

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

2018 NOV 19 AM 10:46

CASE NO.:

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

JAVIER A. MOLINA,
JUAN F. FLORES
and other similarly-situated individuals,

Plaintiffs,

v.

2:18-cv-771-FM-JECM

CULINARY EXPERTS, INC.
a/k/a LA GROTTA ITALIAN GRILL
and MOUHSINE LAHLIL, individually

Defendants.

COMPLAINT

(OPT-IN PURSUANT TO 29 U.S.C § 216(b))

COME NOW the Plaintiffs JAVIER A. MOLINA, JUAN F. FLORES, and other similarly-situated individuals, by and through the undersigned counsel, and hereby sue Defendants CULINARY EXPERTS, INC. a/k/a LA GROTTA ITALIAN GRILL, and MOUHSINE LAHLIL individually and alleges:

1. This is an action to recover money damages for unpaid regular and overtime wages under the laws of the United States. This Court has jurisdiction pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201-219 (Section 216 for jurisdictional placement) ("the Act"),
2. Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES are residents of Lee County, Florida. Plaintiffs are covered employees for purposes of the Act. Plaintiffs performed their work in Lee County, within the jurisdiction of this Court.
3. Defendant CULINARY EXPERTS, INC. a/k/a LA GROTTA ITALIAN GRILL (hereinafter LA GROTTA ITALIAN GRILL, or Defendant) is a Florida corporation,

having its main place of business in Lee County, were Plaintiffs worked. At all times material, Defendant was and is engaged in interstate commerce.

4. Individual Defendant MOUHSINE LAHLIL was and is now, the owner/partner and/or manager of Defendant Corporation LA GROTTA ITALIAN GRILL. Defendant MOUHSINE LAHLIL is the employer of Plaintiff and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)].
5. All the action raised in this complaint took place in Lee County Florida, within the jurisdiction of this Court.

GENERAL ALLEGATIONS

6. Defendant LA GROTTA ITALIAN GRILL is a retail business operating as an Italian restaurant at 9520 Market Place Rd. Fort Myers, Florida 33912, where Plaintiffs worked.
7. The employer LA GROTTA ITALIAN GRILL was engaged in interstate commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s)(1)(A). The defendant is a retail company operating as an Italian restaurant. Defendant has more than two employees directly and recurrently engaged in interstate commerce. At all times pertinent to this Complaint, the Employer/Defendant operates as an organization which sells and/or markets its services to customers from throughout the United States. Employer/Defendant 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, transmits funds outside of the State of Florida. Upon information and belief, the annual gross revenue of the Employer/Defendant was at all times material hereto in excess of \$500,000 per annum. Therefore, there is enterprise coverage.

8. Plaintiffs were employed by an enterprise engaged in interstate commerce. Plaintiffs and other employees similarly situated regularly and recurrently participated in interstate commerce, by handling and working on goods and materials and that were moved across State lines at any time in the course of business. Therefore, there is individual coverage.
9. Defendants LA GROTTA ITALIAN GRILL and MOUHSINE LAHLIL employed Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES as a non-exempt, full time, hourly employees. Plaintiffs were hired as cooks.
10. Plaintiff JAVIER A. MOLINA worked for Defendants from approximately September 27, 2017 to September 20, 2018, or 51 weeks.
11. Plaintiff JUAN F. FLORES worked for Defendants from approximately September 29, 2017, to September 20, 2018, or 51 weeks.
12. During their time of employment Plaintiffs worked 7, and 6 days per week more than 40 hours every week period.
13. Plaintiffs worked a period of approximately 12 weeks an average of 77 hours per week. Plaintiffs worked from Monday to Saturday from 9:00 AM to 9:30 PM (12.5 hours); on Sundays Plaintiffs worked from 4:30 PM to 9:30 PM (5 hours). In this period, Plaintiffs worked a total of 77 hours weekly. Plaintiffs had already deducted 30 minutes of lunch break daily or 3 hours weekly ($0.5 \times 6 = 3$ hours weekly).
14. The remaining 39 weeks Plaintiffs worked 6 days per week. Plaintiffs had Wednesday off, but they worked Monday, Tuesday, Thursday, Friday, Saturday and Sunday from 9:00 AM to 9:30 PM (12.5 hours) for a total of 72 hours weekly. Plaintiffs had already deducted 30 minutes of lunch break daily or 3 hours weekly ($0.5 \times 6 = 3$ hours weekly).

15. Plaintiffs worked many hours in excess of 40 every week period, but they were not paid overtime hours.
16. Therefore, Defendants willfully failed to pay Plaintiffs overtime hours at the rate of time and one-half their regular rate for every hour that they worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
17. Plaintiffs were paid bi-weekly a salary of \$900.00 weekly strictly in cash, without any record of paystubs showing number of days and hours worked, wage rate, employment taxes withheld etc.
18. Defendants used a computer to track the hours worked by other employees, but Plaintiffs were not allowed to clock in and out. Although Plaintiffs did not clock in and out, Defendants were able to track the hours worked by Plaintiffs and other similarly situated individuals.
19. Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES were fired by the owner of the business MOUHSINE LAHLIL on or about September 20, 2018 after they complained for overtime hours.
20. Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES seek to recover unpaid overtime hours, accumulated during all their time of employment, liquidated damages, retaliatory damages, as allowable by law.
21. The additional persons who may become Plaintiffs in this action are weekly-paid employees and/or former employees of Defendants who are and who were subject to the unlawful payroll practices and procedures of Defendants and were not paid overtime hours at the rate of time and one half of their regular rate of pay for all overtime hours worked in excess of forty.

COUNT I:
WAGE AND HOUR FEDERAL STATUTORY VIOLATION;
FAILURE TO PAY OVERTIME; AGAINST ALL DEFENDANTS

22. Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES re-adopt each and every pertinent and factual allegation, as stated in paragraphs 1-21 above as if set out in full herein.
23. This action is brought by Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES and those similarly-situated to recover from the Employers unpaid overtime compensation, as well as an additional amount as liquidated damages, costs, and reasonable attorney's fees under the provisions of 29 U.S.C. § 201 et seq., and specifically under the provisions of 29 U.S.C. § 207. 29 U.S.C. § 207 (a)(1) states, "No employer shall employ any of his employees... for a work week longer than 40 hours unless such employee receives compensation for his employment in excess of the hours above-specified at a rate not less than one and a half times the regular rate at which he is employed."
24. Defendants LA GROTTA ITALIAN GRILL and MOUHSINE LAHLIL employed Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES from September 2017, to September 20, 2018, or approximately 51 weeks.
25. Plaintiffs were hired as a non-exempt, full time, hourly employees. Plaintiffs were paid \$900.00 per week.
26. During their time of employment Plaintiffs worked 12 weeks, 7 days per week; from Monday to Sunday a total of 77 hours weekly.
27. The remaining 39 weeks, Plaintiffs worked 6 days per week an average of 72 hours weekly.
28. Plaintiffs were paid bi-weekly a salary of \$900.00 weekly strictly in cash, without any record of paystubs showing number of days and hours worked, wage rate, employment taxes withheld etc.

29. Defendants used a computer to track the hours worked by other employees, but Plaintiffs were not allowed to clock in and out. Although Plaintiffs did not clock in and out, Defendants were able to track the hours worked by Plaintiffs and other similarly situated individuals.
30. Plaintiffs worked in excess of 40 hours weekly, but they were not paid for overtime hours.
31. Therefore, Defendants willfully failed to pay Plaintiffs overtime hours at the rate of time and one-half their regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
32. Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES were fired on or about September 20, 2018, after they complained for overtime hours.
33. Defendants' failure to pay Plaintiffs and all current and former employees similarly situated, compensation at a rate not less than one and one-half times the rate at which they are/were employed for work performed beyond the 40 hours in a workweek, is contrary to the provisions of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
34. The records, if any, concerning the number of hours worked by Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES and all other similarly-situated employees, and the compensation paid to such employees should be in the possession and custody of Defendants. However, upon information and belief, Defendants did not maintain accurate and complete time records of hours worked by Plaintiffs and other employees in the asserted class.
35. Defendants violated the record keeping requirements of FLSA, 29 CFR Part 516.

36. Upon information and belief, Defendants never posted any notice, as required by the Fair Labor Standards Act and Federal Law, to inform employees of their Federal rights to overtime and minimum wage payments. Defendants violated the Posting requirements of 29 U.S.C. § 516.4.

37. Prior to the completion of discovery and to the best of Plaintiff's knowledge, at the time of the filing of this complaint, Plaintiff's good faith estimate of unpaid wages are as follows:

I.- Overtime Plaintiff JAVIER A. MOLINA

*Please note that these amounts are based on preliminary calculations and that these figures could be subject to modification as new evidence could dictate

a. Total amount of alleged unpaid wages:

Nine Thousand Eight Hundred Eighty-One Dollars and 28/100 (\$9,881.28)

b. Calculation of such wages:

Total Period of Employment: 51 weeks

Paid: \$900.00 weekly:

i. Calculations for 12 weeks with 7 days/77 hours worked weekly

Total relevant weeks of employment: 12 weeks

Total number of hours worked weekly: 77 hrs.

Overtime hours: 37 hours weekly

Unpaid overtime hours: 37 hours

Paid: \$900.00 weekly: 77 worked hours=\$11.69 an hour

Regular rate: \$11.69 :2= \$5.84 half-time

Half-time \$5.84 x 37 O/T hours=\$216.08 x 12 weeks=\$2,592.96

ii. Calculations for 39 weeks with 6 days/72 hours worked weekly

Total relevant weeks of employment: 39 weeks

Total number of hours worked weekly: 72 hrs.

Overtime hours: 32 hours weekly

Unpaid overtime hours: 32 hours

Paid: \$900.00 weekly: 77 worked hours=\$11.69 an hour

Regular rate: \$11.69 :2= \$5.84 half-time

Half-time $\$5.84 \times 32$ O/T hours= $\$186.88 \times 12$ weeks= $\$7,288.32$

Total i and ii: $\$9,881.28$

c. Nature of wages (e.g. overtime or straight time):

This amount represents the unpaid half-time overtime compensation.

II.- Overtime Plaintiff JUAN F. FLORES

*Please note that these amounts are based on preliminary calculations and that these figures could be subject to modification as new evidence could dictate

a. Total amount of alleged unpaid wages:

Nine Thousand Eight Hundred Eighty-One Dollars and 28/100 ($\$9,881.28$)

b. Calculation of such wages:

Total Period of Employment: 51 weeks

Paid: $\$900.00$ weekly:

i. Calculations for 12 weeks with 7 days/77 hours worked weekly

Total relevant weeks of employment: 12 weeks

Total number of hours worked weekly: 77 hrs.

Overtime hours: 37 hours weekly

Unpaid overtime hours: 37 hours

Paid: $\$900.00$ weekly: 77 worked hours= $\$11.69$ an hour

Regular rate: $\$11.69 :2= \5.84 half-time

Half-time $\$5.84 \times 37$ O/T hours= $\$216.08 \times 12$ weeks= $\$2,592.96$

ii. Calculations for 39 weeks with 6 days/72 hours worked weekly

Total relevant weeks of employment: 39 weeks

Total number of hours worked weekly: 72 hrs.

Overtime hours: 32 hours weekly

Unpaid overtime hours: 32 hours

Paid: $\$900.00$ weekly: 77 worked hours= $\$11.69$ an hour

Regular rate: $\$11.69 :2= \5.84 half-time

Half-time $\$5.84 \times 32$ O/T hours= $\$186.88 \times 12$ weeks= $\$7,288.32$

Total i and ii: $\$9,881.28$

c. Nature of wages (e.g. overtime or straight time):

This amount represents the unpaid half-time overtime compensation.

38. At all times, the Employers/Defendants LA GROTTA ITALIAN GRILL and MOUHSINE LAHLIL failed to comply with Title 29 U.S.C. §207 (a) (1), in that Plaintiffs and those similarly-situated performed services and worked in excess of the maximum hours provided by the Act but no provision was made by the Defendants to properly pay them at the rate of time and one half for all hours worked in excess of forty hours (40) per workweek, as provided in said Act.
39. The additional persons who may become Plaintiffs in this action are weekly-paid employees and/or former employees of Defendants who are and who were subject to the unlawful payroll practices and procedures of Defendants and were not paid time and one half of their regular rate of pay for all overtime hours worked in excess of forty.
40. Defendant LA GROTTA ITALIAN GRILL knew and/or showed reckless disregard of the provisions of the Act concerning the payment of overtime wages as required by the Fair Labor Standards Act and remains owing Plaintiffs and those similarly-situated these overtime wages since the commencement of Plaintiffs' and those similarly-situated employees employment with Defendants as set forth above, and Plaintiffs and those similarly-situated are entitled to recover double damages.
41. At the time mentioned, individual Defendant MOUHSINE LAHLIL was and is now, the owner/partner/manager of LA GROTTA ITALIAN GRILL. Defendant MOUHSINE LAHLIL is the employer of Plaintiffs and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)]. This individual Defendant acted directly in the interests of LA GROTTA ITALIAN GRILL in relation to

its employees, including Plaintiffs and others similarly situated. Defendant MOUHSINE LAHLIL had financial and operational control of the business, he determined terms and working conditions of Plaintiffs and all other similarly situated employees and he is jointly liable for Plaintiffs' damages.

42. Defendants LA GROTTA ITALIAN GRILL and MOUHSINE LAHLIL willfully and intentionally refused to pay Plaintiffs overtime wages as required by the law of the United States and remain owing Plaintiffs these overtime wages since the commencement of Plaintiffs' employment with Defendant LA GROTTA ITALIAN GRILL as set forth above.
43. Plaintiffs have retained the law offices of the undersigned attorney to represent them in this action and they are obligated to pay a reasonable attorneys' fee.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES and those similarly-situated respectfully request that this Honorable Court:

- A. Enter judgment for Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES and other similarly-situated individuals, and against the Defendants LA GROTTA ITALIAN GRILL and MOUHSINE LAHLIL on the basis of Defendants' willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and
- B. Award Plaintiffs actual damages in the amount shown to be due for unpaid overtime compensation for hours worked in excess of forty weekly, with interest; and
- C. Award Plaintiffs an equal amount in double damages/liquidated damages; and
- D. Award Plaintiffs reasonable attorneys' fees and costs of suit; and
- E. Grant such other and further relief as this Court deems equitable and just and/or available pursuant to Federal Law.

JURY DEMAND

Plaintiffs JAVIER A. MOLINA, JUAN F. FLORES, and those similarly-situated demand trial by jury of all issues triable as of right by jury.

COUNT II:
FEDERAL STATUTORY VIOLATION PURSUANT TO 29 U.S.C. 215 (a)(3)
RETALIATION; AGAINST ALL DEFENDANTS

44. Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES re-adopt each and every factual allegation as stated in paragraphs 1-21 of this complaint as if set out in full herein.
45. The employer LA GROTTA ITALIAN GRILL was engaged in interstate commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s)(1)(A). Upon information and belief, the annual gross revenue of the Employer/Defendant was at all times material hereto in excess of \$500,000 per annum. Therefore, there is enterprise coverage.
46. Plaintiffs were employed by an enterprise engage in interstate commerce. Plaintiffs and other employees similarly situated regularly and recurrently participated in interstate commerce, by handling and working on goods and materials and materials that were moved across State lines at any time in the course of business. Therefore, there is individual coverage.
47. By reason of the foregoing, Defendant's business activities involve those to which the Fair Labor Standards Act applies.
48. 29 U.S.C. § 207 (a) (1) states, "if an employer employs an employee for more than forty hours in any work week, the employer must compensate the employee for hours in excess of forty at the rate of at least one and one-half times the employee's regular rate..."

49. Likewise, 29 U.S.C. 215(a)(3) states... it shall be unlawful for any person— “to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter, or has testified or is about to testify in any such proceeding,.....”
50. Defendants LA GROTTA ITALIAN GRILL and MOUHSINE LAHLIL employed Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES from September 2017, to September 20, 2018, or approximately 51 weeks.
51. Plaintiffs were hired as a non-exempt, full time, hourly employees. Plaintiffs were paid \$900.00 per week.
52. During their time of employment Plaintiffs worked 12 weeks, 7 days per week; from Monday to Sunday a total of 77 hours weekly.
53. The remaining 39 weeks, Plaintiffs worked 6 days per week an average of 72 hours weekly.
54. Plaintiffs were paid bi-weekly a salary of \$900.00 weekly strictly in cash, without any record of paystubs showing number of days and hours worked, wage rate, employment taxes withheld etc.
55. Defendants used a computer to track the hours worked by other employees, but Plaintiffs were not allowed to clock in and out. Although Plaintiffs did not clock in and out, Defendants were able to track the hours worked by Plaintiffs and other similarly situated individuals.
56. Plaintiffs worked in excess of 40 hours weekly, but they were not paid for overtime hours.
57. Therefore, Defendants willfully failed to pay Plaintiffs overtime hours at the rate of time and one-half their regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).

58. On or about July 14, 2018 Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES complained with the owner of the business MOUHSINE LAHLIL about late payments and missing unpaid overtime. Plaintiffs told MOUHSINE LAHLIL that they knew that they were supposed to be paid more for hours worked after the 40 regular hours every week. Owner MOUHSINE LAHLIL refused to pay overtime.
59. On or about August 20, 2018, Plaintiffs complained about late payments and missing payment for overtime hours once again. MOUHSINE LAHLIL answered that he would not pay overtime time hours.
60. These complains constituted protected activity under 29 U.S.C. 215(a)(3).
61. On or about September 20, 2018, the owner of the business MOUHSINE LAHLIL fired Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES.
62. At all times during their employment, Plaintiffs performed their work satisfactorily. There was no reason other than a retaliatory action to terminate Plaintiffs' employment with Defendants.
63. The adverse employment action against Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES by the Defendants was directly and proximately caused by Defendants' unjustified retaliation because of Plaintiffs' complaints about overtime payment, and regular wages in violation of Federal Law.
64. Moreover, Plaintiffs' termination came just in temporal proximity after Plaintiffs' participation in protected activity on or about August 20, 2018.
65. At the time mentioned, individual Defendant MOUHSINE LAHLIL was and is now, the owner and manager of Defendant Corporation LA GROTTA ITALIAN GRILL. Defendant MOUHSINE LAHLIL was the employer of Plaintiffs and others similarly

situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)], in that this individual Defendant acted directly in the interests of LA GROTTA ITALIAN GRILL in relation to its employees including Plaintiffs and others similarly situated. Defendant MOUHSINE LAHLIL had absolute operational and financial control of the business, and he is jointly liable for Plaintiffs' damages.

66. Defendants LA GROTTA ITALIAN GRILL and MOUHSINE LAHLIL willfully and maliciously retaliated against Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES by engaging in a retaliatory action that was materially adverse to a reasonable employee, and with the purpose to dissuade Plaintiffs from exercising their rights under 29 U.S.C. 215(a)(3).

67. The Defendants' adverse action against Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES was in direct violation of 29 U.S.C. 215 (a) (3) and, as a direct result, Plaintiffs have been damaged.

68. Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES have retained the law offices of the undersigned attorney to represent them in this action and they are obligated to pay a reasonable attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES respectfully request that this Honorable Court:

- A. Enter judgment declaring that the firing of Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES by Defendants LA GROTTA ITALIAN GRILL and MOUHSINE LAHLIL were an unlawful act of retaliation in violation of 29 U.S.C. 215 (a) (3).
- B. Enter judgment against Defendants LA GROTTA ITALIAN GRILL and MOUHSINE

LAHLIL awarding Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES liquidated damages in an amount equal to the amount awarded as consequential damages;

- C. For all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages
- D. Enter judgment awarding Plaintiffs reasonable attorney's fees and costs of this suit; and
- E. Grant such other and further relief as this Court deems necessary and proper.

JURY DEMAND

Plaintiffs JAVIER A. MOLINA and JUAN F. FLORES demand trial by jury of all issues triable as of right by jury.

DATED: October 30, 2018

Respectfully submitted,

By: /s/ Zandro E. Palma
ZANDRO E. PALMA, P.A.
Florida Bar No.: 0024031
9100 S. Dadeland Blvd.
Suite 1500
Miami, FL 33156
Telephone: (305) 446-1500
Facsimile: (305) 446-1502
zep@thepalmalawgroup.com
Attorney for Plaintiffs

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
 JAVIER A. MOLINA,
 JUAN F. FLORES
 (b) County of Residence of First Listed Plaintiff
 (EXCEPT IN U.S. PLAINTIFF CASES)
 (c) Attorneys (Firm Name, Address, and Telephone Number)
 Zandro E. Palma, P.A.
 9100 South Dadeland Blvd., Suite 1500
 Miami, FL 33156

DEFENDANTS
 CULINARY EXPERTS, INC. a/k/a LA GROTTA ITALIAN GRILL
 and MOUHSINE LAHLIL

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)

2018 NOV 19 AM 10:46
 FEDERAL DISTRICT COURT
 MIDDLE DISTRICT OF FLORIDA
 FORT MYERS FLORIDA

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

CONTRACT	TORTS	FOREFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 116 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 checked="" 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"/> 250 Rent Lease & Ejectment <input type="checkbox"/> 290 Torts to Land <input type="checkbox"/> 345 Tort Product Liability <input type="checkbox"/> 390 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			

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

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.
 Brief description of cause:
 FLSA Overtime and Retaliation

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 10/30/2018 SIGNATURE OF ATTORNEY OF RECORD Zandro E. Palma

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE
 FEM013200
 2:18-cv-771-FEM-29CM

ClassAction.org

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