

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

KOLY CAMARA
*Individually, on Behalf of All Others
Similarly Situated, and on Behalf of the
General Public of the District of Columbia*
4857 Battery Lane
Apt 407
Bethesda, MD 20814

Plaintiff,

v.

MASTRO'S RESTAURANTS LLC,
1510 West Loop South,
Houston, TX 77027

Defendant.

Civil Action No. 1:18-cv-724 (JEB)

**DEFENDANT MASTRO'S RESTAURANTS LLC'S
ANSWER TO CLASS AND COLLECTIVE ACTION COMPLAINT**

Defendant Mastro's Restaurants LLC ("Defendant" or "Mastro's Restaurants"), by its undersigned attorneys, and pursuant to Rules 8 and 12 of the Federal Rules of Civil Procedure, hereby answers Plaintiff's Complaint as follows:

INTRODUCTION AND SUMMARY OF ACTION

In answering the introductory Paragraph preceding Paragraph 1 of the Complaint, Defendant admits only that Plaintiff purports to bring this Complaint against Defendant. Defendant denies all factual allegations contained in the introductory paragraph preceding Paragraph 1 of the Complaint, denies that Plaintiff may proceed on behalf of others in a class or collective action capacity, and denies that Plaintiff is entitled to any relief whatsoever.

1. In answering Paragraph 1 of the Complaint, Defendant admits that it owns and operates a chain of restaurants located in several states including Washington, D.C., and that

Plaintiff has styled this action as a class and collective action on behalf of individuals employed as servers by Mastro's Restaurants. Defendant denies the remainder of the allegations contained in Paragraph 1 of the Complaint.

2. The allegations contained in Paragraph 2 of the Complaint are conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

3. The allegations contained in Paragraph 3 of the Complaint are conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

4. The allegations contained in Paragraph 4 of the Complaint are conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

5. The allegations contained in Paragraph 5 of the Complaint are conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

JURISDICTION AND VENUE

6. Paragraph 6 of the Complaint contains allegations regarding jurisdiction and constitutes conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

7. Paragraph 7 of the Complaint contains allegations regarding jurisdiction and constitutes conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

8. Paragraph 8 of the Complaint contains allegations regarding venue and constitute conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

PARTIES

9. Defendant is without sufficient knowledge or information to form a response as to the allegations contained in Paragraph 9 of the Complaint and therefore denies the same.

10. Defendant denies the allegations contained in Paragraph 10 of the Complaint.

11. Defendant admits the allegations contained in Paragraph 11 of the Complaint.

12. The allegations contained in Paragraph 12 of the Complaint are conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

STATEMENT OF FACTS

13. In answering Paragraph 13 of the Complaint, Defendant admits only that it owns and operates a chain of restaurants in several cities and has employed hundreds of people. Defendant denies the remaining allegations contained in Paragraph 13 of the Complaint.

14. Defendant denies the allegations contained in Paragraph 14 of the Complaint.

15. Defendant admits the allegations contained in Paragraph 15 of the Complaint to the extent they pertain to Plaintiff and some other servers. Defendant denies the remaining allegations contained in Paragraph 15 of the Complaint.

16. Paragraph 16 of the Complaint contains allegations regarding jurisdiction and constitutes conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

17. In answering Paragraph 17 of the Complaint, defendant admits only that Plaintiff and other servers participated in a tip share program based on tips received. Defendant denies the remaining allegations contained in Paragraph 17 of the Complaint, as stated.

18. Defendant denies the allegations contained in Paragraph 18 of the Complaint.

19. Defendant denies the allegations contained in Paragraph 19 of the Complaint.

20. Defendant denies the allegations contained in Paragraph 20 of the Complaint.

21. Defendant denies the allegations contained in Paragraph 21 of the Complaint.

FLSA COLLECTIVE ALLEGATIONS

22. Paragraph 22 of the Complaint contains allegations regarding jurisdiction and constitutes conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations. To the extent Paragraph 22 of the Complaint purports to bring collective action claims, Defendant denies that the claims can be certified as a collective action.

23. Paragraph 23 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

24. Paragraph 24 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

25. Paragraph 25 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

26. Paragraph 26 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

27. Paragraph 27 of the Complaint constitutes conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

28. Paragraph 28 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

WASHINGTON D.C. CLASS ALLEGATIONS

29. Paragraph 29 of the Complaint contains allegations regarding jurisdiction and constitutes conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations. To the extent Paragraph 29 of the Complaint purports to bring class action claims, Defendant denies that the claims can be certified as a class action.

30. Paragraph 30 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

31. Paragraph 31 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

32. Paragraph 32 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

33. Paragraph 33 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

34. Paragraph 34 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF THE FLSA

Count I

35. Defendant hereby incorporates its answers to Paragraphs 1 through 34 by reference.

36. Paragraph 36 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

37. Defendant admits the allegations contained in Paragraph 37 of the Complaint.

38. Paragraph 38 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

39. Paragraph 39 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

40. Paragraph 40 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

41. Defendant denies the allegations contained in Paragraph 41 of the Complaint.

FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF THE DCMWRA

Count II

42. Defendant hereby incorporates its answers to Paragraphs 1 through 41 by reference.

43. Paragraph 43 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

44. Defendant admits the allegations contained in Paragraph 44 of the Complaint.

45. Paragraph 45 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

46. Paragraph 46 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

47. Defendant denies the allegations contained in Paragraph 47 of the Complaint.

FAILURE TO PAY WAGES IN VIOLATION OF THE DCWPCL

Count III

48. Defendant hereby incorporates its answers to Paragraphs 1 through 47 by reference.

49. Paragraph 49 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

50. Defendant admits the allegations contained in Paragraph 50 of the Complaint.

51. Paragraph 51 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

52. Paragraph 52 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

53. Paragraph 53 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

54. Paragraph 54 of the Complaint contains conclusions of law to which no response is required. To the extent these allegations may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

55. Defendant denies the allegations contained in Paragraph 55 of the Complaint.

PRAYER FOR RELIEF

The remaining paragraphs set forth Plaintiff's prayer for relief to which no response is required; insofar as an answer may be deemed necessary, Defendant denies Plaintiff is entitled to any monetary relief, compensatory, individual, class, collective or liquidated damages, attorneys' fees, costs, interest, or any other equitable or injunctive relief.

All other allegations set forth in Plaintiff's Complaint that have not been admitted or denied are hereby specifically and fully denied.

AFFIRMATIVE AND OTHER DEFENSES

By pleading the following as Affirmative Defenses, Defendant does not concede that each of the matters covered by the numbered defenses is to be proven by it, and Defendant reserves its position that Plaintiff retains the burden of proof on all matters necessary to state the

claims asserted in the Complaint and to establish his alleged damages. Defendant sets forth the following defenses without assuming any burden of production or proof that it would not otherwise have. Defendant also specifically reserves the right to amend this Answer by adding additional defenses and/or counterclaims as additional investigation, discovery and circumstances may warrant.

FIRST DEFENSE

Plaintiff's Complaint fails, in whole or in part, to state a claim upon which relief can be granted.

SECOND DEFENSE

This Court lacks subject matter jurisdiction over some or all of Plaintiff's claims.

THIRD DEFENSE

Defendant has at all times paid its servers consistent with its obligations under the FLSA and District of Columbia wage and hour laws.

FOURTH DEFENSE

To the extent Plaintiff or any member of the proposed putative class have failed to mitigate his or their alleged damages, his or their recovery, if any, must be reduced accordingly.

FIFTH DEFENSE

To the extent Plaintiff's or the proposed putative class or collective members' claims are based on acts or omissions that occurred or accrued prior to any applicable statute of limitations, such claims are time-barred.

SIXTH DEFENSE

Joinder of the purported members of the proposed putative class, the existence of which is expressly denied, is practicable, and therefore Plaintiff's proposed claims cannot be certified pursuant to Federal Rule of Civil Procedure 23(a)(1).

SEVENTH DEFENSE

To the extent Plaintiff and members of the proposed putative class or collective action have signed workplace arbitration agreements waiving entitlement to proceed with claims relating to the allegations in the Complaint in court, Defendant, by interposing an Answer to the Complaint, does not waive its right to file a motion to compel arbitration at an appropriate point in the proceedings.

JURY TRIAL

Defendant admits that Plaintiff demands a trial by jury. To the extent this allegation may be deemed to contain factual averments requiring an answer, Defendant denies all such allegations.

WHEREFORE, Defendant prays that:

1. Plaintiff's Complaint be dismissed with prejudice in its entirety and that judgment be entered in Defendant's favor.
2. Plaintiff take nothing by Plaintiff's Complaint.
3. The Court deny Plaintiff's requested relief.
4. The Court award Defendant its costs and attorneys' fees.
5. The Court award Defendant such further relief as it deems just and proper.

DATED: April 25, 2018

Respectfully submitted,

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**Admitted Pro Hac Vice*

Counsel for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on April 25, 2018, I caused a true and correct copy of the foregoing DEFENDANT MASTRO'S RESTAURANTS LLC'S ANSWER TO COMPLAINT to be filed via the Court's ECF system and served via U.S. Mail on the following:

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