

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,**

Plaintiff,

Case No.:

vs.

**SOPHIA MANUEL, ALFONSO BALDONADO,
QUALITY STAFFING SERVICES CORPORATION,
DAR WORKFORCE SOLUTIONS USA, INC.,
BOCA WOODS COUNTRY CLUB ASSOCIATION, INC. and
BOCA WOODS PROPERTY OWNERS' ASSOCIATION, INC.**

Defendants.

COMPLAINT

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE
OF FLORIDA** (hereinafter referred to as "Plaintiff"), sues Defendants, **SOPHIA MANUEL** and
ALFONSO BALDONADO, individually and as Owners, Officers and Directors of
QUALITY STAFFING SERVICES CORPORATION and **QUALITY STAFFING SERVICES
CORPORATION**, a Florida corporation (hereinafter referred to as Quality), **DAR WORKFORCE**

SOLUTIONS USA, INC., a Florida corporation (hereinafter referred to as DAR), and **BOCA WOODS COUNTRY CLUB ASSOCIATION, INC.** and **BOCA WOODS PROPERTY OWNERS' ASSOCIATION, INC.**, both Florida corporations (hereinafter jointly referred to as Boca Woods Country Club).

JURISDICTION

1. This is an action for damages and injunctive relief, brought pursuant to Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2007).

2. This Court has jurisdiction pursuant to the provisions of said statute.

3. Plaintiff is an enforcing authority of Florida's Deceptive and Unfair Trade Practices Act as defined in Chapter 501, Part II, Florida Statutes, and is authorized to seek damages, injunctive and other statutory relief pursuant to this part.

4. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida. Venue is proper in the Fifteenth Judicial Circuit as the principal place of business of the Defendant entities is Palm Beach County, Florida.

5. Plaintiff has conducted an investigation, and the head of the enforcing authority, Attorney General Bill McCollum has determined that an enforcement action serves the public interest. A copy of said determination was attached and incorporated herein as Plaintiff's Exhibit A to the original Complaint and is incorporated herein by reference.

6. Defendants, at all times material hereto, provided goods or services as defined within Section 501.203(8), Florida Statutes (2007).

7. Defendants, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes (2007).

8. Defendants, at all times material hereto, were engaged in a trade or commerce within the definition of Section 501.203(8), Florida Statutes (2007).

DEFENDANTS

9. Defendants Sophia Manuel and Alfonso Baldonado are adults over the age of twenty one, were at all times material owners, officers and/or directors of Defendant Quality and reside in Boca Raton, Palm Beach County, Florida.

10. Defendant Quality is a Florida for-profit corporation, with a principal place of business in Boca Raton, Palm Beach County, Florida.

11. At all times material, Defendants Sophia Manuel and Alfonso Baldonado knew of and controlled the activities of Defendant Quality. They had actual knowledge or knowledge fairly implied on the basis of objective circumstances, that the acts of the employees, agents, and representatives of the Defendants Quality and DAR as described below, were unfair or deceptive and/or prohibited by law.

12. Defendant DAR is a Florida for-profit corporation, with a principal place of business in Miami, Dade County, Florida.

13. Defendants Boca Woods Country Club Association, Inc. and Boca Woods Property Owners' Association, Inc. are Florida for-profit corporations, each with a principal place of business in Boca Raton, Palm Beach County, Florida.

COUNT I

DECEPTIVE AND UNFAIR TRADE PRACTICES

CHAPTER 501, PART II FLORIDA STATUTES

14. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 13 as if fully set forth herein after.

15. Chapter 501.204(1), Florida Statutes, declares that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

16. Commencing on a date unknown, but at least subsequent to June 15, 2007, the Defendants engaged in various willful deceptive and unfair trade practices, as set out further herein, in violation of Chapter 501, Part II, Florida Statutes (2007).

17. Commencing on a date unknown, but at least subsequent to June 15, 2007, the Defendants engaged in a systematic pattern of conduct designed and intended to induce consumer businesses to purchase their services via a series of false and fraudulent representations.

18. On or about June 15, 2007, Defendants Manuel, Baldonado and Quality obtained from Boca Woods Country Club a letter dated June 15, 2007 that stated that Defendants

Manuel, Baldonado and Quality were "authorized by Boca Woods Country Club to employ wait staff and busboys for service at this facility."

19. On a date unknown but subsequent to January 1, 2006 Defendants Manuel, Baldonado and Quality filed an I-129 petition for nonimmigrant visas with the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS). On or about September 6, 2007, USCIS granted to Defendants Manuel, Baldonado and Quality H2B visas for fifty unnamed workers, valid from October 1, 2007 to July 1, 2008.

20. On a date unknown but subsequent to January 1, 2006, Defendants Manuel, Baldonado and Quality solicited or otherwise received or obtained applicants from the Republic of the Philippines for advertised jobs at Boca Woods Country Club.

21. Defendants Manuel, Baldonado, Quality and DAR or their agents orally represented and/or otherwise stated to the aforesaid Filipino applicants that the location and work conditions of the advertised jobs was at Boca Woods Country Club for 35 hours per week of labor as waiters or waitresses at \$6.67 per hour and/or \$1400.00 per month plus free housing and transportation. The foregoing representations were memorialized in executed contracts between said applicants and Defendants Manuel, Baldonado, Quality and DAR.

22. Among the applicants for the advertised jobs at Boca Woods Country Club were the following listed citizens of the Philippines: a) Oscar Sabado; b) Ronaldo Elimino; c) Edwin Mendoza; d) Abner Agustin; e) Jofer Trinos; f) Jayson Octavo; g) Christopher Advincula;

h) Radito Diocera; i) Voltair Llacuna; j) Cheryl Aquino; k) Ferdinand Coronado; l) Jay Jaramillo; and m) Raul Ambat.

23. Commencing on a date unknown but subsequent to June 15, 2007, each of the foregoing thirteen individuals submitted a nonimmigrant visa application to the Department of State for an H2B visa.

24. Said nonimmigrant visa applications listed Manuel and Quality as the employer in the United States for said applicants and stated that the applications were prepared by Placewell International Services Corporation, an agency duly licensed by the Philippine Overseas Employment Administration of the Philippine Government to recruit workers for overseas employment, on behalf of its principals, Sophia Manuel and Quality Staffing Services Corporation.

25. In conjunction with said nonimmigrant visa applications, Defendants Manuel, Baldonado and Quality submitted to the American Embassy in the Philippines a) a letter dated September 19, 2007 listing 50 workers that said Defendants Manuel, Baldonado and Quality had recruited to work at Boca Woods Country Club, b) the aforesaid letter dated June 15, 2007 from Boca Woods Country Club and c) each applicant's employment contract with Defendants Manuel, Baldonado and Quality listing the job location and conditions as Boca Woods Country Club for 35 hours per week at \$6.67 per hour plus free housing and transportation.

26. In conjunction with said nonimmigrant visa applications, Defendants Manuel, Baldonado and Quality also submitted to the American Embassy in the Philippines a "Guarantee

Letter" from Placewell International Services Corporation "assum[ing] full responsibilities (sic) over the employment of the ... foreign workers" recruited by Placewell International Services Corporation for Defendants Manuel, Baldonado and Quality.

27. As a result of the foregoing, the American Embassy in the Philippines issued H2B visas to the thirteen above listed Filipino citizens and to an unknown number of other unidentified Filipino citizens listing Defendants Manuel, Baldonado and Quality as the employer.

28. The Philippine Overseas Employment Administration of the Philippine Government (POEA) is the agency that manages the migration of Filipino workers. The recruitment of Filipino workers by foreign employers is required to be done through POEA-licensed private agencies.

29. Placewell International Services Corporation is a POEA-licensed private agency recruiting Filipino workers for overseas employers.

30. In order to obtain exit clearance, Filipino overseas workers are required to submit to POEA the prospective employer's contract of employment showing the terms of employment.

31. In regard to the thirteen above listed Filipino citizens, Placewell International Services Corporation submitted, or caused to be submitted, documentation to POEA for said Filipino citizens that was not consistent with the documentation that Defendants Manuel, Baldonado and Quality submitted to the American Embassy.

32. The inconsistent documentation submitted by Placewell International Services Corporation to POEA included an employment contract for each Filipino citizen with DAR Workforce Solutions USA, Inc. and a certificate attesting that the Filipino citizens were hired under a contract of employment with a foreign principal named DAR Workforce Solutions USA, Inc.

33. Defendants Manuel, Baldonado and Quality submitted to the American Embassy an employment contract listing Defendants Manuel, Baldonado and Quality as employer and the job location and conditions as Boca Woods Country Club for 35 hours per week at \$6.67 per hour plus free housing and transportation.

34. In contrast, the employment contract for each Filipino citizen and the certificate submitted by Placewell International Services Corporation to POEA listed the employer as Defendant DAR Workforce Solutions USA, Inc.

35. In addition, the employment contracts of the aforesaid Filipino citizens with Defendant DAR submitted by Placewell International Services Corporation to POEA listed the job location as merely "Florida, USA" which violates the provisions of 8 CFR §214.2(h).

36. Said employment contracts of the Filipino citizens with Defendant DAR submitted by Placewell International Services Corporation to POEA also listed the conditions of employment as \$1400 per month for 8 hour workdays as base salary plus \$10 per hour for overtime plus free transportation from/to the Philippines, free accommodations, and emergency medical care.

37. The employment contracts of the Filipino citizens with Defendant DAR submitted by Placewell International Services Corporation to POEA were consistent with the form of POEA contract for overseas workers. The employment contracts of the Filipino citizens with Defendants Manuel, Baldonado and Quality do not comply with the POEA form of contract for overseas workers.

38. As a result of the foregoing submittals by Placewell International Services Corporation, the POEA issued exit clearances for said Filipino citizens valid for exit from the Philippines until December 30, 2007 and listing the principal, i.e. employer, as Defendant DAR.

39. According to USCIS regulation, 8 CFR 214.2(h), an employment agent petitioning for H2B visas as an employer "must guarantee the wages and other terms and conditions of employment by contractual agreement ... and must also provide an itinerary of definite employment ..."

40. According to USCIS regulation, 8 CFR 214.2(h), if an employee will perform services at more than one location, "an itinerary with the dates and locations of the services ... must be filed [with USCIS]" by the employer.

41. In view of the foregoing and as hereinafter set forth, Defendants SOPHIA MANUEL, ALFONSO BALDONADO, QUALITY STAFFING SERVICES CORPORATION, DAR WORKFORCE SOLUTIONS USA, INC., and BOCA WOODS COUNTRY CLUB ASSOCIATION, INC. and BOCA WOODS PROPERTY OWNERS' ASSOCIATION, INC. have engaged in a systematic pattern of

conduct designed and intended to induce consumers to purchase their services via a series of false and fraudulent representations.

42. Despite contractual terms providing free transportation from the origin of the Filipino workers in the Republic of the Philippines to the location of employment, each Filipino worker has been required by the Defendants to purchase and pay for airline transportation to and from Florida.

43. Upon arrival in Florida during October and November of 2007, the aforesaid thirteen Filipino workers discovered that they would not be working at Boca Woods Country Club despite the terms of Defendant Quality's contract and the oral representations made to said Filipino workers.

44. Despite the terms of Defendant Quality's contract and the oral representations made to said Filipino workers, the aforesaid thirteen Filipino workers have not worked at Boca Woods Country Club at any time since their arrival in Florida.

45. Despite the terms of Defendant Quality's contract and the oral representations made to said Filipino workers, the aforesaid thirteen Filipino workers have not worked 35 hour work weeks since their arrival in Florida.

46. Despite the terms of Defendant Quality's contract and the oral representations made to said Filipino workers, the aforesaid thirteen Filipino workers have been sent to work at various other country clubs in Palm Beach and Dade counties since their arrival in Florida without the Defendants' compliance with 8 CFR 214.2(h).

47. Despite the terms of Defendant Quality's contract and the terms of Defendant DAR's contract and the oral representations made to said Filipino workers, the aforesaid thirteen Filipino workers since their arrival in Florida have received substantially less than the guaranteed minimum wages required by 8 CFR 214.2(h).

48. Since their arrival in Florida, the Filipino passports and return airline tickets of the aforesaid thirteen Filipino workers have been confiscated by Defendants Manuel, Baldonado and Quality, thereby causing said workers to be indentured.

49. Since their arrival in Florida, the aforesaid thirteen Filipino workers have been informed by Defendants Manuel, Baldonado and Quality that if anyone wanted to be released from his/her employment contract, a payment of \$10,000-\$15,000 from said worker was demanded, thereby causing said workers to be indentured.

50. Each of the aforesaid thirteen Filipino workers paid Defendants Manuel, Baldonado and Quality and/or Defendant DAR, or their agent, thousands of dollars in fees in exchange for the opportunity to work, under H2B visas, pursuant to the terms of the contracts that each one signed with Defendants Manuel, Baldonado and Quality and Defendant DAR and the oral representations made to said Filipino workers.

51. The aforesaid thirteen Filipino workers have not received the employment location and conditions that were represented to them by the employment contracts that they signed with Defendants Manuel, Baldonado and Quality and Defendant DAR and the oral representations made to said Filipino workers.

52. As a result of the foregoing and as specifically heretofore set forth, Defendants SOPHIA MANUEL, ALFONSO BALDONADO, QUALITY STAFFING SERVICES CORPORATION, DAR WORKFORCE SOLUTIONS USA, INC., and BOCA WOODS COUNTRY CLUB ASSOCIATION, INC. and BOCA WOODS PROPERTY OWNERS' ASSOCIATION, INC. have engaged in deceptive acts or practices as aforesaid in violation of the provisions of Chapter 501 of the Florida Statutes.

53. Plaintiff has been informed by the Consulate of the Republic of the Philippines that the Defendants are continuing to engage in deceptive acts or practices as aforesaid through false and fraudulent oral and written misrepresentations to Filipino workers and thereby inducing eight or nine new Filipino workers to arrive in Florida since January 21, 2008.

COUNT II

54. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 53 as if fully set forth hereinafter.

55. Defendants Manuel, Baldonado and Quality and Defendant DAR have failed to pay the aforesaid thirteen Filipino workers the prescribed minimum wage for all hours worked at the direction and control of said Defendants Manuel, Baldonado and Quality, in violation of F.S. § 448.110 and in violation of both employment contracts.

56. Defendants Manuel, Baldonado and Quality and Defendant DAR have failed to pay certain of the aforesaid Filipino workers for the labor that they rendered without compensation at a warehouse or other type of facility of Boca Woods Country Club at the

direction and control of said Defendants Manuel, Baldonado and Quality, in violation of F.S. § 448.110 and in violation of both employment contracts.

WHEREFORE, Plaintiff requests this court to enter the following Orders:

1. Grant permanent Injunctions against Defendants, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with Defendants who receive actual notice of this injunction, prohibiting such persons from doing the following acts:

a. Violating the provisions of Chapter 501, Part II, Florida Statutes (2007);

b. Engaging in any business activity or operations offering, soliciting, providing or otherwise dealing in or related to the employment of temporary workers under the provisions of 8 U.S.C. § 1101(a)(15)(H) and 8 CFR 214.2(h) .

2. Award actual damages to all consumers who are shown to have been injured in this action, pursuant to Section 501.206 (1) (c), Florida Statutes (2007).

3. Assess against Defendants herein civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) for each act or practice found to be in violation of Chapter 501, Part II, Florida Statutes (2007).

4. Order the dissolution of QUALITY STAFFING SERVICES CORPORATION and DAR WORKFORCE SOLUTIONS USA, INC. .

5. Award reasonable attorneys fees pursuant to F.S. 501.2075.

6. Grant temporary relief pursuant to F.S. 501.207.

7. Waive the posting of any bond by Plaintiff in this action.
8. Grant such other relief as this Honorable Court deems just and proper.

Respectfully Submitted

BILL McCOLLUM

Attorney General

By: Fulvio Joseph Gentili

A handwritten signature in black ink, appearing to read 'Fulvio Joseph Gentili', is written over a horizontal line.

Assistant Attorney General

Fla. Bar. No. 0037493

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February 13, 2008

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
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OFFICE OF THE ATTORNEY GENERAL,
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BOCA WOODS PROPERTY OWNERS' ASSOCIATION, INC.

Defendants.

DETERMINATION OF PUBLIC INTEREST

COMES NOW, BILL McCOLLUM, ATTORNEY GENERAL, STATE OF FLORIDA, and
states:

EXHIBIT

"A"

1. Pursuant to Section 20.11, Florida Statutes (1993), I am the head of the Department of Legal Affairs, State of Florida (hereinafter referred to as the Department).
2. In this matter, the Department seeks actual damages on behalf of one or more consumers caused by an act or practice performed in violation of Chapter 501, Part II, Florida Statutes (2007).
3. I have reviewed this matter and I have determined that an enforcement action serves the public interest.



BILL MCCOLLUM
ATTORNEY GENERAL
STATE OF FLORIDA

Dated: _____