

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO. 18-cv-24855-xxxx

ALEXA MARIE INDA, and all others similarly  
situated

Plaintiff,

vs.

ROYALTY PUPPIES LLC, a Florida Limited  
Liability Company, PUPPIES FOR SALE, INC., a  
Florida Corporation, IMPERIAL PUPPIES LLC, a  
Florida Limited Liability Company, LUXURY  
PUPPIES CORP, a Florida Corporation, and  
JOHNY BAYONA, individual,

Defendants.

---

**COMPLAINT**

COMES NOW Plaintiff, ALEXA MARIE INDA (“INDA”), by and through her undersigned attorney, and hereby sues Defendants, ROYALTY PUPPIES LLC, PUPPIES FOR SALE, INC, IMPERIAL PUPPIES LLC, LUXURY PUPPIES CORP, and JOHNY BAYONA, and as grounds alleges:

**JURISDICTIONAL ALLEGATIONS**

1. This is an action to recover monetary damages, liquidated damages, interests, costs and attorney’s fees for willful violations of overtime wages under the laws of the United States, the Fair Labor Standards Act, 29 U.S.C. §§201-219) (“the FLSA”). This is also an action for unpaid commissions.

2. Plaintiff is a resident of Miami-Dade County, Florida, within the jurisdiction of this Honorable Court.

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1331 because this action involves the Fair Labor Standards Act, 29 U.S.C. §§201, *et seq.*, a federal statute.

4. Venue is proper in this district pursuant to 28 U.S.C. §1391(c) and (d).

5. Defendants ROYALTY PUPPIES LLC and IMPERIAL PUPPIES LLC are Limited Liability Companies which regularly conducted business within the Southern District of Florida.

6. Defendants PUPPIES FOR SALE, INC, LUXURY PUPPIES CORP are Florida corporations which regularly conducted business within the Southern District of Florida.

7. Defendants ROYALTY PUPPIES LLC, PUPPIES FOR SALE, INC, IMPERIAL PUPPIES LLC, LUXURY PUPPIES CORP operated related business which sold dogs to the public within the Southern District of Florida.

#### **ENTERPRISE COVERAGE**

ROYALTY PUPPIES is and, at all times pertinent to this Complaint an enterprise engaged in commerce, as it had two or more employees on a regular and consistent basis handle goods and/or materials that had moved in interstate commerce. Specifically, INDA and at least one other employee of ROYALTY PUPPIES would routinely handle dogs, dog food, dog toys, dog leashes, dog shampoo, dog cologne, dog bowls, dog beds, and dog crates. The dogs and dog accessories handled by INDA and at least one other employee handled on a regular and consistent basis, had travelled in interstate commerce. Furthermore, ROYALTY PUPPIES, by and through their employees, obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business and transmits funds outside the State of Florida.

8. Upon information and belief, the annual gross revenue of ROYALTY PUPPIES is expected to be in excess of \$500,000, for the year of 2018. Upon information and belief, ROYALTY PUPPIES had gross annual revenue in excess of \$250,000, during the first half of 2018. Upon information and belief, ROYALTY PUPPIES had gross annual revenue in excess of \$375,000, during the first three quarters of 2018.

9. By reason of the foregoing, ROYALTY PUPPIES is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §3(r) and 3(s) of the FLSA, 29 U.S.C. §203(r) and 203(s) and/or Plaintiff is within interstate commerce.

10. IMPERIAL PUPPIES is and, at all times pertinent to this Complaint an enterprise engaged in commerce, as it had two or more employees on a regular and consistent basis handle goods and/or materials that had moved in interstate commerce. Specifically, INDA and at least one other employee of IMPERIAL PUPPIES would routinely handle dogs, dog food, dog toys, dog leashes, dog shampoo, dog cologne, dog bowls, dog beds, and dog crates. The dogs and dog accessories handled by INDA and at least one other employee handled on a regular and consistent basis, had travelled in interstate commerce. Furthermore, IMPERIAL PUPPIES, by and through their employees, obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business and transmits funds outside the State of Florida.

11. Upon information and belief, the annual gross revenue of IMPERIAL PUPPIES is expected to be in excess of \$500,000, for the year of 2018. Upon information and belief, IMPERIAL PUPPIES had gross annual revenue in excess of \$250,000, during the first half of

2018. Upon information and belief, IMPERIAL PUPPIES had gross annual revenue in excess of \$375,000, during the first three quarters of 2018.

12. By reason of the foregoing, IMPERIAL PUPPIES is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §3(r) and 3(s) of the FLSA, 29 U.S.C. §203(r) and 203(s) and/or Plaintiff is within interstate commerce.

13. PUPPIES FOR SALE is and, at all times pertinent to this Complaint an enterprise engaged in commerce, as it had two or more employees on a regular and consistent basis handle goods and/or materials that had moved in interstate commerce. Specifically, INDA and at least one other employee of PUPPIES FOR SALE would routinely handle dogs, dog food, dog toys, dog leashes, dog shampoo, dog cologne, dog bowls, dog beds, and dog crates. The dogs and dog accessories handled by INDA and at least one other employee handled on a regular and consistent basis, had travelled in interstate commerce. Furthermore, PUPPIES FOR SALE, by and through their employees, obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business and transmits funds outside the State of Florida.

14. Upon information and belief, the annual gross revenue of PUPPIES FOR SALE is expected to be in excess of \$500,000, for the year of 2018. Upon information and belief, PUPPIES FOR SALE had gross annual revenue in excess of \$250,000, during the first half of 2018. Upon information and belief, PUPPIES FOR SALE had gross annual revenue in excess of \$375,000, during the first three quarters of 2018.

15. By reason of the foregoing, PUPPIES FOR SALE is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for

commerce as defined in §3(r) and 3(s) of the FLSA, 29 U.S.C. §203(r) and 203(s) and/or Plaintiff is within interstate commerce.

16. LUXURY PUPPIES is and, at all times pertinent to this Complaint an enterprise engaged in commerce, as it had two or more employees on a regular and consistent basis handle goods and/or materials that had moved in interstate commerce. Specifically, INDA and at least one other employee of LUXURY PUPPIES would routinely handle dogs, dog food, dog toys, dog leashes, dog shampoo, dog cologne, dog bowls, dog beds, and dog crates. The dogs and dog accessories handled by INDA and at least one other employee handled on a regular and consistent basis, had travelled in interstate commerce. Furthermore, LUXURY PUPPIES, by and through their employees, obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business and transmits funds outside the State of Florida.

17. Upon information and belief, the annual gross revenue of LUXURY PUPPIES is expected to be in excess of \$500,000, for the year of 2018. Upon information and belief, LUXURY PUPPIES had gross annual revenue in excess of \$250,000, during the first half of 2018. Upon information and belief, LUXURY PUPPIES had gross annual revenue in excess of \$375,000, during the first three quarters of 2018.

18. By reason of the foregoing, LUXURY PUPPIES is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §3(r) and 3(s) of the FLSA, 29 U.S.C. §203(r) and 203(s) and/or Plaintiff is within interstate commerce.

**JOINT ENTERPRISE**

19. Upon information and belief, ROYALTY PUPPIES, PUPPIES FOR SALE, IMPERIAL PUPPIES, and LUXURY PUPPIES operated as a 'Joint Enterprise'. The income of two or more separate businesses may be aggregated and considered a joint enterprise for establishing enterprise coverage. Joint enterprise requires that the two (or more) businesses: a) perform related activities; b) through a unified operation control; and c) for a common business purpose.

20. Upon information and belief, the combined gross annual revenue for Defendants ROYALTY PUPPIES, PUPPIES FOR SALE, IMPERIAL PUPPIES, and LUXURY PUPPIES is more than \$500,000.00 for the year of 2018. Upon information and belief, the combined gross annual revenue of Defendants ROYALTY PUPPIES, PUPPIES FOR SALE, IMPERIAL PUPPIES, and LUXURY PUPPIES is more than \$250,000.00 during the first half of 2018. Upon information and belief, the gross annual revenue of Defendants ROYALTY PUPPIES, PUPPIES FOR SALE, IMPERIAL PUPPIES, and LUXURY PUPPIES is more than 375,000.00 for the first three quarters of 2018.

21. ROYALTY PUPPIES, PUPPIES FOR SALE, IMPERIAL PUPPIES, and LUXURY PUPPIES all operate the same kind of business of selling dogs to retail customers. All four entities are owned and managed by the same person, the individual Defendant, BAYONA. All four entities list the individual Defendant BAYONA as an officer of the company. Three of four entities ROYALTY PUPPIES, PUPPIES FOR SALE, and LUXURY PUPPIES, also list BAYONA's wife (IDANIA L. GUTIERREZ ACOSTA) as an officer. All four entities purchase dog products and accessories from a common distributor, and then, upon delivery, are distributed to each of the four store locations. Dogs can be transported from one corporate Defendant to

another corporate Defendant upon special request by a customer. All four stores share the same employees, including the Plaintiff. Plaintiff has worked at all four locations during the time she was employed by Defendants. Plaintiff would submit a single time sheet per week, regardless of whether she worked at two or more corporate Defendants in the same week. Plaintiff received one payment for a work-week, regardless of whether she worked at two or more corporate Defendants. During more than one week, Plaintiff has worked at two or more corporate Defendants, submitted a time sheet for hours worked at all corporate Defendants and received one payment for the workweek. Plaintiff had her schedule directed by Defendant BAYONA, which included Plaintiff being ordered by BAYONA to work at multiple corporate Defendants during the same week.

22. Based on the foregoing, Defendants ROYALTY PUPPIES, PUPPIES FOR SALE, IMPERIAL PUPPIES, and LUXURY PUPPIES effectively acted as one entity and should be considered a *Joint Enterprise* for FLSA purposes. Accordingly, Defendants ROYALTY PUPPIES, PUPPIES FOR SALE, IMPERIAL PUPPIES, and LUXURY PUPPIES are and were, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §3(r) and 3(s) of the FLSA, 29 U.S.C. §203(r) and 203(s) and/or Plaintiff is within interstate commerce.

#### **INDIVIDUAL LIABILITY**

23. The individual Defendant, BAYONA, is an “employer,” as defined in 29 U.S.C. § 203(d), as he has operational control over the Defendant corporations and is directly involved in decisions affecting employee compensation and hours worked by employees such as Plaintiff and opt-in plaintiffs. Defendant BAYONA controlled the purse strings for the corporate Defendant. Defendant BAYONA hired and fired employees, determined the rate of compensation and was responsible for ensuring that employees were paid the wages required by the FLSA.

**COUNT I: UNPAID OVERTIME WAGES**

24. Plaintiff re-alleges and re-avers paragraphs 1 through 23 as fully set forth herein.

25. Plaintiff was employed by the Defendants as a non-exempt retail employee who sold dogs, dog accessories and products to the retail public.

26. Plaintiff was employed from on or about August 2, 2018 through November 11, 2018.

27. Plaintiff was paid an hourly rate of \$10/hr., plus she was promised commissions for the every dog sold. Plaintiff received commissions for the first month of sales and remains owed the commissions for the subsequent periods. The regular rate is to be computed by adding her hourly rate plus the commissions due or having been paid. Plaintiff is owed the halftime rate for her regular rate of pay.

28. Plaintiff was not paid overtime wages when she worked more than 40 hour per week. Accordingly, Plaintiff claims the halftime rate for each hour worked over 40 hours weekly.

29. Defendants were required to pay Plaintiff overtimes wages. Plaintiff was not paid overtime wages at a rate of time and one half, when she worked more than 40 hours per week.

30. The FLSA requires that employees be paid overtime hours worked in excess of forty (40) hours weekly at a rate of time-and-one-half the regular rate. At all times material hereto, Defendants failed to comply with Title 29 U.S.C. § 201-219 and 29 C.F.R. §516.2 and §516.4 et seq. in that Plaintiff performed services and worked in excess of the maximum hours provided by the FLSA but no provision was made by the Defendants to properly pay her at the rate of time and one-half for all hours worked in excess of forty (40) per workweek as provided in the FLSA.

31. Defendants knew and/or showed reckless disregard of the provisions of the FLSA concerning the payment of overtime wages as required by the Fair Labor Standards Act.



Defendants were aware of Plaintiff's work schedule and further aware that Plaintiff was working more than 40 hours per week. Defendants were aware of Plaintiff's pay records and the rate that she was being paid for her hours. Defendants purposely set up their payroll practices so that the payroll company would pay Plaintiff for 33 hours per week, and Defendants would pay the balance of the hours in cash. This was intended to avoid the appearance of overtime wages on the payroll companies' documents. Upon information and belief, Defendants pay other employees in the same manner. Despite Defendants' having knowledge of Plaintiff's hours and their failure to pay overtime wages, Defendants did not change its pay practices and continued to fail to pay Plaintiff, and those similarly situated, the overtime wages she was due. Thus, Defendants continue to willfully violate the FLSA despite having been sued for overtime wages.

32. The similarly situated individuals are those individuals whom were employed by the Defendants as retail employees who sold dogs, dog accessories and dog products, like the Plaintiff, and whom were not paid overtime wages.

33. Plaintiff has retained the law offices of the undersigned attorneys to represent her in this action and is entitled to award of reasonable attorney's fees.

WHEREFORE, Plaintiff requests compensatory and liquidated damages, and reasonable attorney's fees and costs from Defendants, jointly and severally, pursuant to the Fair Labor Standards Act as cited above, to be proven at the time of trial for overtime owing from Plaintiff's entire employment period with Defendants, or as much as allowed by the Fair Labor Standards Act, whichever is greater, along with court costs. In the event that Plaintiff does not recover liquidated damages, then Plaintiff will seek an award of prejudgment interest for the unpaid overtime, and any and all other relief which this Court deems reasonable under the circumstances.

**COUNT II: UNPAID WAGES / COMMISSIONS**

34. Plaintiff re-alleges and re-avers paragraphs 1 through 23 as fully set forth herein.

35. Plaintiff was employed by the Defendants as a non-exempt retail employee who sold dogs, dog accessories and products to the retail public.

36. Plaintiff was employed from on or about August 2, 2018 through November 11, 2018.

37. Plaintiff was paid an hourly rate of \$10/hr., plus she was promised commissions for the every dog sold. Plaintiff received commissions for the first month of sales and remains owed the commissions for the subsequent months of September, October, and November 2018. Plaintiff is owed the halftime rate for her regular rate of pay. The regular rate is to be computed by adding her hourly rate plus the commissions due or having been paid.

38. Defendants agreed to pay Plaintiff commission for dog sales. Defendants agreed to pay Plaintiff a rate of 1% commissions for each dog sold below the list price; a rate of 2% commissions for each dog sold at the list price; and, for each dog sold above the list price, a rate of 2% commission at the list price and 30% commission for any amount above the list price.

39. Plaintiff sold dogs in the months of August through November, 2018.

40. Defendants paid commissions for the month of August 2018 at the rates specified above. However, Defendants failed to pay commissions for the months of September, October, and November 2018 at the rates specified above. Defendants remain owing these commissions.

41. All conditions precedent have been met before the filing of this complaint and/or have been waived by Defendants.

42. Plaintiff has retained the law offices of the undersigned attorneys to represent her in this action and is entitled to award of reasonable attorney's fees.

WHEREFORE, Plaintiff requests compensatory damages, and reasonable attorney's fees and costs from Defendants, jointly and severally, pursuant to Fla. Stat. §448.08 (2018), to be proven at the time of trial for commissions owing to Plaintiff, and any and all other relief which this Court deems reasonable under the circumstances.

**JURY DEMAND**

Plaintiff and those similarly-situated demands trial by jury of all issues triable as of right by jury.

Dated: November 20, 2018

Law Office of Daniel T. Feld, P.A.  
*Co-Counsel for Plaintiff*  
2847 Hollywood Blvd.  
Hollywood, Florida 33020  
Tel: (954) 361-8383  
Email: [DanielFeld.Esq@gmail.com](mailto:DanielFeld.Esq@gmail.com)

*/s Daniel T. Feld*  
Daniel T. Feld, Esq.  
Florida Bar No. 37013

Mamane Law LLC  
*Co-counsel for Plaintiff*  
10800 Biscayne Blvd., Suite 350A  
Miami, Florida 33161  
Telephone (305) 773 - 6661  
E-mail: [mamane@gmail.com](mailto:mamane@gmail.com)

*s/ Isaac Mamane*  
Isaac Mamane, Esq.  
Florida Bar No. 44561

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS ALEXA MARIE INDA

DEFENDANTS Royalty Puppies LLC, Puppies for Sale Inc, Imperial Puppies LLC, Luxury Puppies, J. Bayona

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Mamane Law LLC, 10800 Biscayne Blvd, Suite 350A, Miami, Florida 33161

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

(d) Check County Where Action Arose: [X] MIAMI-DADE [ ] MONROE [ ] BROWARD [ ] PALM BEACH [ ] MARTIN [ ] ST. LUCIE [ ] INDIAN RIVER [ ] OKEECHOBEE [ ] HIGHLANDS

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

- [ ] 1 U.S. Government Plaintiff
[ ] 2 U.S. Government Defendant
[X] 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 [ ] PTF [ ] DEF
Citizen of Another State [ ] PTF [ ] DEF
Citizen or Subject of a Foreign Country [ ] PTF [ ] DEF
Incorporated or Principal Place of Business In This State [ ] PTF [ ] DEF
Incorporated and Principal Place of Business In Another State [ ] PTF [ ] DEF
Foreign Nation [ ] PTF [ ] DEF

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Property Damage, Labor Standards, etc.

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

- [X] 1 Original Proceeding
[ ] 2 Removed from State Court
[ ] 3 Re-filed (See VI below)
[ ] 4 Reinstated or Reopened
[ ] 5 Transferred from another district (specify)
[ ] 6 Multidistrict Litigation
[ ] 7 Appeal to District Judge from Magistrate Judgment
[ ] 8 Remanded from Appellate Court

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

a) Re-filed Case [ ] YES [X] NO b) Related Cases [ ] YES [X] NO

JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): unpaid overtime wages; FLSA

LENGTH OF TRIAL via 3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 [ ] DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE SIGNATURE OF ATTORNEY OF RECORD

November 20, 2018

/s/ Isaac Mamane

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFF JUDGE MAG JUDGE

# UNITED STATES DISTRICT COURT

for the  
Southern District of Florida

ALEXA MARIE INDA, and all others similarly  
situated

Plaintiff,

vs.

ROYALTY PUPPIES LLC, a Florida Limited  
Liability Company, PUPPIES FOR SALE, INC., a  
Florida Corporation, IMPERIAL PUPPIES LLC, a  
Florida Limited Liability Company, LUXURY  
PUPPIES CORP, a Florida Corporation, and JOHNY  
BAYONA, individual,  
Defendants.

---

## SUMMONS IN A CIVIL ACTION

To:

ROYALTY PUPPIES LLC  
c/o JOHNY BAYONA  
7335 SW 8<sup>th</sup> Street  
Miami, Florida 33144

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

MAMANE LAW LLC  
10800 Biscayne Blvd., Suite 350A  
Miami, Florida 33161

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

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

# UNITED STATES DISTRICT COURT

for the  
Southern District of Florida

ALEXA MARIE INDA, and all others similarly  
situated

Plaintiff,

vs.

ROYALTY PUPPIES LLC, a Florida Limited  
Liability Company, PUPPIES FOR SALE, INC., a  
Florida Corporation, IMPERIAL PUPPIES LLC, a  
Florida Limited Liability Company, LUXURY  
PUPPIES CORP, a Florida Corporation, and JOHNY  
BAYONA, individual,  
Defendants.

---

## SUMMONS IN A CIVIL ACTION

To:

PUPPIES FOR SALE, INC.  
c/o JOHNY BAYONA  
7335 SW 8<sup>th</sup> Street  
Miami, Florida 33144

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

MAMANE LAW LLC  
10800 Biscayne Blvd., Suite 350A  
Miami, Florida 33161

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

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

# UNITED STATES DISTRICT COURT

for the  
Southern District of Florida

ALEXA MARIE INDA, and all others similarly  
situated

Plaintiff,

vs.

ROYALTY PUPPIES LLC, a Florida Limited  
Liability Company, PUPPIES FOR SALE, INC., a  
Florida Corporation, IMPERIAL PUPPIES LLC, a  
Florida Limited Liability Company, LUXURY  
PUPPIES CORP, a Florida Corporation, and JOHNY  
BAYONA, individual,  
Defendants.

---

## SUMMONS IN A CIVIL ACTION

To:

IMPERIAL PUPPIES LLC  
c/o JOHNY BAYONA  
7335 SW 8<sup>th</sup> Street  
Miami, Florida 33144

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

MAMANE LAW LLC  
10800 Biscayne Blvd., Suite 350A  
Miami, Florida 33161

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

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

# UNITED STATES DISTRICT COURT

for the  
Southern District of Florida

ALEXA MARIE INDA, and all others similarly  
situated

Plaintiff,

vs.

ROYALTY PUPPIES LLC, a Florida Limited  
Liability Company, PUPPIES FOR SALE, INC., a  
Florida Corporation, IMPERIAL PUPPIES LLC, a  
Florida Limited Liability Company, LUXURY  
PUPPIES CORP, a Florida Corporation, and JOHNY  
BAYONA, individual,  
Defendants.

---

## SUMMONS IN A CIVIL ACTION

To:

LUXURY PUPPIES CORP  
c/o IDANIA GUTIERREZ  
8981 SW 40<sup>th</sup> Street  
Miami, Florida 33165

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

MAMANE LAW LLC  
10800 Biscayne Blvd., Suite 350A  
Miami, Florida 33161

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

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



UNITED STATES DISTRICT COURT  
for the  
Southern District of Florida

ALEXA MARIE INDA, and all others similarly  
situated

Plaintiff,

vs.

ROYALTY PUPPIES LLC, a Florida Limited  
Liability Company, PUPPIES FOR SALE, INC., a  
Florida Corporation, IMPERIAL PUPPIES LLC, a  
Florida Limited Liability Company, LUXURY  
PUPPIES CORP, a Florida Corporation, and JOHNY  
BAYONA, individual,  
Defendants.

---

**SUMMONS IN A CIVIL ACTION**

To:

JOHNY BAYONA  
7335 SW 8<sup>th</sup> Street  
Miami, Florida 33144

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

MAMANE LAW LLC  
10800 Biscayne Blvd., Suite 350A  
Miami, Florida 33161

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

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Four Florida Dog Sellers Hit with Unpaid Overtime Lawsuit](#)

---