

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION**

**CASE NO:**

ALEXANDER WHEAT, and  
all others similarly situated under  
*29 U.S.C. 216(b)*,

Plaintiff(s),

v.

EYERIDE, LLC, a Florida limited liability  
company, MITECH TECHNOLOGY LLC,  
a Florida limited liability company,  
DAFNA a/k/a “DAPHNIE” LOW, individually,  
and MICHAEL WIEGLER, individually,

Defendants.

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**COMPLAINT**

Plaintiff, ALEXANDER WHEAT (“Plaintiff”), pursuant to *29 U.S.C. § 216(b)*, files the following Complaint against Defendants, EYERIDE, LLC (“EYERIDE”) MITECH TECHNOLOGY LLC (“MITECH”) DAFNA a/k/a “DAPHNIE” LOW (“LOW”) individually, and MICHAEL WIEGLER (“WIEGLER”) individually (collectively referred to hereinafter as “Defendants”), on behalf of himself, and all others similarly situated, and alleges:

**INTRODUCTION**

1. This is an action arising under the Fair Labor Standards Act (“FLSA”) pursuant to *29 U.S.C. §§ 201-216*, to seek redress of Defendants’ violations of the FLSA and the subsequent retaliation taken against this Plaintiff, and all other employees similarly situated, during the course of their employment.

**PARTIES**

2. During all times material hereto, Plaintiff was a resident of Miami-Dade County, Florida, over the age of 18 years, and otherwise *sui juris*.
3. Defendant, EYERIDE, is a Florida limited liability company, founded in 2013, and authorized to do business in the State of Florida, with a principal place of business at 4739 Orange Drive, in Davie, Florida, 33314, within the jurisdiction of this Honorable Court.<sup>1</sup> EYERIDE also maintains and operates a secondary location at 2520 SW 30<sup>th</sup> Ave. Hallandale, Florida 33009, within the jurisdiction of this Honorable Court.
4. During all times material hereto, Defendant, LOW, was over the age of 18 years, managing member and operator of EYERIDE, and was vested with the authority to hire, fire, and discipline, any and all EYERIDE employees, including Plaintiff. Furthermore, during all times material hereto, Defendant, LOW, determined and administered the payroll practices for EYERIDE, including the issuance of paychecks for Plaintiff and all similarly situated employees.
5. During all times material hereto, Defendant, LOW, also exercised day-to-day control over the operations of Defendant, MITECH, including the signing of employee paychecks and determining company payroll practices.
6. Defendant, MITECH, is a Florida limited liability company, founded in 2005, and authorized to do business in the State of Florida, with a principal place of business at 4737 Orange Drive, in Davie, Florida, 33314, within the jurisdiction of this Honorable Court. On information and belief, MITECH also maintains and operates a secondary location at

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<sup>1</sup> On information and belief, within its Articles of Organization, EYERIDE lists its purpose as providing “mobile surveillance systems.”

2520 SW 30<sup>th</sup> Ave. Hallandale, Florida 33009, within the jurisdiction of this Honorable Court.

7. During all times material hereto, Defendant, WIEGLER, was over the age of 18 years, managing member and operator of MITECH, and was vested with the authority to hire, fire, and discipline, any and all MITECH employees, including Plaintiff. Furthermore, during all times material hereto, Defendant, WIEGLER, determined and administered the payroll practices for MITECH, including the issuance of paychecks for Plaintiff and all similarly situated employees.
8. During all times material hereto, Defendant, WIEGLER, also exercised day-to-day control over the operations of Defendant, EYERIDE, including the signing employee paychecks and determining company payroll practices.
9. Defendant, EYERIDE, was Plaintiff's joint employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein.<sup>2</sup> EYERIDE supervised Plaintiff, determined company payroll decisions, and maintained the right to hire and fire Plaintiff during all pertinent times hereto.
10. Defendant, LOW, was Plaintiff's joint employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein. LOW supervised Plaintiff, determined company payroll decisions, and maintained the right to hire and fire Plaintiff during all pertinent times hereto.
11. Defendant, MITECH, was Plaintiff's joint employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein. MITECH supervised Plaintiff,

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<sup>2</sup> See, e.g., Antenor v. D&S Farms, 88 F.3d 925, 929 (11<sup>th</sup> Cir. 1996) citing 29 C.F.R. 500.20(h)(4)(l).

determined company payroll decisions, and maintained the right to hire and fire Plaintiff during all pertinent times hereto.

12. Defendant, WIEGLER, was Plaintiff's joint employer, as defined by *29 U.S.C. § 203(d)*, during all times pertinent to the allegations herein. WIEGLER supervised Plaintiff, determined company payroll decisions and policies, and maintained the right to hire and fire Plaintiff during all pertinent times hereto.

13. During all times pertinent hereto, Plaintiff was dependent upon Defendants, EYERIDE, MITECH, LOW, and WIEGLER, for his employment, as these Defendants collectively supervised, directed, and controlled Plaintiff's day-to-day responsibilities, and used Plaintiff's work in furtherance of their business objectives.

#### **JURISDICTION AND VENUE**

14. All acts and omissions giving rise to this dispute took place within Broward County, Florida, within the jurisdiction of this Honorable Court.

15. Jurisdiction is proper within the Southern District of Florida pursuant to *29 U.S.C. § 216(b)* and *28 U.S.C. §§ 1331 and 1337*.

16. Supplemental jurisdiction over state claims arising under the Florida Whistleblower Act are also properly before this Court pursuant to *28 U.S.C. § 1367*.

17. Venue is proper within the Southern District of Florida pursuant to *29 U.S.C. § 216(b)* and *28 U.S.C. § 1391(b)*.

#### **GENERAL ALLEGATIONS**

18. Plaintiff is a consultant with over fifteen (15) years of experience in the areas of sales, venture capital, corporate governance, risk, and compliance with state and federal laws.

19. Defendant, EYERIDE, is a technological start-up company that offers customers management and surveillance services for fleet and transportation operations for large scale organizations and small companies throughout the United States, and was founded by Defendant, LOW.
20. Defendant, MITECH, is also a technological start-up company that offers customers substantially similar management and surveillance services for fleet and transportation operations for large scale organizations and small companies throughout the United States, and was founded by Defendant, WIEGLER.
21. On information and belief, Defendants, LOW and WIEGLER are husband and wife.

**FLSA Coverage**

22. During all times material hereto, EYERIDE was covered under the FLSA through enterprise coverage, as EYERIDE was engaged in interstate commerce during all time periods in which Plaintiff, and all similarly situated individuals, were employed. More specifically, during all times material hereto, EYERIDE employed at least two (2) or more employees who regularly handled goods and/or materials on a constant and/or continuous basis that traveled across state lines, including, but not limited to the following: cellular telephones, computer equipment, facial scanners, paper goods, office supplies, pens, office chairs, printers, and other office materials.
23. During all times material hereto, MITECH was covered under the FLSA through enterprise coverage, as MITECH was engaged in interstate commerce during all time periods in which Plaintiff, and all similarly situated individuals, were employed. More specifically, during all times material hereto, EYERIDE employed at least two (2) or more employees who regularly handled goods and/or materials on a constant and/or continuous basis that

traveled across state lines, including, but not limited to the following: cellular telephones, computer equipment, facial scanners, paper goods, office supplies, pens, office chairs, printers, and other office materials.

24. Plaintiff's work for all Defendants was actually in or so closely related to the movement of commerce while he worked for Defendants that Plaintiff is covered under the FLSA through individual coverage, as Plaintiff regularly and recurrently used the instrumentalities of interstate commerce. More specifically, Plaintiff regularly performed functions with clients across state lines utilizing telephones, computers, machinery, materials, and supplies. During all times pertinent to his employment, Plaintiff was required to make calls to at least one hundred (100) current or potential clients, a substantial number of which were located outside of the State of Florida.

25. Upon information and belief, Defendant, EYERIDE, grossed or did business in excess of \$500,000.00 during the years of 2015, 2016, 2017, and on information and belief, is expected to gross in excess of \$500,000.00 in 2018.

26. Upon information and belief, Defendant, MITECH, grossed or did business in excess of \$500,000.00 during the years of 2015, 2016, 2017, and on information and belief, is expected to gross in excess of \$500,000.00 in 2018.

**Joint Enterprise Coverage**

27. During all times material hereto, Defendants EYERIDE and MITECH performed substantially related activities, as both corporate entities focused their operation on providing solutions to fleet management surveillance operations by offering technological products to their customers, including commercial truck and bus DVR camera surveillance systems, GPS tracking devices and accessories.

28. During all times material hereto, Defendants EYERIDE and MITECH shared the exact same phone number, 954-775-1210, and Defendants EYERIDE and MITECH shared the exact same physical location in Hallandale, Florida, and employed the exact same employees.
29. Notwithstanding that the State of Florida Division of Corporation reflects that EYERIDE's Articles of Organization were first filed in 2013, the website [www.eyerideonline.com](http://www.eyerideonline.com) states that Defendant, EYERIDE, was "Founded in 2005" – the same year in which Defendant, MITECH was founded. *See Screenshot of [www.eyerideonline.com](http://www.eyerideonline.com) attached hereto as Exhibit "A."*
30. Defendants, EYERIDE and MITECH used unified operation and/or common control to effectuate the business needs and goals of each respective entity. More specifically, Defendants LOW and WIEGLER were both officers and owners of Defendants EYERIDE and MITECH, and both of these individual Defendants commonly controlled the day-to-day operations of the corporate Defendants and shared a joint interest in making profits through the operation of both of these corporate entities.
31. Defendants, EYERIDE and MITECH shared a common physical business address and operated out of the very exact same location in Hallandale, Florida, and shared the same employees during the relevant time period, including Plaintiff.<sup>3</sup>
32. Moreover, Defendants, EYERIDE and MITECH were engaged in offering substantially the same or similar services and products to their customers.

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<sup>3</sup> According to the State of Florida Division of Corporations, each respective corporate Defendant lists its principal place of business right next to each other in Davie, Florida.

33. Defendants, EYERIDE and MITECH further established their intent to operate through unified common control by having MITECH compensate EYERIDE employees through the MITECH payroll system, regularly and recurrently writing checks (signed by LOW or WIEGLER) issued from MITECH operating accounts, payable to the order of EYERIDE employees, including Plaintiff, or otherwise wiring or submitting direct deposits of funds from the MITECH banking accounts to EYERIDE employees.
34. Defendants, EYERIDE and MITECH also shared a common business purpose during all times material to the claims alleged herein.
35. Defendant, EYERIDE relied upon and implemented engineering software developed by MITECH. As of the date of this filing, the website [www.mitechtechnology.com/#about](http://www.mitechtechnology.com/#about) prominently displays EYERIDE logos and even states that “The EyeRide mobile video recorder offers real time video and audio streaming and real time GPS updates – a premier ‘all-in-one’ fleet management solution and all-around performer when it comes to utilizing technology to reduce costs, improve operational effectiveness and increase worker productivity.”
36. Furthermore, as of the date of this filing, the website [www.eyerideonline.com/careers/9](http://www.eyerideonline.com/careers/9) lists a job description for an available position with EYERIDE, but refers applicants to Defendant, MITECH, and its website [www.mitechtechnology.com](http://www.mitechtechnology.com). *See Screenshot of [www.eyerideonline.com/careers/9](http://www.eyerideonline.com/careers/9) Attached Hereto as Exhibit “B.”* The corporate Defendants post these job listings in furtherance of their desire to share and effectuate their common business purpose of developing and disseminating these technological products.



37. Upon further information and belief, the gross revenue of Defendants, MITECH and EYERIDE, was collectively in excess of \$500,000.00 in 2015, 2016, 2017, and are expected to collectively gross in excess of \$500,000.00 in 2018.

**Plaintiff's Work for Defendants**

38. On or about March 4, 2018, Plaintiff applied to a job posting for an "Inside Sales Manager" position listed by EYERIDE on the website [www.linkedin.com](http://www.linkedin.com).

39. After submitting his resume for this position, Plaintiff communicated with EYERIDE and MITECH's administrative manager, Orly (l/k/u), who coordinated Plaintiff's follow-up communications with Defendants, LOW and WIEGLER regarding his potential employment.

40. Less than two (2) weeks after Plaintiff applied for the position, Defendant, WIEGLER, hired Plaintiff.

41. Defendant, WIEGLER, sent Plaintiff an offer letter (on behalf of EYERIDE) which set forth proposed terms of Plaintiff's employment with EYERIDE.

42. This offer letter, dated March 16, 2018, was signed by Defendant, WIEGLER.

43. The offer letter dated March 16, 2018, offered Plaintiff an annual salary of \$75,000.00.

44. Plaintiff signed and returned the offer letter that very same day, and began working for Defendants, EYERIDE, MITECH, LOW, and WIEGLER on March 19, 2018.

45. Pursuant to discussions that occurred prior to Plaintiff's first day of work with Defendants, LOW and WIEGLER advised Plaintiff that they intended to treat him as an exempt employee, but none of these Defendants ever specified which category of exemption covered Plaintiff's duties and responsibilities under the FLSA.

**Plaintiff's Actual Day-to-Day Work Schedule and Pay Structure**

46. Notwithstanding Defendants' claim that Plaintiff was an exempt employee under the FLSA, Defendants actually treated Plaintiff, and all similarly situated employees, as **non-exempt** "hourly employees" on a daily basis.
47. Defendants demanded that Plaintiff record the hours he worked each day by "clocking-in" and "clocking-out" each day on the property, using a facial recognition scanner.
48. Defendants also demanded that Plaintiff and other employees "clock out" whenever using the restroom or taking break.
49. Defendants refused to allow Plaintiff, and similarly situated employees, into the building each morning until they wanted him to "clock in." Instead, Plaintiff and similarly situated employees were required to wait at-length outside of the building until Defendants decided they could "clock-in."
50. During Plaintiff's first week of employment, Plaintiff accurately wrote down his hours as instructed by Defendants, because Plaintiff did not yet have access to the facial recognition scanners.
51. But when Plaintiff turned these records into Defendants, the Defendants manipulated and underreported the hours into the computers.
52. On April 6, 2018, Defendants' administrative manager, Orly, advised Plaintiff that he now must use the facial recognition scanner to "clock in" and "clock out" of work each day in order to be properly paid.
53. Confused by these policies and requirements, Plaintiff advised Orly that Defendants had made him a salaried exempt employee, which entitles him under the FLSA to receive his weekly salary regardless of the number of hours worked.

54. Plaintiff then asked Orly why he was required to “clock in” and “clock out” if Defendants were treating him as a salaried exempt employee, and Orly’s only response to Plaintiff was that she could not answer “technical questions.”
55. At the end of each work week, Defendants made deductions of wages from Plaintiff’s salary depending on the actual hours reflected their inaccurate records.
56. During Plaintiff’s first pay period, when his paycheck arrived, Defendants had deducted wages from Plaintiff’s pre-determined weekly salary rate, based solely upon the inaccurate records manipulated by Defendants relative to the number of hours Plaintiff had worked in the week. Defendants incorrectly claim that they were entitled to make such deductions from Plaintiff’s pre-determined salary.
57. Plaintiff finally addressed this very confusing behavior.

**Plaintiff Complains of Wage Violations to Defendants**

58. On April 12, 2018, just twenty-five (25) days after starting his work for Defendants, Plaintiff sent a very detailed e-mail to Defendant, LOW, in which he complains that Defendants, EYERIDE, MITECH, LOW, and WIEGLER, were all in violation of the Fair Labor Standards Act (“FLSA”).
59. Within his e-mail to Defendant, LOW, dated April 12, 2018, and timestamped at 11:48 a.m., Plaintiff cites *29 C.F.R. § 541* and specifically provides Defendants with the following guidance from the United States Department of Labor concerning the deduction of wages from salaried employees:

Compensation Requirements Deductions: in addition to meeting certain duties tests, to qualify for exemption under the Regulations, Part 541, generally an employee must be paid at a rate of not less than \$455 per week on a salary basis. As a general rule, if the exempt employee performs any work during the workweek, he or she must be paid the full salary amount. An employer may not make

deductions from an exempt employee's pay for absences caused by the employer or by the operating requirements of the business. If the exempt employee is ready, willing and able to work, an employer cannot make deductions from the exempt employee's pay when no work is available.

60. After receiving Plaintiff's e-mail, Defendant, LOW, advised her husband, Defendant, WIEGLER, of the contents of Plaintiff's e-mail complaining of the Defendants' payroll policies and alleging them to be in violation of federal law.

61. Within fifteen (15) minutes of sending his e-mail to Defendant, LOW, the Plaintiff received a phone call from Defendant, WIEGLER, in which WIEGLER abruptly fired Plaintiff and screamed: "GET THE FUCK OUT!!! GET YOUR SHIT AND GET OUT OF HERE!!!"

62. Immediately after being fired by Defendant, WIEGLER, Plaintiff sent Defendants, WIEGLER and LOW, the following e-mail timestamped at 12:03 p.m.:

Michael,

I am very disappointed that when I brought to your attention the violations to FLSA/Federal employment law, your choice was to tell me to "get the f%Y\$ out."

These problems could have easily been addressed and corrected. As of right now, EYERIDE'S payroll is not in compliance. Do not destroy any of the timesheet logs as that guarantees that a court will find it.

Firing me for bringing FLSA compliance issues pertaining to me and the company.

63. Based upon the foregoing, Defendant, WIEGLER, fired Plaintiff in retaliation for submitting his complaint of FLSA violations to his joint employers.

64. The temporal proximity of Plaintiff's termination in relation to when he submitted his complaint of FLSA violations demonstrates direct causation.

65. Plaintiff was otherwise qualified to perform his position, and indeed made attempts to assist Defendants with complying with federal wage laws, and Defendants have no lawful non-retaliatory reason for Plaintiff's termination, other than the fact that he had the audacity to properly inform them of the requirements under federal law.
66. As a direct result of Defendants' intentional and willful violations of the FLSA, Plaintiff has retained the undersigned counsel to exercise his lawful rights and is therefore entitled to recover reasonable attorney's fees under the FLSA.

**COUNT I – FEDERAL OVERTIME WAGE VIOLATIONS – 29 U.S.C. § 207**  
**(Against All Defendants)**

67. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 66, as though set forth fully herein.
68. Plaintiff alleges this action pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b).
69. Based upon the foregoing allegations, Defendants willfully and intentionally violated the FLSA or were otherwise reckless and/or indifferent as to their compliance with federal law.
70. Defendants failed to ever demonstrate that Plaintiff was vested with any authority whatsoever in his actual day-to-day duties such that he could be an exempt employee under the FLSA.
71. Under the FLSA, pursuant to 29 C.F.R. § 541.602:

An employee will be considered to be paid on a "salary basis" within the meaning of these regulations if the employee regularly receives each pay period on a weekly, or less frequent basis, a predetermined amount constituting all or part of the employee's compensation, which amount is not subject to reduction because of variations in the quality or quantity of the work performed... If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

*29 C.F.R. § 541.602(a).*

72. Furthermore, the Code of Federal Regulations provide that:

An employer who makes improper deductions from salary shall lose the exemption if the facts demonstrate that the employer did not intend to pay employees on a salary basis. An actual practice of making improper deductions demonstrates that the employer did not intend to pay employees on a salary basis.

*29 C.F.R. § 541.603(a).*

73. Regulations pertinent to the FLSA also state the following:

If the facts demonstrate that the employer has an actual practice of making improper deductions, the exemption is lost during the time period in which the improper deductions were made for employees in the same job classification working for the same managers responsible for the actual improper deductions.

*29 C.F.R. § 541.603(b).*

74. During all time periods alleged herein, Defendants unlawfully made deductions from Plaintiff's annual salary of \$75,000.00, and as of the date of this filing, Defendants have expressly failed to reimburse Plaintiff for such improper deductions pursuant to *29 C.F.R. § 541.603(c)*.

75. Accordingly, Defendants are prohibited from invoking any exemption from the overtime provisions under the FLSA.

76. Defendants further violated the FLSA by improperly calculating and underreporting Plaintiff's hours, and by failing to pay Plaintiff one-and-a-half times his regular hourly rate for all hours worked in excess of forty (40) per week.

77. During all time periods alleged herein, Plaintiff regularly worked in excess of forty (40) hours per week, and any time records produced by Defendants do not accurately reflect the hours that Plaintiff actually worked.

78. To the extent that Defendants underreported Plaintiff's hours, Plaintiff's regular hourly rate is determined by dividing his annual salary (\$75,000.00) by fifty-two (52) weeks which yields his weekly salary (\$1,442.30), which, in turn, is divided by the forty (40) hours Defendants apparently intended it to cover, therefore yielding \$36.06 as Plaintiff's regular hourly rate.

79. Accordingly, Plaintiff is entitled to: (i) time-and-a-half overtime pay for all hours worked in excess of forty (40) per week at a rate of \$54.08 per hour; and (ii) liquidated damages pursuant to the FLSA.

80. Plaintiff seeks recovery of damages as referenced above and further seeks interest, costs, and attorneys' fees pursuant to *29 U.S.C. § 216(b)*.

WHEREFORE, Plaintiff, ALEXANDER WHEAT, respectfully requests that this Honorable Court enter judgment in his favor and against Defendants, EYERIDE, LLC, MITECH TECHNOLOGY LLC, DAFNA a/k/a "DAPHNIE" LOW, and MICHAEL RIEGLER, and award Plaintiff: (a) double damages for overtime pay under the Fair Labor Standards Act to be paid by the Defendants, jointly and severally; (b) all reasonable attorney's fees and litigation costs as permitted under the FLSA; and any and all such further relief as this Court may deem just and equitable under the circumstances.

**COUNT II – RETALIATORY DISCHARGE IN VIOLATION OF 29 § U.S.C. 215(a)(3)**  
**(Against Defendants EYERIDE, MITECH, and WIEGLER)**

81. Plaintiff re-avers and re-alleges Paragraphs 1 through 66 above, as though fully set forth herein.
82. Pursuant to 29 U.S.C. § 215(a)(3), it is unlawful to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or caused to be instituted any proceeding under or related to the FLSA.<sup>4</sup>
83. During all times material to Plaintiff’s employment, Defendants, EYERIDE, MITECH, LOW, and WIEGLER, were Plaintiff’s joint employers as defined under the FLSA.
84. Plaintiff submitted a written complaint (via e-mail) to Defendants on April 12, 2018, and addressed that Defendants were in violation of the FLSA for unlawfully deducting pay from Plaintiff’s (and similarly situated employees’) salaries.
85. Plaintiff specifically cited and referenced the applicable provisions from the Code of Federal Regulations relative to the FLSA within his e-mail.
86. Plaintiff’s assertion of his right to receive full salary pay as a purported “exempt employee” under the FLSA was made in good-faith and was more than sufficiently clear for Defendants to understand.
87. To the extent that Defendants intended to treat Plaintiff as a non-exempt hourly employee, Plaintiff’s assertion of his right to be paid for all time available and willing to work on the property (including time spent locked out of the building outside) was made in good-faith and was more than sufficiently clear for Defendants to understand.

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<sup>4</sup> The FLSA anti-retaliation provision protects employees who complain to their employers about wage and hour violations. *See, e.g., Lambert v. Ackerley*, 180 F.3d 997 (9<sup>th</sup> Cir. 1999).



88. Defendants, LOW and WIEGLER expressly rejected Plaintiff's proper request for FLSA compliance on multiple occasions.

89. Within fifteen (15) minutes after Plaintiff sent his written e-mail to Defendants addressing his FLSA complaint, Defendant, WIEGLER, who had knowledge of Plaintiff's complaint, fired Plaintiff and told him to "get the fuck out" and "take your shit and leave."

90. A direct causal relationship exists between Plaintiff having informed Defendants of his rights under the FLSA and the abrupt termination of Plaintiff's services immediately thereafter.

91. Defendant, WIEGLER, was the managing member and controlled the day-to-day operations of Defendant, MITECH, and was an officer of EYERIDE, and had final decision-making authority for both of these corporate defendants on issues of employment, termination, and payroll practices.

92. Within one week after Plaintiff was terminated, Defendant, LOW, confirmed to Plaintiff that Defendant, WIEGLER, did, in fact terminate Plaintiff's employment on April 12, 2018, and that Plaintiff would not be compensated for any of the unpaid wages he sought.

93. As a direct result of Defendants' conduct, Plaintiff has suffered loss of back pay, loss of future pay, loss of reputation in the community, and has been otherwise damaged in an amount to be proven at trial.

WHEREFORE, Plaintiff, ALEXANDER WHEAT, respectfully requests that this Honorable Court enter judgment in his favor and against Defendants, EYERIDE, LLC, MITECH TECHNOLOGY LLC, and MICHAEL RIEGLER, and award Plaintiff: (a) damages arising from his unlawful retaliation under the Fair Labor Standards Act to be paid by the Defendants, jointly and severally; (b) all reasonable attorney's fees and litigation costs as permitted under the FLSA;

and any and all such further relief as this Court may deem just and equitable under the circumstances.

**COUNT III – VIOLATION OF PRIVATE SECTOR  
RETALIATORY DISCHARGE PURSUANT TO THE  
FLORIDA WHISTLEBLOWER ACT, FLA. STAT. 448.102(3)  
(Against Defendants EYERIDE, MITECH, and WIEGLER)**

94. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 66 as though fully set forth herein.
95. Pursuant to the Florida Whistleblower Act, an employer may not take any retaliatory personnel action against an employee because the employee has objected to, or refused to participate in, any activity, policy, or practice of the employer which is in violation of a law, rule, or regulation. *Fla. Stat. § 448.102(3)*.
96. During all time periods relevant hereto, Plaintiff was an employee of Defendants.
97. On April 12, 2018, Plaintiff submitted a written complaint via e-mail to Defendants, in which he opposed Defendants' violation of federal wage law and their refusal to comply with regulations pertinent thereto.
98. Defendants' actions did engage in actions that constitute a violation of federal wage law and regulations pertinent thereto.
99. As a direct result of Plaintiff's complaint and objection to Defendants' violation of federal wage laws and regulations, Defendants retaliated against Plaintiff by immediately terminating his employment within fifteen (15) minutes of receiving Plaintiff's complaint.
100. Defendant, WIEGLER, had authority to direct and control the work performance of Plaintiff, and had managerial authority to take corrective action regarding the violations of law, rule, or regulations of which Plaintiff complained.

101. Defendants can offer no lawful justification for Plaintiff's termination, and any alternative justification Defendants may attempt to offer is mere pretext as to the true motivation behind Plaintiff's termination.

102. Defendants' retaliatory conduct in discharging Plaintiff has caused him to suffer significant economic damages in an amount to be proven at trial.

103. Immediately following his unlawful termination from Defendants, Plaintiff began to seek other employment opportunities, in an attempt to mitigate his damages, as required under the Florida Whistleblower Act.

WHEREFORE, Plaintiff, ALEXANDER WHEAT, respectfully requests that this Honorable Court enter judgment in his favor and against Defendants, EYERIDE, LLC, MITECH TECHNOLOGY LLC, and MICHAEL WIEGLER, and enter an order: (a) enjoining Defendants from committing any further violations of the Florida Whistleblower Act; (b) reinstating Plaintiff to the same position held before the retaliatory personnel action, or to an equivalent position; (c) reinstatement of full fringe benefits and seniority rights; (d) compensation for lost wages, benefits, and other remuneration; (e) attorneys' fees and expenses and court costs; and (f) any other compensatory damages allowable at law, and any such further relief as may be deemed just and equitable under the circumstances.

**COUNT IV - INJUNCTIVE RELIEF PURSUANT TO 29 U.S.C. §217**  
**(Against All Defendants)**

104. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 66 as though fully set forth herein.

105. During the past three (3) years, Defendants have engaged in a persistent pattern of willfully violating the FLSA, and most recently, have taken retaliatory action against employees who have made attempts to exercise their rights under federal law.

106. Injunctive relief in this case is necessary to protect the interests of current and future employees, and to prevent unlawful labor practices and otherwise deter against irreparable harm.

107. Moreover, injunctive relief is most respectfully required and necessary and proper to prevent future violations of the FLSA, and to ensure effective enforcement of public policy.

WHEREFORE, Plaintiff, ALEZANDER WHEAT, respectfully requests that this Honorable Court enter judgment in his favor and against Defendants, EYERIDE, LLC, MITECH TECHNOLOGY LLC, DAFNA a/k/a "DAPHNIE" LOW, and MICHAEL REIGLER, and enter injunctive relief, and any such further relief as this Honorable Court may deem just and equitable under the circumstances.

**DEMAND FOR JURY TRIAL**

Plaintiff, ALEXANDER WHEAT, hereby requests and demands a trial by jury on all appropriate claims.

**Dated this 19<sup>th</sup> day of April, 2018.**

Respectfully Submitted,

**Jordan Richards, PLLC**  
401 East Las Olas Blvd.  
Suite 1400  
Fort Lauderdale, Florida 33301  
Ph: (954) 871-0050  
*Counsel for Plaintiff, Alexander Wheat*

By: /s/ Jordan Richards  
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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that the foregoing document was filed via CM/ECF on this 19<sup>th</sup> of April, 2018.

By: /s/ Jordan Richards  
JORDAN RICHARDS, ESQUIRE  
Florida Bar No. 108372

**SERVICE LIST:**

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

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS ALEXANDER WHEAT, and all similarly situated individuals under 29 U.S.C. 216(b)

DEFENDANTS EYERIDE, LLC, MITECH TECHNOLOGY LLC, DAFNA a/k/a "DAPHNIE" LOW, and MICHAEL WIEGLER

(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) Jordan Richards PLLC 401 E. Las Olas Blvd. #1400 Ft. Lauderdale, FL 33301 954-871-0050

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

(d) Check County Where Action Arose: [ ] MIAMI-DADE [ ] MONROE [x] 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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

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

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

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

CONTRACT TORTS REAL PROPERTY CIVIL RIGHTS PRISONER PETITIONS IMMIGRATION LABOR FORFEITURE/PENALTY BANKRUPTCY SOCIAL SECURITY OTHER STATUTES FEDERAL TAX SUITS

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

- 1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation Transfer
7 Appeal to District Judge from Magistrate Judgment
8 Multidistrict Litigation - Direct File
9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case [ ] YES [x] NO b) Related Cases [ ] YES [x] NO

JUDGE:

DOCKET NUMBER:

VII. CAUSE OF ACTION

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. 207 - Federal Overtime Violation, 29 U.S.C. 215 - FLSA Retaliation

LENGTH OF TRIAL via 4 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 [ ] DEMAND \$ CHECK YES only if demanded in complaint:

JURY DEMAND: [x] Yes [ ] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE 04/19/2018

SIGNATURE OF ATTORNEY OF RECORD

Handwritten signature of Jamal Richards

FOR OFFICE USE ONLY RECEIPT #

AMOUNT IFP JUDGE MAG JUDGE

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ALEXANDER WHEAT, and all others similarly situated under 29 U.S.C. 216(b)

Plaintiff(s)

v.

EYERIDE, LLC, a Florida limited liability company, MITECH TECHNOLOGY LLC, a Florida limited liability company, DAFNA a/k/a "DAPHNE" LOW, individually, and MICHAEL WIEGLER, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

EYERIDE, LLC
Attn: Daphnie Low, Managing Member
2520 SW 30th Ave.
Hallandale, Florida 33009

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:

Jordan Richards, Esquire
JORDAN RICHARDS PLLC
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, Florida 33301

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: 04/19/2018

Signature of Clerk or Deputy Clerk

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

**PROOF OF SERVICE**

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

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

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

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

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

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

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

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

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

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

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

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

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**



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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ALEXANDER WHEAT, and all others similarly situated under 29 U.S.C. 216(b)

Plaintiff(s)

v.

EYERIDE, LLC, a Florida limited liability company, MITECH TECHNOLOGY LLC, a Florida limited liability company, DAFNA a/k/a "DAPHNE" LOW, individually, and MICHAEL WIEGLER, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

MITECH TECHNOLOGY LLC
Attn: Michael Wiegler - Managing Member
2520 SW 30th Ave.
Hallandale, Florida 33009

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:

Jordan Richards, Esquire
JORDAN RICHARDS PLLC
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, Florida 33301

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: 04/19/2018

Signature of Clerk or Deputy Clerk

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

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was received by me on *(date)* \_\_\_\_\_.

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\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

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

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

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

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

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

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

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

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ALEXANDER WHEAT, and all others similarly situated under 29 U.S.C. 216(b)

Plaintiff(s)

v.

EYERIDE, LLC, a Florida limited liability company, MITECH TECHNOLOGY LLC, a Florida limited liability company, DAFNA a/k/a "DAPHNE" LOW, individually, and MICHAEL WIEGLER, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

DAFNA a/k/a "DAPHNIE" LOW
2520 SW 30th Ave.
Hallandale, Florida 33009

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:

Jordan Richards, Esquire
JORDAN RICHARDS PLLC
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, Florida 33301

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: 04/19/2018

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

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on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

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\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

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

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

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

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ALEXANDER WHEAT, and all others similarly situated under 29 U.S.C. 216(b)

Plaintiff(s)

v.

EYERIDE, LLC, a Florida limited liability company, MITECH TECHNOLOGY LLC, a Florida limited liability company, DAFNA a/k/a "DAPHNE" LOW, individually, and MICHAEL WIEGLER, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

MICHAEL WIEGLER
2520 SW 30th Ave.
Hallandale, Florida 33009

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:

Jordan Richards, Esquire
JORDAN RICHARDS PLLC
401 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, Florida 33301

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: 04/19/2018

Signature of Clerk or Deputy Clerk

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

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I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
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\_\_\_\_\_  
*Server's signature*

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

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

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# Meet the team behind the ultimate reality check

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We are the world leader in military-grade mobile real-time remote supervision, control and communications systems. Our product range is built around web-based access to versatile EyeRide vehicle units, into which you can plug up to 8 cameras and a number of other hardware to suit your particular needs, with features including the only per-second GPS updates, high-resolution mobile video streaming and automatic driver prompts available on the civilian market.

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Built to the uncompromising standards of the Israeli security industry, EyeRide is today headquartered in Hallandale Beach, Florida, and our client base includes all branches of the US military, Department of Defense and Coast Guard as well as numerous state and local police agencies across the country, heavy industry and transport and security companies. Development teams are located in the US, Poland and Israel, and we have licensed contractors installing EyeRide products right around the world. Of course, we could go on to tell you about our technological knowledge, our cutting-edge engineering and our rigorous quality control. But in a sense, perhaps that would send you the wrong message?



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(mailto:info@eyerideonline.com)

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(<https://www.eyerideonline.com/solutions>)

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(<https://www.eyerideonline.com/products/32>)

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(<https://www.eyerideonline.com/products#mdvr>)

Eye Lite GPS

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(<https://www.eyerideonline.com/products/apc-automatic-passenger-counters>)

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Mobile Access Control

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(<https://www.eyerideonline.com/products#antennas>)

Microphone and Speakers

(<https://www.eyerideonline.com/products#microphonesandspeakers>)

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(<https://www.youtube.com/channel/UCpibHZtQwpLF3BcxV7oPAjg>)



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## Job Position: Support

### Description

---

#### Technical Support Specialist

EyeRide strives to offer our customers a complete all in one Fleet Management Solution. We provide customers with the ability to get real-time video, audio, GPS, sensor notifications, reports, 4G WiFi, passenger counting, media streaming and entertainment and more for their fleet of vehicles.

<http://www.mitechtechnology.com> (<http://www.mitechtechnology.com>)  
Mitech Technology is the premier supplier of security technology including: video surveillance, access control, management software and network systems. Mitech has developed leading edge technology solutions for organizations such as the US Coast Guard, Lauderhill Police Department, Gulfstream Casino, Sawgrass Mills mall, City Furniture, and many more! We specialize in custom video security, access control, alarm systems, VOIP, Home Automation, and Smart Homes/offices.

#### Who We're Looking For:

We are looking to add new members to our tech support team. This is an entry level position.

The most important thing is that you can demonstrate fundamental computer/networking/IT knowledge. You will be asked to display your networking fundamentals in the interview (IP routing and switching etc). This is the perfect college graduate or someone who has recently, CCNA certification.

Need help? [Click to chat!](#)

Responsibilities include:

- Provide support to users by researching and answering questions & troubleshooting problems
  - Provide answers to clients by identifying problems; researching answers; guiding client through corrective steps
  - Support the technical needs of our office staff
  - Improve client references by writing and maintaining documentation
  - Train clients on how to use software
  - Occasionally travel to local clients to configure systems, demonstrate and teach clients how to use their systems, and troubleshoot issues that can't be done remotely.
  - Configure and prepare Items for shipping.
- 

## Join Us

Send Us Your Resume and our senior staff will get back in touch.

Name \_\_\_\_\_

Surname

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Phone

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Email

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(mailto:info@eyerideonline.com)

 2520 SW 30th Ave, Hallandale Beach, FL 33009



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(<https://www.eyerideonline.com/solutions>)

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([https://www.eyerideonline.com/solutions#tab\\_industries](https://www.eyerideonline.com/solutions#tab_industries))

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(<https://www.eyerideonline.com/products/32>)

Remote Site

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(<https://www.eyerideonline.com/products#mdvr>)

Eye Lite GPS

(<https://www.eyerideonline.com/products#gps>)

EYENET

(<https://www.eyerideonline.com/products/eyenet>)

EYELOG (<https://www.eyerideonline.com/products/eye-log>)

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EYERIDE APC

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FLEET ACCESS CONTROL

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Mobile Access Control

(<https://www.eyerideonline.com/products#controlcenter>)



## Company

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(<https://www.eyerideonline.com/associations>)



## Social

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(<https://www.youtube.com/channel/UCpibHZtQwpLF3BcxV7oPAjg>)



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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Against Eyeride, Mitech Claims Deductions from Man's Salary Violate FLSA](#)

---