

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

2018 JUL 16 AM 10:11
CLERK OF DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA FLORIDA

KEVIN SOSA, on behalf of himself
and all similarly situated individuals,

Plaintiff,

Case No. **8:18 cv 1719 T 36 JSS**

v.

JURY DEMAND

TOPPS TOWING, INC.,
A Florida Profit Corporation;
and **DANIEL BOURGET**, individually,

Defendants.

_____ /

COLLECTIVE ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, **KEVIN SOSA** (“Plaintiff”), on behalf of himself and other current and former employees similarly situated, by and through his undersigned counsel, brings this action against Defendants, **TOPPS TOWING, INC.**, a Florida Profit Corporation (“Topps Towing”), and **DANIEL BOURGET** (“Bourget”), individually, (hereinafter collectively referred to as “Defendants”), pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, and states as follows:

INTRODUCTION

1. Congress designed the FLSA to remedy situations “detrimental to the maintenance of the minimum standard of living necessary for health, efficiency, and general well-being of workers.” 29 U.S.C. § 202(a). To achieve this broad remedial purpose the FLSA establishes minimum wage and overtime requirements for covered employees. 29 U.S.C. §§ 206-207. These provisions, coupled with an effective integrated cause of action within the

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FLSA, prevent employers from pilfering the wages rightfully earned by their employees. *See Billingsley v. Citi Trends, Inc.*, 560 Fed. Appx. 914, 920 (11th Cir. 2014).

2. This is a collective action brought pursuant to 29 U.S.C. § 216(b) by Plaintiff, individually, and on behalf of all similarly situated persons employed by Defendants arising from Defendants' willful violations of the FLSA.

3. Specifically, Defendants operate as a towing services and road side assistance company.

4. Defendants employed Plaintiff, and continue to employ, numerous similarly situated drivers in order to provide the towing services and road side assistance that Defendants offer.

5. Defendants have violated the FLSA by misclassifying Plaintiff and those similarly situated as "independent contractors" and refusing to pay them proper minimum wages and overtime wages pursuant to the FLSA.

6. Plaintiff brings this collective action to recover the unpaid wages owed to him and all other similarly situated employees, current and former, who worked for Defendants at any time during the three (3) year period prior to the filing of this Complaint through the present ("Class Members").

7. These Class Members should be informed of the pendency of this action and apprised of their rights to join in the manner envisioned by *Hoffman-La Roche, Inc. v. Sperling*, 493, U.S. 165 (1989) and its progeny.

JURISDICTION

8. Jurisdiction in this Court is proper as the claims are brought pursuant to the FLSA to recover unpaid minimum wages, overtime compensation, an additional and equal amount as

liquidated damages, reasonable attorneys' fees and costs, and to obtain declaratory relief.

9. The jurisdiction of the Court over this controversy is proper pursuant to 28 U.S.C. § 1331, as Plaintiff's claims arise under 29 U.S.C. § 216(b).

10. This Court has the authority to grant declaratory relief pursuant to the FLSA and the federal Declaratory Judgment Act ("DJA"), 28 U.S.C. §§ 2201-02.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 since all, and/or a substantial part, of the events giving rise to Plaintiff's claims occurred in Hillsborough County, Florida, located within the Middle District of Florida.

PARTIES

12. At all times material hereto, Plaintiff was a resident of Hillsborough County, Florida.

13. At all times material hereto, Defendant, Topps Towing, was a Florida Profit Corporation engaged in business in Florida, with a principal place of business in Hillsborough County, Florida.

14. Upon information and belief, at all times material hereto, Defendant, Bourget, was an individual resident of the State of Florida.

15. At all times material hereto, Defendant, Bourget, was an "employer" as defined by 29 U.S.C. § 201, *et seq.*

16. At all times material hereto, Defendant, Bourget, owned and operated Topps Towing.

17. At all times material hereto, Defendant, Bourget, regularly hired and fired employees of Topps Towing.

18. At all times material hereto, Defendant, Bourget, regularly determined the work

schedules for the employees of Topps Towing.

19. At all times material hereto, Defendant, Bourget, controlled the finances and operations of Topps Towing.

20. At all times material hereto, Plaintiff was “engaged in commerce” within the meaning of § 6 and § 7 of the FLSA.

21. At all times material hereto, Plaintiff was an “employee” of Defendants within the meaning of the FLSA. Named-Plaintiff’s consent to file this action pursuant to 29 U.S.C. § 216(b) has been attached hereto as **EXHIBIT A**. At all times material hereto, Defendants were, and continue to be “employers” within the meaning of the FLSA.

22. At all times material hereto, Defendants were, and continue to be, an “enterprise engaged in commerce” within the meaning of the FLSA.

23. Based upon information and belief, the annual gross revenue of Defendants was in excess of \$500,000.00 per annum during the relevant time periods.

24. At all times material hereto, Defendants had two (2) or more employees handling, selling, or otherwise working on goods or materials that had been moved in or produced for commerce including, *inter alia*, trucks, employee uniforms, and gasoline which were used directly in furtherance of Defendants’ commercial activity of operating towing services and road side assistance company.

25. At all times material hereto, Plaintiff was “engaged in commerce” and subject to individual coverage of the FLSA by virtue of providing services on highways that regularly facilitated the flow of interstate commerce.

26. At all times material hereto, the work performed by the Plaintiff was directly essential to the business performed by Defendants.

STATEMENT OF FACTS

27. Defendants own and operate a company that provides towing services and road side assistance.

28. Based on information and belief, Defendants have a contract with the American Automobile Association (“AAA”) and provide AAA customers with towing services and road side assistance.

29. The overwhelming majority of Defendants’ business stems from its contract with AAA.

30. In order to utilize Defendants’ services through AAA, customers must be paying members of AAA. Non-members of the AAA may not utilize the services of AAA.

31. Plaintiff worked for Defendants from approximately October 2017 through January 2018.

32. Plaintiff worked for Defendants as a non-exempt, driver throughout the duration of his employment.

33. Defendants misclassified Plaintiff as an independent contractor throughout the duration of his employment.

34. Plaintiff’s duties included, but were not limited to, providing towing services, lockout services, gas services, changing flat tires, and providing “jump” starts to Defendants’ and AAA’s customers.

35. Plaintiff maintained the same duties throughout the duration of his employment.

36. At all times material hereto, Plaintiff’s compensation was comprised solely of twenty-five (25%) percent of the revenue earned by Defendants for each call that he responded to.

37. For example, if Defendants earned \$100.00 for Plaintiff towing an automobile from

point A to point B, Plaintiff would be paid \$25.00 for responding to that call.

38. This compensation scheme was set unilaterally by Defendants.

39. Defendants provided Plaintiff with the tools and equipment needed to perform the work (*i.e.* tow-truck, uniform, jumper cables, gasoline, etc.).

40. Defendants paid for all of the supplies necessary for Plaintiff to perform his work.

41. Plaintiff was not incorporated or otherwise in business for himself during the time that he performed work for Defendants.

42. Throughout the duration of his employment, Plaintiff's direct supervisor was an employee of Defendants.

43. Defendants controlled the way in which Plaintiff performed his work, by instructing Plaintiff in the way Defendant wanted the work performed.

44. Defendants set rules and guidelines governing Plaintiff's employment, including but not limited to, hours of work, and Plaintiff's rate of pay.

45. Plaintiff did not have the ability to alter or change the terms of his employment.

46. If Plaintiff wished to take a day off, he was required to request permission from Defendants.

47. In fact, Defendant, Bourget, terminated Plaintiff after Plaintiff attempted to call in sick due to food poisoning.

48. Throughout the duration of his employment, Plaintiff did not generate any of his own work as a driver for Defendants; rather, he was entirely reliant on Defendants, and received all assignments from Defendants.

49. The work performed by Plaintiff was integral to Defendants' business because Defendants were paid by AAA for the services provided by Plaintiff.

50. Plaintiff could not employ his own workers to perform his work.

51. Plaintiff was economically dependent upon Defendants for his livelihood throughout the duration of his employment.

52. Specifically, Plaintiff earned 100% of his income from Defendants throughout the duration of his employment.

53. Defendants knew, or should have known, that Plaintiff was economically dependent on Defendants and not in business for himself, as he routinely worked over forty (40) hours for Defendants.

54. At all times material hereto, Plaintiff routinely worked in excess of forty (40) hours per week as part of his regular job duties.

55. Despite working more than forty (40) hours per week, Defendants failed to pay Plaintiff proper overtime compensation at a rate of one and one-half times his regular rate of pay for the hours that he worked over forty (40) in each work week.

56. At times, Plaintiff's regular rate of pay was less than the applicable minimum wage due to the excessive hours that he worked and sub-standard wages paid.

57. Defendants have misclassified Plaintiff as an independent contractor under the FLSA.

58. Based on Plaintiff's misclassification, Defendants failed to pay Plaintiff proper minimum wages and proper overtime premium compensation for those hours that he worked over forty (40) each week.

59. Plaintiff should have been, and should be, compensated at a rate of one and one-half times his regular rate of pay for those hours that he worked in excess of forty (40) hours per workweek, as required by the FLSA, but Defendants failed to so compensate Plaintiff.

60. Additionally, Defendants should have supplemented Plaintiff's wages in those work weeks where his regular rate of pay did not exceed the applicable minimum wage, but Defendants failed to so compensate Plaintiff.

61. Upon information and belief, Plaintiff's pay and time records are in the possession of Defendant.

62. Defendants have violated Title 29 U.S.C. §§ 206-207 in that:

a. Plaintiff worked in excess of forty (40) hours in most, if not all, workweeks throughout the duration of his employment with Defendants;

b. No payments or provisions for payment have been made by Defendants to properly compensate Plaintiff at the statutory rate of one and one-half times his regular rate of pay for those hours that he worked in excess of forty (40) hours each workweek, as provided by the FLSA;

c. Defendants failed to pay Plaintiff at least minimum wage in one or more workweeks, in violation of the FLSA; and

d. Defendants failed to maintain proper time records as mandated by the FLSA;

63. Defendants' failure and/or refusal to properly compensate Plaintiff at the rates and amounts required by the FLSA were willful.

COLLECTIVE ACTION ALLEGATIONS

64. Plaintiff and the Class Members are/were Defendants' non-exempt employees who provided towing and road side assistance for Defendants, and all performed similar duties as one another.

65. Plaintiff and the Class Members were, and are, all compensated by receiving

twenty-five (25%) percent of the revenue earned by Defendants for each call that they respond to.

66. Defendants failed, and continue to fail, to compensate Plaintiff, and those similarly situated, at a time and one-half overtime premium for their hours worked over forty (40) in most, if not all, work weeks throughout the relevant period.

67. Defendants failed, and continue to fail, to compensate Plaintiff, and those similarly situated, at least the Florida minimum wage in one or more work weeks throughout the relevant period.

68. The additional persons who may become Plaintiffs in this action are/were non-exempt, employees of Defendants who provided towing and road side assistance to Defendants' and AAA customers, who were not compensated at a time and one-half overtime premium for their hours worked over forty (40) each work week, and were not compensated at least the Florida minimum wage in one or more work weeks.

69. This policy or practice was, and is, applicable to Plaintiff and the Class Members.

70. Application of this policy or practice does/did not depend on the personal circumstances of the Plaintiff or the Class Members.

71. The same policy or practice that resulted in the improper payment of overtime and minimum wages to Plaintiff applied, and continues to apply, to all Class Members. Accordingly, the Class Members are properly defined as:

All drivers who worked for Defendants within the last three years, who worked in excess of 40 hours in one or more workweeks but were not compensated at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in one or more workweeks, and/or were not compensated at a rate at least equivalent to the Florida minimum wage in one or more work weeks as required by the FLSA.

72. Specifically, despite the fact the numerous employees brought Defendants' aforementioned illegal policies and FLSA violations to Defendants' attention throughout their

employment, Defendants refused to pay Plaintiff and those similarly situated their proper compensation as required by the FLSA.

73. Defendants did not act in good faith or reliance upon any of the following in formulating their pay practices:

- a. case law;
- b. the FLSA, 29 U.S.C. § 201, *et seq.*;
- c. Department of Labor Wage and Hour Opinion Letters; or
- d. the Code of Federal Regulations.

74. During the relevant period, Defendants violated the FLSA by retaining employees in an enterprise engaged in commerce, or in the production of goods and services for commerce, within the meaning of the FLSA, as aforesaid, for one or more workweeks without compensating such employees for their work at a rate of at least one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours in a work week, and/or without compensating such employees the applicable minimum wage for all hours worked.

75. Defendants' failure to compensate the Class Members at a rate of at least one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek, and failure to compensate the Class Members at the applicable minimum wage for all hours worked results from Defendants' policy or practice that applies to all similarly situated employees, companywide.

76. Defendants acted willfully in failing to pay Plaintiff and the Class Members in accordance with the law.

77. Defendants failed to maintain accurate records for Plaintiff and the Class Members' work hours in accordance with the FLSA.

COUNT I
VIOLATION OF 29 U.S.C. §207
OVERTIME COMPENSATION

78. Plaintiff re-alleges and reincorporates paragraphs 1 through 77 as if fully set forth herein.

79. Plaintiff worked in excess of forty (40) hours per week.

80. Plaintiff was not properly compensated at the statutory rate of one and one-half times his regular rate of pay for the hours that he worked in excess of forty (40) hours each workweek.

81. Plaintiff is entitled to be paid at the statutory rate of one and one-half times Plaintiff's regular rate of pay for those hours worked in excess of forty (40) hours.

82. At all times material hereto, Defendants failed, and continue to fail, to maintain proper time records as mandated by the FLSA.

83. Defendants' actions were willful and/or manifested a reckless disregard for the provisions of the FLSA as evidenced by its failure to compensate Plaintiff at the statutory rate of one and one-half times Plaintiff's regular rate of pay for his hours worked in excess of forty (40) hours per work week when Defendants knew, or should have known, such was, and is due to Plaintiff.

84. Defendants failed to properly disclose or apprise Plaintiff of Plaintiff's rights under the FLSA.

85. Due to the intentional, willful, and unlawful acts of Defendants, Plaintiff suffered, and continues to suffer, damages and lost compensation for his hours worked over forty (40) hours per work week, plus liquidated damages.

86. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant to

29 U.S.C. § 216(b).

87. At all times material hereto, Defendants failed to comply with Title 29 and United States Department of Labor Regulations, 29 C.F.R. §§ 516.2 and 516.4, with respect to those similarly situated to the named Plaintiff by virtue of the management policy, plan or decision that intentionally did not provide for the compensation of such employees at a rate of time and one-half for their overtime hours.

88. Based upon information and belief, the employees and former employees of Defendants similarly situated to Plaintiff are/were not paid proper overtime for hours worked in excess of forty (40) in one or more workweeks, because Defendants failed to properly pay Plaintiff, and those similarly situated to him, proper overtime wages at time and one-half of their regular rate of pay for such hours.

COUNT II
VIOLATION OF 29 U.S.C. § 206
MINIMUM WAGE

89. Plaintiff re-alleges and reincorporates paragraphs 1 through 77 as if fully set forth herein.

90. Plaintiff is entitled to be paid minimum wage for all weeks worked during his employment with Defendants as a driver.

91. Defendants failed to pay Plaintiff minimum wage for all weeks worked.

92. Defendants had specific knowledge that it was paying sub-minimum wages to Plaintiff, but still failed to pay Plaintiff at least the applicable minimum wage.

93. Defendants willfully failed to pay Plaintiff the applicable minimum wage for one or more work weeks in violation of 29 U.S.C. § 206.

94. As a direct and proximate result of Defendants' deliberate underpayment of

wages, Plaintiff and the Class Members have been damaged in the loss of minimum wages for one or more weeks of work while employed by Defendants.

COUNT III
DECLARATORY RELIEF

95. Plaintiff re-alleges and incorporates paragraphs 1 through 76 of the Complaint as if fully set forth herein.

96. Plaintiff and Defendants have a Fair Labor Standards Act dispute pending, which the Court has jurisdiction to hear pursuant to 28 U.S.C. § 1331, as a federal question exists.

97. The Court also has jurisdiction to hear Plaintiff's request for declaratory relief pursuant to the Declaratory Judgment Act. 28 U.S.C. §§ 2201-2202.

98. Plaintiff may obtain declaratory relief.

99. Defendants employed Plaintiff.

100. Defendants are an enterprise.

101. Plaintiff was individually covered by the FLSA.

102. Plaintiff is entitled to overtime compensation pursuant to 29 U.S.C. § 207.

103. Plaintiff was deprived of proper minimum wages pursuant to 29 U.S.C. § 206.

104. Defendants did not keep accurate time records pursuant to 29 U.S.C. § 211(c) and 29 C.F.R. Part 516.

105. Defendants did not rely on a good faith defense in their failure to abide by the provisions of the FLSA.

106. Plaintiff is entitled to an equal amount of liquidated damages.

107. It is in the public interest to have these declarations of rights recorded.

108. Plaintiff's declaratory judgment action serves the useful purpose of clarifying and settling the legal relations at issue.

109. The declaratory judgment action terminates and affords relief from uncertainty, insecurity, and controversy giving rise to the proceeding.

110. Plaintiff demands a trial by jury.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that judgment be entered in his favor against the Defendants:

- a. An Order Certifying this case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth herein (Counts I and II);
- b. An Order compelling Defendants to disclose the names and addresses of all Class Members and permitting Plaintiff to send notice of this action all similarly situated individuals, including the publishing of notice in a manner that is reasonably calculated to apprise the Class Members of their right to join and participate in this lawsuit;
- c. An Order declaring that Defendants violated the FLSA and its regulations;
- d. An Order declaring Defendants' violations of the FLSA were willful;
- e. An Order granting judgment in favor of Plaintiff and against Defendants and awarding Plaintiff and Class Members the full amount of damages and liquidated damages available by law;
- f. Declaring, pursuant to 29 U.S.C. §§ 2201 and 2202, that the acts and practices complained of herein are in violation of the overtime and minimum wage provisions of the FLSA;
- g. Overtime compensation for all hours worked over forty in a work week at the applicable time and one-half rate;

- h. All unpaid wages at the Florida mandated minimum wage rate;
- i. An equal amount of all owed wages as liquidated damages as allowed under the FLSA;
- j. Awarding Plaintiff pre-judgment and/or post-judgment interest;
- k. Reasonable attorney's fees, costs and expenses of this action as provided by statute; and
- l. Such other relief to which Plaintiff and Class Members may be entitled, at law or in equity.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff hereby demands a trial by jury.

Dated this 12th day of July, 2018.

/s/ Chanelle J. Ventura

Chanelle J. Ventura, Esq.

Florida Bar No. 1002876

Andrew R. Frisch, Esq.

Florida Bar No. 27777

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Attorneys for Plaintiff

JS 44 (Rev. 06/17)

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

KEVIN SOSA, on behalf of himself and all similarly situated individuals

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Chanelle J. Ventura, Esq. / Morgan & Morgan, P.A.
600 N Pine Island Rd, #400, Plantation, FL 33324
Tel: 954-318-0268 / Fax: 954-327-3013

DEFENDANTS

TOPPS TOWING, INC., a Florida Profit Corporation, and DANIEL BOURGET, individually

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 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 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

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"/> 835 Patent - Abbreviated New Drug Application <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

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fair Labor Standards Act, as amended 29 U.S.C. §201, et seq.
 Brief description of cause:
Unpaid 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: 07/13/2018 SIGNATURE OF ATTORNEY OF RECORD: Chanelle Ventura

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: [Topps Towing Sued by Former Driver Over 'Compensation Scheme'](#)
