

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
CASE NO.**

**LA SHANNA FAREED, individually, and
as class representatives of others
similarly situated,**

Plaintiffs,

vs.

**PURE NATURAL NAIL LOUNGE, LLC
A Florida Limited Liability Company, and
COY V. BENTLEY,
TUYEN T. BENTLEY, and
IAN PRATT Individually.**

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

The Plaintiff, LA SHANNA FAREED, , individually, and as class representative of others similarly situated (herein after referred to as "Plaintiffs"), by and through their undersigned counsel, sue PURE NATURAL NAIL LOUNGE, LLC, COY V. BENTLEY, individually; TUYEN T. BENTLEY, individually; and IAN PRATT, individually, (collectively referred to as "Defendants") for violations of the minimum wage and overtime provisions of the Fair Labor Standards Act ("FLSA") 29 USC §§ 206 and 207 and states as follows:

PRELIMINARY STATEMENT

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

2. The Plaintiffs bring this action for violations of the FLSA §206 for failure to pay minimum wages.
3. Defendants unlawfully misclassified Plaintiffs as exempt employees to avoid compensating them for time worked in excess of forty (40) hours per week.
4. Defendants failed to pay Plaintiffs in accordance with the FLSA. Specifically, Plaintiffs were not paid minimum wages or time and a half of their regular rate of pay for all hours worked in excess of forty (40) hours per week.
5. In this pleading, "Defendants", means the named Defendants, PURE NATURAL NAIL LOUNGE, LLC; COY V. BENTLEY, individually; TUYEN T. BENTLEY, individually; and IAN PRATT, individually, and other corporations, organization's or entities responsible for the employment practices complained of herein (discovery may reveal additional Defendants that should be included).
6. The allegations in this pleading are made without any admission that, as to any particular allegation, Plaintiffs bear the burden of pleading, proof, or persuasion. Plaintiffs reserve all rights to plead in the alternative.

PARTIES, JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over Plaintiffs' 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.
8. The Court has supplemental jurisdiction with respect to claims arising under state law pursuant to 28 USC § 1367.
9. Venue is proper in the District Court because Defendants operate substantial business in the Middle District of Florida. Furthermore, the damages complained

of occurred in the Middle District at the Defendants' places of business located in the Middle District of Florida.

10. Plaintiff, LA SHANNA FAREED, is a resident of Pinellas County, Florida, and was employed by Defendants as a nail technician, massage therapist and hair stylist from approximately January 5, 2015 until November 17, 2016.
11. At all times relevant to this action, Plaintiffs have been employees within the meaning of 29 USC § 203(e)(I).

PURE NATURAL NAIL LOUNGE, LLC

12. Defendant PURE NATURAL NAIL LOUNGE, LLC is a Florida Limited Liability Company with its principal address at 204 37th Ave. N., #364, St. Petersburg, FL 33704 and may be served through its registered agent for service of process, COY V. BENTLEY, at his stated address at 204 37th Ave. N., #364, St. Petersburg, FL 33704.
13. At all times material hereto, PURE NATURAL NAIL LOUNGE, LLC was an "enterprise engaged in commerce" within the meaning of the FLSA.
14. At all times material hereto, PURE NATURAL NAIL LOUNGE, LLC was the "employer" of Plaintiffs within the meaning of the FLSA, 29 USC § 203.
15. 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).

16. This action is brought under the FLSA to recover from Defendants unpaid minimum wages, overtime wages, monies due and owing, liquidated damages, and reasonable attorneys' fees and costs.
17. All conditions precedent to the filing of this action have been performed.

COY V. BENTLEY

18. Defendant COY V. BENTLEY is a Florida resident and/or is an individual who conducts business in the State of Florida. He is the Managing Member of PURE NATURAL NAIL LOUNGE, LLC. He created and directed the pay practices and controlled and directed the work of Plaintiffs, thus making him an employer 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).

TUYEN T. BENTLEY.

19. Defendant TUYEN T. BENTLEY is a Florida resident and/or is an individual who conducts business in the State of Florida. She is a Managing Member of PURE NATURAL NAIL LOUNGE, LLC. She created and directed the pay practices and controlled and directed the work of Plaintiffs, thus making her an employer 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).

IAN PRATT

20. Defendant IAN PRATT is a Florida resident and/or is an individual who conducts business in the State of Florida. He is the Managing Partner of PURE NATURAL NAIL LOUNGE, LLC. He created and directed the pay practices and controlled and directed the work of Plaintiffs, thus making him an employer 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).

GENERAL ALLEGATIONS

21. The Plaintiff, LA SHANNA FAREED, is a resident of Pinellas County, Florida, and was employed by Defendants as a nail technician, massage therapist and a hair stylist from approximately January 5, 2015 until November 17, 2016.
22. Plaintiffs' job duties also included performing hair, nail and spa services for customs and patrons, and all other activities so directed by COY V. BENTLEY, PURE NATURAL NAIL LOUNGE, LLC, TUYEN T. BENTLEY, and IAN PRATT , and its officer and agents.
23. Plaintiffs were provided with a list of duties and tasks to perform by PURE NATURAL NAIL LOUNGE, LLC, and its officer and agent COY V. BENTLEY.
24. At all times relevant, Plaintiffs were supervised by PURE NATURAL NAIL LOUNGE, LLC, and its officers and agents TUYEN T. BENTLEY, IAN PRATT and COY V. BENTLEY, and did not have the right to independent operations or decision-making.
25. Plaintiffs were paid less than the minimum wage for work performed on behalf of the Defendants.
26. Plaintiffs worked in excess of forty (40) hours per week, but did not receive appropriate overtime compensation.
27. Defendants' failure to properly pay Plaintiffs was a willful violation of the FLSA.
28. Defendants have no good faith basis for failing to pay Plaintiffs 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. Plaintiffs did not have the authority to hire, fire, or discipline other employees.
31. Plaintiffs were a non-exempt employee whose duties dictate the same; their job duties do not involve the use of discretion in the performance of their job.
32. Plaintiffs' positions were subject to the FLSA wage provisions.
33. Plaintiffs worked overtime hours during their employment and were not properly compensated.
34. Defendants agreed to compensate Plaintiff, LA SHANNA FAREED, at a rate of \$11.25 per hour.
35. For purposes of this action, Defendants operated multiple interrelated salons in Middle District of Florida. Those salons utilized the same documentation, the same management and the same operating/managing owners and shared clients. Furthermore, those salons utilized the same pay practices to pay all employees.
36. The salons were identical in their operation and Plaintiffs were performing the same job duties under the same management for both locations.
37. Plaintiffs complained to Defendants regarding their unlawful pay practices.
38. After being advised by Plaintiffs of the unlawful pay practices, Defendants advised that they had no obligation to pay minimum wage or overtime and regardless of hours worked, refused to pay Plaintiffs for regular time and any overtime hours worked, all in violation of the FLSA.
39. Plaintiffs ceased work for Defendants under duress due to compensation terms prohibited by the FLSA.

40. The United States Department of Labor was contacted and performed an investigation of the Defendants and their pay practices and rendered a finding that the Defendants had misclassified their employees and that Plaintiffs were owed money for back wages.
41. That finding required Defendants to make payments for back wages to Plaintiff no later than August 29, 2017.
42. Defendants failed to make the payment mandated by the Department of Labor.

COUNT I
VIOLATION OF OVERTIME PROVISIONS OF THE FLSA (§ 207)
(as to PURE NATURAL NAIL LOUNGE, LLC)

43. Plaintiffs re-adopt and re-allege the allegations set forth in Paragraphs 1 through 42 as if fully set forth herein.
44. Plaintiffs were employees of Defendant within the meaning of 29 USC § 203(e)(1).
45. Defendant is an employer within the meaning of 29 USC § 203(d).
46. The overtime wage provisions set forth in FLSA §207 apply to Defendant, who engaged in commerce under the definition of the FLSA.
47. During the relevant time period, Plaintiffs were not paid overtime compensation for all hours worked in excess of forty (40) per week.
48. During the relevant time period, Defendant required Plaintiffs, non-exempt employees under the FLSA, to regularly work in excess of forty (40) hours per week without payment of overtime.
49. 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 Plaintiffs constituted a willful violation of the FLSA.

50. 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 Plaintiffs for all hours worked in excess of forty (40) hours per week.
51. Defendant cannot show in good faith reliance upon any factor or law for misclassifying Plaintiffs as management.
52. Evidence reflecting the precise number of overtime hours worked by Plaintiffs is in the possession of Defendant. If these records are unavailable, Plaintiffs may establish the hours worked solely by their testimony and the burden of overcoming such testimony shifts to the employer. See *Anderson v. Mount Clemens Pottery Company*, 328 US 680 (1946).
53. Plaintiffs are entitled to time and one-half of their regular hourly rate for each hour worked in excess of forty (40) hours per work week.
54. As a direct result of Defendant's violation of the FLSA, Plaintiffs 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 their Social Security and employer contributions to Social Security benefits.
55. Defendant has not made a good faith effort to comply with the FLSA with respect to their compensation of Plaintiffs.

WHEREFORE, Plaintiffs, LA SHANNA FAREED, 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 Plaintiffs for overtime wages and other compensation to which they are entitled;
- B. Order Defendant to pay liquidated damages;

- C. Order Defendant to pay pre-judgment interest on all sums due Plaintiffs;
- 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 COY V. BENTLEY)

- 56. Plaintiffs re-adopt and re-allege the allegations set forth in Paragraphs 1 through 42 as if fully set forth herein.
- 57. Plaintiffs were employees of Defendant within the meaning of 29 USC § 203(e)(1).
- 58. Defendant is an employer within the meaning of 29 USC § 203(d).
- 59. The overtime wage provisions set forth in FLSA § 207 apply to Defendant, who engaged in commerce under the definition of the FLSA.
- 60. During the relevant time period, Plaintiffs were not paid overtime compensation for all hours worked in excess of forty (40) per week.
- 61. During the relevant time period, Defendant required Plaintiffs, non-exempt employees under the FLSA, to regularly work in excess of forty (40) hours per week without payment of overtime.
- 62. 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 Plaintiffs' constituted a willful violation of the FLSA.
- 63. 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 Plaintiffs for all hours worked in excess of forty (40) hours per week.

64. Defendant cannot show in good faith reliance upon any factor or law for misclassifying Plaintiffs as independent contractors.
65. Evidence reflecting the precise number of overtime hours worked by Plaintiffs is in the possession of Defendant. If these records are unavailable, Plaintiffs may establish the hours worked solely by their testimony and the burden of overcoming such testimony shifts to the employer. See *Anderson v. Mount Clemens Pottery Company*, 328 US 680 (1946).
66. Plaintiffs are entitled to time and one-half of their regular hourly rate for each hour worked in excess of forty (40) hours per work week.
67. As a direct result of Defendant's violation of the FLSA, Plaintiffs 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 their Social Security and employer contributions to Social Security benefits.
68. Defendant has not made a good faith effort to comply with the FLSA with respect to their compensation of Plaintiffs.

WHEREFORE, Plaintiffs, LA SHANNA FAREED, 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 Plaintiffs for overtime wages and other compensation to which they are 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)
(as to IAN PRATT)

69. Plaintiffs re-adopt and re-allege the allegations set forth in Paragraphs 1 through 42 as if fully set forth herein.
70. Plaintiffs were employees of Defendant within the meaning of 29 USC § 203(e)(1).
71. Defendant is an employer within the meaning of 29 USC § 203(d).
72. The overtime wage provisions set forth in FLSA § 207 apply to Defendant, who engaged in commerce under the definition of the FLSA.
73. During the relevant time period, Plaintiffs were not paid overtime compensation for all hours worked in excess of forty (40) per week.
74. During the relevant time period, Defendant required Plaintiffs, non-exempt employees under the FLSA, to regularly work in excess of forty (40) hours per week without payment of overtime.
75. 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 Plaintiffs' constituted a willful violation of the FLSA.
76. 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 Plaintiffs for all hours worked in excess of forty (40) hours per week.
77. Defendant cannot show in good faith reliance upon any factor or law for misclassifying Plaintiffs as independent contractors.

78. Evidence reflecting the precise number of overtime hours worked by Plaintiffs is in the possession of Defendant. If these records are unavailable, Plaintiffs may establish the hours worked solely by their testimony and the burden of overcoming such testimony shifts to the employer. See *Anderson v. Mount Clemens Pottery Company*, 328 US 680 (1946).
79. Plaintiffs are entitled to time and one-half of their regular hourly rate for each hour worked in excess of forty (40) hours per work week.
80. As a direct result of Defendant's violation of the FLSA, Plaintiffs 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 their Social Security and employer contributions to Social Security benefits.
81. Defendant has not made a good faith effort to comply with the FLSA with respect to their compensation of Plaintiffs.

WHEREFORE, Plaintiffs, LA SHANNA FAREED, 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 Plaintiffs for overtime wages and other compensation to which they are 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 TUYEN T. BENTLEY.)

82. Plaintiffs re-adopt and re-allege the allegations set forth in Paragraphs 1 through 42 as if fully set forth herein.
83. Plaintiffs were employees of Defendant within the meaning of 29 USC § 203(e)(1).
84. Defendant is an employer within the meaning of 29 USC § 203(d).
85. The overtime wage provisions set forth in FLSA § 207 apply to Defendant, who engaged in commerce under the definition of the FLSA.
86. During the relevant time period, Plaintiffs were not paid overtime compensation for all hours worked in excess of forty (40) per week.
87. During the relevant time period, Defendant required Plaintiffs, non-exempt employees under the FLSA, to regularly work in excess of forty (40) hours per week without payment of overtime.
88. 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 Plaintiffs' constituted a willful violation of the FLSA.
89. 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 Plaintiffs for all hours worked in excess of forty (40) hours per week.
90. Defendant cannot show in good faith reliance upon any factor or law for misclassifying Plaintiffs as independent contractors.
91. Evidence reflecting the precise number of overtime hours worked by Plaintiffs is in the possession of Defendant. If these records are unavailable, Plaintiffs may

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

92. Plaintiffs are entitled to time and one-half of their regular hourly rate for each hour worked in excess of forty (40) hours per work week.
93. As a direct result of Defendant's violation of the FLSA, Plaintiffs 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 their Social Security and employer contributions to Social Security benefits.
94. Defendant has not made a good faith effort to comply with the FLSA with respect to their compensation of Plaintiffs.

WHEREFORE, Plaintiffs, LA SHANNA FAREED, 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 Plaintiffs for overtime wages and other compensation to which they are 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 V
VIOLATION OF MINIMUM WAGE PROVISIONS OF THE FLSA (§ 206)
(as to PURE NATURAL NAIL LOUNGE, LLC)

95. Plaintiffs re-adopt and re-allege the allegations set forth in Paragraphs 1 through 42 as if fully set forth herein.
96. Defendant failed to pay Plaintiffs the minimum wages due pursuant to the FLSA as described in part in § 6(a) of the FLSA.
97. Plaintiffs were damaged by Defendant's failure to pay the Federal minimum wage.

WHEREFORE, Plaintiffs, LA SHANNA FAREED, individually, and as class representative of others similarly situated, requests this Honorable Court to:

- A. Wages found to be due and owing;
- B. An additional amount equal to the unpaid minimum wages found to be due and owing as liquidated damages;
- C. Prejudgment interest in the event liquidated damages are not awarded;
- D. A reasonable attorney's fee and costs; and
- E. Such other relief as the Court deems just and equitable.

COUNT VI
VIOLATION OF MINIMUM WAGE PROVISIONS OF THE FLSA (§ 206)
(as to COY V. BENTLEY)

98. Plaintiffs re-adopt and re-allege the allegations set forth in Paragraphs 1 through 42 as if fully set forth herein.
99. Defendant failed to pay Plaintiffs the minimum wages due pursuant to the FLSA as described in part in § 6(a) of the FLSA.

100. Plaintiffs were damaged by Defendant's failure to pay the Federal minimum wage.

WHEREFORE, Plaintiffs, LA SHANNA FAREED, individually, and as class representative of others similarly situated, requests this Honorable Court to:

- A. Wages found to be due and owing;
- B. An additional amount equal to the unpaid minimum wages found to be due and owing as liquidated damages;
- C. Prejudgment interest in the event liquidated damages are not awarded;
- D. A reasonable attorney's fee and costs; and,
- E. Such other relief as the Court deems just and equitable.

COUNT VII
VIOLATION OF MINIMUM WAGE PROVISIONS OF THE FLSA (§ 206)
(as to IAN PRATT)

101. Plaintiffs re-adopt and re-allege the allegations set forth in Paragraphs 1 through 42 as if fully set forth herein.

102. Defendant failed to pay Plaintiffs the minimum wages due pursuant to the FLSA as described in part in § 6(a) of the FLSA.

103. Plaintiffs were damaged by Defendant's failure to pay the Federal minimum wage.

WHEREFORE, Plaintiffs, LA SHANNA FAREED, individually, and as class representative of others similarly situated, requests this Honorable Court to:

- A. Wages found to be due and owing;
- B. An additional amount equal to the unpaid minimum wages found to be due and owing as liquidated damages;
- C. Prejudgment interest in the event liquidated damages are not awarded;

- D. A reasonable attorney's fee and costs; and,
- E. Such other relief as the Court deems just and equitable.

COUNT VIII
VIOLATION OF MINIMUM WAGE PROVISIONS OF THE FLSA (§ 206)
(as to TUYEN T. BENTLEY)

- 104. Plaintiffs re-adopt and re-allege the allegations set forth in Paragraphs 1 through 42 as if fully set forth herein.
- 105. Defendant failed to pay Plaintiffs the minimum wages due pursuant to the FLSA as described in part in § 6(a) of the FLSA.
- 106. Plaintiffs were damaged by Defendant's failure to pay the Federal minimum wage.

WHEREFORE, Plaintiffs, LA SHANNA FAREED, individually, and as class representative of others similarly situated, requests this Honorable Court to:

- A. Wages found to be due and owing;
- B. An additional amount equal to the unpaid minimum wages found to be due and owing as liquidated damages;
- C. Prejudgment interest in the event liquidated damages are not awarded;
- D. A reasonable attorney's fee and costs; and,
- E. Such other relief as the Court deems just and equitable.

COUNT IX
(Unpaid wages as to all defendants)

- 107. Plaintiffs re-adopt and re-allege the allegations set forth in Paragraphs 1 through 42 as if fully set forth herein.
- 108. Plaintiffs have earned unpaid wages which are owed and payable by the Defendants pursuant to Florida Statute Chapter 448.

109. Defendants, despite Plaintiffs reasonable attempts to obtain payment of these earned monies, has failed and refused to make payments as required by Florida Statute Chapter 448.

WHEREFORE, Plaintiffs, LA SHANNA FAREED, individually and as the class representative of others similarly situated, prays for a judgment against Defendants, for the following damages:

- A. Payment of their earned unpaid wages;
- B. Pre-judgment interest;
- C. Post-judgment interest;
- D. Attorney's fees;
- E. Costs;
- F. For such other relief as this court deems equitable.

DEMAND FOR JURY TRIAL

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

WHEREFORE, the Plaintiffs, LA SHANNA FAREED, individually and as the class representative of others similarly situated, demands judgment for damages, including punitive damages, against the Defendants, PURE NATURAL NAIL LOUNGE, LLC, COY V. BENTLEY, TUYEN T. BENTLEY, and IAN PRATT, individually, together with such other and further relief as this Honorable Court deems necessary and appropriate.

Dated this 15nd day of September, 2017.

TRAGOS, SARTES & TRAGOS, PLLC



PETER L. TRAGOS, ESQ.
Florida Bar No: 0106744
petertragos@greeklaw.com



PETER A. SARTES, MBA/JD
Florida Bar No. 582905
peter@greeklaw.com

601 Cleveland Street
Suite 800
Clearwater, FL 33755
Ph: (727) 441-9030
Fax: (727) 441-9254
Secondary: linda@greeklaw.com

JS 44 (Rev. 11/15)

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
 LA SHANNA FAREED, individually, and as class representative of others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 PETER L. TRAGOS, ESQ. and PETER A. SARTES, MBA/JD
 TRAGOS, SARTES & TRAGOS, PLLC, 601 Cleveland Street, Ste. 800
 Clearwater, FL 33755

DEFENDANTS
 PURE NATURAL NAIL LOUNGE, LLC, A Florida Limited Liability Company, COY V. BENTLEY, TUYEN T. BENTLEY and IAN PRATT, individually

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

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

Attorneys (If Known)
 Unknown

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 <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <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 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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<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 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	<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	CIVIL RIGHTS	PRISONER PETITIONS			
<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	<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	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			

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

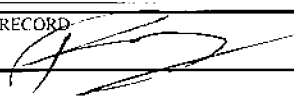
VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 USC §§206 and 207

Brief description of cause:
Failure to pay minimum wages and overtime compensation

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: 09/15/2017 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: [Lawsuit: Pure Natural Nail Lounge Refused to Pay Proper Wages](#)
