

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CESIA RIVERA,

Plaintiff,

vs.

Case.:

JOSEPH'S CLASSIC MARKET REALTY, LLC.,
a Florida Limited Liability Company,
BOCA FOOD MARKET, LLC.,
a Florida Limited Liability Company,
and JOSEPH ACIERNO, individually,

Defendants.

COMPLAINT

Plaintiff, CESIA RIVERA ("Plaintiff"), by and through the undersigned counsel, hereby
sues Defendants, JOSEPH'S CLASSIC MARKET REALTY, LLC, BOCA FOOD MARKET,
LLC, and JOSEPH ACIERNO, individually, hereinafter ("Defendants"), and in support avers as
follows:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of Five Hundred Thousand Dollars (\$500,000.00),
exclusive of attorneys' fees, interest, and costs; and therefore, this action is within the
jurisdiction of this Court. Plaintiff brings this action for declaratory and injunctive relief and
damages under the Florida Civil Rights Act of 1992 to redress injury to Plaintiff caused by
Defendant's discriminatory treatment based on Plaintiff's National Origin, Retaliation, and a

Hostile Work Environment. This is also an action for unpaid wages under the Fair Labor Standards Act, 29 U.S.C. §§ 201-219 (“FLSA”).

2. Plaintiff was at all times relevant to this action, a resident of Palm Beach County, Florida, within the jurisdiction of this Honorable Court. Plaintiff is a covered employee for purposes of the FLSA.
3. Defendant, JOSEPH’S CLASSIC MARKET REALTY, LLC, is a Florida Limited Liability Company, having its main place of business in Palm Beach County, Florida, where Plaintiff worked for Defendant, and at all times material hereto was and is engaged in interstate commerce.
4. Defendant, BOCA FOOD MARKET, LLC, is a Florida Limited Liability Company, having its main place of business in Palm Beach County, Florida, where Plaintiff worked for Defendant, and at all times material hereto was and is engaged in interstate commerce.
5. Defendant JOSEPH ACIERNO is the company owner and exercised operational control over the activities of corporate Defendants.
6. Venue is proper in Palm Beach County because all of the actions that form the basis of this Complaint occurred within Palm Beach County and payment was due in Palm Beach County.
7. Declaratory, injunctive, legal, and equitable relief sought pursuant to the laws set forth above together with attorneys’ fees, costs and damages.
8. All conditions precedent for the filing of this action before this Court have been previously met, including the exhaustion of all pertinent administrative procedures and remedies.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

9. Plaintiff began working for Defendants, JOSEPH'S CLASSIC MARKET REALTY, LLC and BOCA FOOD MARKET LLC, as joint employers, on or about June 30, 2025.
10. Plaintiff is a 34-year-old woman of Peruvian national origin and white race.
11. During Plaintiff's interview with the owner, Joe Junior, he confirmed in Spanish that perfect English fluency was not required for the position.
12. Defendant formally offered Plaintiff a job with a yearly salary of \$57,600, equivalent to \$1,100 per week.
13. Plaintiff completed all required medical examinations ordered by Defendant.
14. Relying on Defendant's job offer, Plaintiff resigned from her prior job and provided the required two-week notice so her previous employer would have time to replace her.
15. Plaintiff's primary job duties included cooking, putting prices on products, packing items, preparing bread for the next day, organizing sweets, and providing customer service.
16. Plaintiff regularly worked between 50 and 52 hours per week.
17. Plaintiff was not paid overtime despite working more than 40 hours per week.
18. Plaintiff was paid weekly by direct deposit, received W-2 tax treatment, and used the ADP app for timekeeping.
19. Plaintiff was placed in a three-week probationary period following her hire.
20. Plaintiff met her supervisor, Francis, who had also recently started working at the company.
21. From the beginning, Francis questioned Plaintiff's ability to communicate in English even though Defendant knowingly hired her with limited English and confirmed during the interview process that English fluency was not required.
22. Francis questioned Plaintiff's ability to communicate in English even though Defendant knowingly hired Plaintiff with limited English proficiency.

23. Plaintiff's supervisor, Francis, discriminated against Plaintiff and treated her differently from similar employees based on national origin.
24. Francis told Plaintiff that Plaintiff was not fit for the job based on limitations in English.
25. Shortly after the incident, Francis instructed Store Manager Rafael to terminate Plaintiff.
26. Rafael told Plaintiff she was not being terminated for performance.
27. Plaintiff responded that she understood she was not being fired for performance because the day before Rafael had complimented her work.
28. Rafael told Plaintiff he would not fire her and that he would speak with Human Resources.
29. Rafael instructed Plaintiff to return to work the following day.
30. When Plaintiff returned the next day, Rafael was off.
31. Rafael's assistant contacted Plaintiff and informed her that the only position available for her was in the kitchen peeling and cutting vegetables.
32. Plaintiff was effectively demoted to a kitchen position earning less money.
33. Plaintiff declined the reassignment to the kitchen position.
34. Defendant terminated Plaintiff and/or constructively terminated Plaintiff's employment on or about July 17, 2025, leaving Plaintiff unemployed less than three weeks after starting the job.
35. Plaintiff has been left without income because of Defendant's actions.
36. Plaintiff maintains that during the interview process with Defendant, Plaintiff underwent four interviews, three in English and one in Spanish, and passed all of them successfully.
37. Plaintiff reiterates that English proficiency was never required and that she relied on Defendant's representations regarding the position she was hired for.

38. Plaintiff has suffered emotional distress, financial hardship, and loss of employment opportunities as a result of the termination and forced demotion.

COUNT I

National Origin Discrimination in Violation of the FCRA against JOSEPH'S CLASSIC MARKET REALTY, LLC

39. Plaintiff realleges paragraphs 1 through 38 as if fully set forth herein.

40. At all times material hereto, Defendant failed to comply with the Florida Civil Rights Act of 1992, Florida Statutes Section 760.10, which in its relevant section states it is an unlawful employment practice for an employer to discriminate or discharge or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's national origin.

41. The applicable statute, Florida Civil Rights Act of 1992, prohibits an employer from making employment decisions, or from taking any personnel action affecting the terms, conditions, and privileges of one's employment, based upon national origin considerations or reasons.

42. Plaintiff is a member of a protected class under the Florida Civil Rights Act.

43. By the conduct described above, Defendant has engaged in discrimination against Plaintiff because of Plaintiff's national origin and subjected the Plaintiff to national origin-based animosity.

44. Such discrimination was based upon the Plaintiff's national origin in that Plaintiff would not have been the object of discrimination but for the fact that Plaintiff's national origin is Peruvian.

45. Defendant violated the Florida Civil Rights Act of 1992 (FCRA) by discriminating against Plaintiff because of her national origin in the terms, conditions, and privileges of employment.
46. Defendant's conduct complained of herein was willful and in disregard of Plaintiff's protected rights. Defendant and its supervisory personnel were aware that discrimination on the basis of national origin was unlawful but acted in reckless disregard of the law.
47. At all times material hereto, the employees exhibiting discriminatory conduct towards Plaintiff possessed the authority to affect the terms, conditions, and privileges of Plaintiff's employment with the Defendant.
48. Defendant retained all employees who exhibited discriminatory conduct toward the Plaintiff and did so despite the knowledge of said employees engaging in discriminatory actions.
49. As a result of Defendant's actions, as alleged herein, Plaintiff has been deprived of rights, has been exposed to ridicule and embarrassment, and has suffered emotional distress and damage.
50. Moreover, as a further result of the Defendant's unlawful national origin-based discriminatory conduct, the Plaintiff has been compelled to file this action, and he has incurred the costs of litigation.
51. The representatives, and the Defendant's failure to make prompt remedial action to the conduct of Defendant, by and through the conduct of its agents, employees, and/or prevent continued discrimination against the Plaintiff, deprived the Plaintiff of statutory rights under State law.
52. The actions of the Defendant and/or its agents were willful, wanton, and intentional, and with malice or reckless indifference to the Plaintiff's statutorily protected rights, thus

entitling Plaintiff to damages in the form of compensatory and punitive damages pursuant to State law, to punish the Defendant for its actions and to deter it and others from such action in the future.

53. Plaintiff has suffered and will continue to suffer both irreparable injury and compensable damages as a result of Defendant's discriminatory practices unless and until this Honorable Court grants relief.

WHEREFORE, Plaintiff respectfully prays for the following relief against Defendant:

- A. Declare that the acts complained of herein are in violation of the Florida Civil Rights Act.
- B. Award Plaintiff compensatory damages for emotional distress, embarrassment, and humiliation.
- C. Grant a permanent injunction enjoining the Defendant, its officers, successors, assigns, and all persons in active concert or participation with it, from engaging in any employment practice that discriminates.
- D. Reinstate Plaintiff to the same position he held before the retaliatory personnel action, or to an equivalent position.
- E. Reinstate full fringe benefits and seniority rights to Plaintiff.
- F. Order Defendant to make Plaintiff whole by compensating Plaintiff for lost wages and benefits, including front pay and back pay with prejudgment interest.
- G. For a money judgment representing prejudgment interest.
- H. Grant Plaintiff's costs of this action, including reasonable attorney's fees.
- I. Grant Plaintiff a trial by jury; and
- J. Grant such other and further relief as the Court deems just and proper.

COUNT II

Retaliation in Violation of the FCRA against JOSEPH'S CLASSIC MARKET REALTY, LLC

54. Plaintiff realleges paragraphs 1 through 38 as if fully set forth herein.

55. Defendant is an employer as that term is used under the applicable statutes referenced above.

56. The foregoing allegations establish a cause of action for unlawful retaliation after Plaintiff engaged in a statutorily protected activity under the FCRA.

57. The foregoing unlawful acts by Defendant were purposeful.
58. Plaintiff engaged in statutorily protected activity by complaining to Defendant's Human Resources department regarding the discriminatory treatment she experienced based on her Peruvian national origin and limited English proficiency.
59. There is a causal connection between Plaintiff's engagement in statutorily protected activity and Defendant's subsequent adverse employment actions, including the removal of her from the position for which she was hired and the termination of her employment.
60. As a direct and proximate result of the foregoing unlawful acts and omissions, Plaintiff has suffered mental anguish, emotional distress, expense, loss of benefits, embarrassment, humiliation, damage to reputation, illness, lost wages, loss of capacity for the enjoyment of life, and other tangible and intangible damages.
61. These damages are continuing and are permanent.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court enter judgment against the Defendant; find that the Defendant indeed violated the FCRA, and in addition, order the following additional relief:

- A. Declare that the acts complained of herein are in violation of the Florida Civil Rights Act.
- B. Award Plaintiff compensatory damages for emotional distress, embarrassment, and humiliation.
- C. Grant a permanent injunction enjoining the Defendant, its officers, successors, assigns, and all persons in active concert or participation with it, from engaging in any employment practice which discriminates.
- D. Reinstate Plaintiff to the same position he held before the retaliatory personnel action, or to an equivalent position.
- E. Reinstate full fringe benefits and seniority rights to Plaintiff.
- F. Order Defendant to make Plaintiff whole, by compensating Plaintiff for lost wages, benefits, including front pay, back pay with prejudgment interest.
- G. For a money judgment representing prejudgment interest.
- H. Grant Plaintiff's costs of this action including reasonable attorney's fees.
- I. Grant Plaintiff a trial by jury; and

J. Grant such other and further relief as the Court deems just and proper.

COUNT III

***National Origin Discrimination in Violation of the FCRA against
BOCA FOOD MARKET, LLC***

62. Plaintiff re-adopts every factual allegation as stated in paragraphs 1-38 of this Complaint as if set out in full herein.
63. At all times material hereto, Defendant failed to comply with the Florida Civil Rights Act of 1992 Florida Statutes Section 760.10 which in its relevant section states it is an unlawful employment practice for an employer to discriminate or discharge or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's national origin.
64. The applicable statute, Florida Civil Rights Act of 1992, prohibits an employer from making employment decisions, or from taking any personnel action affecting the terms, conditions, and privileges of one's employment, based upon national origin considerations or reasons.
65. Plaintiff is a member of a protected class under the Florida Civil Rights Act.
66. By the conduct described above, Defendant has engaged in discrimination against Plaintiff because of Plaintiff's national origin and subjected the Plaintiff to national origin-based animosity.
67. Such discrimination was based upon the Plaintiff's national origin in that Plaintiff would not have been the object of discrimination but for the fact that Plaintiff's national origin.
68. Defendant violated the Florida Civil Rights Act of 1992 (FCRA) by discriminating against Plaintiff because of her national origin in the terms, conditions, and privileges of employment.

69. Defendant's conduct complained of herein was willful and in disregard of Plaintiff's protected rights. Defendant and its supervisory personnel were aware that discrimination on the basis of national origin was unlawful but acted in reckless disregard of the law.
70. At all times material hereto, the employees exhibiting discriminatory conduct towards Plaintiff possessed the authority to affect the terms, conditions, and privileges of Plaintiff's employment with the Defendant.
71. Defendant retained all employees who exhibited discriminatory conduct toward the Plaintiff and did so despite the knowledge of said employees engaging in discriminatory actions.
72. As a result of Defendant's actions, as alleged herein, Plaintiff has been deprived of rights, has been exposed to ridicule and embarrassment, and has suffered emotional distress and damage.
73. Moreover, as a further result of the Defendant's unlawful national origin-based discriminatory conduct, the Plaintiff has been compelled to file this action, and he has incurred the costs of litigation.
74. The representatives, and the Defendant's failure to take prompt remedial action regarding the conduct of Defendant, by and through the conduct of its agents, employees, and/or to prevent continued discrimination against the Plaintiff, deprived the Plaintiff of statutory rights under State law.
75. The actions of the Defendant and/or its agents were willful, wanton, and intentional, and with malice or reckless indifference to the Plaintiff's statutorily protected rights, thus entitling Plaintiff to damages in the form of compensatory and punitive damages pursuant to State law, to punish the Defendant for its actions and to deter it and others from such action in the future.

76. Plaintiff has suffered and will continue to suffer both irreparable injury and compensable damages as a result of Defendant's discriminatory practices unless and until this Honorable Court grants relief.

WHEREFORE, Plaintiff respectfully prays for the following relief against Defendant:

- A. Declare that the acts complained of herein are in violation of the Florida Civil Rights Act.
- B. Award Plaintiff compensatory damages for emotional distress, embarrassment, and humiliation.
- C. Grant a permanent injunction enjoining the Defendant, its officers, successors, assigns, and all persons in active concert or participation with it, from engaging in any employment practice that discriminates.
- D. Reinstate Plaintiff to the same position he held before the retaliatory personnel action, or to an equivalent position.
- E. Reinstate full fringe benefits and seniority rights to Plaintiff.
- F. Order Defendant to make Plaintiff whole by compensating Plaintiff for lost wages and benefits, including front pay and back pay with prejudgment interest.
- G. For a money judgment representing prejudgment interest.
- H. Grant Plaintiff's costs of this action including reasonable attorney's fees.
- I. Grant Plaintiff a trial by jury; and
- J. Grant such other and further relief as the Court deems just and proper.

COUNT IV

Retaliation in Violation of the FCRA Against BOCA FOOD MARKET, LLC

77. Plaintiff re-adopts and incorporates paragraphs 1 through 38 of this complaint as if set out in full herein.

78. Defendant is an employer as that term is used under the applicable statutes referenced above.

79. The foregoing allegations establish a cause of action for unlawful retaliation after Plaintiff engaged in a statutorily protected activity under the FCRA.

80. The foregoing unlawful acts by Defendant were purposeful.

81. Plaintiff engaged in statutorily protected activity by complaining to Defendant's Human Resources department regarding the discriminatory treatment she experienced based on her Peruvian national origin.
82. There is a causal connection between Plaintiff's engagement in statutorily protected activity and Defendant's subsequent adverse employment actions, including the removal of her from the position for which she was hired and the termination of her employment.
83. As a direct and proximate result of the foregoing unlawful acts and omissions, Plaintiff has suffered mental anguish, emotional distress, expense, loss of benefits, embarrassment, humiliation, damage to reputation, illness, lost wages, loss of capacity for the enjoyment of life, and other tangible and intangible damages.
84. These damages are continuing and are permanent.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court enter judgment against the Defendant; find that the Defendant indeed violated the FCRA, and in addition, order the following additional relief:

- A. Declare that the acts complained of herein are in violation of the Florida Civil Rights Act.
- B. Award Plaintiff compensatory damages for emotional distress, embarrassment, and humiliation.
- C. Grant a permanent injunction enjoining the Defendant, its officers, successors, assigns, and all persons in active concert or participation with it, from engaging in any employment practice which discriminates.
- D. Reinstate Plaintiff to the same position he held before the retaliatory personnel action, or to an equivalent position.
- E. Reinstate full fringe benefits and seniority rights to Plaintiff.
- F. Order Defendant to make Plaintiff whole, by compensating Plaintiff for lost wages, benefits, including front pay, back pay with prejudgment interest.
- G. For a money judgment representing prejudgment interest.
- H. Grant Plaintiff's costs of this action including reasonable attorney's fees.
- I. Grant Plaintiff a trial by jury; and
- J. Grant such other and further relief as the Court deems just and proper.

COUNT V

***Wage & Hour Federal Statutory Violation Against
JOSEPH'S CLASSIC MARKET REALTY, LLC***

85. Plaintiff re-adopt each and every factual allegation as stated in paragraphs 1 through 38 of this complaint as if set out in full herein.
86. This action is brought by Plaintiff to recover from Defendants unpaid minimum wage and 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."
87. Jurisdiction is conferred on this Court by Title 29 U.S.C. § 216(b).
88. At all times pertinent to this Complaint, Defendant operated as an organization which sells and/or markets its services and/or goods to customers from throughout the United States and also provides its services for goods sold and transported from across state lines of other states, and the Defendant obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business, transmits funds outside the State of Florida, and otherwise regularly engages in interstate commerce, particularly with respect to its employees.
89. Upon information and belief, the annual gross revenue of the Defendant was at all times material hereto in excess of \$500,000 per annum, and, by virtue of working in interstate commerce, otherwise satisfies the FLSA's coverage requirements.

90. By reason of the foregoing, the Defendant is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §§ 3 (r) and 3(s) of the FLSA, 29 U.S.C. § 203(r) and 203(s). Defendant's business activities involve those to which the Fair Labor Standards Act applies. The Plaintiff's work for the Defendant likewise affects interstate commerce.
91. Plaintiff seeks to recover for unpaid wages accumulated from the date of hire and/or from 3 (three) years from the date of the filing of this complaint.
92. At all times material hereto, the Defendant 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 performed services and worked in excess of the maximum hours provided by the FLSA but no provision was made by the Defendant to properly pay at the rate of time and one half for all hours worked in excess of forty hours (40) per workweek as provided in the FLSA.
93. Defendant knew and/or showed reckless disregard of the provisions of the FLSA concerning the payment of overtime wages as required by the Fair Labor Standards Act and remain owing Plaintiff these unpaid wages since the commencement of Plaintiff's employment with Defendant as set forth above. As such, Plaintiff is entitled to recover double damages.
94. 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.

WHEREFORE, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights,
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid wages and overtime compensation for hours worked in excess of forty (40) weekly, with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the

circumstances.

COUNT VI Wage & Hour Federal Statutory Violation against

BOCA FOOD MARKET, LLC

95. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 38 of this complaint as if set out in full herein.

96. This action is brought by Plaintiff to recover from Defendants unpaid minimum wage and 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."

97. Jurisdiction is conferred on this Court by Title 29 U.S.C. § 216(b).

98. At all times pertinent to this Complaint, Defendant operated as an organization which sells and/or markets its services and/or goods to customers from throughout the United States and also provides its services for goods sold and transported from across state lines of other states, and the Defendant obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business, transmits funds outside the State of Florida, and otherwise regularly engages in interstate commerce, particularly with respect to its employees.

99. Upon information and belief, the annual gross revenue of the Defendant was at all times material hereto in excess of \$500,000 per annum, and, by virtue of working in interstate commerce, otherwise satisfies the FLSA's coverage requirements.

100. By reason of the foregoing, the Defendant is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §§ 3 (r) and 3(s) of the FLSA, 29 U.S.C. § 203(r) and 203(s). Defendant's business activities involve those to which the Fair Labor Standards Act applies. The Plaintiff's work for the Defendant likewise affects interstate commerce.
101. Plaintiff seeks to recover unpaid wages accumulated from the date of hire and/or from 3 (three) years before the filing of this complaint.
102. At all times material hereto, the Defendant 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 performed services and worked in excess of the maximum hours provided by the FLSA, but no provision was made by the Defendant to properly pay at the rate of time and one-half for all hours worked in excess of forty hours (40) per workweek as provided in the FLSA.
103. Defendant knew and/or showed reckless disregard of the provisions of the FLSA concerning the payment of overtime wages as required by the Fair Labor Standards Act and remain owing Plaintiff these unpaid wages since the commencement of Plaintiff's employment with Defendant as set forth above. As such, Plaintiff is entitled to recover double damages.
104. 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.

WHEREFORE, Plaintiff respectfully pray for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff rights,
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid wages and overtime compensation for hours worked in excess of forty (40) weekly, with interest;

- and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
 - D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
 - E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

COUNT VII

Wage & Hour Federal Statutory Violation Against JOSEPH ACIERNO

105. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 38 of this complaint as if set out in full herein.
106. At the times mentioned, Defendant was, and is now, a corporate officer of corporate Defendant, JOSEPH'S CLASSIC MARKET REALTY, LLC, and BOCA FOOD MARKET, LLC.
107. Defendant was an employer of Plaintiff 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 Defendant employer in relation to the employees of Defendant employer, including Plaintiff.
108. Defendant had operational control of the business and is thus jointly liable for Plaintiff's damages.
109. Defendant willfully and intentionally refused to properly pay Plaintiff overtime wages as required by the law of the United States as set forth above and remains owing Plaintiff these overtime wages since the commencement of Plaintiff's employment with Defendant as set forth above.

WHEREFORE, Plaintiff respectfully pray for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights.

- B. Award Plaintiff actual damages in the amount shown to be due for unpaid wages and overtime compensation for hours worked in excess of forty (40) weekly, with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees.
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

JURY DEMAND

Plaintiff demands trial by jury of all issues triable as of right by jury.

Dated: October 6, 2026

Respectfully submitted,

/s/ Jason S. Remer

Jason S. Remer, Esq.

Florida Bar No.: 165580

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