

FILED

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

2018 FEB -1 PM 2: 54  
CLERK, US DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DISTRICT

TORRENCE BEAVERS, individually  
and on behalf of all others similarly  
Situating,

CASE NUMBER: 3:18-cv-194-J-20JBT

Plaintiff,

v.

COMMAND SECURITY CORPORATION,

Defendant.

**COLLECTIVE ACTION COMPLAINT FOR VIOLATION OF PROVISIONS OF THE  
FLSA SECTIONS §206 AND §207 AND DEMAND FOR JURY TRIAL**

Plaintiff, TORRENCE BEAVERS (hereinafter "Plaintiff" or "Beavers"), by and through his undersigned counsel, herein sues Defendants, COMMAND SECURITY CORPORATION, (hereinafter referred to as "Defendant"), pursuant to 29 U.S.C. §216(b) of the Fair Labor Standards Act (the "FLSA") and states as follows:

**PRELIMINARY STATEMENT**

1. Plaintiff, TORRENCE BEAVERS, brings this action for violation of federal wage and hour laws pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, (the "FLSA") individually and on behalf of all others similarly situated. Plaintiff alleges that he is entitled to unpaid overtime wages, as required by 29 U.S.C. § 207 and liquidated damages for all prior wages up to 40 in each work week not timely paid under Section §206.

2. The Fair Labor Standards Act is our nation's foremost wage law. The overtime requirements of the FLSA were meant to apply financial pressure to spread employment to avoid

the extra wage and to assure workers additional pay to compensate them for the burden of a work week beyond the hours fixed in the act. *See In re Novartis Wage & Hour Litig.*, 611 F.3d 141, 150 (2d Cir. N.Y. 2010). It requires minimum wage and overtime pay for certain non-exempt employees. 29 U.S.C. § 213.

3. Plaintiff was employed as security officer by Defendant, and he was at all times treated as an hourly, non-exempt employee.

4. Pursuant to the Defendant's company policy and plan, Defendant was to pay Plaintiff and all other security officers overtime hours at a rate one and one-half times their regular rates of pay for all hours worked in excess of forty (40) in a workweek as required by 29 U.S.C. §207(a)(1).

5. Plaintiff was to be paid in biweekly payments and at a base rate of \$12.00 per hour, with overtime rates of \$18.00 per hour, which was time and one half his regular rate of pay.

6. Plaintiff's primary job duties as an employee of Defendant consisted primarily of manual labor and related security responsibilities well known by Defendant to be non-exempt job duties under the FLSA.

7. Throughout Plaintiff's employment with Defendant, he was required to work in excess of forty (40) hours per week in order to complete his job duties and responsibilities.

8. The allegations in this pleading are made without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proof, or persuasion. Plaintiff reserves all rights to plead in the alternative.

### **PARTIES, JURISDICTION, AND VENUE**

9. This Court has subject matter jurisdiction over Plaintiff's FLSA claim pursuant to 28 U.S.C. § 1331, because this action involves a Federal Statute, 29 U.S.C. § 201, *et seq.*

10. This Court has personal jurisdiction over this action because Defendant operates substantial business in Duval County, Florida and the damages at issue occurred in Duval County, Florida.

11. Venue is proper to this Court pursuant to 29 U.S.C. § 216(b).

12. At all times relevant to this action, Plaintiff was an employee of Defendant within the meaning of 29 U.S.C. §203(e)(1).

13. Defendant, COMMAND SECURITY CORPORATION., is a Foreign, for profit corporation with its principal address located at 512 Herndon Parkway, Suite A, Herndon, VA 20170, and may be served through its registered agent: CORPORATION SERVICE COMPANY, 1201 Hays Street, Tallahassee, Florida 32301.

14. The overtime wage provisions set forth in 29 U.S.C. §207 apply to Defendant, as they engage in interstate commerce under the definition of the FLSA and, employs greater than two employees, and upon information and belief grossed more than \$500,000.00 in operating revenue during each of the three (3) or more fiscal years.

15. All conditions precedent to the filing of this action have been performed.

### **GENERAL ALLEGATIONS**

16. Plaintiff was employed by Defendant as an hourly paid "Security Officer" from on or about October 1, 2017 until the present working in Jacksonville, Florida.

17. At all times, Defendant treated Plaintiff as a non-exempt hourly paid employee, and he was paid \$12.00 per hour and is entitled to be paid \$18.00 for all overtime hours worked.

18. Plaintiff worked numerous overtime hours, but found that his work hours had been edited off from the company time keeping system, and that there appeared to be problems with the system properly recording and tracking all the work hours.

19. Plaintiff reported these errors to Defendant which issued corrected wage forms to capture most of the missing work hours, some below 40 and overtime hours as well.

20. However, to date, the Defendant has willfully failed and refused to compensate Plaintiff for all the overtime hours worked at time and one half his regular rate of pay.

21. Plaintiff notified Defendant that after receiving his paycheck for a two week period of time, there still were errors and missing time, that he was not paid time and one half for all the overtime hours worked of approximately 56 hours.

22. Defendant was thus fully aware of Plaintiff's overtime hours not being paid, and to date has failed and refused to pay the Plaintiff.

23. Defendant was also aware that Plaintiff had not been paid at least minimum wage for all hours worked up to 40 in the work weeks, as he was shorted 6 hours from the bi-weekly pay period.

24. Plaintiff also had other time that was missing from the hours he actually worked and to which he was not paid for due to additional errors or flaws with the time tracking system.

25. Despite regularly working in excess of 40 hours per week during his employment with Defendant, Plaintiff has never paid the proper time and one half his regular rate of pay premium for all the hours worked in excess of forty (40) in a workweek as required by 29 U.S.C. §207(a)(1).

26. Plaintiff's position as a security officer was subject to the FLSA wage provisions and was a non-exempt, hourly paid position.

27. Plaintiff is ready, willing, and able to represent the members of the putative class and consents to his inclusion in this collective action.

28. Upon information and belief, Defendant employs security officers across the U.S.

and its territories and the total members of the class are in the thousands, but, the actual numbers affected and employed are strictly within the knowledge of Defendant but it says on its website it has trained 6,500 security officers.

29. Thus, this case is proper for a collective action, as the allegations complained of herein, upon information and belief, have affected many similarly situated employees of Defendant.

30. Plaintiff brings this claim on behalf of a putative class of similarly situated persons comprised as follows:

**All persons employed by Command Security Corporation as security officers anywhere in the U.S. and its territories in the three (3) years preceding the filing of this Complaint to the present.**

**COUNT I**  
**Failure to Pay Overtime Compensation in Violation of the FLSA**  
**29 U.S.C. § 207.**

31. Plaintiff readopts and realleges the allegations set forth in paragraphs one (1) through Thirty (30) as if fully set forth herein.

32. Plaintiff was an employee of Defendant within the meaning of 29 U.S.C. §203(e)(1).

33. Defendant was Plaintiff's "employer" within the meaning of 29 U.S.C. §203(d).

34. The overtime wage provision set forth in FLSA §207 applies to Defendant as it engaged in commerce under the definition of the FLSA, and Defendant did not dispute that Plaintiff was entitled to be paid time and one half his regular rate for all overtime hours worked.

35. Plaintiff has not been paid by Defendant for all the overtime hours he has worked in excess of forty (40) per each separate workweek at rates of one and one-half times his regular

rate of pay.

36. Either due to problems, malfunctions, or flaws with the company time clock program or system, the time he worked disappeared and he had to fight just to recoup some of the hours and pay owed.

37. Alternatively, Defendant, through its officers or managers, intentionally and willfully edited off or deleted his work hours from the company time records.

38. Plaintiff reported the problems and errors to his superiors and Payroll/Billing Correction Forms were submitted weeks later. However, the corrections did not result in Plaintiff receiving the full and correct compensation for all hours worked, and not time and one half his regular rate of pay for all overtime hours worked.

39. Plaintiff, to date, has never been paid time and one half his regular rate of pay for all overtime hours worked.

40. Plaintiff also suffered unreasonable and improper delays in receiving his wages owed, including the overtime hours which had been previously deleted by Defendant.

41. Plaintiff was subsequently provided a check which paid him what appears to be just straight time for some of his overtime hours, and still it took Defendant weeks to do so, causing him financial hardship.

42. Defendant failed to timely pay Plaintiff the overtime hours on the regularly scheduled payday following the weeks he worked overtime hours when Defendant was lawfully required to do so.

43. Thereafter, Defendant still has not paid Plaintiff for all overtime hours worked at time and one half his regular rate of pay, and has never offered to pay Plaintiff an equal sum owed as liquidated damages for the delays in paying the prior overtime wages it attempted to pay and

correct.

44. Defendant cannot and does not have a good faith basis for the untimely payment of Plaintiff's wages, and particularly his overtime wages, which still to date have not fully been paid at the lawfully required time and one half his regular rate of pay.

45. Plaintiff heard from several other co-workers of similar problems with their pay.

46. Defendant was also notified even prior to this date of other employees not timely being paid for all hours worked, dating months prior, and never corrected the problems.

47. The courts have held that a cause of action under the [FLSA] for unpaid minimum wages or unpaid overtime compensation and for liquidated damages 'accrues' when the employer fails to pay the required compensation for any workweek at the regular payday for the period in which the workweek ends." 29 C.F.R. § 790.21(b). *See Don Martin Jr. et. al v. U.S.*, Case No. 13-8346, U.S. Court of Fed. Claims (07/31/2014).

48. The U.S. Labor Department's general FLSA interpretation as well is that "overtime compensation earned in a particular workweek must be paid on the regular pay day for the period in which such workweek ends." 29 C.F.R. § 778.106.

49. Plaintiff noticed that the time tracking system of Defendant was either faulty or malfunctioning, as some of the hours he had worked had disappeared, been deleted or shaved off.

50. Even Defendant's attempts to correct the missing hours and pay fell short, and Plaintiff suffered the loss of one or more hours from the weeks as well never reinstated.

51. Despite bringing to the attention of Defendant the errors in the time tracking system, Defendant never properly fixed the system and to date has never paid Plaintiff time and one half for all the overtime hours worked.

52. Defendant has willfully never offered to pay Plaintiff liquidated damages for the

delays in receiving the wages he actually was paid untimely.

53. The DOL has stated "The courts have held that a cause of action under the [FLSA] for unpaid minimum wages or unpaid overtime compensation and for liquidated damages 'accrues' when the employer fails to pay the required compensation for any workweek *at the regular payday for the period in which the workweek ends.*" 29 C.F.R. § 790.21(b)(emphasis added).

54. Here, Defendant willfully, and without good faith failed to pay Plaintiff all overtime hours worked at time and one half his regular rate of pay, and on the regular pay dates due, an unlawful pay practice which upon information and belief has affected the putative class of similarly situated security officers.

55. Defendant has continued to willfully refuse to pay Plaintiff and the class of similarly situated, liquidated damages for all overtime wages not paid to them in a timely manner on the regular paychecks due date.

56. Upon information and belief, security officers of Defendant across the U.S. have suffered the same errors and harms, and untimely payments of their overtime wages, and, the same willful failure of Defendant to pay all overtime hours worked at rates of one and one-half times their regular rates of pay.

57. Defendant has willfully underpaid Plaintiff and the class of similarly situated.

58. Defendant is, or should have been, aware of the FLSA overtime requirements, including the requirement to pay liquidated damages when they have untimely paid overtime wages.

59. Defendant knew or should have known that failing to pay Plaintiff for all the hours he worked at rates of one and one half his regular rate of pay, and not paying this on the next regular pay check was a willful violation of the FLSA.



60. Defendant has willfully and intentionally engaged in a pattern and practice of violating the overtime provisions of the FLSA by refusing to pay overtime to Plaintiff and all other security officers for all hours worked in excess of forty (40) per week at time and one half his regular rate of pay, and, by refusing to pay Plaintiff and all others similarly situated, an equal sum in overtime wages as liquidated damages.

61. As a direct result of Defendant's violations of the FLSA, Plaintiff, and the class of similarly situated have suffered damages by being denied timely and full lawful payment of all overtime wages in accordance with §207 and §216(b) of the FLSA.

62. Defendant has not made a good faith effort to comply with the FLSA with respect to its compensation of Plaintiff and the class of similarly situated.

63. Defendant also should be barred and enjoined from further violations of the FLSA.

**COUNT II**  
**FAILURE TO PAY MINIMUM WAGES**  
**IN VIOLATION OF 29 U.S.C. § 207**

64. Plaintiff adopts and re-alleges paragraphs 1 through 30 as if fully set forth herein.

65. Plaintiff was an employee of Defendant within the meaning of 29 U.S.C. §203(e)(1).

66. Defendant was Plaintiff's "employer" within the meaning of 29 U.S.C. §203(d).

67. The minimum wage provisions set forth in FLSA §206 applies to Defendant as it engaged in commerce under the definition of the FLSA, and Defendant did not dispute that Plaintiff is a non-exempt employee entitled to be paid the lawful minimum wage rate for all hours worked up to 40 in each workweek.

68. Plaintiff was not timely paid for all his work hours up through 40 on the paychecks regular pay dates.

69. Either due to problems, malfunctions, or flaws with the company time clock program, or system, time he worked disappeared, and he had to fight just to recoup some of the hours and pay owed.

70. Alternatively, Defendant intentionally and willfully edited off or deleted his work hours from the company time records.

71. Plaintiff reported the problems and errors to his superiors and Correction forms were submitted weeks later. However, the corrections resulted in Plaintiff not being paid timely for all his work hours in each workweek up to the first 40 hours in each week.

72. Plaintiff suffered unreasonable and improper delays in receiving his wages owed for the hours worked up through 40 in each work week.

73. Plaintiff was subsequently provided a supplemental check which paid him for the past work hours up to 40 in the weeks missing, but, the late payment caused him to suffer financially.

74. Defendant cannot and does not have a good faith basis for the untimely payment of Plaintiff's wages.

75. Plaintiff heard from several other co-workers of similar problems reported to Defendant which Defendant failed to correct and which continued for an extended period of time.

76. Defendant was also notified even prior Plaintiff's complaint, by other employees of not timely being paid for all hours worked.

77. The courts have held that a cause of action under the [FLSA] for unpaid minimum wages or unpaid overtime compensation and for liquidated damages 'accrues' when the employer fails to pay the required compensation for any workweek at the regular payday for the period in which the workweek ends." 29 C.F.R. § 790.21(b). *See Don Martin Jr. et. al v. U.S.*, Case No.

13-8346, U.S. Court of Fed. Claims (07/31/2014).

78. The U.S. Labor Department's general FLSA interpretation as well is that "overtime compensation earned in a particular workweek must be paid on the regular pay day for the period in which such workweek ends." 29 C.F.R. § 778.106.

79. Plaintiff noticed that the time tracking system of Defendant was either faulty or malfunctioning, as some of the hours he had worked had disappeared, been deleted or shaved off.

80. Even Defendant's attempts to correct the missing hours and pay fell short, and Plaintiff suffered the loss of one or more hours from the weeks as well which were never reinstated.

81. Despite bringing to the attention of Defendant the errors in the time tracking system and the deletion of his work hours, Defendant never properly fixed the system and to date has never paid Plaintiff an equal sum in the wages up to 40 in each work week which were untimely paid.

82. Defendant has willfully never offered to pay Plaintiff liquidated damages for the delays in receiving the wages he actually was paid untimely.

83. The DOL has stated "The courts have held that a cause of action under the [FLSA] for unpaid minimum wages or unpaid overtime compensation and for liquidated damages 'accrues' when the employer fails to pay the required compensation for any workweek *at the regular payday for the period in which the workweek ends.*" 29 C.F.R. § 790.21(b)(emphasis added).

84. Here, Defendant willfully, and without good faith failed to pay Plaintiff all the hours worked up to 40 in each workweek, and on the dates due and payable, a pay practice which upon information and belief has affected the putative class of similarly situated security officers.

85. Defendant has continued to willfully refuse to pay Plaintiff and the class of similarly situated, liquidated damages for all work hours up to 40 in each work week for the wages

not paid to them in a timely manner on the regular paychecks dates.

86. Upon information and belief, security officers of Defendant across the U.S. have suffered the same errors and harms, and untimely payments of their regular wages.

87. Defendant has willfully underpaid Plaintiff and the class of similarly situated.

88. Defendant is, or should have been, aware of the FLSA minimum wage pay requirements, including the requirement to pay liquidated damages when they have untimely paid an hourly employees' wages beyond the regular pay dates.

89. Defendant knew or should have known that failing to pay Plaintiff for all the hours he worked at of at least at the required minimum wage rate, and not paying this on the next regular pay check was a willful violation of the FLSA.

90. Defendant has willfully and intentionally engaged in a pattern and practice of violating the minimum wage provisions of the FLSA by refusing to pay Plaintiff and all other security officers liquidated damages for all hours worked up to forty (40) per week for the untimely payment of their wages.

91. As a direct result of Defendant's violations of the FLSA, Plaintiff, and the class of similarly situated have suffered financial harm by being denied timely and full lawful payment of all hours worked at the required minimum wage on the dates due in accordance with §206 and §216(b) of the FLSA.

92. Defendant has not made a good faith effort to comply with the FLSA with respect to its compensation of Plaintiff and the class of similarly situated.

93. Defendant also should be barred and enjoined from further violations of the FLSA.

WHEREFORE, Plaintiff, TORRENCE BEAVERS, individually and on behalf of all others similarly situated demands judgment against Defendant as follows:

- a) For an award of overtime compensation at time and one-half times their regular rates of pay for all hours worked;
- b) For an award of an equal sum owed as liquidated damages;
- c) Damages in the form of an award of liquidated damages at the appropriate minimum wage rate for all Plaintiffs for all untimely paid hours up to 40 in each work week, in amounts to be determined at trial;
- d) For an award of Plaintiff's reasonable attorneys' fees and costs (pursuant to §216 of the FLSA), and such other and further relief that the Court deems just and proper;
- e) For an order certifying this case as a collective action and supervise notice to all members of the proposed putative class of similarly situated of their rights to join this action;
- f) For an Order enjoining the Defendant from further violating the FLSA; and
- g) Awarding Plaintiff a service award fee for his time and effort on behalf of all others similarly situated.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by this Complaint.

Dated this 16<sup>th</sup> day of January, 2018

Respectfully submitted by,

/s/ Mitchell L. Feldman, Esq.  
Mitchell L. Feldman, Esq.  
Florida Bar. No. 0080349

**Feldman Williams PLLC**  
6940 W. Linebaugh Ave, #101  
Tampa, Florida 33625  
Telephone: (813) 639-9366  
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Email: [mlf@feldmanlegal.us](mailto:mlf@feldmanlegal.us)  
*Attorneys for Plaintiff*

3:18-cv-194-JBT

JS 44 (Rev. 11/15)

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
**TORRENCE BEAVERS**, Individually and on behalf of all Others Similarly Situated,

**DEFENDANTS**  
**COMMAND SECURITY CORPORATION**,

(b) County of Residence of First Listed Plaintiff Duval County  
 (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Fairfax County  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)  
**Mitchell L. Feldman, Esq., FELDMAN WILLIAMS PLLC, 6940 W. Linbaugh Ave. #101, Tampa, Florida 33625; (813) 639-9366; (813) 639-9376; mitch@feldmanwilliams.com**

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | PTF                        | DEF                        |   | PTF                        | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER/STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities' Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
29 U.S.C. §216(b) of the Fair Labor Standards Act (the "FLSA")

Brief description of cause:  
Violation of the FLSA

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \_\_\_\_\_  
 CHECK YES only if demanded in complaint:  
 JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 01/15/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Mitchell L. Feldman, Esq.

FOR OFFICE USE ONLY

RECEIPT # JAS2026665 AMOUNT \$400 APPLYING IFP / JUDGE 20 MAG. JUDGE JBT

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Time-Keeping Errors Robbed Security Officers of Rightful Overtime Pay](#)

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