

UNITED STATES DISTRICT COURT  
SOUTHSN DISTRICT OF FLORIDA  
CASE NO:

JESSICA MAHOMOND,

Plaintiff,

v.

ROYAL CARIBBEAN CRUISES, LTD.,  
a foreign corporation, and PAULA  
MICHAELIDES, Individually,

Defendant.

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**COMPLAINT**

COMES NOW the Plaintiff, JESSICA MAHOMOND, by and through her undersigned counsel, and sues the Defendants, ROYAL CARIBBEAN CRUISES, LTD., a foreign corporation, and PAULA MICHAELIDES, individually, and for her cause of action, declares and avers as follows:

1. The Plaintiff, JESSICA MAHOMOND (hereinafter referred to as “MAHOMOND”), was formerly employed by Defendant, ROYAL CARIBBEAN CRUISES, LTD., a foreign corporation (hereinafter referred to as “ROYAL CARIBBEAN”) and brings this action for compensation and other relief under the Fair Labor Standards Act, as amended, 29 U.S.C. §201, *et seq.* (hereinafter referred to as “the FLSA” or “the Act”). MAHOMOND is a citizen and resident of Miami-Dade County, Florida within the jurisdiction of this Court.

2. Defendant, ROYAL CARIBBEAN is a foreign corporation doing business and with its principal place of business in Miami-Dade County, Florida, engaged in the business of operating

and selling cruises, within the jurisdiction of this Court.

3. This action is brought to recover from ROYAL CARIBBEAN and PAULA MICHAELIDES, individually, unpaid overtime compensation, liquidated damages, and costs and reasonable attorneys' fees, as well as for declaratory and injunctive relief, under the provisions of the FLSA, 29 U.S.C. §201, *et seq.*, and specifically under 29 U.S.C. §216(b).

4. Jurisdiction is conferred on this Court by 28 U.S.C. §1337 and by 29 U.S.C. §216(b). ROYAL CARIBBEAN is, and at all times pertinent to this Complaint, was, engaged in interstate commerce. At all times material hereto, the annual gross revenue of ROYAL CARIBBEAN was in excess of \$500,000.00, per annum.

5. By reason of the foregoing, ROYAL CARIBBEAN was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §§3(r) and 3(s) of the FLSA, 29 U.S.C. §203(r) and §203(s).

6. At all times pertinent to this Complaint, Defendant failed to comply with 29 U.S.C. §§201-19 in that MAHOMOND performed hours of landside service for ROYAL CARIBBEAN for which no provision was made by ROYAL CARIBBEAN to properly pay Plaintiff.

7. During the period 2008 through 2011, MAHOMOND was employed by ROYAL CARIBBEAN as an assistant to both an Assistant Vice President and a Vice President. MAHOMOND's duties were wholly clerical in nature. She helped schedule executive staff meetings, arranged appointments and travel for her superiors, organized their schedules, and like duties. By reason of such employment, MAHOMOND was employed during such period by an enterprise engaged in commerce within the meaning of 29 U.S.C. §§206(a) and 207(a). Further, MAHOMOND herself was engaged in commerce. The work performed by MAHOMOND was directly essential to the business operations of ROYAL CARIBBEAN in interstate commerce.

8. At all times material hereto, and as a clerical assistant, ROYAL CARIBBEAN compensated MAHOMOND on an hourly basis.

9. At all times material hereto, Defendant PAULA MICHAELIDES (“MICHAELIDES”) was MAHOMOND’s direct supervisor. At all times material hereto, MICHAELIDES had power and control over MAHOMOND, including but not limited to, the power to terminate or otherwise affect MAHOMOND’S employment, including but not limited to her compensation, and the power to influence and/or affect final corporate decisions regarding the employment of MAHOMOND.

10. Since ROYAL CARIBBEAN employed MICHAELIDES and vested her with supervisory authority and control over MAHOMOND, including but not limited to the power effectively set MAHOMOND’s compensation and to cause or bring about the termination of MAHOMOND, ROYAL CARIBBEAN is responsible for the acts and conduct of MICHAELIDES..

11. In the course of her employment as a clerical assistant with ROYAL CARIBBEAN, MAHOMOND worked the number of hours required of her, many times in excess of forty (40), but was not paid overtime. Moreover, Michaelides refused to permit MAHOMOND to record the number of hours she worked in excess of forty (40) or simply instructed MAHOMOND that she was not allowed to record the number of hours she worked in excess of forty (40), both in clear violation of ROYAL CARIBBEAN’S record-keeping obligations under the FLSA, specifically §211(c).

12. The pay practices of ROYAL CARIBBEAN as described in the above paragraph violated the FLSA by failing to pay overtime to MAHOMOND for those hours worked in excess of forty (40), from approximately September 1, 2009 until her termination which occurred on or about August 2, 2011.

13. The records concerning the number of hours actually worked by MAHAMOND and the compensation actually paid to her are in the exclusive possession and sole custody and control of ROYAL CARIBBEAN, and MAHOMOND is unable to state at this time the exact amount due and owing her. MAHOMOND proposes to obtain such information by appropriate discovery to be taken promptly in this case. Moreover, because of ROYAL CARIBBEAN's violation of the FLSA's record keeping requirements, MAHOMOND is unable to state with specificity the number of hours worked in excess of forty (40).

#### **COUNT I - RECOVERY OF UNPAID OVERTIME**

14. MAHOMOND reavers and realleges all allegations contained in paragraphs 1 through 13 above as if fully set forth herein.

15. MAHOMOND is entitled to be paid time and one half for each hour worked in excess of forty (40) per work week and to have such overtime calculated in accordance with Federal Regulations, to include commission/bonus payments earned in the appropriate work week in the calculation of the regular rate for the purposes of determining overtime entitlement.

16. By reason of the said intentional, willful and unlawful acts of ROYAL CARIBBEAN and MICHAELIDES, MAHOMOND has suffered damages plus incurred costs and reasonable attorneys' fees.

17. As a result of ROAYL CARIBBEAN's and MICHAELIDES's willful violation of the Act, MAHOMOND is entitled to liquidated damages in an amount equal to that which she is owed as unpaid overtime.

WHISEFORE, Plaintiff, JESSICA MAHOMOND, demands judgment against Defendants, ROYAL CARIBBEAN CRUISES, LTD. and PAULA MICHAELIDES, individually for the wages and overtime payments due her for the hours worked by her for which she has not been properly

compensated, liquidated damages, reasonable attorneys' fees and costs of suit, and for all other relief the Court deems just and proper, including pre-judgment interest.

Respectfully submitted,

SUSAN L. DOLIN, P.A.  
Counsel for Plaintiff  
9000 Sheridan Street  
Suite 93  
Pembroke Pines, FL 33024

By: /s/ Susan L. Dolin, Esq.  
SUSAN L. DOLIN, ESQ.  
Florida Bar No. 708690