

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.:

CASSIE MILOSEVIC , and all others similarly
situated under 29 U.S.C 206(B),

Plaintiff,

v.

HUME ENTERPRISES, LLC, a Florida
Limited Liability Company,
AARON HUME, individually
KEVIN HUME, individually

Defendant.

COMPLAINT

Plaintiff, Cassie Milosevic (“Milosevic”), on behalf of herself, and others similarly situated, under the provisions of the Fair Labor Standard Act (“FLSA”) of 1938, as amended, 29 U.S.C. § 216(b), files this Complaint against Defendants Hume Enterprises LLC, a Florida Limited Liability Company, (Hume Enterprises) Aaron Hume (“ A. H.”), individually and Kevin Hume (“K.H.”), individually and alleges, as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s federal law claims pursuant to 28 U.S.C. §§ 1331 and 1343(4), because these claims seek redress for violations of Plaintiff’s federal civil and statutory rights.

2. At all material times, Hume Enterprises, was a Florida Limited Liability Company authorized to conduct and conducting business in Miami-Dade County, Florida.

3. At all material times, Hume Enterprises operated a business under the Fictitious Name of Toms NFL Sports Bar.

4. The Fictitious Name of Toms NFL Sports Bar is registered with the Florida Division of Corporations as a Fictitious Name and reflects Hume Enterprises as the owner.

5. Hume Enterprises employed Milosevic as a Waitress at Toms NFL Sports Bar located in Miami Springs, Florida.

6. At all material times, A.H. is *sui juris* and a resident of Miami Dade County.

7. At all material times, K.H. is *sui juris* and a resident of Miami Dade County.

8. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. §§ 1391(b) and (c) as a substantial part of the events or omissions giving rise to the claims that occurred in this judicial district.

9. This action is brought by Plaintiff to recover from the Employer unpaid overtime and minimum wage compensation, as well as an additional amount as liquidated damages, costs and reasonable attorney's fees pursuant to the FLSA, §§ 206, 207.

10. Upon information and belief, the annual gross revenue of Hume Enterprises was at all times material hereto in excess of \$500,000.00 per annum.

11. At all material times hereto, Hume Enterprises was, and continues to be, an enterprise engaged in interstate commerce.

12. At all material times hereto, Hume Enterprises operated as an organization which purchased equipment and products manufactured outside the state of Florida; provided services to or sold, marketed, or handled goods and materials to customers throughout the United States; provided services for goods sold and transported from across state lines; obtained, solicited, and accepted funds from sources outside the state of Florida; used telephonic transmissions traversing state lines in the ordinary course of business; transmitted funds outside the state of Florida; and otherwise regularly engaged in interstate commerce.

13. As a result of the services provided by Hume Enterprises, two or more of its employees regularly handled and worked with goods and materials moved in or produced in interstate commerce.

14. By reason of the foregoing, Hume Enterprises is and was, during all times material hereto, engaged in commerce or in the production of goods for commerce as defined by the FLSA, 29 U.S.C. §§ 203(r)-(s), and Plaintiff is within interstate commerce.

15. Plaintiff and those similarly situated employees regularly utilized and handled materials, equipment and goods manufactured and purchased from outside the state of Florida and regularly used the instrumentalities of interstate commerce in their world.

16. Upon information and belief, A.H. and K.H. are officers/directors of Hume Enterprises and have economic and day-to-day control of the business known as Hume Enterprises operating as Toms NFL, and of the nature and structure of Plaintiff's employment relationship with Hume Enterprises, and is therefore an employer as defined by 29 U.S.C., Section 203 (d).

GENERAL ALLEGATIONS

17. Upon information and belief, Defendants, employed Plaintiff from approximately September 10, 2017 through September 3, 2018 ("the relevant time period").

18. During the relevant time period, Plaintiff was employed as a non-exempt Waitress earning an average of \$35, plus tips, per week.

19. At all material times, Hume Enterprise's gross annual revenues were in excess of \$500,00.00.

20. Upon information and belief, A.H. and K.H. are officers/directors of Hume Enterprises and have economic and day-to-day control of the business known as Hume Enterprises operating as Toms NFL, and of the nature and structure of Plaintiff's employment

relationship with Hume Enterprises, and is therefore an employer as defined by 29 U.S.C., Section 203 (d).

21. Throughout her employment with Hume Enterprises, Plaintiff routinely worked for Hume Enterprises on Tuesday through Saturday, twelve (12) hours per day, for a total of sixty (60) hours per week, forty (40) regular hours and eight (20) hours overtime.

22. Plaintiff worked approximately 260 hours per month and was paid an average of \$151.67 dollars a month, or an average of \$.58 per hour.

23. Notwithstanding, Hume Enterprises, willfully and intentionally failed/refused to pay to Plaintiff the federally required minimum and overtime rates for all hours she worked.

24. Hume Enterprises knew of the overtime requirements of the Fair Labor Standards Act (“FLSA”) and willfully/intentionally/recklessly failed to investigate whether their payroll practices were in accordance with the FLSA.

25. As a result, Plaintiff has suffered damages and is entitled to receive overtime and minimum wage compensation.

26. Plaintiff has complied with all conditions precedent to filing this action.

27. Plaintiff has retained the law offices of the undersigned attorneys to represent her in this action and is obligated to pay a reasonable attorney’s fee.

PRE-SUIT DEMAND

28. On September 28, 2018, Plaintiff through her undersigned counsel, sent to Hume Enterprises, K.H. and A.H. a written pre-suit demand regarding the violations of the overtime provisions of the FLSA, and requesting Employer pay the amounts owed to Plaintiff, but Hume Enterprises, K.H. and A.H. failed/refused to do so (“Demand”).

COUNT I
VIOLATIONS OF THE OVERTIME PROVISIONS
OF FLSA AGAINST HUME ENTERPRISES

29. Plaintiff re-alleges the allegations in paragraphs one (1) through twenty-eight (28) above.

30. This is an action against Hume Enterprises for overtime compensation pursuant to 29 U.S.C. § 216(B).

31. Upon information and belief, Hume Enterprises has employed and currently employs several other similarly situated employees, like Plaintiff, who have not been paid overtime for work performed in excess of forty (40) hours weekly, within three (3) years from the filing of this Complaint.

32. Plaintiff routinely worked in excess of forty (40) hours per week for Hume Enterprises.

33. Specifically, Plaintiff estimates that she regularly worked for Hume Enterprises Tuesdays through Saturdays, twelve (12) hours per day, for a total of sixty (60) hours per week, forty (40) regular hours and twenty (20) hours overtime.

34. Plaintiff was a non-exempt employee, entitled to be paid at the rate of one and one-half for all hours worked in excess of forty (40) hours per week.

35. Hume Enterprises knew or should have known that Plaintiff suffered or was permitted to work overtime for Hume Enterprises as defined in 29 U.S.C. § 203 (g).

36. Hume Enterprises failed and/or refused to compensate Plaintiff for such work in excess of forty (40) hours at rates no less than one and one-half times the regular rates, for which she was employed, contrary to the provisions of 29 U.S.C. § 207 (a).

37. At all material times, Hume Enterprises knew or should have known that such refusal and/or failure is prohibited by the FLSA.

38. Notwithstanding, Hume Enterprises intentionally and willfully violated the FLSA, as cited herein.

39. At all material times, Hume Enterprises failed/refused to maintain proper time records as mandated by the FLSA regarding the overtime hours worked by Plaintiff.

40. As a result, Plaintiff has been damaged and is entitled to be compensated for his loss.

COUNT II
VIOLATIONS OF THE OVERTIME PROVISIONS
OF FLSA AGAINST K.H.

41. Plaintiff re-alleges the allegations in paragraphs one (1) through twenty-eight (28) above.

42. This is a collective action against K.H. for overtime compensation pursuant to 29 U.S.C. § 216(B)

43. Upon information and belief, K.H. has employed and currently employs several other similarly situated employees, like Plaintiff, who have not been paid overtime for work performed in excess of forty (40) hours weekly, within three (3) years from the filing of this Complaint.

44. Plaintiff routinely worked in excess of forty (40) hours per week for Hume Enterprises.

45. Specifically, Plaintiff estimates that she worked for Hume Enterprises Tuesdays through Saturdays, twelve (12) hours per day, for a total of sixty (60) hours per week, forty (40) regular hours and twenty (20) hours overtime.

46. K.H. had operational control of Hume Enterprises and is therefore an employer pursuant to 29 U.S.C. § 203(d).

47. Plaintiff was a non-exempt employee, entitled to be paid at the rate of one and one-half for all hours worked in excess of forty (40) hours per week.

48. K.H. knew or should have known that Plaintiff suffered or was permitted to work overtime for Hume Enterprises as defined by 29 U.S.C. § 203(g).

49. At all material times, K.H. knew or should have known that such refusal and/or failure is prohibited by the FLSA and intentionally and willfully violated the FLSA as cited herein.

50. At all material times, K.H. failed/refused to maintain proper time records as mandated by the FLSA regarding the overtime hours worked by the Plaintiff.

51. As a result, Plaintiff has been damaged and is entitled to be compensated for her loss.

COUNT III
VIOLATIONS OF THE OVERTIME PROVISIONS
OF FLSA AGAINST A.H.

52. Plaintiff re-alleges the allegations in paragraphs one (1) through twenty-eight (28) above.

53. This is a collective action against A.H. for overtime compensation pursuant to 29 U.S.C. § 216(B)

54. Upon information and belief, A.H. has employed and currently employs several other similarly situated employees, like Plaintiff, who have not been paid overtime for work performed in excess of forty (40) hours weekly, within three (3) years from the filing of this Complaint.

55. Plaintiff routinely worked in excess of forty (40) hours per week for Hume Enterprises.

56. Specifically, Plaintiff estimates that she worked for Hume Enterprises Tuesdays

through Saturdays, twelve (12) hours per day, for a total of sixty (60) hours per week, forty (40) regular hours and twenty (20) hours overtime.

57. A.H. had operational control of Hume Enterprises and is therefore an employer pursuant to 29 U.S.C. § 203(d).

58. Plaintiff was a non-exempt employee, entitled to be paid at the rate of one and one-half for all hours worked in excess of forty (40) hours per week.

59. A.H. knew or should have known that Plaintiff suffered or was permitted to work overtime for Hume Enterprises as defined by 29 U.S.C. § 203(g).

60. At all material times, A.H. knew or should have known that such refusal and/or failure is prohibited by the FLSA and intentionally and willfully violated the FLSA as cited herein.

61. At all material times, A.H. failed/refused to maintain proper time records as mandated by the FLSA regarding the overtime hours worked by the Plaintiff.

62. As a result, Plaintiff has been damaged and is entitled to be compensated for her loss.

COUNT IV
MINIMUM WAGE VIOLATIONS (PROMPT PAYMENT)
AGAINST HUME ENTERPRISES

63. Plaintiff re-alleges the allegations in paragraphs one (1) through twenty-eight (28) above.

64. The FLSA requires that Hume Enterprises pay Plaintiff a required minimum wage per hour; The FLSA requires that Hume Enterprises, have a regular pay period and make reasonably prompt payments in issuing pay for the work performed in the pay period. The failure to “promptly pay” minimum wages due to Plaintiff constitutes a minimum wage violation under the FLSA. *Olson v. Superior Pontiac-GMC, Inc.*, 765 F.2d 1570, 1579 (11th Cir. 1985), modified

77 F.2d 265 (11th Cir. 1985); see also *Biggs v. Wilson*, 1 F.3d 1537, 1530-40 (9th Cir. 1993).

65. Hume Enterprises knew of and showed reckless disregard for the provisions of the FLSA because Hume Enterprises knew or should have known that Plaintiff's wages did not amount to a lawful minimum wage considering his 48 hours worked each week.

66. Hume Enterprises willfully and intentionally failed to pay Plaintiff and those similarly-situated employees their full minimum wages by making the conscious decision to pay Plaintiff a salary which failed to compensate Plaintiff at the applicable minimum wage. Hume Enterprises also failed to timely pay portions of Plaintiff's last month of hourly pay and tips.

67. Hume Enterprises did not have a reasonable objective belief that it was not required to pay Plaintiff's minimum wages.

68. As a result, Plaintiff has been damaged and is entitled to be compensated for her loss.

COUNT V
MINIMUM WAGE VIOLATIONS (PROMPT PAYMENT)
AGAINST A.H.

69. Plaintiff re-alleges the allegations in paragraphs one (1) through twenty eight (28) above.

70. The FLSA requires that Hume Enterprises pay Plaintiff a required minimum wage per hour; The FLSA requires that Hume Enterprises, have a regular pay period and make reasonably prompt payments in issuing pay for the work performed in the pay period. The failure to "promptly pay" minimum wages due to Plaintiff constitutes a minimum wage violation under the FLSA. *Olson v. Superior Pontiac-GMC, Inc.*, 765 F.2d 1570, 1579 (11th Cir. 1985), modified 77 F.2d 265 (11th Cir. 1985); see also *Biggs v. Wilson*, 1 F.3d 1537, 1530-40 (9th Cir. 1993).

71. A.H. knew of and showed reckless disregard for the provisions of the FLSA because A.H. knew or should have known that Plaintiff's wages did not amount to a lawful minimum wage considering his 48 hours worked each week.

72. A.H. willfully and intentionally failed to pay Plaintiff and those similarly-situated employees their full minimum wages by making the conscious decision to pay Plaintiff a salary which failed to compensate Plaintiff at the applicable minimum wage. A.H. also failed to timely pay portions of Plaintiff's last month of hourly pay and tips.

73. A.H. did not have a reasonable objective belief that it was not required to pay Plaintiff's minimum wages.

74. As a result, Plaintiff has been damaged and is entitled to be compensated for her loss.

COUNT V
MINIMUM WAGE VIOLATIONS (PROMPT PAYMENT)
AGAINST K.H.

75. Plaintiff re-alleges the allegations in paragraphs one (1) through twenty-eight (28) above.

76. The FLSA requires that Hume Enterprises pay Plaintiff a required minimum wage per hour; The FLSA requires that Hume Enterprises, have a regular pay period and make reasonably prompt payments in issuing pay for the work performed in the pay period. The failure to "promptly pay" minimum wages due to Plaintiff constitutes a minimum wage violation under the FLSA. *Olson v. Superior Pontiac-GMC, Inc.*, 765 F.2d 1570, 1579 (11th Cir. 1985), modified 77 F.2d 265 (11th Cir. 1985); see also *Biggs v. Wilson*, 1 F.3d 1537, 1530-40 (9th Cir. 1993).

77. K.H. knew of and showed reckless disregard for the provisions of the FLSA because K.H. knew or should have known that Plaintiff's wages did not amount to a lawful minimum wage considering his 48 hours worked each week.

78. K.H. willfully and intentionally failed to pay Plaintiff and those similarly-situated employees their full minimum wages by making the conscious decision to pay Plaintiff a salary which failed to compensate Plaintiff at the applicable minimum wage. K.H. also failed to timely pay portions of Plaintiff's last month of hourly pay and tips.

79. K.H. did not have a reasonable objective belief that it was not required to pay Plaintiff's minimum wages.

80. As a result, Plaintiff has been damaged and is entitled to be compensated for her loss.

PLAINTIFF'S DEMAND FOR JURY TRIAL

81. Plaintiff hereby demands a jury trial of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Cassie Milosevic, respectfully requests that judgment be entered in her favor against Defendant, Hume Enterprises, as follows:

(a) Declaring pursuant to 29 U.S.C. § 206(a), 28 U.S.C §2201 and §2202, that the acts and practices of the Defendants complained of herein are in violation of the minimum and overtime wages provisions of the FLSA;

(b) Permanently enjoining the Defendants, their agents, officers and employees from engaging in all practices found by this court to be in violation of the minimum and overtime wages provisions of the FLSA;

(c) Awarding Plaintiff damages against Defendants, for lost and withheld compensation, minimum wages, and overtime wages compensation for all hours that she worked for Defendants over forty (40) hours per week, but for which he was not compensated at the required minimum and overtime rate;

- (d) Awarding Plaintiff liquidated damages;
- (e) Awarding Plaintiff reasonable attorney's fees, costs, Interest, and expenses of this litigation pursuant to 29 U.S.C. §216(b);
- (f) Ordering any other further relief that this Court may deem just and proper.

Respectfully submitted this 15th day of October, 2018.

By: /s/ Henry Hernandez
Florida Bar No. 542601

Law Office of Henry Hernandez, P.A.
Attorney for Plaintiff
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T.: 305.771.3374
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By: /s/ Monica Espino
Florida Bar No. 834491

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Tel.: 305.704.3172
Fax: 305.722.7378

JS 44 (Rev. 08/16)

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

Cassie Milosevic

DEFENDANTS

HUME Enterprises, LLC; Aaron Hume; and Kevin Hume

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

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

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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 Recopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. § 216(b)
 Brief description of cause:
FLSA

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: 10/15/2018 SIGNATURE OF ATTORNEY OF RECORD: 

FOR THE LAW OFFICE OF HENRY HERNANDEZ

FOR OFFICE USE ONLY: RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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

UNITED STATES DISTRICT COURT

for the

Cassie Milosevic, and all others similarly situated
under 29 U.S.C 206(B)

Plaintiff(s)

v.

HUME Enterprises, LLC; Aaron Hume, Individually;
and Kevin Hume, Individually

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) HUME ENTERPRISES, LLC
3902 NW 58th CT
Miami, FL 33166

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:

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

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

UNITED STATES DISTRICT COURT
for the

Cassie Milosevic, and all others similarly situated
all others similarly situated under 29 U.S.C 206(B)

Plaintiff(s)

v.

HUME Enterprises, LLC; Aaron Hume, Individually;
and Kevin Hume, Individually

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Aaron Hume
3902 NW 58th CT
Miami, FL 33166

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:

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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

UNITED STATES DISTRICT COURT
for the

Cassie Milosevic, and all others similarly situated
all others similarly situated under 29 U.S.C 206(B)

Plaintiff(s)

v.

HUME Enterprises, LLC; Aaron Hume, Individually;
and Kevin Hume, Individually

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Kevin Hume
3902 NW 58th CT
Miami, FL 33166

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:

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: [Toms NFL Sports Bar Waitress Sues Over Allegedly Unpaid Minimum, Overtime Wages](#)
