

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

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Reuben West,

*On behalf of himself and those similarly  
situated,*

Plaintiff,

v.

Unlimited Potential Pizza, Inc.; Best Pizza,  
LLC; DW & KV Pizza, Inc.; Milford Pizza,  
Inc.; Sandeaver, Inc; Symmes Pizza, Inc.;  
TGD Food Group, Inc.; Weaver Dream  
Team, Inc.; MaryLu Weaver; John Doe 1-  
10; Doe Corporation 1-10

Defendants.

Case No.

Judge

Magistrate Judge

Jury Demand Endorsed Hereon

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CLASS AND COLLECTIVE ACTION COMPLAINT

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1. Reuben West, on behalf of himself and all similarly-situated individuals, brings this action against Unlimited Potential Pizza, Inc.; Defendants Best Pizza, LLC; DW & KV Pizza, Inc.; Milford Pizza, Inc.; Sandeaver, Inc; Symmes Pizza, Inc.; TGD Food Group, Inc.; Weaver Dream Team, Inc.; MaryLu Weaver; John Doe 1-10; Doe Corporation 1-10 (“Defendants”). Plaintiff seeks appropriate monetary, declaratory, and equitable relief based on Defendants’ willful failure to compensate Plaintiff and similarly-situated individuals with minimum wages as required by the Fair Labor Standards Act (“FLSA”), the Ohio Constitution, Article II, Section 34a (“Section 34a”), O.R.C. § 4113.15 (Ohio’s “Prompt Pay Act”), and O.R.C. § 2307.60, and unjust enrichment.

2. Defendants operate several Jet's Pizza franchises in Ohio and Michigan (the "Defendants' Jet's Pizza stores").

3. Defendants repeatedly and willfully violated the Fair Labor Standards Act, the Ohio Constitution, and the Ohio Prompt Pay Act by failing to adequately reimburse delivery drivers for their delivery-related expenses, thereby failing to pay delivery drivers the legally mandated minimum wage for all hours worked.

4. Defendants maintain a policy and practice of underpaying their delivery drivers in violation of the FLSA, Section 34a, and the Prompt Pay Act.

5. All delivery drivers at the Defendants' Jet's Pizza stores, including Plaintiff, have been subject to the same employment policies and practices, including policies and practices with respect to wages and reimbursement for expenses.

6. Plaintiff brings this action on behalf of himself and similarly situated current and former delivery drivers nationwide who elect to opt in pursuant to FLSA, 29 U.S.C. § 216(b) to remedy violations of the FLSA by Defendants.

7. Plaintiff also brings this action on behalf of himself and similarly situated current and former delivery drivers in Ohio, pursuant to Federal Rule of Civil Procedure 23, to remedy violations of Section 34a, the Prompt Pay Act, O.R.C. § 2307.60, and for unjust enrichment.

### **Jurisdiction and Venue**

8. Under 28 U.S.C. § 1331 and 29 U.S.C. § 216(b), this Court has jurisdiction over Plaintiff's FLSA claims.

9. Under 28 U.S.C. § 1367, this Court has supplemental jurisdiction over Plaintiff's Ohio law claims.

10. Venue in this Court is proper under 28 U.S.C. § 1391(b) because the parties reside in this district, and a substantial part of the events giving rise to the claim herein occurred in this district.

### **Parties**

#### **Plaintiff**

##### **Reuben West**

11. Plaintiff Reuben West is a resident of Ohio and, at all material times herein, Plaintiff worked within the boundaries of Southern District of Ohio.

12. Plaintiff is an “employee” of all of the Defendants as defined in the FLSA and Section 34a.

13. Plaintiff has given written consent to join this action.

#### **Defendants**

14. Defendants’ Jet’s Pizza stores are owned and/or operated by a number of entities and individuals, each of whom employ Plaintiff and the delivery drivers.

15. Defendants operate the Defendants’ Jet’s Pizza stores.

16. Defendants operate the Defendants’ Jet’s Pizza stores out of their headquarters in Clinton Township, Michigan.

17. The Entity Defendants—Unlimited Potential Pizza, Inc.; Best Pizza, LLC; DW & KV Pizza, Inc.; Milford Pizza, Inc.; Sandeaver, Inc; Symmes Pizza, Inc.; TGD Food Group, Inc.; and Weaver Dream Team, Inc.—are all part of Defendants’ Jet’s Pizza franchise operation.

18. MaryLu Weaver is the owner and operator of Defendants’ Jet’s Pizza stores and the Entity Defendants.

19. MaryLu Weaver has entered into franchise agreements with Jet's Pizza to operate Defendants' Jet's Pizza stores.

20. MaryLu Weaver has entered into franchise agreements with Jet's Pizza whereby she agrees to ensure that any Jet's stores operated pursuant to the franchise agreement will comply with all laws, including wage and hour laws.

21. MaryLu Weaver has the authority to and does hire and fire employees, supervise and control the work schedules and conditions of employees, determine the rate and method of pay, and/or maintain employee records.

22. Defendants form a "single employer" as they are part of a single integrated enterprise and/or they are joint employers as they jointly operate a chain of Jet's Pizza franchise stores and maintain interrelated operations, centralized control of labor relations, common management, common ownership, and financial control. Because the work performed by Plaintiff, and all other delivery drivers, benefited all Defendants and directly or indirectly furthered their joint interests, Defendants are collectively the joint employers of Plaintiff and other similarly situated employees under the FLSA's definition of "employer."

**Unlimited Potential Pizza, Inc.**

23. Defendant Unlimited Potential Pizza, Inc. is a foreign corporation authorized to do business under the laws of Ohio.

24. Unlimited Potential Pizza, Inc.'s principal place of business is in Michigan.

25. Unlimited Potential Pizza, Inc. owns and operates one or more Jet's Pizza franchise stores in Ohio.

26. Unlimited Potential Pizza, Inc. is owned by MaryLu Weaver.

27. Unlimited Potential Pizza, Inc. is operated by MaryLu Weaver.

28. Unlimited Potential Pizza, Inc. was the entity name on Plaintiff's paystubs as of February 2021.

29. Unlimited Potential Pizza, Inc. has substantial control over Plaintiff and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.

30. Unlimited Potential Pizza, Inc. applies, or causes to be applied, substantially the same employment policies, practices, and procedures to all delivery drivers at all of its locations, including policies, practices, and procedures relating to payment of minimum wages, and reimbursement of automobile expenses.

31. Unlimited Potential Pizza, Inc. has direct or indirect control of the terms and conditions of Plaintiff's work and the work of similarly situated employees.

32. At all relevant times, Unlimited Potential Pizza, Inc. maintained control, oversight, and direction over Plaintiff and similarly situated employees, including, but not limited to, hiring, firing, disciplining, timekeeping, payroll, reimbursements, pay rates, deductions, and other practices.

33. Unlimited Potential Pizza, Inc. is an "employer" of Plaintiff and similarly situated employees as that term is defined by the FLSA and Section 34a.

34. At all relevant times, Unlimited Potential Pizza, Inc. has been an enterprise engaged in "the production of goods for commerce" within the meaning of the phrase as used in the FLSA.

35. Unlimited Potential Pizza, Inc.'s gross revenue exceeds \$500,000 per year.

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