UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.

DINA REYES,
and all other similarly situated,

Plaintiffs,

v.

ANAGO CLEANING SYSTEMS, INC,
ESTRELLITA, INC, and
ANAGO FRANCHISING INC.

Defendants.
_____/

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, DINA REYES, on behalf of herself and all others similarly situated (hereinafter collectively referred to as "Plaintiffs" or "franchisees"), hereby file this Class Action Lawsuit and Demand for Jury Trial against Defendants, ANAGO CLEANING SYSTEMS, INC, ESTRELLITA, INC, and ANAGO FRANCHISING INC. (hereinafter collectively referred to as "Defendants" or "Anago"), and in support thereof, state as follows:

INTRODUCTION

1) This is a national class action brought on behalf of workers who have performed cleaning services for their joint employers, Defendants, Anago Cleaning Systems, Inc., Estrellita, Inc., and Anago Franchising, Inc.

2) Defendants structured their business enterprise in a way that attempts to avoid providing their workers with the protections afforded by the FLSA and the wage laws of various states, including guaranteed minimum wage, overtime pay, other wage protections, and other benefits of employment, such as eligibility for unemployment and

workers' compensation. Rather than properly classifying their cleaners as employees, Defendants deem these workers to be independent franchise owners, and therefore outside the scope of federal and state wage and hour protections.

3) Individuals purchase these purported "franchises" for substantial sums of money, based on Defendants misrepresentations about the guaranteed amount of monthly income the Anago franchise will provide. In addition, Defendants have also improperly misclassified these workers as independent contractors and thereby denied them various benefits to which they are entitled as employees under the wage laws of various states, including guaranteed minimum wage, overtime pay, other wage protections, and other benefits of employment, such as eligibility for unemployment and workers' compensation. In this action, the above-named Plaintiff seeks to recover, compensation for these violations, statutory trebling of wage- related damages, and attorneys' fees and costs, as provided for by law.

PARTIES AND JURISDICTION

4) Plaintiff, DINA REYES, is a *sui juris* individual that resides in Broward County, Florida. She performed cleaning services for Anago in Miami, Florida from approximately August 2015 through December 2015 as a non-exempt employee of the Defendants who is subjected to the payroll practices and procedures described below, and who worked in excess of forty (40) hours during one or more workweeks within the time of employment by Defendants.

5) This is a class action that the above-named Plaintiff brings on her own behalf and on behalf of all others similarly situated, namely all other individuals who have performed cleaning services for Anago within the State of Florida in the Counties

of Miami-Dade, Brevard, Broward, Indian River, Martin, Monroe, Palm Beach and St. Lucie (the "Area") and have been subjected to the legal violations described in this Complaint. The class meets all of the requirements of Rule 23 of the Federal Rule of Civil Procedure.

6) Defendant, ANAGO CLEANING SYSTEMS, INC ("ACS"), is a Florida corporation with its principal place of business in Broward County, Florida. ACS owns the Anago trademarks and proprietary business systems, which it licenses to Defendant Anago Franchising, Inc.

7) Defendant, ANAGO FRANCHISING, INC. ("AFI"), is a Florida corporation with its principal place of business in Broward County, Florida. AFI sublicenses the Anago franchise system to subfranchisors, such as Defendant Estrellita, Inc. As of December 31, 2014, AFI had 36 subfranchises in the United States. Of the 36 subfranchises, 31 are operated by independent subfranchisees, and 6 are operated by affiliates of AFI.

8) Defendant, ESTRELLITA, INC. ("Estrellita"), is a Florida corporation with its principal place of business in Broward County, Florida. Estrellita is an affiliate of ACS and AFI and operates as an Anago subfranchise by selling Anago Unit Franchises to individuals in the Area.

9) At all times material hereto, Defendants are subject to the jurisdiction of this District Court.

10) This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1332.

GENERAL ALLEGATIONS

THE ANAGO FRANCHISE SYSTEM

11) Anago is a nationwide janitorial services franchise system that offers purported franchises to individuals whom are employed as cleaners but whom are characterized as "franchisees."

12) Anago employs thousands of cleaning workers across the United States to perform cleaning work for customers who negotiate cleaning services accounts with Anago. These workers include the above-named Plaintiffs.

13) ACS has a widespread, nationwide policy of intentionally misclassifying its cleaning agents as independent contractors when they are really employees, and on that basis not paying them overtime and minimum wage to which the Plaintiffs are entitled pursuant to the FLSA and applicable state law.

14) Defendants maintain a policy of intentionally misclassifying cleaning agents as independent contracts when they are really employees.

15) Anago requires its cleaning workers to sign "franchise agreements" to obtain work, and it labels its cleaning workers as "franchisees."

16) To induce workers to sign these franchise agreements (which it does through high pressure sales tactics), Estrellita negligently and/or intentionally misrepresents that it has sufficient business to provide the monthly income it promises the workers in their agreements. In fact, Estrellita does not have enough accounts to offer to workers who have signed franchise agreements.

17) Thus, Estrellita knows it does not have sufficient business to satisfy the terms of the franchise agreements when it advertises franchises, solicits franchisees, and

enters into franchise contracts. Estrellita knowingly and willfully solicits and enters into agreements which it knows it cannot perform.

18) Estrellita also misrepresents that workers will receive a higher hourly rate of pay for their work than Estrellita knows they will be able to earn.

19) Estrellita charges an upfront franchise fees ranging from $4,590 to over $32,348.32 based on a variety of packages it offers. The amount of the franchise fee corresponds to certain guaranteed levels of gross monthly billing. Estrellita offers self-financing for the initial franchise fee.

20) The initial franchise fee includes an initial equipment and supply package. Thereafter, Estrellita's purported franchisees are required to purchase additional equipment and supply packages from Defendants' approved supplier.

21) The Anago Unit Franchise Agreement is a form contract of adhesion employed by Defendants that establishes the terms and conditions of employment of its purported franchisees.

22) None of the employed Anago franchisees are able to negotiate for different terms and conditions from those appearing in the form franchise agreement.

23) The form franchise agreement is written exclusively in English, in highly technical and confusing language, with misleading section headings and provisions regarding waivers of important rights buried within the agreement.

24) The form franchise agreement is not available in other languages, although many of the workers who sign these form franchise agreements have little to no fluency in English.

25) Consequently, as Defendants well know, prospective employed franchisees do not understand the terms of the agreement, whether or not they speak English.

26) Defendants target immigrants in particular because they are easily victimized by Defendants' misrepresentations and other systemic legal violations, as described herein.

27) Pursuant to these form franchise contracts, the employed franchisees pay substantial sums of money as "franchise fees" in order to obtain a guaranteed amount of cleaning work. The franchise fees are shared among AFI and Estrellita.

28) In exchange for these large franchise fees, Estrellita guarantees a certain level of monthly income beginning after the workers have made down payments to purchase their franchise and completed their training period.

29) However, Anago systemically breaches its written agreements by not providing or offering sufficient or adequate work as promised to produce the guaranteed level of income. Rarely if ever do the workers receive the promised level of monthly income.

30) For example, Ms. Reyes paid a franchise fee of $8,250 with a $2,250 down payment and financing for the remaining $6,000 and was promised $1,000 per month in janitorial cleaning work, but she typically received less than $1,000 per month during her time working as an Anago employee.

31) Through a variety of means involving misrepresentation, Estrellita purports to satisfy its obligations under the form franchise agreements when it has come nowhere near satisfying those obligations. Through these means, Estrellita attempts to

make it appear that it is the workers' fault, rather than Estrellita's, that they do not have sufficient accounts to satisfy their monthly income guarantee.

32) For example, Estrellita negligently and/or intentionally misrepresents the number of hours per week that will be required to service the accounts offered. These misrepresentations are used to induce workers to accept the accounts toward their guaranteed level of income. The accounts typically require substantially more hours of work than Estrellita represents.

33) In addition, Estrellita promises cleaning accounts that are geographically convenient to one another and convenient to the workers' homes. However, the accounts are typically spread very far apart, making it very inconvenient, if not impossible, to accept or perform the work for these accounts.

34) Estrellita typically contends that it has fulfilled its obligations under the franchise contract by offering accounts, knowing that accounts offered could not be accepted due to geographic inconvenience, sheer impossibility of performing the number of hours of work required to service the accounts, or rates of pay well below what was promised.

35) Estrellita also frequently violates the form franchise agreement by taking accounts away without warning and for no justifiable reason. Also in violation of the agreement, Estrellita gives no opportunity to correct or challenge alleged deficiencies in workers' performance.

36) When doing so, Estrellita frequently tells the workers performing the cleaning services that the customers were dissatisfied with their work, when in fact the customers were satisfied with their work.

37) After taking an account away from a worker, Estrellita then can offer the account to another worker who has signed a franchise agreement to count toward that person's monthly guarantee. In this way, Estrellita churns the accounts it has, in order to make it appear that it has satisfied its franchise agreements.

38) When Estrellita does not satisfy the terms of the workers' franchise agreements by not offering sufficient accounts (that are free from misrepresentations) or by taking away accounts without justification or warning, it does not refund the franchise fees that the workers have already paid.

39) Indeed, Estrellita requires workers to continue making payments on their franchise fees, billing them for these payments, even when they have no further work from Estrellita.

40) In addition, Estrellita deducts excessive fees from the payments it makes to the workers under the franchise agreements.

41) Estrellita significantly underbids cleaning contracts with its clients. As a result of this underbidding and the deduction of excessive fees from their pay, the workers who have contracted with Estrellita receive far less pay for their work than the fair value of their services and far less pay than they were promised on an hourly and monthly basis.

MISCLASSIFICATION OF ANAGO CLEANING WORKERS AS INDEPENDENT CONTRACTORS

42) Anago cleaning workers are improperly classified as independent contractors under the franchise agreements. However, these workers are in fact employees under the statutes and common law of various states.

43) The behavioral and financial control manifested over these workers by Defendants demonstrates that the workers are employees rather than independent contractors.

44) The cleaning workers perform services within Anago's usual course of business, which is to provide cleaning services to customers.

45) Also, Defendants instruct the cleaning workers in how to do their work and dictates their performance of the details of their jobs.

46) The cleaning workers generally do not work in an independently established trade, occupation, profession, or business. Instead, as required by their contracts, the cleaning workers perform cleaning services exclusively for Anago's clients.

47) Also, the cleaning workers do not represent themselves to the public as being in an independent business to provide cleaning services, and they typically have not invested in an independent business apart from their payment of "franchise" fees to Estrellita.

48) Because of their misclassification by Defendants as independent contractors, these cleaning workers have not received the benefits that inure from the employment relationship under law.

49) For example, Defendants' cleaning workers frequently do not receive the minimum wage for the work they perform.

50) Although many of them work more than 40 hours per week, they do not receive one and one-half times their regular rate for hours worked in excess of 40 hours per week.

51) Numerous deductions are made from their pay, which constitute improper deductions from wages. For example, Anago deducts payments towards "franchise fees," interest payments, payments for Anago to manage the workers' cleaning accounts, and other payments. It also withholds workers' pay when it contends that Anago clients have not paid their bills.

52) These cleaning workers do not receive pay for their time spent traveling between different accounts during the work day.

53) Anago denies that these workers are eligible for unemployment payments when they lose their jobs, or when they are constructively discharged by having their cleaning accounts taken away and not replaced.

54) Also, because of the misclassification, Anago's cleaning workers are not covered by workers' compensation when they are injured on the job.

55) Defendants are "employers" pursuant to 29 U.S.C. §203(d) of the Fair Labor Standards Act ("FLSA").

56) Defendants are an "enterprise" pursuant to 29 U.S.C. S203(r) of the FLSA.

57) Defendants are an enterprise "engaged in commerce" pursuant to 29 U.S.C. § 203(s) of the FLSA.

58) Defendants are a single enterprise "engaged in commerce" pursuant to 29 U.S.C. § 203(r)(1).

59) During all times relevant to this action, Defendants are a single enterprise engaged in commerce as defined in 29 U.S.C. §§ 203(r) and 203(s).

60) The Plaintiff is an "employee" pursuant to 29 U.S.C. §203(e)(1) of the FLSA.

61) At all times pertinent hereto, Defendant failed to comply with 29 U.S.C. §§ 201-219 in that the Plaintiffs, performed services for the Defendant for which no provision was made to properly pay for those hours in which unpaid wages were required to be paid.

DEFENDANTS ARE AN ENTERPRISE ENGAGED IN COMMERCE

62) At all relevant times, Defendants have been an enterprise within the meaning of section 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s), in that Defendants have been engaged in commerce or in the production of goods for commerce and has employees engaged in commerce or in the production of goods for commerce, or that handle, sell, or otherwise work on goods or materials that have been moved in or produced for commerce; and has an annual gross volume of sales made or business done in excess of $500,000.

DEFENDANTS' CLEANERS ARE ECONOMICALLY DEPENDENT ON DEFENDANT AND ARE DEFENDANT'S EMPLOYEES UNDER THE FLSA

63) Defendants' so-called "franchisees" are in fact laborers who are required to pay a franchise fee, continuing royalties, and other payments in order to work jobs such as cleaning carpets and hard floors, disposing of trash, washing windows, and other cleaning services provided to a variety of Defendants' clients throughout the State of Florida.

64) As a matter of economic reality, Defendants' cleaners are employees under the FLSA. Defendant's cleaners are economically dependent on Defendants, who suffers or permits them to work as cleaners, providing cleaning services—a function integral to Defendants' business—on cleaning contracts that Defendants negotiate, maintain, and control. In most instances, Defendants' cleaners rely exclusively on Defendants for business and are not, as a matter of economic reality, in business for themselves.

65) Defendants control and own the cleaning contracts that Defendants' cleaners service. Defendants can reassign those contracts from one cleaner to another as Defendants choose. In the rare instance when cleaners obtain their own customers and negotiate their own cleaning rates, Defendants can (and do) take contracts away from cleaners and reassigns them to other cleaners. Defendants have sole discretion on all aspects of the cleaning contract.

66) Defendants also retain the exclusive right to perform all administrative functions relative to cleaners' customers, including sole discretion over all financial aspects of the cleaning contracts such as billing and invoicing. Specifically, Defendants handle all aspects of how and whether cleaners are paid for the work they perform. Payment for janitorial work is made directly by customers to Defendants rather than to cleaners directly. Indeed, Defendants require that cleaners report to Defendants' office to obtain payment for their work, which Defendants disburse.

67) In most cases, cleaners are not using business skill, judgment, or initiative with respect to the work they perform; nor do they exercise managerial skill in running their "business." Rather, Defendant controls the flow and assignments of cleaning jobs to franchisees. It also handles all aspects of marketing and advertising with very few exceptions. Defendants also maintain a very thorough operations manual that the purported franchisees are required to strictly adhere to, which establishes the procedures on how to perform the cleaning services, e.g., detailed instructions on how to clean a sink. Under such unilateral constraints, cleaners are not truly in business for themselves and instead are employees.

68) The relative investments of cleaners are minimal compared to those of Defendants. As previously stated above, Defendants have invested in and developed an infrastructure enabling it to obtain, maintain, and control the essential functions of its janitorial business. In contrast, cleaners' investment is more limited; they bear the burden of buying the tools and equipment allowing them to perform cleaning functions on Defendants' contracts.

69) For reasons included but not limited to those stated in ¶¶ 13-16, Defendant's business model creates an employment relationship because it renders cleaners economically dependent on Defendant rather than truly being in business for themselves. Hence, Defendants are an employer and Defendants' cleaners are employees under sections 3(d), 3(e), and 3(g) of the FLSA. 29 U.S.C. § 203(d), (e) & (g), and Defendants must comply with the FLSA's provisions including record keeping.

RECORD KEEPING VIOLATIONS

70) As Employers, Defendants must comply with the FLSA and its record-keeping requirements.

71) Defendants, employers subject to the provisions of the FLSA, violated the provisions of sections 11(c) and 15(a)(5) of the FLSA in that they failed to make, keep, and preserve adequate and accurate records of employees and the wages, hours and other conditions and practices of employment maintained by them as prescribed by regulations duly issued pursuant to authority granted in the FLSA and found in 29 C.F.R. Part 516.

72) Defendant failed to maintain and preserve payroll or other records regarding each employee containing the name, address, date of birth, and sex and occupation in which each employee is employed.

73) Defendants failed to maintain a weekly record of hours worked, including any hours worked in excess of 40 hours in a workweek.

CLASS ACTION ALLEGATIONS

74) This action is brought by Plaintiffs as a class action, on their own behalf, and on behalf of all other similarly situated, under the provisions of Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

75) The class so represented by the Plaintiffs in this action, and of which Plaintiffs are members, consists of all current and former franchisees of Defendants who executed an Anago franchise agreement. Excluded from the class are the Defendants herein, any entity in which Defendants have a controlling interest, the legal representatives, heirs, successors, or assigns of any such excluded party, the affiliates of Defendants, or anyone who is otherwise responsible for the wrongdoings alleged herein.

76) This action is properly maintainable as a class action. Plaintiffs' class is ascertainable in that:

a) the class is so numerous that joinder of separate lawsuits on behalf of all members is impracticable, with over one thousand (1,000) Anago franchisees nationwide;

b) there are questions of law or fact common to the class;

c) the claims of defense of the representative parties are typical of the claims or defenses of the class; and

d) the representative parties will fairly and adequately protect the interest of the class.

e) undersigned counsel selected to represent the class is experienced in franchise law and in the prosecution of class actions will fairly and adequately protect the interests of the class.

77) A class action is superior to other available methods for the fair and efficient adjudication of the controversy between the parties for the following reasons:

a) There exists questions of law and fact common to the members of the class which predominate over any questions affecting only individual members and a class action is superior to other available methods for the fair and efficient adjudication of the controversy;

b) The prosecution of separate actions by Class Members would create the risk of inconsistent or varying adjudications with respect to individual members of the Class and would establish incompatible standards of conduct for Defendants;

c) Adjudications of claims of individual members of the Class would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications or substantially impede their ability to protect their interests;

d) The Defendants have acted or refused to act on grounds generally applicable to the Class.

e) The members of the Class have little interest in individually controlling the prosecution of this Action, and the prosecution of separate actions by individual members of the Class would impose heavy burden upon the Courts and the Defendants;

f) As a result of the substantial business interest of Defendants and forum selection provision contained in the franchise agreements between the parties, it is desirable and appropriate for this litigation to proceed in this forum; and/or

g) The factual and legal issues are relatively limited and common among each Class Member. Accordingly, the fairness and efficiency that will be achieved if this Class Action is maintained greatly outweighs any difficulties which may be encountered in the management of this Class Action.

CAUSES OF ACTION

COUNT I - BREACH OF CONTRACT

78) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

79) Anago has breached its written contracts with the Plaintiffs, as described above in violation with the common law of Florida.

COUNT II - RECOVERY OF MINIMUM WAGE

80) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

81) Plaintiffs, and all those similarly situated, are entitled to be paid time and one-half for each hour worked in excess of forty (40) in each workweek, and for waiting time and on-call time.

82) Defendant ALS is an employer of DINA REYES.

83) During their employment with Defendant, Plaintiffs worked the number of hours required of them and regularly worked in excess of forty (40) hours per workweek but were not paid time and one-half for all hours worked in excess of forty (40) during a workweek.

84) Because of the willful and unlawful acts of the Defendant, Plaintiffs, have suffered and are entitled to recover damages, plus incurred costs and reasonable attorneys' fees.

85) Because of Defendants' violations of the Act, Plaintiffs, and all those similarly situated, are entitled liquidated damages for the years that DINA REYES was employed by ACS.

WHEREFORE, Plaintiffs, on behalf of themselves and of all those similarly situated, demand judgment against Defendants for the unpaid wages and overtime payments due them for the hours worked for which they have not been properly compensated, liquidated damages, pre- and post-judgment interest, reasonable attorneys' fees and costs of suit, and any further relief that this Court deems just and proper.

COUNT III - RESCISSION OF CONTRACT

86) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

87) The written contracts between Anago and the Plaintiffs is unconscionable and should be held unenforceable in part or in whole under the common law of the State of Florida.

COUNT IV - MISREPRESENTATION

88) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

89) Anago has committed intentional and/or negligent misrepresentation in its representations to the Plaintiffs, as described above, in violation of the common law of the State of Florida.

COUNT V - FLORIDA DECEPTIVE AND UNFAIR BUSINESS PRACTICES

90) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

91) Defendant's conduct in inducing the Plaintiffs to purchase purported cleaning "franchises" and its conduct with respect to the Plaintiffs in the course of, and following, their performing cleaning services as described above constitutes unfair and deceptive practices in violation of the statutory and common law of the state of Florida.

COUNT VI - QUANTUM MERUIT

92) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

93) Plaintiffs and class members have been deprived by Anago of the fair value of their services and are thus entitled to recovery in *quantum meruit* pursuant to the common law of the State of Florida.

COUNT VII - UNJUST ENRICHMENT

94) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

95) Through the conduct described above, Anago has been unjustly enriched under the common law of the State of Florida.

COUNT VIII - MISCLASSIFICATION AS INDEPENDENT CONTRACTOR

96) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

97) Anago has knowingly and willfully misclassified Plaintiffs and class members as independent contractors instead of employees, in violation of the statutory and common law of the state of Florida.

COUNT VIII - WAGE VIOLATIONS

98) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

99) Anago's knowledge and willful failure to pay the Plaintiffs and class members all wages due to them, including minimum wage, overtime, and including making improper deductions from their pay, violates the wage laws of the State of Florida

COUNT IV - VIOLATIONS OF THE FAIR LABOR STANDARDS ACT

100) Plaintiffs re-adopts, incorporates by reference, and re-alleges Paragraphs 1 through 77 above as though fully set forth.

101) The Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq. ("FLSA") requires employers to pay overtime compensation to non-exempt employees who work more than forty hours in a workweek. The FLSA provides that "[e]xcept as otherwise provided in this section, no employer shall employ any of his employees ... for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of' 40 hours in a workweek "at a rate not less than one and one-half times the regular rate at which he is employed." 29 U.S.C. § 207(a)(1).

102) Defendants are employers under the FLSA and are bound by the overtime compensation requirements. Under the FLSA, the term "employer" includes "any person acting directly or indirectly in the interest of an employer in relation to an employee." 29 U.S.C. § 203(d). The term "employee" is defined to mean "any individual employed by an employer." 29 U.S.C. § 203(e) The definition of "employ" is similarly broad and means "to suffer or permit to work." 29 U.S.C. § 203(g). The Supreme Court has held that this definition "stretches the meaning of 'employee' to cover some parties who might not qualify as such under a strict application of agency law principles." Nationwide Mutual Ins. Co. v. Darden, 503 U.S. 318, 326 (1992).

103) For purposes of the FLSA, "[a]n entity 'suffers or permits' an individual to work if, as a matter of economic reality, the individual is dependent on the entity." Antenor v. D & S Farms, 88 F.3d 925, 929 (11th Cir.1996). The courts thus use the "economic reality test" to determine if a worker is an employee for purposes of the FLSA. The focus of the economic realities test is whether the worker is economically dependent upon the putative employer. Courts look at the surrounding circumstances of the whole activity. See Goldberg v. Whitaker House Co-op, Inc., 366 U.S. 28, 33

(1961); Aimable v. Long & Scott Farms, Inc., 20 F .3d 434, 439 (11th Cir.1994). The economic realities test "does not depend on technical or isolated factors," or on "the form of the relationship," but rather "depends ... on the economic reality" and "the circumstances of the whole activity," given "the total work arrangement." Hodgson v. Griffin & Brand of McAllen, Inc., 471 F.2d 235, 237-38 (5th Cir.1973).

WHEREFORE, Plaintiffs request that this Honorable Court enter the following relief:

1. Damages attributable to Anago's statutory and common law violations;

2. Statutory enhancement of damages as allowed by law;

3. Declaratory and injunctive relief, requiring Anago to cease its illegal practices;

4. Rescission of the written contracts between Anago and the Plaintiffs, in whole or in part; and

5. Any other relief to which the Plaintiffs may be entitled.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: September 15, 2017

Respectfully submitted,

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