

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

JAVIER RAPPARD, on behalf of
himself and other similarly situated,

CASE NO.:

Plaintiff,

v.

DGD TRANSPORT, L.L.C. a Limited
Liability Company, and LUIS LOPEZ,
Individually,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, JAVIER RAPPARD, (“**Plaintiff**”), on behalf of himself and others similarly situated, by and through their undersigned counsel, file this Complaint against Defendants, DGD TRANSPORT, L.L.C., a Limited Liability Company (“**DGD Transport**”), and LUIS LOPEZ, individually (“**Lopez**” and together with **DGD**, “**Defendants**”) and state as follows:

INTRODUCTION

1. This is an action for failure to pay minimum wage and overtime wages pursuant to 29 U.S.C. § 216(b) and 29 U.S.C. § 206 and 207(a).

2. Section 6 of the FLSA requires payment of at least federal minimum wage for all weeks worked.

3. Section 7(a) of the FLSA requires payment of time-and-one-half an employee’s regular hourly rate whenever a covered employee works in excess of forty (40) hours per work

week. 29 U.S.C. § 207(a).

4. Defendants have violated the FLSA by misclassifying Plaintiff and those similarly situated as “independent contractors” and refusing to pay them both minimum wage and time and one-half for overtime.

JURISDICTION

5. Jurisdiction in this Court is proper as the claims are brought pursuant to the Fair Labor Standards Act, as amended (29 U.S.C. §201, et seq., hereinafter called the “FLSA”) to: (i) recover at least the statutory minimum wage for all hours worked; (ii) unpaid overtime wages; (iii) recover an additional equal amount as liquidated damages; and (iv) recover reasonable attorney’s fees and costs.

6. The jurisdiction of the Court over this controversy is based upon 29 U.S.C. §216(b).

7. Venue is proper as the acts and omissions giving rise to Plaintiffs’ claims occurred in Miami-Dade, Florida.

PARTIES

8. At all times material hereto, Javier Rappard, was a resident of Miami-Dade County, Florida.

9. At all times material hereto, DGD Transport, L.L.C., was a Florida Limited Liability Company, and maintained its principal place of business in Miami-Dade County, and engaged in business in Florida. DGD Transport, L.L.C., can be served with process upon its registered agent, Luis Lopez, at 475 Brickell Avenue, #4815, Miami, Florida 33131.

10. At all times material hereto, Luis Lopez, was a resident of Miami-Dade County, Florida, and can be served with process at 475 Brickell Avenue, #4815, Miami, Florida 33131.

11. At all times material hereto, Lopez operated DGD Transport.

12. At all times material hereto, Lopez regularly held and/or exercised the authority to hire and fire employees of DGD Transport.

13. At all times material hereto, Lopez regularly held and/or exercised the authority to determine the work schedules for the employees of DGD Transport.

14. At all times material hereto, Lopez regularly held and/or exercised the authority to control the finances and operations of DGD Transport.

15. By virtue of having regularly held and/or exercised the authority to: (a) hire and fire employees of DGD Transport; (b) determine the work schedules for the employees of DGD Transport; and (c) control the finances and operations of DGD Transport, Lopez is an employer as defined by 29 U.S.C. 201 *et. seq.*

16. DGD Transport is a third party logistics (“3PL”) company that provides outsourced logistics or distribution and fulfillment services, located in the “heart of Miami Dade County” at 1325 NW 78th Avenue, Suite 104, Doral, Florida 33126. <http://www.dgdtransport.com/>.

17. At all times material hereto, Plaintiff was “engaged in commerce” within the meaning of section 7 of the FLSA.

18. At all times material hereto, Plaintiff was an “employee” of Defendants within the meaning of the FLSA.

19. At all times material hereto, Plaintiff, was a night watchman, and was classified as

an “independent contractor” by Defendants.

20. The additional persons who may become Plaintiffs in this action are employees of Defendants who are also similarly situated and were not paid wages owed to them.

21. At all times hereto, Plaintiff was “engaged in commerce” and subject to individual coverage of the FLSA.

22. At all times hereto, Plaintiff was engaged in the “production of goods or service for commerce” and subject to the individual coverage of the FLSA.

23. At all times material hereto, the work performed by the Plaintiff was directly essential to the business performed by Defendants.

24. At all times material hereto, Defendant(s) was an “employer” within the meaning of the FLSA, and Defendant(s) continue to be an “employer” within the meaning of the FLSA.

25. At all times material hereto Defendant(s) was and continues to be “engaged in commerce” within the meaning of the FLSA.

26. At all times material hereto, Defendant(s) was, and continues to be an “enterprise engaged in commerce” within the meaning of the FLSA.

27. Based upon information and belief, the annual gross revenue of Defendants, were in excess of \$500,000.00 per annum during the relevant time periods.

28. At all times material to this action, Defendants advertised on the internet, processed credit cards from out of state patrons, communicated via mail, email, and telephone with their out of state patrons, and provided 3PL services in and out of state for its national and international clientele related to its business here in Miami-Dade County.

29. At all times material hereto, Defendant(s) employed at least two or more

employees who regularly handled, sold or otherwise worked with goods or materials that had once moved through interstate commerce, during the performance of their duties.

STATEMENT OF FACTS

30. Defendants operate a 3PL entity that facilitates distribution and fulfillment services on behalf of other companies in and out of the State of Florida.

31. Defendants misclassified Plaintiff as an independent contractor from the inception of his employment.

32. Defendants hired Plaintiff Javier Rappard in or around or November 2014, to work as a night watchman. In this capacity, he was paid an hourly rate of \$10.00.

33. As night watchman, Plaintiff's job duties included, but were not limited to, making rounds, checking-in and checking out drivers at the gate, and maintaining the property safe and secure.

34. While employed as a night watchman, Plaintiff did not supervise two or more full time employees of Defendants.

35. Plaintiff did not have the ability to negotiate his rate(s) of pay.

36. Plaintiff did not negotiate his rate(s) of pay, rather Plaintiff's rate(s) of pay was pre-set by Defendants.

37. Plaintiff was required to follow all of Defendants' company policies and procedures.

38. Defendants determined Plaintiff's work schedule from approximately November 2014, until the termination of the Plaintiff's employment, in or around April 2016.

39. Defendants provided all of the supplies necessary for Plaintiff to perform his work.

40. Plaintiff was not incorporated or otherwise in business for himself during the time that he performed work for Defendants.

41. If Plaintiff wished to take a day off, he was required to request permission from Defendants.

42. Until his termination, Plaintiff did not generate any of his own work as night watchman; rather, he received his assignment from Defendants.

43. Plaintiff's opportunity for profit or loss did not depend on his individual entrepreneurial skills.

44. The work performed by Plaintiff was essential and integral to Defendants' 3PL business.

45. During Plaintiff's employment, Plaintiff's direct supervisor(s) worked for Defendants.

46. Defendants controlled the way in which Plaintiff performed his work, by instructing Plaintiff in the way Defendants wanted the work performed.

47. Defendants set rules and guidelines governing Plaintiff's employment, including but not limited to, hours of work, Plaintiff's rate of pay, and paid time off.

48. Plaintiff did not have the ability to alter or change the terms of his employment.

49. Plaintiff was economically dependent upon Defendants for his livelihood from approximately November 2014 through April 2016.

50. Specifically, Plaintiff earned 100% of his income from Defendants between approximately November 2014 through April 2016.

51. Defendants knew or should have known that Plaintiff was economically dependent on Defendants and not in business for himself, as he routinely worked over 40 hours per week for Defendants.

52. During the time he worked for Defendants, Plaintiff regularly worked more than forty (40) hours in a workweek.

53. In various weeks during his employment, continuing through approximately April 2016, Defendants failed to compensate Plaintiff at a rate of one and one-half times Plaintiff's regular rate of pay for all hours worked in excess of forty (40) hours in a single workweek.

54. Plaintiff should be compensated at the rate of one and one-half times Plaintiff's regular rate for those hours that Plaintiff worked in excess of forty (40) hours per workweek, as required by the FLSA, in weeks in which he performed work for Defendants.

55. In various weeks during his employment, continuing through approximately April 2016, Defendants failed to pay Plaintiff at least the federal minimum wage for all weeks worked.

56. Defendants are in possession of the majority of the records reflecting the amounts paid and the actual hours worked by Plaintiff.

57. The additional persons who may become Plaintiffs in this action also "worked" for Defendants as hourly paid employees while misclassified as independent contractors, worked under the same terms and conditions, and pursuant to the policies, practices, and procedures applicable to Plaintiffs, and were denied proper overtime compensation for overtime hours due to these policies, practices and procedures, including the policy and practice of misclassifying employees as independent contractors.

58. Defendants have violated Title 29 U.S.C. §206 and §207 from at least November

2014 through April 2016, in that:

A. Plaintiff, and those similarly situated, worked in excess of forty (40) hours in one or more workweeks for the period of employment with Defendants;

B. No payments or provisions for payment have been made by Defendants to properly compensate Plaintiff, and those similarly situated, at the statutory rate of one and one-half times his regular rate for all hours worked in excess of forty (40) hours per workweek, as provided by the FLSA due to the policies and practices described above; and

C. Defendants' failed to pay Plaintiff at least minimum wage for all hours worked in violation of the FLSA; and

D. Defendants have failed to maintain proper time records as mandated by the FLSA.

59. Upon information and belief, Defendants did not rely upon any written administrative regulation, order, ruling, approval or interpretation of the Department of Labor Wage and Hour Division in creating Plaintiff's pay structure.

60. Defendants knew or should have known with reasonable diligence that its conduct violated the Fair Labor Standards Act or was in reckless disregard for its provisions. As such, Defendants' violation of the law was willful.

61. Plaintiff has retained the law firm of Morgan & Morgan, P.A., to represent Plaintiff in the litigation and have agreed to pay the Firm a reasonable fee for its services.

COUNT I
RECOVERY OF OVERTIME COMPENSATION

62. Plaintiff realleges and reavers paragraphs 1 through 61 of the Complaint as if fully

set forth herein.

63. Plaintiff was an employee of Defendants.

64. Defendants were Plaintiff's employers as defined by the FLSA.

65. Defendant, DGD Transport, is a covered enterprise as defined by the FLSA.

66. Plaintiff regularly worked in excess of forty (40) hours per week for Defendants.

67. Plaintiff is entitled to one and one half times his regular hourly rate for all hours worked over forty (40) in each week during which he worked as a night watchman for Defendants.

68. Defendants failed to pay Plaintiff time and one half his regular hourly rate for all hours worked in excess of forty (40) in each week in which he worked as night watchman for Defendant.

70. Defendants' actions were willful and/or showed reckless disregard for the provisions of the FLSA, as evidenced by their failure to compensate Plaintiff, and those similarly situated, at the statutory rate of one and one-half times their regular rate of pay for the hours worked in excess of forty (40) hours per workweek when it knew, or should have known, such was, and is, due.

71. Defendants failed to properly disclose or apprise each Plaintiff of Plaintiff's rights under the FLSA.

72. Due to the intentional, willful, and unlawful acts of Defendants, each Plaintiff, and those similarly situated, suffered and continue to suffer damages and lost compensation for time worked over forty (40) hours per week, plus liquidated damages.

73. At all times material hereto, Defendants failed, and continues to fail, to maintain

proper time records as mandated by the FLSA.

74. Based upon information and belief, Plaintiff was not paid for all hours worked, and to the extent such hours, if properly credited to Plaintiff, would have credited Plaintiff with more than forty (40) or more hours in a work week, Defendants have failed to properly pay Plaintiff, proper overtime wages at time and one-half their regular rate of pay for such hours.

75. Plaintiff routinely worked more than 40 hours a week without being paid adequate overtime compensation by Defendants.

76. Based upon information and belief, the employees and former employees of Defendants similarly situated to Plaintiff were not paid proper overtime for hours worked in excess of forty (40) in one or more workweeks because Defendant has failed to properly pay Plaintiff proper overtime wages at time and one-half of the lawful regular rate of pay for such hours, pursuant to a policy, plan or decision equally applicable to similarly situated employees.

77. Plaintiff is entitled to an award of reasonable attorney's fees and costs pursuant to 29 U.S.C. §216(b).

COUNT II
RECOVERY OF MINIMUM WAGE COMPENSATION

78. Plaintiff re-alleges and incorporates paragraphs 1 through 61 of the Complaint as if fully set forth herein.

79. Plaintiff was entitled to be paid the applicable federal/Florida minimum wage for each workweek Plaintiff worked during Plaintiff's employment with Defendant. *See* 29 C.F.R. 778.5.

80. Defendants failed to pay Plaintiff the applicable minimum wage for each hour Plaintiff worked for Defendants.

81. Plaintiff has demanded proper compensation from one or more weeks of work with

Defendant, but Defendants have refused and/or failed to compensate Plaintiff for same. As a result of Defendant's actions in this regard, Plaintiff has not been paid the applicable minimum wage during one or more weeks of his employment with Defendants. As a result of Defendant's actions in this regard, Plaintiff has not been paid the applicable minimum wage for each hour worked during one or more weeks of employment with Defendants.

82. Defendants had specific knowledge it was paying sub-minimum wage to Plaintiff, but still failed to pay Plaintiff at least minimum wages.

83. Defendants willfully failed to pay Plaintiff the applicable minimum wage for one or more weeks of work contrary to 29 U.S.C. §206.

84. As a direct and proximate result of Defendants' deliberate underpayment of wages, Plaintiff has been damaged in the loss of minimum wages for one or more weeks of work with Defendants.

COUNT III
RECOVERY OF MINIMUM WAGES (Florida Constitution)

85. Plaintiff re-alleges and incorporates paragraphs 1 through 61 of the Complaint as if fully set forth herein.

86. Plaintiff was entitled to be paid minimum wages for each week worked during employment with Defendant.

87. Plaintiff was not paid the proper minimum wage, pursuant to Article X, Section 24 of the Florida Constitution.

88. Defendants willfully failed to pay Plaintiff minimum wages for one or more weeks during Plaintiff's employment contrary to Article X, Section 24 of the Florida Constitution.

89. As a direct and proximate result of Defendants' deliberate underpayment of wages, Plaintiff has been damaged in the loss of minimum wages for one or more weeks of work with Defendant.

90. Plaintiff is entitled to an award of damages in an amount equal to the relevant Florida minimum wage and an equal amount as liquidated damages.

91. Plaintiff is entitled to an award of reasonable attorneys' fees and costs, pursuant to Article X, Section 24 of the Florida Constitution.

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully request:

- a. A declaration be entered, pursuant to 29 U.S.C. §§2201 and 2202, that the acts and practices complained of herein are in violation of the maximum hour and minimum wage provisions of the FLSA and/or Article X, Section 24 of the Florida Constitution;
- b. Conditional certification, pursuant to Section 216(b) of the FLSA, of Defendants' employees, who were misclassified as independent contractors and who performed labor in furtherance of Defendants 3PL business, and worked over 40 hours in one or more workweeks;
- c. An Order permitting Notice to all potential class members;
- d. Entry of a judgment awarding:
 - i. Plaintiff minimum wages for each hour worked during an applicable work week in which he was not compensated appropriately;
 - ii. Plaintiff overtime compensation in the amount due to him for Plaintiff's time worked in excess of forty (40) hours per work week,
 - iii. Plaintiff liquidated damages in an amount equal to the overtime award and minimum wage award,
 - iv. Plaintiff reasonable attorney's fees and costs and expenses of the litigation pursuant to 29 U.S.C. §216(b) and or Article X, Section 24 of the Florida Constitution;
 - v. Awarding Plaintiff pre-judgment interest; and
- e. Any such other and further the Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable as a matter of right.

DATED this 19th day of December, 2016.

Respectfully submitted,

MORGAN & MORGAN, P.A.

By: /s/ Paul M. Botros

Paul M. Botros, Esq.

Florida Bar No.:63365

600 N. Pine Island Rd., Suite 400

Plantation, Florida 33324

Telephone: (954) 318-0268

Facsimile: (954) 333-3517

[E-mail: PBotros@forthepeople.com](mailto:PBotros@forthepeople.com)

Trial Attorneys for Plaintiffs

JS 44 (Rev. 12/12)

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

JAVIER RAPPARD, on behalf of himself and other similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Morgan & Morgan
600 N. Pine Island Road, Suite 400, Plantation, FL 33324
T: 954-318-0268 F: 954-327-3013

DEFENDANTS

DGD TRANSPORT, L.L.C. a Limited Liability Company, and LUIS LOPEZ, Individually,

County of Residence of First Listed Defendant Miami-Dade
(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 | | 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	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 <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <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	<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))	<input type="checkbox"/> 375 False Claims Act <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
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<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	<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	Habeas Corpus: <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 Other: <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	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application <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 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

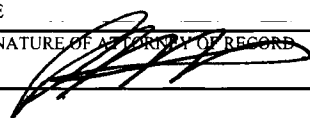
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 USC Section 216(b)
Brief description of cause:
Recovery of unpaid wages

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 12/19/16 SIGNATURE OF APPLICANT OR RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

JAVIER RAPPARD, on behalf of himself and other similarly situated,

Plaintiff(s)

v.

DGD TRANSPORT, L.L.C. a Limited Liability Company, and LUIS LOPEZ, Individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) LUIS LOPEZ, Individually
DGD TRANSPORT, L.L.C.
475 Brickell Avenue, #4815
Miami, Florida 33131

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:

PAUL M. BOTROS, ESQ.
MORGAN & MORGAN, P.A.
600 N. PINE ISLAND ROAD, SUITE 400
PLANTATION, FL 33324
T: 954-318-0268

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 \$ _____ 0.00 _____.

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

JAVIER RAPPARD, on behalf of himself and other similarly situated,

Plaintiff(s)

v.

DGD TRANSPORT, L.L.C. a Limited Liability Company, and LUIS LOPEZ, Individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DGD TRANSPORT, L.L.C. 475 Brickell Avenue, #4815 Miami, Florida 33131

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:

PAUL M. BOTROS, ESQ. MORGAN & MORGAN, P.A. 600 N. PINE ISLAND ROAD, SUITE 400 PLANTATION, FL 33324 T: 954-318-0268

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 \$ _____ 0.00 .

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: [DGD Transport Slammed with Unpaid OT Lawsuit](#)
