

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

CASE NO:

RHONA NEMBHARD, and
all others similarly situated under
29 U.S.C. 216(b),

Plaintiff(s),

v.

TRUE BLUE HOME HEALTH CARE,
CORP. a Florida corporation, and
KARELINA REYES, individually,

Defendants.

_____ /

COMPLAINT

Plaintiff, RHONA NEMBHARD (“Plaintiff”), pursuant to *29 U.S.C. § 216(b)*, files the following Complaint against Defendants, TRUE BLUE HOME HEALTH CARE, CORP. (“TRUE BLUE”) and KARELINA REYES (“REYES”), individually (collectively referred to hereinafter as “Defendants”), on behalf of herself, and all others similarly situated, and alleges:

INTRODUCTION

1. Defendants have unlawfully deprived Plaintiff, and all other employees similarly situated, of minimum wage and overtime compensation during the course of their employment. This is an action arising under the Fair Labor Standards Act (“FLSA”) pursuant to *29 U.S.C. §§ 201-216*, to recover all wages owed to Plaintiff, and those similarly situated to Plaintiff, during the course of their employment.

PARTIES

2. During all times material hereto, Plaintiff was a resident of Broward County, Florida, over the age of 18 years, and otherwise *sui juris*.
3. During all times material hereto, Defendant, TRUE BLUE, was a Florida corporation located and transacting business within Broward County, Florida, within the jurisdiction of this Honorable Court. TRUE BLUE operates its principal location at 600 SW 3rd Street, Suite 5100G in Pompano Beach, Florida 33060.
4. During all times material hereto, Defendant, REYES, was and a resident of the Southern District of Florida, and was President and operator of the Defendant company within Broward County, Florida.
5. During all times material hereto, Defendant, REYES, was over the age of 18 years, and was vested with ultimate control and decision-making authority over the hiring, firing, pay practices for Defendant, TRUE BLUE, during the relevant time period.
6. Defendant, TRUE BLUE was Plaintiff's employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein.
7. Defendant, REYES, was also Plaintiff's employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein.

JURISDICTION AND VENUE

8. All acts and omissions giving rise to this dispute took place within Broward County, Florida.
9. Defendant, TRUE BLUE, is headquartered and regularly transacts business in Broward County, Florida, and jurisdiction is therefore proper within the Southern District of Florida pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. §§ 1331 and 1337.

10. Venue is proper within the Southern District of Florida pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1391(b).

GENERAL ALLEGATIONS

11. Defendant, TRUE BLUE, is a home health aide agency that has been operating in Broward County, Florida, since 2012.

12. According to its own website, TRUE BLUE's company vision is as follows:

The vision of True Blue is that one day every elder and special needs person in Broward County, Florida receives nourishing home healthcare services by having their basic needs met and that they will know they are valuable and not forgotten.

See www.trubluehomehealth.com/what-we-do

13. Based upon the content of its website, Defendant, TRUE BLUE, advertises itself to the South Florida community as a provider of healthcare services to elderly and disabled individuals.

14. Defendant, TRUE BLUE, sends its employees to the private dwellings of elderly and special needs individuals to offer home health medical services.

15. Some of the services offered by Defendant, TRUE BLUE, through its employees, are bathing, dressing, hygiene, health monitoring, healthcare services, housekeeping, laundry services, meal preparation, and companionship for elderly and/or sick individuals.

16. These activities constitute healthcare services under the Fair Labor Standards Act ("FLSA").

17. Defendant, TRUE BLUE, is covered under the FLSA through enterprise coverage, as TRUE BLUE was engaged in interstate commerce during all pertinent times in which Plaintiff was employed. More specifically, TRUE BLUE was engaged in operating an institution that provided healthcare services and care for the sick and elderly, including,

but not limited to: bathing, dressing, hygiene, health monitoring, housekeeping, and/or companionship. Accordingly, Defendant, TRUE BLUE, was engaged in interstate commerce pursuant to *29 U.S.C. § 203(s)(1)(B)*.

18. Furthermore, Defendant, TRUE BLUE, was also engaged in interstate commerce by virtue of the fact that its business activities involved those to which the FLSA applies. Defendant, TRUE BLUE's business and Plaintiffs' work TRUE BLUE affected interstate commerce because the materials and goods that Plaintiff used on a constant and/or continuous basis moved through interstate commerce prior to or subsequent to Plaintiff's use of the same.
19. During her employment with Defendant, TRUE BLUE, Plaintiff, and all other similarly situated employees, handled and worked with various goods and/or materials that have moved through interstate commerce, including, but not limited to: cleaning supplies, food items, cleaning equipment, linen materials, trash bags, hygiene products, and mobility equipment.
20. Defendant, TRUE BLUE, also regularly employed two (2) or more employees for the relevant time period, who handled goods or materials similar to those goods and materials handled by Plaintiff, or used the instrumentalities of interstate commerce, or the mails, thus making Defendant, TRUE BLUE's business an enterprise covered by the FLSA.
21. Upon information and belief, Defendant, TRUE BLUE, grossed or did business in excess of \$500,000.00 during the years of 2015, 2016, and 2017.
22. During all material times hereto, Plaintiff, and all others similarly situated, was a non-exempt employee of Defendant, TRUE BLUE, and Defendant, REYES, within the meaning of the FLSA.

23. Plaintiff began working as a non-exempt employee for Defendant, TRUE BLUE in July 2017.
24. Prior to beginning her employment with Defendant, TRUE BLUE, Plaintiff was required to submit a job application in-person at the company headquarters located at 600 SW 3rd Street, Suite 5100G in Pompano Beach, Florida.
25. Defendant, REYES, reviewed Plaintiff's job application and made the decision to hire Plaintiff.
26. Defendant, REYES, was President of Defendant, TRUE BLUE, and controlled Plaintiff's work schedule, the company's payroll practices, and was vested with ultimate hiring and firing decisions for Defendant, TRUE BLUE.
27. After hiring Plaintiff as a non-exempt employee, Defendant, REYES, and Defendant, TRUE BLUE, provided Plaintiff with a pair of medical scrubs that Plaintiff was required to wear while on the job and performing services on behalf of TRUE BLUE.
28. Plaintiff, and similarly situated individuals, were employed by Defendant, TRUE BLUE, as a home health aide and housekeeper and assisted individuals with bathing, toileting assistance, dressing, hygiene, and performed housekeeping, laundry, and healthcare services, prepared meals, and otherwise provided companionship to sick, elderly individuals.
29. Defendant, REYES, on behalf of Defendant, TRUE BLUE, assigned Plaintiff to provide home health aide services to J.L., an eighty-six (86) year old woman who resides in Lauderdale-by-the-Sea, Florida. Throughout the course of Plaintiff's employment, Defendant, REYES, on behalf of Defendant, TRUE BLUE, maintained control over the way in which Plaintiff offered her services, and provided instruction to Plaintiff.

30. Plaintiff worked for Defendant, TRUE BLUE, from July 2017 until her unlawful termination on September 14, 2017.

Plaintiff's Initial Employment Period

31. On July 1, 2017, Plaintiff worked her first day with J.L. and was assigned to provide services at J.L.'s residence in Lauderdale-by-the-Sea, Florida.

32. Plaintiff's agreed regular hourly rate during this initial time period was \$10.00 an hour.

33. During the first four shifts worked by Plaintiff, TRUE BLUE maintained and kept a record of all of the hours that Plaintiff worked.

34. On July 1, 2017, Plaintiff worked from 12:00 p.m. to 8:00 p.m. (8 hours) and was compensated in the amount of \$80.00.

35. On July 15, 2017, Plaintiff worked from 10:00 a.m. to 8:00 p.m. (10 hours) and was compensated in the amount of \$100.00.

36. On July 16, 2017, Plaintiff worked from 10:00 a.m. to 7:30 p.m. (9.5 hours) and was compensated in the amount of \$95.00.

37. On July 17, 2017, Plaintiff worked from 9:30 a.m. to 7:30 p.m. (10 hours) and was compensated in the amount of \$100.00.

38. During the hours of each day that Plaintiff was not providing services for J.L., another home health aide was assigned by Defendants, REYES, and TRUE BLUE, to provide services for J.L.

Plaintiff Works Overtime

39. After providing exemplary service to J.L. during the initial employment period, Plaintiff was contacted by Defendant, REYES, who instructed Plaintiff that she will need to start

working full-days with J.L. (including all hours throughout the night), because Defendant, REYES, and Defendant, TRUE BLUE, could find no other employee to work these shifts.

40. More specifically, Defendant, TRUE BLUE and Defendant, REYES, assigned Plaintiff to work with J.L. from Thursdays beginning at 8:00 a.m. through Tuesdays at 8:00 a.m. with no break whatsoever. Plaintiff was advised by Defendants that she would be expected to work this entire period of time.

41. Plaintiff was further instructed by Defendants that she would spend all of her time at J.L.'s residence and that this schedule would begin on Thursday, July 27, 2017.

42. From Thursday, July 27, 2017, at 8:00 a.m. through Tuesday, July 31, 2017, at 8:00 a.m., Plaintiff worked a total of **one hundred twenty (120) hours**.

43. However, from July 27, 2017, through July 31, 2017, Defendant, TRUE BLUE, only paid Plaintiff \$110.00 per day during this workweek for a total of \$550.00.

44. Then, during the workweek of August 3, 2017, through August 6, 2017, Plaintiff worked a total of **ninety-six (96) hours**.

45. However, during the workweek of August 3, 2017, through August 6, 2017, Defendant, TRUE BLUE, only paid Plaintiff \$120.00 per day during this workweek, for a total of \$480.00.

46. During the workweek of August 10, 2017, through August 14, 2017, Plaintiff worked a total of **one hundred twenty (120) hours**.

47. However, during the workweek of August 10, 2017, through August 14, 2017, Defendant, TRUE BLUE, only paid Plaintiff \$120.00 per day, for a total of \$600.00.

48. During the workweek of August 16, 2017, through August 20, 2017, Plaintiff worked a total of **one hundred twenty (120) hours**.

49. However, during the workweek of August 16, 2017, through August 20, 2017, Defendant, TRUE BLUE, only paid Plaintiff \$120.00 per day, for a total of \$600.00.

50. During the workweek of August 24, 2017, through August 27, 2017, Plaintiff worked a total of **ninety-six (96) hours**.

51. However, during the workweek of August 24, 2017, through August 27, 2017, Defendant, TRUE BLUE, only paid Plaintiff \$120.00 per day, for a total of \$480.00.

52. Finally, from August 31, 2017, through September 3, 2017, Plaintiff worked a total of **ninety-six (96) hours**.

53. During the workweek of August 31, 2017, through September 3, 2017, Defendant, TRUE BLUE, only paid Plaintiff \$120.00 per day, for a total of \$480.00.

Plaintiff Exercises Her Right to Overtime

54. In August 2017, after being required to regularly work more than one hundred (100) hours per week with no overtime pay whatsoever, Plaintiff approached Defendant, REYES, and addressed the fact that the hours she was working far exceeded the amount permitted under federal law, and that Plaintiff was entitled to be properly paid overtime compensation for all of the hours she was working.

55. In response to Plaintiff's assertion of her right to overtime pay, Defendant, REYES, expressly rejected Plaintiff's proper request, and specifically advised Plaintiff that she had no such right and would not be paid any overtime whatsoever.

56. Plaintiff then advised Defendant, REYES, that she specifically knew about the overtime laws because she had closely followed executive action taken by President Obama in previous years concerning proposed changes to federal wage laws. In following these

developments, Plaintiff learned about the various requirements under federal overtime laws.

57. Notwithstanding Plaintiff's correct recitation regarding the federal overtime requirements, Defendant, REYES, once again rejected Plaintiff's request.

58. Then, on September 14, 2017, Defendant, REYES sent the following text message to Plaintiff immediately after Plaintiff arrived at J.L.'s' residence to work:

You don't need to go to June's today.
WALK OUT NOW!!!!!!

59. Following Plaintiff's attempt to lawfully exercise her right to overtime under the FLSA, and upon Plaintiff's receipt of this text message from Defendant, REYES, Plaintiff attempted to work more shifts, but was terminated by Defendant, REYES, and Defendant, TRUE BLUE, and was never given another shift from Defendant, TRUE BLUE, ever again.

60. Defendant, REYES, refused to provide Plaintiff with any explanation for her termination.

61. Defendant, REYES, was the owner and President of Defendant, TRUE BLUE, during all times pertinent to this lawsuit, and had final decision-making authority for Defendant, TRUE BLUE, on issues of employment, termination, and payroll practices.

62. Defendant, REYES, knew that Plaintiff was working in excess of forty (40) hours per week, scheduled Plaintiff to work well over forty (40) hours per week, refused to pay Plaintiff any overtime whatsoever, incorrectly misled Plaintiff about overtime requirements, and approved the unlawful treatment of Plaintiff during all material times of Plaintiff's employment.

63. Defendant, REYES, was either recklessly indifferent as to the overtime requirements under federal law, or, in the alternative, *intentionally misled* Plaintiff so that the Defendants could avoid having to pay Plaintiff her lawful (and hard-earned) wages.

64. In the months that followed Plaintiff's unlawful termination, Defendant, REYES, sent multiple text messages to Plaintiff, in which she strongly cautioned Plaintiff against pursuing any legal action.

COUNT I – FEDERAL MINIMUM WAGE LAW VIOLATIONS – 29 U.S.C. § 203
(against All Defendants)

65. Plaintiff re-avers and re-alleges Paragraphs 1 through 64 above, as though fully set forth herein.

66. Defendant, TRUE BLUE, is covered under the FLSA through enterprise coverage, as TRUE BLUE was engaged in interstate commerce during all pertinent times in which Plaintiff was employed. More specifically, TRUE BLUE was engaged in operating an institution that provided healthcare services and care for the sick and elderly, including, but not limited to: bathing, dressing, hygiene, health monitoring, housekeeping, and/or companionship. Accordingly, Defendant, TRUE BLUE, was engaged in interstate commerce pursuant to 29 U.S.C. § 203(s)(1)(B).

67. Furthermore, Defendant, TRUE BLUE, was also engaged in interstate commerce by virtue of the fact that its business activities involved those to which the FLSA applies. Defendant, TRUE BLUE's business and Plaintiffs' work TRUE BLUE affected interstate commerce because the materials and goods that Plaintiff used on a constant and/or continuous basis moved through interstate commerce prior to or subsequent to Plaintiff's use of the same.

68. During her employment with Defendant, TRUE BLUE, Plaintiff, and all other similarly situated employees, handled and worked with various goods and/or materials that have

moved through interstate commerce, including, but not limited to: cleaning supplies, food items, cleaning equipment, linen materials, trash bags, hygiene products, and mobility equipment.

69. Defendant, TRUE BLUE, also regularly employed two (2) or more employees for the relevant time period, who handled goods or materials similar to those goods and materials handled by Plaintiff, or used the instrumentalities of interstate commerce, or the mails, thus making Defendant, TRUE BLUE's business an enterprise covered by the FLSA.

70. Upon information and belief, Defendant, TRUE BLUE, grossed or did business in excess of \$500,000.00 during the years of 2015, 2016, and 2017.

71. During all times pertinent to her employment, Defendants, TRUE BLUE, and REYES, treated Plaintiff as a non-exempt, hourly employee under the FLSA, and were on notice of the hours actually worked by Plaintiff.

72. Plaintiff was required to report directly to Defendant, REYES, who, as President of the corporation, ran the day-to-day operations of Defendant, TRUE BLUE, and made the day-to-day business decisions for Defendant, TRUE BLUE, including hiring, firing, payroll, and scheduling decisions.

73. Plaintiff was also regularly assigned tasks by Defendant, REYES, which demonstrates that Defendant, REYES, and Defendant, TRUE BLUE, maintained control and supervision over Plaintiff's day-to-day activities.

74. Defendant, REYES, was therefore Plaintiff's FLSA employer during all times pertinent to Plaintiff's employment with Defendant, TRUE BLUE, and is individually liable under the FLSA for any wage law violations committed.

75. Plaintiff was employed by Defendant, TRUE BLUE, from July 1, 2017, through September 14, 2017.

76. From July 22, 2017, through July 24, 2017, Plaintiff worked a total of seventy-two (72) hours for Defendants, but was only compensated a total of \$330.00 during this work week. Accordingly, Plaintiff was compensated at a rate of \$4.58 per hour. Defendants violated the FLSA by failing to pay Plaintiff at least the federal minimum wage of \$7.25 per hour. During this time period, Plaintiff is owed \$2.92 per hour for every single hour of work she performed. Plaintiff is owed \$140.80 in unliquidated damages for this time period. Defendants' actions were intentional and/or willful and Plaintiff is therefore entitled to liquidated damages for wages in the total amount of **\$281.60**.

77. From July 27, 2017, through July 31, 2017, Plaintiff worked a total of one hundred twenty (120) hours for Defendants, but was only compensated a total of \$550.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$4.58 per hour. Defendants violated the FLSA by failing to pay Plaintiff at least the federal minimum wage of \$7.25 per hour. During this time period, Plaintiff is owed \$2.92 per hour for every single hour of work she performed. Plaintiff is owed \$140.80 in unliquidated damages for this time period. Defendants' actions were intentional and/or willful and Plaintiff is therefore entitled to liquidated damages for wages in the total amount of **\$281.60**.

78. From August 3, 2017, through August 6, 2017, Plaintiff worked a total of ninety-six (96) hours for Defendants, but was only compensated a total of \$480.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour. Defendants violated the FLSA by failing to pay Plaintiff at least the federal minimum wage of \$7.25 per hour. During this time period, Plaintiff is owed \$2.25 per hour for every single hour of work she

performed. Plaintiff is owed \$124.00 in unliquidated damages for this time period. Defendants' actions were intentional and/or willful and Plaintiff is therefore entitled to liquidate damages for wages in the total amount of **\$248.00**.

79. From August 10, 2017, through August 14, 2017, Plaintiff worked a total of one hundred twenty (120) hours for Defendants, but was only compensated a total of \$600.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour. Defendants violated the FLSA by failing to pay Plaintiff at least the federal minimum wage of \$7.25 per hour. During this time period, Plaintiff is owed \$2.25 per hour for every single hour of work she performed. Plaintiff is owed \$124.00 in unliquidated damages for this time period. Defendants' actions were intentional and/or willful and Plaintiff is therefore entitled to liquidated damages for wages in the total amount of **\$248.00**.

80. From August 16, 2017, through August 20, 2017, Plaintiff worked a total of one hundred twenty (120) hours for Defendants, but was only compensated a total of \$600.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour. Defendants violated the FLSA by failing to pay Plaintiff at least the federal minimum wage of \$7.25 per hour. During this time period, Plaintiff is owed \$2.25 per hour for every single hour of work she performed. Plaintiff is owed \$124.00 in unliquidated damages for this time period. Defendants' actions were intentional and/or willful and Plaintiff is therefore entitled to liquidated damages for wages in the total amount of **\$248.00**.

81. From August 24, 2017, through August 27, 2017, Plaintiff worked a total of ninety-six (96) hours for Defendants, but was only compensated a total of \$480.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour. Defendants violated the FLSA by failing to pay Plaintiff at least the federal minimum wage of \$7.25 per hour.

During this time period, Plaintiff is owed \$2.25 per hour for every single hour of work she performed. Plaintiff is owed \$124.00 in unliquidated damages for this time period. Defendants' actions were intentional and/or willful and Plaintiff is therefore entitled to liquidated damages for wages in the total amount of **\$248.00**.

82. From August 31, 2017, through September 3, 2017, Plaintiff worked a total of ninety-six (96) hours for Defendants, but was only compensated a total of \$480.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour. Defendants violated the FLSA by failing to pay Plaintiff at least the federal minimum wage of \$7.25 per hour. During this time period, Plaintiff is owed \$2.25 per hour for every single hour of work she performed. Plaintiff is owed \$124.00 in unliquidated damages for this time period. Defendants' actions were intentional and/or willful and Plaintiff is therefore entitled to liquidated damages for wages in the total amount of **\$248.00**.

83. During all times pertinent to Plaintiff's employment, Defendants, TRUE BLUE, and REYES failed to comply with the FLSA record-keeping requirements. More specifically, Defendants failed to keep a proper record of all hours worked by Plaintiff during this time period and otherwise failed to properly display FLSA posters in a prominent position of their headquarters where such posters would be clearly visible to employees.

84. Defendants, TRUE BLUE, and REYES' failure to comply with the FLSA record-keeping requirements further demonstrates their willful conduct and warrants an award of liquidated damages in this case.

85. In total, Plaintiff demands **\$1,803.20** for Defendants' unlawful deprivation of minimum wages during Plaintiff's employment.

86. Plaintiff has been required to retain the undersigned counsel and law firm and is therefore entitled to recover her reasonable attorney fees and costs necessitated in the bringing of this action.

WHEREFORE, Plaintiff, RHONA NEMBHARD, demands judgment against Defendants, TRUE BLUE HOME HEALTH CARE CORP., and KARELINA REYES, and respectfully requests that she be awarded the following relief: (a) liquidated damages in the amount of \$1,803.20 to be paid by the Defendants jointly and severally; (b) reasonable attorney's fees and costs to be paid by the Defendants jointly and severally; (c) a statutory fine assessed against Defendants for their willful violation of the FLSA and its record-keeping requirements; and any and all such further relief as may be deemed just and reasonable under the circumstances.

COUNT II – FEDERAL OVERTIME WAGE VIOLATIONS – 29 U.S.C. § 207
(Against All Defendants)

87. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 64, as though set forth fully herein.

88. Defendant, TRUE BLUE, is covered under the FLSA through enterprise coverage, as TRUE BLUE was engaged in interstate commerce during all pertinent times in which Plaintiff was employed. More specifically, TRUE BLUE was engaged in operating an institution that provided healthcare services and care for the sick and elderly, including, but not limited to: bathing, dressing, hygiene, health monitoring, housekeeping, and/or companionship. Accordingly, Defendant, TRUE BLUE, was engaged in interstate commerce pursuant to 29 U.S.C. § 203(s)(1)(B).

89. Furthermore, Defendant, TRUE BLUE, was also engaged in interstate commerce by virtue of the fact that its business activities involved those to which the FLSA applies. Defendant, TRUE BLUE's business and Plaintiffs' work TRUE BLUE affected interstate commerce

because the materials and goods that Plaintiff used on a constant and/or continuous basis moved through interstate commerce prior to or subsequent to Plaintiff's use of the same.

90. During her employment with Defendant, TRUE BLUE, Plaintiff, and all other similarly situated employees, handled and worked with various goods and/or materials that have moved through interstate commerce, including, but not limited to: cleaning supplies, food items, cleaning equipment, linen materials, trash bags, hygiene products, and mobility equipment.

91. Defendant, TRUE BLUE, also regularly employed two (2) or more employees for the relevant time period, who handled goods or materials similar to those goods and materials handled by Plaintiff, or used the instrumentalities of interstate commerce, or the mails, thus making Defendant, TRUE BLUE's business an enterprise covered by the FLSA.

92. Upon information and belief, Defendant, TRUE BLUE, grossed or did business in excess of \$500,000.00 during the years of 2015, 2016, and 2017.

93. Pursuant to 29 U.S.C. § 207(a), "if an employer employs an employee for more than 40 hours in any work week, the employer must compensate the employee for hours in excess of 40 at the rate of at least one and one-half times the employee's regular rate..."

94. During all times pertinent to her employment, Defendants, TRUE BLUE, and REYES, treated Plaintiff as a non-exempt, hourly employee under the FLSA, and were on notice of the hours actually worked by Plaintiff.

95. Plaintiff was required to report directly to Defendant, REYES, who, as President of the corporation, ran the day-to-day operations of Defendant, TRUE BLUE, and made the day-to-day business decisions for Defendant, TRUE BLUE, including hiring, firing, payroll, and scheduling decisions.

96. Plaintiff was also regularly assigned tasks by Defendant, REYES, which demonstrates that Defendant, REYES, and Defendant, TRUE BLUE, maintained control and supervision over Plaintiff's day-to-day activities.

97. Defendant, REYES, was therefore Plaintiff's FLSA employer during all times pertinent to Plaintiff's employment with Defendant, TRUE BLUE, and is individually liable under the FLSA for any wage law violations committed.

98. Plaintiff was employed by Defendant, TRUE BLUE, from July 1, 2017, through September 14, 2017.

99. During the eleven (11) weeks of her employment with Defendant, TRUE BLUE, Plaintiff worked well over forty (40) hours per week on multiple occasions, but was **never** compensated for any hours she worked in excess of forty (40) each week.

100. From July 22, 2017, through July 24, 2017, Plaintiff worked a total of seventy-two (72) hours, but was only compensated a total of \$330.00 during this work week. Accordingly, Plaintiff was compensated at a rate of \$4.58 per hour, including for every hour worked over forty (40). During this time period, Plaintiff is owed \$6.29 per hour for every single hour of overtime work she performed. Plaintiff is owed \$201.28 in unliquidated damages for overtime this time period. Defendants willfully and/or intentionally violated the FLSA. Plaintiff claims **\$402.56** in liquidated damages.

101. From July 27, 2017, through July 31, 2017, Plaintiff worked a total of one hundred twenty (120) hours, but was only compensated a total of \$550.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$4.58 per hour, including for every hour worked over forty (40). During this time period, Plaintiff is owed \$6.29 per hour for every single hour of overtime work she performed. Plaintiff is owed \$504.00 in

unliquidated damages for this time period. Defendants willfully and/or intentionally violated the FLSA. Plaintiff is therefore entitled to liquidated damages in the amount of **\$1,008.00**.

102. From August 3, 2017, through August 6, 2017, Plaintiff worked a total of ninety-six (96) hours, but was only compensated a total of \$480.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour, including for every hour worked over forty (40). During this time period, Plaintiff is owed \$5.87 per hour for every single hour of overtime work she performed. Plaintiff is owed \$328.72 in unliquidated damages for this time period. Defendants willfully and/or intentionally violated the FLSA. Plaintiff claims **\$657.44** in liquidated damages.

103. From August 10, 2017, through August 14, 2017, Plaintiff worked a total of one hundred twenty (120) hours, but was only compensated a total of \$600.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour, including for every hour worked over forty (40). During this time period, Plaintiff is owed \$5.87 per hour for every single hour of overtime work she performed. Plaintiff is owed \$469.60 in unliquidated damages for this time period. Defendants willfully and/or intentionally violated the FLSA. Plaintiff is therefore entitled to liquidated damages in the amount of **\$939.20**.

104. From August 16, 2017, through August 20, 2017, Plaintiff worked a total of one hundred twenty (120) hours, but was only compensated a total of \$600.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour, including for every hour worked over forty (40). During this time period, Plaintiff is owed \$5.87 per hour for every single hour of overtime work she performed. Plaintiff is owed \$469.60 in

unliquidated damages for this time period. Defendants willfully and/or intentionally violated the FLSA. Plaintiff is therefore entitled to liquidated damages in the amount of **\$939.20**.

105. From August 24, 2017, through August 27, 2017, Plaintiff worked a total of ninety-six (96) hours, but was only compensated a total of \$480.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour, including for every hour worked over forty (40). During this time period, Plaintiff is owed \$5.87 per hour for every single hour of overtime work she performed. Plaintiff is owed \$328.72 in unliquidated damages for this time period. Defendants willfully and/or intentionally violated the FLSA. Plaintiff claims **\$657.44** in liquidated damages.

106. From August 31, 2017, through September 3, 2017, Plaintiff worked a total of ninety-six (96) hours, but was only compensated a total of \$480.00 during this workweek. Accordingly, Plaintiff was compensated at a rate of \$5.00 per hour, including for every hour worked over forty (40). During this time period, Plaintiff is owed \$5.87 per hour for every single hour of overtime work she performed. Plaintiff is owed \$328.72 in unliquidated damages for this time period. Defendants willfully and/or intentionally violated the FLSA. Plaintiff is therefore entitled to liquidated damages in the amount of **\$657.44**.

107. Plaintiff specifically advised Defendant, REYES, and Defendant, TRUE BLUE, of the number of hours she was working on the weekends on multiple occasions.

108. Defendant, REYES, and Defendant, TRUE BLUE, were also on notice of the number of hours worked by Plaintiff by virtue of the fact that REYES had assigned Plaintiff to work those shifts.

109. Defendants' failure, through today's date, to pay amounts owed pursuant to the Fair Labor Standards Act, is willful and intentional. Defendants, REYES and TRUE BLUE knew (or should have known) of the overtime requirements of the FLSA and either intentionally avoided or recklessly failed to investigate proper payroll practices as they relate to the law.

110. Accordingly, Plaintiff is entitled, and specifically requests, liquidated damages in an amount equal to double the unpaid time and a half that is due and owing, in an amount equaling **\$5,261.28**.

111. The amount set forth above is to Plaintiff's best current information, knowledge and belief, and constitutes an estimate of amounts owed based upon documentation in Plaintiff's possession and her own personal recollection.

112. Plaintiff is further entitled to all reasonable attorney's fees and litigation costs from the Defendants, jointly and severally, pursuant to the FLSA as cited above, with all amounts set forth hereinabove to be proven at trial, in a trial by jury, and for entry of judgment for such other amounts as this Court deems just and equitable.

WHEREFORE, Plaintiff, RHONA NEMBHARD, respectfully requests that this Honorable Court enter judgment in her favor and against Defendants, TRUE BLUE HOME HEALTH CARE CORP. and KARELINA REYES, and award Plaintiff: (a) double unpaid overtime wages as provided by the Fair Labor Standards Act to be paid by the Defendants, TRUE BLUE HOME HEALTH CARE CORP. and KARELINA REYES, jointly and severally; (b) all reasonable attorney's fees and litigation costs as permitted under the FLSA; and any and all such further relief as this Court may deem just and equitable under the circumstances.

COUNT III – RETALIATORY DISCHARGE IN VIOLATION OF 29 U.S.C. § 215(a)(3)
(Against All Defendants)

113. Plaintiff re-avers and re-alleges Paragraphs 1 through 64 above, as though fully set forth herein.
114. During all times material to Plaintiff's employment, Defendants, TRUE BLUE, and REYES, were Plaintiff's employer as defined under the FLSA.
115. Defendants, TRUE BLUE, and REYES, failed to properly disclose or apprise Plaintiff of her rights under the FLSA.
116. In August 2017, Plaintiff approached Defendant, REYES, and addressed the fact that the hours she was working each week far exceeded the amount permitted under federal law, and that Plaintiff was entitled to be properly paid overtime compensation.
117. Plaintiff's assertion of her right to receive overtime payment was made in good-faith and was sufficiently clear for Defendants to understand.
118. Defendant, REYES, expressly rejected Plaintiff's proper request for overtime, and advised Plaintiff that she had no such right and would not be paid any overtime whatsoever.
119. In response to Defendant, REYES' refusal to pay Plaintiff any overtime whatsoever, Plaintiff advised Defendant, REYES, that she specifically knew about the overtime laws because she had closely followed the executive action taken by President Obama regarding proposed changes to federal wage laws, which is how she had learned about federal law requirements concerning the payment of overtime.
120. Notwithstanding Plaintiff's correct position regarding the federal law overtime requirements, Defendant, REYES, once again rejected Plaintiff's request.

121. Then, on September 14, 2017, Defendant, REYES, sent the following text message to Plaintiff immediately after Plaintiff arrived at J.L.'s' residence to work:

You don't need to go to June's today.
WALK OUT NOW!!!!!!

122. Following Plaintiff's attempt to exercise her right to overtime compensation under the FLSA, and upon Plaintiff's receipt of this text message from Defendant, REYES, Plaintiff was terminated and was never given another shift from Defendant, TRUE BLUE, ever again.

123. A direct causal relationship exists between Plaintiff having informed Defendants of her overtime claim and the abrupt termination of her services shortly thereafter.

124. Defendant, REYES, refused to provide Plaintiff with any explanation of her decision to terminate Plaintiff.

125. Defendant, REYES, was the owner and President of Defendant, TRUE BLUE, during all times pertinent to this lawsuit, and had final decision-making authority for Defendant, TRUE BLUE, on issues of employment, termination, and payroll practices.

126. The motivating factor which caused Plaintiff's unlawful discharge as described above, was Plaintiff's attempt to exercise her right to overtime compensation, and therefore constitutes unlawful retaliatory discharge under *29 U.S.C. § 215(a)(3)*.

127. In the months following Plaintiff's termination, Defendant, REYES, has repeatedly sent text messages to Plaintiff's cell phone cautioning Plaintiff to not pursue any legal action.

128. These text messages further demonstrate Defendants' bad faith, and specific intent to deceive Plaintiff so that Defendants may continue to deprive Plaintiff of her hard-earned wages.

129. As a direct result of Defendants' conduct, Plaintiff has suffered emotional distress, loss of future pay, and has been damaged in an amount to be proven at trial.

WHEREFORE, Plaintiff, RHONA NEMBHARD, demands judgment be entered in her favor and against Defendants, TRUE BLUE HOME HEALTH CARE CORP. and KARELINA REYES, individually, for violation of 29 U.S.C. § 215(a)(3), and that she be awarded damages, as follows: (a) compensation for all lost wages, benefits, and other remuneration, and an additional equal amount as liquidated damages; (b) any other compensatory damages allowable at law; (c) economic and non-economic damages, including but not limited to damages for emotional distress; (d) pre- and post-judgment interest; (e) attorneys' fees and expenses incurred in the litigation of this action, plus court costs; and all such further relief as this court deems just and equitable under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff, RHONA NEMBHARD, hereby requests and demands a trial by jury on all appropriate claims.

Dated this 15th day of January, 2018.

Respectfully Submitted,

Jordan Richards, PLLC
401 East Las Olas Blvd.
Suite 1400
Fort Lauderdale, Florida 33301
Ph: (954) 871-0050
Counsel for Plaintiff, Rhona Nembhard

By: /s/ Jordan Richards
JORDAN RICHARDS, ESQUIRE
Florida Bar No. 108372
Jordan@jordanrichardslaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document was filed via CM/ECF on this 15th of
January, 2018.

By: /s/ Jordan Richards, Esquire
JORDAN RICHARDS, ESQ.
Florida Bar No. 108372

SERVICE LIST:

JS 44 (Rev. 2/08)

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 THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

RHONA NEMBHARD, and all others similarly situated under 29 U.S.C. 216(b)

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

(c) Attorney's (Firm Name, Address, and Telephone Number)

Jordan Richards, Esquire
Jordan Richards PLLC
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, Florida

DEFENDANTS

TRUE BLUE HOME HEALTH CARE CORP., a Florida corporation, and KARELINA REYES, individually,

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

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

Attorneys (If Known)

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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 (Excl. 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 | PERSONAL INJURY <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 | PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <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"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <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"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <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 | CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions | |

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

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Re-filed- (see VI below)
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page):

a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

29 U.S.C. 206; 29 U.S.C. 207; 29 U.S.C. 215

LENGTH OF TRIAL via 3-4 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 10,000.00 +

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE SIGNATURE OF ATTORNEY OF RECORD: *Jordan Richards* DATE: 01/15/2018

FOR OFFICE USE ONLY

AMOUNT _____ RECEIPT # _____ IFP _____

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

RHONA NEMBHARD, and all others similarly
situated under 29 U.S.C. 216(b),

Plaintiff(s)

v.

TRUE BLUE HOME HEALTH CARE CORP., and
KARELINA REYES, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

TRUE BLUE HOME HEALTH CARE, CORP.
Attn: Karelina Reyes, President
600 SW 3rd Street, Suite 5100G
Pompano Beach, Florida 33060

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jordan Richards, Esq.
Jordan Richards, PLLC
401 East Broward Blvd.
Suite 1400
Fort Lauderdale, Florida 33301

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

RHONA NEMBHARD, and all others similarly
situated under 29 U.S.C. 216(b),

Plaintiff(s)

v.

TRUE BLUE HOME HEALTH CARE CORP., and
KARELINA REYES, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

KARELINA REYES
361 NW 35th Court
Oakland Park, Florida 33309

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jordan Richards, Esq.
Jordan Richards, PLLC
401 East Broward Blvd.
Suite 1400
Fort Lauderdale, Florida 33301

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

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My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [True Blue Home Health Care Accused of Wage Violations](#)
