plaintiffs
17 Beavers' and the Collective Members' workday.
18

19 15. If Plaintiff Beavers or the Collective Members were not compensated by
20 Defendants on a "per run" basis, and they were instead paid hourly, Defendants generally
21 compensated Plaintiff Beavers and the Collective Members at a rate of approximately \$7.00 per
22 hour which less than both the Federal and Ohio minimum wage.
23

24 16. As a result of Defendants' failure to pay Plaintiff Beavers and the Collective
25 Members minimum wage, Defendants have violated 29 U.S.C. § 206(a).
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1 17. For the entire duration of Plaintiff Beavers' and the Collective Members'
2 employment with Defendants, Defendants had a consistent policy and practice of requiring
3 Plaintiff Beavers and the Collective Members to work well in excess of forty (40) hours per
4 week without paying Plaintiff Beavers and the Collective Members time and a half for hours
5 worked over forty (40) hours per week.

6 18. In a given workweek, and during each and every workweek during which Plaintiff
7 Beavers and the Collective Members worked for Defendants, Plaintiff Beavers and the
8 Collective Members worked in excess of 40 hours without being compensated one-and-one-half
9 times their regular rate of pay.
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11 19. As a result of Defendants' failure to pay time and a half to Plaintiff Beavers and
12 the Collective Members for hours worked over forty (40) hours per week, Defendants violated
13 29 U.S.C. § 207(a).

14 20. Plaintiff Beavers and the Collective Members were non-exempt employees.

15 21. Plaintiff Beavers and the Collective Member were not managers. They did not
16 have supervisory authority over any employees, did not possess the authority to hire or fire
17 employees, did not possess authority to make critical job decisions with respect to any of
18 Defendants' employees, did not direct the work of two or more employees, and did not exercise
19 discretion and independent judgment with respect to matters of significance.
20

21 22. Plaintiff Beavers' and the Collective Members' primary duty was not the
22 management of the enterprise in which they were employed or any recognized department of the
23 enterprise.
24

1 23. From the beginning of Plaintiff Beavers’ and the Collective Members’
2 employment through the present day, Defendants failed to properly compensate them for any of
3 their overtime hours.

4 24. Defendants knew that – or acted with reckless disregard as to whether – their
5 refusal or failure to properly compensate Plaintiff Beavers and the Collective Members over the
6 course of their employment would violate federal and state law, and Defendants were aware of
7 the FLSA minimum wage requirements during Plaintiff Beavers’ and the Collective Members’
8 employment. As such, Defendants’ conduct constitutes a willful violation of the FLSA.
9

10 25. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
11 Beavers and the Collective Members of their rights under the FLSA.

12 26. Plaintiff Beavers has given his written consent to be a party Plaintiff in this
13 action pursuant to 29 U.S.C. § 216(b), a true and accurate copy of which is attached to
14 this Complaint as “**Exhibit A.**”
15

16 COLLECTIVE ACTION ALLEGATIONS

17 27. Plaintiff Beavers and the Collective Members reallege and incorporate by
18 reference all allegations in all preceding paragraphs.

19 28. Plaintiff Beavers brings this action pursuant to 29 U.S.C. § 216(b) on his
20 own behalf and as a representative of individuals similarly situated who are current or
21 former drivers employed by Defendants.
22

23 29. Defendants subjected all of their drivers, including Plaintiff Beavers and
24 the Collective Members, to their policy and practice of not paying their drivers minimum
25 wage and not paying one and one half times their regular rates of pay for time they spent
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1 working in excess of 40 hours in a given workweek, in violation of 29 U.S.C. § 206(a) and
2 207(a).

3 30. At all times material, Plaintiff Beavers and the Collective Members are and
4 have been similarly situated, have had substantially similar job requirements and pay
5 provisions, and are and have been subject to Defendants' decision, policy, plan, and
6 common programs, practices, procedures, protocols, routines, and rules of willfully
7 subjecting Plaintiff Beavers and the Collective Members to their policy and practice of
8 not paying their drivers full minimum wage and not paying one and one half times their
9 regular rates of pay for time they spent working in excess of 40 hours in a given
10 workweek, in violation of 29 U.S.C. § 206(a) and 207(a).

13 31. Plaintiff Beavers' claims stated in this complaint are essentially the same as
14 those of the Collective Members. This action is properly maintained as a collective action
15 because in all pertinent aspects the employment relationship of individuals similarly
16 situated to Plaintiff Beavers is identical or substantially similar.

18 32. The Collective Members perform or have performed the same or similar
19 work as Plaintiff Beavers.

21 33. Defendants' failure to pay full minimum wage or overtime compensation
22 required by the FLSA results from generally applicable policies or practices, and does not
23 depend on the personal circumstances of Plaintiff Beavers or the Collective Members.

24 34. Although the exact amount of damages may vary among the Collective
25 Members, the damages for the Collective Members can be easily calculated by a simple
26 formula. The claims of all Collective Members arise from a common nucleus of facts.
27

1 Liability is based on a systematic course of wrongful conduct by the Defendants that
2 caused harm to all of the Collective Members.

3 35. As such, Plaintiff Beavers brings his FLSA minimum wage and overtime
4 claims as a collective action on behalf of the following class:

5
6 **The FLSA Collective Members are all of Defendants' current
7 and former drivers who were not paid minimum wage and were
8 not paid one and one half times their regular rates of pay for
9 time spent working in excess of 40 hours in a given workweek,
starting three years before this lawsuit was filed up to the
present.**

10 36. Defendants' unlawful conduct, as described in this Collective Action
11 Complaint, is pursuant to Defendants' corporate policy or practice of minimizing labor
12 costs by refusing and/or failing to properly compensate its employees according to the
13 FLSA.
14

15 37. Defendants are aware or should have been aware that federal law prohibited
16 them from not paying their drivers—namely, Plaintiff Beavers and the Collective
17 Members – minimum wage and an overtime premium wage for time spent working in
18 excess of 40 hours per given workweek.
19

20 38. Defendants' unlawful conduct has been widespread, repeated, and
21 consistent.
22

23 39. This action is properly brought and maintained as an opt-in collective
24 action pursuant to 29 U.S.C. § 216(b).

25 40. Upon information and belief, the individuals similarly situated to Plaintiff
26 Beavers include more than thirty (30) employees currently and/or formerly employed by
27

1 Defendants, and Plaintiff Beavers is unable to state the precise number of similarly-
2 situated employees because that information is solely in Defendants' possession, custody,
3 or control, but it can be readily ascertained from their employment records and the
4 records of Defendants' payroll processor.

5
6 41. Notice can be provided to the Collective Members by First Class Mail to
7 the last address known to Defendants, via email at the last known email address known to
8 Defendants, and by text message to the last known telephone number known to
9 Defendants.

10
11 **DAMAGES**

12 42. Plaintiff Beavers and the Collective Members reallege and incorporate by
13 reference all allegations in all preceding paragraphs.

14 43. Plaintiff Beavers and the Collective Members are entitled to recover
15 minimum wage and overtime compensation for the hours they worked in excess of 40 per
16 given workweek for which they were not paid at the federally mandated one and one half
17 times their regular rates of pay.

18
19 44. Plaintiff Beavers and the Collective Members are also entitled to an amount
20 equal to all of their unpaid wages as liquidated damages. 29 U.S.C. § 216(b).

21
22 45. Plaintiff Beavers and the Collective Members are also entitled to recover
23 their attorney's fees and costs as required by the FLSA. 29 U.S.C. § 216(b).

24 **COUNT ONE: FAIR LABOR STANDARDS ACT**
25 **FAILURE AND/OR REFUSAL TO PAY MINIMUM WAGE**

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1 46. Plaintiff Beavers and the Collective Members reallege and incorporate by
2 reference all allegations in all preceding paragraphs.

3 47. During each and every workweek during which Defendants employed Plaintiff
4 Beavers and the Collective Members, they were not paid on an hourly basis and were instead
5 paid on a “per run” basis in which they was paid approximately \$12.00 to \$18.00 for each ride
6 that was assigned to them throughout their workday.

7 48. For the entire duration of Plaintiff Beavers’ and the Collective Members’
8 employment with Defendants, Plaintiff Beavers and the Collective Members would work 12 to
9 18 hours a day for 5 to 7 days per week. In many instances, the “per run” pay at which
10 Defendants compensated Plaintiff Beavers and the Collective Members was not sufficient to
11 constitute minimum wage.
12

13 49. If Plaintiff Beavers or the Collective Members were not compensated by
14 Defendants on a “per run” basis, and they were instead paid hourly, Defendants generally
15 compensated Plaintiff Beavers and the Collective Members at a rate of approximately \$7.00 per
16 hour which less than both the Federal and Ohio minimum wage.
17

18 50. As a result, Defendants have intentionally failed and/or refused to pay Plaintiff
19 Beavers and the Collective Members minimum wage according to the provisions of the FLSA
20 and Ohio law.

21 51. Defendants further have engaged in a widespread pattern and practice of violating
22 the provisions of the FLSA by failing to pay Plaintiffs in accordance with 29 U.S.C. § 206.
23

24 52. Although at this stage, Plaintiff Beavers and the Collective Members are unable to
25 state the exact amount owed for all time worked during the course of their employment, Plaintiff
26 Beavers and the Collective Members believe that such information will become available during
27

1 the course of discovery. Furthermore, when an employer fails to keep complete and accurate
2 time records, employees may establish the hours worked by their testimony, and the burden of
3 overcoming such testimony shifts to the employer.

4 53. Defendants knew that – or acted with reckless disregard as to whether – their
5 refusal or failure to properly compensate Plaintiff Beavers and the Collective Members over the
6 course of their employment would violate federal and state law, and Defendants were aware of
7 the FLSA minimum wage requirements during Plaintiff Beavers’ and the Collective Members’
8 employment. As such, Defendants’ conduct constitutes a willful violation of the FLSA.
9

10 54. Defendants have and continue to willfully violate the FLSA by not paying
11 Plaintiff Beavers and the Collective Members a wage equal to minimum wage.

12 55. As a result of Defendants failure or refusal to pay Plaintiff Beavers and the
13 Collective Members a wage equal to minimum wage for all hours worked by Plaintiff Beavers
14 and the Collective Members, Defendants violated 29 U.S.C. § 206(a). Plaintiff Beavers and the
15 Collective Members are therefore entitled to compensation of minimum wage for all hours
16 worked by Plaintiff Beavers and the Collective Members, to be proven at trial, plus an additional
17 equal amount as liquidated damages, together with interest, reasonable attorney’s fees, and costs.
18

19 56. **WHEREFORE**, Plaintiff Beavers and the Collective Members request that this
20 Court enter Judgment against Defendants Shima Limousine Services, Inc. and Defendant
21 Michelle Carothers, in their favor:

- 22 a. Awarding Plaintiff Beavers and the Collective Members minimum wage
23 compensation in the amount due to them for all of their time worked while
24 working at Shima Limousine Services , Inc.
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- b. Awarding Plaintiff Beavers and the Collective Members liquidated damages in an amount equal to the minimum wage award;
- c. Awarding Plaintiff Beavers and the Collective Members reasonable attorneys’ fees and costs and expenses of the litigation pursuant to 29 U.S.C. § 216(b);
- d. For Plaintiff Beavers’ and the Collective Members’ costs incurred in this action;
- e. Awarding Plaintiff Beavers and the Collective Members pre-judgment interest, at the highest legal rate, on all amounts set forth in subsections (a) and (b) above from the date of the payment due for that pay period until paid in full;
- f. Awarding Plaintiff Beavers and the Collective Members post-judgment interest, at the highest legal rate, on all amounts from the date of such award until paid in full;
- g. For such other and further relief as the Court deems just and proper.

COUNT TWO: FAIR LABOR STANDARDS ACT
FAILURE TO PROVIDE NOTICE OF TIP CREDIT TO PLAINTIFFS

57. Plaintiff Beavers and the Collective Members reallege and incorporate by reference all allegations in all preceding paragraphs.

58. Defendants did not inform Plaintiff Beavers and the Collective Members of the provisions of the “tip credit” in 29 U.S.C. § 203(m).

59. As a result, Defendants were not entitled to take a tip credit against Plaintiff Beavers’ and the Collective Members’ minimum wages.

60. Defendants failed and/or refused to pay Plaintiff Beavers and the Collective Members the full minimum wage according to the provisions of the FLSA for each and every workweek that they worked for Defendants, for the duration of their employment, in violation of 29 U.S.C. § 206(a).

1 61. As such, full applicable minimum wage for such time Plaintiff Beavers and the
2 Collective Members worked is owed to them for the entire time they were employed by
3 Defendants.

4 62. Defendants knew that – or acted with reckless disregard as to whether – their
5 failure to pay Plaintiff Beavers and the Collective Members the full minimum wage over the
6 course of their employment would violate federal law, and Defendants were aware of the FLSA
7 minimum wage requirements during Plaintiff Beavers’ and the Collective Members’
8 employment. As such, Defendants’ conduct constitutes a willful violation of the FLSA.
9

10 63. Plaintiff Beavers and the Collective Members are therefore entitled to
11 compensation for the full minimum wage at an hourly rate, to be proven at trial, plus an
12 additional equal amount as liquidated damages, together with interest, reasonable attorneys’ fees,
13 and costs.

14 64. **WHEREFORE**, Plaintiff Beavers and the Collective Members request that this
15 Court enter Judgment against Defendants Shima Limousine Services, Inc. and Defendant
16 Michelle Carothers, in their favor:
17

18 a. Awarding Plaintiff Beavers and the Collective Members minimum wage
19 compensation in the amount due to them for all of their time worked while
20 working at Shima Limousine Services , Inc.

21 b. Awarding Plaintiff Beavers and the Collective Members liquidated damages in an
22 amount equal to the minimum wage award;

23 c. Awarding Plaintiff Beavers and the Collective Members reasonable attorneys’
24 fees and costs and expenses of the litigation pursuant to 29 U.S.C. § 216(b);

25 d. For Plaintiff Beavers’ and the Collective Members’ costs incurred in this action;
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- e. Awarding Plaintiff Beavers and the Collective Members pre-judgment interest, at the highest legal rate, on all amounts set forth in subsections (a) and (b) above from the date of the payment due for that pay period until paid in full;
- f. Awarding Plaintiff Beavers and the Collective Members post-judgment interest, at the highest legal rate, on all amounts from the date of such award until paid in full;
- g. For such other and further relief as the Court deems just and proper.

COUNT THREE: FAIR LABOR STANDARDS ACT
FAILURE AND/OR REFUSAL TO PAY OVERTIME

65. Plaintiff Beavers and the Collective Members reallege and incorporate by reference all allegations in all preceding paragraphs.

66. In a given workweek, and during each and every workweek, during which Plaintiff Beavers was employed by Defendants, Plaintiff Beavers regularly and consistently worked approximately twenty (20) hours of overtime per week, and Defendants did not pay Plaintiff Beavers one-and-one-half times his regular hourly rate for such time worked.

67. For example, and upon information and belief, during the workweek of September 4, 2016, Plaintiff Beavers was scheduled, and worked, for more than 40 hours. Defendants failed and/or refused to compensate Plaintiff at one-and-one-half times his regular hourly rate for all time he worked in excess of forty (40) hours.

68. Defendants likewise had a consistent enterprise wide policy of requiring the Collective Members to work more than forty (40) hours in any given workweek and failing and/or refusing to compensate the Collective Members at one-and-one-half times their regular hourly rate for all the time they worked in excess of forty (40) hours.

1 69. As a result, Defendants have intentionally failed and/or refused to pay Plaintiff
2 Beavers and the Collective Members overtime according to the provisions of the FLSA.

3 70. Defendants further have engaged in a widespread pattern and practice of violating
4 the provisions of the FLSA by failing to pay Plaintiff Beavers and the Collective Members in
5 accordance with 29 U.S.C. § 207.

6 71. Although at this stage, Plaintiff Beavers and the Collective Members are unable to
7 state the exact amount owed for all time worked during the course of their employment, Plaintiff
8 Beavers and the Collective Members believe that such information will become available during
9 the course of discovery. Furthermore, when an employer fails to keep complete and accurate
10 time records, employees may establish the hours worked by their testimony, and the burden of
11 overcoming such testimony shifts to the employer.
12

13 72. Defendants knew that – or acted with reckless disregard as to whether – their
14 refusal or failure to properly compensate Plaintiff Beavers and the Collective Members over the
15 course of their employment would violate federal and state law, and Defendants were aware of
16 the FLSA minimum wage requirements during their employment. As such, Defendants’ conduct
17 constitutes a willful violation of the FLSA.
18

19 73. Defendants have and continue to willfully violate the FLSA by not paying
20 Plaintiff Beavers and the Collective Members a wage equal to one and one half times their
21 regular hourly rate for all time spent performing labor for Defendants in excess of a regular 40-
22 hour workweek.
23

24 74. As a result of Defendants failure or refusal to pay Plaintiff Beavers and the
25 Collective Members a wage equal to one and one half times their regular hourly rate for work
26 they performed for Defendants in excess of their regular 40-hour workweek, Defendants violated
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1 29 U.S.C. § 207(a). Plaintiff Beavers and the Collective Members are therefore entitled to
2 compensation of one-and-one-half times their regular rate of pay, to be proven at trial, plus an
3 additional equal amount as liquidated damages, together with interest, reasonable attorney's fees,
4 and costs.

5 75. **WHEREFORE**, Plaintiff Beavers and the Collective Members request that this
6 Court enter Judgment against Defendants Shima Limousine Services, Inc. and Defendant
7 Michelle Carothers, in their favor:

- 8
- 9 a. Awarding Plaintiff Beavers and the Collective Members overtime compensation
10 in the amount due to them for all of their time worked in excess of forty (40)
11 hours per work week at an amount equal to one-and-one-half times their regular
12 rate while working at Shima Limousine Services , Inc.
 - 13 b. Awarding Plaintiff Beavers and the Collective Members liquidated damages in an
14 amount equal to the overtime award;
 - 15 c. Awarding Plaintiff Beavers and the Collective Members reasonable attorneys'
16 fees and costs and expenses of the litigation pursuant to 29 U.S.C. § 216(b);
17
 - 18 d. For Plaintiff Beavers' and the Collective Members' costs incurred in this action;
 - 19 e. Awarding Plaintiffs pre-judgment interest, at the highest legal rate, on all amounts
20 set forth in subsections (a) and (b) above from the date of the payment due for that
21 pay period until paid in full;
 - 22 f. Awarding Plaintiff Beavers and the Collective Members post-judgment interest, at
23 the highest legal rate, on all amounts from the date of such award until paid in
24 full;
 - 25 g. For such other and further relief as the Court deems just and proper.
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RESPECTFULLY SUBMITTED this 14th Day of February, 2018.

THE BENDAU LAW FIRM, PLLC

By: /s/ Clifford P. Bendau, II
Clifford P. Bendau, II (OH# 0089601)
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Counsel for Plaintiff

CIVIL COVER SHEET

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

Robert Beavers, individually and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) James L. Simon, 6000 Freedom Square Drive, Freedom Square II - Suite 165, Independence, Ohio 44131, (216) 525-8890 and Clifford P. Bendau, II (please see attachment for contact info)

DEFENDANTS

Shima Limousine Services, Inc. and Michelle Carothers

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes checkboxes for various legal claims like Personal Injury, Contract, Real Property, etc.

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 U.S.C. 206 and 207. Brief description of cause: Wage and Hour

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 Dan Aaron Polster DOCKET NUMBER 1:16-cv-02882-DAP

DATE 02/14/2018 SIGNATURE OF ATTORNEY OF RECORD James L. Simon (OH#0089483)

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

I. Civil Categories: (Please check one category only).

- 1. General Civil
- 2. Administrative Review/Social Security
- 3. Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II. **RELATED OR REFILED CASES.** See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action: is **RELATED** to another **PENDING** civil case is a **REFILED** case was **PREVIOUSLY REMANDED**

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule 3.8, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county
COUNTY: Lake
Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.
COUNTY:

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.
COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

- AKRON (Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)
- CLEVELAND (Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)
- YOUNGSTOWN (Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

- TOLEDO (Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Robert Beavers, et al.,

Plaintiffs,


v.
Shima Limousine Services, Inc., et al.,

Defendants.

No. _____

**PLAINTIFF ROBERT BEAVERS’
CONSENT TO JOIN COLLECTIVE
ACTION AS NAMED PLAINTIFF**

I, Robert Beavers, do hereby consent to be a party plaintiff to the above-entitled action. I have read the complaint to be filed in the United States District Court for the Northern District of Ohio, Eastern Division, and authorize my attorneys, The Bendau Law Firm PLLC and the Law Offices of Simon & Simon, and their associated attorneys (the Attorneys”), to file the Complaint on my behalf and for other employees similarly situated. I authorize the Attorneys to represent me in the Lawsuit and make decisions on my behalf, including how to conduct the Lawsuit, settlement, and all other matters related to the Lawsuit. I agree to provide the Attorneys forty percent (40%) of any recovery they obtain on my behalf in the Lawsuit or the reasonable hourly value of their legal services for time expended in the Lawsuit, as paid by Defendants, whichever is greater. I authorize the Attorneys to deduct from any recovery my pro rata share of any reasonable costs incurred by the Attorneys on my behalf.



Robert Beavers

02/14/2018

Date

Signature Certificate

 Document Reference: NID7SMIMF32ZEN36JNDIKD

RightSignature
Easy Online Document Signing



Robert Beavers

Party ID: GPDLWVJBML6VAS72A72AWR

IP Address: 71.73.7.225

VERIFIED EMAIL: musicandstreetlights86@gmail.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

923334b020d8e2a4a5193d0b493c2f86e58d91d0



Timestamp

2018-02-14 07:43:38 -0800

2018-02-14 07:43:37 -0800

2018-02-14 07:43:35 -0800

2018-02-14 07:42:32 -0800

2018-02-14 07:40:38 -0800

Audit

All parties have signed document. Signed copies sent to: Cliff Bendau and Robert Beavers.

Document signed by Robert Beavers (musicandstreetlights86@gmail.com) with drawn signature. - 71.73.7.225

Robert Beavers verified email address 'musicandstreetlights86@gmail.com'. - 71.73.7.225

Generated Document from Online Form BEAVERS CONSENT FORM; 2-3-18 (BEAVERS-CONSENT-F-cda57b). - 71.73.7.225

Online Form viewed by Robert Beavers (musicandstreetlights86@gmail.com). - 71.73.7.225



This signature page provides a record of the online activity executing this contract.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Ohio

Robert Beavers, et al

Plaintiff

v.

Shima Limousine Services, Inc., et al

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Shima Limousine Services, Inc.
7555 Tyler Blvd.
Mentor, Ohio 44060

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James L. Simon
Law Offices of Simon & Simon
6000 Freedom Square Drive
Freedom Square II - Suite 165
Independence, Ohio 44131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SANDY OPACICH, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify):* _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

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AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Ohio

Robert Beavers, et al

Plaintiff

v.

Shima Limousine Services, Inc., et al

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Michelle Carothers
7555 Tyler Blvd.
Mentor, Ohio 44060

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

James L. Simon
Law Offices of Simon & Simon
6000 Freedom Square Drive
Freedom Square II - Suite 165
Independence, Ohio 44131

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SANDY OPACICH, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Collective Action Claims Shima Limousine Services Owes Chauffeurs Unpaid Overtime \[UPDATE: SETTLED AND DISMISSED\]](#)
