

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: _____

JENNY BETANCOURT, on behalf of herself and all others
similarly situated,

Plaintiff,

v.

FORTUNE INTERNATIONAL REALTY, INC.,

Defendant.

COLLECTIVE ACTION COMPLAINT

Plaintiff, JENNY BETANCOURT, on behalf of herself and all others similarly situated, hereby sues Defendant, FORTUNE INTERNATIONAL REALTY, INC. (“Fortune”), for violations of the Fair Labor Standards Act of 1938 (“FLSA”). As grounds, Plaintiff states as follows:

Introduction

1. This case presents yet another attempt by an employer to evade the mandatory minimum wage and overtime provisions of the FLSA by improperly designating its core revenue-generating employees as independent contractors. As the Department of Labor explained in a recent Administrative Interpretation:

Misclassification of employees as independent contractors is found in an increasing number of workplaces in the United States, in part reflecting larger restructuring of business organizations. When employers improperly classify employees as independent contractors, the employees may not receive important workplace protections such as the minimum wage, overtime compensation, unemployment

insurance, and workers' compensation. Misclassification also results in lower tax revenues for government and an uneven playing field for employers who properly classify their workers. Although independent contracting relationships can be advantageous for workers and businesses, some employees may be intentionally misclassified as a means to cut costs and avoid compliance with labor laws.¹

As alleged in more detail below, that is exactly what Fortune is doing in this case.

2. The core harms for which this case seeks redress arise from unpaid minimum wage and overtime under the FLSA.² 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 FLSA, are intended to prevent employers from pilfering the wages rightfully earned by their employees.³

3. This case implicates a real estate sales company “Fortune.” Fortune is an international real estate sales company with operations in Florida, Brazil, Argentina, Uruguay, Mexico, Italy, and Paraguay.

4. Fortune has a longstanding policy of misclassifying its employees as purported independent contractors. In doing so, Fortune required and/or permitted Plaintiff, and others similarly situated, to work as realtors on their property in excess of forty (40) hours per week, but refused to

¹See DOL Admin. Interp. No. 2015-1, at http://www.dol.gov/whd/workers/Misclassification/AI-2015_1.pdf; see also *Carlson v. FedEx Ground Package Systems, Inc.*, 787 F.3d 1313, 1323 (11th Cir. 2015) (reversing summary judgment on claims brought by delivery drivers under the Florida Deceptive and Unfair Trade Practices Act for actual damages sustained from their improper classification as independent contractors when they were, in fact, employees).

² Plaintiff has provided written notice to Fortune of her intention to pursue additional state law claims in this matter, including under Article X, Section 24 of the Florida Constitution (the “Florida Minimum Wage Act”). Plaintiff intends to amend this Complaint to assert said claims after the applicable notice period expires.

³ See *Billingsley v. Citi Trends, Inc.*, 560 Fed. Appx. 914 (11th Cir. 2014).

compensate them at the applicable minimum wage and overtime rates. In fact, Fortune refused to compensate Plaintiff at all for the hours she and others like her worked. These realtors' only compensation was in the form of a "draw" or advance on sales that realtors were required to pay back to Fortune.

The Parties, Jurisdiction and Venue

5. Plaintiff is a former salesperson who was terminated by Fortune and, therefore, she has first-hand personal knowledge of the pay violations at alleged in this case.

6. The FLSA Class Members are all of Fortune's current and former salespersons who worked at Fortune at any time during the three years prior to the filing of this Complaint up to the present.

7. Defendant Fortune is a domestic corporation doing business in Florida for the purpose of accumulating monetary profit. This Court has personal jurisdiction over Fortune because, among other reasons, its principal place of business is located in Florida.

8. This Court has jurisdiction over the subject matter of this action under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

9. Venue is proper in the Southern District of Florida because a substantial portion of the events forming the basis of this suit occurred in this District and Fortune is located in this Judicial District. In particular, Fortune's principle place of business is located at 2666 BRICKELL AVE. 3RD FLOOR MIAMI, FL 33129.

FACTUAL BACKGROUND

10. At all material times, Fortune has been an enterprise within the meaning of 3(r) of the FLSA. 29 U.S.C. § 203(r).

11. At all material times, Fortune has been an enterprise in commerce or in the production of goods for commerce within the meaning of 3(s)(1) of the FLSA because it had employees engaged in commerce and whose annual gross volume of sales made or business done is not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated) under 29 U.S.C. § 203(s)(1).

12. At all material times, Plaintiffs were individual employees who engaged in commerce or in the production of goods for commerce as required by 29 USC § 206-207.

13. At all times Fortune was an employer within the meaning of 3(d) of the FLSA. 29 U.S.C. § 203(d).

14. Fortune is an international real estate sales company with operations throughout the United States, South America and Europe. During the relevant time period, Fortune has employed hundreds of individuals throughout the as salespersons, including Plaintiffs.

15. Plaintiffs were paid on a commission-only basis when they worked for Fortune as salespersons.

16. Plaintiffs were not paid a salary when they worked for Fortune as salespersons.

17. Plaintiffs were not paid an hourly rate when they worked for Meritage as salespersons.

18. Plaintiffs were misclassified as “exempt” workers under the FLSA when they worked for Fortune as salespersons.

19. At no time did the Plaintiffs job duties require them to perform work customarily

and regularly away from their main sales offices. In fact, nearly all key sales activity relating to the duties and responsibilities of the Plaintiffs employment with Fortune took place at Fortune's main sales offices. Therefore Plaintiffs performed "inside" sales work for Fortune.

20. As salespersons, Plaintiffs were responsible for selling new homes built by Fortune. Plaintiffs worked from a Fortune model home sales office ("sales office" or "model home sales office") within a community under development. In a typical week, Plaintiffs spent over 90% of their normal workday in the sales office.

21. Plaintiffs conducted their day-to-day business operations as a salesperson from a Fortune sales office.

22. A Fortune sales office used by its salespersons is a typical business office containing a desk, telephone, computer, printer, internet access, file cabinets, various sales forms and other sales materials, an executive chair and chairs for customers to sit across from the salesperson's desk.

23. Plaintiffs were falsely classified as exempt for purposes of overtime and were denied overtime compensation and guaranteed minimum wages.

24. Plaintiffs were required to report to work at a Fortune sales office where their day-to-day business operations as a salesperson were conducted.

25. Plaintiffs rarely left the sales office to show prospective home buyers "spec" houses and vacant lots. In the limited instances in which Plaintiffs did so, they were typically gone no more than fifteen to twenty minutes, within the development where the sales office was located. There were many weeks during which Plaintiffs never left the sales office to show a prospective home buyers "spec" houses and vacant lots. Overall no more than 2.5% of the Plaintiff 40 hour work week was

spent outside the home sales office.

26. Being absent from the sales office could result in discipline of a salesperson, including termination.

27. In some work weeks during the relevant time period, Plaintiffs worked more than 40 hours per work week while working as a salesperson.

28. During the relevant time period, Fortune's sales office was open at least 8 hours each day Monday through Sunday.

29. Plaintiffs were required to work 5 days each week.

30. Plaintiffs' marketing activities with real estate agents and brokers were conducted primarily by email and telephone from the sales office.

31. During the relevant time period, Fortune held marketing events at the sales offices to which real estate agents and brokers were invited. Salespersons were required to attend these marketing events.

32. All contracts for sale of new homes that Plaintiffs obtained were entered into in the sales office.

33. As a salesperson, Plaintiffs performed a great deal of paper work in the sales office each day.

34. All of the critical or indispensable components of Plaintiffs' overall sales activities took place within the model home sales office.

35. Plaintiffs were provided with a layout in the sales offices showing the location of each available lot and home within the community, as well as the location of the other amenities in the community, such as the community pool. Plaintiffs were trained and required to use this layout with

potential customers in the sales office to explain the location of any available home or lot within the community, as well as any amenities near the available home or lot.

36. Plaintiffs typically spent at least 4 or 5 hours per week performing additional work that was unrelated to their own sales or solicitations.

37. As a salesperson, Plaintiffs spent several hours each day on the telephone in the sales office.

V. COLLECTIVE ACTION ALLEGATIONS

38. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully rewritten herein.

39. Defendants' business operations, and the job duties, working conditions, wages and compensation of Plaintiffs are substantially similar, if not identical, at all of Defendants' locations throughout the country.

40. Other employees have been victimized by this pattern, practice, and policy of the Defendants that is in violation of the FLSA. Plaintiffs are aware that the illegal practices and policies of Defendants have been imposed on other workers.

41. The collective action consists of current and former individuals who worked for Defendants or their subsidiaries or divisions, who during the relevant time period were misclassified as exempt and were not paid minimum wages and/or overtime compensation at time and one half for hours they worked over 40 in a week in violation of the FLSA and whose job duties included performing sales of newly constructed homes from a sales office.

42. Plaintiff shared common job duties and responsibilities as salespersons. Thus, Plaintiff's experiences are typical of the experience of Defendants' other salespersons.

43. Plaintiffs file this case as an “opt-in” collective action as specifically allowed by 29 U.S.C. §216(b).

44. Plaintiffs request that Defendants fully identify all others similarly situated in order that proper notice of their right to consent to participation in this collective action may be distributed, including immediately providing the name, last known address, telephone number dates of employment, and job title(s) of all those similarly situated so that notice may be sent to those persons immediately.

45. Plaintiffs seek to represent those similarly situated who have provided consent in writing to join this action as required by 29 U.S.C. § 216(b). These FLSA 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.

46. Those individuals who choose to opt in will be listed on subsequent pleadings and copies of the written consents to sue will be incorporated herein by reference.

47. Plaintiffs bring these claims on their behalf and on behalf of all other similarly situated salespersons who have not been fully compensated for all work performed, time spent, and activities conducted for the benefit of Defendants.

48. Plaintiffs frequently performed work unrelated to sales of newly constructed homes for which they were not compensated.

49. The experiences of Plaintiff, with respect to her job duties, are typical of the experiences of the FLSA Class Members.

50. The specific job titles or precise job responsibilities of each FLSA Class Member does not prevent collective treatment.

51. All FLSA Class Members, irrespective of their particular job requirements, are entitled to

overtime compensation for hours worked in excess of forty during a workweek.

52. All FLSA Class Members, irrespective of their particular job requirements, are entitled to compensation for hours worked at the federally mandated minimum wage rate.

53. Plaintiffs will fairly and adequately represent and protect the interests of those who are similarly situated.

54. Although the exact amount of damages may vary among the FLSA Class Members, the damages for the FLSA Class Members can be easily calculated by a formula. The claims of all the FLSA Class Members arise from a common nucleus of facts. Liability is based on a systematic course of wrongful conduct by Fortune that caused harm to all the FLSA Class Members.

55. As such, the FLSA Class of similarly situated Plaintiffs is properly defined as follows:

Current and former employees who worked for Fortune or its subsidiaries, who at any time in the three years preceding the filing of this suit through the present (“relevant time period”) were misclassified as exempt and were not paid minimum wages and/or overtime compensation at time and one-half their regular rates of pay for hours they worked over 40 in a work week in violation of the FLSA and whose job duties included performing sales of newly constructed homes from Fortune’s sales offices, with the job title of salesperson, sales counselor, sales manager, sales associate, or any other similar title who were paid as commissioned, exempt employees or independent contractors (referred to herein as a “salesperson” or “salespersons”).

COUNT 1—VIOLATIONS OF THE FLSA

56. Each and every allegation contained in the foregoing paragraphs is re-alleged as if fully rewritten herein.

57. Fortune’s practice of failing to pay Plaintiff and FLSA Class Members time-and-a half rate for hours in excess of forty (40) per workweek violates the FLSA. 29 U.S.C. § 207. None of the exemptions provided by the FLSA regulating the duty of employers to pay overtime at a rate not less than one and one-half times the regular rate at which its employees are employed are applicable to Plaintiff

and the FLSA Class Members.

58. Fortune's practice of failing to pay Plaintiff and the FLSA Class Members at the required minimum wage rate violates the FLSA. 29 U.S.C. § 206. None of the exemptions provided by the FLSA regulating the duty of employers to pay employees for all hours worked at the required minimum wage rate are applicable to Plaintiff or the FLSA Class Members.

59. Defendants have not made a good faith effort to comply with the FLSA.

60. Each Defendant's conduct was willful within the meaning of 29 U.S.C. § 255(a).

61. In further violation of the FLSA, Defendants have failed to maintain accurate employee pay records, including the number of hours worked per work week, by Plaintiff and by all other similarly situated salespersons.

62. Defendants deliberately misclassified Plaintiff and all other similarly situated salespersons as exempt employees and independent contractors to avoid paying them overtime compensation.

63. No exemption excused the Defendants from paying Plaintiff and all other similarly situated salespersons minimum wages and/or overtime compensation, despite the fact that:

- a. Fortune set the Plaintiffs schedule;
- b. Fortune hired, fired, and supervised the Plaintiff;
- c. Fortune enforced a dress code for the Plaintiff;
- d. Fortune controlled the details of the Plaintiff work including their work schedule, procedures, and appointments;
- e. Fortune required Plaintiffs to attend weekly mandatory meetings;
- f. Fortune disciplined Plaintiffs for failing to attend mandatory meetings or not reporting to work on schedule;

64. Defendants knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice regarding overtime compensation owed to Plaintiffs and to all other similarly situated salespersons.

65. Defendants knowingly failed to pay overtime to Plaintiffs in violation of the FLSA.

66. Defendants' conduct has been willful and in bad faith. Plaintiff and all others similarly situated are entitled to liquidated damages for such conduct.

67. Defendants' practice is to be deliberately indifferent to violations of overtime and/or minimum wage requirements.

68. Fortune failed to keep adequate records of Plaintiff and the FLSA Class Members' work hours and pay in violation of section 211(c) of the FLSA. *See* 29 U.S.C. § 211(c). Federal law mandates that an employer is required to keep for three (3) years all payroll records and other records containing, among other things, the following information:

- a) The time of day and day of week on which the employees' work week begins;
- b) The regular hourly rate of pay for any workweek in which overtime compensation is due under section 7(a) of the FLSA;
- c) An explanation of the basis of pay by indicating the monetary amount paid on a per hour, per day, per week, or other basis;
- d) The amount and nature of each payment which, pursuant to section 7(e) of the FLSA, is excluded from the "regular rate";
- e) The hours worked each workday and total hours worked each workweek;
- f) The total daily or weekly straight time earnings or wages due for hours worked during the workday or workweek, exclusive of premium overtime compensation;
- g) The total premium for overtime hours. This amount excludes the straight-time earnings

for overtime hours recorded under this section;

- h) The total additions to or deductions from wages paid each pay period including employee purchase orders or wage assignments;
- i) The dates, amounts, and nature of the items which make up the total additions and deductions;
- j) The total wages paid each pay period; and
- k) The date of payment and the pay period covered by payment. 29 C.F.R. 516.2, 516.5.

69. Fortune has not complied with federal law and has failed to maintain such records with respect to Plaintiff and the FLSA Class Members. Because Fortune's records are inaccurate and/or inadequate, Plaintiff and the FLSA Class Members can meet their burden under the FLSA by proving that they, in fact, performed work for which they were improperly compensated, and produce sufficient evidence to show the amount and extent of the work "as a matter of a just and reasonable inference." *See, e.g., Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 687 (1946).

70. Plaintiff was a lawfully non-exempt employee and was improperly classified as an exempt employee and/or independent contractor.

71. Defendants have violated the FLSA by failing to pay Plaintiff and all other similarly situated salespersons minimum wages and/or overtime compensation at a rate of one and one half for all hours worked in excess of 40 hours per week.

72. Plaintiff hereby demands a trial by jury.

WHEREFORE Plaintiff and all those similarly situated to them who have or will opt into this action, respectfully requests that this Court follow the certification procedures of § 216 of the Fair Labor Standards Act and certify a collective action, and that subsequent thereto Plaintiffs and all others who opt-in to this action recover the following:

- a) Designation of this action as a collective action on behalf of the FLSA Class Members and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of an FLSA Opt-In Class, appraising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. §216(b) and appointing Plaintiff and her counsel to represent the Collective Action members;
- a. an order preliminarily and permanently restraining and enjoining Defendants from engaging in the aforementioned pay violations;
- b. damages and restitution for all unpaid wages (including fringe benefits and bonuses), unpaid overtime compensation (at time and one-half), and unpaid minimum wages and other injuries, as provided by the FLSA;
- c. liquidated damages, as provided by the FLSA, equal to the sum of the amount of wages and overtime compensation that were not properly paid;
- d. all applicable penalties for the violations set forth herein;
- e. an award of reasonable attorney's fees, expenses, expert fees and costs incurred in vindicating the rights of Plaintiffs and all those similarly situated;
- f. an award of pre-judgment and post-judgment interest at the highest rate permitted by law; and
- g. such other and further relief, at law or in equity, as this Court deems just and appropriate.

Respectfully submitted by;

Lead Counsel for Plaintiff
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/s/ Raymond R. Dieppa
Raymond R. Dieppa, Esq.
Florida Bar No. 27690
E-Mail: ray.dieppa@floridalegal.law

JS 44 (Rev. 2/08)

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 THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS
 JENNY BETANCOURT

(b) County of Residence of First Listed Plaintiff MIAMI-DADE COUNTY
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Christopher W. Wadsworth, Esq. Wadsworth Law, LLLP 14 Northeast
 First Avenue, 10th Floor Miami, Florida 33132; (305) 777-1000

DEFENDANTS
 FORTUNE INTERNATIONAL REALTY, INC.

County of Residence of First Listed Defendant MIAMI-DADE COUNTY
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

(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)

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 (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	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 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"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<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"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	PROPERTY RIGHTS
<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"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <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 checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <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))
			IMMIGRATION	FEDERAL TAX SUITS
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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

VI. RELATED/RE-FILED CASE(S). (See instructions second page):

a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION 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):

COLLECTIVE ACTION FOR FAIR LABOR STANDARDS ACT VIOLATION 29 U.S.C. § 216(b)

LENGTH OF TRIAL via 10 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 SIGNATURE OF ATTORNEY OF RECORD DATE

[Signature] 11-9-17

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Alabama

JENNY BETANCOURT, on behalf of herself and all others similarly situated,

Plaintiff(s)

v.

FORTUNE INTERNATIONAL REALTY, INC.,

Defendant(s)

Civil Action No. 1:17-cv-24123-XXX

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) FORTUNE INTERNATIONAL REALTY, INC. 2666 BRICKELL AVE., 3RD FLOOR MIAMI, FL 33129.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Christopher W. Wadsworth Wadsworth Law, LLLP 14 N.E. 1st Avenue, 10th Floor Miami, Florida 33132

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 1:17-cv-24123-XXX

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify):*

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Fortune International Realty Facing Former Employee's Wage and Hour Suit](#)
