

In the United States District Court  
for the Middle District of Florida

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Dorraine Cooper-Rooney,

*On behalf of herself and those  
similarly situated,*

Plaintiff,

v.

Tampa Bay Operations, LLC; SWF  
Operations, LLC; Gulf Coast Operations, LLC;  
EM Operations, LLC; Pine Island Operations,  
LLC; SFDP Operations, LLC; Wehbe Rockin,  
Inc.; Wehbe Jammin, Inc.; Erin Mullins; Keith  
Smith; and Freddie Wehbe;

Defendants.

Case No.

Judge

Magistrate Judge

Jury Demand Endorsed Hereon

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Class and Collective Action Complaint

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**I. Introduction**

1. Dorraine Cooper-Rooney, on behalf of herself and all similarly-situated individuals, brings this action against Defendants SWF Operations, LLC; Gulf Coast Operations, LLC; EM Operations, LLC; Pine Island Operations, LLC; Tampa Bay Operations, LLC; SFDP Operations, LLC; Wehbe Rockin, Inc.; Wehbe Jammin, Inc.; Erin Mullins; Keith Smith; and Freddie Wehbe. Plaintiff seeks appropriate monetary, declaratory, and equitable relief based on Defendants' willful failure to compensate Plaintiff and similarly-situated individuals with minimum wages as required by the Fair Labor Standards Act ("FLSA"), and the Florida Constitution, Art. X, § 24.

2. Defendants SWF Operations, LLC; Gulf Coast Operations, LLC; EM Operations, LLC; Pine Island Operations, LLC; Tampa Bay Operations, LLC; SFDP Operations, LLC; Erin Mullins; and Keith Smith (the “Mullins Defendants”) currently operate approximately 27 Domino’s pizza restaurants in Gainesville, Tampa, Bradenton and surrounding areas (the “West Central Florida Domino’s”).

3. Until January or February of 2016, Wehbe Rockin, Inc.; Wehbe Jammin, Inc.; and Freddie Wehbe owned and operated at least some of the West Central Florida Domino’s locations, before selling them to the Mullins Defendants.

4. Plaintiff worked for Defendants as a delivery driver at their Domino’s restaurant located at 5050 Gall Blvd., Zephyrhills, FL 33542.

5. Defendants have repeatedly and willfully violated the Fair Labor Standards Act and Florida Constitution by failing to adequately reimburse delivery drivers for their delivery-related expenses, thereby failing to pay delivery drivers the legally mandated minimum wages for all hours worked.

6. All delivery drivers at the Defendants’ stores, including Plaintiff, have been subject to the same employment policies and practices, including policies and practices with respect to wages and reimbursement for out-of-pocket expenses.

7. Plaintiff brings this action on behalf of herself and similarly situated current and former delivery drivers who elect to opt in pursuant to FLSA, 29 U.S.C. § 216(b) to remedy violations of the FLSA wage and hour provisions by Defendants.

8. Plaintiff also brings this action on behalf of herself and similarly situated current and former delivery drivers in Florida pursuant to Federal Rule of Civil Procedure 23, to remedy violations of the Florida Constitution, Fla. Const., Art. X, § 24.

## **II. Jurisdiction and Venue**

9. Under 28 U.S.C. § 1331 and 29 U.S.C. § 216(b), this Court has jurisdiction over Plaintiff's FLSA claims.

10. Under 28 U.S.C. § 1367, this Court has supplemental jurisdiction over Plaintiff's Florida Constitution claims.

11. Venue in this Court is proper under 28 U.S.C. § 1391(b) because the parties reside in this district and a substantial part of the events giving rise to the claim herein occurred in this district.

## **III. Parties**

### **Plaintiff**

12. Plaintiff Dorraine Cooper-Rooney resides in Wesley Chapel, Florida. Further, at all times material herein, Plaintiff worked within the boundaries of the Middle District of Florida.

13. Plaintiff was an "employee" of all of the Defendants as defined in the FLSA, and Fla. Const., Art. X, § 24.

14. Plaintiff has given written consent to join this action.

### **Defendants**

15. The Mullins Defendants have jointly employed Plaintiff and similarly situated delivery drivers at all times relevant.

16. The Mullins Defendants had substantial control over Plaintiff and similarly situated delivery drivers' working conditions, and over the unlawful policies and practices alleged herein.

17. The Mullins Defendants are part of a single integrated enterprise.

18. At all relevant times, the restaurants shared common management and were centrally controlled and/or owned by the Mullins Defendants.

19. At all relevant times, the Mullins Defendants maintained control over labor relations at the West Central Florida Domino's restaurants.

20. During all relevant times, the Mullins Defendants permitted employees to transfer or be shared by and between the West Central Florida Domino's restaurants without retraining.

21. The Mullins Defendants share or co-determine those matters governing the essential terms and conditions of employment for Plaintiff and similarly situated delivery drivers at the West Central Florida Domino's restaurants.

22. The Mullins Defendants suffer or permit Plaintiff and other delivery drivers to work.

23. The Mullins Defendants have direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated delivery drivers, and also exercise that authority.

24. During all relevant times, the Mullins Defendants also exercised operational control over the delivery drivers at the West Central Florida Domino's restaurants, including, but not limited to, control over recruiting and training of delivery drivers, compensation of delivery drivers, job duties of delivery drivers, reimbursements to delivery drivers, recruiting and training managers, design and layout of the restaurants, sales and marketing programs, public relations programs, promotional services, appearance and conduct standards, inventory, and inventory controls.

### **Tampa Bay Operations, LLC**

25. Defendant Tampa Bay Operations, LLC is a Florida limited liability company.

26. Tampa Bay Operations, LLC is the corporate entity that appears on Plaintiff's paystubs for work she completed for Defendants.

27. Tampa Bay Operations, LLC has a principal address of 505 Gall Blvd., Zephyrhills, Florida 33524.

28. Tampa Bay Operations, LLC's mailing address is 3908 Douglas Hill Place, Parrish, Florida 34219.

29. Tampa Bay Operations, LLC's registered agent is Erin Mullins.

30. Erin Mullins is the manager of Tampa Bay Operations, LLC.

31. Tampa Bay Operations, LLC has substantial control over Plaintiff and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.

32. Upon information and belief, Tampa Bay Operations, LLC applies or causes to be applied substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

33. Tampa Bay Operations, LLC has direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated employees.

34. At all relevant times, Tampa Bay Operations, LLC maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, reimbursements, pay rates, deductions, and other practices.

35. Tampa Bay Operations, LLC is an "employer" of Plaintiff and similarly situated employees as that term is defined by the FLSA and Fla. Const., Art. X, § 24.

36. At all relevant times, Tampa Bay Operations, LLC has been and continues to be an enterprise engaged in “the production of goods for commerce” within the meaning of the phrase as used in the FLSA.

37. Tampa Bay Operations, LLC’s gross revenue exceeds \$500,000 per year.

**SWF Operations, LLC**

38. Defendant SWF Operations, LLC is a Florida limited liability company.

39. SWF Operations, LLC has a principal address of 10654 Colonial Blvd., Suite 1, Ft. Myers, Florida 33913.

40. SWF Operations, LLC’s mailing address is 3908 Douglas Hill Place, Parrish, Florida 34219.

41. SWF Operations, LLC’s registered agent is Erin Mullins.

42. Erin Mullins is the manager of SWF Operations, LLC.

43. SWF Operations, LLC has substantial control over Plaintiff and similarly situated employees’ working conditions, and over the unlawful policies and practices alleged herein.

44. Upon information and belief, SWF Operations, LLC applies or causes to be applied substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

45. SWF Operations, LLC has direct or indirect control of the terms and conditions of Plaintiff’s work and the work of similarly situated employees.

46. At all relevant times, SWF Operations, LLC maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring,

firing, disciplining, timekeeping, payroll, reimbursements, pay rates, deductions, and other practices.

47. SWF Operations, LLC is an “employer” of Plaintiff and similarly situated employees as that term is defined by the FLSA and Fla. Const., Art. X, § 24.

48. At all relevant times, SWF Operations, LLC has been and continues to be an enterprise engaged in “the production of goods for commerce” within the meaning of the phrase as used in the FLSA.

49. SWF Operations, LLC’s gross revenue exceeds \$500,000 per year.

### **Gulf Coast Operations, LLC**

50. Defendant Gulf Coast Operations, LLC is a Florida limited liability company.

51. Gulf Coast Operations, LLC has a principal address of 812 17<sup>th</sup> Avenue West, Bradenton, Florida 34205.

52. Gulf Coast Operations, LLC’s mailing address is 7200A Windsor Ave., Allentown, Pennsylvania 18106.

53. Erin Mullins is the manager of Gulf Coast Operations, LLC.

54. Gulf Coast Operations, LLC has substantial control over Plaintiff and similarly situated employees’ working conditions, and over the unlawful policies and practices alleged herein.

55. Upon information and belief, Gulf Coast Operations, LLC applies or causes to be applied substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

56. Gulf Coast Operations, LLC has direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated employees.

57. At all relevant times, Gulf Coast Operations, LLC maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, reimbursements, pay rates, deductions, and other practices.

58. Gulf Coast Operations, LLC is an "employer" of Plaintiff and similarly situated employees as that term is defined by the FLSA and Fla. Const., Art. X, § 24.

59. At all relevant times, Gulf Coast Operations, LLC has been and continues to be an enterprise engaged in "the production of goods for commerce" within the meaning of the phrase as used in the FLSA.

60. Gulf Coast Operations, LLC's gross revenue exceeds \$500,000 per year.

### **EM Operations, LLC**

61. Defendant EM Operations, LLC is a Florida limited liability company.

62. EM Operations, LLC has a principal address of 2551 Lakewood Ranch Blvd., Bradenton, Florida 34211.

63. EM Operations, LLC's mailing address is 3908 Douglas Hill Place, Parrish, Florida 34219.

64. EM Operations, LLC's registered agent is Erin Mullins.

65. Erin Mullins is the manager of EM Operations, LLC.

66. EM Operations, LLC has substantial control over Plaintiff and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.



67. Upon information and belief, EM Operations, LLC applies or causes to be applied substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

68. EM Operations, LLC has direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated employees.

69. EM Operations, LLC is an "employer" of Plaintiff and similarly situated employees as that term is defined by the FLSA and Fla. Const., Art. X, § 24.

70. At all relevant times, EM Operations, LLC has been and continues to be an enterprise engaged in "the production of goods for commerce" within the meaning of the phrase as used in the FLSA.

71. EM Operations, LLC's gross revenue exceeds \$500,000 per year.

**Pine Island Operations, LLC**

72. Defendant Pine Island Operations, LLC is a Florida limited liability company.

73. Pine Island Operations, LLC has a principal address of 9860 Stringfellow Road, Saint James City, Florida 33956.

74. Pine Island Operations, LLC's mailing address is 3908 Douglas Hill Place, Parrish, Florida 34219.

75. Pine Island Operations, LLC's registered agent is Erin Mullins.

76. Erin Mullins is the manager of Pine Island Operations, LLC.

77. Pine Island Operations, LLC has substantial control over Plaintiff and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.

78. Upon information and belief, Pine Island Operations, LLC applies or causes to be applied substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

79. Pine Island Operations, LLC has direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated employees.

80. At all relevant times, Pine Island Operations, LLC maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, reimbursements, pay rates, deductions, and other practices.

81. Pine Island Operations, LLC is an "employer" of Plaintiff and similarly situated employees as that term is defined by the FLSA and Fla. Const., Art. X, § 24.

82. At all relevant times, Pine Island Operations, LLC has been and continues to be an enterprise engaged in "the production of goods for commerce" within the meaning of the phrase as used in the FLSA.

83. Pine Island Operations, LLC's gross revenue exceeds \$500,000 per year.

**SFDP Operations, LLC**

84. Defendant SFDP Operations, LLC is a Florida limited liability company.

85. SFDP Operations, LLC has a principal address of 4511 Manatee Avenue West, Bradenton, Florida 34209.

86. SFDP Operations, LLC's mailing address is 3908 Douglas Hill Place, Parrish, Florida 34219.

87. SFDP Operations, LLC's registered agent is Erin Mullins.

88. Erin Mullins is the manager of SFDP Operations, LLC.

89. SFDP Operations, LLC has substantial control over Plaintiff and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.

90. Upon information and belief, SFDP Operations, LLC applies or causes to be applied substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

91. SFDP Operations, LLC has direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated employees.

92. At all relevant times, SFDP Operations, LLC maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, reimbursements, pay rates, deductions, and other practices.

93. SFDP Operations, LLC is an "employer" of Plaintiff and similarly situated employees as that term is defined by the FLSA and Fla. Const., Art. X, § 24.

94. At all relevant times, SFDP Operations, LLC has been and continues to be an enterprise engaged in "the production of goods for commerce" within the meaning of the phrase as used in the FLSA.

95. SFDP Operations, LLC's gross revenue exceeds \$500,000 per year.

**Wehbe Rockin, Inc.**

96. Defendant Wehbe Rockin, Inc. is a Florida corporation.

97. Freddie Wehbe is the manager of Wehbe Rockin, Inc.

98. Until approximately February of 2016, Wehbe Rockin, Inc. had substantial control over Plaintiff and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.

99. Upon information and belief, until approximately February of 2016, Wehbe Rockin, Inc. applied or caused to be applied substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

100. Until approximately February of 2016, Wehbe Rockin, Inc. had direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated employees.

101. Until approximately February of 2016, Wehbe Rockin, Inc. had maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, reimbursements, pay rates, deductions, and other practices.

102. Wehbe Rockin, Inc. is an "employer" of Plaintiff and similarly situated employees as that term is defined by the FLSA and Fla. Const., Art. X, § 24.

103. Until approximately February of 2016, Wehbe Rockin, Inc. was an enterprise engaged in "the production of goods for commerce" within the meaning of the phrase as used in the FLSA.

104. Wehbe Rockin, Inc.'s gross revenue exceeded \$500,000 per year for the relevant time period.

**Wehbe Jammin, Inc.**

105. Defendant Wehbe Jammin, Inc. is a Florida corporation.

106. Freddie Wehbe is the manager of Wehbe Jammin, Inc.

107. Until approximately February of 2016, Wehbe Jammin, Inc. had substantial control over Plaintiff and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.

108. Upon information and belief, until approximately February of 2016, Wehbe Jammin, Inc. applied or caused to be applied substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

109. Until approximately February of 2016, Wehbe Jammin, Inc. had direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated employees.

110. Until approximately February of 2016, Wehbe Jammin, Inc. had maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, reimbursements, pay rates, deductions, and other practices.

111. Wehbe Jammin, Inc. is an "employer" of Plaintiff and similarly situated employees as that term is defined by the FLSA and Fla. Const., Art. X, § 24.

112. Until approximately February of 2016, Wehbe Jammin, Inc. was an enterprise engaged in "the production of goods for commerce" within the meaning of the phrase as used in the FLSA.

113. Wehbe Jammin, Inc.'s gross revenue exceeded \$500,000 per year for the relevant time period.

**Erin Mullins**

114. Defendant Erin Mullins is the owner and operator of the West Central Florida Domino's stores.

115. Erin Mullins is the manager of all of the defendant entities except Wehbe Jammin, Inc. and Wehbe Rockin, Inc.

116. Erin Mullins is individually liable to the West Central Florida Domino's delivery drivers under the definitions of "employer" set forth in the FLSA and Florida law because she owns and operates West Central Florida Domino's stores, serves as a manager of West Central Florida Domino's stores, ultimately controls significant aspects of the West Central Florida Domino's day-to-day functions, and ultimately controls compensation and reimbursement of employees. 29 U.S.C. § 203(d).

117. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has had financial control over the operations at each of the West Central Florida Domino's stores.

118. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has a role in significant aspects of the West Central Florida Domino's day to day operations.

119. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has had control over the West Central Florida Domino's pay policies.

120. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has had power over personnel and payroll decisions at the West Central Florida Domino's stores, including but not limited to influence of delivery driver pay.

121. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has had the power to hire, fire and discipline employees, including delivery drivers at the West Florida Domino's stores.

122. Erin Mullins is picky and selective about who is hired at the West Central Florida Domino's stores.

123. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has had the power to stop any illegal pay practices that harmed delivery drivers at the West Central Florida Domino's stores.

124. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has had the power to transfer the assets and liabilities of the West Central Florida Domino's.

125. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has had the power to declare bankruptcy on behalf of the West Central Florida Domino's.

126. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has had the power to enter into contracts on behalf of each of the West Central Florida Domino's stores.

127. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins has had the power to close, shut down, and/or sell each of West Central Florida Domino's stores.

128. At all relevant times, by virtue of her role as owner and manager of the West Central Florida Domino's, Erin Mullins had authority over the overall direction of each of West Central Florida Domino's stores and was ultimately responsible for their operations.

129. The West Central Florida Domino's stores function for Erin Mullins' profit.

130. Erin Mullins has influence over how the West Central Florida Domino's stores can run more profitably and efficiently.

**Keith Smith**

131. Defendant Keith Smith is an owner and operator of the West Central Florida Domino's stores.

132. Keith Smith is the manager of all of the defendant entities except Wehbe Jammin, Inc. and Wehbe Rockin, Inc.

133. Keith Smith is individually liable to the West Central Florida Domino's delivery drivers under the definitions of "employer" set forth in the FLSA and Florida law because he owns and operates West Central Florida Domino's stores, serves as a manager of West Central Florida Domino's stores, ultimately controls significant aspects of the West Central Florida Domino's day-to-day functions, and ultimately controls compensation and reimbursement of employees. 29 U.S.C. § 203(d).

134. At all relevant times, by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has had financial control over the operations at each of the West Central Florida Domino's stores.



135. At all relevant times, by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has a role in significant aspects of the West Central Florida Domino's day to day operations.

136. At all relevant times, by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has had control over the West Central Florida Domino's pay policies.

137. At all relevant times, by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has had power over personnel and payroll decisions at the West Central Florida Domino's stores, including but not limited to influence of delivery driver pay.

138. At all relevant times, by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has had the power to hire, fire and discipline employees, including delivery drivers at the West Central Florida Domino's stores.

139. At all relevant times by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has had the power to stop any illegal pay practices that harmed delivery drivers at the West Central Florida Domino's stores.

140. At all relevant times, by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has had the power to transfer the assets and liabilities of the West Central Florida Domino's.

141. At all relevant times, by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has had the power to declare bankruptcy on behalf of the West Central Florida Domino's.

142. At all relevant times by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has had the power to enter into contracts on behalf of each of the West Central Florida Domino's stores.

143. At all relevant times, by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith has had the power to close, shut down, and/or sell each of West Central Florida Domino's stores.

144. At all relevant times, by virtue of his role as owner and manager of the West Central Florida Domino's, Keith Smith had authority over the overall direction of each of West Central Florida Domino's stores and was ultimately responsible for their operations.

145. The West Central Florida Domino's stores function for Keith Smith's profit.

146. Keith Smith has influence over how the West Central Florida Domino's stores can run more profitably and efficiently.

**Freddie Wehbe**

147. Defendant Freddie Wehbe is the former owner of at least some of the West Central Florida Domino's stores.

148. Defendant Freddie Wehbe sold his interest in at least some of the West Central Florida Domino's stores to Erin Mullins in January or February of 2016.

149. Freddie Wehbe is individually liable to at least some of the West Central Florida Domino's delivery drivers under the definitions of "employer" set forth in the FLSA and Florida law because he owned and operated at least some of the West Central Florida Domino's stores from the beginning of the relevant time period until approximately February of 2016, served as a manager of at least some of the West Central Florida Domino's stores, ultimately controlled

significant aspects of at least some of the West Central Florida Domino's day-to-day functions, and ultimately controlled compensation and reimbursement of employees. 29 U.S.C. § 203(d).

150. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has had financial control over the operations at least some of the West Central Florida Domino's stores.

151. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has a role in significant aspects of at least some of the West Central Florida Domino's day to day operations.

152. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has had control over at least some of the West Central Florida Domino's pay policies.

153. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has had power over personnel and payroll decisions at at least some of the West Central Florida Domino's stores, including but not limited to influence of delivery driver pay.

154. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has had the power to hire, fire and discipline employees, including delivery drivers at at least some of the West Central Florida Domino's stores.

155. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has had the power to stop any illegal pay practices that harmed delivery drivers at at least some of the West Central Florida Domino's stores.

156. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has had the power to transfer the assets and liabilities of at least some of the West Central Florida Domino's.

157. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has had the power to declare bankruptcy on behalf of at least some of the West Central Florida Domino's.

158. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has had the power to enter into contracts on behalf of at least some of the West Central Florida Domino's stores.

159. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe has had the power to close, shut down, and/or sell at least some of West Central Florida Domino's stores.

160. Until approximately February of 2016, by virtue of his role as owner of at least some of the West Central Florida Domino's, Freddie Wehbe had authority over the overall direction of at least some of West Central Florida Domino's stores and was ultimately responsible for their operations.

161. At least some of the West Central Florida Domino's stores function for Freddie Wehbe's profit.

162. Freddie Wehbe had influence over how at least some of the West Central Florida Domino's stores could run more profitably and efficiently.

#### **IV. Facts**

##### **Class-wide Factual Allegations**

163. During all relevant times, Defendants operated up to 27 Domino's Pizza Stores.

164. The primary function of the West Central Florida Domino's Pizza stores is to sell pizza and other food items to customers, whether they dine in, carry out, or have their food delivered.

165. The West Central Florida Domino's stores employ delivery drivers.

166. Plaintiff and the similarly situated persons Plaintiff seeks to represent are current and former delivery drivers employed by Defendants at the West Central Florida Domino's stores.

167. All delivery drivers employed at the West Central Florida Domino's stores over the last three years have had essentially the same job duties—deliver pizza and other food items to customers.

168. When there are no deliveries to make, Defendants' delivery drivers are required to work inside the West Central Florida Domino's stores building pizza boxes, cleaning, preparing pizza and other food items, and completing other duties inside the restaurant as necessary.

169. At all relevant times, Plaintiff and similarly situated delivery drivers have been an hourly wage rate at or close to minimum wage for the hours they worked for Defendants.

170. Defendants require delivery drivers to maintain and pay for operable, safe, and legally compliant automobiles to use in delivering Defendants' pizza and other food items.

171. Defendants require delivery drivers to incur and/or pay job-related expenses, including but not limited to automobile costs and depreciation, gasoline expenses, automobile maintenance and parts, insurance, financing, cell phone costs, data charges, and other equipment necessary for delivery drivers to complete their job duties.

172. Pursuant to such requirements, Plaintiff and other similarly situated employees purchase gasoline, vehicle parts and fluids, automobile repair and maintenance services,

automobile insurance, suffered automobile depreciation, automobile financing, and incur cell phone and data charges all for the primary benefit of Defendants.

173. The West Central Florida Domino's stores do not keep track of their delivery drivers' actual expenses.

174. The West Central Florida Domino's stores do not reimburse delivery drivers for their actual expenses.

175. The West Central Florida Domino's stores do not reimburse delivery drivers at the IRS standard business mileage rate for all of the miles they drive completing deliveries.

176. From the beginning of the relevant time period until January of 2018, Plaintiff and other similarly situated delivery drivers at the West Central Florida Domino's stores were reimbursed a flat per delivery amount for the expenses they incurred.

177. Since January of 2018, the reimbursement policy at all West Central Florida Domino's stores was changed such that Plaintiff and other similarly situated delivery drivers were reimbursed on a per-mile basis.

178. Plaintiff and similarly situated delivery drivers typically average approximately five miles per round-trip delivery.

179. Plaintiff and similarly situated delivery drivers typically make approximately 2-3 deliveries per hour.

180. According to the Internal Revenue Service, the standard mileage rate for the use of a car during the relevant time periods have been:

- a. 2015: 57.5 cents/mile
- b. 2016: 54 cents/mile
- c. 2017: 53.5 cents/mile
- d. 2018: 54.5 cents/mile

181. As a result of the automobile and other job-related expenses incurred by Plaintiff and other similarly situated delivery drivers, they were deprived of minimum wages guarantee to them by the FLSA and Florida law.

182. At all relevant times, Defendants have applied the same pay policies, practices, and procedures to all delivery drivers at the West Central Florida Domino's stores.

183. All of Defendants' delivery drivers had similar experiences to that of Plaintiff. They were subject to the same reimbursement policy; received similar reimbursements; incurred similar automobile expenses; completed deliveries of similar distances and at similar frequencies; and were paid at or near the applicable minimum wage rate before deducting unreimbursed vehicle costs.

184. Regardless of the precise amount of the per-delivery reimbursement at any given point in time, Defendants' reimbursement formula has resulted in an unreasonable underestimation of delivery drivers' automobile expenses throughout the recovery period, causing systematic violations of the minimum wage laws.

185. Because Defendants paid their drivers a gross hourly wage at precisely, or at least very close to, the applicable minimum wage, and because the delivery drivers incurred unreimbursed automobile expenses, the delivery drivers "kicked back" to Defendants an amount sufficient to cause minimum wage violations. *See* 29 C.F.R. § 531.35.

186. Defendants have willfully failed to pay federal and Florida state minimum wage to Plaintiff and similarly situated delivery drivers at the West Central Florida Domino's stores.

**Plaintiff's Individual Factual Allegations**

187. Plaintiff worked at Defendants' Domino's store in Zephyrhills, Florida from approximately April 2015 until March 2018.

188. Plaintiff was an hourly, nonexempt employee.

189. Plaintiff was paid minimum wage as an hourly rate for the hours she worked inside, and minimum wage minus a tip credit for the hours she worked delivering pizzas.

190. Plaintiff delivered pizza and other food items to Defendants' customers' homes and businesses.

191. When she was not making deliveries, Plaintiff worked inside the restaurant, completing tasks such as checking out carryout customers, cutting pizza, folding pizza boxes, cleaning up around the store, and taking care of other general tasks for the operation of the restaurant.

192. Until January of 2018, Plaintiff received a flat per delivery reimbursement amount intended to cover his expenses.

193. Until January of 2018, Plaintiff was reimbursed \$1.40 per delivery.

194. From January of 2018 until the end of her employment, Plaintiff received a per-mile reimbursement for the miles she drove completing deliveries for Defendants.

195. From January of 2018 until the end of her employment, Plaintiff was reimbursed \$.24 per mile.

196. Plaintiff was required to maintain and pay for operable, safe, and legally compliant automobiles to use in delivering Defendants' pizza and other food items.

197. Plaintiff was required to incur and/or pay job-related expenses, including but not limited to automobile costs and depreciation, gasoline expenses, automobile maintenance and parts, financing, insurance, cell phone service, GPS service, and other equipment necessary for delivery drivers to complete their job duties.



198. Plaintiff purchased gasoline, vehicle parts and fluids, automobile repair and maintenance services, automobile financing, automobile insurance, suffered automobile depreciation, and incur cell phone and data charges all for the primary benefit of Defendants.

199. Defendants did not track the actual expenses incurred by Plaintiff.

200. Defendants did not reimburse Plaintiff based on his actual delivery-related expenses.

201. Plaintiff was not reimbursed at the IRS standard mileage rate for the miles she drove while completing deliveries.

202. During Plaintiff's employment with Defendants, Defendants failed to adequately reimburse Plaintiff for automobile and other job-related expenses.

203. Plaintiff regularly makes approximately two to three deliveries per hour during the hours he works as a delivery driver.

204. Plaintiff regularly drove approximately 5 miles round trip per delivery.

205. Plaintiff often had to complete deliveries on dirt roads and other surfaces that caused significant wear and tear on her car.

206. Thus, until January of 2018, Defendants' average effective reimbursement rate for Plaintiff was approximately \$.28 per mile (\$1.40 per delivery / 5 average miles per delivery).

207. In 2017, for example, the IRS business mileage reimbursement has been \$.535 per mile, which reasonably approximated the automobile expenses incurred delivering pizzas. <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>. Using that IRS rate as a reasonable approximation of Plaintiff's automobile expenses, every mile driven on the job decreased his net wages by approximately \$.255 (\$.535 - \$.28) per mile. Considering Plaintiff's

estimate of about 5 average miles per delivery, Defendants under-reimbursed her about \$1.275 per delivery (\$.27 x 4 average miles).

208. Thus, while making deliveries, Plaintiff consistently “kicked back” to Defendants approximately \$3.19 per hour (\$1.275 per delivery x 2.5 deliveries per hour).

209. As a result of unreimbursed automobile expenses and other job-related expenses, Defendants have failed to pay Plaintiff minimum wage as required by law.

#### **V. Collective Action Allegations**

210. Plaintiff brings the First Count on behalf of herself and all similarly situated current and former delivery drivers employed at the West Central Florida Domino’s stores owned, operated, and controlled by Defendants, during the three years prior to the filing of this Class Action Complaint and the date of final judgment in this matter, who elect to opt-in to this action (the “FLSA Collective”).

211. At all relevant times, Plaintiff and the FLSA Collective have been similarly situated, have had substantially similar job duties, requirements, and pay provisions, and have all been subject to Defendants’ decision, policy, plan, practices, procedures, protocols, and rules of willfully refusing to pay Plaintiff and the FLSA Collective minimum wage for all hours worked and failing to reimburse delivery drivers for automobile expenses and other job-related expenses. Plaintiff’s claims are essentially the same as those of the FLSA Collective.

212. Defendants’ unlawful conduct is pursuant to a corporate policy or practice.

213. Defendants are aware or should have been aware that federal law required them to pay employees minimum wage for all hours worked.

214. Defendants are aware or should have been aware that federal law required them to reimburse delivery workers for expenses relating to “tools of the trade,” such as, among other things, automobile costs and gasoline for delivery drivers.

215. Defendants’ unlawful conduct has been widespread, repeated, and consistent.

216. The First Count is properly brought under and maintained as an opt-in collective action under 29 U.S.C. § 216(b).

217. The FLSA Collective members are readily identifiable and ascertainable.

218. For the purpose of notice and other purposes related to this action, the FLSA Collective members’ names and contact information are readily available from Defendants’ records.

219. In recognition of the services Plaintiff has rendered and will continue to render to the FLSA Collective, Plaintiff will request payment of a service award upon resolution of this action.

## **VI. Class Action Allegations**

220. Plaintiff brings the Count II under Federal Rule of Civil Procedure 23, on behalf of herself and a class of persons consisting of:

All current and former delivery drivers employed by Defendant at the West Florida Domino’s stores in the State of Florida from five years prior to the filing of this complaint and the date of final judgment in this matter (“Rule 23 Class”).

221. Excluded from Rule 23 Class are Defendants’ legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendants; the Judge(s) to whom this case is assigned and any member of the Judges’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Rule 23 Class.

222. The hours assigned and worked, the positions held, deliveries completed, and the rates of pay and reimbursements paid for each Rule 23 Class Member are determinable from Defendants' records.

223. For the purpose of notice and other purposes related to this action, the Rule 23 Class Members' names and contact information are readily available from Defendants.

224. Notice can be provided by means permissible under Federal Rule of Civil Procedure 23.

225. The Rule 23 Class member are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

226. There are more than 50 Rule 23 Class members.

227. Plaintiff's claims are typical of those claims which could be alleged by any Rule 23 Class member, and the relief sought is typical of the relief which would be sought by each Rule 23 Class member in separate actions.

228. Plaintiff and the Rule 23 Class members were subject to the same corporate practices of Defendants, as alleged herein, of failing to pay minimum wage and failing to reimburse for expenses.

229. Plaintiff and the Rule 23 Class members have all sustained similar types of damages as a result of Defendants' failure to comply with Florida law.

230. Plaintiff and the Rule 23 Class members have all been injured in that they have been uncompensated or under-compensated due to Defendants' common policies, practices, and patterns of conduct. Defendants' corporate-wide policies and practices affected all Rule 23 Class members similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each of the Rule 23 Class members.

231. Plaintiff and the Rule 23 Class members sustained similar losses, injuries, and damages arising from the same unlawful practices, policies, and procedures.

232. By seeking to represent the interests of the Rule 23 Class members, Plaintiff is exercising and intends to exercise her right to engage in concerted activity for the mutual aid or benefit of herself and her co-workers.

233. Plaintiff is able to fairly and adequately protect the interests of the Rule 23 Class and has no interests antagonistic to the Rule 23 Class.

234. Plaintiff is represented by attorneys who are experienced and competent in both class action litigation and employment litigation.

235. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation on behalf of minimum wage employees where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender.

236. Upon information and belief, Defendants and other employers throughout the state violate Florida wage laws. Current employees are often afraid to assert their rights out of fear of direct and indirect retaliation. Former employees are fearful of bringing claims because doing so can harm their employment, future employment, and future efforts to secure employment. Class actions provide class members who are not named in the complaint a degree of anonymity, which allows for the vindication of their rights while eliminating or reducing these risks.

237. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

238. Common questions of law and fact exist as to the Rule 23 Class that predominate over any questions only affecting Plaintiff and the Rule 23 Class members individually and include, but are not limited to:

- a. Whether Defendants paid Plaintiff and the Rule 23 Class members at the proper minimum wage rate for all hours worked;
- b. Whether Plaintiff and the Rule 23 Class members were subject to a common expense reimbursement policy that resulted in wages to drop below legally allowable minimum wage and overtime;
- c. Whether Plaintiff and the Rule 23 Class were subject to a policy that required them to maintain and pay for safe, operable, and legally compliant automobiles to use in completing deliveries;
- d. Whether Plaintiff and the Rule 23 Class incurred expenses for the benefit of Defendants in the course of completing deliveries;
- e. Whether Defendants reimbursed Plaintiff and the Rule 23 Class members for their actual expenses;
- f. Whether Defendants reimbursed Plaintiff and the Rule 23 Class members at the IRS standard business mileage rate for the miles they drove in making deliveries;
- g. Whether Defendants reimbursed Plaintiff and the Rule 23 Class members based on a reasonable approximation of the expenses they incurred; and
- h. The nature and extent of class-wide injury and the measure of damages for those injuries.

239. In recognition of the services Plaintiff has rendered and will continue to render to the Rule 23 Class, Plaintiff will request payment of a service award upon resolution of this action.

## **VII. Causes of Action**

**Count 1**

**Failure to Pay Minimum Wages - Fair Labor Standards Act  
(On Behalf of Plaintiff and the FLSA Collective)**

240. Plaintiff restates and incorporates the foregoing allegations as if fully rewritten herein.

241. Plaintiff restates and incorporates the foregoing allegations as if fully rewritten herein.

242. Plaintiff and the FLSA Collective are or were non-exempt, hourly employees entitled to receive no less than minimum wage for all hours worked.

243. Defendants paid Plaintiff and the FLSA Collective at or close to minimum wage for all hours worked.

244. Defendants required and continue to require Plaintiff and the FLSA Collective to pay for automobile expenses and other job-related expenses, and failed to properly reimburse Plaintiff and the FLSA Collective for said expenses.

245. By the acts and conduct described above, Defendants willfully violated the provisions of the FLSA and disregarded the rights of Plaintiff and the FLSA Collective.

246. Plaintiff and the FLSA Collective have been damaged by Defendants' willful failure to pay minimum wage as required by law.

247. As a result of Defendants' willful violations, Plaintiff and the FLSA Collective are entitled to damages, including, but not limited to, unpaid wages, unreimbursed expenses, liquidated damages, costs, and attorneys' fees.

**Count 2**

**Failure to Pay Minimum Wage – Florida Constitution, Art. X, Section 24  
(On Behalf of Plaintiff and Rule 23 Class)**

248. Plaintiff restates and incorporates the following allegations as if fully rewritten herein.

249. Defendants paid Plaintiff and Rule 23 Class below minimum wage for the hours they worked by requiring them to cover automobile expenses and other job-related expenses.

250. The Florida Constitution, Article X, Section 24 requires that employers be paid not less than minimum wage as determined by an inflation index (currently \$8.25/hour) for all hours worked.

251. Because Defendants required Plaintiff and the Rule 23 Class to pay for automobile expenses and other job-related expenses out of pocket, Defendants failed to pay Plaintiff and Rule 23 Class minimum wage.

252. By not paying Plaintiff and Rule 23 Class at least minimum wage for each hour worked, Defendants have willfully violated Section 24.

253. As a result of Defendants' willful violations, Plaintiff and Rule 23 Class are entitled to damages, including, but not limited to unpaid wages, unreimbursed expenses, an additional one times unpaid wages/unreimbursed expenses in liquidated damages, costs, and attorney fees pursuant to Section 24 for the five years preceding the filing of the Complaint.

**Count 3**

**Successor Liability**

**(On Behalf of Plaintiff, the FLSA Collective, and the Rule 23 Class against all Defendants except Wehbe Jammin, Inc., Wehbe Rockin, Inc., and Freddie Wehbe)**

254. Plaintiff restates and incorporates the foregoing allegations as if fully rewritten herein.

255. In or about January 2016, Erin Mullins and Keith Smith purchased at least some of the West Florida Domino's stores from Freddie Wehbe.



256. The store in which Plaintiff worked continued to operate under the same or substantially similar policies after the sale, including with respect to delivery driver compensation and delivery reimbursement payments.

257. Mullins and Smith knew or should have known that the pay practices it continued (outlined above) were, in fact, illegal. Thus, Mullins, Smith, and the entities they own and operate were on notice of the claims in this case. This is particularly true given the proliferation of pizza delivery driver lawsuits.

258. After the sale, Plaintiffs' store continued to use substantially the same employees, jobs, supervisory personnel, working conditions, equipment, and methods of doing business that had been used before the sale.

259. It is unknown at this time whether Wehbe Jammin, Inc., Wehbe Rockin, Inc., and/or Freddie Wehbe can provide the relief sought in this lawsuit for the portion of the relevant time period for which they are liable for damages.

260. As a result of the foregoing, to the extent that Wehbe Jammin, Inc., Wehbe Rockin, Inc., and/or Freddie Wehbe is liable for any of the claims in this lawsuit, so too are all other Defendants as successors.

**WHEREFORE**, Plaintiff Dorraine Cooper-Rooney prays for all of the following relief:

A. Designation of this action as a collective action on behalf of the collective action members and prompt issuance of notice to all similarly-situated members of an opt-in class, apprising them of this action, permitting them to assert timely wage and hour claims in this action, and appointment of Plaintiff and their counsel to represent the collective action members.

B. Unpaid minimum wages, reimbursement of expenses, and an additional and equal amount as liquidated damages pursuant to the FLSA and supporting regulations.

C. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

D. Designation of Plaintiff as representative of the Rule 23 Class and counsel of record as Class Counsel.

E. A declaratory judgment that the practices complained of herein are unlawful under the Florida Constitution, Article X, Section 24, and that Defendants' violations were willful.

F. An award of damages under Florida Constitution, Article X, Section 24, based on Defendants' willful failure to pay minimum wages, calculated as an additional one time of back wages as liquidated damages, attorneys' fees, and costs.

G. An award of prejudgment and post-judgment interest.

H. An award of costs and expenses of this action, together with reasonable attorneys' fees and expert fees.

I. Such other legal and equitable relief as the Court deems appropriate.

Date: June 7, 2018

Respectfully submitted,

/s/ C. Ryan Morgan  
C. Ryan Morgan, Esq.  
Morgan & Morgan, P.A.  
20 North Orange Avenue, 14th Floor  
P.O. Box 4979  
Orlando, FL 32802-4979  
Phone: (407) 420-1414  
Direct Dial: (407) 418-2069  
Fax: (407) 245-3401  
[rmorgan@forthepeople.com](mailto:rmorgan@forthepeople.com)

Andrew Biller (pro hac vice application forthcoming)

Andrew Kimble (pro hac vice application  
forthcoming)

Philip Krzeski (pro hac vice application  
forthcoming)

Markovits, Stock & DeMarco, LLC

3825 Edwards Road, Suite 650

513-651-3700 (Phone)

513-665-0219 (Fax)

([abiller@msdlegal.com](mailto:abiller@msdlegal.com))

([akimble@msdlegal.com](mailto:akimble@msdlegal.com))

[www.msdlegal.com](http://www.msdlegal.com)

*Counsel for Plaintiff and the putative class*

### **JURY DEMAND**

Plaintiff hereby demands a jury trial by the maximum persons permitted by law on all issues herein triable to a jury.

/s/ C. Ryan Morgan

C. Ryan Morgan

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

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

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

DEFENDANTS

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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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):

Brief description of cause:

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 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print

Save As...

Reset

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Florida Domino's Operators Wrangled in Wage and Hour Complaint Over Vehicle Expenses](#)

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