

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

\_\_\_\_\_)  
 SOFIA WAGNAC, NASER DAYERI, )  
 ACTHARUS JOSEPH, LEVY JOLY, )  
 LASHYLA COMMINGS, KEVIN VEGA,) )  
 FEDELINE LEGROS, on behalf of )  
 themselves and those similarly situated, )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 GUARDNOW, INC., and )  
 MIKE KATOR, )  
 )  
 Defendants. )  
 \_\_\_\_\_)

Case No. 6:17-cv-1419-ORL-40-  
 GJK  
 COLLECTIVE ACTION

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Named Plaintiffs, SOFIA WAGNAC, NASER DAYERI, ACTHARUS JOSEPH, LEVY JOLY, LASHYLA COMMINGS, KEVIN VEGA, and FEDELINE LEGROS, on behalf of themselves and those similarly situated, (hereinafter the individual plaintiffs are referred to as “Named Plaintiffs”), by and through their undersigned counsel, sue the Defendants GUARDNOW, INC. (“GuardNow”), and MIKE KATOR (“Kator), (collectively “Defendants”), and state as follows:

**INTRODUCTION**

1. This is an action by the Named Plaintiffs, on behalf of themselves and those similarly situated, against Defendants, their former employer, for unpaid wages under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* (“FLSA”) and Fla. Stat. 448.08. Named Plaintiffs seek all wages due to them under the law, liquidated damages where applicable, declaratory relief, and their reasonable attorney’s fee and costs.

2. Named Plaintiffs seek an Order conditionally certifying this case as a collective action to include all similarly situated non-exempt “Security Officers” and similarly situated individuals, who did not receive proper minimum and/or overtime wages within the last three years.

### **JURISDICTION**

3. Count I of this action arises under the FLSA, 29 U.S.C. §201, *et seq.* for unpaid minimum wages. This Court has jurisdiction over claims filed under the FLSA pursuant to 29 U.S.C. §216(b) and 28 U.S.C. §1331.

4. Count II of this action arises under the FLSA, 29 U.S.C. §201, *et seq.* for unpaid overtime wages. This Court has jurisdiction over claims filed under the FLSA pursuant to 29 U.S.C. §216(b) and 28 U.S.C. §1331.

5. Count III of this action arises under the Declaratory Judgment Act, 28 U.S.C. §§2201-2202. This Court has jurisdiction over this Count pursuant to 28 U.S.C. §1331.

6. Count IV of this action arises under Fla. Stat. §448.08 for unpaid wages and this Court has supplemental jurisdiction over these claims pursuant to 28 U.S.C. § 1367.

### **VENUE**

7. The venue of this Court over this controversy is proper based upon the claim arising in Orange County, Florida.

### **THE PARTIES**

8. Named Plaintiffs were each, at all times relevant hereto, an “employee” of the Defendants as that term is defined by 29 U.S.C. § 203(e).

9. Kator is/was during the relevant time period the Chief Operating Officer, Chief Executive Office, Secretary, and Chief Financial Officer of GuardNow.

10. Kator is/was during the relevant time period a corporate officer of GuardNow.

11. Kator has/had during the relevant time period operational control over GuardNow.

12. Kator has/had during the relevant time period a supervisory role at GuardNow.

13. Kator has/had during the relevant time period supervised GuardNow employees.

14. As the Chief Operating Officer, Chief Executive Office, Secretary, and Chief Financial Officer of GuardNow, Kator had significant ownership interest in GuardNow.

15. As the Chief Operating Officer, Chief Executive Office, Secretary, and Chief Financial Officer of GuardNow, Kator not only supervised and controlled employee work schedules and conditions of employment, but Kator was also responsible for paying employees and any failure to pay was directly due to his actions.

16. As a result of being solely responsible for paying employees and any failure to pay is directly due to his actions, Kator had personal responsibility for the decision that lead to employees being unlawfully deprived of minimum wages, overtime pay, and unpaid wages.

17. As the Chief Operating Officer, Chief Executive Office, Secretary, and Chief Financial Officer of GuardNow, Kator had control of significant aspects of GuardNow's day to day operations, including compensation of the employees.

18. Kator acted directly or indirectly in the interest of himself and/or GuardNow in relation to Plaintiffs.

19. Kator has/had during the relevant time period, substantial control related to GuardNow's FLSA obligations and played a substantial role in causing the FLSA violation against Plaintiffs.

20. Kator is/was during the relevant time period the majority shareholder of GuardNow.

21. Kator is/was during the relevant time period receiving distributions of GuardNow's profits according to his percentage ownership of GuardNow.

22. Kator is/was during the relevant time period the final decision maker regarding employment related polices, including compensation for all GuardNow employees.

23. Kator implemented all or the majority of employment related policies for all GuardNow employees.

24. The Managers at the job site in Orlando functioned as the direct supervisors of the Security Officers.

25. The Managers directed the day to day work of the Security Officers.

26. Kator directly supervises and instructs all Managers on how to run the day to day work of the Security Officers, therefore, Kator directs the day to day work of the Security Officers.

27. Kator creates and implements all decisions regarding compensation of the Security Officers.

28. Kator instructed Managers to enforce any and all employment or compensation related policies he created for the Security Officers.

29. Kator does/did for the relevant time period work at the GuardNow headquarter office on a daily basis.

30. At all times material hereto Kator had a direct financial interest in and benefited from the unlawful payment practices of the Named Plaintiffs.

31. The Defendants were, at all times relevant hereto, Named Plaintiffs' "employer" as that term is defined by 29 U.S.C. § 203(d).

32. Named Plaintiffs were, at all times relevant to the violations of the FLSA, through the performance of their job duties, engaged in commerce as defined by 29 U.S.C. § 203(b).

33. At all times material hereto, the Named Plaintiffs were/are residents of the greater Orlando, Florida area.

34. At all times material hereto, GuardNow, a California corporation, did business from 2431 Aloma Avenue, Winter Park, FL 32792, and stationed its Security Officers to work from the Orlando International Airport, in Orange County, Florida.

35. GuardNow is and was, at all times relevant hereto, an enterprise engaged in commerce or in the production of goods for commerce as defined by 29 U.S.C. § 203(s)(1).

36. GuardNow is and was, at all times relevant hereto, an enterprise whose annual gross volume of sales made or business done is not less than \$500,000.

37. Named Plaintiffs have retained the law firm of Wilson McCoy, P.A. to represent them in this matter and have agreed to pay said firm a reasonable attorney's fee for its services.

#### **FACTUAL ALLEGATIONS**

38. GuardNow is a full service security guard provider.

39. Upon information and belief, GuardNow is based in California but employs hundreds of Security Officers throughout the country at various locations including in Florida.

40. From approximately October 2016 until December 2016, Named Plaintiffs were employed by Defendants.

41. Each of the Named Plaintiffs were employed by Defendants as "Security Officers."

42. At all times material hereto, the Named Plaintiffs were employed by Defendants as Security Officers, fulfilling non-exempt duties.

43. At all times material hereto, Defendants paid Named Plaintiffs on an hourly basis.

44. Defendants paid the Named Plaintiffs the regular hourly rate of approximately \$20.00 as Security Officers. Therefore, Named Plaintiffs' overtime rates should have been between approximately \$30.00 per hour.

45. During their employment with Defendants as a Security Officer, Named Plaintiffs routinely worked above forty (40) hours per week.

46. During their employment with Defendants as a Security Officer, Named Plaintiffs were scheduled to work 40 hours weekly.

47. While working as Security Officers for Defendants, some of Named Plaintiffs' job duties included providing security officer services for different entities, such as car rental parking lots and other areas near the Orlando International Airport.

48. Named Plaintiffs reported their work hours by clocking in and out at the job site and filling out a time log sheet.

49. On some occasions Defendants issued a paychecks to some of the Named Plaintiffs, however, the checks bounced.

50. As a result of the checks bouncing, Named Plaintiffs were harmed numerous ways, including by having to pay a fee for the bounced check.

51. On other occasions, Defendants never issued any paychecks to the Names Plaintiffs for their work.

52. As a result of not receiving any paycheck at all Named Plaintiffs were harmed.

53. As a result of Defendants failing to compensate Named Plaintiffs for work performed for certain weeks, Named Plaintiffs received less than minimum wage for all hours worked.

54. As a result of Defendants failing to compensate Named Plaintiffs for work performed for certain weeks, Named Plaintiffs received no overtime wages for hours worked in excess of forty (40) hours in a workweek.

55. Named Plaintiffs routinely worked workweeks in excess of forty (40) hours in a week.

56. Under the provisions of the Fair Labor Standards Act ("FLSA"), employees are required to receive overtime wages at a rate of 1 and ½ times their regular hourly rate for hours they work in excess of forty (40) during any particular workweek unless they qualify for an FLSA exemption.

57. Under the provisions of the Fair Labor Standards Act ("FLSA"), employees are required to receive no less than minimum wage for all hours worked.

58. This action arises from an ongoing willful failure to pay Named Plaintiffs minimum wage and/or overtime wages for their overtime hours worked.

59. Therefore, Defendants caused Named Plaintiffs to earn less than minimum wage each week in addition to substantial hours of unpaid overtime for hours worked in excess of 40 hours by Named Plaintiffs.

60. Defendants did not record or otherwise maintain records of all hours Named Plaintiffs worked each workweek.

61. The Named Plaintiffs' claimed overtime hours may, in part, be corroborated by the amount of time they were each clocked-in and/or time listed in their time logs.

62. Defendants never paid any of the Named Plaintiffs overtime wages for any hours Named Plaintiffs worked in excess of forty (40) in a workweek.

63. Named Plaintiffs allege that Defendants knowingly and willfully violated the provisions of the FLSA by failing to pay them for all overtime hours worked with Defendants.

64. Defendants employ human resources personnel and legal counsel to ensure compliance with all applicable state and federal statutes, including the FLSA provision regarding payment of minimum wage and overtime wages.

65. Defendants knew or should have known that its former and current policies regarding payment of minimum wage and overtime wages as described herein violate the FLSA as they pertained to Named Plaintiffs.



66. As employers, Defendants are responsible for the illegal conduct and policies described herein related to the failure to comply with the provisions of the FLSA as applied to Named Plaintiffs.

67. As a result of the actions of Defendants not paying legally required overtime wages to Named Plaintiffs, Named Plaintiffs have suffered economic damages.

68. The actions of Defendants in deliberately failing to pay the Named Plaintiffs overtime wages were done for the purpose of enriching and benefitting Defendants.

Putative Class Representative Allegations

69. Named Plaintiffs and the other Security Officers employed within and outside of Central Florida performed the same or substantially similar job. Specifically, like the Named Plaintiffs, each member of the Putative Collective Class held or hold the position of Security Officer, providing security services.

70. Further, Named Plaintiffs and the Putative Collective Class were subjected to the same pay provisions in that they were each paid on an hourly basis and were suffered and permitted to work up to forty (40) hours without being paid minimum wage, and, at times, over forty (40) hours in work weeks without being paid at a rate of at least time and one half their regular hourly rate of pay for such hours.

71. Thus, the Putative Collective Class members are owed minimum and overtime wages for the same reasons as the Named Plaintiffs.

72. Moreover, Defendants have been unjustly enriched as a result of its accepting the work of Named Plaintiffs and the similarly situated Putative Collective Class without proper compensation.

73. It would be unjust to allow Defendants to enjoy the fruits of the Putative Collective Class' labor without proper compensation.

74. Defendants' policy or practice was applicable to Named Plaintiffs and the Putative Collective Class members.

75. Application of the Defendants' policies and practices does not depend on the personal circumstances of Named Plaintiffs or those joining this lawsuit.

76. Rather, the same policies and practices which resulted in the non-payment of minimum and/or overtime wages to Named Plaintiffs applies to all Putative Collective Class members.

77. Defendants knowingly, willingly, or with reckless disregard carried out its illegal pattern or practice of failing to pay minimum and/or overtime wages with respect to Named Plaintiffs and the Putative Collective Class members.

78. Defendants acted willfully in failing to pay Named Plaintiffs and the class members in accordance with the law.

79. Defendants were aware of the time and record keeping requirements of the Fair Labor Standards Act, but willfully or recklessly failed to keep accurate pay and time records as required.

80. Defendants did not act in good faith or reliance upon any of the following in formulating its pay practices: (a) case law, (b) the FLSA, 29 U.S.C. § 201, et seq., (c) Department of Labor Wage & Hour Opinion Letters or (d) the Code of Federal Regulations.

81. Named Plaintiffs file this collective action on behalf of themselves and the Putative Collective Class, meaning all other similarly situated Security Officers.

82. The Putative Collective Class is defined as follows: All employees employed as Security Officers, or any similar position by Defendants within the last three years who were paid on an hourly basis and whose job responsibilities included providing security services to different entities, such as parking lots and other areas near the Orlando International Airport.

**COUNT I**  
**VIOLATION OF THE MINIMUM WAGE PROVISIONS OF**  
**THE FAIR LABOR STANDARDS ACT**

83. Named Plaintiffs re-allege and incorporate herein the allegations contained in paragraphs 1 through 82 above, as if set forth more fully herein.

84. Named Plaintiffs and the Putative Collective Class were entitled to be paid minimum wage for each hour worked during their employment with Defendants.

85. At all times material hereto, Defendants failed to maintain proper/accurate time records for the Named Plaintiffs and the Putative Collective Class as mandated by the FLSA.

86. As a result of Defendants' actions or inactions in this regard, Named Plaintiffs and the Putative Collective Class have not been paid the minimum wage for all hours worked during their employment with Defendants.

87. Defendants willfully failed to pay Named Plaintiffs and the Putative Collective Class minimum wage for all hours of work contrary to 29 U.S.C. § 206.

88. As a direct and proximate result of Defendants' deliberate underpayment of wages, Named Plaintiffs and the Putative Collective Class have been damaged in the loss of minimum wages for all hours worked with Defendants.

WHEREFORE, Named Plaintiffs, on behalf of themselves and the Putative Collective Class demand judgment against Defendants for:

- (a) An amount equal to at least the minimum wage for all hours worked found to be due and owing for the three (3) years prior to this filing;
- (b) An additional amount equal to the unpaid minimum and overtime wages found to be due and owing as liquidated damages;
- (c) Prejudgment interest in the event liquidated damages are not awarded;
- (d) Reasonable attorney's fee and costs; and
- (e) Such other relief as this Court deems just and equitable.

**COUNT II**  
**VIOLATION OF THE OVERTIME PROVISIONS OF**  
**THE FAIR LABOR STANDARDS ACT**

89. Named Plaintiffs re-allege and incorporate herein the allegations contained in paragraphs 1 through 82, above.

90. Named Plaintiffs, and the Putative Collective Class, as Defendants' employees, were entitled to be paid at the statutory rate of one and one-half times Named Plaintiffs' regular rate of pay for those hours worked in excess of forty (40) hours.

91. Specifically, Named Plaintiffs, and the Putative Collective Class worked numerous weeks in excess of forty (40) hours a week, yet they were not compensated for any hours worked in excess of forty (40) at a rate not less than one and one-half times the regular rate at which they were employed.

92. Throughout the employment of Named Plaintiffs, and that of the Putative Collective Class, the Defendants have repeatedly and willfully violated Section 7 and Section 15 of the FLSA by failing to compensate Named Plaintiffs and the Putative Collective Class at a

rate not less than one and one-half times the regular rate at which they were employed for workweeks longer than forty (40) hours.

93. At all times material hereto, Defendants failed to maintain proper/accurate time records for the Named Plaintiffs and Putative Collective Class as mandated by the FLSA.

WHEREFORE, Named Plaintiffs, on behalf of themselves and the Putative Collective Class, demand a judgment against Defendants for the following:

- (a) Unpaid overtime wages found to be due and owing;
- (b) An additional amount equal to the unpaid overtime wages found to be due and owing as liquidated damages;
- (c) Prejudgment interest in the event liquidated damages are not awarded;
- (d) Reasonable attorney's fee and costs; and
- (e) Such other relief as this Court deems just and equitable.

**COUNT III**  
**DECLARATORY RELIEF**

94. Named Plaintiffs re-allege and incorporate herein the allegations contained in paragraphs 1 through 82, above.

95. Named Plaintiffs and Defendants have a Fair Labor Standards Act dispute pending, which the Court has jurisdiction to hear pursuant to 28 U.S.C. §1331, as a federal question exists.

96. The Court also has jurisdiction to hear Named Plaintiffs' request for declaratory relief pursuant to the Declaratory Judgment Act, 28 U.S.C. §§2201-2202.

97. Named Plaintiffs may obtain declaratory relief.

98. Defendants employed the hourly paid employees.

99. Named Plaintiff and those similarly situated were individually covered by the FLSA.

100. Defendants' pay practices violated the FLSA.

101. Defendants failed to pay Named Plaintiffs and those similarly situated for all minimum wage and overtime hours worked.

102. Defendants' owe Named Plaintiffs and those similarly situated additional minimum wages and overtime pay.

103. Named Plaintiffs and those similarly situated are entitled to minimum wages pursuant to 29 U.S.C. §206 and overtime pursuant to 29 U.S.C. §207(a)(1).

104. Defendants did not keep accurate time records pursuant to 29 U.S.C. §211(c) and 29 C.F.R. Part 516.

105. Defendants did not rely upon a good faith defense.

106. Defendants' violations were done either intentionally or with reckless disregard for the FLSA's rules and regulations.

107. Named Plaintiffs and those similarly situated are entitled to an equal amount of liquidated damages.

108. It is in the public interest to have these declarations of rights recorded.

109. Named Plaintiffs declaratory judgment action serves the useful purpose of clarifying and settling the legal relations in issue.

110. The declaratory judgment action terminates and affords relief from uncertainty, insecurity, and controversy giving rise to the proceeding.

WHEREFORE, Named Plaintiffs, on behalf of themselves and the Putative Collective Class, demand a judgment against Defendants for the following:

(a) Declaratory Judgment under Declaratory Judgment Act, 28 U.S.C. §§2201-2202;

(b) Determining and declaring that Defendants failed to pay Named Plaintiffs minimum wages and overtime wages in violation of the FLSA;

(c) An additional amount equal to the unpaid minimum wages and overtime wages found to be due and owing as liquidated damages;

(d) Prejudgment interest in the event liquidated damages are not awarded;

(e) Reasonable attorney's fee and costs; and

(f) Such other relief as this Court deems just and equitable.

#### **COUNT VI: UNPAID WAGES**

111. Named Plaintiffs re-allege and incorporate herein the allegations contained in paragraphs 1 through 82, above.

112. On some occasions, Defendants issued checks with no funds to Named Plaintiffs, thus, causing the checks to bounce Named Plaintiffs to not receive any pay for their work performed.

113. On other occasion, Defendant outright failed to issue any checks or any payment at all to Named Plaintiffs for their work performed.

114. As a result of the failure to pay and/or bounced checks, Defendants deprived Plaintiff of part of their earned wages.

115. Defendants have, therefore, willfully failed to pay Named Plaintiffs wages due to them.

116. The foregoing conduct, as alleged, has resulted in unpaid wages due to Named Plaintiffs under Florida common law.

117. Due to Defendants' failure to pay wages to Named Plaintiffs, Defendants have violated and continue to violate Florida common law.

118. Pursuant to §448.08, Florida Statutes, Named Plaintiffs are entitled to recover costs and reasonable attorney's fees for the Defendants' actions.

WHEREFORE, Named Plaintiffs demand a judgment against Defendants for:

- (a) Unpaid wages found to be due and owing from October 2016 to December 2016;
- (b) Prejudgment interest;
- (c) A reasonable attorney's fee and costs; and
- (d) Such other relief as this Court deems just and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED this 28th day of July 2017.

Respectfully submitted,

**s/ Karina Xart McMahon**

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TRIAL COUNSEL for the Named Plaintiffs



JS 44 (Rev. 09/11)

# CIVIL COVER SHEET

The JS 44 civil coversheet 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**  
 SOFIA WAGNAC, NASER DAYERI, ACTHARUS JOSEPH, LEVY JOLY, LASHYLA COMMINGS, KEVIN VEGA, FEDELINE LEGROS, on behalf of themselves and those similarly situated  
**(b) County of Residence of First Listed Plaintiff** ORANGE  
*(EXCEPT IN U.S. PLAINTIFF CASES)*

**(c) Attorneys (Firm Name, Address and Telephone Number)**  
 Karina X. McMahon, Esq., Wilson McCoy, P.A., 180 N. Orlando Ave., Suite 202, Maitland, FL 32751 407-803-5400

**DEFENDANTS**  
 GUARDNOW, INC. and MIKE KATOR

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

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff

3 Federal Question *(U.S. Government Not a Party)*

2 U.S. Government Defendant

4 Diversity *(Indicate Citizenship of Parties in Item III)*

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

	PTF	DEF		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	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care - Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<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	LABOR	SOCIAL SECURITY	
<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	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <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 <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt 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 Empl Ret. Inc Security Act	<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))	
			IMMIGRATION	FEDERAL TAX SUITS	
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-- Third Party 26 USC 7609	

**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):*  
 Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq. ("FLSA") and Fla. Stat. 448.08

Brief description of cause:  
 Unpaid wages

**VII. REQUESTED IN COMPLAINT:**

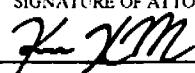
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

**DEMAND \$**

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

**VIII. RELATED CASE(S) IF ANY** *(See instructions):*

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 7/25/17 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ex-Employees Hit GuardNow with Unpaid Wage Class Action](#)

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