

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.:

EDUARDO ALVAREZ  
and other similarly-situated individuals,

Plaintiff,

v.

RODRIGUEZ AUTO TRANSPORT CORP.,  
and DANIEL N. RODRIGUEZ, individually

Defendants.

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**COMPLAINT**

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

COMES NOW the Plaintiff EDUARDO ALVAREZ and other similarly-situated individuals, by and through the undersigned counsel hereby sues Defendants RODRIGUEZ AUTO TRANSPORT CORP., and DANIEL N. RODRIGUEZ individually, and alleges:

1. This is an action to recover money damages for unpaid regular and overtime wages under the laws of the United States. This Court has jurisdiction pursuant to Title 28 U.S.C. § 1337 and by Title 29 U.S.C. § 201-219, § 216(b), the Fair Labor Standards Act, “the Act”, (Section 216 for jurisdictional placement).
2. Plaintiff EDUARDO ALVAREZ (hereinafter EDUARDO ALVAREZ, or Plaintiff) is a resident of Dade County, Florida, within the personal jurisdiction and venue of this Honorable Court. Plaintiff is a covered employee for purposes of the Act.

3. Corporate Defendant RODRIGUEZ AUTO TRANSPORT CORP. (hereinafter RODRIGUEZ AUTO TRANSPORT, or Defendant) is a profit corporation registered to do business in Florida, which has its main place of business in Miami-Dade County, Florida, where Plaintiff worked for Defendant, and at all times material hereto was and is engaged in interstate commerce.
4. The individual Defendant DANIEL N. RODRIGUEZ is the Manager of Defendant Corporation RODRIGUEZ AUTO TRANSPORT. The individual Defendant is the employer of Plaintiff within the meaning of Section 3(d) of the “Fair Labor Standards Act” [29 U.S.C. § 203(d)], and 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 as a collective action to recover from Defendants regular and overtime compensation, liquidated damages, and the costs and reasonably attorney’s fees under the provisions of Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq* (the “FLA or the “ACT”) on behalf of Plaintiff and all other current and former employees similarly situated to Plaintiff (“the asserted class”) and who worked in excess of forty (40) hours during one or more weeks on or after May 17, 2015 (the “material time”) without being compensated.
7. Corporate Defendant RODRIGUEZ AUTO TRANSPORT is a transportation company dedicated to transport motor vehicles across interstate lanes.
8. Defendants RODRIGUEZ AUTO TRANSPORT, and DANIEL N. RODRIGUEZ employed Plaintiff EDUARDO ALVAREZ from approximately December 15,

2014, through April 3, 2016, or 68 weeks. However, for FLSA purposes, the relevant employment period is 46 weeks.

9. Plaintiff EDUARDO ALVAREZ was employed as a maintenance employee. Plaintiff was a full time, non-exempt salaried employee. Plaintiff was paid a salary of \$700.00 weekly. In addition, Plaintiff was required to live at Defendant's warehouse, as per the convenience of the employer.
10. While employed with Defendants Plaintiff worked regularly 7 days per week from Monday to Saturday, and from 6:00 AM to 6:00 PM, which represents 11.5 hours daily or 80.5 hours weekly. Plaintiff has already deducted 3.5 hours corresponding to 30 minutes of lunch break x 7 days.
11. During the course of his employment period with Defendants, Plaintiff EDUARDO ALVAREZ and the other employees in the asserted class regularly worked overtime hours (hour worked in excess of 40 per workweek, referred to herein as "overtime hours") without being paid proper compensation.
12. Plaintiff was paid \$700.00 per week, but he was not paid any additional amount for overtime hours,
13. Plaintiff did not clock in and out, and Defendants did not keep track of the hours worked by Plaintiff. Plaintiff was not provided with any paystub or record of hours worked, wage rate paid, employment taxes withheld etc.
14. Plaintiff received his wages normally during the first months of employment. Nevertheless, during the relevant employment period, or 46 weeks, Plaintiff was not paid his regular wages, nor overtime hours.

15. Plaintiff complained many times with the owner/manager DANIEL N. RODRIGUEZ about the unpaid regular wages and overtime hours, but Defendants gave Plaintiff different excuses and ignored his requests.
16. Plaintiff terminated his employment with Defendants on or about April 3, 2016.
17. Defendants RODRIGUEZ AUTO TRANSPORT and DANIEL N. RODRIGUEZ failed to pay Plaintiff regular and overtime wages, as established by the Fair Labor Standards Act.
18. Furthermore, Defendants did not allow Plaintiff to pick up from the premises, his personal property consisting of Snap-On tools, valued at approximately \$25,000.00.
19. Plaintiff EDUARDO ALVAREZ seeks to recover for unpaid regular and overtime wages, liquidated damages, his personal property and any other relief as allowable by law.

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

20. Plaintiff EDUARDO ALVAREZ re-adopts each and every factual allegation as stated in paragraphs 1-19 above as if set out in full herein.
21. This action is brought by Plaintiff and those similarly-situated to recover from the Employer unpaid overtime compensation, 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. § 207. 29 U.S.C. § 207 (a)(1) states, " No employer shall employ any of his employees... for a work week longer than 40 hours unless such employee receives compensation

for his employment in excess of the hours above-specified at a rate not less than one and a half times the regular rate at which he is employed.”

22. The employer RODRIGUEZ AUTO TRANSPORT, was engaged in interstate commerce within the meaning of the Fair Labor Standards Act, as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s)(1)(A). The Employer/Defendant operates as a transport company moving motor vehicles across interstate lanes. The Employer/Defendant employs more than two employees affecting interstate commerce. Defendant sells and/or markets its services and/or goods to customers from throughout the United States. The Employer/Defendant uses the instrumentalities of interstate commerce and otherwise regularly engages in interstate commerce, particularly with respect to its employees. 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. Therefore, there is FLSA enterprise coverage.

23. The Plaintiff's was employed by an enterprise engaged in interstate commerce, and Plaintiff was a maintenance worker which regularly handled/worked on goods and/or materials that were moved across State lines at any time in the course of business. Plaintiff maintained facilities engaged in interstate commerce. Thus, Plaintiff is a covered employee for the purpose of the Act. By reason of the foregoing, there is FLSA individual coverage.

24. Defendants RODRIGUEZ AUTO TRANSPORT, and DANIEL N. RODRIGUEZ employed Plaintiff EDUARDO ALVAREZ from approximately December 15,

2014, through April 3, 2016, or 68 weeks. However, for FLSA purposes, the relevant employment period is 46 weeks.

25. Plaintiff EDUARDO ALVAREZ was employed as a maintenance employee.

Plaintiff was a full time, non-exempt salaried employee. Plaintiff was paid a salary of \$700.00 weekly. In addition, Plaintiff was required to live at Defendant's warehouse, as per the convenience of the employer.

26. While employed with Defendants Plaintiff worked regularly 7 days per week from Monday to Saturday, and from 6:00 AM to 6:00 PM, which represents 11.5 hours daily or 80.5 hours weekly. Plaintiff has already deducted 3.5 hours corresponding to 30 minutes of lunch break x 7 days.

27. During the course of his employment period with Defendants, Plaintiff EDUARDO ALVAREZ and the other employees in the asserted class regularly worked overtime hours (hour worked in excess of 40 per workweek, referred to herein as "overtime hours") without being paid proper compensation.

28. Plaintiff worked many hours in excess of 40, but he was not paid for overtime hours at the rate of time and a half his regular rate, as established by law.

29. Therefore, Defendants 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)).

30. Plaintiff did not clock in and out, and Defendants did not keep track of the hours worked by Plaintiff. Plaintiff was not provided with any paystub or record of hours worked, wage rate paid, employment taxes withheld etc.

31. Plaintiff received his wages normally during the first months of employment.

Nevertheless, during the relevant employment period, or 46 weeks, Plaintiff was not paid his regular wages, nor overtime hours.

32. 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 and other employees in the asserted class.

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

34. 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:

\*Please note that these amounts are based on a preliminary calculation and that these figures could be subject to modification as proper discover could dictate.

a. Total amount of alleged unpaid wages:

Eight Thousand One Hundred Three Dollars and 82/100 (\$8,103.82)

b. Calculation of such wages:

Relevant period of employment: 46 weeks

Total number of hours worked weekly: 80.5 hours

O/T hours: 40.5 hours

Unpaid O/T hours: 40.5 O/T hours

Paid: salary \$700.00 weekly:80.5 hrs.=\$8.69 Reg. rate: 2= \$4.35 half-time

$\$4.35 \text{ half-time} \times 40.5 \text{ O/T hrs.} = \$176.17 \text{ weekly} \times 46 \text{ weeks} = \$8,103.82$

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

This amount represents the unpaid overtime.

35. At all times material hereto, the Employer/Defendant RODRIGUEZ AUTO TRANSPORT failed to comply with Title 29 U.S.C. §§ 201-219 and 29 C.F.R. § 516.2 and § 516.4 et seq. 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.
36. The additional persons who may become Plaintiffs in this action are weekly-paid employees and/or former employees of Defendant who are and who were subject to the unlawful payroll practices and procedures of Defendant and were not paid time and one half of their regular rate of pay for all overtime hours and straight time hours worked in excess of forty.
37. Defendant RODRIGUEZ AUTO TRANSPORT 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.
38. At the times mentioned, individual Defendant DANIEL N. RODRIGUEZ was, and is now, the owner/manager of Defendant Corporation RODRIGUEZ AUTO TRANSPORT. The individual Defendant DANIEL N. RODRIGUEZ had financial and operational control of RODRIGUEZ AUTO TRANSPORT, provided Plaintiff with his work schedule, and he is jointly liable for Plaintiff's damages. Individual



Defendant DANIEL N. RODRIGUEZ was the employer of Plaintiff EDUARDO ALVAREZ 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 interest of RODRIGUEZ AUTO TRANSPORT in relation to its employees, including Plaintiff and others similarly situated.

39. Defendants RODRIGUEZ AUTO TRANSPORT and DANIEL N. RODRIGUEZ willfully and intentionally refused to pay Plaintiff overtime wages as required by the law of the United States and remain owing Plaintiff these overtime wages since the commencement of Plaintiff’s employment with Defendant as set forth above.

40. Plaintiff seeks to recover for unpaid overtime wages accumulated for his relevant period of employment.

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 EDUARDO ALVAREZ and other similarly-situated and against the Defendants RODRIGUEZ AUTO TRANSPORT and DANIEL N. RODRIGUEZ, on the basis of Defendants’ willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and
- B. Award Plaintiff 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 and those similarly-situated demand 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; AS TO ALL DEFENDANTS**

- 42. Plaintiff EDUARDO ALVAREZ re-adopts each and every factual allegation as stated in paragraphs 1-19 of this complaint as if set out in full herein.
- 43. This action is brought by Plaintiff EDUARDO ALVAREZ and those similarly-situated to recover from the Employer RODRIGUEZ AUTO TRANSPORT 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.
- 44. The employer RODRIGUEZ AUTO TRANSPORT was engaged in interstate commerce within the meaning of the Fair Labor Standards Act, as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s)(1)(A). The Employer/Defendant operates as a transport company moving motor vehicles across interstate lanes. The Employer/Defendant employs more than two employees affecting interstate commerce. Defendant sells and/or markets its services and/or goods to customers from throughout the United States. The

Employer/Defendant uses the instrumentalities of interstate commerce and otherwise regularly engages in interstate commerce, particularly with respect to its employees. 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. Therefore, there is FLSA enterprise coverage.

45. The Plaintiff's was employed by an enterprise engaged in interstate commerce, and Plaintiff was a maintenance worker which regularly handled/worked on goods and/or materials that were moved across State lines at any time in the course of business. Plaintiff maintained facilities engaged in interstate commerce. Thus, Plaintiff is a covered employee for the purpose of the Act. By reason of the foregoing, there is FLSA individual coverage.

46. U.S.C. §206 states "Every employer shall pay to each of his employees who in any workweek is engaged in commerce or 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

47. Defendants RODRIGUEZ AUTO TRANSPORT, and DANIEL N. RODRIGUEZ employed Plaintiff EDUARDO ALVAREZ from approximately December 15, 2014, through April 3, 2016, or 68 weeks. However, for FLSA purposes, the relevant employment period is 46 weeks.

48. Plaintiff EDUARDO ALVAREZ was employed as a maintenance employee. Plaintiff was a full time, non-exempt salaried employee. Plaintiff was paid a salary of \$700.00 weekly. Plaintiff was required to live at Defendant's warehouse, as per the convenience of the employer.
49. While employed with Defendants Plaintiff worked regularly 7 days per week from Monday to Saturday, and from 6:00 AM to 6:00 PM, which represents 11.5 hours daily or 80.5 hours weekly. Plaintiff has already deducted 3.5 hours corresponding to 30 minutes of lunch break x 7 days.
50. Plaintiff did not clock in and out, and Defendants did not keep track of the hours worked by Plaintiff. Plaintiff was not provided with any paystub or record of hours worked, wage rate paid, employment taxes withheld etc.
51. Plaintiff received his wages normally during the first months of employment. Nevertheless, during the relevant employment period, or 46 weeks, Plaintiff was not paid his regular wages at any rate, not even the minimum wage rate.
52. Therefore, Defendants failed to pay Plaintiff minimum wages for every hour worked in violation of the provisions of the Fair Labor Standards Act.
53. Plaintiff complained many times with the owner/manager DANIEL N. RODRIGUEZ about the unpaid regular wages, but Defendants gave Plaintiff different excuses and ignored his requests.
54. Plaintiff terminated his employment with Defendants on or about April 3, 2016.
55. The records, if any, concerning the number of hours worked by Plaintiff EDUARDO ALVAREZ, and all other similarly-situated employees, and the compensation 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 and other employees in the asserted class.

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

57. 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:

58. \*Florida minimum wage 2015 and 2016 is \$8.05 which is higher than the Federal minimum wage. As per FLSA regulations the higher minimum wage applies.

a. Total amount of alleged unpaid wages:

Twenty-Nine Thousand Eight Hundred Eight Dollars and 92/100  
(\$29,808.92)

b. Calculation of such wages:

Total weeks of employment: 68 weeks  
Total relevant weeks of employment: 46  
Total unpaid weeks: 46 weeks  
Total of hours worked: 80.5  
Federal minimum wage: \$7.25  
Florida minimum wage: \$8.05

2015/2016 Florida minimum wage \$8.05 x 80.5 hrs.=\$648.02  
\$648.02 weekly x 46 weeks= \$29,808.92

c. Nature of wages:

This amount represents unpaid minimum wages.

59. Defendant RODRIGUEZ AUTO TRANSPORT unlawfully failed to pay Plaintiff minimum wages. Plaintiff seeks to recover for minimum wage violations accumulated from the date of hire through Plaintiff's last date of employment.

60. Defendant RODRIGUEZ AUTO TRANSPORT 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 remain owing Plaintiff and those similarly-situated these minimum wages since the commencement of Plaintiff and those similarly-situated employee's employment with Defendants as set forth above, and Plaintiff and those similarly-situated are entitled to recover double damages.

61. At the times mentioned, individual Defendant DANIEL N. RODRIGUEZ was the owner, president, and manager of RODRIGUEZ AUTO TRANSPORT. Defendant DANIEL N. RODRIGUEZ 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 RODRIGUEZ AUTO TRANSPORT in relation to its employees, including Plaintiff and others similarly situated. Defendant DANIEL N. RODRIGUEZ had absolute financial and operational control of the Corporation, determined terms and working conditions of Plaintiff and other similarly situated employees, and he is jointly liable for Plaintiff's damages.

62. Defendants RODRIGUEZ AUTO TRANSPORT, and DANIEL N. RODRIGUEZ 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 since the commencement of Plaintiff's employment with Defendants as set forth above.

63. 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 EDUARDO ALVAREZ and those similarly-situated respectfully request that this Honorable Court:

- A. Enter judgment for Plaintiff EDUARDO ALVAREZ and against the Defendants RODRIGUEZ AUTO TRANSPORT, and DANIEL N. RODRIGUEZ 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 EDUARDO ALVAREZ and those similarly-situated demand trial by jury of all issues triable as of right by jury.

Dated: This 17<sup>th</sup> day of May 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 EDUARDO ALVAREZ DEFENDANTS RODRIGUEZ AUTO TRANSPORT CORP., and DANIEL N. RODRIGUEZ

(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)

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

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) PTF DEF 1 Citizen of This State 2 Citizen of Another State 3 Citizen or Subject of a Foreign Country 4 Incorporated or Principal Place of Business In This State 5 Incorporated and Principal Place of Business In Another State 6 Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions

CONTRACT 110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Med. Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education FORFEITURE/PENALTY 625 Drug Related Seizure of Property 21 USC 881 690 Other LABOR 710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act IMMIGRATION 462 Naturalization Application 465 Other Immigration Actions BANKRUPTCY 422 Appeal 28 USC 158 423 Withdrawal 28 USC 157 SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS—Third Party 26 USC 7609 OTHER STATUTES 375 False Claims Act 376 Qui Tam (31 USC 3729 (a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only) 1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 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 17, 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

EDUARDO ALVAREZ

Plaintiff

v.

RODRIGUEZ AUTO TRANSPORT CORP.,  
and DANIEL N. RODRIGUEZ

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DANIEL N. RODRIGUEZ

4300 N.W. 79 AVENUE, G-1  
DORAL, FL 33166

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: [Rodriguez Auto Transport Corp. Failed to Pay Wages for '46 Workweeks,' Lawsuit Claims](#)

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