

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.:

WILLIAM G. CORTES
and other similarly-situated individuals,

Plaintiff(s),

v.

EVIO GROUP LLC,
a/k/a EVIO'S PIZZA & GRILL,
ELIO F. SOLARI, and
SANDRO SOLARI, individually

Defendants,

COMPLAINT
(OPT-IN PURSUANT TO 29 U.S.C § 216(b))

COMES NOW the Plaintiff, WILLIAM G. CORTES, and other similarly-situated individuals, by and through the undersigned counsel, and hereby sues Defendants EVIO GROUP LLC, a/k/a EVIO'S PIZZA & GRILL, ELIO F. SOLARI, and SANDRO SOLARI, individually and alleges:

JURISDICTION VENUES AND PARTIES

1. This is an action to recover money damages for unpaid half-time overtime wages under the laws of the United States. This Court has jurisdiction pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201-219 (Section 216 for jurisdictional placement) ("the Act").
2. Plaintiff WILLIAM G. CORTES is a covered employee for purposes of the Act. is a resident of Miami-Dade County, Florida, within the jurisdiction of this Honorable Court. Plaintiff is a covered employee for purposes of the Act.

3. Defendant EVIO GROUP LLC, a/k/a EVIO'S PIZZA & GRILL (hereinafter EVIO'S PIZZA & GRILL, or Defendant) is a Florida corporation, having place of business in Miami-Dade County, Florida, where Plaintiff worked for Defendant, and at all times material hereto, Defendant was engaged in interstate commerce.
4. The individual Defendants ELIO F. SOLARI, and SANDRO SOLARI were and are now, the owners/partners/managers of Defendant Corporation EVIO'S PIZZA & GRILL. These individual Defendants were the employers of Plaintiff and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)].
5. All the actions raised in this complaint took place in Miami/Dade County Florida, within the jurisdiction of this Court.

GENERAL ALLEGATIONS

6. This cause of action is brought by Plaintiff WILLIAM G. CORTES as a collective action to recover from Defendants regular wages, overtime compensation, liquidated damages, and the costs and reasonably attorney's fees under the provisions of Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq* (the "FLA or the "ACT") on behalf of Plaintiff and all other current and former employees similarly situated to Plaintiff ("the asserted class") and who worked in excess of forty (40) hours during one or more weeks on or after September 2015, (the "material time") without being properly compensated.
7. Defendant EVIO'S PIZZA & GRILL, is a pizza restaurant located at 12600 Biscayne Blvd. North Miami, Florida 33181, where Plaintiff worked. The restaurant also offers, burgers, sandwiches, pitas, salads, and other fast-food preparations.
8. Defendants EVIO'S PIZZA & GRILL, ELIO F. SOLARI, and SANDRO SOLARI employed Plaintiff WILLIAM G. CORTES approximately from September 15, 2015, to

December 22, 2017, or 118 weeks. However, Plaintiff's last day of work was December 13, 2017, consequently the relevant employment period is 117 weeks.

9. Plaintiff was hired as a non-exempt hourly employee, his duties included general restaurant work, cleaning and he also performed as a delivery driver.
10. During his relevant time of employment Plaintiff had different wage rates, and he had different work schedules. Plaintiff always worked seven or six days per week, but he worked always more than 40 hours in a week period. Plaintiff was paid for all his hours, but at his regular rate.
11. As per Plaintiff's best recollections, he worked overtime hours at the following wage rates and periods:
12. **1.- From September 15, 2015 to April 28, 2017, or 84 weeks**, Plaintiff worked an average of 65 hours weekly and he was paid at the hourly rate of \$8.05 an hour. Plaintiff was paid for approximately 33 regular hours with company checks and paystubs showing only 33 working hours. The remaining hours were paid to Plaintiff with cash, without any record of the real number of worked hours. Plaintiff was paid for all his hours, but at his regular rate of \$8.05 an hour. Plaintiff was not paid for overtime hours at the mandatory overtime rate.
13. **2.- From April 29, 2017 to July 7, 2017, or 10 weeks**, Plaintiff worked an average of 65 hours weekly and he was paid at the hourly rate of \$9.00 an hour. Plaintiff was paid for approximately 33 regular hours with company check, and paystubs showing about 33 working hours. The remaining hours were paid to Plaintiff with cash without any record of the real number of worked hours. Plaintiff was paid for all his hours, but at his regular rate of \$9.00 an hour. Plaintiff was not paid for overtime hours at the mandatory overtime rate.

14. **3.- From July 8, 2017 to December 13, 2017, or 23 weeks**, Plaintiff was paid a salary of \$300.00 weekly for approximately 33 hours of regular work, (or \$9.00 an hour). Plaintiff received payment with checks and paystubs showing only 33 working hours, the remaining hours were paid mostly in cash payments, without any record of the real number of worked hours. From July 8, 2017 to October 31, 2017 Plaintiff worked an average of 65 hours weekly, but he was not paid for overtime hours. Beginning November 1, 2017, Plaintiff's working hours were reduced to less than 43 hours per week, (6 weeks).
15. Plaintiff was not able to take any bona-fide lunch period during all his time of employment with Defendants.
16. Plaintiff clocked in and out, and Defendants were able to keep track of hours worked by Plaintiff and other employees similarly situated. Plaintiff was paid for all his hours but at his regular wage rate.
17. Therefore, Defendant willfully failed to pay Plaintiff overtime hours at the rate of time and one-half his regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
18. Approximately near the end of October 2017, owner ELIO F. SOLARI approached Plaintiff and promised him a wage rate increase. Defendant requested Plaintiff to keep his wage rate increase secret from the other employees.
19. Instead, on or about November 1, 2017, Plaintiff's working hours were reduced from approximately 65 hours to 41, 42 or 43 hours per week. Plaintiff continued receiving checks and paystubs for no more than 33 hours per week. Any excess hours were paid separately in cash or check, without any record of real number of worked hours.

20. On or about November 13, 2017, Plaintiff complained to owner ELIO F. SOLARI about the reduction in his working hours and demanded to be paid for overtime hours. Defendant promised to fix the problem.
21. This complaint constituted protected activity under the Fair Labor Standards Act.
22. On or about December 13, 2017, Plaintiff had a hypertensive crisis that forced him to get urgent medical care. Plaintiff was given a rest period from December 15 to December 22, 2017.
23. On or about December 22, 2017 Defendants called Plaintiff for a meeting, right before starting his regular shift. In this meeting, Defendants confronted and verbally attacked Plaintiff about his attempts to be paid for overtime hours. He was also accused of recruiting other employees to file a lawsuit against Defendants. Defendants insulted, offended, degraded and then, they fired Plaintiff. Plaintiff left the meeting place feeling very sick, because he suffered a spike in his blood pressure which forced him to take a new rest period.
24. When he recovered, on or about December 28, 2017, Plaintiff contacted Defendants to request his unpaid overtime hours. Defendants agreed to pay Plaintiff the unpaid overtime. Plaintiff attempted to settle his unpaid wages by engaging in negotiations with Defendants during several days.
25. On or about January 10, 2018 as per Defendants' instructions, Plaintiff went to pick up his check from Defendants' home for all the unpaid overtime he was owed. However, Defendant owner SANDRO SOLARI was not home as agreed. Plaintiff contacted Defendant SANDRO SOLARI using his cellphone, during which time Defendant insulted

and humiliated Plaintiff one more time and informed Plaintiff that Defendants would never pay him a single Dollar.

26. After his retaliatory discharge, on or about January 15, or 16, 2018, Plaintiff found in his mailbox a certified letter dated January 11, 2018, in which Defendants pretended that Plaintiff was still employed, and that Defendants were waiting for Plaintiff to provide medical clearance in order to be scheduled to work again. Plaintiff understood that Defendants were trying to prevent him from collecting unemployment benefits.
27. Plaintiff WILLIAM G. CORTES seeks to recover half-time overtime wages for every hour in excess of 40 that he worked, liquidated damages, retaliatory damages, and any other relief as allowable by law.
28. The additional persons who may become Plaintiffs in this action are employees and/or former employees of Defendants who are and who were subject to the unlawful payroll practices and procedures of Defendants and were not paid overtime wages at the rate of time and one half of their regular rate of pay for all overtime hours worked in excess of forty.

COUNT I:
WAGE AND HOUR FEDERAL STATUTORY VIOLATION;
FAILURE TO PAY OVERTIME, AGAINST ALL DEFENDANTS

29. Plaintiff WILLIAM G. CORTES re-adopts each and every factual allegation as stated in paragraphs 1-28 above as if set out in full herein.
30. This cause of action is brought by Plaintiff WILLIAM G. CORTES as a collective action to recover from Defendants overtime compensation, liquidated damages, costs and reasonably attorney's fees under the provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq* (the "FLA or the "ACT"), on behalf of Plaintiff and all

other current and former employees similarly situated to Plaintiff (“the asserted class”) and who worked in excess of forty (40) hours during one or more weeks on or after September 2015, (the “material time”) without being compensated “at a rate not less than one and a half times the regular rate at which he is employed.”

31. Defendant EVIO’S PIZZA & GRILL was and is engaged in interstate commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s)(1)(A). Defendant is a retail business operating as fast food and pizza restaurant and is engaged in interstate commerce. Defendant had more than two employees recurrently engaged in commerce or in the production of goods for commerce by regularly and recurrently ordering restaurant supplies produced out of state, by using the instrumentalities of interstate commerce to accept and solicit funds from non-Florida sources, by using electronic devices to authorize credit card transactions. Upon information and belief, the annual gross revenue of the Employer/Defendant was at all times material hereto in excess of \$500,000 per annum. By reason of the foregoing, Defendant’s business activities involve those to which the Fair Labor Standards Act applies. Therefore, there is FLSA enterprise coverage.

32. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Plaintiff and those similarly-situated through their daily activities were regularly engaged in interstate commerce. Plaintiff regularly handled and worked on goods and materials that were moved across State lines at any time in the course of business. Therefore, there is FLSA individual coverage.

33. Defendants EVIO’S PIZZA & GRILL, ELIO F. SOLARI, and SANDRO SOLARI employed Plaintiff WILLIAM G. CORTES approximately from September 15, 2015, to

December 22, 2017, or 118 weeks. However, Plaintiff's last day of work was December 13, 2017, consequently the relevant employment period is 117 weeks.

34. Plaintiff was hired as a non-exempt hourly employee, his duties included general restaurant work, cleaning and he also performed as a delivery driver.

35. During his relevant time of employment Plaintiff had different wage rates, and he had different work schedules. Plaintiff always worked more than 40 hours in a week period. Plaintiff was paid for all his hours, but at his regular rate.

36. As per Plaintiff's best recollections, he worked overtime hours the following periods, hours, and at the following wage rates:

37. **1.- Period from September 15, 2015 to April 28, 2017, or 84 weeks**, Plaintiff worked an average of 65 hours weekly and he was paid at the hourly rate of \$8.05 an hour.

38. **2.- Period from April 29, 2017 to July 7, 2017, or 10 weeks**, Plaintiff worked an average of 65 hours weekly and he was paid at the hourly rate of \$9.00 an hour.

39. **3.- Period from July 8, 2017 to December 13, 2017, or 23 weeks**, Plaintiff was paid a salary of \$300.00 weekly for approximately 33 hours of regular work, (or \$9.00 an hour). From July 8, 2017 to October 31, 2017 Plaintiff worked an average of 65 hours weekly. Approximately, beginning November 1, 2017, Plaintiff's working hours were reduced to less than 43 hours per week (6 weeks).

40. During all his time of employment with Defendants, Plaintiff was paid for approximately 33 regular hours with company checks and paystubs showing only 33 working hours. The remaining hours were paid to Plaintiff with cash and checks without any record of the real number of worked hours. Plaintiff was paid for all his hours, but at his regular rate.

41. Plaintiff was not able to take any bona-fide lunch period during all his time of employment.

42. Plaintiff clocked in and out, and Defendants were able to keep track of hours worked by Plaintiff and other employees similarly situated.
43. Therefore, Defendant willfully failed to pay Plaintiff overtime hours at the rate of time and one-half his regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
44. The records, if any, concerning the number of hours actually worked by Plaintiff and those similarly situated, and the compensation actually paid to such employees should be in the possession and custody of Defendant. However, upon information and belief, Defendant did not maintain time accurate records of hours worked by Plaintiff and other employees.
45. Defendant violated the record keeping requirements of FLSA, 29 CFR Part 516.
46. Prior to the completion of discovery and to the best of Plaintiff's knowledge, at the time of the filing of this complaint, Plaintiff's good faith estimate of unpaid overtime wages is as follows:

* Please note that these amounts are based on a preliminary calculation and that these figures could be subject to modifications as discovery could dictate. Plaintiff has deducted from period # 3, the last 6 weeks in which he did not work more than 43 hours weekly, resulting in 17 relevant weeks.

a. Total amount of alleged unpaid O/T wages:

Eleven Thousand Four Hundred Seventy-Nine Dollars and 50/100 (\$11,479.50)

b. Calculation of such wages:

Relevant weeks of employment: 117 weeks

1.- Period from September 15, 2015 to April 28, 2017, or 84 weeks @\$8.05 an hour

Total number of weeks: 84 weeks

Total number of relevant weeks: 84 weeks

Total hours worked: 65 hours weekly

Total overtime hours: 25 hours

Regular rate: $\$8.05 \text{ an hour} \times 1.5 = 12.07$ O/T rate – $\$8.07 \text{ paid} = \4.02 half time

Half-time $\$4.02 \times 25$ O/T hours = $\$100.50$ weekly $\times 84$ weeks = $\$8,442.00$

2.- Period from April 29, 2017 to July 7, 2017, or 10 weeks @ \$9.00 an hour

Total number of weeks: 10 weeks

Total number of relevant weeks: 10 weeks

Total hours worked: 65 hours weekly

Total overtime hours: 25 hours

Regular rate: $\$9.00 \text{ an hour} \times 1.5 = 13.50$ O/T rate – $\$9.00 \text{ paid} = \4.50 half time

Half-time $\$4.50 \times 25$ O/T hours = $\$112.50$ weekly $\times 10$ weeks = $\$1,125.00$

3.- Period from July 8, 2017 to December 13, 2017, or 23 weeks (17 relevant) salary @ \$9.00 an hour

Total number of weeks: 23 weeks

Total number of relevant weeks: 17 weeks

Total hours worked: 65 hours weekly

Total overtime hours: 25 hours

Regular rate: $\$9.00 \text{ an hour} \times 1.5 = 13.50$ O/T rate – $\$9.00 \text{ paid} = \4.50 half-time

Half-time $\$4.50 \times 25$ O/T hours = $\$112.50$ weekly $\times 17$ weeks = $\$1,912.50$

Total #1, #2, #3: $\$11,479.50$

c. Nature of wages (e.g. overtime or straight time):

This amount represents unpaid half-time overtime wages.

47. At all times material hereto, the Employer/Defendant failed to comply with Title 29 U.S.C. §207 (a) (1), in that Plaintiff and those similarly-situated performed services and worked in excess of the maximum hours provided by the Act but no provision was made by the Defendant to properly pay them at the rate of time and one half for all hours worked in excess of forty hours (40) per workweek as provided in said Act.
48. Defendant knew and/or showed reckless disregard of the provisions of the Act concerning the payment of overtime wages as required by the Fair Labor Standards Act and remain owing Plaintiff and those similarly-situated these overtime wages since the commencement

of Plaintiff's and those similarly-situated employee's employment with Defendant as set forth above, and Plaintiff and those similarly-situated are entitled to recover double damages.

49. At the times mentioned, individual Defendants ELIO F. SOLARI, and SANDRO SOLARI were the owners/managers of EVIO'S PIZZA & GRILL. Defendants ELIO F. SOLARI, and SANDRO SOLARI were the employers of Plaintiff and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)], in that these individual Defendants acted directly in the interests of EVIO'S PIZZA & GRILL in relation to its employees, including Plaintiff and others similarly situated. Defendants ELIO F. SOLARI, and SANDRO SOLARI ELIO had absolute financial and operational control of the Corporation, determined terms and working conditions of Plaintiff and other similarly situated employees, and they are jointly liable for Plaintiff's damages.

50. Defendants EVIO'S PIZZA & GRILL, ELIO F. SOLARI, and SANDRO SOLARI willfully and intentionally refused to pay Plaintiff overtime wages at the rate of time and one half his regular rate, as required by the law of the United States, and remain owing Plaintiff these overtime wages since the commencement of Plaintiff's employment with Defendants as set forth above.

51. Plaintiff has retained the law offices of the undersigned attorney to represent him in this action and is obligated to pay a reasonable attorneys' fee.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff WILLIAM G. CORTES and those similarly-situated respectfully requests that this Honorable Court:

A. Enter judgment for Plaintiff WILLIAM G. CORTES and other similarly-situated

- individuals and against the Defendants EVIO'S PIZZA & GRILL, ELIO F. SOLARI, and SANDRO SOLARI on the basis of Defendants' willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and
- B. Award Plaintiff WILLIAM G. CORTES actual damages in the amount shown to be due for unpaid overtime compensation for hours worked in excess of forty weekly, with interest; and
 - C. Award Plaintiff an equal amount in double damages/liquidated damages; and
 - D. Award Plaintiff reasonable attorneys' fees and costs of suit; and
 - E. Grant such other and further relief as this Court deems equitable and just and/or available pursuant to Federal Law.

JURY DEMAND

Plaintiff WILLIAM G. CORTES demands trial by jury of all issues triable as of right by jury.

COUNT II:
FEDERAL STATUTORY VIOLATION PURSUANT TO 29 U.S.C. 215 (a)(3)
RETALIATORY DISCHARGE; AGAINST ALL DEFENDANTS

- 52. Plaintiff WILLIAM G. CORTES re-adopts each and every factual allegation as stated in paragraphs 1-28 of this complaint as if set out in full herein.
- 53. This Court has jurisdiction pursuant to The Fair Labor Standards Act, 29 U.S.C. §§ 201-219 (section #216 for jurisdictional placement) as well as the Florida Constitution that vests this action within a court of competent jurisdiction.
- 54. Defendant EVIO'S PIZZA & GRILL was and is engaged in interstate commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s)(1)(A). Defendant is a retail business operating as fast food and pizza restaurant and is engaged in interstate commerce. Defendant had more than two employees recurrently engaged in commerce or in the

production of goods for commerce by regularly and recurrently ordering restaurant supplies produced out of state, by using the instrumentalities of interstate commerce to accept and solicit funds from non-Florida sources, by using electronic devices to authorize credit card transactions. Upon information and belief, the annual gross revenue of the Employer/Defendant was at all times material hereto in excess of \$500,000 per annum. Therefore, there is FLSA enterprise coverage.

55. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Plaintiff and those similarly-situated through their daily activities were regularly engaged in interstate commerce. Plaintiff regularly handled and worked on goods and materials that were moved across State lines at any time in the course of business. Therefore, there is FLSA individual coverage.

56. By reason of the foregoing, Defendant's business activities involve those to which the Fair Labor Standards Act applies.

57. 29 U.S.C. § 207 (a) (1) states, "if an employer employs an employee for more than forty hours in any work week, the employer must compensate the employee for hours in excess of forty at the rate of at least one and one-half times the employee's regular rate...."

58. Likewise, 29 U.S.C. 215(a)(3) states... it shall be unlawful for any person— "to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter, or has testified or is about to testify in any such proceeding,....."

59. Defendants EVIO'S PIZZA & GRILL, ELIO F. SOLARI, and SANDRO SOLARI employed Plaintiff WILLIAM G. CORTES as non-exempt restaurant employee, from approximately September 15, 2015, through December 22, 2017, or 118 weeks.

60. Plaintiff was hired to work as a restaurant employee and delivery driver. During his employment with Defendants, Plaintiff had a wage rate of \$8.05 and \$9.00 an hour.
61. While employed by Defendants, Plaintiff worked more than 40 hours every week period. Plaintiff had an irregular schedule, Plaintiff worked 7 or 6 days per week, an approximate average of 65 hours per week. Plaintiff did not take any bona fide lunch break.
62. Plaintiff was paid with checks and paystubs reflecting a maximum of 33 hours weekly. The remaining hours were paid in cash or check without any record of real hours worked. Plaintiff was paid for all his working hours, but at his regular rate.
63. Plaintiff clocked in and out, and Defendants were able to keep track of hours worked by Plaintiff and other employees similarly situated.
64. Therefore, Defendant willfully failed to pay Plaintiff overtime hours at the rate of time and one-half his regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
65. Approximately near the end of October 2017, owner ELIO F. SOLARI approached Plaintiff and promised him a wage rate increase. Defendant requested Plaintiff to keep his wage rate increase secret from the other employees.
66. Instead, on or about November 1, 2017, Plaintiff's working hours were reduced from approximately 65 hours to 41, 42 to maximum 43 hours per week.
67. As a result, on or about November 13, 2017, Plaintiff complained to owner ELIO F. SOLARI about the reduction of his working hours and demanded to be paid for overtime hours. Defendant ELIO F. SOLARI promised to fix the problem.
68. This complaint constituted protected activity under the Fair Labor Standards Act.

69. On or about December 13, 2017, Plaintiff had a hypertensive crisis that forced him to get urgent medical care. Plaintiff was given a rest period from December 15, to December 22, 2017.
70. On or about December 22, 2017 Defendants called Plaintiff for a meeting right before starting his regular shift. Plaintiff was confident that Defendants would give a fair resolution to his request for overtime payment.
71. Nevertheless, in this meeting Defendants confronted and verbally attacked Plaintiff about his attempts to be paid for overtime hours. He was also accused of recruiting other employees to file a lawsuit against Defendants. Defendants insulted, offended, degraded and then they fired Plaintiff. Plaintiff left the meeting place feeling very sick, because he suffered a spike in his blood pressure which forced him to take a new rest period.
72. When he recovered, on or about December 28, 2017, Plaintiff contacted Defendants to request his unpaid overtime hours. Defendants agreed to pay Plaintiff the unpaid overtime. Plaintiff attempted to settle his unpaid wages by engaging in negotiations with Defendants during several days.
73. On or about January 10, 2018 as per Defendants' instructions, Plaintiff went to pick up his check for all the unpaid overtime he was owed, from Defendants' home. However, Defendant owner SANDRO SOLARI was not home as agreed. Plaintiff contacted Defendant SANDRO SOLARI using his cellphone, during which time Defendant insulted and humiliated Plaintiff one more time and informed Plaintiff that Defendant would never pay him a single Dollar.

74. At all time during his employment with Defendants, Plaintiff performed his duties satisfactorily. There was no reason other than a retaliatory action to terminate Plaintiff's employment with Defendants.

75. There is close proximity between Plaintiff's last protected activity and his termination.

76. At the times mentioned, individual Defendants ELIO F. SOLARI, and SANDRO SOLARI were the owners/managers of EVIO'S PIZZA & GRILL. Defendants ELIO F. SOLARI, and SANDRO SOLARI were the employers of Plaintiff and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)], in that these individual Defendants acted directly in the interests of EVIO'S PIZZA & GRILL in relation to its employees, including Plaintiff and others similarly situated. Defendants ELIO F. SOLARI, and SANDRO SOLARI ELIO had absolute financial and operational control of the Corporation, determined terms and working conditions of Plaintiff and other similarly situated employees, and they are jointly liable for Plaintiff's damages.

77. Defendants EVIO'S PIZZA & GRILL, ELIO F. SOLARI, and SANDRO SOLARI willfully and intentionally refused to pay Plaintiff unpaid regular and overtime wages as required by the law of the United States and remain owing Plaintiff these wages since the commencement of Plaintiff's employment with Defendants as set forth above.

78. The Defendants' termination of the Plaintiff was in direct violation of 29 U.S.C. 215 (a) (3) and, as a direct result, Plaintiff has been damaged.

79. Plaintiff WILLIAM G. CORTES seeks to recover half-time overtime wages for every hour in excess of 40 that he worked, liquidated damages, retaliatory damages, and any other relief as allowable by law.

80. After Plaintiff's firing and his failed settlement negotiations, Defendants continued their retaliatory actions. On or about January 15, or 16, 2018, Plaintiff found in his mailbox a certified letter dated January 11, 2018, in which Defendants pretended that Plaintiff was still employed, by stating that Defendants were waiting for Plaintiff's medical clearance, in order to be scheduled to work again. Plaintiff understood that Defendants were trying to prevent him from collecting unemployment benefits.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff WILLIAM G. CORTES respectfully requests that this Honorable Court:

- A. Issue a declaratory judgment that Defendants' acts, policies, practices and procedures complained of herein violated provisions of the Fair Labor Standards Act;
- B. Enter judgment against Defendants EVIO'S PIZZA & GRILL, ELIO F. SOLARI, and SANDRO SOLARI that Plaintiff recovers compensatory, damages and an equal amount of liquidated damages as provided under the law and in 29 U.S.C. § 216(b);
- C. That Plaintiff recovers an award of reasonable attorney fees, costs, and expenses.
- D. Order the Defendants EVIO'S PIZZA & GRILL, ELIO F. SOLARI, and SANDRO SOLARI to make whole the Plaintiff by providing appropriate back pay and other benefits wrongly denied in an amount to be shown at trial and other affirmative relief;
- E. Plaintiff WILLIAM G. CORTES further prays for such additional relief as the interests of justice may require.

JURY DEMAND

Plaintiff WILLIAM G. CORTES demands trial by jury of all issues triable as of right by jury.

Dated: March 9, 2018

Respectfully submitted,

By: /s/ Zandro E. Palma
ZANDRO E. PALMA, P.A.
Florida Bar No.: 0024031
9100 S. Dadeland Blvd.
Suite 1500
Miami, FL 33156
Telephone: (305) 446-1500
Facsimile: (305) 446-1502
zep@thepalmlawgroup.com
Attorney for Plaintiff

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 THE REVERSE OF THE FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

WILLIAM G. CORTES

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

(c) Attorney's (Firm Name, Address, and Telephone Number)

The Law Office of Zandro E. Palma, P.A.
9100 South Dadeland Blvd., Suite 1500, Miami, FL 33156
Tel: (305) 446-1500

DEFENDANTS

EVIO GROUP LLC, ELIO F. SOLARI, and SANDRO SOLARI

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

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

Attorneys (If Known)

(d) Check County Where Action Arose: [X] MIAMI-DADE [] MONROE [] BROWARD [] PALM BEACH [] MARTIN [] ST. LUCIE [] INDIAN RIVER [] OKEECHOBEE HIGHLANDS

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

- [] 1 U.S. Government Plaintiff
[X] 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)

Table with columns for PTF and DEF for Citizen of This State, Citizen of Another State, and Citizen or Subject of a Foreign Country, with sub-columns for Incorporated or Principal Place of Business.

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

Large table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

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

- [X] 1 Original Proceeding
[] 2 Removed from State Court
[] 3 Re-filed- (see VI below)
[] 4 Reinstated or Reopened
[] 5 Transferred from another district (specify)
[] 6 Multidistrict Litigation
[] 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

a) Re-filed Case [] YES [X] NO b) Related Cases [] YES [X] NO
(See instructions second page): JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
29 U.S.C.
LENGTH OF TRIAL via 3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

[X] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD /s/ Zandro E. Palma, Esq.

DATE March 9, 2018

FOR OFFICE USE ONLY

AMOUNT RECEIPT # IFP

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

WILLIAM G. CORTES

Plaintiff

v.

EVIO GROUP LLC, ELIO F. SOLARI, and SANDRO SOLARI

Defendant

)
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)
)
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ELIO F. SOLARI

1504 NE 128ST
NORTH MIAMI, FL 33161

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:

The Law Office of Zandro E. Palma, P.A.
9100 South Dadeland Boulevard
Suite 1500
Miami, FL 33156

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.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

WILLIAM G. CORTES

Plaintiff

v.

EVIO GROUP LLC, ELIO F. SOLARI, and SANDRO SOLARI

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) EVIO GROUP LLC through its Registered Agent:

Solari, elio
1504 NE 128ST
NORTH MIAMI, FL 33161

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:

The Law Office of Zandro E. Palma, P.A.
9100 South Dadeland Boulevard
Suite 1500
Miami, FL 33156

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.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

WILLIAM G. CORTES

Plaintiff

v.

EVIO GROUP LLC, ELIO F. SOLARI, and SANDRO SOLARI

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) SANDRO SOLARI

1504 NE 128ST
NORTH MIAMI, FL 33161

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:

The Law Office of Zandro E. Palma, P.A.
9100 South Dadeland Boulevard
Suite 1500
Miami, FL 33156

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.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Owners of Evio's Pizza & Grill Facing Lawsuit Alleging Unpaid Overtime, Retaliatory Firing](#)
