

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO:

EMMANUEL ONYIA , and
all others similarly situated under
29 U.S.C. § 216(b),

Plaintiff(s),

v.

F.A.S.T. GLOBAL MARKETING, INC.,
MARKETSTORM GLOBAL, INC.,
GAVIN WALSH, individually.,
and TOFIQ BOLWALA, individually,

Defendants.

_____ /

COMPLAINT

Plaintiff, EMMANUEL ONYIA (“Plaintiff”), pursuant to *29 U.S.C. § 216(b)*, files the following Complaint against Defendants, F.A.S.T. GLOBAL MARKETING, INC. (“FGM”), MARKETSTORM GLOBAL, INC. (“MGI”), GAVIN WALSH (“Walsh”), individually, and TOFIQ BOLWALA (“BOLWALA”), individually (collectively referred to hereinafter as “Defendants”), on behalf of himself, and all others similarly situated, and alleges:

INTRODUCTION

1. Defendants have concocted and participated in a multi-level marketing scheme to financially benefit themselves and unlawfully deprive Plaintiff, and all other employees similarly situated, of federal minimum wage and overtime compensation during the course of their employment. This is an action arising under the Fair Labor Standards Act (“FLSA”) pursuant to *29 U.S.C. §§ 201-216*, to recover all wages owed to Plaintiff, and

those similarly situated to Plaintiff, during the course of their employment with these Defendants.

PARTIES

2. During all times material hereto, Plaintiff was a resident of Broward County, Florida, over the age of 18 years, and otherwise *sui juris*.
3. During all times material hereto, Defendant, FGM, was a Florida corporation located and transacting business within Miami-Dade County, Florida, within the jurisdiction of this Honorable Court. FGM operates its principal location at 141 N.E. 3rd Avenue, Suite 900, in Miami, Florida. On information and belief, FGM incorporated in Florida in 2015.
4. During all times material hereto, Defendant, BOLWALA, was and a resident of the Southern District of Florida, and was President and operator of FGM within Miami-Dade County, Florida.
5. During all times material hereto, Defendant, BOLWALA, was over the age of 18 years, and was vested with ultimate control and decision-making authority over the hiring, firing, and pay practices for Defendant, FGM, during the relevant time period.
6. Defendant, FGM was Plaintiff's joint-employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein.
7. Defendant, BOLWALA, was Plaintiff's joint-employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein.
8. During all times material hereto, Defendant, MGI, was a Florida corporation located and transacting business within Miami-Dade County, Florida, within the jurisdiction of this Honorable Court. MGI operates its principal location at 25 S.E. 2nd Avenue, Suite 810, in Miami, Florida. On information and belief, MGI incorporated in Florida in 2015.

9. During all times material hereto, Defendant, WALSH, was and a resident of the Southern District of Florida and was President and operator of MGI within Miami-Dade County, Florida.
10. During all times material hereto, Defendant, WALSH, was over the age of 18 years, and was vested with ultimate control and decision-making authority over the hiring, firing, and pay practices for Defendant, MGI, during the relevant time period.
11. Defendant, MGI, was Plaintiff's joint-employer, as defined by *29 U.S.C. § 203(d)*, during all times pertinent to the allegations herein.
12. Defendant, WALSH, was Plaintiff's joint-employer, as defined by *29 U.S.C. § 203(d)*, during all times pertinent to the allegations herein.

JURISDICTION AND VENUE

13. All acts and omissions giving rise to this dispute took place within Miami-Dade County, Florida, within the jurisdiction of this Honorable Court.
14. Defendant, FGM, is headquartered and regularly transacts business in Miami-Dade County, Florida, and jurisdiction is therefore proper within the Southern District of Florida pursuant to *29 U.S.C. § 216(b)* and *28 U.S.C. §§ 1331 and 1337*.
15. Defendant, MGI, is headquartered and regularly transacts business in Miami-Dade County, Florida, and jurisdiction is therefore proper within the Southern District of Florida pursuant to *29 U.S.C. § 216(b)* and *28 U.S.C. §§ 1331 and 1337*.
16. Defendants, BOLWALA, and WALSH, both reside in Miami-Dade County, Florida, and jurisdiction is therefore proper within the Southern District of Florida pursuant to *29 U.S.C. § 216(b)* and *28 U.S.C. §§ 1331 and 1337*.

17. Based upon the foregoing allegations, venue is proper within the Southern District of Florida pursuant to *29 U.S.C. § 216(b)* and *28 U.S.C. § 1391(b)*.

GENERAL ALLEGATIONS

18. Defendants, FGM and MGI are mid-level marketing corporations (“MLM”) that provide marketing services to large corporate clients throughout the United States.

19. FGM and MGI regularly work together and have developed a business relationship that entitles the two entities to profit sharing, and to sharing the control and day-to-day decision-making over shared employees.

20. One of FGM and MGI’s largest corporate clients is Xfinity – a specialty brand developed by Comcast Corporation – one of the largest broadcasting and cable television companies in the world.

21. Xfinity offers its customers television, internet, home, mobile, and voice services that provide instant access to technology virtually anywhere in the world.

22. FGM and MGI contract with companies like Xfinity for FGM and MGI to employ dozens of individuals to market Xfinity devices to the general consuming public in locations such as Walmart, and other retail establishments.

Enterprise Coverage

23. Defendant, FGM is covered under the Fair Labor Standards Act (“FLSA”) through enterprise coverage, as FGM was engaged in interstate commerce by virtue of the fact that its business activities involved those to which the FLSA applies. FGM’s business and Plaintiff’s work for FGM affected interstate commerce because the materials and goods that Plaintiff used on a constant and/or continuous basis moved through interstate commerce prior to or subsequent to Plaintiff’s use of the same.

24. During his employment with FGM, Plaintiff, and all other similarly situated employees, handled and worked with various goods and/or materials that have moved through interstate commerce, including, but not limited to: cellular telephones, electronic tablets, computers, paper, pens, tables, and other electronic equipment.
25. Defendant, FGM also regularly employed two (2) or more employees for the relevant time period, who handled goods or materials similar to those goods and materials handled by Plaintiff, or used the instrumentalities of interstate commerce, including, but not limited to cellular phone devices that engaged in interstate telephone calls, and electronic computer communications, including e-mails, thus making Defendant, FGM's business an enterprise covered by the FLSA.
26. Upon information and belief, FGM, grossed or did business in excess of \$500,000.00 during the years of 2015, 2016, 2017, and 2018.
27. Defendant, MGI is covered under the FLSA through enterprise coverage, as MGI was engaged in interstate commerce by virtue of the fact that its business activities involved those to which the FLSA applies. MGI's business and Plaintiff's work for MGI affected interstate commerce because the materials and goods that Plaintiff used on a constant and/or continuous basis moved through interstate commerce prior to or subsequent to Plaintiff's use of the same.
28. During his employment with MGI, Plaintiff, and all other similarly situated employees, handled and worked with various goods and/or materials that have moved through interstate commerce, including, but not limited to: cellular telephones, electronic tablets, computers, paper, pens, tables, and other electronic equipment.

29. Defendant, MGI also regularly employed two (2) or more employees for the relevant time period, who handled goods or materials similar to those goods and materials handled by Plaintiff, or used the instrumentalities of interstate commerce, including, but not limited to cellular phone devices that engaged in interstate telephone calls, and electronic computer communications, including e-mails, thus making Defendant, MGI's business an enterprise covered by the FLSA.

30. Upon information and belief, MGI, grossed or did business in excess of \$500,000.00 during the years of 2015, 2016, 2017, and 2018.

31. Defendants, WALSH and BOLWALA, were vested with the authority to hire, and in fact, did hire Plaintiff to work for FGM and MGI respectively.

32. FGM and MGI (through BOLWALA and WALSH, respectively) maintained and controlled the work schedules, work attire, pay rate, pay policy, duties, responsibilities, and other employment practices over Plaintiff and other similarly situated employees.

33. FGM and MGI constitute a single enterprise under the FLSA, as they performed related activities through unified operation and common control for a common business purpose, namely, to provide multi-level marketing to retailers, and engaged along with their employees in interstate commerce, and collectively gross in excess of \$500,000.00 or more, during the year time periods alleged herein.

Individual Coverage

34. During all times pertinent to his employment with MGI and FGM, Plaintiff, and all others similarly situated, regularly and recurrently engaged in using the instrumentalities of commerce, including cellular mobile phones, and other electronic devices, to send and

receive invoices across state lines, and to send and receive payment for the sale of devices he was marketing for the Defendants.

35. Moreover, Plaintiff's work for the Defendants was so closely related to the instrumentalities of commerce, inasmuch as Plaintiff was directly working with cellular telephones capable of sending and receiving interstate communications, and other forms and mediums of interstate communication and commerce, such that the FLSA applies to Plaintiff pursuant to individual coverage.

Plaintiff's Employment

36. Defendants, FGM and MGI use social media websites, such as www.linkedin.com, to advertise their job postings and employment opportunities to individuals throughout South Florida.

37. On January 17, 2018, Plaintiff saw a job posting for FGM and MGI on www.linkedin.com.

38. Plaintiff submitted his resume and application to work for FGM and MGI, and shortly thereafter had an in-person interview with a manager named Marlon Bellmas.

39. Following his interview with Mr. Bellmas, Plaintiff was offered a job with FGM and MGI and began his first day of work on January 23, 2018.

40. During all material times hereto, Plaintiff, was a non-exempt employee of Defendants, FGM and MGI, within the meaning of the FLSA.

41. Plaintiff continued his employment with FGM and MGI for the next four (4) weeks, and reported directly to BOLWALA (for FGM) and WALSH (for MGI).

42. During all pertinent times to his employment, FGM, MGI, BOLWALA, and WALSH, controlled the day-to-day duties, responsibilities, and assignments of Plaintiff, and all other

similarly situated individuals, and therefore the Plaintiff's joint employers, as that term is defined under the FLSA.

43. Defendants, WALSH and BOLWALA directly communicated with Plaintiff and similarly situated individuals, and specifically assigned Plaintiff, and all other similarly situated individuals, to certain locations throughout South Florida, including various Walmart stores, and other retail establishment locations in South Florida.

44. During this time period, Defendant, WALSH, was President of MGI, and controlled Plaintiff's work schedule, the company's payroll practices, and was vested with ultimate hiring and firing decisions for Defendant, MGI.

45. During this time period, Defendant, BOLWALA, was President of FGM, and controlled Plaintiff's work schedule, the company's payroll practices, and was vested with ultimate hiring and firing decisions for Defendant, FMG.

46. Defendants, MGI, and FGM, developed and implemented an employee handbook entitled "Cycle of Development: Simplifying Your First Four Weeks," which states as follows:

OFFICE POLICIES:

NO EATING OR DRINKING AROUND THE OFFICE.

MOBILE PHONES SHOULD BE SILENCED.

DON'T TAKE FORM THE ADMINISTRATION DESK WITHOUT APPROVAL.

NO LEANING ON WALLS AND SURFACES.

DO NOT GO AROUND ASKING EVERYBODIES SALES FIGURES, PLEASE WAIT FOR
THE BULLETINS AND ANNOUNCEMENTS.

STRICLTLY PROFESSIONAL DRESS CODE – NO JEANS, NO TRAINERS.

47. The employee handbook¹ further states as follows:

Time Keeping: If you're not early, you're late. Learn to manage your time efficiently in order to get the most out of each day and progress quickly.

48. Plaintiff was always supervised at the retail establishments to which he was assigned, during all times pertinent to his employment, and was required to report back to Defendants, WALSH and BOLWALA and was regularly required to attend dinner meetings where he would provide a sales report and receive further instruction.

49. Defendants, WALSH and BOLWALA set and approved the pay rate for Plaintiff, and all other similarly situated individuals during their employment with Defendants.

50. On information and belief, Plaintiff, and all others similarly situated, were advised by Defendants that they would be compensated solely on a commission basis, regardless of the number of hours they worked in any given workweek.

51. More specifically, Plaintiff, and all other similarly situated individuals, were advised that they would be paid commission as follows: \$40.00 for each Xfinity internet subscription sold; \$40 for each Xfinity cable subscription sold; \$60 for each Xfinity security subscription sold; and \$20 for each Xfinity phone subscription sold.

52. For four (4) weeks, Plaintiff worked on Tuesdays, Wednesdays, Thursdays, Fridays, Saturdays, and Sundays, for an average of 15.5 hours per day. Plaintiff's work shift would begin at 7:30 a.m. each day and would finish at 11:00 p.m. each day.

53. In total, Plaintiff worked an average of ninety-three (93) hours during each of these four (4) weeks.

¹ Defendants' implementation of an employee handbook sufficiently demonstrates multiple ways in which the employer-employee relationship between Plaintiff and these Defendants was established.

54. Plaintiff, and all others similarly situated, were **never** compensated at the federal minimum wage rate of \$7.25 per hour.
55. Plaintiff, and all others similarly situated, were **never** compensated for any hours they worked in excess of forty (40) per week at the statutorily mandated rate of 1.5 times their regular hourly rate.
56. Plaintiff, specifically, was **never** compensated **at all** for any of the work he performed during the four (4) weeks of his employment.
57. After hiring Plaintiff as a non-exempt employee, Defendants, WALSH, BOLWALA, FMG, and MGI, regularly supervised Plaintiff, and similarly situated employees, while they were performing marketing services for Defendants.
58. Throughout the course of Plaintiff's employment, all Defendants collectively maintained control over the way in which Plaintiff offered his services and performed his job duties and provided instruction to Plaintiff.
59. During this time period, Plaintiff (i) did not have supervisory authority over any individuals; (ii) did not make any decisions of importance on behalf of MGI or FMG; and (iii) was not required to possess any advanced training, skill, or prolonged education in order to perform any of her primary duties and responsibilities.
60. Defendant, WALSH, was the owner and President of Defendant, MGI, during all times pertinent to this lawsuit, and had final decision-making authority for Defendant, MGI, on issues of employment, termination, and payroll practices.
61. Defendant, BOLWALA, was the owner and President of Defendant, FGM, during all times pertinent to this lawsuit, and had final decision-making authority for Defendant, FGM, on issues of employment, termination, and payroll practices.

62. Defendant, FGM, through the actions of Defendant, BOLWALA, knew that Plaintiff was working in excess of forty (40) hours per week, scheduled Plaintiff to work well over forty (40) hours per week, refused to pay Plaintiff the proper federal minimum wage and overtime rate of one-and-a-half times the regular hourly rate, incorrectly misled Plaintiff about overtime requirements, and approved the unlawful treatment of Plaintiff during all material times of Plaintiff's employment.

63. Defendant, MGI, through the actions of Defendant, WALSH, knew that Plaintiff was working in excess of forty (40) hours per week, scheduled Plaintiff to work well over forty (40) hours per week, refused to pay Plaintiff the proper federal minimum wage and overtime rate of one-and-a-half times the regular hourly rate, incorrectly misled Plaintiff about overtime requirements, and approved the unlawful treatment of Plaintiff during all material times of Plaintiff's employment.

64. Defendants, FGM, MGI, BOLWALA, and WALSH, were either recklessly indifferent as to the overtime requirements under federal law, or, in the alternative, *intentionally misled* Plaintiff so that the Defendants could avoid having to pay Plaintiff his lawful (and hard-earned) wages.

65. As a direct result of Defendants' intentional and/or willful violation of the FLSA, Plaintiff has suffered damages and has had to retain the services of the undersigned counsel to exercise his rights and is therefore entitled to recover his reasonable attorney's fees and costs incurred.

66. Prior to the filing of this litigation, Plaintiff approached Defendants and demanded to be compensated for the work he performed and was merely provided a check for \$500.00.²

67. Defendants refused to provide Plaintiff any further compensation.³

COUNT I – FEDERAL MINIMUM WAGE VIOLATIONS – 29 U.S.C. § 203
(Against All Defendants)

68. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 67, as though set forth fully herein.

69. During all times pertinent to Plaintiff's employment, Defendants, FGM, MGI, BOLWALA, and WALSH, treated Plaintiff as a non-exempt, hourly employee under the FLSA, and were on notice of the hours actually worked by Plaintiff.

70. During the four (4) weeks of his employment with the Defendants, Plaintiff was **never** paid any compensation whatsoever for the first forty (40) hours he worked each week, notwithstanding that Plaintiff made multiple sales of Xfinity products to consumers.

71. During the four (4) weeks of his employment with the Defendants, Plaintiff worked an average of at least ninety-three (93) hours per week and is therefore entitled to recover federal minimum wage at the rate of \$7.25 for each of the first forty (40) hours he worked in each of these weeks.

72. Accordingly, Plaintiff is entitled to damages in the amount of \$290.00 for each of the four (4) weeks, or, a total of **\$1,160.00** in unpaid federal minimum wage.

² Plaintiff, of course, recognizes that in light of this \$500.00 payment, these Defendants will be entitled to a set-off against damages in this case in the amount of \$500.00.

³ Based upon the three hundred seventy-two (372) hours worked by Plaintiff during this time period, the \$500.00 payment provided by Defendants is the equivalent of \$1.34 an hour. On February 28, 2018, Defendant, BOLWALA, sent a text message to Plaintiff in which BOLWALA said the Plaintiff should have only received \$300.00 (or \$0.81 an hour), but that BOLWALA gave Plaintiff the \$500.00 to "help out."

73. However, Defendants, FGM, MGI, WALSH, and BOLWALA, were specifically aware of the number of hours Plaintiff was working, and Defendants' failure, through today's date, to pay amounts owed pursuant to the Fair Labor Standards Act, is willful and intentional. Defendants, FGM, MGI, WALSH, and BOLWALA knew (or should have known) of the minimum wage requirements of the FLSA and either intentionally avoided or recklessly failed to investigate proper payroll practices as they relate to the law.

74. Accordingly, Plaintiff is entitled to, and specifically requests, liquidated damages in an amount equal to double the unpaid minimum wages that are due and owing, in a total amount equaling \$2,320.00.

75. The amount set forth above is to Plaintiff's best current information, knowledge and belief, and constitutes an estimate of amounts owed based upon documentation in Plaintiff's possession and his own personal recollection.

76. Plaintiff is further entitled to all reasonable attorney's fees and litigation costs from the Defendants, jointly and severally, pursuant to the FLSA as cited above, with all amounts set forth hereinabove to be proven at trial, in a trial by jury, and for entry of judgment for such other amounts as this Court deems just and equitable.

WHEREFORE, Plaintiff, EMMANUEL ONYIA, respectfully requests that this Honorable Court enter judgment in her favor and against Defendants, F.A.S.T. GLOBAL MARKETING, INC., MARKETSTORM GLOBAL, INC., GAVIN WALSH, and TOFIQ BOLWALA, and award Plaintiff: (a) double unpaid overtime wages as provided by the Fair Labor Standards Act to be paid by the Defendants, jointly and severally; (b) all reasonable attorney's fees and litigation costs as permitted under the FLSA; and any and all such further relief as this Court may deem just and equitable under the circumstances.

COUNT II - FEDERAL OVERTIME WAGE VIOLATIONS – 29 U.S.C. § 207
(Against All Defendants)

77. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 67, as though set forth fully herein.
78. Pursuant to 29 U.S.C. § 207(a), “if an employer employs an employee for more than 40 hours in any work week, the employer must compensate the employee for hours in excess of 40 at the rate of at least one and one-half times the employee’s regular rate...”
79. During all times pertinent to her employment, Defendants, FGM, MGI, WALSH, and BOLWALA, treated Plaintiff as a non-exempt, hourly employee under the FLSA, and were on notice of the hours actually worked by Plaintiff.
80. During the **four (4) weeks** of his employment with Defendants, FGM and MGI, Plaintiff worked an average of *at least* **ninety-three (93) hours per week**, but was **never** compensated overtime at time-and-a-half his regular hourly rate for any hours he worked in excess of forty (40) each week.
81. During the relevant time period, Plaintiff was not paid anything whatsoever for the ninety-three (93) hours he worked each week for Defendants.
82. Accordingly, Plaintiff is entitled to recover time-and-a-half of federal minimum wage for every hour he worked over forty (40) per week, at a rate of \$10.88 per hour.⁴
83. During all times pertinent hereto, Plaintiff worked an average of at least ninety-three (93) hours per week and is therefore entitled to recover overtime for at least fifty-three (53) hours over the span of four (4) weeks of employment.

⁴ Federal overtime law requires employees to be compensated at rate of 1.5 times the regular hourly rate. Here, Plaintiff is entitled to \$10.88 for every single hour of overtime he worked.

84. Accordingly, Plaintiff is entitled to recover overtime in the amount of \$576.38 for each week of his employment, or a total of **\$2,305.50**.

85. However, Defendants, FGM, MGI, WALSH, and BOLWALA, were specifically aware of the number of hours Plaintiff was working, and Defendants' failure, through today's date, to pay amounts owed pursuant to the Fair Labor Standards Act, is willful and intentional. Defendants, FGM, MGI, WALSH, and BOLWALA knew (or should have known) of the overtime requirements of the FLSA and either intentionally avoided or recklessly failed to investigate proper payroll practices as they relate to the law.

86. Accordingly, Plaintiff is entitled to, and specifically requests, liquidated damages in an amount equal to double the unpaid minimum wages that are due and owing, in a total amount equaling **\$4,611.00**.

87. The amount set forth above is to Plaintiff's best current information, knowledge and belief, and constitutes an estimate of amounts owed based upon documentation in Plaintiff's possession and his own personal recollection.

88. Plaintiff is further entitled to all reasonable attorney's fees and litigation costs from the Defendants, jointly and severally, pursuant to the FLSA as cited above, with all amounts set forth hereinabove to be proven at trial, in a trial by jury, and for entry of judgment for such other amounts as this Court deems just and equitable.

WHEREFORE, Plaintiff, EMMANUEL ONYIA, respectfully requests that this Honorable Court enter judgment in her favor and against Defendants, F.A.S.T. GLOBAL MARKETING, INC., MARKETSTORM GLOBAL, INC., GAVIN WALSH, and TOFIQ BOLWALA, and award Plaintiff: (a) double unpaid overtime wages as provided by the Fair Labor Standards Act to be paid by the Defendants, jointly and severally; (b) all reasonable attorney's fees and litigation costs as

permitted under the FLSA; and any and all such further relief as this Court may deem just and equitable under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff, EMMANUEL ONYIA, hereby requests and demands a trial by jury on all appropriate claims.

Dated this 18th day of March, 2018.

Respectfully Submitted,

Jordan Richards, PLLC
401 East Las Olas Blvd.
Suite 1400
Fort Lauderdale, Florida 33301
Ph: (954) 871-0050
Counsel for Plaintiff, Emmanuel Onyia

By: /s/ Jordan Richards
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Jordan@flsafir.com
livia@jordanrichardspllc.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document was filed via CM/ECF on this 18th of March, 2018.

By: /s/ Jordan Richards, Esquire
JORDAN RICHARDS, ESQUIRE
Florida Bar No. 108372

SERVICE LIST:

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
Emmanuel Onyia, and all others similarly situated under 29 U.S.C. 216(b)
(b) County of Residence of First Listed Plaintiff Broward
(c) Attorneys (Firm Name, Address, and Telephone Number)
Jordan Richards, Esquire
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, Florida 33301

DEFENDANTS
F.A.S.T. Global Marketing, Inc., Marketstorm Global, Inc., Gavin Walsh, individually, and Tofiq Bolwala, individually,
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT
REAL PROPERTY
PERSONAL INJURY
CIVIL RIGHTS
TORTS
PRISONER PETITIONS
FORFEITURE/PENALTY
LABOR
IMMIGRATION
BANKRUPTCY
SOCIAL SECURITY
FEDERAL TAX SUITS
OTHER STATUTES

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. 216
Brief description of cause:
Unpaid Minimum Wage and Overtime Claims arising under the Fair Labor Standards Act

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ 7,000.00 +
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE
DOCKET NUMBER

DATE 03/19/2018
SIGNATURE OF ATTORNEY OF RECORD /s/ Jordan Richards, Esquire

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

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

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

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

EMMANUEL ONYIA, and all others similarly situated
under 29 U.S.C. 216(b),

Plaintiff(s)

v.

F.A.S.T. GLOBAL MARKETING, INC.,
MARKETSTORM GLOBAL, INC., GAVIN WALSH,
individually, and TOFIQ BOLWALA, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) F.A.S.T. GLOBAL MARKETING, INC.
Attn: Tofiq Bolwala
141 N.E. 3rd Ave.
Suite 900
Miami, Florida 33132

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:

Jordan Richards, Esq.
Jordan Richards, PLLC
401 East Broward Blvd.
Suite 1400
Fort Lauderdale, Florida 33301

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 (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

EMMANUEL ONYIA, and all others similarly situated
under 29 U.S.C. 216(b),

Plaintiff(s)

v.

F.A.S.T. GLOBAL MARKETING, INC.,
MARKETSTORM GLOBAL, INC., GAVIN WALSH,
individually, and TOFIQ BOLWALA, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

MARKETSTORM GLOBAL, INC.
Attn: Gavin Walsh
25 S.E. 2nd Ave.
Suite 810
Miami, Florida 33131

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:

Jordan Richards, Esq.
Jordan Richards, PLLC
401 East Broward Blvd.
Suite 1400
Fort Lauderdale, Florida 33301

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 (Page 2)

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I served the summons on *(name of individual)* _____, who is
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AO 440 (Rev. 06/12) Summons in a Civil Action

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Plaintiff(s)

v.

F.A.S.T. GLOBAL MARKETING, INC.,
MARKETSTORM GLOBAL, INC., GAVIN WALSH,
individually, and TOFIQ BOLWALA, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

GAVIN WALSH
25 S.E. 2nd Ave.
Suite 810
Miami, Florida 33131

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:

Jordan Richards, Esq.
Jordan Richards, PLLC
401 East Broward Blvd.
Suite 1400
Fort Lauderdale, Florida 33301

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 (Page 2)

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Server's address

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Defendant(s)

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Tofiq Bolwala
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Suite 900
Miami, Florida 33132

A lawsuit has been filed against you.

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Jordan Richards, Esq.
Jordan Richards, PLLC
401 East Broward Blvd.
Suite 1400
Fort Lauderdale, Florida 33301

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Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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Date: _____

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Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Marketing Companies Paid Xfinity Sales Rep. No Wages](#)
