

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**BRUNO NZE, individually,
GIOVANNA SUAREZ, individually,
COLLEEN GIGANTE, individually,
and on behalf of others similarly situated,**

Plaintiffs,

v.

Case No.: 8:18-cv-835-JSM-AEP

**MOTIVATIONAL COACHES
OF AMERICA, INC.,
JULIO AVAEL, individually,
PAUL RENDULIC, individually,
ELISA DE LIMA, individually,
CLAUDEL TRAJAN, individually,
MANNY RIERA, individually,
JOSIL CERDA, individually, and
JORGE CUBERO, individually,**

Defendants.

_____ /

**COLLECTIVE ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL**

2018 APR -9 AM 8:14

FILED

Plaintiffs, BRUNO NZE, individually; GIOVANNA SUAREZ, individually; COLLEEN GIGANTE, individually; and on behalf of others similarly situated, by and through their undersigned counsel, hereby sue the Defendants, MOTIVATIONAL COACHES OF AMERICA, INC.; JULIO AVAEL, individually; PAUL RENDULIC, individually; ELISA DE LIMA, individually; CLAUDEL TRAJAN, individually; MANNY RIERA, individually; JOSIL CERDA, individually; and JORGE CUBERO, individually, and state as follows:

JURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1331 and 1441(b).

79A-49878
\$400

2. Venue lies within the United States District Court for the Middle District of Florida, Tampa Division because a substantial part of the events giving rise to this claim occurred in this Judicial District and is therefore proper pursuant to 28 U.S.C. § 1391(b).

PARTIES

3. At all times material herein, Plaintiff, BRUNO NZE (“Nze”), was and is a resident of Polk County, Florida.

4. At all times material herein, Plaintiff, GIOVANNA SUAREZ (“Suarez”), was and is a resident of Miami-Dade County, Florida.

5. At all times material herein, Plaintiff COLLEEN GIGANTE (“Gigante”) was and is a resident of Pinellas County, Florida.

6. Nze, Suarez, Gigante, individually and on behalf of other similarly situated, are collectively referred to herein as “Plaintiffs.”

7. At all times material herein, Plaintiffs were employees of Defendants pursuant to 29 U.S.C. § 203(e)(1), Defendants were Plaintiffs’ employer within the meaning of 29 U.S.C. § 203(d), and Defendants employed Plaintiffs within the meaning of 29 U.S.C. § 203(g).

8. At all times material herein, Defendant, MOTIVATIONAL COACHES OF AMERICA, INC, (“MCUSA”) was and is a foreign not for profit corporation, authorized and doing business in this Judicial District.

9. At all times material herein, Defendant, JULIO AVAEL (“Avael”), individually, was and is the Owner and President of MCUSA.

10. At all times material herein, Defendant, PAUL RENDULIC (“Rendulic”), individually, was and is an Officer of MCUSA.

11. At all times material herein, Defendant, ELSA DE LIMA (“De Lima”), individually, was and is the Secretary of MCUSA.

12. At all times material herein, Defendant, CLAUDEL TRAJAN (“Trajan”), individually, was and is Legal Counsel for MCUSA.

13. At all times material herein, Defendant, MANNY RIERA (“Riera”), individually, was and is the Chief of Schools for MCUSA.

14. At all times material herein, Defendant, JOSIL CERDA (“Cerde”), individually, was and is the Director of Business Services for MCUSA.

15. At all times material herein, Defendant, JORGE CUBERO (“Cubero”), individually, was and is the Finance Manager for MCUSA.

16. Defendants, MCUSA, Avel, Rendulic, De Lima, Trajan, Riera, Cerda, and Cubero are collectively referred to herein as “Defendants.”

17. The Defendants are an enterprise engaged in commerce as defined by 29 U.S.C. § 203(s)(1)(A) in that it (a) has employees engaged in commerce or has employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce, and (b) has an annual gross volume of sales made or business done that is not less than \$500,000.00.

GENERAL ALLEGATIONS

18. At all times material, Defendants willfully violated the Fair Labor Standards Act (“FLSA”).

19. Plaintiffs have retained the undersigned counsel to represent their interest in this action and are obligated to pay them a reasonable fee for their services.

FACTUAL ALLEGATIONS

20. MCSU bills itself as offering a “proven, school-based program for kids who are struggling with anger management, substance abuse, self-esteem and behavioral challenges.”

21. In practice, MCSU partners with school districts and individual schools to place a “Motivational Coach” on a school campus to provide mental health services, both individually and in groups, to students that need additional support services.

22. MCUSA does not directly charge the school board, the school, or the students for its services. Instead, MCUSA’s services are funded by a number of sources including private sponsors, private insurers, and government programs. MCUSA, however, offers their services to all children at each school regardless of the student’s health coverage status.

23. To accept employment with MCUSA, each Motivational Coach must sign and execute a “Service Member Agreement.” This Service Member Agreement sets forth the terms of the Motivational Coaches’ employment.

24. For example, the Service Member Agreement requires the Motivational Coach to “service the assigned school during the service sites operating hours as defined by the sites starting and end times, or at the direction of the school’s chief administrator.”

25. Each Motivational Coach was subject “to all polices, rules, and regulations established by [MCUSA], including any and all credentialing requirements, protocols, policies, quality assurance procedures, and utilization review procedures, which are imposed upon, adopted, or instituted by [MCUSA].”

26. MCUSA retained the right to terminate the Service Member Agreement “at will.” The Motivational Coach, however, could only terminate the Service Member Agreement “for cause.”

27. MCUSA agreed to compensate its Motivational Coaches through a purported fee-for-service system that required the Motivational Coach to accumulate “engagement points.” Various interactions with students would result in different engagement points (i.e. four engagement points for each student that attends a one-hour group session).

28. Motivational Coaches were expected to earn 69 engagement points per day. Each of the first 69 engagement points earned in a day purportedly entitled a Motivational Coach to a *non-negotiable* payment of \$3.12 (\$215.58/day). Each additional engagement point earned that day purportedly entitled the Motivational Coach to an additional \$2.00. MCUSA purportedly had two pay periods per month beginning on the 1st and 15th.

29. If a student was not “sponsored”—meaning the student had no available insurance available to cover the Motivational Coach’s service—MCUSA still encouraged the Motivational Coach to provide that student counseling services. The Motivational Coach, however, would not earn any engagement points or receive any payment for those services.

30. MCUSA required its Motivational Coaches to track each student interaction with notes in an online work-management system called Podio. Those notes were later reviewed by a licensed therapist and MCUSA submitted payment to private and public insurers.

Plaintiff Bruno Nze

31. On or about January 26, 2018, MCUSA hired Nze as a Motivational Coach and assigned him to work at Sligh Middle School in Hillsborough County, Florida.

32. Nze immediately sought to identify eligible “sponsored” students to whom he could provide services and for which he would accumulate engagement points.

33. As MCUSA directed, Nze served all students regardless of whether they were “sponsored” and would, therefore, allow him to accumulate engagement points.

34. Ultimately, Nze provided counseling services to 25 to 30 students at Sligh Middle School. But only three of those students had eligible insurance and qualified as “sponsored.” Accordingly, Nze only accumulated engagement points for his time counseling those three students.

35. As MCUSA required, Nze serviced his assigned school site during the school’s operating hours. Additionally, Nze spent many additional hours per week outside of school hours: entering his time and notes in MCUSA’s Podio tracking system; communicating with parents, teachers, and school administrators regarding certain students; and communicating with students and parents off school grounds and outside of school hours.

36. After several weeks, Nze had not been paid any compensation, even for those few students for which he had accumulated engagement points. Nze ended his employment on or about March 19, 2018. To date, MCUSA has not paid Nze any compensation for the services he provided during his employment as a Motivational Coach.

37. From the date MCUSA hired Nze, to the date he ended his employment, Nze worked 50 to 60 hours per work.

Plaintiff Giovanna Suarez

38. On or about January 16, 2018, MCUSA hired Suarez to serve a Motivational Coach at Ruben Dario Middle School in Miami-Dade County, Florida.

39. As MCUSA required, Suarez serviced her assigned school site during the school’s operating hours. Additionally, Suarez spent many additional hours per week outside of school hours: entering her time and notes in MCUSA’s Podio tracking system; communicating with parents, teachers, and school administrators regarding certain students; and communicating with students and parents off school grounds and outside of school hours.

40. After several weeks, Suarez had not been paid any compensation for time spent serving as a Motivational Coach for MCUSA, despite having accumulated engagement points. Suarez ended her employment on or about February 23, 2018.

41. From the date MCUSA hired Suarez, to the date she ended her employment on or about February 23, 2018, Suarez worked 50 to 60 hours per work.

42. Although MCUSA never paid Suarez for the work she performed as a Motivational Coach, in late February 2018 MCUSA sent her a letter accusing her of failing to comply with certain compliance standards and alleging to have *overpayed* Suarez by \$4,914.00.

Plaintiff Colleen Gigante

43. On or about December 1, 2017, MCUSA hired Gigante to serve as a motivational coach at Paul R. Smith Middle School in Pasco County, Florida.

44. As MCUSA required, Gigante serviced her assigned school site during the school's operating hours. Additionally, Gigante spent many additional hours per week outside of school hours: entering her time and notes in MCUSA's Podio tracking system; communicating with parents, teachers, and school administrators regarding certain students; and communicating with students and parents off school grounds and outside of school hours.

45. From the date MCUSA hired Gigante through on or about March 15, 2018, Gigante worked 50 to 60 hours per week for MCUSA. MCUSA never made regular payments to Gigante, and has only paid Gigante \$1,018.00 during her employment.

COUNT I
FAIR LABOR STANDARDS ACT (MINIMUM WAGE)

46. Plaintiffs re-allege and adopt, as if fully set forth herein, the allegations stated in paragraphs one (1) through forty-five (45).

47. Plaintiffs, and others similarly situated, are entitled to minimum wage for all hours worked pursuant to the FLSA, but Defendants failed to pay Plaintiffs that amount.

48. By reason of the intentional, willful and unlawful acts of the Defendants in violation of the FLSA, Plaintiffs, and others similarly situated, have suffered and will continue to suffer damages.

WHEREFORE, Plaintiffs, BRUNO NZE, individually, GIOVANNA SUAREZ, individually, COLLEEN GIGANTE, individually, and on behalf of others similarly situated, respectfully request that judgment be entered in their favor against Defendants, MOTIVATIONAL COACHES OF AMERICA, INC., JULIO AVAEL, individually, PAUL RENDULIC, individually, ELISA DE LIMA, individually, CLAUDEL TRAJAN, individually, MANNY RIERA, individually, JOSIL CERDA, individually, and JORGE CUBERO, individually, for all damages and relief under the FLSA, including, but not limited to:

- a. Payment of earned minimum wage;
- b. Liquidated damages;
- c. Prejudgment interest;
- d. Attorneys' fees and costs and expenses of the litigation;
- e. A finding that the FLSA was violated and an adjudication on the merits of the case; and
- f. Any other relief the Court deems proper.

COUNT II
FAIR LABOR STANDARDS ACT
(COLLECTIVE ACTION – MINIMUM WAGE)

49. Plaintiffs re-allege and adopt, as if fully set forth herein, the allegations stated in Paragraphs one (1) through forty-five (45).

50. The claim for violation of the FLSA is brought pursuant to 29 U.S.C. § 216(b) for all claims asserted by Plaintiffs, and all others similarly-situated, because Plaintiffs' claims are similar to the claims of the members of the prospective class.

51. At all times material, Defendants failed to comply with 29 U.S.C. § 201 *et seq.*, in that individuals similarly-situated to Plaintiffs worked for Defendants and were either unpaid for their services or paid an amount less than the applicable minimum wage.

52. The putative class members are current, former, and future hourly, non-exempt employees of Defendants who worked for MCUSA during the past three (3) years and were not paid the applicable minimum wage.

53. Treatment of this case as a collective action is proper because all putative class members were subject to the same policies and practices related to their compensation as employees of Defendants.

54. The names and addresses of the putative class members are available from Defendants for the purpose of providing notice to prospective class members in a form and manner to be approved by the Court.

55. Defendants' failure to pay such similarly-situated individuals the required minimum wage pursuant to the FLSA was intentional and willful.

56. As a direct and legal consequence of Defendants unlawful acts, individuals similarly-situated to the Plaintiffs have suffered damages and have incurred, or will incur, costs and attorneys' fees in the prosecution of this matter.

WHEREFORE, Plaintiffs, BRUNO NZE, individually, GIOVANNA SUAREZ, individually, COLLEEN GIGANTE, individually, and on behalf of others similarly situated, respectfully request all legal and equitable relief allowed by law including, but not limited to:

- a. Designation of this action as a collective action on behalf of the Plaintiffs and all others similarly-situated;
- b. Judgment against Defendants for payment of earned minimum wage, liquidated damages, and prejudgment interest;
- c. Payment of reasonable attorneys' fees and costs incurred in the prosecution of this claim;
- d. An adjudication on the merits of the case; and
- e. Any other relief the Court deems proper.

COUNT III
FAIR LABOR STANDARDS ACT (UNPAID OVERTIME)

57. Plaintiffs re-allege and adopt, as if fully set forth herein, the allegations stated in Paragraphs one (1) through forty-five (45).

58. Defendants are subject to the requirements of the Fair Labor Standards Act ("FLSA"), as amended, 29 U.S.C. § 216(b).

59. Defendants are an enterprise engaged in commerce as defined by 29 U.S.C. § 203(s)(I)(A) in that it (a) has employees engaged in commerce or has employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce, and (b) has an annual gross volume of sales made or business done that is not less than \$500,000.00.

60. Plaintiffs are covered as individuals under the FLSA because Plaintiffs were engaged in interstate commerce as part of their job with Defendants. 29 U.S.C. §207(a)(1).

61. Throughout their employment with Defendants, Plaintiffs worked in excess of forty (40) hours per week, for which they were not compensated at the overtime rate.

62. The FLSA requires each covered employer such as Defendants to compensate all non-exempt employees, such as Plaintiffs, at a rate of not less than 1 ½ times their regular rate of pay for all work performed in excess of forty (40) hours in a work week.

63. Plaintiffs are entitled to be paid overtime compensation for all overtime hours worked for Defendants.

64. Defendants failure to pay Plaintiffs overtime at a rate not less than 1 ½ times the regular rate of pay for work performed in excess of forty (40) hours in a work week, violates the FLSA, 29 U.S.C. §§201 *et seq.*, including 29 U.S.C. § 207.

65. Defendants knew or had reason to know that Plaintiffs performed work in excess of forty (40) hours per work week.

66. Defendants' violations of the FLSA were knowing, willful, and in reckless disregard of the rights of Plaintiffs.

67. As a direct result of Defendants' violations of the FLSA, Plaintiffs have suffered damages by being denied overtime wages in accordance with § 207 and § 216(b) of the FLSA, and have incurred reasonable attorneys' fees and costs.

WHEREFORE, Plaintiffs, BRUNO NZE, individually, GIOVANNA SUAREZ, individually, COLLEEN GIGANTE, individually, and on behalf of others similarly situated, respectfully request that judgment be entered in their favor against Defendants, MOTIVATIONAL COACHES OF AMERICA, INC., JULIO AVAEL, individually, PAUL RENDULIC, individually, ELISA DE LIMA, individually, CLAUDEL TRAJAN, individually, MANNY RIERA, individually, JOSIL CERDA, individually, and JORGE CUBERO, individually, including, but not limited to:

- a. Overtime compensation;
- b. Liquidated damages;
- c. Prejudgment interest;
- d. Payment of reasonable attorneys' fees and costs and expenses of the litigation pursuant to 29 U.S.C. §216(b);

- e. A finding that the FLSA was violated and an adjudication on the merits of the case; and
- f. Any other relief the Court deems proper.

COUNT IV
FAIR LABOR STANDARDS ACT
(COLLECTIVE ACTION – UNPAID OVERTIME)

68. Plaintiffs re-allege and adopt, as if fully set forth herein, the allegations stated in Paragraphs one (1) through forty-five (45).

69. The claim for violation of the FLSA is brought pursuant to 29 U.S.C. § 216(b) for all claims asserted by Plaintiffs, and all others similarly-situated, because Plaintiffs' claims are similar to the claims of the members of the prospective class.

70. At all times material, Defendants failed to comply with 29 U.S.C. § 201 *et seq.*, in that individuals similarly-situated to Plaintiffs worked for Defendants in excess of the maximum hours allowed by law, but no provision was made by Defendants to compensate such individuals at the rate of time and one-half their regular rate of pay for the overtime hours worked.

71. The putative class members are current, former, and future hourly, non-exempt employees of Defendant who worked in excess of forty hours in at least one work week during the past three (3) years.

72. Treatment of this case as a collective action is proper because all putative class members were subject to the same policies and practices related to their compensation as employees of Defendants.

73. The names and addresses of the putative class members are available from Defendants for the purpose of providing notice to prospective class members in a form and manner to be approved by the Court.

74. Defendants failure to pay such similarly-situated individuals the required overtime pay was intentional and willful.

75. As a direct and legal consequence of Defendants unlawful acts, individuals similarly-situated to Plaintiffs have suffered damages and have incurred, or will incur, costs and attorneys' fees in the prosecution of this matter.

WHEREFORE, Plaintiffs, BRUNO NZE, individually, GIOVANNA SUAREZ, individually, COLLEEN GIGANTE, individually, and on behalf of others similarly situated, respectfully request all legal and equitable relief allowed by law including, but not limited to:

- a. Designation of this action as a collective action on behalf of Plaintiffs and all others similarly-situated;
- b. Judgment against Defendants for overtime compensation, liquidated damages, and prejudgment interest;
- c. Payment of reasonable attorneys' fees and costs incurred in the prosecution of this claim;
- d. An adjudication on the merits of the case; and
- e. Any other relief the Court deems proper.

DEMAND FOR JURY TRIAL

76. Plaintiffs on behalf of themselves and all others similarly situated, demand a trial by jury on all issues so triable.

Dated April 9, 2018.

FLORIN GRAY BOUZAS OWENS, LLC



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Attorneys for Plaintiffs

JS 44 (Rev. 11/15)

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

BRUNO NZE, individually, GIOVANNA SUAREZ, individually,
COLLEEN GIGANTE, individually, and on behalf of others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Wolfgang M. Florin, Esquire and Scott L. Terry, Esquire
Florin Gray Bouzas Owens LLC
16524 Pointe Village Drive, Suite 100 Lutz, Florida 33558
Telephone: 727-254-5255

DEFENDANTS

MOTIVATIONAL COACHES OF AMERICA, INC., JULIO AVAEL, individually, PAUL RENDULIC, individually, ELISA DE LIMA, individually, CLAUDEL TRAJAN, individually, MANNY RIERA, individually, JOSIL CERDA, individually, and JORGE CUBERO, individually

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.

Attorneys (If Known)
Unknown

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)

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	<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	<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))	<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 <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	CIVIL RIGHTS <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	PRISONER PETITIONS 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	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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

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 - Minimum Wage, Collective Action - Minimum Wage, Unpaid Overtime and Collective Action - Unpaid Overtime

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 _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Motivational Coaches of America, Management Paid No Wages, Lawsuit Claims](#)
