

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

RAYMOND BAROLDY-ROMO, on
behalf of himself and those similarly
situated

Plaintiff,

v.

SOUTHERN AUTO DETAIL, LLC,
A Domestic Limited Liability
Company, and AVIS BUDGET
GROUP, INC. d/b/a AVIS RENT A
CAR SYSTEM, LLC, A Foreign
Limited Liability Company,

Defendants.

CIVIL ACTION FILE NO.:

JURY TRIAL DEMANDED

COLLECTIVE ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, RAYMOND BAROLDY-ROMO (“Plaintiff”), hereby files this Complaint against Defendants, SOUTHERN AUTO DETAIL, LLC, and AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC (collectively “Defendants”) and states as follows:

NATURE OF THE ACTION

1. Plaintiff alleges, pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 216(b), that he is: (i) entitled to unpaid wages from Defendants for overtime work for which he did not receive overtime premium pay, as required by law, (ii) entitled to liquidated damages pursuant to the FLSA, 29 U.S.C. §§201 *et*

seq.; (iii) entitled to reasonable attorneys' fees and costs pursuant to the FLSA; and (iv) entitled to declaratory relief pursuant to 28 U.S.C. §2201.

JURISDICTION

2. Jurisdiction in this Court is proper as the claims are brought pursuant to the Fair Labor Standards Act, as amended (29 U.S.C. §201, *et seq.*, hereinafter called the "FLSA") to recover unpaid back overtime wages, an additional equal amount as liquidated damages, obtain declaratory relief, and reasonable attorney's fees and costs.

3. The jurisdiction of the Court over this controversy is based upon 29 U.S.C. §201, *et seq.* (the "FLSA").

PARTIES

4. At all times material hereto, Plaintiff worked for Defendants in Fulton County, Georgia.

5. At all times material hereto, Plaintiff worked as a driver and performed related activities for Defendants in Fulton County, Georgia.

6. At all times material hereto SOUTHERN AUTO DETAIL, LLC was a Domestic Limited Liability Company, doing business in Fairburn (Fulton County), Georgia.

7. At all times material hereto AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC, was a Foreign Limited Liability Company

doing business in College Park (Fulton County), Georgia.

8. SOUTHERN AUTO DETAIL, LLC is an automobile detailing company, providing detailing services to its clients in the Atlanta Metropolitan area, including AVIS BUDGET GROUP, INC.

9. AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC is a leading provider of mobility solutions, providing car rental services.

10. At all times material hereto Defendants have and continue to have substantial business operations in Fulton County, Georgia.

COVERAGE

11. At all times material hereto Plaintiff was jointly employed by Defendants within the meaning of FLSA.

12. Plaintiff was hired by Defendants to perform duties as a driver for SOUTHERN AUTO DETAIL, LLC and AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC in Fulton County, Georgia.

13. Throughout his employment, Plaintiff performed work on behalf of both Defendants.

14. At all times material hereto, Defendants both directed the day to day duties of Plaintiff and those similarly situated and assigned him his work duties.

15. At all times material hereto, Defendants were employers of Plaintiff within the meaning of FLSA.

16. Defendants were, and continue to be, an “employer” within the meaning of FLSA.

17. At all times material hereto, Defendants were, and continue to be, “an enterprise engaged in commerce” within the meaning of FLSA.

18. At all times material hereto, each of the Defendants was, and continues to be, an enterprise engaged in the “production of goods for commerce” within the meaning of the FLSA.

19. At all times material hereto, each of the Defendants was, and continues to be, an enterprise engaged in the “production of good for commerce” within the meaning of the FLSA.

20. Based upon information and belief, the annual gross revenue of SOUTHERN AUTO DETAIL, LLC was in excess of \$500,000.00 per annum during the relevant time periods.

21. Based upon information and belief, the annual gross sales or revenue of AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC was in excess of \$500,000.00 per annum during the relevant time periods.

22. Each Defendant had annual gross sales or business in excess of \$500,000.00 during the relevant time periods.

23. Defendants’ combined annual gross revenue was in excess of \$500,000 per annum during the relevant time periods.

24. At all times material hereto, all of the Defendants simultaneously operated in two (2) or more states.

25. At all times material hereto, Defendants had two (2) or more employees handling, selling, or otherwise working on goods or materials that had been moved in or produced for commerce, including office equipment, computers, telephones, automobiles, and other tools and materials necessary for the work they performed.

26. At all times material hereto, each Defendant had two (2) or more employees handling, selling, or otherwise working on goods or materials that had been moved in or produced for commerce, including office equipment, computers, telephones, automobiles, and other tools and materials necessary for the work they performed.

27. At all times material hereto, Plaintiff was “engaged in commerce” and subject to individual coverage of the FLSA, because he drove Defendants’ vehicles in and out of state on a regular and frequent basis as part of his job duties while employed by Defendants, and regularly transported such vehicles on interstate highways as well.

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

STATEMENT OF FACTS

29. SOUTHERN AUTO DETAIL, LLC is an automobile detailing company, providing detailing services to its clients in the Atlanta Metropolitan area.

30. AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC is a leading provider of mobility solutions, providing car rental services.

31. Plaintiff was hired by Defendants and exclusively performed duties as a driver for both Defendants, transporting and detailing cars on behalf of Defendants.

32. Plaintiff was jointly employed by Defendants as a driver at all times relevant hereto, and performed the standardized duties of Defendants' driver position throughout his employment.

33. Plaintiff worked in this capacity from approximately June 2016 through April 17, 2017.

34. Plaintiff was paid an hourly rate of pay of eight dollars (\$8.00) per hour upon hire, and received an increase to ten dollars (\$10.00) per hour in approximately September 2016.

35. Plaintiff routinely worked more than forty (40) hours per week within a work week during several weeks of employment.

36. In fact, Plaintiff often worked more than forty-five (45) hours per week throughout his employment with Defendants.

37. Plaintiff drove vehicles that belonged to Defendant AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC.

38. Plaintiff drove Defendant AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC's vehicles in and out of state.

39. Plaintiff clocked in and out of work at Defendant AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC's locations.

40. Plaintiff followed instructions from a representative of AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC throughout his employment.

41. The AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC representative controlled when Plaintiff began his job, which route(s) he would drive, and which cars he would drive.

42. Plaintiff also followed instructions from a representative of SOUTHERN AUTO DETAIL, LLC.

43. The SOUTHERN AUTO DETAIL, LLC representative had the power to hire/fire Plaintiff, and controlled Plaintiff's rate and frequency of pay.

44. Plaintiff worked for Defendants without being paid the correct overtime premium rate of time and one-half his regular rate of pay for all hours worked in excess of forty (40) hours within a work week.

45. Specifically, Defendants paid overtime hours worked in excess of

forty (40) hours within a work week at the regular rate of pay for all hours.

46. Defendants were aware of the overtime hours worked.

47. Upon information and belief, the records, to the extent any exist, concerning the number of hours worked and amounts paid to Plaintiff, are in the possession and custody of the Defendants.

48. Defendants have violated Title 29 U.S.C. §207 in that:

- a. Plaintiff worked in excess of forty (40) hours per week for the period of employment with Defendants;
- b. No payments or insufficient payments, or provisions for payment, have been made by Defendants to properly compensate Plaintiff at the statutory rate of one and one-half times his regular rate for those hours worked in excess of forty (40) hours per work week as provided by the FLSA; and
- c. Defendants have failed to maintain proper time records as mandated by the FLSA.

49. Plaintiff has retained the law firm of MORGAN & MORGAN, P.A. to represent him in the litigation and has agreed to pay the firm a reasonable fee for its services.

COUNT I
VIOLATION OF 29 U.S.C. §207 OVERTIME COMPENSATION

50. Plaintiff re-alleges and re-avers paragraphs 1 through 49 of the

Complaint as if fully set forth herein.

51. From approximately June 2016 through April 17, 2017, Plaintiff worked in excess of the forty (40) hours per week, in virtually every workweek, for which Plaintiff was not compensated at the statutory rate of one and one-half times Plaintiff's regular rate of pay.

52. Plaintiff is entitled to be paid at the statutory rate of one and one-half times his regular rate of pay for those hours worked in excess of forty (40) hours.

53. At all times material hereto, Defendants failed to maintain proper time records as mandated by the FLSA.

54. Defendants' actions in this regard were/are willful and/or showed/show reckless disregard for the provisions of the FLSA as evidenced by its continued failure to compensate Plaintiff at the statutory rate of one and one-half times his regular rate of pay for the hours worked in excess of forty (40) hours per weeks when they knew, or should have known, such was, and is due.

55. Defendants have failed to properly disclose or apprise Plaintiff of his rights under the FLSA.

56. Due to the intentional, willful, and unlawful acts of Defendants, Plaintiff suffered damages and lost compensation for time worked over forty (40) hours per week, plus liquidated damages.

57. Plaintiff is entitled to an award of reasonable attorney's fees and costs

pursuant to 29 U.S.C. §216(b), in addition to his unpaid wages and liquidated damages.

WHEREFORE, Plaintiff, RAYMOND BAROLDY-ROMO, demands judgment against SOUTHERN AUTO DETAIL, LLC, and AVIS BUDGET GROUP, INC. d/b/a AVIS RENT A CAR SYSTEM, LLC, for the payment of all unpaid wages, overtime hours at time and one-half the regular rate of pay for the hours worked by him for which Defendants did not properly compensate him, liquidated damages, reasonable attorneys' fees and costs incurred in this action, and any and all further relief this Court determines to be just and appropriate.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff hereby demands a trial by jury of all issues so triable.

Respectfully submitted this **3rd** day of **November, 2017**,

/s/ Andrew R. Frisch

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GA Bar No. 366105
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Counsel for Plaintiff

CIVIL COVER SHEET

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

RAYMOND BAROLDY-ROMO, on behalf of himself and those similarly situated,

DEFENDANT(S)

SOUTHERN AUTO DETAIL, LLC, a Domestic Limited Liability Company, and AVIS BUDGET GROUP, INC. d.b.a AVIS RENT A CAR SYSTEM, LLC, a Foreign Limited Liability Company,

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Clayton (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, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Andrew R. Frisch, Esquire
Morgan & Morgan, P.A.
600 N. Pine Island Road, Suite 400
Plantation, FL 33324
AFrisch@forthepeople.com

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 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) (FOR DIVERSITY CASES ONLY)

- PLF DEF PLF DEF
1 1 CITIZEN OF THIS STATE 4 4 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
2 2 CITIZEN OF ANOTHER STATE 5 5 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
3 3 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY 6 6 FOREIGN NATION

IV. 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 District)
6 MULTIDISTRICT LITIGATION - TRANSFER
7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Violation of 29 U.S.C. Section 207 Overtime Compensation

(IF COMPLEX, CHECK REASON BELOW)

- 1. Unusually large number of parties.
2. Unusually large number of claims or defenses.
3. Factual issues are exceptionally complex
4. Greater than normal volume of evidence.
5. Extended discovery period is needed.
6. Problems locating or preserving evidence
7. Pending parallel investigations or actions by government.
8. Multiple use of experts.
9. Need for discovery outside United States boundaries.
10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$ APPLYING IFP MAG. JUDGE (IFP)
JUDGE MAG. JUDGE (Referral) NATURE OF SUIT CAUSE OF ACTION

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 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 - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EML. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395f)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI-TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

/s/ Andrew R. Frisch

November 3, 2017

SIGNATURE OF ATTORNEY OF RECORD

DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Southern Auto Detail, Avis Budget Group Facing Unpaid Overtime Lawsuit](#)
