

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA**

-----X  
KYLEY REINING, individually and on behalf of  
others similarly situated, No.

Plaintiffs,

v.

BLOOMIN' BRANDS, INC. & CARRABBA'S  
ITALIAN GRILL, LLC,

Defendants.

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**COLLECTIVE ACTION COMPLAINT**

Plaintiff Kyley Reining, individually and on behalf of all others similarly situated, by her attorneys, Shavitz Law Group, P.A., upon personal knowledge as to herself, and upon information and belief as to other matters, alleges as follows:

**NATURE OF THE ACTION**

1. This lawsuit seeks to recover overtime compensation for Plaintiff and similarly situated co-workers, salaried Restaurant Managers, however variously titled, including Front-of-House Managers, Back-of-House Managers, Culinary/Kitchen Managers, Service, and Bar Managers (collectively, "RMs"), who work or have worked for Defendants Bloomin' Brands, Inc. and Carrabba's Italian Grill, LLC (collectively, "Carrabba's" or "Defendants") at Carrabba's restaurants nationwide.

2. Bloomin' Brands, Inc. is "one of the world's largest casual dining restaurant companies in the world with a portfolio of leading, differentiated restaurant concepts . . . [including] the founder-inspired . . . Carrabba's Italian Grill . . ." (2016 10-k at Part I, Item 1). According to its Form 10-K, Carrabba's "is a casual authentic Italian restaurant concept featuring handcrafted

dishes.” *Id.*

3. For the fiscal year ending on December 25, 2016, Defendants operated 242 company-owned Carrabba’s restaurants in the United States, along with two domestic franchises.

*Id.* For the fiscal year 2016, Defendants earned more than \$4.2 billion dollars in revenue. *Id.*

4. Carrabba’s restaurants are organized between “Front-of-House,” which focuses on customer service, and “Back-of-House,” which focuses on food preparation. Employees may work between both “Front-of-House” and “Back-of-House,” depending on the needs of the restaurant.

5. At Carrabba’s, RMs are required to perform, as their primary duties, the same non-exempt duties that hourly employees perform.

6. RMs spend the majority of their shifts performing such tasks as greeting and waiting on customers, expediting and serving food, cooking and preparing food, as well as clearing and setting tables, and cleaning the restaurant.

7. RMs do not get paid any overtime wages for the hours they work above 40 per workweek.

8. Carrabba’s classifies all RMs as exempt from the overtime pay provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”).

9. RMs should be classified as non-exempt from the overtime provisions of the FLSA.

10. Upon information and belief, Carrabba’s applied the same compensation and employment policies, practices, and procedures to all RMs nationwide.

11. Plaintiff brings this action on behalf of herself and similarly situated current and former RMs nationwide who elect to opt-in to this action pursuant to the FLSA and, specifically,

the collective action provision of 29 U.S.C. § 216(b), to remedy Defendants' violations of the wage-and-hour provisions of the FLSA that have deprived Plaintiff and other similarly situated employees of their lawfully earned wages.

### **THE PARTIES**

#### **Plaintiff Kyley Reining**

12. Kyley Reining ("Reining") is an adult individual who is a resident of Grand Island, New York.

13. From in or around January 2013 to May 2015, Reining was employed by Defendants as an RM (Kitchen Manager) at Defendants' location in Amherst, New York.

14. As an RM, Reining primarily performed the functions of an hourly employee.

15. Reining frequently worked more than 60 hours per workweek.

16. Pursuant to Carrabba's policy and pattern or practice, Carrabba's did not pay Reining premium overtime pay when she worked more than 40 hours in a workweek as an RM.

17. Reining is a covered employee within the meaning of the FLSA.

18. A written consent form for Reining is attached to this Collective Action Complaint as Exhibit A.

#### **Defendant Bloomin' Brands, Inc.**

19. Bloomin' Brands, Inc. ("Bloomin' Brands") is the parent corporation of Carrabba's Italian Grill, LLC and has owned and/or operated Carrabba's restaurants during the relevant time period.

20. Bloomin' Brands is a business corporation organized and existing under the laws of the state of Delaware and has its principal executive office located at 2202 N. Westshore Boulevard, Suite 500, Tampa, Florida 33607. Bloomin' Brands shares this office with

Defendant Carrabba's Italian Grill, LLC.

21. Bloomin' Brands is a covered employer within the meaning of the FLSA, and, at all times relevant, employed Plaintiff and similarly situated employees.

22. At all times relevant, Bloomin' Brands maintained control, oversight, and direction over Plaintiff and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them.

23. Bloomin' Brands applies the same employment policies, practices, and procedures to all RMs at the Carrabba's restaurants, including policies, practices, and procedures with respect to the classification of RMs as exempt, and non-payment of overtime compensation.

24. Upon information and belief, at all times relevant, Bloomin' Brands' annual gross volume of sales made or business done was not less than \$500,000.00.

**Defendant Carrabba's Italian Grill, LLC**

25. Carrabba's Italian Grill, LLC is a Florida limited liability company.

26. Carrabba's Italian Grill, LLC shares its principal executive office with Defendant Bloomin' Brands, Inc. which is located at 2202 N. Westshore Boulevard, Suite 500, Tampa, Florida 33607.

27. Carrabba's Italian Grill, LLC is a covered employer within the meaning of the FLSA, and, at all times relevant, employed Plaintiff and similarly situated employees.

28. At all times relevant, Carrabba's Italian Grill, LLC maintained control, oversight, and direction over Plaintiff and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them.

29. Carrabba's Italian Grill, LLC applies the same employment policies, practices, and procedures to all RMs at the Carrabba's restaurants, including policies, practices, and

procedures with respect to the classification of RMs as exempt, and non-payment of overtime compensation.

30. Upon information and belief, at all times relevant, Carrabba's Italian Grill, LLC annual gross volume of sales made or business done was not less than \$500,000.00.

31. Each Defendant employed or acted in the interest of an employer towards Plaintiff and other similarly situated current and former RMs and, directly or indirectly, jointly or severally, including, without limitation, directly or indirectly controlling and directing the terms of employment and compensation of Plaintiff and other similarly situated current and former RMs. Upon information and belief, the Defendants operate in concert and together in a common enterprise and through related activities, as here relevant, so that the actions of one may be imputed to the other and/or so that they operate as joint employers within the meaning of the FLSA.

32. Each Defendant had the power to control the terms and conditions of employment of Plaintiff and other similarly situated current and former RMs including, without limitation, those terms and conditions relating to the claims alleged herein.

33. Defendants jointly employed Plaintiff and other similarly situated current and former RMs.

#### **JURISDICTION AND VENUE**

34. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1337.

35. This Court also has jurisdiction over Plaintiff's claims under the FLSA pursuant to 29 U.S.C. § 216(b).

36. Venue is proper in the Middle District of Florida pursuant to 28 U.S.C. § 1391 because Defendants reside in this district and a substantial part of the events or omissions giving

rise to the claims occurred in this district.

**COLLECTIVE ACTION ALLEGATIONS**

37. Plaintiff brings the First Cause of Action, an FLSA claim, on behalf of herself and all similarly situated persons who have worked as exempt-classified RMs at Carrabba's restaurants nationwide at any time from April 5, 2014 to the date of judgment in this action, who elect to opt-in to this action (the "FLSA Collective").

38. Defendants are liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiff and other similarly situated RMs.

39. Consistent with Defendants' policy and pattern or practice, Plaintiff and the members of the FLSA Collective were not paid premium overtime compensation when they worked over 40 hours in a workweek.

40. All of the work that Plaintiff and the members of the FLSA Collective have performed has been assigned by Defendants, and/or Defendants have been aware of all of the work that Plaintiff and the FLSA Collective have performed.

41. As part of their regular business practice, Defendants have intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiff and the members of FLSA Collective. This policy and pattern or practice includes, but is not limited to:

- a. willfully failing to pay their employees, including Plaintiff and the members of the FLSA Collective, premium overtime wages for hours that they worked in excess of 40 hours per workweek;
- b. willfully misclassifying Plaintiff and the members of the FLSA Collective as exempt from the protections of the FLSA; and
- c. willfully failing to record all of the time that their employees, including Plaintiff and the members of the FLSA Collective, have worked for the benefit of Defendants.

42. Defendants are aware or should have been aware that federal law required them to pay Plaintiff and the members of the FLSA Collective overtime premiums for hours worked in excess of 40 per workweek.

43. Plaintiff and the members of the FLSA Collective perform or performed the same primary duties.

44. Defendants' unlawful conduct has been widespread, repeated, and consistent.

45. There are many similarly situated current and former RMs who have been underpaid in violation of the FLSA who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it.

46. This notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

47. Those similarly situated employees are known to Defendants, are readily identifiable, and can be located through Defendants' records.

#### **COMMON FACTUAL ALLEGATIONS**

48. Throughout their employment with Defendants, Plaintiff and the members of the FLSA Collective consistently worked more than 40 hours per workweek.

49. Defendants were aware that Plaintiff and the FLSA Collective worked more than 40 hours per workweek, yet Defendants failed to pay overtime compensation for hours worked over 40 in a workweek.

50. Defendants did not keep accurate records of hours worked by Plaintiff and the FLSA Collective.

51. Defendants did not require Plaintiff and the FLSA Collective to clock in or out, or otherwise record their time.

52. Plaintiff and the FLSA Collective's primary duties were routine, non-exempt tasks including, but not limited to:

- a. greeting and waiting on customers;
- b. expediting food and serving customers;
- c. preparing and cooking food;
- d. clearing and setting tables; and
- e. cleaning the restaurant.

53. Plaintiff and the FLSA Collective spent the majority of their time serving customers in the dining area; preparing food in the kitchen area; and performing the same or similar tasks to hourly non-exempt employees.

54. Plaintiff and the FLSA Collective's duties did not differ substantially from the duties of hourly non-exempt employees.

55. As RMs, Plaintiff and the FLSA Collective's primary job duties did not include:

- a. Hiring;
- b. Firing;
- c. Making recommendations as to hiring, firing, or other employment decisions;
- d. Scheduling; or
- e. Disciplining other employees.

56. Plaintiff and the FLSA Collective's primary duty was not directly related to Defendants' management or general business operations.

57. Plaintiff and the FLSA Collective's primary duty did not include the exercise of discretion or independent judgment regarding matters of significance.

58. In that regard, Plaintiff:

- a. was not involved in planning Defendants' long or short term business objectives;
- b. could not formulate, affect, implement or interpret Defendants' management policies or operating practices;
- c. did not carry out major assignments that affected Defendants' business operations;
- d. did not have authority to commit Defendants in matters that have significant financial impact; and



e. could not waive or deviate from Defendants' established policies or procedures without prior approval.

59. Plaintiff and the FLSA Collective's primary duties were manual in nature.

60. The performance of manual labor duties occupied the majority of Plaintiff and the FLSA Collective's working hours.

**FIRST CAUSE OF ACTION**  
**Fair Labor Standards Act – Overtime Wages**  
**(Brought on behalf of Plaintiff and the Members of the FLSA Collective)**

61. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

62. Defendants have engaged in a widespread pattern and practice of violating the FLSA, as described in this Collective Action Complaint.

63. At all relevant times, Plaintiff and the FLSA Collective were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

64. At all relevant times, Defendants employed Plaintiff and the FLSA Collective.

65. The overtime wage provisions set forth in §§ 201 *et seq.* of the FLSA apply to Defendants.

66. At all relevant times, Defendants have been employers engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

67. At all times relevant, Plaintiff and the FLSA Collective were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

68. Defendants have failed to pay Plaintiff and the FLSA Collective the overtime wages to which they are entitled under the FLSA.

69. Defendants' violations of the FLSA, as described in this Collective Action Complaint, have been willful and intentional.

70. Defendants have not made a good faith effort to comply with the FLSA with respect to their compensation of Plaintiff and the FLSA Collective.

71. Because Defendants' violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

72. As a result of Defendants' willful violations of the FLSA, Plaintiff and the FLSA Collective have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201 *et seq.*

73. As a result of the unlawful acts of Defendants, Plaintiff and the FLSA Collective have been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs and other compensation pursuant to 29 U.S.C. § 216(b).

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, individually and on behalf of all other similarly situated persons, respectfully requests that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiff be allowed to give notice of this collective action, or that the Court issue such notice, to all RMs and similarly situated employees who are presently, or have at any time from April 5, 2014, up through and including the date of this Court's issuance of court-supervised notice, worked at Carrabba's. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. An award of damages (including but not limited to unpaid wages and unpaid

overtime wages, as applicable), liquidated damages, the employer's share of FICA, FUTA, state unemployment insurance and any other required employment taxes to be paid by Defendants according to proof;

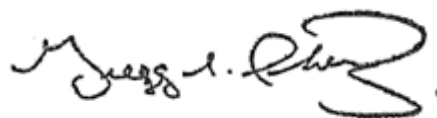
- C. Pre-judgment interest and post-judgment interest as provided by law;
- D. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining Defendants from continuing their unlawful practices;
- E. A reasonable incentive award for the Plaintiff to compensate her for the time and effort she has spent protecting the interests of other RMs, and the risks she has undertaken.
- F. Attorneys' fees and costs of the action; and
- G. Such other injunctive, equitable, and other relief as this Court shall deem just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

Dated: Boca Raton, Florida  
April 6, 2017

Respectfully submitted,



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Gregg I. Shavitz  
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*Attorneys for Plaintiff and the Putative Collective*

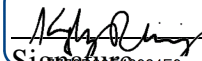
### CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), Carrabba's Italian Grill and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. I hereby designate the Shavitz Law Group, P.A. to represent me in bringing such claim, and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s) or other potentially responsible parties to assert my claim and for this Consent Form to be filed in any such action.

DocuSigned by:

  
Signature

Kyley Reining

Print Name

JS 44 (Rev. 12/12)

### 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)

<p><b>I. (a) PLAINTIFFS</b>                  KYLEY REINING, individually and on behalf of others similarly situated,</p> <p>(b) County of Residence of First Listed Plaintiff <u>Erie County, New York</u>                  (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number)                  Shavitz Law Group, P.A., 1515 S. Federal Highway, Suite 404                  Boca Raton, FL 33432, (561) 447-8888</p>	<p><b>DEFENDANTS</b>                  Bloomin' Brands, Inc. &amp; Carrabba's Italian Grill, LLC</p> <p>County of Residence of First Listed Defendant _____                  (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) _____</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input 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
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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	<p><b>PERSONAL INJURY</b></p> <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	<p><b>PERSONAL INJURY</b></p> <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 <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <p><b>SOCIAL SECURITY</b></p> <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)) <p><b>FEDERAL TAX SUITS</b></p> <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"/> 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	LABOR	IMMIGRATION	
<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	<p><b>Habens Corpus:</b></p> <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 <p><b>Other:</b></p> <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 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	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

**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 U.S.C. 216(b) ACTION FOR UNPAID OVERTIME WAGES

Brief description of cause: Failure to pay overtime wages

**VII. REQUESTED IN COMPLAINT:**

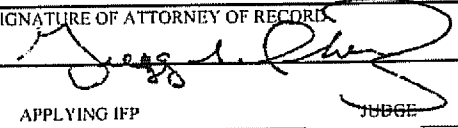
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:  
 JURY DEMAND:  Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 04/05/2017

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: [Restaurant Manager Files Unpaid Overtime Lawsuit Against Carrabba's](#)

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