

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
NORTHERN DIVISION

ALFREDO JOSE HUERTA,)
SEFERINO CARILLO GOMEZ)
individually and on behalf of all)
similarly situated persons)
)
Plaintiffs,)
)
vs.)
)
SIMON K'S, LTD. D/B/A SIMON'S)
RESTAURANT, SIMON KRINGAS,)
CHRIST KRINGAS and)
KATHERINA IOANOU)
)
Defendants)
)

No.
JURY DEMAND

COMPLAINT

NOW COMES the Plaintiffs, ALFREDO JOSE HUERTA and SEFERINO CARILLO GOMEZ (hereafter, "Huerta," "Gomez," or "Plaintiffs" or "the class"), by and through their attorneys, THE LAW OFFICES OF COLLEEN MCLAUGHLIN, on behalf of themselves and all similarly situated persons under the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*; the Illinois Minimum Wage Law (IMWL), 820 ILCS § 105/1 *et seq.*; and the Illinois Wage Payment and Collection Act (IWPCA), 820 ILCS § 115/1 *et seq.*, and complain of Defendants SIMON K'S, LTD., D/B/A SIMON'S RESTAURANT (hereinafter referred to as "Simon's"), and individuals SIMON KRINGAS, CHRIST KRINGAS and KATHERINA ("KATHY") IOANOU, (hereafter, "Defendant Ioanou"), as follows:

NATURE OF PLAINTIFFS' CLAIMS

1. This lawsuit arises under the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.* (“FLSA”). Specifically, Defendants have violated the FLSA by paying Plaintiff Huerta and all similarly situated servers employed by Defendants, less than the minimum wage because they are not entitled to take the “tip credit” against the minimum wage under the FLSA. Also, Defendants have violated the FLSA by improperly deducting the cost of meals from Plaintiff Huerta’s, and all similarly situated servers employed by Defendants, wages. In addition, Defendants have violated the FLSA by paying Plaintiff Gomez and all similarly situated busboys and dishwashers employed by Defendants less than minimum wage. Finally, Defendants have violated the FLSA by failing to pay overtime to Plaintiffs, Huerta and Gomez, as well as all similarly situated servers, busboys, and dishwashers employed by Defendants.

2. Plaintiffs also bring claims under the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.*, (“IMWL”), for Defendants’ failure to pay minimum wages and overtime. Specifically, Defendants have violated the IMWL, by paying Plaintiff Huerta and all similarly situated servers employed by Defendants, less than the state minimum wage because they are not entitled to take the “tip credit” against the minimum wage under the IMWL. Also, Defendants have deducted the cost of meals from Plaintiff Huerta and all similarly situated servers employed by Defendants, wages in violation of the IMWL. In addition, Defendants have violated the IMWL by paying Plaintiff Gomez and all other similarly situated dishwashers and busboys, less than minimum wage. Finally, Defendants have violated the IMWL by failing to pay overtime to Plaintiffs, Huerta and Gomez, as well as all other similarly situated servers, dishwashers, and busboys employed by Defendant.

3. Plaintiff Huerta’s and the putative Plaintiff Class of servers’ claims also fall under the Illinois Wage Payment and Collection Act 820 ILCS 115/1 *et seq.* (“IWPCA”), for

Defendants' improper deductions from the wages of Huerta and all other similarly situated servers employed by Defendants, for the cost of meals.

4. Plaintiff Huerta, individually, brings claims against Defendants for retaliatory discharge in violation of the IMWL and the FLSA.

JURISDICTION

5. This action is brought as an opt-in collective action pursuant to the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 216(b) ("FLSA"), and as a Rule 23 class action pursuant to Federal Rule of Civil Procedure ("FRCP") 23, the Illinois Minimum Wage Law, 820 ILCS § 105/1 *et seq.* ("IMWL") and the Illinois Wage Payment and Collection Act, 820 ILCS § 115/1 *et seq.* Jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331 and supplemental jurisdiction over the state claims is asserted under 28 U.S.C. § 1367.

PARTIES

6. Plaintiff Alfredo Jose Huerta ("Huerta") resides in Villa Park, Illinois and is a former employee of Defendants. Huerta worked as a server for Simon's Restaurant from February 2002 until he was terminated on July 13, 2011. Throughout his employment, Huerta was paid an hourly rate that is less than the minimum wage.

7. Plaintiff Seferino Carillo Gomez ("Gomez") resides in Villa Park, Illinois and is a former employee of Defendants. Gomez worked as a dishwasher for Simon's from approximately July of 2007 until approximately July of 2009. In addition, Gomez worked as a busboy for Simon's from approximately July of 2009 until he was terminated on July 3, 2011. Throughout his employment, Gomez was paid an hourly rate that is less than the minimum wage.

8. Plaintiffs, and all other unnamed Plaintiffs of the class, known and unknown (hereinafter referred to as "members of the Plaintiff Class" or "putative Plaintiff Class"), are

non-exempt, present or past, servers, dishwashers or busboys employed by Defendants who have not been paid and are due minimum wages, overtime, and/or repayment of monies improperly deducted from their wages under the FLSA, IMWL and the IWPCA.

9. At all times during their employment Huerta and Gomez and the putative Class of Plaintiffs were “employees” of Defendants within the meaning of the FLSA, 29 U.S.C. § 203(e)(1); the IMWL, 820 ILCS § 105/3(d), and the IWPCA, 820 ILCS § 115/2.

10. Simon’s is a restaurant located at 2 West Roosevelt Road in Villa Park, Illinois.

11. Defendants Simon and Christ Kringas are both owners of Simon’s.

12. Defendant Ioanou (daughter of Christ Kringas and the sister of Simon Kringas) is a Manager at Simon’s.

13. Defendants effectuated and knowingly permitted the practices complained about herein.

14. Defendants are “employers” within the meaning of the FLSA, 29 U.S.C. § 203(d), the IMWL, 820 ILCS § 105/3(c), and the IWPCA, 820 ILCS § 115/2.

FACTUAL BACKGROUND

15. During Huerta’s term of employment, Defendants maintained an electronic system (“computers”) that recorded customer orders, revenue details, and time worked by employees at Defendants.

16. During Huerta’s term of employment, all hours worked by all members of the Plaintiff Class (servers, dishwashers, and busboys at Simon’s), were electronically recorded on the “computers” at the restaurant.

17. All members of the Plaintiff Class would “punch in” on the computer using a numeric code provided to them by Defendants when they arrived to work.

18. After punching in, members of the Plaintiff Class would begin working.

19. When their work was completed, members of the Plaintiff Class would “punch out” on the computer using the same numeric code they used to “punch in.”

20. During Huerta’s term of employment, in his capacity as a server employed by Defendants, Huerta and all other members of the Plaintiff Class who were employed as servers, regularly received more than thirty (30) dollars in tips from customers in recognition of services performed each month.

21. Defendants’ servers have traditionally received most of their compensation from tips given to them by customers.

22. Defendants’ servers have been paid a base wage that is less than the federal minimum wage and is less than the minimum wage of Illinois.

23. Defendants utilized a “tip credit” to pay servers a direct wage that is less than the minimum wage under state and federal law.

24. Defendants have not met the federal and state legal requirements to take a “tip credit” against the minimum wage for servers.

25. Defendants did not notify or inform any member of the Plaintiff Class of their intention to take a “tip credit” under the FLSA or IMWL.

26. Plaintiff Gomez and all other members of the Plaintiff Class who were employed as busboys and dishwashers were paid a fixed amount of “shift pay” each week, supposedly accounting for every shift they worked.

27. The shift pay Defendants paid Plaintiff Gomez and the Plaintiff Class of dishwashers and busboys, resulted in an hourly rate of compensation that was less than minimum wage.

28. Defendants paid Huerta and other members of the Plaintiff Class who were employed as servers by check each week.

29. Defendants did not permit Plaintiff Huerta and all other members of the Plaintiff Class who were employed as servers by Defendants, to retain all their tips.

30. Plaintiff Huerta and other members of the Plaintiff Class who were employed as servers by Defendants were required to share a portion their tips with Defendants.

31. At the end of each shift, Defendants would collect a portion of the tips Plaintiff Huerta and all other members of the Plaintiff Class who were employed as servers by Defendants, earned from their customers.

32. Defendants advised Plaintiff Huerta and all other members of the Plaintiff Class who were employed as servers by Defendants, that the portion of the tips that the Defendants retained was to be distributed among the busboys as tips and as part of a “tip pool.”

33. However, Plaintiff Gomez and other members of the Plaintiff Class who were employed as busboys, never received any tips Defendants collected from the servers.

34. Plaintiffs, Huerta, Gomez, and other members of the Plaintiff Class who were employed as servers, dishwashers, and busboys, were directed by Defendants to work, and actually did regularly work, in excess of forty (40) hours in a workweek.

35. Defendants had a policy against paying overtime to employees who worked in excess of forty (40) hours per workweek.

36. Defendants were aware of their obligation to pay their employees minimum wage and overtime, and chose not to pay Plaintiffs, Huerta, Gomez, or any other member of the Plaintiff Class, accordingly.

37. Defendants acted intentionally and in bad faith in failing to compensate Huerta, Gomez, and other members of the Plaintiff Class, for all of the work they performed.

38. During Plaintiff Huerta's term of employment, Defendants deducted twenty-five (25) cents per hour, for every recorded hour worked, as a "meal" deduction from Plaintiff Huerta's weekly compensation and from the compensation of all other members of the Plaintiff Class who were employed as servers by Defendants.

39. Defendants never sought the consent of Huerta, nor any other member of the Plaintiff Class, in advance of making the meal deduction described above.

40. Neither Huerta, nor any other member of the Plaintiff Class, provided their consent, in writing or otherwise, permitting Defendants to take a meal deduction from their compensation.

41. Defendants did not provide Plaintiffs and the putative Plaintiff Class of servers, busboys, and dishwashers employed by Defendants with meals.

42. Defendants were aware of their obligation to obtain consent from their employees to make deductions from wages.

43. Defendants were aware of their obligation to provide meals to their employees in exchange for the deduction Defendants took from their employees' wages.

44. Defendants acted intentionally and in bad faith in failing to obtain consent from their employees prior to taking a meal deduction from employees' compensation.

45. Defendants acted intentionally and in bad faith by deducting money from their employees' compensation for meals, but failing to provide meals to their employees.

46. Defendants failed to post notices of employee rights and employer obligations required under the FLSA, IMWL, and the IWPCA.

47. Defendants were required to maintain accurate records of hours worked by Plaintiffs, Huerta, Gomez, and the putative Plaintiff Class.

48. At all relevant times mentioned herein, Defendants failed to maintain accurate records of the hours worked by the Plaintiff Class.

49. Plaintiff Huerta noticed that his pay stubs did not reflect all the hours that he worked at Simon's.

50. Plaintiff Huerta complained to Simon and Christ Kringas about Defendants' failure to properly pay their employees for all hours worked, specifically, that Defendants failed to properly pay their employees overtime. In doing so, Huerta also warned that he intended to make a formal complaint with the Department of Labor.

51. On July 13, 2011, Plaintiff Huerta complained to Manager Ioanou that Defendants failed to provide their employees with breaks and failed to properly pay employees overtime. In response to Huerta's complaint, Ioanou fired Huerta and, in doing so, stated that she was "tired" of Huerta "complaining" about entitlement to "overtime," "breaks" and his intention to go to the Department of Labor.

COUNT I
Violation of Fair Labor Standards Act
Collective Action Claims

52. Paragraphs 1 – 51 are re-alleged and incorporated as though set forth fully herein.

53. This Count arises from Defendants' violation of the FLSA, 29 U.S.C. §§ 206-207, for Defendants' failure to pay Plaintiffs and all other similarly situated at a rate no less than the minimum wage, and for their failure to pay at the overtime rate for all hours worked in excess of forty (40) in a workweek.

54. Pursuant to 29 U.S.C. § 216(b), this action may be maintained by Plaintiffs who have been damaged by Defendants' failure to comply with 29 U.S.C. §§ 206-207. Plaintiff

Huerta and Plaintiff Gomez attach as Exhibit A, their Notices of Consent to become a Party Plaintiff in a Collective Action under the FLSA.

55. Pursuant to the FLSA, 29 U.S.C. § 201 *et seq.*, Plaintiffs, Huerta, Gomez, and the putative Plaintiff Class are entitled to compensation at a rate of at least the minimum wage for all hours worked and at a rate not less than one and one-half their regular rate of pay for all hours worked in excess of forty (40) in any week during the three (3) years preceding the filing of this Complaint.

56. The putative Plaintiff Class, including Plaintiffs, Huerta and Gomez, as well as all past and present servers, busboys, and dishwashers employed by Defendants who performed non-exempt work and who were not paid at or above the minimum wage and were not paid the overtime rate for all hours worked in excess of forty (40) in a workweek are similarly situated to Huerta and Gomez in that Defendants have applied their compensation policies to pay below the minimum wage and to not pay the overtime rate for all hours worked in excess of forty (40) in a workweek to all members of the putative Plaintiff Class.

57. Defendants' conduct in failing to pay Plaintiffs, Huerta, Gomez, and the putative Class of Plaintiffs the minimum wage and inappropriate claiming of the "tip credit," as set forth above, violates the FLSA.

58. The putative Plaintiff Class, including Plaintiffs, Huerta and Gomez, as well as all past and present servers, busboys, and dishwashers employed by Defendants, are or were engaged in duties and responsibilities integral to the operation of Simon's Restaurant, and neither Plaintiffs, Huerta, Gomez, nor any member of the putative Plaintiff Class has received the hourly minimum wage or proper overtime compensation for all hours worked over forty (40) in a workweek.

59. The aforementioned failure to pay minimum wages and overtime by Defendant violates the minimum wage and overtime provisions of the FLSA 29 U.S.C. § 213.

60. Plaintiffs' experiences are typical of the experiences of the putative Plaintiff Class.

61. For all members of the putative Class to become fully aware of their right to join this cause of action, it is necessary to send notice to the entire putative Plaintiff Class to provide them with an opportunity to consent to participate in this action as provided by 29 U.S.C. § 216(b).

62. Defendants knew or should have known of the FLSA requirements to pay employees minimum wage for all hours worked and overtime for all hours over forty (40) worked in a week. The aforementioned failure to pay minimum wages and overtime by Defendant was willful, entitling putative Plaintiff Class to compensation at a rate of not less than one and one-half times their regular rate of pay for all hours worked in excess of forty (40) in any given week during the three (3) years preceding the filing of this Complaint.

WHEREFORE, Plaintiffs, Huerta and Gomez, on behalf of themselves and the Class of Plaintiffs, respectfully request this Court to enter an Order as follows:

- a. Entering an injunction precluding Defendants from violating the FLSA;
- b. Permission for current and former servers, busboys, and dishwashers employed by Defendants and paid less than the state minimum wage to opt-in to this action, pursuant to § 216(b) of the FLSA;
- c. Backpay equal to the amount of all unpaid wages for the three (3) years preceding the filing of this Complaint, pursuant to the applicable statute of limitations for willful violations of the FLSA;

- d. Liquidated damages equal to the amount of unpaid back wages, pursuant to 29 U.S.C. § 216(b);
- e. Prejudgment interest with respect to the amount of unpaid overtime compensation;
- f. Reasonable attorneys' fees and costs incurred in conjunction with the instant action; and
- g. Such additional relief as the Court deems just and appropriate under the circumstances.

COUNT II
Violation of the Illinois Minimum Wage Law
Class Action Claims

- 63. Paragraphs 1 – 51 are re-alleged and incorporated as though set forth fully herein.
- 64. Plaintiff brings this action pursuant to 820 ILCS 105/12(a).
- 65. The matters set forth in this Count arise from Defendants' violations of the minimum wage, 820 ILCS 105/4, and overtime compensation provisions of the IMWL, ILCS 105/4(a).
- 66. Plaintiffs, Huerta, Gomez, and the putative Plaintiff Class were entitled to be paid at or above the minimum wage and the applicable overtime rate of time and half for all hours worked in excess of forty (40) in a workweek.
- 67. Defendants violated the Illinois Minimum Wage Law, 820 ILCS 105/4(a), by refusing to compensate Huerta, Gomez, and the Class of Plaintiffs for overtime for all hours worked in excess of forty (40) per week.
- 68. Defendants' conduct in failing to pay Plaintiffs, Huerta, Gomez, and the putative Class of Plaintiffs the minimum wage and inappropriate claiming of the "tip credit," as set forth above, violates the IMWL.

69. Plaintiffs seek certification of this lawsuit as a class action so that their rights, and those of the putative Plaintiff Class, may be protected.

70. This action is brought as a class action under FRCP 23 because the number of individuals who comprise the putative Plaintiff Class is so numerous that joinder is impracticable. The precise number has not been determined at this time. Plaintiffs believe that Defendants have employed in excess of fifty (50) individuals who have been subjected to Defendants' common unlawful pay practices during the statutory three (3) year period preceding the filing of this Complaint.

71. Plaintiffs and the putative Plaintiff Class have all been affected by Defendants' practices, specifically their failure to properly pay minimum and overtime wages.

72. The issues involved in this lawsuit present common questions of law and fact, which predominate over any variations that may exist between Plaintiffs and members of the putative Plaintiff Class.

73. Plaintiffs, the putative Plaintiff Class, and Defendants have commonality of interest in the subject matter and remedies sought herein.

74. Plaintiffs are able to fairly and adequately represent and protect the interests of the members of the putative Plaintiff Class.

75. Plaintiffs' Counsel is competent and experienced in litigating large wage and hour class and collective actions.

76. Individual actions, brought by each member of the putative Plaintiff Class, would result in a multiplicity of actions, and create a hardship to the members of the putative class, the Court, and Defendants. Accordingly, a class action is an appropriate method for the fair and efficient adjudication of the instant claims.

77. Defendants' records are material to Plaintiffs' case as they disclose the identity of the employees, the hours worked by each employee, and what each employee was paid for that work.

78. Pursuant to 820 ILCS 105/12(a), Plaintiffs and the putative Plaintiff Class are entitled to recover unpaid wages for three years prior to the filing of this suit, plus punitive damages in the amount of two percent (2%) per month of the amount of underpayments.

WHEREFORE, Plaintiffs, Huerta and Gomez, on behalf of themselves and the putative Class of Plaintiffs, respectfully requests this Court to enter an Order as follows:

- A. Enjoining Defendants from violating the IMWL;
- B. Determining that this action may be maintained as a class action, pursuant to FRCP 23;
- C. Appointing Plaintiffs as Class representatives;
- D. Appointing Plaintiffs' Counsel as Class Counsel;
- E. Restitution for the full minimum wage due to the servers, busboys, and dishwashers, and all others similarly situated under the IMWL;
- F. Judgment in the amount equal to all unpaid overtime wages due to the servers, busboys, and dishwashers, and all others similarly situated, under the IMWL;
- G. Prejudgment interest on backpay in accordance with 820 ILCS 205/2;
- H. Statutory damages pursuant to 820 ILCS 105/12(a);
- I. Reasonable attorneys' fees and costs incurred in conjunction with the instant action; and
- J. Such additional relief as the Court deems just and appropriate under the circumstances.

COUNT III
Violation of the Illinois Wage Payment and Collection Act
Class Action Claims

79. Paragraphs 1 – 51 are re-alleged and incorporated as though set forth fully herein.

80. The matters set forth in this Count arise from Defendants' violations of IWPCA, 820 ILCS § 115/1 *et seq.*

81. Under the IWPCA, "deductions by employers from wages ... are prohibited unless such deductions are (1) required by law; (2) to the benefit of the employee; (3) in response to a valid wage assignment or wage deduction order; (4) made with the express written consent of the employee, given freely at the time the deduction is made . . ." 820 ILCS 115/9.

82. Defendants deducted \$0.25 per hour from employees' wages as a meal deduction without the express written consent of Plaintiff Huerta or the putative Plaintiff IWPCA Class, in violation of the IWPCA.

83. Despite having taken a \$0.25 per hour deduction from employees' wages as a meal deduction, Defendants did not actually furnish employees with meals.

84. Plaintiff Huerta, and all other unnamed Plaintiffs of the class, known and unknown (hereinafter referred to as "members of the WPCA Plaintiff Class"), are non-exempt, present or past servers, employed by Defendants who are due repayment of monies improperly deducted from their wages under the IWPCA.

85. This action is brought as a class action pursuant to FRCP 23 because the putative WPCA Plaintiff Class of servers employed by Defendants is so numerous that joinder of all class members is impracticable.

86. Plaintiffs believe Defendants have employed approximately thirty (30) persons who have been subject to the Defendants' common unlawful pay practices under the IWPCA.

87. Plaintiff Huerta and the putative WPCA Plaintiff Class of servers employed by Defendants have all been affected by Defendants' unlawful wage deductions.

88. Plaintiff Huerta's experiences are typical of the experiences of the putative WPCA Plaintiff Class of servers employed by Defendants.

89. The issues involved in this lawsuit present common questions of law and fact; these common questions of law and fact predominate over the variations, if any, which may exist between the members of the class.

90. Plaintiffs, Huerta and the putative WPCA Plaintiff Class of servers employed by Defendants, have a commonality of interest in the subject matter and the remedy sought.

91. Plaintiff Huerta is able to fairly and adequately represent and protect the interests of the IWPCA Class.

92. Plaintiffs' counsel is competent and experienced in litigating large wage and hour class and collective actions.

93. If individual actions were required to be brought by each member of the class injured or affected, the result would be a multiplicity of actions, creating a hardship to Plaintiff Huerta and the putative WPCA Plaintiff Class of servers employed by Defendants, to the Court and to Defendants. Accordingly, a class action is an appropriate method for the fair and efficient adjudication of this lawsuit and distribution of the common fund to which the class is entitled.

WHEREFORE, Plaintiff Huerta, on behalf of himself and the Class of WPCA Plaintiffs, respectfully requests this Court to enter an Order as follows:

- A. Enjoining Defendants from violating the IWPCA;
- B. Ordering Defendants to make an accounting of all meal deductions taken from Plaintiffs and the putative WPCA Class of Plaintiffs;

- C. To enter judgment in favor of the Plaintiffs and the class he represents, and against the Defendants for the improper meal deductions;
- D. Prejudgment interest with respect to the amount of improper meal deductions taken from employees' compensation; and
- E. For such other and further relief as may be just in law and in equity.

COUNT IV
Retaliation in Violation of Fair Labor Standards Act
Individual Claim

94. Paragraphs 1 – 51 are re-alleged and incorporated as though set forth fully herein.

95. The FLSA contains an anti-retaliation provision that forbids employers:

to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to [the Act], or has testified or is about to testify in such proceeding, or has served or is about to serve on an industry committee.

29 U. S. C. § 215(a)(3).

96. Plaintiff Huerta engaged in a statutorily protected activity when he complained to Defendant Ioanou, about Defendants' failure to properly pay overtime to employees at Simon's Restaurant.

97. Defendants, Ioanou and Simon's Restaurant, terminated Plaintiff Huerta in retaliation for making internal verbal complaints to Defendants regarding Defendants' failure to properly pay overtime to their employees.

98. By their conduct, Defendants willfully violated the anti-retaliation provisions of the FLSA.

99. As a direct result of Defendants' actions, Plaintiff has been damaged emotionally and monetarily.

WHEREFORE, Plaintiff Alfredo Jose Huerta respectfully requests this Court to enter an Order as follows:

- A. Entering a finding that Defendants have violated the anti-retaliation provisions of the FLSA by firing Plaintiff Huerta;
- B. Awarding Plaintiff Huerta the value of all lost compensation and benefits as a result of Defendants' unlawful conduct;
- C. Awarding Plaintiff Huerta the value of compensation and benefits he will lose in the future, as a result of Defendants' unlawful conduct;
- D. Awarding Plaintiff Huerta damages for emotional distress;
- E. Awarding Plaintiff Huerta compensatory damages;
- F. Awarding Plaintiff Huerta liquidated damages;
- G. Awarding Prejudgment interest;
- H. Reasonable attorneys' fees and costs incurred in conjunction with the instant action; and
- I. Such additional relief as the Court deems just and appropriate under the circumstances.

PLAINTIFFS DEMAND TRIAL BY JURY

Respectfully Submitted,

/s/ Elissa Hobfoll

Elissa Hobfoll

One of the Attorneys for Plaintiff

Colleen M. McLaughlin
Elissa J. Hobfoll
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1751 S. Naperville Rd., Ste. 209
Wheaton, IL 60187
603-221-0305

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
NORTHERN DIVISION

ALFREDO JOSE HUERTA,)
SEFERINO CARILLO GOMEZ)
individually and on behalf of all)
similarly situated persons)

Plaintiffs,)

vs.)

SIMON K'S, LTD. D/B/A SIMON'S)
RESTAURANT, SIMON KRINGAS,)
CHRIST KRINGAS and)
KATHY IOANOU)

Defendants)

No.

JURY DEMAND

NOTICE OF CONSENT TO BECOME A PARTY
PLAINTIFF IN A COLLECTIVE ACTION UNDER
THE FAIR LABOR STANDARDS ACT

By my signature below I represent to the court that I was employed by Simon K's, LTD., d/b/a Simon's Restaurant and I worked as Server between February 2002 and July 2011, inclusive, and that I have worked in excess of forty (40) hours in individual workweeks, and that I believe I have not been paid all overtime wages owed to me. I authorize through this Consent the prosecution of this lawsuit in my name.

My name is: Alfredo J Huerta (print your name)

My address is: 1535 S. Ardmore Ave ^{unit 13} (street address)

Village park IL 60181 (city, state, zip code)

My telephone number is: (630) 9917874

My signature: Alfredo J. Huerta Date: 9-07-2011



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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
NORTHERN DIVISION

ALFREDO JOSE HUERTA,)
SEFERINO CARILLO GOMEZ)
individually and on behalf of all)
similarly situated persons)

Plaintiffs,)

vs.)

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RESTAURANT, SIMON KRINGAS,)
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KATHY IOANOU)

Defendants)

No.

JURY DEMAND

**NOTICE OF CONSENT TO BECOME A PARTY
PLAINTIFF IN A COLLECTIVE ACTION UNDER
THE FAIR LABOR STANDARDS ACT**

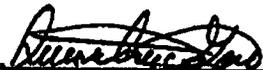
By my signature below I represent to the court that I was employed by Simon K's, LTD., d/b/a Simon's Restaurant and I worked as Dishwasher between July 2007 and July 2009 and a Busboy between July 2009 and July 2011, inclusive, and that I have worked in excess of forty (40) hours in individual workweeks, and that I believe I have not been paid all overtime wages owed to me. I authorize through this Consent the prosecution of this lawsuit in my name.

My name is: Seferino Carrillo Gómez (print your name)

My address is: 409 N. Beverly (street address)

Villa Park IL 60181 (city, state, zip code)

My telephone number is: 708.244.0519

My signature:  Date: 09/09/ 2011

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TRIBUNAL ESTADOUNIDENSE DEL DISTRITO DE
UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
NORTHERN DIVISION

ALFREDO JOSE HUERTA,)
SEFERINO CARILLO GOMEZ,)
individualmente y por parte de todos)
situados semejantemente,)

Demandantes,)

vs.)

SIMON K'S, LTD. D/B/A SIMON'S)
RESTAURANT, SIMON KRINGAS,)
CHRIST KRINGAS y)
KATHY IOANOU)

Demandados)

No.

JURADO DEMANDADO

**AVISO DEL CONSENTIMIENTO DE SER UN PARTE
DEMANDANTE EN UNA ACCIÓN COLECTIVA BAJO
EL FAIR LABOR STANDARDS ACT**

Por mi firma abajo represento a la tribunal que estaba empleado por Simon K's, LTD., d/b/a Simon's Restaurant y que trabajé como un Lavaplato entre julio 2007 y julio 2009 y como un ayudante de camarero entre julio 2009 y julio 2011, inclusive, y que he trabajado más que cuarenta (40) horas en semanas de trabajo individuales, y que creo que no he sido pagado el rato de sobretiempo debido a mí. Yo autorizo por este Consentimiento el procesamiento de este plcito bajo mi nombre.

Mi nombre es: Seferino Carrillo Gómez (Escriba su nombre)

Mi dirección es: 409 N Beverly (número de casa)

Villa park IL 60181 (ciudad, estado, código postal)

Mi número de teléfono es: 708 2440519

Mi firma: 

Fecha: 09/09/ 2011
S: G. G.

