

FILED

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

2018 MAY 29 PM 1:38

CLERK, US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS, FLORIDA

RAFAEL CHAVEZ, on behalf of himself
and all similarly situated individuals,

Plaintiff,

v.

BA PIZZA INC., a Florida Profit Corporation;
BA PIZZA II, INC., a Florida Profit
Corporation; **BA PIZZA III, INC.**, a Florida
Profit Corporation; and **TOM VENITIS**,
individually,

Defendants.

Case No.
2:18-cv-375-FYM-99MRM
JURY DEMAND

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, **RAFAEL CHAVEZ** (“Plaintiff”), on behalf of himself and other employees and former employees similarly situated, by and through the undersigned counsel, brings this action against Defendants, **BA PIZZA, INC.**, a Florida Profit Corporation (“BA Pizza”); **BA PIZZA II, INC.**, a Florida Profit Corporation (“BA Pizza II”); **BA PIZZA III, INC.**, a Florida Profit Corporation (“BA Pizza III”); and **TOM VENITIS**, individually (“Venitis”) (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. The FLSA is designed to eliminate “labor conditions 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).

2. To achieve its purposes, the FLSA requires three things. First, the FLSA requires payment of minimum wages. 29 U.S.C. § 206(a).

3. Second, the FLSA requires overtime pay for a covered employer whose employees work in excess for 40 hours per workweek. 29 U.S.C. 207(a).

4. Third, the FLSA establishes minimum recordkeeping requirements for covered employers. 29 U.S.C. § 211(a); 29 U.S.C. § 516.2(a)(7).

5. Plaintiff was a non-exempt employee for Defendants.

6. Plaintiff was paid an hourly rate of pay for all of the hours that he worked.

7. However, Defendants implemented illegal pay procedures that deprived Plaintiff of proper overtime compensation for his hours worked in excess for forty (40) hours each week.

JURISDICTION

8. Jurisdiction in this Court is proper as the claims are brought pursuant to the Fair Labor Standards Act, as amended (29 U.S.C. §201, *et seq.*, hereinafter called the “FLSA”) to recover unpaid overtime compensation, an additional equal amount as liquidated damages, obtain declaratory relief, and reasonable attorneys’ fees and costs.

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 Collier County, Florida, located within the Middle District of Florida.

PARTIES

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

13. At all times material hereto, Defendant, BA Pizza, was a Florida Profit Corporation.

14. BA Pizza was engaged in business in Florida, with a principal place of business in Lee County, Florida.

15. At all times material hereto, Defendant, BA Pizza II, was a Florida Profit Corporation.

16. BA Pizza II was engaged in business in Florida, with a principal place of business in Collier County, Florida.

17. At all times material hereto, Defendant, BA Pizza III, was a Florida Profit Corporation.

18. BA Pizza III was engaged in business in Florida, with a principal place of business in Lee County, Florida.

19. At all times material hereto, all corporate Defendants—BA Pizza, BA Pizza II, and BA Pizza III—were doing business as Leoni’s Pizzeria.

20. At all times material hereto, Defendant, Venitis, owned and jointly operated three pizzerias d/b/a Leoni’s Pizzeria, throughout Lee and Collier counties.

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

22. At all times material hereto, Defendant, Venitis, was an “employer” as defined by 29 U.S.C. § 201, *et seq.*

23. At all times material hereto, Defendant, Venitis, owned and operated BA Pizza.

24. At all times material hereto, Defendant, Venitis, regularly exercised authority to

hire and fire employees of BA Pizza.

25. At all times material hereto, Defendant, Venitis, regularly exercised authority to determine the work schedules for the employees of BA Pizza.

26. At all times material hereto, Defendant, Venitis, regularly exercised authority to control the finances and operations of BA Pizza.

27. At all times material hereto, Defendant, Venitis, owned and operated BA Pizza II.

28. At all times material hereto, Defendant, Venitis, regularly exercised authority to hire and fire employees of BA Pizza II.

29. At all times material hereto, Defendant, Venitis, regularly exercised authority to determine the work schedules for the employees of BA Pizza II.

30. At all times material hereto, Defendant, Venitis, regularly exercised authority to control the finances and operations of BA Pizza II.

31. At all times material hereto, Defendant, Venitis, owned and operated BA Pizza III.

32. At all times material hereto, Defendant, Venitis, regularly exercised authority to hire and fire employees of BA Pizza III.

33. At all times material hereto, Defendant, Venitis, regularly exercised authority to determine the work schedules for the employees of BA Pizza III.

34. At all times material hereto, Defendant, Venitis, regularly exercised authority to control the finances and operations of BA Pizza III.

35. At all times material hereto, Defendants, BA Pizza, BA Pizza II, and BA Pizza III, have a common management structure.

36. At all times material hereto, Defendants were, and are, a joint enterprise. *See*

Cornell v. CF Center, LLC, 2011 WL 196947 (11th Cir. 2011).

37. At all times material hereto, Defendants existed for the common business purpose of operating pizzeria restaurants.

38. At all times material hereto, Defendant, BA Pizza, did business as a pizzeria restaurant, known as “Leoni’s Pizzeria.”

39. At all times material hereto, Defendant, BA Pizza, operated a pizzeria restaurant that held itself out to the public as “Leoni’s Pizzeria.”

40. At all times material hereto, Defendant, BA Pizza II, did business as a pizzeria restaurant, known as “Leoni’s Pizzeria.”

41. At all times material hereto, Defendant, BA Pizza II, operated a pizzeria restaurant that held itself out to the public as “Leoni’s Pizzeria.”

42. At all times material hereto, Defendant, BA Pizza III, did business as a pizzeria restaurant, known as “Leoni’s Pizzeria.”

43. At all times material hereto, Defendant, BA Pizza III, operated a pizzeria restaurant that held itself out to the public as “Leoni’s Pizzeria.”

44. Based on information and belief, at all times material hereto, the owner/members of BA Pizza, BA Pizza II, and BA Pizza III, all profited from the revenues of all of the restaurants, through their membership, ownership, and/or interest in the restaurants.

45. At all times material hereto, BA Pizza, BA Pizza II, and BA Pizza III, shared one centralized website located at www.leonispizza.com.

46. At all times material hereto, all of the aforementioned restaurant locations have an identical menu to one another, as evidenced by the menu section on their centralized website. *See* www.leonispizza.com/menu.

47. At all times material hereto, all of the aforementioned restaurant locations offered identical food options.

48. At all times material hereto, all of the aforementioned restaurant locations priced all of their menu options identically to all other of the aforementioned restaurant locations.

49. At all times material hereto, Defendants uniformly set prices for all of the aforementioned restaurant locations, regarding each menu item.

50. At all times material hereto, all of the aforementioned restaurant locations utilized identical recipes as one another, for all dishes/food offered by all of the aforementioned restaurant locations.

51. At all times material hereto, all of the aforementioned restaurant locations utilized the same vendors for the same products.

52. At all times material hereto, all of the aforementioned restaurant locations were centrally managed by the same corporate management.

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

54. At all times material hereto, Plaintiff was an “employee” of Defendants within the meaning of the FLSA.

55. At all times material hereto, Defendants were “employers” within the meaning of the FLSA.

56. Defendants were, and continue to be, “employers” within the meaning of the FLSA.

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

58. At all times material hereto, Defendants were, and continue to be, a “joint

enterprise” within the meaning of the FLSA.

59. At all times material hereto, Defendants jointly employed Plaintiff and those similarly situated to Plaintiff, within the meaning of the FLSA.

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

61. 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.

62. 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*, food and beverage items, and the necessary supplies and equipment used to prepare and deliver food, which were used directly in furtherance of Defendants’ commercial activity of operating pizzeria restaurants.

63. At all times material hereto, Plaintiff was “engaged in commerce.”

64. At all times material hereto, Plaintiff was subject to individual coverage of the FLSA.

65. Plaintiff regularly accepted deliveries of goods that previously travelled in interstate commerce.

66. Plaintiff regularly processed credit card transactions as part of his regular duties for defendants.

67. At all times material hereto, Plaintiff was engaged in the “production of goods and services” and subject to the individual coverage of the FLSA.

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

STATEMENT OF FACTS

69. Defendants own and operate three pizzeria restaurants in Florida.

70. One of Defendants' restaurants is located at 7460 San Carlos Blvd., Fort Myers, Florida, 33967.

71. One of Defendants' restaurants is located at 4131 Bonita Beach Road, Bonita Springs, Florida 34134.

72. One of Defendants' restaurants is located at 9503 Tamiami Trail, North Naples, Florida 34108.

73. Plaintiff was employed by Defendants from approximately September 2015 through February 2018.

74. Plaintiff was employed by Defendants as a non-exempt, hourly-paid, employee throughout the duration of his employment.

75. Plaintiff was employed at Defendants' 9503 Tamiami Trail, North Naples, Florida location.

76. Plaintiff's duties included delivering food, assembling take-out orders, and completing general cleaning tasks throughout the restaurant.

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

78. Plaintiff was compensated at an hourly rate of \$8.05 to \$8.25 per hour.

79. In most, if not all, workweeks, Plaintiff worked for Defendants in excess of forty (40) hours.

80. However, Defendants failed to compensate Plaintiff at a rate of one and one-half times Plaintiff's regular rate of pay for all of the hours that he worked in excess of forty (40) hours in a given workweek.

81. Instead, Defendants paid Plaintiff his overtime hours worked in excess of forty (40) hours within each workweek at his regular rate of pay.

82. Defendants paid Plaintiff for his overtime hours worked in excess of forty (40) hours within each workweek in cash.

83. 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.

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

85. Defendants have violated 29 U.S.C. § 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 Plaintiff's regular rate of pay for those hours worked in excess of forty (40) hours per workweek, as provided by the FLSA; and
- c. Defendants failed to maintain proper time records as mandated by the FLSA.

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

87. Plaintiff retained the law firm of MORGAN & MORGAN, P.A. to represent him in the litigation and has agreed to pay the firm a reasonable fee for its services.

COLLECTIVE ACTION ALLEGATIONS

88. Plaintiff and the class members are/were all non-exempt, hourly-paid, employees of Defendants and performed similar duties as one another.

89. Defendants failed to compensate Plaintiff, and those similarly situated, a time and one-half overtime premium for their hours worked over forty (40) in workweeks throughout the relevant period.

90. The additional persons who may become Plaintiffs in this action are/were non-exempt, hourly-paid, employees of the Defendants who were not compensated at a time and one-half overtime premium for their hours worked over forty (40).

91. This policy or practice was applicable to Plaintiff and the class members.

92. Application of this policy or practice does/did not depend on the personal circumstances of the Plaintiff or those joining this lawsuit.

93. Rather the same policy or practice that resulted in the improper payment of overtime to Plaintiff applied, and continues to apply, to all class members.

94. Accordingly, the class members are properly defined as:

All hourly-paid, non-exempt, employees who worked for Defendants within the last three (3) 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 work weeks as required by the FLSA.

95. 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.

96. 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.

97. 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.

98. Defendants' failure to compensate their employees 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 results from Defendants' policy or practice that applies to all similarly situated employees, companywide.

99. Defendants acted willfully in failing to pay Plaintiff and the class members in accordance with the law.

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

100. Plaintiff re-alleges and reincorporates paragraphs 1 to 99 as if fully set forth herein.

101. At various times material hereto, Plaintiff performed non-exempt work, and worked in excess of forty (40) hours, in most, if not all, workweeks.

102. However, Plaintiff was not compensated at the statutory rate of one and one-half times Plaintiff's regular rate of pay for the hours that he worked in excess of forty (40) hours in most, if not all, workweeks.

103. Plaintiff was, and is, entitled to be paid at the statutory rate of one and one-half

times Plaintiff's regular rate of pay for those hours that he worked in excess of forty (40) hours in a workweek.

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

105. Defendants' actions were willful and/or showed 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 the hours that he worked in excess of forty (40) hours per workweek when they knew, or should have known, such was, and is, due.

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

107. Due to the intentional, willful, and unlawful acts of Defendants, Plaintiff suffered and continues to suffer damages and lost compensation for the hours that he worked over forty (40) hours in a given workweek, plus liquidated damages.

108. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216(b).

WHEREFORE, Plaintiff requests a judgment entered in his favor and against the Defendants for actual and liquidated damages, as well as costs, expenses and attorneys' fees and such other relief deemed proper by this Court.

COUNT II
DECLARATORY RELIEF

109. Plaintiff re-alleges and incorporates paragraphs 1 through 99 of the Complaint as if fully set forth herein.

110. 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.

111. 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.

112. Plaintiff may obtain declaratory relief.

113. Defendants employed Plaintiff.

114. Defendants are an enterprise.

115. Plaintiff was individually covered by the FLSA.

116. Plaintiff is entitled to overtime compensation pursuant to 29 U.S.C. § 207(a)(1).

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

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

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

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

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

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

123. Plaintiff demands a trial by jury.

REQUEST FOR RELIEF

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

- a. Declaring, pursuant to 29 U.S.C. §§ 2201 and 2202, that the acts and practices complained of herein are in violation of the maximum hour provisions of the FLSA;

- b. Awarding Plaintiff overtime compensation in the amount due to him for his time worked in excess of forty (40) hours per workweek;
- c. Awarding Plaintiff liquidated damages in an amount equal to the overtime award;
- d. Awarding Plaintiff reasonable attorneys' fees and costs and expenses of the litigation pursuant to 29 U.S.C. §216(b);
- e. Awarding Plaintiff pre-judgment interest;
- f. Granting Plaintiff an order, on an expedited basis, allowing him to send Notice of this action, pursuant to § 216(b), to those similarly situated to Plaintiff; and
- g. Ordering any other further relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Dated: May 22, 2018.

Respectfully submitted,

s/ Chanelle J. Ventura
Chanelle J. Ventura
Florida Bar No.: 1002876
Morgan & Morgan, P.A.
600 N. Pine Island Road, Suite 400
Plantation, FL 33324
Telephone: (954) 318-0268
Facsimile: (954) 327-3016
Email: cventura@forthepeople.com

Counsel for Plaintiff

JS44 (Rev. 11/16 NDGA)

CIVIL COVER SHEET

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

RAFAEL CHAVEZ, on behalf of himself and all similarly situated individuals,

DEFENDANT(S)

BA PIZZA, INC., a Florida Profit Corporation,
BA PIZZA II, INC., a Florida Profit Corporation,
BA PIZZA III, INC., a Florida Profit Corporation, and
TOM VENITIS, individually,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Lee County
(EXCEPT IN U.S. PLAINTIFF CASES)

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

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Chanelle J. Ventura, Esquire
Morgan & Morgan, P.A.,
600 N. Pine Island Road, Suite 400,
Plantation, FL 33311; (904) 318-0268 x7429;
cventura@forthepeople.com

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)
(FOR DIVERSITY CASES ONLY)

- | | | | | |
|----------------------------|----------------------------|----------------------------|----------------------------|---|
| PLF | DEF | PLF | DEF | |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 | INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 | INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 | FOREIGN NATION |
| | | | | |

IV. 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 District)
- 6 MULTIDISTRICT LITIGATION - TRANSFER
- 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
- 8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. 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)

29 U.S.C. §207, OVERTIME VIOLATION; 28 U.S.C. §§ 2201-2202, DECLARATORY JUDGMENT

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
- 2. Unusually large number of claims or defenses.
- 3. Factual issues are exceptionally complex
- 4. Greater than normal volume of evidence.
- 5. Extended discovery period is needed.
- 6. Problems locating or preserving evidence
- 7. Pending parallel investigations or actions by government.
- 8. Multiple use of experts.
- 9. Need for discovery outside United States boundaries.
- 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT \$ 400.00 APPLYING IFP _____ MAG. JUDGE (IFP) _____
JUDGE _____ MAG. JUDGE _____ NATURE OF SUIT _____ CAUSE OF ACTION _____
(Referral)

JMM 012485

2:18 CV. 375 JMM 99MRM

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 CLERK, U.S. DISTRICT COURT
 MIDDLE DISTRICT
 FORT MYERS, FLORIDA

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERANS BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EML. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

- CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____
- JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

- 7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

s/ Chanelle J. Ventura

May 22, 2018

SIGNATURE OF ATTORNEY OF RECORD

DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Operators of Florida Eatery Leoni's Pizzeria Hit with Unpaid Overtime Complaint](#)
