



4. The Defendant, MATELO ENTERPRISES, INC., is a corporation that regularly transacts business within Dade County. This Corporate Defendant was responsible for paying Plaintiff's wages for part of the relevant time period and, upon information and belief, said Defendant Corporation was, therefore, Plaintiff's FLSA joint employer as defined by 29 U.S.C. 203 (d).
5. The individual Defendant MONICA VANEGAS is a corporate officer and/or owner and/or manager of the Defendant Corporations, VANEGAS INTERNATIONAL GROUP LLC and MATELO ENTERPRISES, INC., who ran the day-to-day operations of these Corporate Defendants for the relevant time period and was responsible for paying Plaintiff's wages for the relevant time period and controlled Plaintiff's work and schedule and was therefore Plaintiff's joint employer as defined by 29 U.S.C. 203 (d).
6. The individual Defendant ANASTACIO LORENTE is a corporate officer and/or owner and/or manager of the Defendant Corporation, VANEGAS INTERNATIONAL GROUP LLC and MATELO ENTERPRISES, INC., who ran the day-to-day operations of the Corporate Defendant and was responsible for paying Plaintiff's wages and controlled Plaintiff's work and schedule and was therefore Plaintiff's joint employer as defined by 29 U.S.C. 203 (d).
7. All acts or omissions giving rise to this dispute took place in Dade County.

#### **COUNT I. FEDERAL OVERTIME WAGE VIOLATION**

8. This action arises under the laws of the United States. This case is brought as a collective action under 29 USC 216(b). It is believed that the Defendants have employed several other similarly situated employees like Plaintiff who has not been paid overtime and/or minimum

wages for work performed in excess of 40 hours weekly from the filing of this complaint back three years.

9. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 as this case is brought pursuant to The Fair Labor Standards Act, 29 U.S.C. §§ 201-219 (section #216 for jurisdictional placement).
10. 29 U.S.C. § 207 (a) (1) states, "Except as otherwise provided in this section, no employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed."
11. Plaintiff worked for Defendants as a chauffeur and handyman from on or about January 4, 2007 through on or about October 21, 2017.
12. Additionally, Plaintiff worked as a live in housekeeper at Defendants residence located at 921 Harbor Drive, Key Biscayne, FL from on or about 2014 through on or about 2017 with the individual Defendant, MONICA VANEGAS, and Defendants' children.
13. From on or about the year 2014 through on or about the year 2017, Plaintiff worked at both individual Defendants MONICA VANEGAS and ANASTACIO LORENTE's respective residences during each workweek.
14. Further, from on or about the year 2014 through on or about the year 2017, during each workweek, Plaintiff worked for Defendants as a painter and maintenance man at the apartment complexes for which it is believed that the individual Defendant, ANASTACIO LORENTE, is a corporate officer and/or owner and/or manager who ran the day-to-day

operations of these apartment complexes.

15. Each Corporate Defendant was responsible for paying Plaintiff's wages for part of the relevant time period.
16. Defendant's business activities involve those to which the Fair Labor Standards Act applies. Both the Defendant's business and the Plaintiff's work for the Defendants affected interstate commerce for the relevant time period. Plaintiff's work for the Defendants affected interstate commerce for the relevant time period because the materials and goods that Plaintiff used on a constant and/or continual basis and/or that were supplied to Plaintiff by the Defendants to use on the job moved through interstate commerce prior to and/or subsequent to Plaintiff's use of the same. The Plaintiff's work for the Defendants was actually in and/or so closely related to the movement of commerce while Plaintiff worked for the Defendants that the Fair Labor Standards Act applies to Plaintiff's work for the Defendants.
17. Additionally, Defendants regularly employed two or more employees for the relevant time period who handled goods or materials that travelled through interstate commerce, or used instrumentalities of interstate commerce, thus making Defendant's business an enterprise covered under the Fair Labor Standards Act.
18. Upon information and belief, the Defendant Corporations had gross sales or business done in excess of \$500,000 annually for the years 2014, 2015, 2016, and 2017.
19. Upon information and belief, Defendants, VANEGAS INTERNATIONAL GROUP LLC, and MATELO ENTERPRISES, INC., were each Plaintiff's joint employer during Plaintiff's employment with the Defendant Companies as the work performed by Plaintiff simultaneously benefited all Defendant Companies who were responsible for controlling, directly and/or indirectly, Plaintiff's hours, determining Plaintiff's pay and which were

operated by the same company officers for a common business purpose.

20. Individual Defendants, MONICA VANEGAS, and ANASTACIO LORENTE, were

Plaintiff's individual employer for the time period alleged herein, pursuant to 29 U.S.C. §203(d) as set forth above.

21. Between the period of on or about January 4, 2007 through on or about December 31, 2016,<sup>1</sup>

except for the periods of on or about May 9, 2015 through on or about June 13, 2015 AND on or about October 3, 2016 through on or about December 9, 2016, Plaintiff worked an average of 78 hours a week for Defendants and was paid an average of \$7.69 per hour but was not paid the extra half time rate for any hours worked over 40 hours in a week as required by the Fair Labor Standards Act. Plaintiff therefore claims the half time overtime rate for each hour worked above 40 in a week.

22. Between the period of on or about May 9, 2015 through on or about June 13, 2015, Plaintiff

worked an average of 78 hours a week for Defendants and was paid not paid for hours worked over 40 hours in a week as required by the Fair Labor Standards Act. Plaintiff therefore claims the time-and-a-half overtime rate for each hour worked above 40 in a week based on the applicable minimum wage rate.

23. Between the period of on or about October 3, 2016 through on or about December 9, 2016,

Plaintiff worked an average of 78 hours a week for Defendants and was paid not paid for hours worked over 40 hours in a week as required by the Fair Labor Standards Act. Plaintiff therefore claims the time-and-a-half overtime rate for each hour worked above 40 in a week

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<sup>1</sup> Plaintiff did not receive payment for the period of approximately May 9, 2015 through on or about June 13, 2015 (approximately \$6,000.00, excluding overtime wages as required by the FLSA) AND from on or about October 3, 2016 through on or about December 9, 2016, (approximately \$3,000.00, excluding overtime wages as required by the FLSA) as said checks for payments of wages could not be cashed by the Plaintiff for insufficient funds ("NSF").

based on the applicable minimum wage rate.

24. Between the period of on or about January 1, 2017 through on or about December 31, 2017, Plaintiff worked an average of 70 hours a week for Defendants and was paid an average of \$8.57 per hour but was not paid the extra half time rate for any hours worked over 40 hours in a week as required by the Fair Labor Standards Act. Plaintiff therefore claims the half time overtime rate for each hour worked above 40 in a week.
25. Plaintiff seeks all fees and costs under the FLSA. Plaintiff reserves the right to seek time-and-one-half damages for any completely unpaid overtime hours should the facts adduced in discovery justify same.
26. Defendants willfully and intentionally refused to pay Plaintiff's overtime wages as required by the Fair Labor Standards Act as Defendants knew of the overtime requirements of the Fair Labor Standards Act and recklessly failed to investigate whether Defendants' payroll practices were in accordance with the Fair Labor Standards Act. Defendants remain owing Plaintiff these wages since the commencement of Plaintiff's employment with Defendants for the time period specified above.

Wherefore, the Plaintiff requests double damages and reasonable attorney fees from Defendants, jointly and severally, pursuant to the Fair Labor Standards Act as cited above, to be proven at the time of trial for all overtime wages still owing from Plaintiff's entire employment period with Defendants or as much as allowed by the Fair Labor Standards Act along with court costs, interest, and any other relief that this Court finds reasonable under the circumstances. *The Plaintiff request a trial by jury.*

## COUNT II. FEDERAL MINIMUM WAGE VIOLATION

COMES NOW PLAINTIFF, through Counsel, and re-adopts the factual and jurisdictional statements in paragraphs 1-29 above and further states:

27. 29 U.S.C. § 206 (a) (1) states “Every employer shall pay to each of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, wages at the following rates: except as otherwise provided in this section, not less than—\$5.85 an hour...” On July 24, 2007 Federal minimum wage was raised to \$5.85/hr. On July 24, 2008, Federal minimum wage was raised to \$6.55/hr. On July 24, 2009, Federal minimum wage was raised to \$7.25/hr.

28. From on or about May 9, 2015 through on or about June 13, 2015, Plaintiff worked an average of 78 hours a week for Defendants. Plaintiff was not paid for said work in violation of the Fair Labor Standards Act as said payment of an average of \$0.00 per hour did not meet the applicable Federal Minimum Wage required for said period of time. Therefore, Plaintiff claims difference between his average hourly rate of \$0.00/hr and the applicable minimum wage rate for all hours worked.

29. From on or about October 3, 2016 through on or about December 9, 2016, Plaintiff worked an average of 78 hours a week for Defendants. Plaintiff was not paid for said work in violation of the Fair Labor Standards Act as said payment of an average of \$0.00 per hour did not meet the applicable Federal Minimum Wage required for said period of time. Therefore, Plaintiff claims difference between his average hourly rate of \$0.00/hr and the applicable minimum wage rate for all hours worked.

30. The Defendants wage payment practices to Plaintiff for this time period did not meet the

federal minimum wage law requirements as Plaintiff was not paid the required federal minimum wage for all hours worked and is therefore claiming federal minimum wage violations.

31. Defendants willfully and intentionally refused to pay Plaintiff's minimum wages as required by the Fair Labor Standards Act as Defendants knew of the Federal Minimum Wage requirements of the Fair Labor Standards Act and recklessly failed to investigate whether Defendants' payroll practices were in accordance with the Fair Labor Standards Act. Defendants remain owing Plaintiff these wages since the commencement of Plaintiff's employment with Defendants for the time period specified above.

Wherefore, Plaintiff request double damages and reasonable attorney fees from the Defendants, jointly and severally, pursuant to the Fair Labor Standards Act and as cited above, to be proven at the time of trial for all minimum wages still owing from Plaintiff's entire employment period with Defendants or, as much as allowed by the Fair Labor Standards Act -- whichever is greater along with court costs, interest, and any other relief that this Court finds reasonable under the circumstances. *The Plaintiff request a trial by jury.*

### **COUNT III. BREACH OF CONTRACT**

COMES NOW PLAINTIFF, through Counsel, and re-adopts the factual and jurisdictional statements in paragraphs 1-34 above and further states:

32. This Court has jurisdiction for Plaintiff's breach of contract claim under the Court's Supplemental Jurisdiction. 28 USC 1367.



33. Plaintiff orally contracted with Defendants that he would be reimbursed for food and gas (in the amount of \$2,308.00) and a loan of money (in the amount of \$10,000.00 for which only approximately \$5,000.00 was reimbursed) which Plaintiff loaned to Defendants.
34. The loan agreement Plaintiff made with the Defendants was on or about October 23, 2011.
35. Plaintiff paid Defendants the total amount of \$7,308.00, for food and gas and cleaning offices (in the amount of \$2,308.00) and a loan of money ((in the amount of \$10,000.00 for which only approximately \$5,000.00 was reimbursed) which Plaintiff loaned to Defendants, and said monies were not reimbursed to Plaintiff.
36. As a direct proximate result of Defendants action and failure to reimburse Plaintiff the amount due and owing to him for food and gas (in the amount of \$2,308.00) and a loan of money (in the amount of \$10,000.00 for which only approximately \$5,000.00 was reimbursed) which Plaintiff loaned to Defendants, Plaintiff has suffered damages.
37. Plaintiff has performed all duties under the contract, and, as such, Defendants have breached the contract.
38. Defendants breached the contract with Plaintiff and, as a result, Plaintiff has been damaged. Specifically, the loan agreement was breached on February 6, 2017.
39. Defendants remain owing Plaintiff the above-mentioned unpaid amounts \$7,308.00, for food and gas (in the amount of \$2,308.00) and a loan of money ((in the amount of \$10,000.00 for which only approximately \$5,000.00 was reimbursed) which Plaintiff loaned to Defendants, excluding interest or otherwise. Plaintiff paid a total of \$10,500.00 just on interest payments on the outstanding \$5,000.00 loan.

Wherefore, Plaintiff requests all damages as allowed by law and reasonable attorney fees from the Defendants, jointly and severally, pursuant to the breach of contract, demands judgment

be entered in favor of Plaintiff against Defendants, jointly and severally, for damages along with fees, costs, interest, and any other relief that this Court finds reasonable under the circumstances.

*The Plaintiff request a trial by jury.*

#### **COUNT IV. UNJUST ENRICHMENT**

COMES NOW PLAINTIFF, through Counsel, and re-adopts the factual and jurisdictional statements in paragraphs 1-41 above and further states:

40. Plaintiffs reassert and re-allege paragraphs 35-41 above regarding Plaintiff's Claim for Breach of Contract (Count III), as such facts also give rise to an action for unjust enrichment. Such facts which establish the breach, are also those which have resulted in unjust enrichment. Plaintiff seeks this claim in equity based on such facts, should it be determined Plaintiff cannot recover at law under a breach theory.
41. Due to the aforesaid facts (also relevant to Plaintiff's claim for breach of contract – Count III), Plaintiff has conferred a benefit upon the Defendants. The Defendants have knowledge of the benefit conferred and continues to retain that benefit undeservedly. Defendants voluntarily accepted and retained such benefit, because Plaintiff paid for food and gas (in the amount of \$2,308.00) and a loan of money plus interest (in the amount of \$10,000.00 plus \$10,500.00 of interest) which Plaintiff loaned to Defendants, Defendants permitted Plaintiff pay said monies so that Defendants could maximize their personal and business profits.
42. It would be inequitable and unjust for Defendants to continue to retain the benefit, as Plaintiff conferred a benefit on Defendants which Defendants was legally responsible to pay for.

WHEREFORE, Plaintiff requests all damages as allowed by law and reasonable attorney fees from the Defendants, jointly and severally, pursuant to unjust enrichment, demands judgment be entered in favor of Plaintiff against Defendants, jointly and severally, for damages along with fees, costs, interest, and any other relief that this Court finds just and reasonable under the circumstances. *The Plaintiff requests a trial by jury.*

#### **COUNT V. MONEY LENT**

44. On or about October 23, 2011, Plaintiff agreed to loan Defendant MONICA VANEGAS ten thousand dollars (\$10,000.00) to be paid back in two months.

45. Defendant MONICA VANEGAS still owes Plaintiff five thousand dollars (\$5,000.00) plus interest from the loan agreement.

46. Five thousand dollars (\$5,000.00) is due with interest since Defendant MONICA VANEGAS defaulted on the loan on February 6, 2017 for money lent by Plaintiff to Defendant on or about October 23, 2011. Plaintiff paid a total of \$10,500.00 just on interest payments on the outstanding \$5,000.00 loan.

WHEREFORE, Plaintiff requests all damages as allowed by law and reasonable attorney fees from the Defendants, jointly and severally, pursuant to money lent, demands judgment be entered in favor of Plaintiff against Defendants, jointly and severally, for damages along with fees, costs, interest, and any other relief that this Court finds just and reasonable under the circumstances. *The Plaintiff requests a trial by jury.*

Respectfully Submitted,

J.H. Zidell, Esq.  
J.H. Zidell, P.A.  
Attorney For Plaintiff  
300 71<sup>st</sup> Street, Suite 605  
Miami Beach, Florida 33141  
Tel: (305) 865-6766  
Fax: (305) 865-7167  
Email: ZABOGADO@AOL.COM

By:     /s/ J.H. Zidell                      
          J.H. Zidell, Esq.  
          Florida Bar Number: 0010121

UNITED STATES DISTRICT COURT

for the
Southern District of Florida

LUIS EDUARDO SALAZAR, and all others )
similarly situated under 29 U.S.C. 216(b), )

Plaintiff, )

vs. )

VANEGAS INTERNATIONAL GROUP )
LLC, )
MATELO ENTERPRISES, INC., )
MONICA VANEGAS, )
ANASTACIO LORENTE, )

Defendants. )

SUMMONS IN A CIVIL ACTION

To: VANEGAS INTERNATIONAL GROUP LLC
Registered Agent: Michael S. Tobin, Esq.
11900 Biscayne Boulevard #740
Miami, FL 33181

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:

J.H. Zidell, Esq.
J.H. Zidell P.A.
300 71st Street, Suite 605
Miami Beach, Florida 33141

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: \_\_\_\_\_

\_\_\_\_\_

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UNITED STATES DISTRICT COURT

for the  
Southern District of Florida

LUIS EDUARDO SALAZAR, and all others )  
similarly situated under 29 U.S.C. 216(b), )

Plaintiff, )

vs. )

VANEGAS INTERNATIONAL GROUP )  
LLC, )  
MATELO ENTERPRISES, INC., )  
MONICA VANEGAS, )  
ANASTACIO LORENTE, )

Defendants. )  
\_\_\_\_\_)  
)

**SUMMONS IN A CIVIL ACTION**

To: MATELO ENTERPRISES, INC.  
Registered Agent: Monica Venegas  
921 Harbor Dr  
Key Biscayne, FL 33149

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:

J.H. Zidell, Esq.  
J.H. Zidell P.A.  
300 71<sup>ST</sup> Street, Suite 605  
Miami Beach, Florida 33141

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: \_\_\_\_\_

\_\_\_\_\_

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UNITED STATES DISTRICT COURT

for the
Southern District of Florida

LUIS EDUARDO SALAZAR, and all others )
similarly situated under 29 U.S.C. 216(b), )

Plaintiff, )

vs. )

VANEGAS INTERNATIONAL GROUP )
LLC, )
MATELO ENTERPRISES, INC., )
MONICA VANEGAS, )
ANASTACIO LORENTE, )

Defendants. )

SUMMONS IN A CIVIL ACTION

To: MONICA VANEGAS
921 Harbor Drive
Key Biscayne, FL 33149

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:

J.H. Zidell, Esq.
J.H. Zidell P.A.
300 71<sup>ST</sup> Street, Suite 605
Miami Beach, Florida 33141

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: \_\_\_\_\_

\_\_\_\_\_

UNITED STATES DISTRICT COURT

for the
Southern District of Florida

LUIS EDUARDO SALAZAR, and all others )
similarly situated under 29 U.S.C. 216(b), )

Plaintiff, )

vs. )

VANEGAS INTERNATIONAL GROUP )
LLC, )
MATELO ENTERPRISES, INC., )
MONICA VANEGAS, )
ANASTACIO LORENTE, )

Defendants. )

SUMMONS IN A CIVIL ACTION

To: ANASTACIO LORENTE
1435 Brickell Avenue (Four Seasons)
Unit 47c
Miami, FL 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:

J.H. Zidell, Esq.
J.H. Zidell P.A.
300 71ST Street, Suite 605
Miami Beach, Florida 33141

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: \_\_\_\_\_

\_\_\_\_\_



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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS Salazar, Luis Eduardo and all others similarly situated under 29 USC 2106a DEFENDANTS Vanegas International Group LLC, Matelo Enterprises, Inc., (b) County of Residence of First Listed Plaintiff Miami-Dade (EXCEPT IN U.S. PLAINTIFF CASES) 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) (c) Attorneys (Firm Name, Address, and Telephone Number) J.H. Zidell, P.A. 300 71st St., Suite 605, Miami Beach, FL 33141 phone: 305-865-6766 (d) Check County Where Action Arose: [X] MIAMI-DADE [ ] MONROE [ ] BROWARD [ ] PALM BEACH [ ] MARTIN [ ] ST. LUCIE [ ] INDIAN RIVER [ ] OKEECHOBEE [ ] HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) 1 U.S. Government Plaintiff [X] 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant [ ] 4 Diversity (Indicate Citizenship of Parties in Item III) Citizen of This State Citizen of Another State Citizen or Subject of a Foreign Country PTF DEF 1 1 Incorporated or Principal Place of Business In This State 2 2 Incorporated and Principal Place of Business In Another State 3 3 Foreign Nation PTF DEF 4 4 5 5 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) CONTRACT 110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property TORTS PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Med. Malpractice PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability PRISONER PETITIONS Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence Other: 530 General 535 Death Penalty 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of Confinement FORFEITURE/PENALTY 625 Drug Related Seizure of Property 21 USC 881 690 Other LABOR 710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act IMMIGRATION 462 Naturalization Application 465 Other Immigration Actions BANKRUPTCY 422 Appeal 28 USC 158 423 Withdrawal 28 USC 157 PROPERTY RIGHTS 820 Copyrights 830 Patent 840 Trademark SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS—Third Party 26 USC 7609 OTHER STATUTES 375 False Claims Act 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only) [X] 1 Original Proceeding [ ] 2 Removed from State Court [ ] 3 Re-filed (See VI below) [ ] 4 Reinstated or Reopened [ ] 5 Transferred from another district (specify) [ ] 6 Multidistrict Litigation [ ] 7 Appeal to District Judge from Magistrate Judgment [ ] 8 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case [ ] YES [X] NO b) Related Cases [ ] YES [X] NO JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION 29 USC §§ 201-216 LENGTH OF TRIAL via 25 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: [ ] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE December 7, 2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY RECEIPT # AMOUNT 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.C.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; 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 the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**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.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

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. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

**VI. Related/Refiled Cases.** This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

**VII. 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

**VIII. 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 dollar amount (in thousands of dollars) 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.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Vanegas International Group, Matelo Enterprises Facing Unpaid Overtime Lawsuit](#)

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