

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.:

DORA LOPEZ DE LA NUEZ, LEIDY	)
VAZQUEZ, LUIS ZAPATA, PHILLIP	)
AGUILERA, MAURICE MACKENSON,	)
DARRINGTON HORNE, RENAN	)
OBREGON, EDWARD RODRIGUEZ,	)
YAMIL RODRIGUEZ TANCO, JOEL	)
VAZQUEZ, JORGE LOPEZ, and all others	)
similarly situated under 29 U.S.C. 216(B),	)
	)
Plaintiffs,	)
vs.	)
	)
AF DESIGN SERVICES, LLC., ABILIO	)
FURTADO and LUINA FURTADO	)
	)
Defendants.	)

**COMPLAINT UNDER 29 U.S.C. 201- 216 MINIMUM WAGE AND OVERTIME VIOLATIONS**

Plaintiffs, DORA LOPEZ DE LA NUEZ, LEIDY VAZQUEZ, LUIS ZAPATA, PHILLIP AGUILERA, MAURICE MACKENSON, DARRINGTON HORNE, RENAN OBREGON, EDWARD RODRIGUEZ, YAMIL RODRIGUEZ TANCO, JOEL VAZQUEZ and JORGE LOPEZ on behalf of themselves and all others similarly situated under 29 U.S.C. 216(B), through undersigned counsel, files this Complaint against Defendants, AF DESIGN SERVICES, LLC, ABILIO FURTADO, and LUINA FURTADO, and allege:

1. This is an action arising under the Fair Labor Standards Act 29 U.S.C. §§ 201-216.
2. Plaintiff DORA LOPEZ DE LA NUEZ was a resident of Miami-Dade County, Florida at the time this dispute arose.
3. Plaintiff LEIDY VAZQUEZ was a resident of Miami-Dade County, Florida at the time this

dispute arose.

4. Plaintiff LUIS ZAPATA was a resident of Miami-Dade County at the time this dispute arose
5. Plaintiff PHILLIP AGUILERA was a resident of Miami-Dade County at the time this dispute arose.
6. Plaintiff MAURICE MACKENSON was a resident of Miami-Dade County at the time this dispute arose.
7. Plaintiff DARRINGTON HORNE was a resident of Miami-Dade County at the time this dispute arose.
8. Plaintiff RENAN OBREGON was a resident of Miami-Dade County at the time this dispute arose.
9. Plaintiff EDWARD RODRIGUEZ was a resident of Miami-Dade County at the time this dispute arose.
10. Plaintiff YAMIL RODRIGUEZ TANCO was a resident of Miami-Dade County at the time this dispute arose.
11. Plaintiff JOEL VAZQUEZ was a resident of Miami-Dade County at the time this dispute arose.
12. Plaintiff JORGE LOPEZ was a resident of Miami-Dade County at the time this dispute arose.
13. The Defendant, AF DESIGN SERVICES, LLC, is a corporation that regularly transacts business within Palm Beach County. Upon information and belief, the Defendant Corporation was the Plaintiffs' FLSA employer during Plaintiffs' employment ("the relevant time period").
14. The individual Defendant, ABILIO FURTADO, is a corporate officer and/or owner of the Defendant Corporation who ran the day-to-day operations of the Corporate Defendant for the

relevant time period, was responsible for paying Plaintiffs' wages for the relevant time period, and controlled Plaintiffs' work and schedule and was therefore Plaintiffs' employer as defined by 29 U.S.C. 203 (d).

15. The individual Defendant, LUINA FURTADO, is a corporate officer and was responsible for paying Plaintiffs' wages for the relevant time period, and controlled Plaintiffs' work and schedule and was therefore Plaintiffs' employer as defined by 29 U.S.C. 203 (d).

16. The acts or omissions giving rise to this dispute took place in Miami-Dade County, Florida.

**COUNT I. FEDERAL OVERTIME AND MINIMUM WAGE VIOLATIONS**

17. This action arises under the laws of the United States. This case is brought as a collective action under 29 USC 216(B). It is believed that the Defendants have employed several other similarly situated employees like the Plaintiffs who have not been paid all wages owed for work performed from the filing of this complaint back three years.

18. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 as this case is brought pursuant to The Fair Labor Standards Act, 29 U.S.C. §§ 201-219 (section #216 for jurisdictional placement).

19. 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)]. On July 24, 2007 Federal minimum wage was raised to \$5.85/hr. On July 24, 2008, Federal minimum wage was raised to \$6.55/hr. On July 24, 2009, Federal minimum wage was raised to \$7.25/hr.

20. 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...."

21. Plaintiff, DORA LOPEZ DE LA NUEZ, worked for Defendants as an architect and

construction manager from on or about July 5, 2016 through on or about May 5, 2017.

22. Plaintiff, LEIDY VAZQUEZ, worked for Defendants as a janitor from on or about May 5, 2014, through on or about May 5, 2017.
23. Plaintiff, LUIS ZAPATA, worked for the Defendants as a supervisor from on or about April 1, 2016 through on or about May 12, 2017.
24. Plaintiff, PHILLIP AGUILERA, worked for the Defendants as a painter from on or about May 25, 2016 through on or about May 12, 2017.
25. Plaintiff, MAURICE MACKENSON, worked for the Defendants as a laborer from on or about September 17, 2016 through on or about May 12, 2017.
26. Plaintiff, DARRINGTON HORNE, worked for the Defendants as a drywall finisher from on or about October 1, 2016 through May 12, 2017.
27. Plaintiff, RENAN OBREGON, worked for the Defendants as an electrician from on or about November 25, 2016 through on or about May 5, 2017.
28. Plaintiff, EDWARD RODRIGUEZ, worked for the Defendants as a plumber from on or about April 1, 2016 through on or about May 12, 2017.
29. Plaintiff, YAMIL RODRIGUEZ TANCO, worked for the Defendants as a drywall finisher from on or about April 1, 2016 through on or about May 12, 2017.
30. Plaintiff, JOEL VAZQUEZ, worked for the Defendants as a drywall finisher from on or about November 1, 2015 through on or about May 12, 2017.
31. Plaintiff, JORGE LOPEZ, worked for Defendants as a carpenter from on or about June 22, 2016 through May 12, 2017.
32. Defendants' business activities involve those to which the Fair Labor Standards Act applies. Both the Defendants' business and the Plaintiffs' work for the Defendants affected interstate

commerce for the relevant time period. Plaintiffs' work for the Defendants affected interstate commerce for the relevant time period because the goods and/or materials that Plaintiffs used and/or handled on a constant and/or continual basis and/or that were supplied to Plaintiffs by the Defendants to use on the job moved through interstate commerce prior to and/or subsequent to Plaintiffs' use of the same. Plaintiffs' work for the Defendants was actually in and/or so closely related to the movement of commerce while he worked for the Defendants that the Fair Labor Standards Act applies to Plaintiffs' work for the Defendants.

33. Upon information and belief, the Defendant Corporation's gross sales or business done exceeded \$500,000 annually for the year 2016.
34. Upon information and belief, the Defendant Corporation's gross sales or business done exceeded \$125,000 for the third quarter in the year 2016.
35. Furthermore, Defendants regularly employed two or more employees for the relevant time period who handled materials that travelled through interstate commerce, or used instrumentalities of interstate commerce, thus making Defendants' business an enterprise covered under the Fair Labor Standards Act.
36. Plaintiff, DORA LOPEZ DE LA NUEZ, worked for Defendants from on or about April 9, 2017 through on or about May 5, 2017. During this time period Plaintiff was contracted to be paid at the rate of \$18.00 an hour and worked an average of 40 hours per week but was not paid any wages whatsoever as required by law. Plaintiff therefore claims the higher applicable rate between her contractual rate and the minimum wage for each hour worked.
37. Plaintiff, LEIDY VAZQUEZ, worked for Defendants from on or about April 9, 2017 through on or about May 5, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$13.70 an hour and worked an average of 40 hours per week but was not but was not paid

any wages whatsoever as required by law. Plaintiff therefore claims the higher applicable rate between her contractual rate and the minimum wage for each hour worked..

38. Plaintiff, LUIS ZAPATA, worked for the Defendants from on or about April 9, 2017 through on or about May 12, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$1,100 per week and worked an average of 45 hours per week but was not paid any wages whatsoever as required by law. Plaintiff therefore claims the higher applicable rate between his contractual rate and the minimum wage for each hour worked.

39. Plaintiff, PHILLIP AGUILERA, worked for the Defendants from on or about April 2, 2017 through on or about May 12, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$15.00 an hour and worked an average of 40 hours per week but was not paid any wages whatsoever as required by law. Plaintiff therefore claims the higher applicable rate between his contractual rate and the minimum wage for each hour worked.

40. Plaintiff, MAURICE MACKENSON, worked for the Defendants from on or about April 9, 2017 through on or about May 12, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$12.00 an hour and worked an average of 46 hours per week but was not paid any wages whatsoever and was not paid time and a half overtime as required by law. Plaintiff therefore claims the higher applicable rate between his contractual rate and the minimum wage for each hour worked as well as time and a half overtime wages for each overtime hour worked.

41. Plaintiff, DARRINGTON HORNE, worked for the Defendants from on or about April 9, 2017 through on or about May 12, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$18.00 an hour and worked an average of 40 hours per week but was not paid any wages whatsoever as required by law. Plaintiff therefore claims the higher

applicable rate between his contractual rate and the minimum wage for each hour worked

42. Plaintiff, RENAN OBREGON, worked for the Defendants as an electrician from on or about April 9, 2017 through on or about May 5, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$22.00 an hour and worked an average of 40 hours per week but was not paid any wages whatsoever as required by law. Plaintiff therefore claims the higher applicable rate between his contractual rate and the minimum wage for each hour worked.

43. Plaintiff, EDWARD RODRIGUEZ, worked for the Defendants from on or about April 9, 2017 through on or about May 12, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$23.00 an hour and worked an average of 40 hours per week but was not paid any wages whatsoever as required by law. Plaintiff therefore claims the higher applicable rate between his contractual rate and the minimum wage for each hour worked.

44. Plaintiff, YAMIL RODRIGUEZ TANCO, worked for the Defendants from on or about April 9, 2017 through on or about May 12, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$24.00 an hour and worked an average of 56 hours per week but was not paid any wages whatsoever and was not paid time and a half overtime as required by law. Plaintiff therefore claims the higher applicable rate between his contractual rate and the minimum wage for each hour worked as well as time and a half overtime wages for each overtime hour worked.

45. Plaintiff, JOEL VAZQUEZ, worked for the Defendants from on or about April 9, 2017 through on or about May 12, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$20.00 an hour and worked an average of 44 hours per week but was not paid any wages whatsoever and was not paid time and a half overtime as required by law.

Plaintiff therefore claims the higher applicable rate between his contractual rate and the minimum wage for each hour worked as well as time and a half overtime wages for each overtime hour worked.

46. Plaintiff, JORGE LOPEZ, worked for the Defendants from on or about April 9, 2017 through on or about May 12, 2017. During this time period Plaintiff was contracted to be paid at a rate of \$23.00 an hour and worked an average of 43.3 hours per week but was not paid any wages whatsoever and was not paid time and a half overtime as required by law. Plaintiff therefore claims the higher applicable rate between his contractual rate and the minimum wage for each hour worked as well as time and a half overtime wages for each

47. Defendants willfully and intentionally refused to pay Plaintiffs' wages as required by the Fair Labor Standards Act as Defendants knew of the requirements of the Fair Labor Standards Act and recklessly failed to investigate whether Defendants' payroll practices were in accordance with the Fair Labor Standards Act. Defendants remain owing Plaintiffs these wages since the commencement of Plaintiffs' employment with Defendants for the time period specified above.

Wherefore, the Plaintiffs requests their unpaid wages owed, an equal amount in liquidated damages, and reasonable attorney fees from Defendants pursuant to the Fair Labor Standards Act as cited above, to be proven at the time of trial for all wages still owing from Plaintiffs' entire employment periods with Defendants or as much as allowed by the Fair Labor Standards Act along with court costs, interest, and any other relief that this Court finds reasonable under the circumstances.

The Plaintiffs request a trial by jury.



**COUNT II. BREACH OF CONTRACT**

Plaintiff adopts and re-alleges the allegations contained in paragraphs 1- 47 above and further states:

48. This Court has supplemental jurisdiction to hear this count pursuant to 28 U.S.C. §1367.

49. All conditions precedent have been fulfilled prior to bringing this action for breach of contract.

50. Prior to the onset of the Plaintiffs' employment, each entered into oral employment contracts with the Defendants.

51. Plaintiff DORA LOPEZ DE LA NUEZ' contract guaranteed her \$18.00 per hour, and she did in fact perform her obligations under the contract by working for an average of 40 hours per week in the time period described above. The Plaintiff therefore claims the amount promised to her under the contract for the time that she worked.

52. Plaintiff LEIDY VAZQUEZ' contract guaranteed her \$13.70 per hour, and she did in fact perform her obligations under the contract by working for an average of 40 hours per week in the time period described above. The Plaintiff therefore claims the amount promised to her under the contract for the time that she worked.

53. Plaintiff LUIS ZAPATA's contract guaranteed him a salary of \$57,200.00 per year, and did in fact perform his obligations under the contract during his employment by working an average of 45 hours per week, but he did not receive any wages whatsoever. The Plaintiff therefore claims the amount promised to him under the contract for the period in which he worked.

54. Plaintiff PHILIP AGUILERA's contract guaranteed him \$15.00 per hour, and he did in perform his obligation under the contract by working an average of 40 hours per week in the

time period described above. The Plaintiff therefore claims the amount promised to him under the contract for the time he worked.

55. Plaintiff MAURICE MACKENSON's contract guaranteed him \$12.00 per hour, and he did in fact perform his obligation under the contract by working for an average of 43 hours per week in the time period described above. The Plaintiff therefore claims the amount promised to him under the contract for the time he worked.

56. Plaintiff RENAN OBREGON's contract guaranteed him \$22.00 per hour, and he did in fact perform his obligation under the contract by working for an average of 40 hours per week in the time period described above. The Plaintiff therefore claims the amount promised to him under the contract for the time he worked.

57. Plaintiff, EDWARD RODRIGUEZ' contract guaranteed him \$23.00 per hour, and he did in fact perform his obligation under the contract by working for an average of 40 hours per week in the time period described above. The Plaintiff therefore claims the amount promised to him under the contract for the time he worked.

58. Plaintiff, YAMIL RODRIGUEZ TANCO's contract guaranteed him \$24.00 per hour, and he did in fact perform his obligations under the contract by working for an average of 56 hours per week in the time period described above. The Plaintiff therefore claims the amount promised to him under the contract for the time he worked.

59. Plaintiff, JORGE LOPEZ' contract guaranteed him \$23.00 per hour, and he did in fact perform his obligations under the contract by working an average of 43.3 hours per week in the time period described above. The Plaintiff therefore claims the amount promised to him under the contract for the time he worked.

60. The Defendants have breached their obligations under the contract by failing to pay the

Plaintiffs their contractually obligated wages as described above, and the Plaintiffs have been damaged accordingly.

WHEREFORE, Plaintiffs demand judgment against the Corporate Defendant for all damages allowed by law under the contract including but not limited to the unpaid wages owed.

Plaintiffs request a trial by jury.

Respectfully Submitted,

Fiorella Castagnola Blaikie, Esq.

**Fiorella Castagnola, P.A.**

Attorney for Plaintiffs

4697 W. Flagler St.

Coral Gables, Florida 33134

Phone: (786) 703-7936

Fax: (305) 675-7675

Email: [Fiorella@rclegalgroup.com](mailto:Fiorella@rclegalgroup.com)

By: /s/ Fiorella Castagnola Blaikie

Fiorella Castagnola Blaikie, Esq.

Florida Bar Number: 90953

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



Dora Lopez de La Nuez, Leidy Vazquez, Luis Zapata, Phillip Aguilera, Maurice Mackenson, Darrington Horne, Renan Obregon, Edward Rodriguez, Yamil Rodriguez Tanco, Joel Vazquez, Jorge Lopez and othe

Plaintiff(s)

v.

Civil Action No.

AF Design Services, LLC, Abilio Furtado and Luina Furtado

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) AF Design Services, LLC, 1260 NW 74th St., Miami, FL 33147

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:

Fiorella Castagnola Blaikie, Esq., Fiorella Castagnola, P.A., 4697 W. Flagler St., Coral Gables, FL 33134

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

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



Dora Lopez de La Nuez, Leidy Vazquez, Luis Zapata, Phillip Aguilera, Maurice Mackenson, Darrington Horne, Renan Obregon, Edward Rodriguez, Yamil Rodriguez Tanco, Joel Vazquez, Jorge Lopez and othe

Plaintiff(s)

v.

Civil Action No.

AF Design Services, LLC, Abilio Furtado and Luina Furtado

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ABILIO FURTADO 1819 SW 89 Ter., Miramar, FL 33025

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:

Fiorella Castagnola Blaikie, Esq., Fiorella Castagnola, P.A., 4697 W. Flagler St., Coral Gables, FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



Dora Lopez De La Nuez, Leidy Vazquez, Luis Zapata, Phillip Aguilera, Maurice Mackenson, Darrington Horne, Renan Obregon, Edward Rodriguez, Yamil Rodriguez Taco, Joel Vazquez, Jorge Lopez and all oth

Plaintiff(s)

v.

Civil Action No.

AF Design Services, LLC, Abilio Furtado and Luina Furtado

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) LUINA FURTADO, 1819 sw 89th Ter., Miramar, FL 33025

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:

Fiorella Castagnola, Esq., Fiorella Castagnola, P.A.
4897 W. Flagler St.
Coral Gables, FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS Dora Lopez de la Nuez, Leidy Vazquez, Luis Zapata, Phillip Aguilera, Maurice Mackenson et al. DEFENDANTS AF Design Services, LLC, Abilio Furtado and Luina Furtado

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

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

(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)

- 1 U.S. Government Plaintiff Federal Question (U.S. Government Not a Party) [X] 3
2 U.S. Government Defendant Diversity (Indicate Citizenship of Parties in Item III) [ ] 4

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

- Citizen of This State PTF [X] 1 DEF [ ] 1
Citizen of Another State [ ] 2 [ ] 2
Citizen or Subject of a Foreign Country [ ] 3 [ ] 3 Foreign Nation [ ] 6 [ ] 6

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

- 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.
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, 444 Employment, 445 Amer. w/Disabilities - Employment, 446 Amer. w/Disabilities - Other, 448 Education.
TORTS: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability, 370 Other Fraud, 371 Truth in Lending, 380 Other Personal Property Damage, 385 Property Damage Product Liability.
PRISONER PETITIONS: Habeas Corpus: 463 Alien Detainee, 510 Motions to Vacate Sentence. Other: 530 General, 535 Death Penalty, 540 Mandamus & Other, 550 Civil Rights, 555 Prison Condition, 560 Civil Detainee - Conditions of Confinement.

Click here for: Nature of Suit Code Descriptions

- 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.
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157.
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 835 Patent - Abbreviated New Drug Application, 840 Trademark.
SOCIAL SECURITY: 861 HIA (1395f), 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)
[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 Fair Labor Standards Act 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 2 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: SIGNATURE OF ATTORNEY OF RECORD

6/9/2017

[Signature]

FOR OFFICE USE ONLY RECEIPT # AMOUNT 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: [Former AF Design Services Employees Say They Worked for Free](#)

---