

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
CASE NO.:

2018 OCT -4 PM 2: 17

CLERK OF DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

GUSTAVO A. MERCED,
and other similarly-situated individuals,

6:18-cv-1662-ORL-41-GJK

Plaintiffs,

v.

AAA TOWING & RECOVERY, LLC,
d/b/a M.I.A. TOWING & RECOVERY,
and EDWING RODRIGUEZ, individually

Defendants,

_____ /

COMPLAINT

(OPT-IN PURSUANT TO 29 U.S.C § 216(b))

COMES NOW the Plaintiff GUSTAVO A. MERCED, and other similarly-situated individuals, by and through the undersigned counsel, and hereby sues Defendants AAA TOWING & RECOVERY, LLC, d/b/a M.I.A. TOWING & RECOVERY, and EDWIN RODRIGUEZ, individually and alleges:

JURISDICTION VENUES AND PARTIES

1. This is an action to recover money damages for unpaid overtime wages, and retaliation under the laws of the United States. This Court has jurisdiction pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201-219 (Section 216 for jurisdictional placement) (“the Act”).
2. Plaintiff GUSTAVO A. MERCED is a resident of Orlando, Orange County, within the jurisdiction of this Honorable Court. Plaintiff is covered employee for purposes of the Act.
3. Defendant AAA TOWING & RECOVERY, LLC, d/b/a M.I.A. TOWING & RECOVERY (hereinafter AAA TOWING, or Defendant) is a Florida corporation, having a place of

business in Orlando, Orange County, Florida, where Plaintiff worked for Defendant, and at all times material hereto, Defendant was engaged in interstate commerce.

4. The individual Defendant EDWIN RODRIGUEZ was and is now, the owner/partner and manager of Defendant Corporation AAA TOWING. This individual Defendant was the employer of Plaintiff and others similarly situated within the meaning of Section 3(d) of the “Fair Labor Standards Act” [29 U.S.C. § 203(d)].
5. All the actions raised in this complaint took place in Orlando, Orange County, Florida, within the jurisdiction of this Court.

GENERAL ALLEGATIONS

6. This cause of action is brought by Plaintiff GUSTAVO A. MERCED as a collective action to recover from Defendants overtime compensation, liquidated damages, and the costs and reasonably attorney’s fees under the provisions of Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq* (the “FLA or the “ACT”) on behalf of Plaintiffs, and all other current and former employees similarly situated to Plaintiff (“the asserted class”) and who worked in excess of forty (40) hours during one or more weeks on or after October 2017, (the “material time”) without being compensated minimum and overtime wages pursuant to the FLSA.
7. Defendant AAA TOWING is a towing company operating a 24/7 road side assistance in Miami-Dade, Monroe, and Orange County.
8. Defendant AAA TOWING and its owner EDWIN RODRIGUEZ employed Plaintiff GUSTAVO A. MERCED from approximately August 28, 2017, to January 10, 2018, or 19 weeks.

9. Plaintiff was hired as a non-exempt employee to perform non-exempt work as a tow-truck driver. Defendants promised to pay Plaintiff 30% from every service performed by him. In the alternative, Defendants guaranteed Plaintiff a minimum of \$750.00 for a week of 5 days/40 hours weekly, or \$18.75 an hour. As per the agreement Plaintiff would be paid the minimum of \$750.00 weekly or 30% commissions, whichever was higher.
10. However, Defendants never honored the agreement in reference to the days and hours worked, and Plaintiff ended up working 7 days per week from Monday to Sunday, from 7:00 AM to 11:00 AM (16 hours each day), or a minimum of 112 hours per week. There were many weeks in which Plaintiff was called to perform, services after 12:00 AM, working even more hours every week.
11. In reference to Defendants' payments to Plaintiff, Defendants never honored the payment agreement, Plaintiff was not paid a commission of 30%, and neither was he paid the amount of \$750.00 in a consistent manner.
12. Plaintiff was paid every week a different amount. Plaintiff was not paid for all his working hours, he was not paid overtime hours, and he always receive his wages late and in partial payments.
13. Plaintiff had a pre-set mandatory schedule. Plaintiff reported every day to Defendant's yard, at 7:00 AM and he worked until 11:00 PM, or more, depending on the time Plaintiff finished the last service assigned to him by the dispatcher. Plaintiff was unable to take bona-fide lunch periods.
14. Defendants were able to track the hours worked by Plaintiff through the invoice ticket book, nevertheless Plaintiff was not allowed to copy of the tickets. Plaintiff was unable to check the exact numbers of working hours every week, but he worked a minimum of 72

overtime hours which were not compensated at any rate not even at the minimum wage rate

15. Therefore, Defendant willfully failed to pay Plaintiff overtime hours at the rate of time and one-half his regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1).
16. Plaintiff complained about his regular and overtime wages many times, and Defendant EDWIN RODRIGUEZ promised to pay him later, but he never did it.
17. Plaintiff was paid with checks Plaintiff was paid with checks without paystubs providing any accounting for hours worked, classification, etc.
18. On or about January 10, 2018, Plaintiff complained about his unpaid regular wages for the last time, at that moment he was owed 2 weeks of work, Plaintiff tried to talk to the owner of the business EDWIN RODRIGUEZ many times, but he never answered to his calls.
19. The next day, the manager of the business Will (LNU) called Plaintiff and informed him, that he was fired.
20. Defendants did not pay Plaintiff for 2 weeks of work, plus his first week of employment that Defendants retained as a Deposit. In addition, Defendants paid Plaintiff with a bad check of \$75.00.
21. Plaintiff GUSTAVO A. MERCED seeks to recover 3 weeks of regular unpaid wages (\$2,250.00); the amount of \$75.00 corresponding to the bad check, plus banking fees; overtime wages for every hour in excess of 40 that he worked; liquidated damages; retaliatory damages, and any other relief as allowable by law.
22. The additional persons who may become Plaintiffs in this action are employees and/or former employees of Defendants who are and who were subject to the unlawful payroll

practices and procedures of Defendants and were not paid overtime wages at the rate of time and one half of their regular rate of pay for all overtime hours worked in excess of forty.

COUNT I:
WAGE AND HOUR FEDERAL STATUTORY VIOLATION;
FAILURE TO PAY OVERTIME, AGAINST ALL DEFENDANTS

23. Plaintiff GUSTAVO A. MERCED re-adopts each and every factual allegation, as stated in paragraphs 1-22 above as if set out in full herein.
24. This cause of action is brought by Plaintiff GUSTAVO A. MERCED as a collective action to recover from Defendants overtime compensation, liquidated damages, costs and reasonable attorney's fees under the provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq* (the "FLA or the "ACT"), on behalf of Plaintiff and all other current and former employees similarly situated to Plaintiff ("the asserted class") and who worked in excess of forty (40) hours during one or more weeks on or after May 2016, (the "material time") without being compensated "at a rate not less than one and a half times the regular rate at which he is employed."
25. The employer AAA TOWING was engaged in interstate commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s)(1)(A). The Defendant is a towing company that has more than two employees directly and recurrently engaged in interstate commerce. At all times pertinent to this Complaint, the Employer/Defendant obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business, transmits funds outside the State of Florida. Upon information and belief, the annual gross revenue of the Employers/Defendant was at all times material hereto in excess of \$500,000 per annum.

By reason of the foregoing, Defendant's business activities involve those to which the Fair Labor Standards Act applies. Therefore, there is enterprise coverage.

26. Plaintiff was employed by an enterprise engage in interstate commerce and through his daily activities, Plaintiff, and other employees similarly situated regularly and recurrently participated in interstate commerce, by handling and working with goods and materials that were moved across State lines at any time in the course of business. Therefore, there is individual coverage.
27. Defendant AAA TOWING employed Plaintiff GUSTAVO A. MERCED as a tow truck driver, from approximately August 28, 2017 to January 10, 2018, or 19 weeks.
28. Plaintiff was hired as a non-exempt employee to perform non-exempt work as a tow-truck driver. Defendants promised to pay Plaintiff 30% from every service performed by him. In the alternative, Defendants guaranteed Plaintiff a minimum of \$750.00 for a week of 5 days/40 hours weekly, or \$18.75 an hour. As per the agreement Plaintiff would be paid the minimum of \$750.00 weekly or 30% commissions whichever was higher.
29. However, Defendants never honored the agreement in reference to the days and hours worked, and Plaintiff ended up working 7 days per week from Monday to Sunday, from 7:00 AM to 11:00 AM (16 hours each day), or a minimum of 112 hours per week. There were many weeks in which Plaintiff was called to perform, services after 12:00 AM, working even more hours every week.
30. In reference to Defendants' payments to Plaintiff, Defendants never honored the payment agreement, Plaintiff was not paid a commission of 30%, and neither was he paid the amount of \$750.00 in a consistent manner.

31. Plaintiff was paid every week a different amount. Plaintiff was not paid for all his working hours, he was not paid overtime hours, and he always receive his wages late and in partial payments.
32. Plaintiff had a pre-set mandatory schedule. Plaintiff reported every day to Defendant's yard, at 7:00 AM and he worked until 11:00 PM, or more, depending on the time Plaintiff finished the last service assigned to him by the dispatcher.
33. Defendants were able to track the hours worked by Plaintiff though the invoice ticket book, nevertheless Plaintiff was not allowed to keep a copy of the ticket. Plaintiff was unable to check the exact numbers of working hours every week, but he worked a minimum of 72 overtime hours which were not compensated at any rate not even at the minimum wage rate
34. Therefore, Defendant willfully failed to pay Plaintiff overtime hours at the rate of time and one-half his regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
35. Plaintiff was paid with checks without paystubs providing any accounting for hours worked, classification, etc.
36. Plaintiff was paid with checks without paystubs providing any accounting for hours worked, classification, etc.
37. The records, if any, concerning the number of hours actually worked by Plaintiff and those similarly situated, and the compensation actually paid to such employees should be in the possession and custody of Defendant. However, upon information and belief, Defendant did not maintain accurate time records of hours worked by Plaintiff and other employees.
38. Defendant violated the record keeping requirements of FLSA, 29 CFR Part 516.

39. Defendant never posted any notice, as required by the Fair Labor Standards Act and Federal Law, to inform employees of their federal rights to overtime and minimum wage payments.

Defendants violated the Posting requirements of 29 U.S.C. § 516.4.

40. Prior to the completion of discovery and to the best of Plaintiff's knowledge, at the time of the filing of this complaint, Plaintiff's good faith estimate of unpaid overtime wages is as follows:

*Plaintiff is going to provide a good faith estimated, based on a workweek of 7days/112 hours @ 18.75 an hour

* Please note that these amounts are based on a preliminary calculation and that these figures could be subject to modifications as discovery could dictate.

a. Total amount of alleged unpaid O/T wages:

Thirty Eight Thousand Four Hundred Sixty-Eight Dollars and 16/100 (\$38,468.16)

b. Calculation of such wages:

Total period of employment: 19 weeks

Total relevant weeks: 19

Total hours worked: 112 O/T hours

Total O/T hours: 72 O/T hours

Total unpaid O/T hours: 72 O/T hours

Paid weekly: \$750.00 weekly

\$750.00: 40 hours=\$18.75 x 1.5=\$28.12 O/T rate

$\$28.12 \times 72 \text{ O/T hours} = \$2,024.64 \times 19 \text{ weeks} = \$38,468.16$

c. Nature of wages (e.g. overtime or straight time):

This amount represents unpaid overtime wages.

41. At all times material hereto, the Employers/Defendants failed to comply with Title 29 U.S.C. §207 (a) (1), in that Plaintiff and those similarly-situated performed services and worked in excess of the maximum hours provided by the Act but no provision was made by the Defendants to properly pay them at the rate of time and one half for all hours worked in excess of forty hours (40) per workweek as provided in said Act.

42. Defendants knew and/or showed reckless disregard of the provisions of the Act concerning the payment of overtime wages as required by the Fair Labor Standards Act and remain owing Plaintiff and those similarly-situated these overtime wages since the commencement of Plaintiff's and those similarly-situated employee's employment with Defendant as set forth above, and Plaintiff and those similarly-situated are entitled to recover double damages.

43. At times mentioned, individual Defendant EDWIN RODRIGUEZ was and is now, the owner/partner and manager of AAA TOWING. Defendant EDWIN RODRIGUEZ was an employer of Plaintiff and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)]. This individual acted directly in the interests of AAA TOWING in relation to its employees including Plaintiff and others similarly situated. Defendant EDWIN RODRIGUEZ had financial and operational control of the business, provided Plaintiff with his work schedule and is jointly liable for Plaintiff's damages.

44. Defendants AAA TOWING and EDWING RODRIGUEZ willfully and intentionally refused to pay Plaintiff overtime wages at the rate of time and one-half his regular rate, as required by the law of the United States and remain owing Plaintiff these overtime wages since the commencement of Plaintiff's employment with Defendants as set forth above.

45. Plaintiff has retained the law offices of the undersigned attorney to represent him in this action and is obligated to pay a reasonable attorneys' fee.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff GUSTAVO A. MERCED and those similarly-situated respectfully requests that this Honorable Court:

- A. Enter judgment for Plaintiff GUSTAVO A. MERCED and other similarly-situated individuals and against the Defendants AAA TOWING and EDWING RODRIGUEZ on the basis of Defendants' willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and
- B. Award Plaintiff GUSTAVO A. MERCED actual damages in the amount shown to be due for unpaid overtime compensation for hours worked in excess of forty weekly, with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff reasonable attorneys' fees and costs of suit; and
- E. Grant such other and further relief as this Court deems equitable and just and/or available pursuant to Federal Law.

JURY DEMAND

Plaintiff GUSTAVO A. MERCED demands trial by jury of all issues triable as of right by jury.

COUNT II:
FEDERAL STATUTORY VIOLATION PURSUANT TO 29 U.S.C. 215 (a)(3)
RETALIATION; AGAINST ALL DEFENDANTS

- 46. Plaintiff GUSTAVO A. MERCED re-adopts each and every factual allegation as stated in paragraphs 1-22 of this complaint as if set out in full herein.
- 47. The employer AAA TOWING was engaged in interstate commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s)(1)(A). The Defendant is a towing company that has more than two employees directly and recurrently engaged in interstate commerce. At all times pertinent to this Complaint, the Employer/Defendant obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business, transmits funds outside

the State of Florida. Upon information and belief, the annual gross revenue of the Employers/Defendant was at all times material hereto in excess of \$500,000 per annum. By reason of the foregoing, Defendant's business activities involve those to which the Fair Labor Standards Act applies. Therefore, there is enterprise coverage.

48. Plaintiff was employed by an enterprise engage in interstate commerce and through his daily activities, Plaintiff, and other employees similarly situated regularly and recurrently participated in interstate commerce, by handling and working with goods and materials that were moved across State lines at any time in the course of business. Therefore, there is individual coverage.

49. 29 U.S.C. § 207 (a) (1) states, "if an employer employs an employee for more than forty hours in any work week, the employer must compensate the employee for hours in excess of forty at the rate of at least one and one-half times the employee's regular rate..."

50. Likewise, 29 U.S.C. 215(a)(3) states... it shall be unlawful for any person— "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 this chapter, or has testified or is about to testify in any such proceeding,....."

51. Defendant AAA TOWING and its owner EDWIN RODRIGUEZ employed Plaintiff GUSTAVO A. MERCED from approximately August 28, 2017, to January 10, 2018, or 19 weeks.

52. Plaintiff was hired as a non-exempt employee to perform non-exempt work as a tow-truck driver. Defendants promised to pay Plaintiff 30% from every service performed by him. In the alternative, Defendants guaranteed Plaintiff a minimum of \$750.00 for a week of 5

days/40 hours weekly, or \$18.75 an hour. As per the agreement Plaintiff would be paid the minimum of \$750.00 weekly or 30% commissions whichever was higher.

53. However, Defendants never honored the agreement in reference to the days and hours worked, and Plaintiff ended up working 7 days per week from Monday to Sunday, from 7:00 AM to 11:00 AM (16 hours each day), or a minimum of 112 hours per week. There were many weeks in which Plaintiff was called to perform, services after 12:00 AM, working even more hours every week.

54. In reference to Defendants' payments to Plaintiff, Defendants never honored the payment agreement, Plaintiff was not paid a commission of 30%, and neither was he paid the amount of \$750.00 in a consistent manner.

55. Plaintiff was paid every week a different amount. Plaintiff was not paid for all his working hours, he was not paid overtime hours, and he always receive his wages late and in partial payments.

56. Plaintiff was unable to check the exact numbers of working hours every week, but he worked a minimum of 72 overtime hours which were not compensated at any rate not even at the minimum wage rate.

57. Therefore, Defendant willfully failed to pay Plaintiff overtime hours at the rate of time and one-half his regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).

58. Plaintiff was not in agreement with the hours and the rate paid to him and complained to his manager, and to the owner of the business multiple times, and Defendant EDWIN RODRIGUEZ always answered: "That is how it is, if you don't like it you can leave".

59. These complaints constituted protected activity under 29 U.S.C. 215(a)(3).

60. On or about January 10, 2018, Plaintiff complained about his unpaid regular wages and overtime hours for the last time, at that moment he was owed 2 weeks of work, Plaintiff tried to talk to the owner of the business EDWIN RODRIGUEZ many times, but he did not answer to his phone calls.
61. This complaint constituted protected activity under 29 U.S.C. 215(a)(3).
62. The next day, the manager of the business Will (LNU) called Plaintiff and informed him, that he was fired, without further explanations.
63. At all times during his employment, Plaintiff performed his work satisfactorily. There was no reason other than a retaliatory action to terminate Plaintiff's employment with Defendant.
64. Plaintiff GUSTAVO A. MERCED seeks to recover 2 weeks of work, plus one week that Defendants retained as a Deposit, overtime hours liquidated damages, retaliatory damages, and any other relief as allowable by law.
65. At times mentioned, individual Defendant EDWIN RODRIGUEZ was and is now, the owner/partner and manager of AAA TOWING. Defendant EDWIN RODRIGUEZ was an employer of Plaintiff and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)]. This individual acted directly in the interests of AAA TOWING in relation to its employees including Plaintiff and others similarly situated. Defendant EDWIN RODRIGUEZ had financial and operational control of the business, provided Plaintiff with his work schedule and is jointly liable for Plaintiff's damages.

66. The termination of Plaintiff GUSTAVO A. MERCED by the Defendants was directly and proximately caused by Defendants' unjustified retaliation against Plaintiff because of his complaints about overtime payment, and regular wages in violation of Federal Law.

67. Moreover, Plaintiff's termination came just in temporal proximity after Plaintiff's participation in protected activity.

68. Defendants AAA TOWING and GUSTAVO A. MERCED willfully and maliciously retaliated against Plaintiff GUSTAVO A. MERCED by engaging in a retaliatory action that was materially adverse to a reasonable employee, and with the purpose to dissuade Plaintiff from exercising his rights under 29 U.S.C. 215(a)(3).

69. The motivating factor which caused Plaintiff GUSTAVO A. MERCED to be fired from the business, as described above was his complaint seeking his regular and overtime wages from the Defendants. In other words, Plaintiff would not have been fired, but for his complaints regarding overtime wages.

70. The Defendants' adverse actions against Plaintiff GUSTAVO A. MERCED were in direct violation of 29 U.S.C. 215 (a) (3) and, as a direct result, Plaintiff has been damaged.

71. Plaintiff GUSTAVO A. MERCED has retained the law offices of the undersigned attorney to represent him in this action and is obligated to pay a reasonable attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff GUSTAVO A. MERCED respectfully requests that this Honorable Court:

- A. Enter judgment declaring that the firing of Plaintiff GUSTAVO A. MERCED by Defendants AAA TOWING and GUSTAVO A. MERCED was an unlawful act of retaliation in violation of 29 U.S.C. 215 (a) (3).

- B. Enter judgment against Defendants AAA TOWING and GUSTAVO A. MERCED awarding Plaintiff GUSTAVO A. MERCED liquidated damages in an amount equal to the amount awarded as consequential damages;
- C. For all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages
- D. Enter judgment awarding Plaintiff reasonable attorney's fees and costs of this suit; and
- E. Grant such other and further relief as this Court deems necessary and proper.

JURY DEMAND

Plaintiff GUSTAVO A. MERCED demands trial by jury of all issues triable as of right by jury.

DATED: October 3, 2018

Respectfully submitted,

By: /s/ Zandro E. Palma
ZANDRO E. PALMA, P.A.
Florida Bar No.: 0024031
9100 S. Dadeland Blvd.
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Miami, FL 33156
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Attorney for Plaintiffs

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

GUSTAVO A. MERCED

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Zandro E. Palma, P.A. 9100 South Dadeland Blvd., Suite 1500 Miami, FL 33156

DEFENDANTS

AAA TOWING & RECOVERY, LLC d/b/a M.I.A. TOWING & RECOVERY, and EDWING RODRIGUEZ

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

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

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 Citizen of This State
PTF DEF Citizen of Another State
PTF DEF Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

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

Grid of categories for nature of suit including: CONTRACTS, REAL PROPERTY, CIVIL RIGHTS, TORTS, PERSONAL INJURY, LABOR, FORFEITURE/PENALTY, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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.
Brief description of cause:

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 10/03/2018 SIGNATURE OF ATTORNEY OF RECORD Zandro E. Palma

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [AAA Towing & Recovery Sued for Allegedly Unpaid Wages, Retaliation](#)
