

**UNITED STATES DISTRICT COURT  
DISTRICT OF COLORADO**

**Civil Case No. 1:22-cv- \_\_\_\_\_**

**BRYAN JONES,**

**Plaintiff,**

**v.**

**MONTE FIORE, LLC, d/b/a Monte Fiore Farm,  
and  
NICHOLAS DANTE PERRINO, an individual,**

**Defendants.**

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**COMPLAINT**

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**INTRODUCTION**

1. Plaintiff Bryan Jones (“Plaintiff”) worked as a Chief Operating Officer (COO) for Defendants’ cannabis farm and enterprise for approximately eight months, from November 1, 2021 to July 1, 2022. Despite the existence of a written agreement setting forth a salary and other benefits commensurate with that of an executive of his level, Defendants hardly paid Plaintiff any wages at all, not even minimum wage for significant swaths of time.
2. To challenge these and other wage violations, Plaintiff brings this action, by and through his attorneys, against Defendants Monte Fiore, LLC, d/b/a Monte Fiore Farm and Nicholas Dante Perrino, an individual, to recover unpaid or underpaid wages and other damages under the provisions of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* (hereinafter “FLSA”), the Colorado Wage Claim Act, §8-4-101, *et seq.* and the Colorado Minimum Wage Act, C.R.S. §8-6-101, *et seq.*, as implemented by the Colorado

Minimum Wage Order (the “Minimum Wage Orders”) and then the Colorado Overtime and Minimum Pay Standards Orders (“COMPS”) (collectively, “CWCA”).

3. Plaintiff also brings conversion claims based on Defendants’ failure to pay Plaintiff most of his owed wages. And Plaintiff brings unjust enrichment and breach of contract claims based on Defendants’ failure to pay Plaintiff according to the terms of his offer letter.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over the subject matter of the action pursuant to 28 U.S.C. § 1331, by virtue of federal questions, 29 U.S.C. § 201 *et seq.* of the FLSA.
5. This Court has supplemental jurisdiction over Plaintiff’s state law claims by authority of 28 U.S.C. § 1367.
6. Venue lies with this Court pursuant to 28 U.S.C. § 1391(b) and 29 U.S.C. § 201 *et seq.* A significant portion of the events giving rise to the instant litigation occurred at the Defendants’ farm located at 3100 County Road 616, Walsenburg, CO 81089, CO, and one or more of the Defendants named herein resides in this district.

### **PARTIES**

#### **Defendant Monte Fiore, LLC d/b/a Monte Fiore Farm**

7. Defendant **Monte Fiore, LLC** d/b/a Monte Fiore Farm (hereinafter “Monte Fiore Farm”) is a limited liability company doing business within Douglas and Heurvano Counties, and whose principal place of business is located at 3100 County Road 616, Walsenburg, CO 81089. Its registered agent is listed with the Colorado Department of State as Nicholas D. Perrino with an address of 4946 Delaware Drive, Larkspur, CO 80118.
8. At all relevant times, Defendant Monte Fiore Farm had annual gross revenues in excess of \$500,000.

9. At all relevant times, Defendant Monte Fiore Farm was engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).
10. Defendant Monte Fiore Farm purchases farming supplies, equipment, and other necessary items to run its cannabis farm and serve its customers from out of state vendors selling such supplies, and equipment originating outside the state of Colorado. Further, Defendant Monte Fiore Farm advertises its cannabis farm and products to the entire world on the internet at <https://www.montefiorefarms.com/>. Agents of Defendant Monte Fiore Farm also accept payments, place orders, and otherwise conduct business by telephonic and/or online means, often entailing communications with companies or individuals out of state.
11. At all times material to this action, Defendant Monte Fiore Farm was subject to the FLSA and was an “employer” of the Plaintiff, as defined by § 203(b) of the FLSA.

**Defendant Nicholas Dante Perrino**

12. Defendant Nicholas Dante Perrino, an individual, resides at 4946 Delaware Drive, Larkspur, CO 80119, in Douglas County.
13. At all times material to this action, Defendant Perrino actively participated in the business of the company.
14. Defendant Perrino is the owner of the company.
15. At all times material to this action, Defendant Perrino exercised substantial control over the functions of the company’s employees including Plaintiff. For example, Defendant had the ability and authority to hire and fire employees and set rates of pay, and he did in fact hire Plaintiff and set his rate of pay.

16. At all times material to this action, Defendant Perrino was an “employer” of the Plaintiff and others similarly situated, as defined by § 203(b) of the FLSA.

**Plaintiff Bryan Jones**

17. Plaintiff Bryan Jones is a resident of Douglas County, Colorado.

18. Plaintiff Jones worked for Monte Fiore Farm as a Chief Operating Officer from November 1, 2021 until July 1, 2022.

19. At all times material to this action, Plaintiff Jones was an “employee” within the meaning of 29 U.S.C. § 203(e) and 7 C.C.R. 1103-1(2).

20. Plaintiff Jones’s agreed upon compensation consisted of a \$130,000 base salary plus commissions and “\$1000 per month for health coverage.” Plaintiff’s offer letter also stated: “[a]ny unpaid payroll/health receives an additional 25% as bonus paid out every quarter and calculated monthly.”

21. Over the course of his employment, Plaintiff Jones should have received 17 paychecks, one every two weeks, but he only received 7 payments in varying amounts spread out over the course of his 8-month employment. Most payments were below the amount he should have been consistently receiving biweekly. Many weeks and pay periods he received no compensation at all.

22. Plaintiff was also not regularly paid his earned commissions or money for health coverage promised in his offer letter.

**LEGAL CLAIMS**

**As And For A First Cause of Action:  
FAIR LABOR STANDARDS ACT (FLSA) VIOLATIONS**

23. Plaintiff realleges and incorporates by reference each allegation contained in the paragraphs above, and by reference repleads and incorporates them as though fully set forth

here.

***Failure To Pay Minimum Wage***

24. For many workweeks, Defendants failed to pay Plaintiff at a rate at or above the minimum wage for all hours worked, in violation of the FLSA.

***Record-Keeping Failures***

25. At all relevant times, Defendants failed to make, keep, and preserve accurate records regarding the wages, hours, and other conditions of employment of Plaintiff, in contravention of the FLSA and affiliated Regulations, 29 U.S.C. §§ 211(c), 215(a)(5) and 29 C.F.R. § 516.

***Willful & Not Based On Good Faith & Entitlement to Damages***

26. Defendants had no good faith basis for believing that their pay practices as alleged above were in compliance with the law.

27. At all relevant times, Defendants knew of the FLSA's requirements regarding minimum wages. In paying Plaintiff in the manner in which they did, Defendants knowingly violated the mandates of the FLSA.

28. The foregoing conduct constitutes a "willful" violation of the FLSA, 29 U.S.C. § 255(a).

29. As a result of the violations by Defendant of the FLSA, the Plaintiff is entitled to all damages available under the FLSA which include, but are not limited to, all unpaid minimum wages, liquidated damages, attorney fees, costs, and interest, as set forth in the FLSA, more specifically 29 U.S.C. § 216(b).

**As And For A Second Cause of Action:  
COLORADO WAGE ACT VIOLATIONS**

30. Plaintiff realleges and incorporates by reference each allegation contained in the paragraphs above, and by reference repleads and incorporates them as though fully set forth

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