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U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

CASE NO.:

6:18-cv-801-ORC-40-DCI

LUIS A. RAMIREZ JR.,
and other similarly-situated individuals,

Plaintiff,

v.

DECORATIVE CONCRETE
COMPLETE, INC.
and JOHN TESTER, individually

Defendants,

_____ /

COMPLAINT

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

COMES NOW the Plaintiff LUIS A. RAMIREZ JR. and other similarly-situated individuals, by and through the undersigned counsel, and hereby sues Defendants DECORATIVE CONCRETE COMPLETE, INC., and JOHN TESTER, individually and alleges:

JURISDICTION VENUES AND PARTIES

1. This is an action to recover money damages for unpaid overtime wages, and retaliation under the laws of the United States. This Court has jurisdiction pursuant to Title 28 U.S.C. § 1337 and the Fair Labor Standards Act, 29 U.S.C. § 201-219 (Section 216 for jurisdictional placement) (“the Act”).
2. Plaintiff LUIS A. RAMIREZ JR. is a resident of Deltona, Volusia County, Florida. Plaintiff was a covered employee for purposes of the Act.

3. Defendant DECORATIVE CONCRETE COMPLETE, INC. (hereinafter DECORATIVE CONCRETE, or Defendant) is a Florida corporation doing business in Orlando, Orange County, within the jurisdiction of this Court. At all times material, hereto, Defendant was and is engaged in interstate commerce.
4. The individual Defendant JOHN TESTER was and is now, owner/partner/general manager of DECORATIVE CONCRETE. This individual Defendant was 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 Orange County Florida, within the jurisdiction of this Court.

ALLEGATIONS COMMON TO ALL COUNTS

6. This cause of action is brought by Plaintiff as a collective action to recover from Defendants retaliatory damages, overtime compensation, liquidated damages, and the costs and reasonably attorney's fees under the provisions of Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq* (the "FLA or the "ACT") on behalf of Plaintiff, and all other current and former employees similarly situated to Plaintiff ("the asserted class") who worked in excess of forty (40) hours during one or more weeks on or after January 2018, (the "material time") without being compensated overtime wages pursuant to the FLSA.
7. Corporate Defendant DECORATIVE CONCRETE is a construction company providing commercial and residential stamped and decorative concrete services.

8. Defendants DECORATIVE CONCRETE and JOHN TESTER employed Plaintiff LUIS A. RAMIREZ JR. as concrete finisher from approximately January 26, 2018, through April 24, 2018, or 13 weeks.
9. Plaintiff was a non-exempt, full-time hourly employee working more than 40 hours in a week period. Plaintiff was paid a wage rate of \$20.00 an hour.
10. While employed with Defendants Plaintiff worked regularly 5 days per week from Monday to Friday, and from 6:00 AM to 7:00 PM, which represents 13 hours daily or 62.5 hours weekly. Plaintiff has already deducted 2.5 hours corresponding to 30 minutes of lunch break daily (0.5.hrs. x 5 days= 2.5 hours weekly).
11. Plaintiff worked under closed supervision of owner/manager JOHN TESTER.
12. In addition, during the relevant period of employment, Plaintiff worked 3 Saturdays an average of 10 hours each day, that were not paid to him, and constitute more overtime hours.
13. Plaintiff worked a minimum of 62.5 hours weekly regularly. However, Defendants paid Plaintiff for just 40 regular hours. Defendants did not pay Plaintiff any amount for overtime hours.
14. Therefore, Defendants failed to pay Plaintiff at the rate of time and a half his regular rate for every hour in excess of forty, in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
15. Plaintiff did not clock in and out, and he was paid strictly in cash, without any record of days and hours worked, wage rate paid, employment taxes withheld etc.
16. Plaintiff was not in agreement with the lack of payment for overtime hours, and complained to JOHN TESTER several times during the month of March 2018.

JOHN TESTER always told Plaintiff that he would fix the problem the following week.

17. On or about April 24, Plaintiff complained to JOHN TESTER and demanded to be paid overtime, for the last time. JOHN TESTER got very upset, he argued with Plaintiff and fired him on the spot. JOHN TESTER assaulted and committed battery on Plaintiff. Plaintiff had to flee the place in fear for his personal safety.
18. Furthermore, Defendants did not pay Plaintiff his regular wages corresponding to 3 days of work, a total of 30 hours, or the amount of \$600.00.
19. Plaintiff was fired in retaliation for his complains about unpaid overtime hours, and also due to discriminatory reasons. Plaintiff is in the process of filing his Charge of Discrimination with the Equal Employment Opportunity Board (EEOC).
20. Plaintiff LUIS A. RAMIREZ JR. seeks to recover regular and overtime wages that were never paid to him at the mandatory rate of time and a half his regular rate, liquidated damages, retaliatory damages and any other relief as allowable by law.
21. The additional persons who may become Plaintiffs in this action are 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 wages at the rate of time and one half of their regular rate of pay for any hour worked in excess of forty.

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

22. Plaintiff LUIS A. RAMIREZ JR. re-adopt each and every factual allegation as stated in paragraphs 1-21 above as if set out in full herein.

23. This action is brought by Plaintiff and those similarly-situated to recover from the Employer 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. Defendant DECORATIVE CONCRETE 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 construction company providing commercial and residential stamped and decorative concrete services. Defendant employed more than two employees engaged in interstate commerce. Through its business activity, Defendant affects interstate commerce. At all times, pertinent to this Complaint, the Employer/Defendant operates as an organization which sells and/or markets its services and/or goods to customers from throughout the United States. The 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 their business, transmits funds outside the State of Florida, and otherwise regularly engages in interstate commerce. 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 FLSA enterprise coverage.

25. Plaintiff was employed by an enterprise engage in interstate commerce. Plaintiff worked as a concrete finisher, and through his daily activities he regularly, handled, or otherwise worked on goods and/or materials that have been moved in or produce for commerce. Therefore, there is FLSA individual coverage.
26. Defendants DECORATIVE CONCRETE and JOHN TESTER employed Plaintiff LUIS A. RAMIREZ JR. as concrete finisher from approximately January 26, 2018, through April 24, 2018, or 13 weeks.
27. Plaintiff was a non-exempt, full-time hourly employee working more than 40 hours in a week period. Plaintiff was paid a wage rate of \$20.00 an hour.
28. While employed with Defendants Plaintiff worked regularly 5 days per week from Monday to Friday, and from 6:00 AM to 7:00 PM, which represents 13 hours daily or 62.5 hours weekly. Plaintiff has already deducted 2.5 hours corresponding to 30 minutes of lunch break daily (0.5.hrs. x 5 days= 2.5 hours weekly).
29. Plaintiff worked under closed supervision of owner/manager JOHN TESTER.
30. In addition, during the relevant period of employment, Plaintiff worked 3 Saturdays an average of 10 hours each day, that were not paid to him, and constitute more overtime hours.
31. Plaintiff worked a minimum of 62.5 hours weekly regularly. However, Defendants paid Plaintiff for just 40 regular hours. Defendants did not pay Plaintiff any amount for overtime hours.
32. Therefore, Defendants failed to pay Plaintiff at the rate of time and a half his regular rate for every hour in excess of forty, in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).

33. Plaintiff did not clock in and out, and he was paid strictly in cash, without any record of days and hours worked, wage rate paid, employment taxes withheld etc.
34. Defendants kept track of hours worked by Plaintiff, because he worked under direct supervision of owner JOHN TESTER. Consequently, Defendants willfully failed to pay Plaintiff overtime hours at the rate of time and a half his regular rate.
35. The records, if any, concerning the number of hours actually worked by Plaintiff and all other employees, and the compensation actually 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 Plaintiff and other employees in the asserted class.
36. Defendant violated the record keeping requirements of FLSA, 29 CFR Part 516.
37. Upon information and belief, Defendant 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. Defendant violated the Posting requirements of 29 U.S.C. § 516.4.
38. 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:

*Please note that these amounts are based on a preliminary calculation and that these figures could be subject to modification as discovery could dictate.

a. Total amount of alleged unpaid wages:

Nine Thousand Six Hundred Seventy-five Dollars and 00/100 (\$9,675.00)

b. Calculation of such wages:

i. Overtime for 13 weeks of employment

Total number of relevant weeks: 13 weeks
Total number of hours worked: 62.5 hours weekly
Total number of overtime hours: 22.5 hours
Total number of unpaid hours: 22.5
Regular wage rate: \$20.00 an hour x 1.5= \$30.00 O/T rate

O/T \$30.00 x 22.5 O/T hours=\$675.00 x 13 weeks=\$8,775.00

ii. Overtime for 3 Saturdays, 10 hours each day = 30 O/T hours

Total number of hours worked: 30 hours
Total number of overtime hours: 30 hours
Total number of unpaid hours: 30 hours
Regular wage rate: \$20.00 an hour x 1.5= \$30.00 O/T rate

O/T \$30.00 x 30 O/T hours=\$900.00

Total i and ii: \$9,675.00

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

This amount represents the unpaid overtime.

39. At all times material, hereto, the Employer/Defendant DECORATIVE CONCRETE failed to comply with Title 29 U.S.C. §§ 201-219 and 29 C.F.R. § 516.2 and § 516.4 et seq. in that Plaintiff 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 Defendant 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.

40. Defendant DECORATIVE CONCRETE 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 Plaintiff and those similarly-situated these overtime wages since the commencement of Plaintiff and those

similarly-situated employee's employment with Defendant as set forth above, and Plaintiff and those similarly-situated are entitled to recover double damages.

41. At the times mentioned, individual Defendant JOHN TESTER was and is now, the owner and general manager of DECORATIVE CONCRETE. Defendant was 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)], in that this individual Defendant acted directly in the interests of DECORATIVE CONCRETE in relation to the employees of DECORATIVE CONCRETE, including Plaintiff and others similarly situated. Defendant JOHN TESTER had financial and operational control of the business, determined working conditions of Plaintiff, and is jointly liable for Plaintiff's damages.

42. Defendants DECORATIVE CONCRETE and JOHN TESTER willfully and intentionally refused to pay Plaintiff overtime wages as required by the law of the United States as set forth above, and remain owing Plaintiff these overtime wages, as set forth above.

43. Plaintiff has retained the law offices of the undersigned attorney to represent him in this action and is obligated to pay a reasonable attorneys' fee.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff LUIS A. RAMIREZ JR. and those similarly-situated respectfully requests that this Honorable Court:

- A. Enter judgment for Plaintiff and other similarly-situated and against the Defendants DECORATIVE CONCRETE and JOHN TESTER, on the basis of Defendants' willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201

et seq.; and

- B. Award Plaintiff LUIS A. RAMIREZ JR. actual damages in the amount shown to be due for unpaid wages and overtime compensation for hours worked in excess of forty weekly, with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff 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

Plaintiff LUIS A. RAMIREZ JR. 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)
RETALIATORY DISCHARGE; AGAINST ALL DEFENDANTS**

- 44. Plaintiff LUIS A. RAMIREZ JR. re-adopts each and every factual allegation as stated in paragraphs 1-21 of this complaint as if set out in full herein.
- 45. This Court has jurisdiction pursuant to The Fair Labor Standards Act, 29 U.S.C. §§ 201-219 (section #216 for jurisdictional placement) as well as the Florida Constitution that vests this action within a court of competent jurisdiction.
- 46. Defendant DECORATIVE CONCRETE 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 construction company providing commercial and residential stamped and decorative concrete services. Defendant employed more than two employees engaged in interstate commerce. Through its business activity,

Defendant affects interstate commerce. At all times, pertinent to this Complaint, the Employer/Defendant operates as an organization which sells and/or markets its services and/or goods to customers from throughout the United States. The 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 their business, transmits funds outside the State of Florida, and otherwise regularly engages in interstate commerce. 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 FLSA enterprise coverage.

47. Plaintiff was employed by an enterprise engage in interstate commerce. Plaintiff worked as a concrete finisher, and through his daily activities he regularly, handled, or otherwise worked on goods and/or materials that have been moved in or produce for commerce. Therefore, there is FLSA individual coverage.

48. By reason of the foregoing, Defendant's business activities involve those to which the Fair Labor Standards Act applies.

49. 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...."

50. 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,.....”

51. Defendants DECORATIVE CONCRETE and JOHN TESTER employed Plaintiff LUIS A. RAMIREZ JR. as concrete finisher from approximately January 26, 2018, through April 24, 2018, or 13 weeks.
52. Plaintiff was a non-exempt, full-time hourly employee working more than 40 hours in a week period. Plaintiff was paid a wage rate of \$20.00 an hour.
53. While employed with Defendants Plaintiff worked regularly 5 days per week from Monday to Friday, and from 6:00 AM to 7:00 PM, which represents 13 hours daily or 62.5 hours weekly. Plaintiff has already deducted 2.5 hours corresponding to 30 minutes of lunch break daily (0.5.hrs. x 5 days= 2.5 hours weekly).
54. In addition, during the relevant period of employment, Plaintiff worked 3 Saturdays an average of 10 hours each day, that were not paid to him, and constitute more overtime hours.
55. Plaintiff worked a minimum of 62.5 hours weekly regularly. However, Defendants paid Plaintiff for just 40 regular hours. Defendants did not pay Plaintiff any amount for overtime hours.
56. Furthermore, Defendants did not pay Plaintiff his regular wages corresponding to 3 days of work, a total of 30 hours, or the amount of \$600.00.
57. Therefore, Defendants failed to pay Plaintiff at the rate of time and a half his regular rate for every hour in excess of forty, in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).

58. Plaintiff did not clock in and out, and he was paid strictly in cash, without any record of days and hours worked, wage rate paid, employment taxes withheld etc.
59. Plaintiff was not in agreement with the lack of payment for overtime hours, and complained to JOHN TESTER several times during the month of March 2018. JOHN TESTER always told Plaintiff that he would fix the problem the following week.
60. These complaints constituted protected activity under the Fair Labor Standards Act.
61. On or about April 24, Plaintiff complained to JOHN TESTER and demanded to be paid overtime for the last time. JOHN TESTER got very upset, he argued with Plaintiff and fired him on the spot. JOHN TESTER assaulted and committed battery on Plaintiff. Plaintiff had to flee the place in fear for his personal safety.
62. This complaint constituted protected activity under the Fair Labor Standards Act.
63. At all time during his employment with Defendants, Plaintiff performed his duties satisfactorily. There was no reason other than a retaliatory action to terminate Plaintiff's employment with Defendants.
64. There is close-proximity between Plaintiff's last protected activity and his termination.
65. Furthermore, Defendants did not pay Plaintiff regular wages corresponding to his last 3 days of work, a total of 30 hours, or the amount of \$600.00.
66. At the times mentioned, individual Defendant JOHN TESTER was and is now, the owner and general manager of DECORATIVE CONCRETE. Defendant was 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)], in that this individual

Defendant acted directly in the interests of DECORATIVE CONCRETE in relation to the employees of DECORATIVE CONCRETE, including Plaintiff and others similarly situated. Defendant JOHN TESTER had financial and operational control of the business, determined working conditions of Plaintiff, and is jointly liable for Plaintiff's damages.

67. The Defendants' termination of the Plaintiff was in direct violation of 29 U.S.C. 215 (a) (3) and, as a direct result, Plaintiff has been damaged.
68. Plaintiff LUIS A. RAMIREZ JR. seeks to recover half-time overtime wages for every hour in excess of 40 that he worked, liquidated damages, retaliatory damages, and any other relief as allowable by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff LUIS A. RAMIREZ JR. respectfully requests that this Honorable Court:

- A. Issue a declaratory judgment that Defendants' acts, policies, practices and procedures complained of herein violated provisions of the Fair Labor Standards Act;
- B. Enter judgment against Defendants DECORATIVE CONCRETE, and JOHN TESTER that Plaintiff recovers compensatory, damages and an equal amount of liquidated damages as provided under the law and in 29 U.S.C. § 216(b);
- C. That Plaintiff recovers an award of reasonable attorney fees, costs, and expenses.
- D. Order the Defendants DECORATIVE CONCRETE, and JOHN TESTER to make whole the Plaintiff by providing appropriate back pay and other benefits wrongly denied in an amount to be shown at trial and other affirmative relief;

E. Plaintiff LUIS A. RAMIREZ JR. further prays for such additional relief as the interests of justice may require.

JURY DEMAND

Plaintiff LUIS A. RAMIREZ JR. demands trial by jury of all issues triable as of right by jury

Dated: May 21, 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 Plaintiff

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

LUIS A. RAMIREZ JR.

(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

DECORATIVE CONCRETE COMPLETE, INC., and JOHN TESTER

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)

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	COURTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <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)) 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 <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	PRISON REPUTATIONS 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	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

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.
Brief description of cause:
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: 05/21/2018 SIGNATURE OF ATTORNEY OF RECORD: Zandro E. Palma, Esq

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: [Lawsuit Citing Alleged Labor Law Violations Filed Against Decorative Concrete Complete](#)
