

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Xavier Arinah, on behalf of himself
and similarly situated employees,

Plaintiffs,

vs.

Sport Carwash, LLC (aka "City Car Care");
Sport Carwash Homestead, LLC;
Sport Carwash Properties, LLC;
Sport Carwash Properties Homestead, LLC;
Emilio Antelo;
Domenico Prevete;
Alexis Adan; and
Ana M. Prevete;

Defendants.

WAGE-AND-HOUR COLLECTIVE/CLASS ACTION
WITH REQUEST FOR JURY TRIAL

Plaintiff Xavier Arinah, through undersigned counsel, hereby avers:

INTRODUCTION

1. Plaintiff Xavier Arinah alleges that Defendants have failed to pay him and similarly situated employees all overtime pay and minimum wages they are owed, by requiring them to work off the clock and work over forty hours per week without receiving "time and a half." This lawsuit has been brought for Mr. Arinah and similarly situated employees of Defendants, under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, and the Florida Minimum Wage Act ("FMWA"), Fla. Stat. 448.110 *et seq.*

JURISDICTION AND VENUE

2. Defendants have transacted business in the Southern District of Florida, specifically in Dade County.

3. Most or all of the acts complained of herein have occurred at Defendants' offices in this District.
4. Therefore, this is a proper venue under 28 U.S.C. § 1391(b).
5. This Court has federal question/"arising under" jurisdiction under 28 U.S.C. § 1331 because this action arises under the laws of the United States of America, specifically the FLSA. The Court has supplemental jurisdiction under 28 U.S.C. § 1367.
6. The conditions precedent to filing this action, if any, have been satisfied.

PARTIES

7. Plaintiff is a person of the full age of majority and a resident of Dade County, Florida.
8. At all relevant times herein, Plaintiff and similarly situated employees of Defendants have been jointly employed by all Defendants.
9. Defendant **Sport Carwash, LLC (aka "City Car Care")** is an active Florida limited liability company, authorized to do business in Florida, and at all material times herein has conducted business in Dade County, Florida. Its principal address is 2800 N.W. 107 Ave., Doral, FL 33172.
10. At all material times herein, Sport Carwash, LLC has conducted business in Florida.
11. At all material times herein, Sport Carwash, LLC has operated the business in which Plaintiff and similarly situated employees have worked.
12. At all material times herein, Sport Carwash, LLC has been an enterprise engaged in commerce pursuant to the FLSA. It has directed the terms, conditions, activities, duties, and responsibilities of Plaintiff's and similarly situated employees' employment, and hence has been their employer under the FLSA.
13. At all material times herein, Sport Carwash, LLC has had annual gross receipts exceeding \$500,000 and has employed one or more employees engaged in commerce.
14. At all material times herein, Sport Carwash, LLC has acted directly or indirectly in the interest of Sport Carwash, LLC, in relation to Plaintiff and similarly

situated employees, and has directed its business activities, and hence is an employer under the FLSA.

15. Defendant **Sport Carwash Homestead, LLC** is an active Florida limited liability company, authorized to do business in Florida, and at all material times herein has conducted business in Dade County, Florida. Its principal address is 255 Alhambra Circle, Suite 500, Coral Gables, FL 33134.
16. At all material times herein, Sport Carwash Homestead, LLC has conducted business in Florida.
17. At all material times herein, Sport Carwash Homestead, LLC has operated the business in which Plaintiff and similarly situated employees have worked.
18. At all material times herein, Sport Carwash Homestead, LLC has been an enterprise engaged in commerce pursuant to the FLSA. It has directed the terms, conditions, activities, duties, and responsibilities of Plaintiff's and similarly situated employees' employment, and hence has been their employer under the FLSA.
19. At all material times herein, Sport Carwash Homestead, LLC has had annual gross receipts exceeding \$500,000 and has employed one or more employees engaged in commerce.
20. At all material times herein, Sport Carwash Homestead, LLC has acted directly or indirectly in the interest of Sport Carwash Homestead, LLC in relation to Plaintiff and similarly situated employees, and has directed its business activities, and hence is an employer under the FLSA.
21. Defendant **Sport Carwash Properties, LLC** is an active Florida limited liability company, authorized to do business in Florida, and at all material times herein has conducted business in Dade County, Florida. Its principal address is 2800 N.W. 107 Ave., Doral, FL 33172.
22. At all material times herein, Sport Carwash Properties, LLC has conducted business in Florida.
23. At all material times herein, Sport Carwash Properties, LLC has operated the business in which Plaintiff and similarly situated employees worked.

24. At all material times herein, Sport Carwash Properties, LLC has been an enterprise engaged in commerce pursuant to the FLSA. It has directed the terms, conditions, activities, duties, and responsibilities of Plaintiff's and similarly situated employees' employment, and hence was their employer under the FLSA.
25. At all material times herein, Sport Carwash Properties, LLC has had annual gross receipts exceeding \$500,000 and has employed one or more employees engaged in commerce.
26. At all material times herein, Sport Carwash Properties, LLC has acted directly or indirectly in the interest of Sport Carwash Properties, LLC in relation to Plaintiff and similarly situated employees, and has directed its business activities, and hence is an employer under the FLSA.
27. Defendant **Sport Carwash Properties Homestead, LLC** is an active Florida limited liability company, authorized to do business in Florida, and at all material times herein has conducted business in Dade County, Florida. Its principal address is 255 Alhambra Circle, Suite 500, Coral Gables, FL 33134.
28. At all material times herein, Sport Carwash Properties Homestead, LLC has conducted business in Florida.
29. At all material times herein, Sport Carwash Properties Homestead, LLC has operated the business in which Plaintiff and similarly situated employees worked.
30. At all material times herein, Sport Carwash Properties Homestead, LLC has been an enterprise engaged in commerce pursuant to the FLSA. It has directed the terms, conditions, activities, duties, and responsibilities of Plaintiff's and similarly situated employees' employment, and hence was their employer under the FLSA.
31. At all material times herein, Sport Carwash Properties Homestead, LLC has had annual gross receipts exceeding \$500,000 and has employed one or more employees engaged in commerce.
32. At all material times herein, Sport Carwash Properties Homestead, LLC has acted directly or indirectly in the interest of Sport Carwash Properties Homestead, LLC in relation to Plaintiff and similarly situated employees, and has directed its business activities, and hence is an employer under the FLSA.

33. At all relevant times herein, Defendant **Emilio Antelo** has been an officer, director, and owner of Sport Carwash, LLC (aka “City Car Care”); Sport Carwash Homestead, LLC; Sport Carwash Properties, LLC; and Sport Carwash Properties Homestead, LLC; and has controlled the terms and conditions of Plaintiff and similarly situated employees’ employment.
34. At all relevant times herein, Defendant **Domenico Prevete** has been an officer, director, and owner of Sport Carwash, LLC (aka “City Car Care”); Sport Carwash Homestead, LLC; Sport Carwash Properties, LLC; and Sport Carwash Properties Homestead, LLC; and has controlled the terms and conditions of Plaintiff and similarly situated employees’ employment.
35. At all relevant times herein, Defendant **Alexis Adan** has been an officer, director, and owner of Sport Carwash, LLC (aka “City Car Care”) and Sport Carwash Homestead, LLC, and has controlled the terms and conditions of Plaintiff and similarly situated employees’ employment.
36. At all relevant times herein, Defendant **Ana M. Prevete** has been an officer, director, and owner of Sport Carwash, LLC (aka “City Car Care”), and has controlled the terms and conditions of Plaintiff and similarly situated employees’ employment.
37. All Defendants have jointly operated and managed the business in which Plaintiff and similarly situated employees have worked, and hence are their “employers” under the FLSA and the FMWA.

FACTS AND STATEMENT OF CLAIM

38. At all relevant times herein, Plaintiff worked as an automobile washer, detailer, and finisher in Defendants’ jointly operated and managed business at 2800 N.W. 107 Ave., Doral, FL 33172.
39. Like other employees in the restaurant, Plaintiff, with Defendants’ knowledge, routinely worked “off-the-clock” hours and overtime hours (over 40 per workweek) without receiving proper, lawful compensation.
40. Plaintiff, through counsel, hereby preliminarily estimates Plaintiff’s total amount of unpaid wages, the calculations underlying it, the approximate time period in which the violations occurred, and the nature of the wages:

41. Mr. Arinah worked for approximately five months in 2015. He was paid \$8.10 per hour. However, he was not paid the minimum wage or overtime pay for all hours that he worked. He worked 11.5 hours per day, from approximately 6:30 a.m. until 7 p.m., five days a week. That adds up to 57.5 hours per week. However, on average, he was only paid for approximately 34 hours of those 57.5 hours per week.
42. Hence, in 2015, he was not paid the minimum wage of \$8.10 per hour—none of it—for 23.5 hours per week during those five months, and he was not paid the required half time of the overtime pay requirement—\$4.05 per hour—for 17.5 hours each week. Accordingly, he is owed, in minimum wage, $\$8.10/\text{hour} \times 23.5 \text{ hours/week} \times 5 \text{ months} \times 4.3 \text{ weeks per month}$, which adds up to \$4,092.00. And he is owed, in overtime pay, $\$4.05/\text{hour} \times 17.5 \text{ hours/week} \times 5 \text{ months} \times 4.3 \text{ weeks per month}$, which adds up to \$1,524.00.
43. Mr. Arinah also worked for all Defendants as an automobile detailer and finisher for approximately ten weeks in 2013. During that time period, he worked an average of 6 days per week for 11 hours per day—i.e., 66 hours per week. However, on average, he was only paid for approximately 34 hours of those 66 hours per week.
44. Hence, in 2013, he was not paid the minimum wage of \$8.10 per hour—none of it—for 32 hours per week during those 10 weeks, and he was not paid the required half time of the overtime pay requirement—\$4.05 per hour—for 26 hours each week. Accordingly, he is owed, in minimum wage, $\$8.10/\text{hour} \times 32 \text{ hours/week} \times 10 \text{ weeks}$, which adds up to \$2,592.00. And he is owed, in overtime pay, $\$4.05/\text{hour} \times 26 \text{ hours/week} \times 10 \text{ weeks}$, which adds up to \$1,053.00.
45. Thus, the past-due minimum wages add up to \$6,684.00, and the past-due overtime pay adds up to \$2,577.00.
46. However, under the Florida Minimum Wage Act, Fla. Stat. 448.110 *et seq.*, and the Fair Labor Standards Act, 29 U.S.C. 201 *et seq.*, by operation of law, Mr. Arinah is owed additional damages and penalties for Defendants' failure to pay him these wages in full and on time. Under the FMWA, he is owed twice the \$6,684.00 (\$13,368.00) as liquidated damages. Under the FLSA, he is entitled to

twice the \$2,577.00 as liquidated damages (\$5,154.00), plus attorneys' fees and costs.

47. To date, Mr. Arinah has incurred legal fees and costs totaling approximately \$8,000.00.
48. This brings the total to approximately \$26,522.00.
49. Plaintiff reserves the right to amend the above, as discovery is ongoing.

**COUNT 1 OF 2:
OVERTIME PAY COLLECTIVE ACTION
UNDER THE FAIR LABOR STANDARDS ACT;
XAVIER ARINAH, ON BEHALF OF HIMSELF AND SIMILARLY SITUATED
EMPLOYEES, VERSUS ALL DEFENDANTS**

50. Plaintiff realleges and reavers the allegations of paragraphs 1-49 as if fully set forth herein.
51. Pursuant to the FLSA, 29 U.S.C. § 201 *et seq.*, Defendants were required to pay Plaintiff and similarly situated employees minimum wage, and overtime compensation for all hours over 40 in a workweek.
52. Plaintiff and similarly situated employees regularly worked hours for which they were not compensated, in violation of the minimum wage provisions of the FLSA.
53. Plaintiff and similarly situated employees regularly worked over 40 hours in one or more workweeks, without being paid all overtime pay to which they were entitled.
54. Defendants' violations of the FLSA were reckless or intentional.
55. Plaintiff and similarly situated employees are entitled to all damages in the premises from all Defendants, and request that judgment be entered in their favor and against all Defendants for all overtime pay, liquidated damages, pre-judgment and post-judgment interest, costs, expenses, and attorneys' fees.
56. Pursuant to 29 U.S.C. § 216(b), Plaintiff intends to pursue this action not only for his own benefit, but also for the benefit of all similarly situated employees of Defendants. His Consent to Opt Into Lawsuit under the FLSA is attached hereto and incorporated herein by reference as **Exhibit "A."**
57. Plaintiff demands a jury trial for all issues so triable.

58. ***Class definition:*** All persons ever employed, part time or full time, by Defendants as an automobile washer, detailer, or finisher, during the three years preceding the filing of this Complaint.

COUNT 2 OF 2:

**MINIMUM WAGE CLASS ACTION
UNDER THE FLORIDA MINIMUM WAGE ACT;
XAVIER ARINAH, ON BEHALF OF HIMSELF AND SIMILARLY SITUATED
EMPLOYEES, VERSUS ALL DEFENDANTS**

59. Plaintiff realleges and reavers the allegations of paragraphs 1-49 as if fully set forth herein.
60. Pursuant to the FMWA, Fla. Stat. 448.110 *et seq.*, Defendants were required to pay Plaintiff and similarly situated employees a lawful minimum wage.
61. However, Plaintiff and similarly situated employees regularly worked hours for which they were not compensated, in violation of the minimum wage provisions of the FMWA.
62. Defendants' violations of the FLSA were reckless or intentional.
63. Pursuant to the Florida's class action provisions, Fla. R. Civ. P. 1.220, a class action is appropriate because there is numerosity, typicality, adequacy, and representativeness. That is, the members of the class are so numerous that separate joinder of each member is impracticable; the claims or defenses of the representative party raise common questions of law or fact common to the questions of law or fact raised by the claims or defenses of each class member; the claims of the representative party are typical of the claims or defenses of each class member; and the representative party can fairly and adequately protect and represent the interests of each class member.
64. Plaintiff and similarly situated employees are entitled to all damages in the premises from all Defendants, and request that judgment be entered in their favor and against all Defendants for all overtime pay, liquidated damages, pre-judgment and post-judgment interest, costs, expenses, and attorneys' fees.
65. Plaintiff intends to pursue this action not only for his own benefit, but also for the benefit of all similarly situated employees of Defendants.

66. Plaintiff demands a jury trial for all issues so triable.
67. ***Class definition***: All persons ever employed, part time or full time, by Defendants as an automobile washer, detailer, or finisher, during the five years preceding the filing of this Complaint.

* * *

WHEREFORE, Plaintiff, Xavier Arinah, on behalf of himself and all similarly situated employees of Defendants, prays that judgment be rendered in favor of himself and all similarly situated employees of Defendants, for all damages in the premises, and against all Defendants, jointly and solidarily, namely Sport Carwash, LLC (aka “City Car Care”); Sport Carwash Homestead, LLC; Sport Carwash Properties, LLC; Sport Carwash Properties Homestead, LLC; Emilio Antelo; Domenico Prevette; Alexis Adan; and Ana M. Prevette.

Respectfully submitted:

s/ Steven F. Grover

Steven F. Grover (FL Bar 131296)
For Steven F. Grover, PA
507 S.E. 11 Ct.
Fort Lauderdale, FL 33316
Tel.: 954-290-8826
E-mail: stevenfgrover@gmail.com
Counsel for Plaintiffs

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

XAVIER ARINAH

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

STEVEN GROVER, STEVEN F GROVER PA
507 SE 11 CT., FT. LAUDERDALE, FL 33316
TEL. 954 - 290-8826

DEFENDANTS

SPORT CARWASH, LLC, ET AL

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	FOREIGN/RENTAL	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

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): **29 USC 201**
Brief description of cause: **MINIMUM WAGE AND OVERTIME PAY CLASS ACTION**

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: **7/8/17** SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY
RECEIPT # _____ AMOUNT _____ APPEARING TFP _____ 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: [Four Car Wash LLCs, Four Individuals Hit with Wage and Hour Lawsuit](#)
