

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

ROBERT GOMEZ, individually and)
on behalf of others similarly situated,)

Case No. _____

Plaintiff,)

JURY TRIAL DEMANDED

v.)

SOUTH FLORIDA PIZZA, LLC)
d/b/a "DOMINO'S,")

Defendant.)

COMPLAINT

Plaintiff Robert Gomez, individually and on behalf of all other similarly situated delivery drivers, for his Complaint against Defendant, alleges as follows:

1. Defendant has operated approximately 15 Domino's franchise stores in Florida during times relevant.

2. Defendant employs delivery drivers who use their own automobiles to deliver pizzas and other food items to Defendant's customers. Instead of reimbursing its drivers for the reasonably approximate costs of the business use of their vehicles, Defendant uses a flawed method to determine reimbursement rates that provides such an unreasonably low rate beneath any reasonable approximation of the expenses they incur that their unreimbursed expenses cause their net wages to fall below the federal and Florida minimum wages during some or all workweeks.

3. Plaintiff Robert Gomez brings this lawsuit as a collective action under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq., and as a class action under Fla. Const. Art. X, § 24 and the Florida Minimum Wage Act (“FMWA”), Fla. Stat. § 448.110, to recover unpaid minimum wages owed to himself and all similarly situated delivery drivers employed by Defendant at its Domino’s stores.

Jurisdiction and Venue

4. The FLSA authorizes court actions by private parties to recover damages for violation of its wage and hour provisions. Jurisdiction over Plaintiff’s FLSA claim is based on 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question).

5. The FMWA authorizes court actions by private parties to recover damages for violation of its wage and hour provisions. Jurisdiction over Plaintiff’s FMWA claim is based on Fla. Const. Art. X, § 24, Fla. Stat. §§ 448.110(6)(d) & (9), and 28 U.S.C. § 1367 (pendent claims).

6. Venue in this District is proper under 28 U.S.C. § 1391 because Defendant maintains its principal place of business in Delray Beach, Florida, which is located within this District, Defendant operates Domino’s franchise stores in this District, Defendant employed Plaintiff in this District, and a substantial part of the events giving rise to the claims herein occurred this District.

Parties

7. Defendant South Florida Pizza, LLC d/b/a "Domino's" is a Florida limited liability company which has operated a chain of Domino's franchise stores, including stores located within this District during times relevant.

8. Plaintiff Robert Gomez was employed by Defendant from approximately February 2011 to May 2016 as a delivery driver at its Domino's store in Miami, Florida, which is located within this District. Plaintiff Gomez's Consent to Become a Party Plaintiff under 29 U.S.C. § 216(b) is attached hereto as "Exhibit 1."

General Allegations

Defendant's Business

9. During the recovery period, Defendant has owned and operated approximately 15 Domino's franchise stores in Florida.

10. Each of Defendant's stores employs delivery drivers (hereinafter collectively "Delivery Drivers.").

11. Defendant's Delivery Drivers have the same primary job duty of delivering pizzas and other food items to Defendant's customers using their personal automobiles.

Defendant's Flawed Reimbursement Policy

12. Defendant requires its Delivery Drivers to maintain and pay for safe, legally-operable, and insured automobiles when delivering pizza and other food items.

13. Defendant's Delivery Drivers incur costs for gasoline, vehicle parts and fluids, repair and maintenance services, insurance, depreciation, and other expenses ("automobile expenses") while delivering pizzas for the primary benefit of Defendant.

14. Defendant's Delivery Driver reimbursement policy reimburses Delivery Drivers on a per-delivery basis that results in a per-mile reimbursement far below the IRS business mileage reimbursement rate or any other reasonable approximation of the cost to own and operate a motor vehicle. This policy applies to all of Defendant's Delivery Drivers.

15. The result of Defendant's Delivery Driver reimbursement policy is a reimbursement of much less than a reasonable approximation of its Delivery Drivers' automobile expenses.

16. During the applicable FLSA limitations period, the IRS business mileage reimbursement rate has ranged between \$.54 and \$.575 per mile. These figures represent a reasonable approximation of the average cost of owning and operating a vehicle for use in delivering pizzas.

17. The driving conditions associated with the pizza delivery business cause more frequent maintenance costs, higher costs due to repairs associated with delivery driving, and more rapid depreciation from driving as much as, and in the manner of, a delivery driver. Defendant's Delivery Drivers further experience lower gas mileage and higher repair costs than the average driver due to the nature of the delivery business,

including frequent starting and stopping of the engine, frequent braking, short routes as opposed to highway driving, and driving under time pressures.

18. Defendant's reimbursement policy does not reimburse the Delivery Drivers for even their ongoing out-of-pocket expenses, much less other costs they incur to own and operate their vehicles, and thus Defendant uniformly fails to reimburse its Delivery Drivers at any reasonable approximation of the cost of owning and operating their vehicles for Defendant's benefit.

19. Defendant's systematic failure to adequately reimburse automobile expenses constitutes a "kickback" to Defendant such that the hourly wages it pays to Plaintiff and Defendant's other Delivery Drivers are not paid free and clear of all outstanding obligations to Defendant.

20. Defendant fails to reasonably approximate the amount of its Delivery Drivers' automobile expenses to such an extent that its Delivery Drivers' net wages are diminished beneath the federal minimum wage and diminished even further below Florida's minimum wage.

21. In sum, Defendant's reimbursement policy and methodology fail to reflect the realities of Delivery Drivers' automobile expenses.

Defendant's Failure to Reasonably Reimburse Automobile Expenses Causes Minimum Wage Violations

22. Regardless of the precise amount of the per-delivery reimbursement at any given point in time, Defendant's reimbursement formula has resulted in an unreasonable

underestimation of Delivery Drivers' automobile expenses throughout the recovery period, causing systematic violations of the federal and Florida minimum wages.

23. During the recovery period, Defendant paid Plaintiff Gomez the exact Florida minimum wage, including a tip credit.

24. The federal minimum wage has been \$7.25 per hour since July 24, 2009. <http://www.dol.gov/whd/minwage/chart.htm>.

25. Florida's minimum wage was \$7.25 per hour from the beginning of the recovery period until May 31, 2011, was \$7.31 per hour from June 1, 2011 through the end of 2011, was \$7.67 per hour in 2012, was \$7.79 per hour in 2013, was \$7.93 per hour in 2014, and has been \$8.05 per hour since 2015. <http://sitefinity.floridajobs.org/docs/default-source/2016-minimum-wage-increases/florida-minimum-wage-history-2000-2016.pdf?status=Temp&sfvrsn=0.5425500785086295>.

26. During the recovery period, the per-delivery reimbursement rate at the store where Plaintiff Gomez was approximately \$.80 per delivery.

27. During his employment with Defendant, Plaintiff Gomez experienced an average delivery distance of approximately 6 miles per delivery.

28. Thus, during the applicable limitations period, Defendant's average effective reimbursement rate for Plaintiff Gomez was approximately \$.133 per mile (\$.80 per delivery / 6 average miles per delivery).

29. During the FLSA recovery period, the lowest IRS business mileage reimbursement rate has been \$.54 per mile, which reasonably approximated the automobile expenses incurred delivering pizzas. Using that IRS rate as a reasonable approximation of Plaintiff Gomez's automobile expenses, every mile driven on the job decreased his net wages by approximately \$.407 (\$.54 - \$.133) per mile. Considering Plaintiff Gomez's estimate of 6 average miles per delivery, Defendant under-reimbursed him about \$2.44 per delivery (\$.407 x 6 miles).

30. During his employment by Defendant as a Delivery Driver, Plaintiff Gomez typically averaged approximately 2 deliveries per hour.

31. Thus, Plaintiff Gomez consistently "kicked back" to Defendant approximately \$4.88 per hour (\$2.44 per delivery x 2 deliveries per hour), for an effective hourly wage rate of about \$2.37 per hour from the beginning of the longest recovery period until May 31, 2011 (\$7.25 per hour - \$4.88 per hour kickback), about \$2.43 per hour between June 1, 2011 through the end of 2011 (\$7.31 per hour - \$4.88 per hour kickback), about \$2.69 per hour in 2012 (\$7.67 per hour - \$4.88 per hour kickback), about \$2.81 per hour in 2013 (\$7.79 per hour - \$4.88 per hour kickback), about \$2.95 per hour in 2014 (\$7.93 per hour - \$4.88 per hour kickback), and about \$3.07 per hour since 2015 (\$8.05 per hour - \$4.88 per hour kickback).

32. All of Defendant's Delivery Drivers had similar experiences to those of Plaintiff Gomez. They were subject to the same reimbursement policy; received similar

reimbursements; incurred similar automobile expenses; completed deliveries of similar distances and at similar frequencies; and were paid at or near the applicable minimum wage before deducting unreimbursed business expenses.

33. Because Defendant paid its Delivery Drivers a gross hourly wage very close to the applicable minimum wage, and because the Delivery Drivers incurred unreimbursed automobile expenses, the Delivery Drivers “kicked back” to Defendant an amount sufficient to cause minimum wage violations.

34. While the amount of Defendant’s actual reimbursements per mile may vary over time, Defendant is relying on the same flawed policy and methodology with respect to all Delivery Drivers at all of its other Domino’s stores. Thus, although reimbursement amounts may differ somewhat by time or region, the amounts of under-reimbursements relative to automobile costs incurred are relatively consistent between time and region.

35. The net effect of these policies is that Defendant willfully fails to pay the federal and Florida minimum wages to its Delivery Drivers. Defendant thereby enjoys ill-gained profits at the expense of its employees.

Pre-Suit Notice

36. On August 24, 2016, Plaintiff mailed Defendant the pre-suit notice required under Fla. Stat. § 448.110(6).

37. Defendant received that notice on or before September 2, 2016.

38. More than 15 calendar days have elapsed since Defendant received the pre-suit notice, but Defendant has failed to pay the total amount of unpaid wages or otherwise resolve the claim to Plaintiff's satisfaction.

39. Thus, Plaintiff may bring a claim for unpaid minimum wages under the FMWA consistent with the contents of his pre-suit notice.

Class and Collective Action Allegations

40. Plaintiff brings Count I as an "opt-in" collective action claim on behalf of similarly situated Delivery Drivers pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b).

41. The FLSA claim may be pursued by those who opt-in to this case pursuant to 29 U.S.C. § 216(b).

42. Plaintiff, individually and on behalf of other similarly situated employees, seeks relief on a collective basis challenging Defendant's practice of failing to pay employees federal minimum wage. The number and identity of other plaintiffs yet to opt-in may be ascertained from Defendant's records, and potential plaintiffs may be notified of the pendency of this action via mail.

43. Plaintiff and all of Defendant's Delivery Drivers are similarly situated in that:

- a. They have worked as Delivery Drivers for Defendant delivering pizza and other food items to Defendant's customers;
- b. They have delivered pizza and food items using automobiles not owned or maintained by Defendant;

- c. Defendant required them to maintain these automobiles in a safe, legally-operable, and insured condition;
- d. They incurred costs for automobile expenses while delivering pizzas and food items for the primary benefit of Defendant;
- e. They were subject to similar driving conditions, automobile expenses, delivery distances, and delivery frequencies;
- f. They were subject to the same pay policies and practices of Defendant;
- g. They were subject to the same Delivery Driver reimbursement policy that underestimates automobile expenses, and thereby systematically deprived them of reasonably approximate reimbursements, resulting in wages below the federal minimum wage in some or all workweeks;
- h. They were reimbursed similar set amounts of automobile expenses per delivery; and
- i. They were paid near the federal and state minimum wage before deducting unreimbursed business expenses.

44. Plaintiff brings Count II as a class action pursuant to Fed. R. Civ. P. 23, on behalf of himself and as the Class Representative of the following persons (the "Class"):

All current and former Delivery Drivers employed by Defendant in the State of Florida since the date five years preceding the filing of this Complaint.

45. Count II, if certified for class-wide treatment, is brought on behalf of all similarly situated persons who do not opt-out of the Class.

46. Plaintiff's state law claim asserted in Count II satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of a class action pursuant to Fed. R. Civ. P. 23.

47. The Class sought in Count II satisfies the numerosity standard as it consists of at least hundreds of persons who are geographically dispersed and, therefore, joinder of all Class members in a single action is impracticable.

48. Questions of fact and law common to the Class sought in Count II predominate over any questions affecting only individual members. The questions of law and fact common to the Class arising from Defendant's actions include, without limitation:

- a. Whether they have worked as Delivery Drivers for Defendant delivering pizza and other food items to Defendant's customers;
- b. Whether they have delivered pizza and food items using automobiles not owned or maintained by Defendant;
- c. Whether Defendant required them to maintain these automobiles in a safe, legally-operable, and insured condition;
- d. Whether they incurred costs for automobile expenses while delivering pizzas and food items for the primary benefit of Defendant;
- e. Whether they were subject to similar driving conditions, automobile expenses, delivery distances, and delivery frequencies;
- f. Whether they were subject to the same pay policies and practices of Defendant;
- g. Whether they were subject to the same Delivery Driver reimbursement policy that underestimates automobile expenses, and thereby systematically deprived them of reasonably approximate reimbursements, resulting in wages below the Florida minimum wage in some or all workweeks;
- h. Whether they were reimbursed similar set amounts of automobile expenses per delivery;

- i. Whether they were paid near the federal and state minimum wage before deducting unreimbursed business expenses; and
- j. Whether Defendant's conduct was willful.

49. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the state law claim.

50. Plaintiff's claim is typical of those of the Class sought in Count II in that:

- a. Plaintiff and the Class have worked as delivery drivers for Defendant delivering pizza and other food items to Defendant's customers;
- b. Plaintiff and the Class delivered pizza and food items using automobiles not owned or maintained by Defendant;
- c. Defendant required Plaintiff and the Class to maintain these automobiles in a safe, legally-operable, and insured condition;
- d. Plaintiff and the Class incurred costs for automobile expenses while delivering pizzas and other food items for the primary benefit of Defendant;
- e. Plaintiff and the Class were subject to similar driving conditions, automobile expenses, delivery distances, and delivery frequencies;
- f. Plaintiff and the Class were subject to the same pay policies and practices of Defendant;
- g. Plaintiff and the Class were subject to the same delivery driver reimbursement policy that underestimates automobile expenses, and thereby systematically deprived of reasonably approximate

reimbursements, resulting in wages below the Florida minimum wage in some or all workweeks;

- h. Plaintiff and the Class were reimbursed similar set amounts of automobile expenses per delivery;
- k. Plaintiff and the Class were paid at similar wage rates before deducting unreimbursed vehicle expenses; and
- i. Whether Defendant's conduct was willful.

51. Plaintiff is an adequate representative of the Class sought in Count II because he is a member of that Class and his interest does not conflict with the interest of the members of the Class he seeks to represent. The interests of the members of the Class sought in Count II will be fairly and adequately protected by Plaintiff and the undersigned counsel, who have extensive experience prosecuting complex wage and hour, employment, and class action litigation.

52. Maintenance of the claim asserted in Count II as a class action is superior to other available methods for fairly and efficiently adjudicating the controversy as members of the Class have little interest in individually controlling the prosecution of separate class actions, no other litigation is pending over the same controversy, it is desirable to concentrate the litigation in this Court due to the relatively small recoveries per member of the Class, and there are no material difficulties impairing the management of a class action.

53. It would be impracticable and undesirable for each member of the Class sought in Count II who suffered harm to bring a separate action. In addition, the maintenance

of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all Class members.

COUNT I: Violation of the FLSA

54. Plaintiff reasserts and re-alleges the allegations set forth in Paragraphs 1-43 above.

55. At all relevant times herein, Plaintiff and all other similarly situated Delivery Drivers have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201, *et seq.*

56. Section 13 of the FLSA, 29 U.S.C. § 213, exempts certain categories of employees from federal minimum wage obligations, but none of the FLSA exemptions apply to Plaintiff or other similarly situated Delivery Drivers.

57. The FLSA regulates, among other things, the payment of minimum wage by employers whose employees are engaged in interstate commerce, or engaged in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. §206(a).

58. Defendant is subject to the FLSA's minimum wage requirements because it is an enterprise engaged in interstate commerce, and its employees are engaged in commerce.

59. Under Section 6(a) of the FLSA, 29 U.S.C. § 206(a), employees have been entitled to be compensated at a rate of at least \$7.25 per hour since July 24, 2009. *Id.*

60. As alleged herein, Defendant has reimbursed Delivery Drivers less than the reasonably approximate amount of their automobile expenses to such an extent that it diminishes these employees' wages beneath the federal minimum wage.

61. Defendant knew or should have known that its pay and reimbursement policies, practices and methodology result in failure to compensate Delivery Drivers at the federal minimum wage.

62. Defendant, pursuant to its policy and practice, violated the FLSA by refusing and failing to pay federal minimum wage to Plaintiff and other similarly situated employees.

63. Plaintiff and all similarly situated Delivery Drivers are victims of a uniform and employer-based compensation and reimbursement policy. This uniform policy, in violation of the FLSA, has been applied, and continues to be applied, to all Delivery Driver employees in Defendant's stores.

64. Plaintiff and all similarly situated employees are entitled to damages equal to the minimum wage minus actual wages received after deducting reasonably approximated automobile expenses within three years from the date each Plaintiff joins this case, plus periods of equitable tolling, because Defendant acted willfully and knew, or showed reckless disregard for, whether its conduct was unlawful.

65. Defendant has acted neither in good faith nor with reasonable grounds to believe that its actions and omissions were not a violation of the FLSA, and as a result, Plaintiff and other similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid minimum wages under 29 U.S.C. § 216(b). Alternatively, should the Court find Defendant acted in good faith and with reasonable grounds to believe its actions were lawful, Plaintiff and all similarly situated employees are entitled to an award of prejudgment interest at the applicable legal rate.

66. As a result of the aforesaid willful violations of the FLSA's minimum wage provisions, minimum wage compensation has been unlawfully withheld by Defendant from Plaintiff and all similarly situated employees. Accordingly, Defendant is liable under 29 U.S.C. § 216(b), together with an additional amount as liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees, and costs of this action.

WHEREFORE, Plaintiff and all similarly situated Delivery Drivers demand judgment against Defendant and request: (1) compensatory damages; (2) liquidated damages; (3) attorneys' fees and costs as allowed by Section 16(b) of the FLSA; (4) pre-judgment and post-judgment interest as provided by law; and (5) such other relief as the Court deems fair and equitable.

COUNT II: Violation of the FMWA

67. Plaintiff reasserts and re-alleges the allegations set forth in Paragraphs 1-39 and 44-53 above.

68. At all relevant times herein, Plaintiffs and the Class have been entitled to the rights, protections, and benefits provided under the FMWA, Fla. Const. Art. X, § 24 and Fla. Stat. § 448.110.

69. The FMWA regulates, among other things, the payment of minimum wage by employers who employ any person in Florida, subject to limited exemptions not applicable herein. Fla. Const. Art. X, § 24 and Fla. Stat. § 448.110.

70. During all times relevant to this action, Defendants were the “employers” of Plaintiff and the Class within the meaning of the FMWA. Fla. Const. Art. X, § 24(b).

71. During all times relevant to this action, Plaintiff and the Class have been Defendants’ “employees” within the meaning of the FMWA. Id.

72. The FMWA exempts certain categories of employees from Florida’s minimum wage and other obligations, none of which apply to Plaintiff or the Class. Id.

73. Defendants, pursuant to their policy and practice of failing to pay or reimburse for job-related expenses, violated the FMWA by refusing and failing to pay Plaintiffs and other similarly situated delivery drivers Florida’s minimum wage.

74. Plaintiffs and the Class are victims of a uniform and employer-based compensation policy. On information and belief, this uniform policy, in violation of the

FMWA, has been applied, and continues to be applied, to all Class members in all Defendants' Papa John's stores because Defendants acted willfully and knew, or showed reckless disregard of whether, their conduct was prohibited by the FMWA.

75. Plaintiffs and all similarly situated employees are entitled to damages equal to the difference between the minimum wage and actual wages received after deduction for job-related expenses within the 5 years preceding the filing of this Petition, plus periods of equitable tolling and tolling pursuant to Fla. Const. Art. X, § 24(e) because Defendants acted willfully and knew, or showed reckless disregard of whether, their conduct was prohibited by the FMWA.

76. Plaintiffs and other similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the unpaid minimum wages pursuant to Fla. Const. Art. X, § 24(e) and Fla. Stat. § 448.110(6)(c).

77. Plaintiffs and the Class are entitled to an award of pre-judgment and post-judgment interest at the applicable legal rate.

78. Defendants are liable pursuant to Fla. Const. Art. X, § 24(e) and Fla. Stat. § 448.110(6)(c) for Plaintiffs' reasonable attorney's fees and costs incurred in this action.

WHEREFORE, on Count II, Plaintiffs and the Class demand judgment against Defendants and pray for: (1) compensatory damages; (2) liquidated damages pursuant to Fla. Const. Art. X, § 24(e) and Fla. Stat. § 448.110(6)(c), (3) attorney's fees and costs of litigation as allowed by Fla. Const. Art. X, § 24(e) and Fla. Stat. § 448.110(6)(c); (4) pre-

judgment and post judgment interest as provided by law; and (5) such other relief as the Court deems fair and equitable.

Demand for Jury Trial

Plaintiff hereby requests a trial by jury of all issues triable by jury.

Dated: March 3, 2017

Respectfully submitted,

PAUL McINNES LLP

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ATTORNEYS FOR PLAINTIFF

CONSENT TO BECOME A PARTY PLAINTIFF

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Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b)

I hereby consent to become a party plaintiff seeking unpaid wages against South Florida

Pizza, LLC, its owners and/or related entities.

Dated:

8/4/16


Robert Gomez

JS 44 (Rev. 11/15) Revised 03/16

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS ROBERT GOMEZ, individually and on behalf of others similarly situated

DEFENDANTS SOUTH FLORIDA PIZZA, LLC d/b/a "DOMINO'S"

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Alan D. Danz; DANZ & KRONENGOLD, P.L.; 10620 Griffin Road, Suite 201, Cooper City, Florida 33328; Telephone: (954) 530-9245

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
Hagood Tighe; FISHER & PHILLIPS LLP; 1320 Main St, Ste 750, Columbia, SC 29201

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

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 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)

- Citizen of This State PTF DEF
- Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 5
- Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 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 (Excl. 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 - Med. Malpractice	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/Mgmt. 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 Empl. Ret. Inc. 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 <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence Other: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <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		<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	

V. ORIGIN

(Place an "X" in One Box Only)

- 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
- 8 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case YES NO b) Related Cases YES NO
JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION COMPLAINT:

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):
F.L.S.A. 29 U.S.C. §§ 201, et seq.
LENGTH OF TRIAL via 5 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

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

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

DATE SIGNATURE OF ATTORNEY OF RECORD

March 3, 2017

FOR OFFICE USE ONLY

RECEIPT # AMOUNT 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: [Miami Dominos Franchisee Hit with Wage and Hour Lawsuit](#)
