

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

CINDY ABRAHAM GARCIA

Plaintiff

v.

UNIVERSITY OF MIAMI, a Florida Non-Profit Corporation

Defendant

Civil Action No. 12-CV-20009-Ungaro/Torres

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) UNIVERSITY OF MIAMI
c/o Andrea E. Orange, Registered Agent
1320 South Dixie Highway
Suite 200
Coral Gables, Florida 33146

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:

Santiago J. Padilla, Esq.
Law Offices of Santiago J. Padilla, P.A.
1001 Brickell Bay Drive, Suite 1704
Miami, Florida 33131
Tel: (305) 358-1949
Fax: (305) 358-2141

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.

Date: January 4, 2012



Steven M. Larimore
Clerk of Court

SUMMONS

s/ Bonnie Bernard
Deputy Clerk
U.S. District Courts

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CINDY ABRAHAM GARCIA,

Plaintiff,

vs.

**UNIVERSITY OF MIAMI, a Florida
Non-Profit Corporation,**

Defendant.

_____ /

COMPLAINT

COMES NOW Plaintiff CINDY ABRAHAM GARCIA (“Plaintiff”), by and through her undersigned counsel, and files this Complaint against Defendant UNIVERSITY OF MIAMI, a Florida Non-Profit Corporation (“Defendant”), and alleges as follows:

Introduction

1. This is an action brought by Cindy Abraham Garcia, who was employed by the University of Miami for over fifteen years, alleging gender discrimination under the Equal Pay Act of 1963, as amended, 29 U.S.C. §206(d) *et seq.* (the “Equal Pay Act”).

2. Plaintiff was hired by the University of Miami in 1998, promoted to Coordinator of Football Operations in the year 2000, and promoted again to Director of Football Relations in the year 2008. However, as Director of Football Relations, Plaintiff was paid significantly less than other male employees in comparable positions with similar responsibility and requiring similar skill and effort. She is suing for gender discrimination under the Equal Pay Act and seeks back pay, liquidated damages,

compensatory damages, injunctive relieve and attorneys' fees.

Jurisdiction, Venue and Parties

3. This is an action arising under the Equal Pay Act. This Court has federal-question jurisdiction over Plaintiff's federal claims pursuant to 28 U.S.C. §1331.

4. Venue is proper in the Miami Division of the United States District Court for the Southern District of Florida because the claims arose in Miami-Dade County, Florida.

5. Plaintiff, Cindy Abraham Garcia, is a woman who at all times material to the allegations of this Complaint, was employed by the University of Miami.

6. Defendant University of Miami is a Non-Profit Corporation organized under the laws of the State of Florida, with its principal address at 1507 Levante Avenue, Coral Gables, Florida 33146.

7. Defendant University of Miami was and is an "employer" as defined by 29 U.S.C. §203(d) and an enterprise engaged in commerce within the meaning of §3(s)(1)(C) of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §203(s)(1)(C).

General Allegations

8. Plaintiff was hired by Defendant University of Miami during the summer of 1998 to work in the athletic department. Plaintiff was promoted to Coordinator of Football Operations sometime in the year 2000. Plaintiff was promoted again to Director of Football Relations in January 2007.

9. The job of Director of Football Relations at the University of Miami required discharging the following principal duties, among others:

- (a) Manage relationships between and among football management team;
- (b) Responsible for development, marketing, publicity and recruiting efforts and day to day activities of the football team;
- (c) Serve as Admission Liaison and Compliance Liaison;
- (d) Responsible for all communications between potential student-athletes, parents of recruits, current player parents and former student-athletes, including mail outs;
- (e) Prepare budget for recruiting area;
- (f) Responsible for planning and execution of game day duties as pertains to recruits visiting on unofficial visits during home games;
- (g) Responsible for planning and execution of the official visit experience (recruiting weekends), including event planning, itinerary, budgeting and monitoring compliance with NCAA rules for prospective student-athletes and their families;
- (h) University Admission liaison responsible for communications with applicants and admissions operation; worked out transcripts of potential student athlete and communicated information with coaching staff;
- (i) Direct the coordination and planning for all annual football events such as former player reunion, coaches' clinic, signing day party, guidance counselor day, Senior Awards Ceremony, and other events; and

(j) Supervise Coordinator of Football Operations, two football graduate assistants, one intern each semester through the Sports Administration Program and over 10 office volunteers.

10. Plaintiff was qualified for the job and was performing the job satisfactorily since January, 2007.

11. Plaintiff was paid a salary of \$49,000.00 per year as of year 2009.

12. Other male employees who were employed in comparable positions within the football program with similar responsibility and requiring similar skill and effort were paid significantly more, with one male employee being paid as high as \$88,500.00 per year.

13. Sometime around mid-2010, Plaintiff spoke to her supervisor about the inequality in salaries, but nothing was done to change her pay.

COUNT I
VIOLATION OF THE EQUAL PAY ACT

14. Plaintiff realleges and reaffirms Paragraphs 1 through 13 as if fully set out in this Count I.

15. During the three-year period immediately preceding the filing of this action, Defendant paid Plaintiff at rates less than the rates that Defendant paid employees of the male sex, including Corey Bell, Brent Blaylock and Timothy Harris, although the job performed by Plaintiff had similar responsibility and required similar skill and effort to perform.

15. Moreover, the difference in the rates paid to Plaintiff, as compared with those paid to employees of the male sex, including Bell, Blaylock and Harris, was not a

part of, and was not occasioned by, any shift differential, training program, or any seniority, merit, or piece work system, but was based solely on the factor of sex.

16. As the result of Defendant's conduct as more particularly described in paragraphs 8-15 above, Plaintiff has lost wages and has incurred attorneys' fees and costs in connection with the bringing of this action.

17. The actions of Defendant violated Plaintiff's rights under 29 U.S.C §206(d), giving rise to her right to bring this action pursuant to 29 U.S.C. §216(b).

18. Defendant's violations of Plaintiff's rights under 29 U.S.C. § 206(d) were willful, thereby entitling Plaintiff to a three-year statute of limitations and an award of liquidated damages. Particularly, Defendant was well aware of the law and the prohibition of covered employers discriminating on the basis of sex in wage rates for male and female employees doing jobs that require equal skill, effort and responsibility. Defendant also was aware that Plaintiff and Bell, Blaylock and/or Harris held similar positions, performed similar job functions, and reported to the same boss, but nonetheless paid Bell, Blaylock and Harris more than \$39,500.00 in the case of Bell.

19. Plaintiff, if she prevails, is entitled to be awarded in addition to a judgment, a reasonable attorneys' fee, and the costs of the action, pursuant to 29 U.S.C. §216(b).

PLAINTIFF'S DEMAND FOR JURY TRIAL

20. Plaintiff, by and through his undersigned counsel, hereby demands a jury trial of all issues so triable.

WHEREFORE, Plaintiff respectfully request that a judgment be entered in his favor against Defendant UNIVERSITY OF MIAMI as follows:

(a) Declaring, pursuant to 28 U.S.C. §2201 and §2202, that the acts and practices complained of herein are in violation of the minimum wage provisions of the Equal Pay Act;

(b) Permanently enjoin the Defendant, its agents, officers and employees from engaging in all practices found by this Court to be in violation of the Equal Pay Act;

(c) Awarding Plaintiff compensation as the Court may find to be owing to Plaintiff, but for which she was not compensated as required by the Equal Pay Act;

(d) Awarding Plaintiff liquidated damages;

(e) Awarding Plaintiff reasonable attorneys' fees, costs, and expenses of this litigation pursuant to 29 U.S.C. §216(b); and

(f) Ordering any other further relief that this Court may deem just and proper.

Respectfully submitted this 3 day of January, 2012.

LAW OFFICES OF
SANTIAGO J. PADILLA, P.A.

By: 

Santiago J. Padilla, Esq.
Florida Bar No.: 037478
Attorney for Plaintiff

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