

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.:

ORLANDO SUAREZ
and other similarly-situated individuals,

Plaintiff (s),

v.

S1 SECURITY GROUP INC,
and ROLANDO E. PALMA, individually,

Defendants,

_____ /

COMPLAINT

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

COMES NOW the Plaintiff ORLANDO SUAREZ, and other similarly-situated individuals, by and through the undersigned counsel, and hereby sues Defendants S1 SECURITY GROUP INC, and ROLANDO E. PALMA individually and alleges:

JURISDICTION VENUES AND PARTIES

1. This is an action to recover money damages for unpaid minimum and 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 ORLANDO SUAREZ 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. Defendant S1 SECURITY GROUP INC (hereinafter S1 SECURITY GROUP, or Defendant) is a Florida corporation having its main place of business in Miami-Dade

County, Florida, where Plaintiff worked for Defendant, and at all times material hereto, Defendant was engaged in interstate commerce.

4. The individual Defendant ROLANDO E. PALMA was and is now, owner/president and manager or of S1 SECURITY GROUP. Defendant ROLANDO E. PALMA was the employer of Plaintiff and others similarly situated within the meaning of Section 3(d) of the “Fair Labor Standards Act” [29 U.S.C. § 203(d)] and is jointly liable for Plaintiff’s damages.
5. All the action raised in this complaint took place in Dade County Florida, within the jurisdiction of this Court.

GENERAL ALLEGATIONS

6. This cause of action is brought by Plaintiff ORLANDO SUAREZ to recover from Defendants half-time overtime wages, liquidated damages, retaliatory 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”).
7. Corporate Defendant S1 SECURITY GROUP is a Florida corporation that provides security services to businesses, residential communities, construction sites, executive body guard protection, etc.
8. Defendant S1 SECURITY GROUP employed Plaintiff ORLANDO SUAREZ as a non-exempt security employee, approximately from August 31, 2015 to May 6, 2018 or 140 weeks. However, for FLSA purposes the relevant employment period is 126 weeks, as per Plaintiff’s recollections, he did not work overtime hours approximately the last 13 weeks of employment.

9. During his time of employment with Defendants, Plaintiff was misclassified as an independent contractor
10. Nevertheless, at all times Plaintiff was an employee of Defendants, under the protection of FLSA regulations because; 1) Plaintiff was a full time employee working a pre-set regular schedule; 2) Plaintiff worked for Defendants consistently more than 56 hours weekly for a period of more than 132 weeks; 3) Plaintiff depended exclusively of his employment with Defendants, and he did not have any other job during his 140 weeks of employment with Defendants; 4) Defendants had absolute control over Plaintiff's hours of work, they provided Plaintiff with his work schedule and assigned his duties and tasks. Due to the nature of the business, Defendants closely monitored Plaintiff; 5) Plaintiff did not have any discretion to perform his work assignments or authority to refuse them; 4) The work performed by Plaintiff was an integral part of the Defendants' business; 5) Plaintiff performed his work entirely at the Defendants' customers facilities, exclusively for Defendants' customers and used Defendants' equipment and supplies; 6) Plaintiff never used any discretion, he just followed pre-established procedures; 7) Plaintiff was required to use uniform.
11. By reason of the foregoing, Plaintiff ORLANDO SUAREZ was an employee of S1 SECURITY GROUP, within the meaning of 29 U.S.C. § 203(e)(1). Defendants were the employers of Plaintiff within the meaning of 29 U.S.C. § 203 (d), and they were required to comply with the mandates of the FLSA, as it applied to Plaintiff and other similarly situated individuals.
12. Plaintiff was a full-time hourly employee working more than 40 hours every week, and during his employment he had a wage rate of \$8.05, \$8.55 and \$9.00 an hour.

13. Plaintiff worked as a security guard at different locations, but he reported every day to Defendants' offices located at 1645 NW 79 Avenue, Miami, FL 33126. Plaintiff had a very irregular schedule. Plaintiff worked 5 or 6 days per week, usually he worked on Mondays and Tuesdays from 6:00 AM to 6:00 PM (12 hours each day); on Thursdays from 2:00 PM to 10:00 PM (8 hours); On Saturdays and Sundays to from 6:00 AM to 6:00 PM (12 hours daily). Plaintiff completed a minimum of 56 working hours in a week period. When Plaintiff worked 6 days, he worked more than 56 hours per week. Plaintiff did not take any bona fide lunch periods.
14. During Plaintiff's employment time, he always worked more than 40 hours every week period. Nevertheless, Plaintiff never was properly compensated for overtime hours worked.
15. Plaintiff was paid always for all his hours, but at his regular rate, Plaintiff is owed half-time for every hour that he worked in excess of 40.
16. Therefore, during the relevant period of time Defendants misclassified Plaintiff and failed to pay him overtime wages at the rate of time and one-half his regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
17. Plaintiff signed time sheets and Defendants were able to track the real number of hours worked by Plaintiff, and other individual similarly situated. Thus, Defendant willfully failed to pay Plaintiff for overtime hours every week.
18. Plaintiff was paid bi-weekly with checks and paystubs without any information about days and hours worked, wage rate paid, employment taxes withheld etc.
19. Plaintiff is not in possession of time records, but he is offering a good faith estimated of unpaid half-time hours, based on a week with 5 days/56 working hours.

20. Plaintiff never was in agreement with the rate paid to him for overtime hours and complained multiple times to his supervisors and to the office personnel.
21. On or about March 30, 2018, Plaintiff complained with the secretary Grisell (LNU), and requested to be paid for his accumulated half-time overtime. The secretary answered that the company did not pay overtime, but she was going to inform the owner ROLANDO E. PALMA about his complaint.
22. On or about May 6, 2018 the owner of the business ROLANDO E. PALMA fired Plaintiff using a pretextual reason. A few days later, Plaintiff went to pick up his last check, but Defendants refused to pay Plaintiff for his las 2 days of work, or the amount of \$216.00 (12 hours x 2 days=24 hours x \$9.00=\$216.00).
23. Plaintiff ORLANDO SUAREZ seeks to recover regular wages, half-time overtime hours, retaliatory damages and any other relief as allowable by law.
24. The additional persons who may become Plaintiffs in this action are employees and/or former employees of Defendants who are and who were misclassified and were subject to the unlawful payroll practices and procedures of Defendants 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

25. Plaintiff ORLANDO SUAREZ re-adopts each and every factual allegation as stated in paragraphs 1-24 above as if set out in full herein.
26. This cause of action is brought by Plaintiff ORLANDO SUAREZ 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 May 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."

27. Defendant S1 SECURITY GROUP 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). The Defendant provides security services and, through its business activity, affects interstate commerce. Defendant has more than two employees recurrently engaged in commerce or in the production of goods or services for commerce by regularly and 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 times material hereto in excess of \$500,000 per annum. By reason of the foregoing, Defendant's business activities involve those to which the Fair Labor Standards Act applies. Therefore, there is FLSA enterprise coverage.

28. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Particularly, Plaintiff was a security employee, and through his daily activities, Plaintiff provided security services to enterprises engaged in interstate commerce. Therefore, there is FLSA individual coverage.

29. Defendant S1 SECURITY GROUP employed Plaintiff ORLANDO SUAREZ as a non-exempt security employee, approximately from August 31, 2015 to May 6, 2018 or 140

weeks. However, for FLSA purposes the relevant employment period is 126 weeks, as per Plaintiff's recollections, he did not work overtime hours approximately the last 13 weeks of employment.

30. During his time of employment with Defendants, Plaintiff was misclassified as an independent contractor. Nevertheless, Plaintiff ORLANDO SUAREZ was an employee of S1 SECURITY GROUP, within the meaning of 29 U.S.C. § 203(e)(1). Defendants were the employers of Plaintiff within the meaning of 29 U.S.C. § 203 (d), and they were required to comply with the mandates of the FLSA, as it applied to Plaintiff and other similarly situated individuals.
31. Plaintiff was a full-time hourly employee working more than 40 hours every week, and during his employment he had a wage rate of \$8.05, \$8.55 and \$9.00 an hour.
32. Plaintiff worked as a security guard at different locations, but he reported every day to Defendants' offices located at 1645 NW 79 Avenue, Miami, Fl 33126. Plaintiff had a very irregular schedule. Plaintiff worked 5 or 6 days per week, usually he worked on Mondays and Tuesdays from 6:00 AM to 6:00 PM (12 hours each day); on Thursdays from 2:00 PM to 10:00 PM (8 hours); On Saturdays and Sundays to from 6:00 AM to 6:00 PM (12 hours daily). Plaintiff completed a minimum of 56 working hours in a week period. When Plaintiff worked 6 days, he worked more than 56 hours per week. Plaintiff did not take any bona fide lunch periods.
33. During Plaintiff's employment time, he always worked more than 40 hours every week period. Nevertheless, Plaintiff never was properly compensated for overtime hours worked.
34. Plaintiff was paid always for all his hours, but at his regular rate, Plaintiff is owed half-time for every hour that he worked in excess of 40.

35. Therefore, during the relevant period of time Defendants misclassified Plaintiff and failed to pay him overtime wages at the rate of time and one-half his regular rate for every hour that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).
36. Plaintiff signed time sheets and Defendants were able to track the real number of hours worked by Plaintiff, and other individual similarly situated. Thus, Defendant willfully failed to pay Plaintiff for overtime hours every week.
37. Plaintiff was paid bi-weekly with checks and paystubs without any information about days and hours worked, wage rate paid, employment taxes withheld etc.
38. Plaintiff is not in possession of time records, but he is offering a good faith estimated of unpaid half-time hours, based on a week with 5 days/56 working hours.
39. 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.
40. Defendant violated the record keeping requirements of FLSA, 29 CFR Part 516.
41. Defendant never posted 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.
42. 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 half-time overtime wages is as follows:

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

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

Eight Thousand Four Hundred Ninety-Six Dollars and 00/100 (\$8,496.00)

b. Calculation of such wages:

Total Time of Employment: 140 weeks
Relevant weeks of employment: 126 weeks

1.- Calculations for O/T, period from August 31, 2015 to August 31, 2016= 52 weeks, paid @ \$8.05 an hour

Total number of relevant weeks: 52 weeks
Total number of hours worked: 56 hours weekly
Total number or paid hours: 56 hours paid at \$8.05
Total number of overtime hours: 16 O/T hours
Regular rate: $\$8.05 \times 1.5 = \12.07 O/T rate- $\$8.05$ O/T rate paid= $\$4.02$ half-time

O/T half-time rate $\$4.02 \times 16$ O/T hours= $\$64.32$ weekly $\times 52$ weeks= $\$3,344.64$

2.- Calculation for O/T, period from September 01, 2016 to July 31, 2017= 48 weeks, paid @ \$8.55 an hour

Total number of relevant weeks: 48 weeks
Total number of hours worked: 56 hours weekly
Total number or paid hours: 56 hours paid at \$8.55
Total number of overtime hours: 16 O/T hours
Regular rate: $\$8.55 \times 1.5 = \12.82 O/T rate- $\$8.55$ O/T rate paid= $\$4.27$ half-time

O/T half-time rate $\$4.27 \times 16$ O/T hours= $\$68.32$ weekly $\times 48$ weeks= $\$3,279.36$

3.- Calculation for O/T, period from August 01, 2017 to January 31, 2018=26 weeks, paid @ \$9.00 an hour

Total number of relevant weeks: 26 weeks
Total number of hours worked: 56 hours weekly
Total number or paid hours: 56 hours paid at \$9.00
Total number of overtime hours: 16 O/T hours
Regular rate: $\$9.00 \times 1.5 = \13.50 O/T rate- $\$9.00$ O/T rate paid= $\$4.50$ half-time

O/T half-time rate $\$4.50 \times 16$ O/T hours= $\$72.00$ weekly $\times 26$ weeks= $\$1,872.00$

Total Overtime #1, #2, and #3 = \$8,496.00

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

This amount represents unpaid overtime wages.

43. 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.
44. 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.
45. At the times mentioned, individual Defendant ROLANDO E. PALMA was the owner/president and manager of S1 SECURITY GROUP. Defendant ROLANDO E. PALMA was the employer of Plaintiff and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)], in that this individual Defendant acted directly in the interests of S1 SECURITY GROUP in relation to its employees, including Plaintiff and others similarly situated. Defendant ROLANDO E. PALMA had financial and operational control of the corporation, determined terms and working conditions of Plaintiff and other similarly situated employees, and is jointly liable for Plaintiff's damages.
46. Defendants S1 SECURITY GROUP and ROLANDO E. PALMA 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.

47. 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 ORLANDO SUAREZ and other similarly-situated individuals and against the Defendants S1 SECURITY GROUP and ROLANDO E. PALMA, on the basis of Defendants willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; and
- B. Award Plaintiff ORLANDO SUAREZ 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 ORLANDO SUAREZ demands trial by jury of all issues triable as of right by jury.

COUNT II:
FEDERAL STATUTORY VIOLATION PURSUANT TO 29 U.S.C. 215 (a)(3)
RETALIATION; AGAINST ALL DEFENDANTS

48. Plaintiff ORLANDO SUAREZ re-adopts each and every factual allegation as stated in paragraphs 1-24 of this complaint as if set out in full herein.
49. Defendant S1 SECURITY GROUP 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). Upon information and belief, the annual gross revenue of the Employers/Defendants was at all times material hereto in excess of \$500,000 per annum. By reason of the foregoing, Defendant's business activities involve those to which the Fair Labor Standards Act applies. Therefore there is FLSA enterprise coverage.
50. Plaintiff and those similarly-situated were employed by an enterprise engage in interstate commerce. Particularly, Plaintiff was a security employee, and through his daily activities, Plaintiff provided security services to enterprises engaged in interstate commerce.
51. 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..."
52. 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,....."
53. Defendant S1 SECURITY GROUP employed Plaintiff ORLANDO SUAREZ as a non-exempt security employee, approximately from August 31, 2015 to May 6, 2018 or 140 weeks. However, for FLSA purposes the relevant employment period is 126 weeks, as per

Plaintiff's recollections, he did not work overtime hours approximately the last 13 weeks of employment.

54. During his time of employment with Defendants, Plaintiff was misclassified as an independent contractor. However, Plaintiff ORLANDO SUAREZ was an employee of S1 SECURITY GROUP, within the meaning of 29 U.S.C. § 203(e)(1). Defendants were the employers of Plaintiff within the meaning of 29 U.S.C. § 203 (d), and they were required to comply with the mandates of the FLSA, as it applied to Plaintiff and other similarly situated individuals.

55. Plaintiff was a full-time hourly employee working more than 40 hours every week, and during his employment he had a wage rate of \$8.05, \$8.55 and \$9.00 an hour.

56. Plaintiff had a very irregular schedule. Plaintiff worked 5 or 6 days per week, usually he worked on Mondays and Tuesdays from 6:00 AM to 6:00 PM (12 hours each day); on Thursdays from 2:00 PM to 10:00 PM (8 hours); On Saturdays and Sundays to from 6:00 AM to 6:00 PM (12 hours daily). Plaintiff completed a minimum of 56 working hours in a week period. When Plaintiff worked 6 days, he worked more than 56 hours per week. Plaintiff did not take any bona fide lunch periods.

57. During Plaintiff's employment time, he always worked more than 40 hours every week period. Nevertheless, Plaintiff never was properly compensated for overtime hours worked.

58. Plaintiff was paid always for all his hours, but at his regular rate, Plaintiff is owed half-time for every hour that he worked in excess of 40.

59. Therefore, during the relevant period of time Defendants misclassified Plaintiff and failed to pay him overtime wages at the rate of time and one-half his regular rate for every hour

that he worked in excess of forty (40), in violation of Section 7 (a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(a)(1)).

60. Plaintiff signed time sheets and Defendants were able to track the real number of hours worked by Plaintiff, and other individual similarly situated. Thus, Defendant willfully failed to pay Plaintiff for overtime hours every week.

61. Plaintiff was paid bi-weekly with checks and paystubs without any information about days and hours worked, wage rate paid, employment taxes withheld etc.

62. Plaintiff never was in agreement with the rate paid to him for overtime hours and complained multiple times to his supervisors and to the office personnel.

63. Every time Plaintiff complained and requested to be paid his regular wages and for overtime hours at the rate of time and a half his regular rate, he was exercising his protected rights under the Fair Labor Standards Act.

64. On or about March 30, 2018, Plaintiff complained with the secretary Grisell (LNU), and requested to be paid for his accumulated half-time overtime. The secretary answered that the company did not pay overtime, but she was going to inform the owner ROLANDO E. PALMA about his complaint.

65. This complaint constituted protected activity under 29 U.S.C. 215(a)(3)

66. As a result of Plaintiff's complains, on or about May 6, 2018 the owner of the business ROLANDO E. PALMA fired Plaintiff using a pretextual reason. A few days later, Plaintiff went to pick up his last check, but Defendants refused to pay Plaintiff for his las 2 days of work, or the amount of \$216.00 (12 hours x 2 days=24 hours x \$9.00=\$216.00).

67. 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.
68. The termination of Plaintiff ORLANDO SUAREZ by the Defendants was directly and proximately caused by Defendant's unjustified retaliation against Plaintiff because of his complaints about overtime payment, in violation of Federal Law.
69. Moreover, Plaintiff's termination came just in temporal proximity after Plaintiff's participation in protected activity.
70. At the times mentioned, individual Defendant ROLANDO E. PALMA were the owner/director and manager of S1 SECURITY GROUP. Defendant ROLANDO E. PALMA was the employer of Plaintiff and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)], in that this individual Defendant acted directly in the interests of S1 SECURITY GROUP in relation to its employees, including Plaintiff and others similarly situated. Defendant ROLANDO E. PALMA had financial and operational control of the corporation, determined terms and working conditions of Plaintiff and other similarly situated employees, and is jointly liable for Plaintiff's damages.
71. Defendants S1 SECURITY GROUP and ROLANDO E. PALMA willfully and maliciously retaliated against Plaintiff ORLANDO SUAREZ by engaging in a retaliatory action that was 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).
72. The motivating factor which caused Plaintiff ORLANDO SUAREZ to be fired from the business, as described above was his complaint seeking half-time overtime wages from the

Defendants. In other words, Plaintiff would not have been fired, but for his complains for overtime wages.

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

74. Plaintiff ORLANDO SUAREZ 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 ORLANDO SUAREZ respectfully requests that this Honorable Court:

- A. Enter judgment declaring that the firing of Plaintiff ORLANDO SUAREZ by Defendants S1 SECURITY GROUP and ROLANDO E. PALMA was an unlawful act of retaliation in violation of 29 U.S.C. 215 (a) (3).
- B. Enter judgment against Defendants S1 SECURITY GROUP and ROLANDO E. PALMA awarding Plaintiff ORLANDO SUAREZ 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 ORLANDO SUAREZ demands trial by jury of all issues triable as of right by jury.

Dated: May 27, 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
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Attorney for Plaintiff

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

I. (a) PLAINTIFFS ORLANDO SUAREZ **DEFENDANTS** S1 SECURITY GROUP INC, and ROLANDO E. PALMA

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Attorneys (If Known)

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

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	<input type="checkbox"/> 1 Citizen of This State	<input type="checkbox"/> 1 PTF	<input type="checkbox"/> 1 DEF	<input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 PTF	<input type="checkbox"/> 4 DEF
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<input type="checkbox"/> 2 Citizen of Another State	<input type="checkbox"/> 2 PTF	<input type="checkbox"/> 2 DEF	<input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 PTF	<input type="checkbox"/> 5 DEF
		<input type="checkbox"/> 3 Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 PTF	<input type="checkbox"/> 3 DEF	<input type="checkbox"/> 3 Foreign Nation	<input type="checkbox"/> 6 PTF	<input type="checkbox"/> 6 DEF

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<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"/> 315 Airplane 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"/> 320 Assault, Libel & Slander		PROPERTY RIGHTS	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine		<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability		<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	LABOR	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input checked="" type="checkbox"/> 710 Fair Labor Standards Act	SOCIAL SECURITY	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 890 Other Statutory Actions
		<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
REAL PROPERTY	CIVIL RIGHTS			<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	IMMIGRATION	FEDERAL TAX SUITS	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 465 Other Immigration Actions	<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"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations			<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 444 Amer. w/Disabilities - Employment			
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other			
	<input type="checkbox"/> 448 Education			
	PRISONER PETITIONS			
	Habeas Corpus:			
	<input type="checkbox"/> 463 Alien Detainee			
	<input type="checkbox"/> 510 Motions to Vacate Sentence			
	Other:			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Condition			
	<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Re-filed (See VI below)	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation Transfer	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File	<input type="checkbox"/> 9 Reremanded from Appellate Court
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VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE: **DOCKET NUMBER:**

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 29 U.S.C

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
DATE: May 28, 2018 SIGNATURE OF ATTORNEY OF RECORD: Zandro E. Palma, Esq.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [SI Security Group Hit with Worker Misclassification Lawsuit](#)
