

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO.:

ESTRELLA RODERO,  
and JOSHUA E. RODERO  
and other similarly-situated individuals,

Plaintiff (s),

v.

SIGNAL FINANCE COMPANY LLC,  
MIAMI FUNERAL SERVICES & CREMATORIES, INC.  
a/k/a “NATIONAL FUNERAL HOMES,” a/k/a  
“AUXILIADORA FUNERARIA NACIONAL,”  
FIRST CUBAN FINANCIAL INC,  
HILBERT I. MOHABIR a/k/a “RAFAIY ALKHALIFA,”  
a/k/a “RAFAEL MOHABIR,” a/k/a “SHEIK RAFAYI AL-KHALIFA,”  
DAYANA SOSA and ROBERTO J. CANO, individually,

Defendants,

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**COMPLAINT**

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

COME NOW the Plaintiffs ESTRELLA RODERO, JOSHUA E. RODERO, and other similarly-situated individuals, by and through the undersigned counsel, and hereby sue Defendants SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., FIRST CUBAN FINANCIAL INC, HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO, individually and alleges:

**JURISDICTION VENUES AND PARTIES**

1. This is an action to recover money damages for unpaid overtime wages under the laws of the United States. This Court has jurisdiction pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201-219 (Section 216 for jurisdictional placement) (“the Act”).

2. Plaintiff ESTRELLA RODERO is a resident of Miami-Dade County, Florida, within the jurisdiction of this Honorable Court. Plaintiff is a covered employee for purposes of the Act.
3. Plaintiff JOSHUA E. RODERO is a resident of Miami-Dade County, Florida, within the jurisdiction of this Honorable Court. Plaintiff is a covered employee for purposes of the Act.
4. Defendants SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC, are Florida corporations which have their place of business, and performed business in Miami-Dade County within the jurisdiction of this Court. At all times, Defendants were engaged in interstate commerce.
5. The individual Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO were and are now owners/partners/officers and managers of SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC.
6. The individuals Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO are Plaintiffs' employers in the meaning of 29 U.S.C. § 203(d).
7. All the action raised in this complaint took place in Dade County Florida, within the jurisdiction of this Court.

ALLEGATIONS COMMON TO ALL COUNTS

8. This cause of action is brought by Plaintiffs as a collective action to recover from Defendants 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”) who worked in excess of forty (40) hours during one or more weeks on or after April 5, 2015 (the “material time”) without being compensated overtime wages pursuant to the FLSA. Corporate Defendants SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC, provided funeral home and crematory services in the areas of Miami-Dade County. Defendants operate National Funeral Homes located at 151 NW 37 Avenue, Miami, FL 33125, and Auxiliadora Funeraria Nacional, located at 6871 Bir Road, Miami, FL 33151.

9. Pursuant to 29 U.S.C. § 203 (r)(1), Defendants SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC were a joint enterprise because: 1) the three companies have the same or related business activities; 2) the three companies operated out of the same locations; 3) the three companies shared centralized funeral home, facilities, equipment and supplies; 4) SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC operate as a single unit for a common business purpose; 5) Between SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC existed unified operation and common control because individual Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO controlled the day to day operations of the funeral homes, and they operated as a single unit for a common business purpose; 6) SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL

INC shared a common business purpose, the profitable operation of the funeral homes; 7) the three corporations had interdependent financial interest, because there is common ownership.

10. Pursuant 29 C.F.R. §791.2. SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC, were joint employers because: 1) SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC, through its owners/managers HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO had equal and absolute control over the Plaintiffs and other employees similarly situated; 2) HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO assigned duties to Plaintiffs and other employees similarly situated; 3) SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC through its managers, jointly and equally determined terms and employment conditions of Plaintiffs and other employees similarly situated; 5) SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC operated out of the same facilities where Plaintiffs and the other similarly situated employees worked; 6) The work performed by Plaintiffs and other similarly situated individuals were an integral part of the business operation of SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., FIRST CUBAN FINANCIAL INC.

11. Therefore, because the work performed by Plaintiffs and other similarly-situated individuals, simultaneously benefited all Defendants and directly or indirectly furthered their joint interest, Defendants SIGNAL FINANCE COMPANY LLC, MIAMI

FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC, are a joint enterprise as defined in 29 U.S.C. § 203 (r)(1), and they are also joint employers as defined in 29 C.F.R. §791.2.

12. Defendants SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC are the joint employers of Plaintiffs and other similarly situated employees under the FLSA’ broad definition of “employer”, (29 U.S.C. §203 (d)), and are jointly liable for Plaintiffs’ damages.

13. Defendants SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC, hereinafter will be called collectively MIAMI FUNERAL SERVICES or corporate Defendants.

14. A.-Allegations concerning Plaintiff ESTRELLA RODERO

MIAMI FUNERAL SERVICES employed Plaintiff ESTRELLA RODERO as non-exempt funeral home employee, from approximately July 1994 through December 06, 2017, or more than 23 years. However, for FLSA purposes the relevant weeks of employment is 130 weeks. (Plaintiff has already deducted 9 weeks that she did not work at MIAMI FUNERAL SERVICES, approximately from December 16, 2016 to February 20, 2017)

15. During her employment with Defendants, Plaintiff was misclassified as a Manager. Nevertheless, Plaintiff did not qualify for any executive, or administrative overtime exemption, because among other reasons: 1) Plaintiff never performed any managerial or administrative functions; 2)Plaintiff never managed any department or subdivision of the funeral home; 3) Plaintiff did not direct or supervise two or more employees; 4) Plaintiff did not have the authority to hire, fire, or discipline other employees; 5) Plaintiff did not have the power to recommend or suggest any employment action regarding terms and

conditions of employment of Defendants' employees; 6) Plaintiff did not perform work directly related to the management or general business operations of Defendants' business; 7) Plaintiff did not exercise discretion or independent judgement; 8) Plaintiff worked under closed supervision of HILBERT I. MOHABIR, DAYANA SOSA.

16. Therefore, Plaintiff was a non-exempt employee, whose primary duty consisted of making routine, and repetitive funeral arrangements, office attendance, customer service and general office work, proper of a funerary home.

17. While employed by Defendants, Plaintiff worked more than 40 hours every week period. Without receiving proper compensation for overtime hours.

18. During the relevant period of employment, Plaintiff had a very irregular schedule, but she worked 6 days per week, most of the time. From 2015 to 2017, Plaintiff worked different schedules and she was paid at different rates.

19. Usually, Plaintiff worked 6 days per week an average of 54 hours per week. Plaintiff worked in 2015, and 2016 from 6:00 or 7:AM to 4:00, or 5 PM (9 or more hours daily, or 54 or more weekly). Thus, during 2015, and 2016, Plaintiff worked a minimum of 54 hours every week. In addition to her regular work at the Defendants' facilities, Plaintiff worked at home a minimum of 1 hour every day. Plaintiff had to complete all kind of funeral arrangements. Thus, during 2015 and 2016, Plaintiff worked a minimum of 60 hours per week.

20. During 2017, Plaintiff had a similar or the same irregular schedule. Even though, Plaintiff was supposed to work only 4 days, according to a new schedule, Plaintiff ended up working 6 days per week, usually from 8:00 AM to 5 PM (9 hours daily, or 54 weekly). In addition to her regular work at the Defendants' facilities, Plaintiff continued working at home

completing all kind of funeral arrangements a minimum of 1 hour daily. Consequently, during 2017, Plaintiff also worked a minimum of 60 hours every week.

21. Plaintiff is not in possession of paystubs and time records, but she is in the belief that her wage rate in 2015 was \$18.75 an hour; \$21.88 during until October 2016; and \$ 25.00 an hour from November 2016 to her last day of employment, on or about December 6, 2017.
22. Plaintiff was paid with company checks, and paystubs that did not reflect the real number of hours worked. Sometimes, Defendants paid Plaintiff for some overtime hours at her regular rate, and sometimes Plaintiff was paid for a fraction of O/T rate at the rate of time and a half her regular rate. However, Defendants failed to pay Plaintiff for a huge number of overtime hours.
23. Plaintiff states that on or about July 3, 2017, after a Labor Department investigation related to the complaint of a co-worker, Defendants gave her a check for the amount of \$634.38, covering unpaid overtime for the years 2016 and 2017, there was not further explanations or specifications regarding the number of hours paid.
24. Therefore, Defendant failed to pay Plaintiff at the rate of time and a half her 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)).
25. Plaintiff was not in agreement with the irregular or lack of payment for her for overtime hours, as well as her working conditions, and on or about December 6, 2017, she resigned from her position at MIAMI FUNERAL SERVICES, to pursue safer and better employment conditions.
26. In order to facilitate calculations, Plaintiff is going to provide a good faith estimate, without deducting overtime hours paid at any rate, if any. Proper adjustment will be made later.

27. B.- Allegations concerning Plaintiff JOSHUA E. RODERO

MIAMI FUNERAL SERVICES employed Plaintiff JOSHUA E. RODERO as non-exempt funeral home employee and driver, from approximately December 2009 through December 11, 2017. Plaintiff was not employed by Defendants at some point during 2014. However, Plaintiff was employed by Defendants from April 5, 2015, to December 11, 2017, which is the relevant employment period for FLSA purposes. Therefore, the relevant weeks of employment is 140 weeks (From April 5, 2015, to December 11, 2017).

28. Plaintiff's duties included those corresponding to embalmer helper, driver, pick-up and transportation of human remains, cleaning, and other hazardous duties that required licensing, that Plaintiff did not possess.

29. While employed by Defendants, Plaintiff worked more than 40 hours every week period. Plaintiff is not in possession of paystubs and time records, but as his best recollections, Plaintiff had an irregular schedule of 5 or 6 days of work per week. Plaintiff worked from 8:00 AM to 6:00 or 8:00 PM. Plaintiff worked an average of 55-60 hours weekly.

30. During 2015 to approximately October 30, 2016, Plaintiff was paid \$13.00 an hour. Plaintiff was paid for all his hours but at his regular rate. Plaintiff is owed half-time for every hour in excess of 40 that he worked in a week in this period.

31. From November 1, 2016, to his last day of employment, Plaintiff was paid a salary of \$700.00 for a workweek of 5 days with an average of 55 working hours; and \$800.00 for a workweek of 6 days with 60 working hours.

32. Plaintiff worked 2 weeks of 5 days and 2 weeks of 6 days every month. Plaintiff was not paid any overtime in this period, Plaintiff is owed half-time for every hour in excess of 40 that he worked in a week period.



33. Plaintiff was not allowed to punch in and out, and he did not have access to check total number of hours worked. Plaintiff was paid with checks accompanied with paystubs that did not provide information on the total working hours per week periods.
34. Plaintiff states that on or about July 5, 2017, after a Labor Department investigation related to the complaint of a co-worker, Plaintiff was required to sign a document acknowledging receipt of a check for the amount of \$864.69, covering unpaid overtime for the years 2016 and 2017. However, Defendants improperly retained the check and forced Plaintiff to take 5 days off in lieu of cash for overtime payment.
35. Plaintiff was never in agreement with the number of hours paid to him, and on or about December 6, 2017 Plaintiff complained to ROBERTO J. CANO about unpaid overtime hours. Defendant ROBERTO J. CANO, answered that he had to discuss the issue with HILBERT I. MOHABIR and DAYANA SOSA.
36. This complain constituted protected activity under FLSA, 29 U.S.C. 215(a)(3).
37. On or about December 11, 2017, Plaintiff suffered a work related back injury. Plaintiff requested HILBERT I. MOHABIR permission to rest at home for the afternoon, Defendant HILBERT I. MOHABIR refused to give Plaintiff permission and fired him on the spot. Plaintiff was terminated for a pretextual reason.
38. At the time of his termination, Plaintiff performed his work satisfactorily. There was no reason other than a retaliatory action to terminate Plaintiff's employment with Defendant.
39. Plaintiffs ESTRELLA RODERO and JOSHUA E. RODERO seek to recover any unpaid regular wages, overtime hours, liquidated damages, retaliatory damages, and any other relief as allowable by law.

40. The additional persons who may become Plaintiffs in this action are employees and/or former employees of Defendants who are and who were subject to the unlawful payroll practices and procedures of Defendant and were not paid overtime wages at the rate of time and one half of their regular rate of pay for all overtime hours worked in excess of forty.

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

41. Plaintiff ESTRELLA RODERO re-adopts each and every factual allegation concerning to her, as stated in paragraphs 1-40 above as if set out in full herein.

42. This cause of action is brought by Plaintiff ESTRELLA RODERO as a collective action to recover from Defendant overtime compensation, liquidated damages, costs and reasonably attorney's fees under the provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq* (the "FLA or the "ACT"), on behalf of Plaintiff and all other current and former employees similarly situated to Plaintiff ("the asserted class") and who worked in excess of forty (40) hours during one or more weeks on or after April 2015, (the "material time") without being compensated "at a rate not less than one and a half times the regular rate at which he is employed."

43. Defendants SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC (collectively called MIAMI FUNERAL SERVICES or Defendant) are a joint enterprise as defined in 29 U.S.C. § 203 (r)(1), and they are also joint employers as defined in 29 C.F.R. §791.2, as such they are jointly liable for Plaintiff's damages.

44. Defendant MIAMI FUNERAL SERVICES was and is engaged in interstate commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s) (1)(A). Defendant is

a funeral home business. Defendant has more than two employees recurrently engaged in commerce or in the production of goods for commerce by regularly ordering goods and materials produced out of state, by recurrently using the instrumentalities of interstate commerce to accept and solicit funds from non-Florida sources; by using electronic devices to authorize credit card transactions. Upon information and belief, the annual gross revenue of the Employer/Defendant was at all time material hereto in excess of \$500,000 per annum. Therefore, there is FLSA enterprise coverage.

45. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Particularly, Plaintiff was a receptionist and office attendant, and through her daily activities, Plaintiff used the instrumentalities of interstate commerce to perform her work. Therefore, there is individual coverage.

46. MIAMI FUNERAL SERVICES employed Plaintiff ESTRELLA RODERO as non-exempt funeral home employee, from approximately July 1994 through December 06, 2017, or more than 23 years. However, for FLSA purposes the relevant weeks of employment is 130 weeks. (Plaintiff has already deducted 9 weeks that she did not work at MIAMI FUNERAL SERVICES, approximately from December 16, 2016 to February 20, 2017)

47. Plaintiff's duties included those corresponding to a receptionist, and office attendant. Plaintiff worked at National Funeral Homes, and Auxiliadora Funeraria Nacional. Plaintiff never performed in a managerial or administrative position. Plaintiff duties were related with the regular office work of a funeral home.

48. While employed by Defendants, Plaintiff worked more than 40 hours every week period. Without receiving proper compensation for overtime hours.

49. During the relevant period of employment, Plaintiff had a very irregular schedule, but she worked 6 days per week most of the time. From 2015 to 2017, Plaintiff worked different schedules and she was paid at different rates.
50. During 2015 and 2016, Plaintiff worked a minimum of 54 hours at Defendant's facilities, plus 6 hours at home, which constitute 60 hours per week.
51. During 2017, Plaintiff had a similar or the same irregular schedule. Even though, Plaintiff was supposed to work only 4 days, according to a new schedule, Plaintiff ended up working 6 days per week, 9 hours daily, or 54 weekly. In addition to her regular work at the Defendants' facilities, Plaintiff continued working at home completing all kind of funeral arrangements a minimum of 1 hour daily. Consequently, during 2017, Plaintiff also worked a minimum of 60 hours every week.
52. Plaintiff is not in possession of paystubs and time records, but she is in the belief that her wage rate in 2015 was \$18.75 an hour; \$21.88 until October 2016; and \$ 25.00 an hour from November 2016, to her last day of employment on or about December 6, 2017.
53. Plaintiff was paid with company checks, and paystubs that did not reflect the real number of hours worked. Sometimes, Defendants paid Plaintiff for some overtime hours at her regular rate; sometimes Plaintiff was paid for a fraction of O/T rate at the rate of time and a half her regular rate. However, Defendants failed to pay Plaintiff for a huge number of overtime hours.
54. Therefore, Defendant failed to pay Plaintiff at the rate of time and a half her 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)).

55. The records, if any, concerning the number of hours actually worked by Plaintiff and those similarly situated, and the compensation actually paid to such employees should be in the possession and custody of Defendant. However, upon information and belief, Defendant did not maintain time accurate records of hours worked by Plaintiff and other employees. Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO altered time records as per their convenience.

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 off the clock overtime wages is as follows:

\*Please note that these amounts are based on a preliminary calculation and that these figures are subjected to modification as discovery could dictate.

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

Eighty-Six Thousand One Hundred Fifty-Eight Dollars and 80/100 (\$86,158.80)

b. Calculation of such wages:

Total Relevant weeks of employment: 130 weeks

**1.- Period from April 5, 2015 to December 30, 2015= 39 weeks @ \$18.75 an hour**

Total number of hours worked: 60 hours average weekly

Total number or paid hours: 40 hours

Total number of overtime hours: 20 O/T hours

Regular rate: \$18.75 an hour x 1.5 = \$28.12 O/T rate

O/T rate: \$28.12 x 20 O/T hours= \$562.40 x 39 weeks=\$21,933.60

**2.- Period from January 1, 2016 to October 31, 2016 = 43 weeks @ \$21.88 an hour**

Total number of hours worked: 60 hours average weekly

Total number or paid hours: 40 hours

Total number of overtime hours: 20 O/T hours

Regular rate: \$21.88 an hour x 1.5 = \$32.82 O/T rate

O/T rate:  $\$32.82 \times 20 \text{ O/T hours} = \$656.40 \times 43 \text{ weeks} = \$28,225.20$

**3.- Period from November 1, 2016 to December 16, 2016 = 7 weeks @ \$25.00 an hour**

Total number of hours worked: 60 hours average weekly

Total number or paid hours: 40 hours

Total number of overtime hours: 20 O/T hours

Regular rate:  $\$25.00 \text{ an hour} \times 1.5 = \$37.50 \text{ O/T rate}$

O/T rate:  $\$37.50 \times 20 \text{ O/T hours} = \$750.00 \times 7 \text{ weeks} = \$5,250.00$

**4.- Period from February 20, 2017 to December 6, 2017 = 41 weeks @ \$25.00 an hour**

Total number of hours worked: 60 hours average weekly

Total number or paid hours: 40 hours

Total number of overtime hours: 20 O/T hours

Regular rate:  $\$25.00 \text{ an hour} \times 1.5 = \$37.50 \text{ O/T rate}$

O/T rate:  $\$37.50 \times 20 \text{ O/T hours} = \$750.00 \times 41 \text{ weeks} = \$30,750.00$

Total overtime 1, 2, 3 and 4: \$86,158.80

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

This amount represents unpaid overtime wages.

58. At all times material hereto, the Employers/Defendants failed to comply with Title 29 U.S.C. §207 (a) (1), in that Plaintiff and those similarly-situated performed services and worked in excess of the maximum hours provided by the Act but no provision was made by the Defendant to properly pay them at the rate of time and one half for all hours worked in excess of forty hours (40) per workweek as provided in said Act.

59. Defendants 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 Defendants as set

forth above, and Plaintiff and those similarly-situated are entitled to recover double damages.

60. Defendant did not post any notice, as required by the Fair Labor Standards Act and Federal Law, to inform employees of their Federal rights to overtime and minimum wage payments. Defendant violated the Posting requirements of 29 U.S.C. § 516.4. qqq

61. At the times mentioned, individual Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO were the owners/partners/and managers of MIAMI FUNERAL SERVICES. Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO were the employers 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 these individual Defendants acted directly in the interests of MIAMI FUNERAL SERVICES in relation to their employees, including Plaintiff and others similarly situated. Defendants HILBERT I. MOHABIR, DAYANA SOSA, and ROBERTO J. CANO had operational and financial control of the corporations, and they are jointly and severally liable for Plaintiff’s damages.

62. Defendants MIAMI FUNERAL SERVICES, and HILBERT I. MOHABIR, DAYANA SOSA, and ROBERTO J. CANO willfully and intentionally refused to pay Plaintiff overtime wages at the rate of time and one half his regular rate, as required by the law of the United States, and remain owing Plaintiff these overtime wages as set forth above.

63. Plaintiff has retained the law offices of the undersigned attorney to represent her 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 ESTRELLA RODERO and other similarly-situated individuals and against the Defendants MIAMI FUNERAL SERVICES, HILBERT I. MOHABIR, DAYANA SOSA, and ROBERTO J. CANO on the basis of Defendants willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and
- B. Award Plaintiff ESTRELLA RODERO 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 ESTRELLA RODERO demands trial by jury of all issues triable as of right by jury.

**COUNT II:**  
**WAGE AND HOUR FEDERAL STATUTORY VIOLATION;**  
**FAILURE TO PAY OVERTIME, AGAINST ALL DEFENDANTS;**  
**AS TO PLAINTIFF JOSHUA E. RODERO**

- 64. Plaintiff JOSHUA E. RODERO re-adopts each and every factual allegation concerning to him as stated in paragraphs 1-40 above as if set out in full herein.
- 65. This cause of action is brought by Plaintiff JOSHUA E. RODERO as a collective action to recover from Defendants overtime compensation, liquidated damages, costs and reasonably attorney's fees under the provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. § 201 *et seq* (the "FLA or the "ACT"), on behalf of Plaintiff and all other current and former employees similarly situated to Plaintiff ("the asserted class") and



who worked in excess of forty (40) hours during one or more weeks on or after April 2015 (the “material time”), without being compensated “at a rate not less than one and a half times the regular rate at which he is employed.”

66. Defendants SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC (collectively called MIAMI FUNERAL SERVICES or Defendant) are a joint enterprise as defined in 29 U.S.C. § 203 (r)(1), and they are also joint employers as defined in 29 C.F.R. §791.2, as such they are jointly liable for Plaintiff’s damages.

67. Defendant MIAMI FUNERAL SERVICES was and is engaged in interstate commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s) (1)(A). Defendant is a funeral home business. Defendant has more than two employees recurrently engaged in commerce or in the production of goods for commerce by regularly ordering goods and materials produced out of state, by recurrently using the instrumentalities of interstate commerce to accept and solicit funds from non-Florida sources; by using electronic devices to authorize credit card transactions. Upon information and belief, the annual gross revenue of the Employer/Defendant was at all time material hereto in excess of \$500,000 per annum. Therefore, there is FLSA enterprise coverage.

68. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Particularly, Plaintiff was a funeral home employee, and through his daily activities, Plaintiff handled and worked on goods and materials that were moved across State lines at any time in the course of business. Therefore, there is individual coverage.

69. MIAMI FUNERAL SERVICES employed Plaintiff JOSHUA E. RODERO as non-exempt funeral home employee and drive for 140 relevant weeks. (From April 5, 2015, to December 11, 2017).
70. Plaintiff's duties included those corresponding to embalmer helper, driving, pick-up and transportation of human remains, cleaning and other hazardous duties that required licensing, that Plaintiff did not possess.
71. While employed by Defendants, Plaintiff worked more than 40 hours every week period. Plaintiff is not in possession of paystubs and time records, but as his best recollections, Plaintiff had an irregular schedule of 5 or 6 days of work per week.
72. During 2015 to approximately October 30, 2016 (82 weeks), Plaintiff worked 6 days from 8:00 AM to 6:00 or 8:00 PM (10 hours daily) or a minimum average of 60 hours weekly. Plaintiff was paid at \$13.00 an hour. Plaintiff was paid for all his hours, but at his regular rate. Plaintiff is owed half-time for every hour in excess of 40 that he worked in a week in this period.
73. From November 1, 2016, to his last day of employment (58 weeks), Plaintiff was paid a salary of \$700.00 for a workweek of 5 days with an average of 55 working hours; and \$800.00 for a workweek of 6 days with 60 working hours.
74. Plaintiff worked an average of 2 weeks of 5 days and 2 weeks of 6 days every month, as such, Plaintiff worked an average of 29 weeks of 5 days and 29 weeks of 6 days. Plaintiff was not paid any overtime in this period, Plaintiff is owed half-time for every hour in excess of 40 that he worked in a week period.

75. 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)).

76. Plaintiff was not allowed to punch in and out, and he did not have access to check total number of hours worked. Plaintiff was paid with checks accompanied with paystubs that did not provide information on the total working hours per week periods.

77. Plaintiff states that on or about July 5, 2017, after a Labor Department investigation related to the complaint of a co-worker, Plaintiff was required to sign a document acknowledging receipt of a check for the amount of \$864.69, covering unpaid overtime for the years 2016 and 2017. However, Defendants improperly retained the check and forced Plaintiff to take 5 days off in lieu of cash for overtime payment.

78. The records, if any, concerning the number of hours actually worked by Plaintiff and those similarly situated, and the compensation actually paid to such employees should be in the possession and custody of Defendants. However, upon information and belief, Defendants did not maintain time accurate records of hours worked by Plaintiff and other employees.

79. Defendants violated the record keeping requirements of FLSA, 29 CFR Part 516.

80. Prior to the completion of discovery and to the best of Plaintiff's knowledge, at the time of the filing of this complaint, Plaintiff's good faith estimate of unpaid off the clock overtime wages is as follows:

\*Please note that these amounts are based on a preliminary calculation and that these figures are subjected to modification as discovery could dictate. These calculations will be modified when Defendants provide Plaintiff's full time and payment records.

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

Seventeen Thousand Two Hundred Eighty-Nine Dollars and 40/100 (\$17,289.40)

b. Calculation of such wages:

Total relevant weeks of employment: 140 weeks

**1.- Period from April 5, 2015 to October 30, 2016= 82 weeks @ \$13.00 an hour**

Total number of hours worked: 60 hours average weekly

Total number or paid hours: 60 hours

Total number overtime hours: 20 hours

Total number of paid hours: 60 hours paid at regular rate

Regular rate: \$13.00 an hour x 1.5 = \$19.50 O/T rate

O/T rate \$19.50-\$13.00 rate paid=\$6.50 half-time difference

\$6.50 half-time x 20 O/T hours=\$130.00 weekly x 82 weeks=\$10,660.00

**2.- Period from November 1, 2016 to December 11, 2017= 58 weeks**

i.- 29 weeks of 5 days/55 hours weekly paid at \$700.00 weekly

Total number of hours worked: 55 hours average weekly

Total number or paid hours: 55 hours

Total number overtime hours: 15 hours

Total number of paid hours: 55 hours

Paid \$700.00 weekly: 55 hours=\$12.72 an hour

Regular rate: \$12.72 x 1.5 = \$19.08 O/T rate

O/T rate \$19.08-\$12.72 rate paid=\$6.37 half-time difference

\$6.36 half-time x 15 O/T hours=\$95.40 weekly x 29 weeks=\$2,766.60

ii.- 29 weeks of 6 days/60 hours weekly paid at \$800.00 weekly

Total number of hours worked: 60 hours average weekly

Total number or paid hours: 60 hours

Total number overtime hours: 20 hours

Total number of paid hours: 60 hours

Paid \$800.00 weekly: 60 hours=\$13.33 an hour

Regular rate: \$13.33 x 1.5 = \$19.99 O/T rate

O/T rate \$19.99-\$13.33 rate paid=\$6.66 half-time difference

\$6.66 half-time x 20 O/T hours=\$133.20 weekly x 29 weeks=\$3,862.80

Total overtime 1 & 2: \$17,289.40

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

This amount represents unpaid half-time overtime wages.

81. At all times material hereto, the Employers/Defendants failed to comply with Title 29 U.S.C. §207 (a) (1), in that Plaintiff and those similarly-situated performed services and worked in excess of the maximum hours provided by the Act but no provision was made by the Defendants 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.

82. Defendants 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 remain owing Plaintiff and those similarly-situated these overtime wages since the commencement of Plaintiff's 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.

83. At the times mentioned, individual Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO were the owners/partners/and managers of MIAMI FUNERAL SERVICES. Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO were the employers 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 these individual Defendants acted directly in the interests of MIAMI FUNERAL SERVICES in relation to their employees, including Plaintiff and others similarly situated. Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO had operational control of the corporation, provided Plaintiff and other similarly situated employees with their work schedule, and are jointly liable for Plaintiff's damages.

84. Defendants MIAMI FUNERAL SERVICES, and HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO willfully and intentionally refused to pay Plaintiff

overtime wages at the rate of time and one half his regular rate, as required by the law of the United States, and remain owing Plaintiff these overtime wages since the commencement of Plaintiff's employment with Defendants as set forth above.

85. 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 JOSHUA E. RODERO and other similarly-situated individuals and against the Defendants MIAMI FUNERAL SERVICES and HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO on the basis of Defendants willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and
- B. Award Plaintiff JOSHUA E. RODERO 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 JOSHUA E. RODERO demands trial by jury of all issues triable as of right by jury.

**COUNT III:**  
**FEDERAL STATUTORY VIOLATION PURSUANT TO 29 U.S.C. 215 (a)(3)**  
**RETALIATION; AGAINST ALL DEFENDANTS;**  
**AS TO PLAINTIFF JOSHUA E. RODERO**

86. Plaintiff JOSHUA E. RODERO re-adopts each and every factual allegation concerning to him, as stated in paragraphs 1-40 of this complaint as if set out in full herein.

87. Defendants SIGNAL FINANCE COMPANY LLC, MIAMI FUNERAL SERVICES & CREMATORIES, INC., and FIRST CUBAN FINANCIAL INC (collectively called MIAMI FUNERAL SERVICES or Defendant) are a joint enterprise as defined in 29 U.S.C. § 203 (r)(1), and they are also joint employers as defined in 29 C.F.R. §791.2, as such they are jointly liable for Plaintiff's damages.

88. Defendant MIAMI FUNERAL SERVICES was and is engaged in interstate commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s) (1)(A). Defendant is a funeral home business. Defendant has more than two employees recurrently engaged in interstate commerce. Upon information and belief, the annual gross revenue of the Employer/Defendant was at all time material hereto in excess of \$500,000 per annum. Therefore, there is FLSA enterprise coverage.

89. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Particularly, Plaintiff was a funeral home employee, and through his daily activities, Plaintiff handled and worked on goods and materials that were moved across State lines at any time in the course of business. Therefore, there is individual coverage.

90. By reason of the foregoing, Defendant's business activities involve those to which the Fair Labor Standards Act applies.

91. 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..."

92. Likewise, 29 U.S.C. 215(a)(3) states... it shall be unlawful for any person— “to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter, or has testified or is about to testify in any such proceeding,.....”

93. MIAMI FUNERAL SERVICES employed Plaintiff JOSHUA E. RODERO as non-exempt funeral home employee and drive for 140 relevant weeks. (From April 5, 2015, to December 11, 2017).

94. Plaintiff’s duties included those corresponding to embalmer helper, driving, pick-up and transportation of human remains, cleaning and other hazardous duties that required licensing, that Plaintiff did not possess.

95. While employed by Defendants, Plaintiff worked more than 40 hours every week period. Plaintiff is not in possession of paystubs and time records, but as his best recollections, Plaintiff had an irregular schedule of 5 or 6 days of work per week.

96. During 2015 to approximately October 30, 2016 (82 weeks), Plaintiff worked 6 days from 8:00 AM to 6:00 or 8:00 PM (10 hours daily) or a minimum average of 60 hours weekly. Plaintiff was paid at \$13.00 an hour. Plaintiff was paid for all his hours, but at his regular rate.

97. From November 1, 2016, to his last day of employment (58 weeks), Plaintiff was paid a salary of \$700.00 for a workweek of 5 days with an average of 55 working hours; and \$800.00 for a workweek of 6 days with 60 working hours.

98. Plaintiff worked an average of 2 weeks of 5 days and 2 weeks of 6 days every month, as such, Plaintiff worked an average of 29 weeks of 5 days and 29 weeks of 6 days. Plaintiff was not paid any overtime in this period,



99. During his employment with Defendants, Plaintiff worked in excess of 40 hours every week period, however Plaintiff was not paid for overtime hours.

100. 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)).

101. Plaintiff was never in agreement with the number of hours paid to him, and on or about December 6, 2017 Plaintiff complained to ROBERTO J. CANO about unpaid overtime hours. Defendant ROBERTO J. CANO, answered that he had to talk to HILBERT I. MOHABIR and DAYANA SOSA.

102. This complain constituted protected activity under FLSA, 29 U.S.C. 215(a)(3).

103. On or about December 11, 2017, Plaintiff suffered a work related back injury. Plaintiff requested HILBERT I. MOHABIR permission to rest at home for the afternoon, Defendant HILBERT I. MOHABIR refused to give Plaintiff permission and fired him on the spot.

104. At the time of his termination, Plaintiff performed his work satisfactorily. There was no reason other than a retaliatory action to terminate Plaintiff's employment with Defendant.

105. The termination of Plaintiff JOSHUA E. RODERO by the Defendant, was directly and proximately caused by Defendant's unjustified retaliation against Plaintiff because of his complaint about overtime payment, in violation of Federal Law.

106. Plaintiff's termination came just in temporal proximity after Plaintiff's participation in protected activity.

107. At all times during his employment, Plaintiff performed his work satisfactorily. There was no reason other than a retaliatory action to terminate Plaintiff's employment with Defendant.

108. At the times mentioned, individual Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO were the owners/partners/and managers of MIAMI FUNERAL SERVICES. Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO were the employers 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 these individual Defendants acted directly in the interests of MIAMI FUNERAL SERVICES in relation to their employees, including Plaintiff and others similarly situated. Defendants HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO had operational and financial control of the corporations and are jointly and severally liable for Plaintiff's damages.

109. Defendants MIAMI FUNERAL SERVICES, HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO willfully and maliciously retaliated against Plaintiff JOSHUA E. RODERO by engaging in retaliatory actions that were materially adverse to a reasonable employee, and with the purpose to dissuade Plaintiff from exercising his rights under 29 U.S.C. 215(a)(3).

110. The motivating factor which caused Plaintiff JOSHUA E. RODERO to be fired from the business, as described above was his complaint seeking overtime wages at the correct rate from the Defendants. In other words, Plaintiff would not have been fired, but for his complaints about overtime wages paid at the incorrect rate.

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

112. Plaintiff JOSHUA E. RODERO has retained the law offices of the undersigned attorney to represent him in this action and is obligated to pay a reasonable attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff JOSHUA E. RODERO respectfully requests that this Honorable Court:

- A. Enter judgment declaring that the firing of Plaintiff JOSHUA E. RODERO by Defendants MIAMI FUNERAL SERVICES, HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO was an unlawful act of retaliation in violation of 29 U.S.C. 215 (a) (3).
- B. Enter judgment against Defendants MIAMI FUNERAL SERVICES, HILBERT I. MOHABIR, DAYANA SOSA and ROBERTO J. CANO awarding Plaintiff JOSHUA E. RODERO liquidated damages in an amount equal to the amount awarded as consequential damages;
- C. For all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages
- D. Enter judgment awarding Plaintiff reasonable attorney's fees and costs of this suit; and
- E. Grant such other and further relief as this Court deems necessary and proper.

JURY DEMAND

Plaintiff JOSHUA E. RODERO demands trial by jury of all issues triable as of right by jury.

Dated: May 5, 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@thepalmaalawgroup.com  
*Attorney for Plaintiffs*

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** ESTRELLA RODERO and JOSHUA E. RODERO

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

**(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)

**(d) Check County Where Action Arose:** ☒ 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 ☐ 3 Federal Question  
(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

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

| CONTRACT  |   | TORTS  |  | FORFEITURE/PENALTY   |   | BANKRUPTCY |  | OTHER STATUTES |  |
|---|---|--|--|--|---|------------|--|----------------|--|
| <input type="checkbox"/> 110 Insurance  | <b>PERSONAL INJURY</b>  | <b>PERSONAL INJURY</b>   | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 422 Appeal 28 USC 158                   | <input type="checkbox"/> 375 False Claims Act   |            |  |                |  |
| <input type="checkbox"/> 120 Marine   | <input type="checkbox"/> 310 Airplane                           | <input type="checkbox"/> 365 Personal Injury - Product Liability                           | <input type="checkbox"/> 690 Other                                       | <input type="checkbox"/> 423 Withdrawal 28 USC 157               | <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a))  |            |  |                |  |
| <input type="checkbox"/> 130 Miller Act   | <input type="checkbox"/> 315 Airplane Product Liability         | <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability |  |  | <input type="checkbox"/> 400 State Reapportionment  |            |  |                |  |
| <input type="checkbox"/> 140 Negotiable Instrument                                | <input type="checkbox"/> 320 Assault, Libel & Slander           | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability                    |  |  | <input type="checkbox"/> 410 Antitrust  |            |  |                |  |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment    | <input type="checkbox"/> 330 Federal Employers' Liability       |  |  |  | <input type="checkbox"/> 430 Banks and Banking  |            |  |                |  |
| <input type="checkbox"/> 151 Medicare Act   | <input type="checkbox"/> 340 Marine                             |  |  |  | <input type="checkbox"/> 450 Commerce   |            |  |                |  |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 345 Marine Product Liability           | <b>PERSONAL PROPERTY</b>   |  |  | <input type="checkbox"/> 460 Deportation  |            |  |                |  |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits        | <input type="checkbox"/> 350 Motor Vehicle                      | <input type="checkbox"/> 370 Other Fraud   | <b>LABOR</b>   | <b>SOCIAL SECURITY</b>   | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations                   |            |  |                |  |
| <input type="checkbox"/> 160 Stockholders' Suits                                  | <input type="checkbox"/> 355 Motor Vehicle Product Liability    | <input type="checkbox"/> 371 Truth in Lending  | <input checked="" type="checkbox"/> 710 Fair Labor Standards Act         | <input type="checkbox"/> 861 HIA (1395ff)                        | <input type="checkbox"/> 480 Consumer Credit  |            |  |                |  |
| <input type="checkbox"/> 190 Other Contract                                       | <input type="checkbox"/> 360 Other Personal Injury              | <input type="checkbox"/> 380 Other Personal Property Damage                                | <input type="checkbox"/> 720 Labor/Mgmt. Relations                       | <input type="checkbox"/> 862 Black Lung (923)                    | <input type="checkbox"/> 490 Cable/Sat TV   |            |  |                |  |
| <input type="checkbox"/> 195 Contract Product Liability                           | <input type="checkbox"/> 362 Personal Injury - Med. Malpractice | <input type="checkbox"/> 385 Property Damage Product Liability                             | <input type="checkbox"/> 740 Railway Labor Act                           | <input type="checkbox"/> 863 DIWC/DIWW (405(g))                  | <input type="checkbox"/> 850 Securities/Commodities/ Exchange                                 |            |  |                |  |
| <input type="checkbox"/> 196 Franchise  |   |  | <input type="checkbox"/> 751 Family and Medical Leave Act                | <input type="checkbox"/> 864 SSID Title XVI                      | <input type="checkbox"/> 890 Other Statutory Actions  |            |  |                |  |
|   |   |  | <input type="checkbox"/> 790 Other Labor Litigation                      | <input type="checkbox"/> 865 RSI (405(g))                        | <input type="checkbox"/> 891 Agricultural Acts  |            |  |                |  |
|   |   |  | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act                |  | <input type="checkbox"/> 893 Environmental Matters  |            |  |                |  |
|   |   |  |  |  | <input type="checkbox"/> 895 Freedom of Information Act                                       |            |  |                |  |
| <b>REAL PROPERTY</b>  | <b>CIVIL RIGHTS</b>   | <b>PRISONER PETITIONS</b>  |  |  | <b>FEDERAL TAX SUITS</b>  |            |  |                |  |
| <input type="checkbox"/> 210 Land Condemnation                                    | <input type="checkbox"/> 440 Other Civil Rights                 | <b>Habeas Corpus:</b>  |  | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 896 Arbitration  |            |  |                |  |
| <input type="checkbox"/> 220 Foreclosure  | <input type="checkbox"/> 441 Voting                             | <input type="checkbox"/> 463 Alien Detainee  |  | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609         | <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision |            |  |                |  |
| <input type="checkbox"/> 230 Rent Lease & Ejectment                               | <input type="checkbox"/> 442 Employment                         | <input type="checkbox"/> 510 Motions to Vacate Sentence                                    |  |  |   |            |  |                |  |
| <input type="checkbox"/> 240 Torts to Land  | <input type="checkbox"/> 443 Housing/ Accommodations            | <b>Other:</b>  |  |  |   |            |  |                |  |
| <input type="checkbox"/> 245 Tort Product Liability                               | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment  | <input type="checkbox"/> 530 General   | <b>IMMIGRATION</b>   |  | <input type="checkbox"/> 950 Constitutionality of State Statutes                              |            |  |                |  |
| <input type="checkbox"/> 290 All Other Real Property                              | <input type="checkbox"/> 446 Amer. w/Disabilities - Other       | <input type="checkbox"/> 535 Death Penalty   | <input type="checkbox"/> 462 Naturalization Application                  |  |   |            |  |                |  |
|   | <input type="checkbox"/> 448 Education                          | <input type="checkbox"/> 540 Mandamus & Other  | <input type="checkbox"/> 465 Other Immigration Actions                   |  |   |            |  |                |  |
|   |   | <input type="checkbox"/> 550 Civil Rights  |  |  |   |            |  |                |  |
|   |   | <input type="checkbox"/> 555 Prison Condition  |  |  |   |            |  |                |  |
|   |   | <input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement                    |  |  |   |            |  |                |  |

**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

|  |                                      |   |                  |   |
|--|--------------------------------------|---|------------------|---|
| <b>VI. RELATED/<br/>RE-FILED CASE(S)</b> | (See instructions): a) Re-filed Case | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | b) Related Cases | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
|  | <b>JUDGE:</b>                        |   |                  | <b>DOCKET NUMBER:</b>   |

**VII. CAUSE OF ACTION** 49 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)

|                                      |  |                  |  |
|--------------------------------------|--|------------------|--|
| <b>VIII. REQUESTED IN COMPLAINT:</b> | <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 | <b>DEMAND \$</b> | CHECK YES only if demanded in complaint: |
|--------------------------------------|--|------------------|--|

SIGNATURE OF ATTORNEY OF RECORD

DATE May 6, 2018

**FOR OFFICE USE ONLY**

MAG JUDGE

RECEIPT #

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

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UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ESTRELLA RODERO,  
and JOSHUA E. RODERO

*Plaintiff*

v.

Signal Finance Company LLC, Hilbert I. Mohabir,  
Dayana Sosa, Robert J. Cano, et al.

*Defendant*

)  
)  
)  
)  
)  
)  
)

Civil Action No.

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* DAYANA SOSA

2021 SW 24TH TERRACE  
MIAMI, FL 33145

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*

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

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UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ESTRELLA RODERO,  
and JOSHUA E. RODERO

*Plaintiff*

v.

Signal Finance Company LLC, Hilbert I. Mohabir,  
Dayana Sosa, Robert J. Cano, et al.

*Defendant*

)  
)  
)  
) Civil Action No.  
)  
)  
)

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* FIRST CUBAN FINANCIAL INC through its Registered Agent:

SOSA, DAYANA  
2021 SW 24TH TERRACE  
MIAMI, FL 33145

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*

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

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UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ESTRELLA RODERO,  
and JOSHUA E. RODERO

---

*Plaintiff*

v.

Signal Finance Company LLC, Hilbert I. Mohabir,  
Dayana Sosa, Robert J. Cano, et al.

---

*Defendant*

)  
)  
)  
) Civil Action No.  
)  
)  
)

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* HILBERT I. MOHABIR

151 N.W. 37 Avenue  
Miami, FL 33125

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*



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

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UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ESTRELLA RODERO,  
and JOSHUA E. RODERO

*Plaintiff*

v.

Signal Finance Company LLC, Hilbert I. Mohabir,  
Dayana Sosa, Robert J. Cano, et al.

*Defendant*

)  
)  
)  
) Civil Action No.  
)  
)  
)

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* MIAMI FUNERAL SERVICES & CREMATORIES, INC. through its Registered Agent:

FELDMAN, BENNETT G, Esq.  
2655 LEJEUNE ROAD  
SUITE # 514  
MIAMI, FL 33134

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*

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

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UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ESTRELLA RODERO,  
and JOSHUA E. RODERO

*Plaintiff*

v.

Signal Finance Company LLC, Hilbert I. Mohabir,  
Dayana Sosa, Robert J. Cano, et al.

*Defendant*

)  
)  
)  
) Civil Action No.  
)  
)  
)

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* ROBERTO J. CANO

2021 SW 24TH TERRACE  
MIAMI, FL 33145

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*

*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: [Miami Funeral Home Operators Misclassified Workers, Failed to Pay OT, Lawsuit Claims](#)

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