

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.:

MIGUEL SANDOVAL
and other similarly-situated individuals,

Plaintiff (s),

v.

J.A. SECURITY SPECIAL SERVICES LLC
and JORGE ALORDA, individually,

Defendants,

_____ /

COMPLAINT

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

COMES NOW the Plaintiff MIGUEL SANDOVAL, and other similarly-situated individuals, by and through the undersigned counsel, and hereby sues Defendants J.A. SECURITY SPECIAL SERVICES LLC and JORGE ALORDA, individually and alleges:

JURISDICTION VENUES AND PARTIES

1. This is an action to recover money damages for retaliation, and unpaid minimum and overtime wages 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 MIGUEL SANDOVAL is a resident of Miami-Dade County, Florida, within the jurisdiction of this Honorable Court. Plaintiff is a covered employee for purposes of the Act.

3. Defendant J.A. SECURITY SPECIAL SERVICES LLC (hereinafter J.A. SECURITY SPECIAL SERVICES, or Defendant) is a Florida corporation having its main place of business in Miami-Dade County, Florida, where Plaintiff worked for Defendant, and at all times material hereto, Defendant was engaged in interstate commerce.
4. The individual Defendant JORGE ALORDA was and is now, owner/manager of the J.A. SECURITY SPECIAL SERVICES. Defendant JORGE ALORDA 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)], and he is jointly liable for Plaintiff’s damages.
5. All the action raised in this complaint took place in Dade County Florida, within the jurisdiction of this Court.

GENERAL ALLEGATIONS

6. This cause of action is brought by Plaintiff MIGUEL SANDOVAL to recover from Defendants minimum and overtime wages, 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”).
7. Corporate Defendant J.A. SECURITY SPECIAL SERVICES is a Florida corporation that provides security services for business, residential communities, construction sites, executive body guard services, etc.
8. Defendant J.A. SECURITY SPECIAL SERVICES employed Plaintiff MIGUEL SANDOVAL as a non-exempt security employee, approximately from December 9, 2016 to December 17, 2017, or 53 weeks.
9. Plaintiff’s hourly rate was \$8.00 an hour and his overtime rate should be \$12.00 an hour.

10. Plaintiff worked as a security guard at different locations, but he had a regular/official schedule. Most of the time Plaintiff worked 4 days the night shift, from Thursdays to Sundays from 10:PM to 6:00 AM (8 hours daily). Plaintiff completed 32 regular working hours in a week period.
11. However, throughout his period of employment there were many weeks in which Plaintiff worked more than 40 hours every week period. Nevertheless, Plaintiff never was properly compensated for overtime hours worked. When Defendants paid Plaintiff overtime hours, they paid him for some overtime hours and at his regular rate.
12. During his employment with Defendants, Plaintiff was not paid his wages on regular paydays, in timely fashion. Plaintiff was paid always late and in partial payments.
13. Furthermore, Plaintiff was not paid his regular wages during the months of September, October, November, and December 2017, which represented 15 weeks without receiving his hard-earned wages.
14. Plaintiff did not clock in and out, and he was paid in cash, without paystubs, or any kind of records providing basic information such as, total number of days and hours worked, overtime hours worked, wage rate paid, employment taxes withheld etc.
15. Plaintiff is not in possession of time and payment records, but he estimates that Defendants did not pay him for approximately 161 accumulated overtime hours, at any rate, not even the minimum wage rate.
16. Plaintiff never was in agreement with the number of hours paid to him and complained multiple times to owner/manager JORGE ALORDA.

17. On or about December 17, 2017, Plaintiff complained the last time to JORGE ALORDA, and demanded to be paid his overdue regular wages and overtime hours. As a retaliation for Plaintiff's complaints, Plaintiff was fired the same day.
18. In the present complaint, Plaintiff is claiming only 161 overtime hours that were not paid to him at any rate. Nevertheless, there is a substantial number of overtime hours that were paid at Plaintiff's regular rate. For these hours Plaintiff is owed half-time which will be included after proper discovery.
19. Plaintiff MIGUEL SANDOVAL seeks to recover any unpaid regular wages, overtime hours, retaliatory damages, and any other relief as allowable by law.
20. 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 minimum and 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

21. Plaintiff MIGUEL SANDOVAL re-adopts each and every factual allegation as stated in paragraphs 1-20 above as if set out in full herein.
22. This cause of action is brought by Plaintiff MIGUEL SANDOVAL as a collective action to recover from Defendant overtime compensation, liquidated damages, costs and reasonably 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 September 2012, (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.”

23. Defendant J.A. SECURITY SPECIAL SERVICES was and is 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 provides security services and, through its business activity, affects interstate commerce. Defendant has more than two employees recurrently engaged in commerce or in the production of goods or services for commerce by regularly and recurrently using the instrumentalities of interstate commerce to accept and solicit funds from non-Florida sources; by using electronic devices to authorize credit card transactions. Upon information and belief, the annual gross revenue of the Employer/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 FLSA enterprise coverage.
24. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Particularly, Plaintiff was a security employee, and through his daily activities, Plaintiff provided security services to entities engaged in interstate commerce. Therefore, there is FLSA individual coverage.
25. Defendant J.A. SECURITY SPECIAL SERVICES employed Plaintiff MIGUEL SANDOVAL as a non-exempt security employee, approximately from December 9, 2016 to December 17, 2017, or 53 weeks.
26. Plaintiff’s hourly rate was \$8.00 an hour and his overtime rate should be \$12.00 an hour.

27. Plaintiff worked as a security guard at different locations, but he had a regular/official schedule. Most of the time Plaintiff worked 4 days the night shift, from Thursdays to Sundays from 10:PM to 6:00 AM (8 hours daily). Plaintiff completed 32 regular working hours in a week period.
28. However, throughout his period of employment there were many weeks in which Plaintiff worked more than 40 hours every week period. Nevertheless, Plaintiff never was properly compensated for overtime hours worked. When Defendants paid Plaintiff overtime hours, they paid him for some overtime and at his regular rate.
29. During his employment with Defendants, Plaintiff was not paid his wages on regular paydays, in timely fashion. Plaintiff was paid always late and in partial payments.
30. Plaintiff did not clock in and out, and he was paid in cash, without paystubs, or any kind of records providing basic information such as, total number of days and hours worked, overtime hours worked, wage rate paid, employment taxes withheld etc.
31. Plaintiff is not in possession of time and payment records, but he estimates that Defendants did not pay him for approximately 161 accumulated overtime hours, at any rate, not even the minimum wage rate.
32. Therefore, Defendant failed to pay Plaintiff at the rate of time and a half his regular rate for every hour in excess of forty, in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
33. In the present complaint, Plaintiff is claiming only 161 overtime hours that were not paid to him at any rate. Nevertheless, there is a substantial number of overtime hours that were paid at Plaintiff's regular rate. For these hours Plaintiff is owed half-time which will be included after proper discovery.

34. 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 time accurate records of hours worked by Plaintiff and other employees.

35. Defendant violated the record keeping requirements of FLSA, 29 CFR Part 516.

36. 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 off the clock overtime wages is as follows:

*Please note that these amounts are based on a preliminary calculation and that these figures could be subject to modification as discovery could dictate. Plaintiff is not including half-time for O/T hours that were paid to him at his regular rate.

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

One Thousand Nine Hundred Thirty-Two Dollars and 00/100 (\$1,932.00)

b. Calculation of such wages:

Total time of employment: 53 weeks

Relevant weeks of employment: 53 weeks

Unpaid overtime hours: 161 O/T hours accumulated.

Regular rate: \$8.00 x 1.5= \$12.00 O/T rate

\$12.00 O/T rate x 161 unpaid O/T hours= \$1,932.00

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

This amount represents unpaid overtime wages.

37. At all times material hereto, the Employer/Defendant 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 Defendant 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.

38. Defendant 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 remains 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.
39. At the times mentioned, individual Defendant JORGE ALORDA was the owner/manager of J.A. SECURITY SPECIAL SERVICES. Defendant JORGE ALORDA 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)], in that this individual Defendant acted directly in the interests of J.A. SECURITY SPECIAL SERVICES in relation to its employees, including Plaintiff and others similarly situated. Defendant JORGE ALORDA had financial and operational control of the corporation, determined terms and working conditions of Plaintiff and other similarly situated employees, and is jointly liable for Plaintiff's damages.
40. Defendants J.A. SECURITY SPECIAL SERVICES and JORGE ALORDA 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.
41. 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 and those similarly-situated respectfully requests that this Honorable Court:

- A. Enter judgment for Plaintiff MIGUEL SANDOVAL and other similarly-situated individuals and against the Defendants J.A. SECURITY SPECIAL SERVICES and JORGE ALORDA on the basis of Defendants willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and
- B. Award Plaintiff MIGUEL SANDOVAL 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 MIGUEL SANDOVAL demands trial by jury of all issues triable as of right by jury.

COUNT II:

F.L.S.A. WAGE AND HOUR FEDERAL STATUTORY VIOLATION: FAILURE TO PAY MINIMUM WAGE; AGAINST ALL DEFENDANTS

- 42. Plaintiff MIGUEL SANDOVAL re-adopts each and every factual allegation as stated in paragraphs 1-20 of this complaint as if set out in full herein.
- 43. Defendant J.A. SECURITY SPECIAL SERVICES LLC was and is 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 provides security services and, through its business activity, affects

interstate commerce. Defendant has more than two employees recurrently engaged in commerce or in the production of goods or services for commerce by regularly and recurrently using the instrumentalities of interstate commerce to accept and solicit funds from non-Florida sources; by using electronic devices to authorize credit card transactions. Upon information and belief, the annual gross revenue of the Employer/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 FLSA enterprise coverage.

44. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Particularly, Plaintiff was a security employee, and through his daily activities, Plaintiff provided security services to entities engaged in interstate commerce.

45. This action is brought by Plaintiff to recover from the Employer unpaid minimum wages, as well as an additional amount as liquidated damages, costs, and reasonable attorney's fees under the provisions of 29 U.S.C. § 201 et seq., and specifically under the provisions of 29 U.S.C. §206. U.S.C. §206 states "Every employer shall pay to each of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, wages at the following rates:

(1) except as otherwise provided in this section, not less than—

(A) \$5.85 an hour, beginning on the 60th day after May 25, 2008;

(B) \$6.55 an hour, beginning 12 months after that 60th day; and

(C) \$7.25 an hour, beginning 24 months after that 60th day.

46. Defendant J.A. SECURITY SPECIAL SERVICES employed Plaintiff MIGUEL SANDOVAL as a non-exempt security employee, approximately from December 9, 2016 to December 17, 2017, or 53 weeks.
47. Plaintiff's hourly rate was \$8.00 an hour and his overtime rate should be \$12.00 an hour.
48. Plaintiff worked as a security guard at different locations, but he had a regular/official schedule. Most of the time Plaintiff worked 4 days the night shift, from Thursdays to Sundays from 10:PM to 6:00 AM (8 hours daily). Plaintiff completed 32 regular working hours in a week period.
49. During his employment with Defendants, Plaintiff was not paid his wages on regular paydays, in timely fashion. Plaintiff was paid always late and in partial payments.
50. Furthermore, Plaintiff was not paid his regular wages during the months of September, October, November, and December 2017, which represented 15 weeks without receiving his hard-earned wages.
51. Plaintiff did not clock in and out, and he was paid in cash, without paystubs, or any kind of records providing basic information such as, total number of days and hours worked, overtime hours worked, wage rate paid, employment taxes withheld etc.
52. Plaintiff was fired on or about December 17, 2017. However, he was not paid his regular wages for the last 15 weeks of employment.
53. In the present complaint Plaintiff is claiming 15 weeks with 32 regular hours each. However, there were many weeks in which Plaintiff worked more than 32 regular hours.
54. The records, if any, concerning the number of hours actually worked by Plaintiff and all other employees, 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 and complete time records of hours worked by Plaintiff.

55. Defendant violated the record keeping requirements of FLSA, 29 CFR Part 516.

56. 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 wages are as follows:

*Florida minimum wage 2017 is \$8.10 which is higher than the Federal minimum wage. As per FLSA regulations the higher minimum wage applies. In the present complaint Plaintiff is claiming 15 weeks of 32 hours, however there were many weeks in which Plaintiff worked more than 32 regular hours. Calculations will be adjusted after proper discovery.

a. Total amount of alleged unpaid wages:

Three Thousand Eight Hundred Eighty-Eight Dollars and 00/100 (\$3,888.00)

b. Calculation of such wages:

Total relevant weeks of employment: 53 weeks

Total of unpaid weeks: 15 weeks

Total hours worked: 32 hours per week

Regular rate: \$8.00

Rate applied: \$8.10 Florida minimum wage rate for 2017

$\$8.10 \times 32 \text{ hours} = \$259.20 \text{ weekly} \times 15 \text{ weeks} = \$3,888.00$

c. Nature of wages:

This amount represents unpaid minimum wages at Florida Minimum wage.

57. Defendant J.A. SECURITY SPECIAL SERVICES unlawfully failed to pay minimum wages to Plaintiff. Plaintiff seeks to recover any unpaid wages accumulated from the date of hire and/or from 3 (three) years from the date of the filing of this complaint.

58. Defendant knew and/or showed reckless disregard of the provisions of the Act concerning the payment of minimum wages as required by the Fair Labor Standards Act and remains owing Plaintiff these minimum wages.

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

60. At the times mentioned, individual Defendant JORGE ALORDA was the owner/manager of J.A. SECURITY SPECIAL SERVICES LLC. Defendant JORGE ALORDA 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)], in that this individual Defendant acted directly in the interests of J.A. SECURITY SPECIAL SERVICES in relation to its employees, including Plaintiff and others similarly situated. Defendant JORGE ALORDA had financial and operational control of the corporation, determined terms and working conditions of Plaintiff and other similarly situated employees, and is jointly liable for Plaintiff's damages.

61. Defendants J.A. SECURITY SPECIAL SERVICES LLC and JORGE ALORDA willfully and intentionally refused to pay Plaintiff minimum wages as required by the law of the United States and remain owing Plaintiff these minimum wages as set forth above.

62. 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 MIGUEL SANDOVAL respectfully requests that this Honorable Court:

A. Enter judgment for Plaintiff and against the Defendants J.A. SECURITY SPECIAL

- SERVICES and JORGE ALORDA on the basis of Defendants' willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and other Federal Regulations; and
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid minimum wages, 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 MIGUEL SANDOVAL and those similarly-situated demand trial by jury of all issues triable as of right by jury.

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

- 63. Plaintiff MIGUEL SANDOVAL re-adopts each and every factual allegation as stated in paragraphs 1-20 of this complaint as if set out in full herein.
- 64. Defendant J.A. SECURITY SPECIAL SERVICES LLC was and is 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). Upon information and belief, the annual gross revenue of the Employers/Defendants 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 FLSA enterprise coverage.
- 65. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Particularly, Plaintiff was a security employee, and through his daily activities,

Plaintiff provided security services to entities engaged in interstate commerce. Therefore, there is FLSA enterprise coverage.

66. 29 U.S.C. § 206 (a) (1) states “...an employer must pay a minimum wage of \$5.15/hr to an employee who is engaged in commerce...” [29 U.S.C. § 206 (a) (1)].

67. 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..."

68. 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,.....”

69. Defendant J.A. SECURITY SPECIAL SERVICES employed Plaintiff MIGUEL SANDOVAL as a non-exempt security employee, approximately from December 9, 2016 to December 17, 2017, or 53 weeks.

70. Plaintiff's hourly rate was \$8.00 an hour and his overtime rate should be \$12.00 an hour.

71. Plaintiff worked as a security guard at different locations, but he had a regular/official schedule. Most of the time Plaintiff worked 4 days the night shift, from Thursdays to Sundays from 10:PM to 6:00 AM (8 hours daily). Plaintiff completed 32 regular working hours in a week period.

72. However, throughout his period of employment there were many weeks in which Plaintiff worked more than 40 hours every week period. Nevertheless, Plaintiff never was properly compensated for overtime hours worked. When Defendants paid Plaintiff overtime hours, they paid him for some overtime and at his regular rate.

73. During his employment with Defendants, Plaintiff was not paid his wages on regular paydays, in timely fashion. Plaintiff was paid always late, and in partial payments.
74. Furthermore, Plaintiff was not paid his regular wages during the months of September, October, November, and December 2017, which represented 15 weeks without receiving his hard-earned wages.
75. Therefore, Defendants failed to pay Plaintiff Minimum wages and overtime hours at the rate of time and a half his regular wages, as established by the Fair Labor Standards Act.
76. Plaintiff never was in agreement with the number of hours paid to him and complained multiple times to owner/manager JORGE ALORDA.
77. When Plaintiff complained and requested to be paid his regular wages and for overtime hours at the rate of time and a half his regular rate, he was exercising his protected rights under the Fair Labor Standards Act.
78. On or about December 17, 2017, Plaintiff complained the last time to JORGE ALORDA, and demanded to be paid his overdue regular wages and overtime hours.
79. This complaint constituted protected activity under 29 U.S.C. 215(a)(3)
80. As a retaliation for Plaintiff's complaints, Defendant JORGE ALORDA fired Plaintiff the same day.
81. The termination of Plaintiff MIGUEL SANDOVAL by the Defendant was directly and proximately caused by Defendant's unjustified retaliation against Plaintiff because of his complaints about regular and overtime payment, in violation of Federal Law.
82. Moreover, Plaintiff's termination came just in temporal proximity after Plaintiff's participation in protected activity.

83. 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.

84. At the times mentioned, individual Defendant JORGE ALORDA was the owner/director and manager of J.A. SECURITY SPECIAL SERVICES. Defendant JORGE ALORDA 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)], in that this individual Defendant acted directly in the interests of J.A. SECURITY SPECIAL SERVICES in relation to its employees, including Plaintiff and others similarly situated. Defendant JORGE ALORDA had financial and operational control of the corporation, determined terms and working conditions of Plaintiff and other similarly situated employees, and is jointly liable for Plaintiff's damages.

85. Defendants J.A. SECURITY SPECIAL SERVICES and JORGE ALORDA willfully and maliciously retaliated against Plaintiff MIGUEL SANDOVAL by engaging in retaliatory actions that were 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).

86. The motivating factor which caused Plaintiff MIGUEL SANDOVAL to be fired from the business, as described above was his complaint seeking regular and overtime wages from the Defendants. In other words, Plaintiff would not have been fired, but for his complains for overtime wages.

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

88. Plaintiff MIGUEL SANDOVAL 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 MIGUEL SANDOVAL respectfully requests that this Honorable Court:

- A. Enter judgment declaring that the firing of Plaintiff MIGUEL SANDOVAL by Defendants J.A. SECURITY SPECIAL SERVICES and JORGE ALORDA was an unlawful act of retaliation in violation of 29 U.S.C. 215 (a) (3).
- B. Enter judgment against Defendants J.A. SECURITY SPECIAL SERVICES and JORGE ALORDA awarding Plaintiff MIGUEL SANDOVAL 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 MIGUEL SANDOVAL demands trial by jury of all issues triable as of right by jury.

Dated: May 24, 2018

Respectfully submitted,

By: /s/ Zandro E. Palma
ZANDRO E. PALMA, P.A.
Florida Bar No.: 0024031
9100 S. Dadeland Blvd.
Suite 1500
Miami, FL 33156
Telephone: (305) 446-1500
Facsimile: (305) 446-1502
zep@thepalmalawgroup.com
Attorney for Plaintiff

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS MIGUEL SANDOVAL

DEFENDANTS J.A. SECURITY SPECIAL SERVICES LLC and JORGE ALORDA

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

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.

(c) Attorneys (Firm Name, Address, and Telephone Number) The Law Office of Zandro E. Palma, P.A. 9100 S. Dadeland Blvd., Ste 1500, Miami, FL 33156 (305-446-1500)

Attorneys (If Known)

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

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

- [X] 1 U.S. Government Plaintiff
[] 2 U.S. Government Defendant
[] 3 Federal Question (U.S. Government Not a Party)
[] 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 [] 1 [] 1
Citizen of Another State [] 2 [] 2
Citizen or Subject of a Foreign Country [] 3 [] 3
Incorporated or Principal Place of Business In This State [] 4 [] 4
Incorporated and Principal Place of Business In Another State [] 5 [] 5
Foreign Nation [] 6 [] 6

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

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

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

- [X] 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 Transfer
[] 7 Appeal to District Judge from Magistrate Judgment
[] 8 Multidistrict Litigation - Direct File
[] 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case [] YES [X] NO b) Related Cases [] YES [X] NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION 29 U.S.C 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):

LENGTH OF TRIAL via 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 \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE May 24, 2018 SIGNATURE OF ATTORNEY OF RECORD Zandro E. Palma, Esq.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MIGUEL SANDOVAL

Plaintiff

v.

J.A. SECURITY SPECIAL SERVICES LLC
and JORGE ALORDA

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) J.A. SECURITY SPECIAL SERVICES LLC through its Registered Agent:

ALORDA, JORGE
401 NE 12 STREET
HOMESTEAD, FL 33030

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:

The Law Office of Zandro E. Palma, P.A.
9100 South Dadeland Boulevard
Suite 1500
Miami, FL 33156

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Security Company Accused of Unlawful Payroll Practices in Class Action](#)
