IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

ALEJANDRO AVILA-MORALES, Individually and on Behalf of All Those Similarly Situated, Plaintiff, v. SENTINEL ELECTRIC, INC. and WILLIAM P. HANNON, Jointly and Severally, Defendants.	Case No. _____

COLLECTIVE ACTION COMPLAINT
(Jury Trial Demanded)

Comes Now, Alejandro Avila-Morales (hereinafter, "Plaintiff"). Plaintiff, on behalf of himself and a similarly-situated collective, allege as follows:

NATURE OF THE ACTION

1. Defendants own and operate an electrical testing company called Sentinel Electric, Inc. (hereinafter "SE").

2. Plaintiff was employed as a wireman by Defendants, and his job duties included: testing, repairing, and installing electrical circuit breakers, transformers,

and wires carrying electric current for various clients of Defendants.

3. Throughout Plaintiff's employment with Defendants, Plaintiff received no overtime wages despite working excess of 40 hours each week, and being a non-exempt hourly employee.

4. Plaintiff brings this action on behalf of himself, and all other similarly situated employees of Defendants, to recover unpaid overtime premium pay, owed to them pursuant to the Fair Labor Standards Act (FLSA), 29 U.S.C. §§ 201 et seq, and supporting regulations.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1337, 1343. In addition, the Court has jurisdiction over Plaintiff's claims under the FLSA pursuant to 29 U.S.C. § 216(b).

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391, as SE is registered with the Georgia Secretary of State as a foreign profit corporation, which lists its principal office address as: 11505 Hutcheson Ferry Road, Palmetto, Georgia 30268, Fulton County, which is in the Northern District of Georgia. Therefore, venue is proper in the Atlanta division of the Northern District of Georgia.

7. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

THE PARTIES

Plaintiff:

8. Alejandro Avila-Morales, was at all relevant times, an adult individual residing at 1204 Soap Stone Road, Lawrenceville, Georgia 30045, which is in Gwinnett County.

Defendants:

9. SE is registered with the Georgia Secretary of State as a foreign profit corporation, incorporated in Delaware, which lists its principal office address as: 11505 Hutcheson Ferry Road, Palmetto, Georgia 30268, Fulton County.

10. William P. Hannon, upon information and belief is an owner, officer, director and/or managing agent of SE. Mr. Hannon's address is unknown at this time.

11. Mr. Hannon participated in the day-to-day operations of SE, and acted intentionally and maliciously. Mr. Hannon is considered an "employer" pursuant to the FLSA, 29 U.S.C. § 203(d), and the regulations promulgated under 29 C.F.R. § 791.2, and is jointly and severally liable with SE.

12. Upon information and belief, Mr. Hannon jointly set the unlawful payroll policies complained of in this complaint for SE.

13. At all relevant times, Defendants listed in this complaint have been employers of Plaintiff, and/or joint employers within the meaning of the FLSA.

14. Upon information and belief, at all relevant times, Defendants have had gross revenues in excess of $500,000, within the meaning of 29 U.S.C. § 203(s)(1)(A)(ii).

15. Additionally, upon information and belief, at all relevant times, Defendants have had employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce, in that they obtain materials from outside of Georgia for use in their electrical testing, installation, and repair, such as: electrical meters, batteries, transformers, circuit breakers, and computer programs for testing. Additionally, Defendants have had employees such as Plaintiff perform work outside of Georgia, in other states such as Florida. Thus, Defendants have engaged in interstate commerce within the meaning of 29 U.S.C. § 203(s)(1)(A)(i).

STATEMENT OF FACTS

16. At all relevant times, Defendants have been in the electric testing industry,

performing electric testing, repair, and installation services for clients throughout Georgia, and in other states such as Florida. On a typical project, Defendants would send wiremen or electrical engineers to test, install, or repair electrical components and systems for their clients.

17. Plaintiff was employed by Defendants as a wireman. As a wireman, his job duties included: testing, repairing, and installing circuit breakers, transformers, wiring, and other electrical equipment for Defendants' clients.

18. Plaintiff was employed by Defendants from August 2022 to approximately June 30, 2026.

19. Plaintiff had no professional license or education prior to working for Defendants as a wireman, and he did not obtain any during the course of his employment.

20. Plaintiff was paid $40 per hour by Defendants for his work as a wireman.

21. Plaintiff generally worked 10 hours each day, 7 a.m. to 5:30 p.m., Monday to Friday, and sometimes worked Saturdays also. Plaintiff was off on Sundays. Plaintiff generally had one 30-minute break per day. Thus, in a 10.5 hour day, his actual work time was 10 hours, after subtracting the 30-minute break.

22. On average, Plaintiff worked 55 hours each week.

23. Defendants were required by law to pay Plaintiff time-and-a-half his regular wages for all hours in excess of 40 hours, but purposely chose to not to pay him overtime wages.

24. Plaintiff received a per diem payment of $151 per day from Defendants, purportedly to compensate him for money spent on hotels while traveling for work, but also for food. However, during the many times when Plaintiff worked in the Atlanta area and did not require a hotel due to being close to home, he still received a per diem of $151 per day.

25. This per diem payment was not added to Plaintiff's regular rate of pay or included in any overtime payment. Defendants also did not ask for any receipts or records from Plaintiff to show the actual amount spent on hotels or food during his employment, and Plaintiff did not provide any such documentation.

26. Similarly, Plaintiff was paid $70 per day for use of his vehicle for traveling for work. This $70 per day would be paid regardless of the actual amount of driving performed by Plaintiff, and regardless of where the actual work location was. Defendants did not request that Plaintiff provide documentation about any actual

costs incurred for gas for his vehicle or repairs, and Plaintiff did not provide any such documentation.

27. This vehicle use payment was not added to Plaintiff's regular rate to be included as part of the overtime premium pay he was owed.

28. Throughout Plaintiff's employment, Plaintiff was straight-time for all hours worked and received no overtime wages whatsoever, despite working in excess of 40 hours each week.

29. For example, on the week of December 1, 2024 to December 7, 2024, Plaintiff worked 60 hours, at a rate of $40.00 per hour, and was paid $2,400.00 for his wages. Thus, he was paid straight-time for all hours worked, and received no overtime wages for the hours in excess of 40 hours. Additionally, Plaintiff was paid a per diem of $151 a day, for six different days, for a total per diem payment of $906.00. Lastly, Plaintiff was paid $70 a day as a "vehicle reimbursement," for six different days, for a total of $420.00 that week. The $151 per day per diem, and the $70 vehicle reimbursement, was not added to Plaintiff's regular rate for inclusion in the calculation of overtime wages.

30. Defendants have also been sued previously for failure to pay overtime wages

to their employees in the Northern District of Georgia, but have continued their unlawful practice of failing to pay overtime wages to their employees. *See Jackson v. Sentinel Electric, Inc. and William P. Hannon*, 1:23-cv-00986-TWT (N.D. Ga. 2023) (Doc. 1, Complaint).

31. This failure to pay overtime premium wages can only be considered a willful violation of the FLSA, within the meaning of 29 U.S.C. § 255(a).

FLSA COLLECTIVE ACTION ALLEGATIONS

32. Pursuant to 29 U.S.C. §§ 207 & 216(b), Plaintiff brings his First Cause of Action as a collective action under the FLSA, on behalf of himself and the following collective:

> All persons employed by Defendants, at any time from September 4, 2023 to September 4, 2026, through the entry of judgment in this case (the "Collective Action Period"), who worked as wiremen, electricians, test engineers, and all other hourly workers who were not paid time-and-a-half overtime wages for weeks in which they worked more than 40 hours (the "Collective Action Members").

33. A collective action is appropriate in this circumstance because Plaintiff and the Collective Action Members are similarly situated, in that they were all subjected to Defendants' illegal policy of failing to pay an overtime premium for work

performed in excess of 40 hours per week. As a result of this policy, Plaintiff and the Collective Action Members did not receive the legally-required overtime premium payments for all hours worked in excess of 40 hours per week.

34. The exact number of employees who have suffered the same unpaid overtime wage injury as Plaintiff is unknown at this time.

FIRST CAUSE OF ACTION
FAIR LABOR STANDARDS ACT – UNPAID OVERTIME

35. Plaintiff, on behalf of himself, and the Collective Action Members, repeat and reallege each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

36. As a result of Defendants' failure to compensate its employees, including Plaintiff and the Collective Action Members, at a rate of not less than one and one-half times their regular rate of pay for work performed in excess of 40 hours per week, Defendants have violated the FLSA, 29 U.S.C. § 201 *et seq*., including 29 U.S.C. § 207(a)(1) and 215(a), for which Plaintiff and the Collective Action Members are entitled to relief pursuant to 29 U.S.C. § 216(b).

37. Defendants failure to pay overtime wages to these hourly employees

constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

38. The failure to pay overtime has caused Plaintiff to suffer lost wages and interest thereon. Plaintiff and Collective Action Members are entitled to recover from Defendants their unpaid overtime compensation, liquidated damages, attorney's fees, and costs and disbursements of the action pursuant to 29 U.S.C. § 216(b).

PRAYER FOR RELIEF

Therefore, Plaintiff respectfully requests that this Court grant the following relief:

a. An order tolling the relevant statutes of limitations;

b. An order declaring that Defendants violated the FLSA;

c. An award of unpaid overtime wages due under the FLSA;

d. An award of liquidated damages as a result of Defendants' willful failure to pay overtime wages

e. An award of prejudgment and post-judgment interest;

f. An award of costs and expenses of this action together with attorney's fees;

g. An injunction prohibiting Defendants from further violating the FLSA as

described in this complaint;

h. Such other and further relief and this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by the complaint.

Dated: September 4, 2026

Respectfully submitted,

s/ Brandon A. Thomas
BRANDON A. THOMAS
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CONSENT TO SERVE AS A
PLAINTIFF REPRESENTATIVE UNDER THE
FAIR LABOR STANDARDS ACT (29 U.S.C. §201, ET SEQ.)

I, Alejandro Avila-Morales, a current or former employee of Sentinel Electric, Inc., consent to serve as a Plaintiff and Class Representative in the above-referenced action[1] and to represent the interests of the class members with respect to all cognizable claims for minimum wage and overtime compensation and any other benefits available under the Fair Labor Standards Act and other applicable laws, in accordance with the Fee Agreement executed by the undersigned for such purpose.

Executed on 08/10/2026
(date)

Alejandro E Avila Morales
Signature

[1] In the event that this case is dismissed without prejudice, my claim is dismissed without prejudice or any class in this case is decertified, I consent to serve as a Plaintiff, Class Representative and/or Opt-In Plaintiff in any subsequent action brought against Defendants and any other defendants to recover under the FLSA. I reserve the right to revoke this Consent in part or in its entirety.

CONSENT TO BECOME AN
OPT-IN PLAINTIFF REPRESENTATIVE UNDER THE
FAIR LABOR STANDARDS ACT (29 U.S.C. §201, ET SEQ.)

I, Diego Romero, a current or former employee of Sentinel Electric, Inc., consent to serve as an opt-in Plaintiff in the above-referenced action[1] and agree to have my interests represented by the class representatives of this case, who are acting on my behalf and the behalf of the class members, with respect to all cognizable claims for minimum wage and overtime compensation and any other benefits available under the Fair Labor Standards Act and other applicable laws, in accordance with the Fee Agreement executed by the undersigned for such purpose.

Executed on 08/10/2026
(date)

Signature

[1] In the event that this case is dismissed without prejudice, my claim is dismissed without prejudice or any class in this case is decertified, I consent to serve as a Plaintiff, Class Representative and/or Opt-In Plaintiff in any subsequent action brought against Defendants and any other defendants to recover under the FLSA. I reserve the right to revoke this Consent in part or in its entirety.

CONSENT TO BECOME AN
OPT-IN PLAINTIFF REPRESENTATIVE UNDER THE
FAIR LABOR STANDARDS ACT (29 U.S.C. §201, ET SEQ.)

I, Luis Lopez-Romero, a current or former employee of Sentinel Electric, Inc., consent to serve as an opt-in Plaintiff in the above-referenced action[1] and agree to have my interests represented by the class representatives of this case, who are acting on my behalf and the behalf of the class members, with respect to all cognizable claims for minimum wage and overtime compensation and any other benefits available under the Fair Labor Standards Act and other applicable laws, in accordance with the Fee Agreement executed by the undersigned for such purpose.

Executed on 09/01/2026
(date)

Signature

[1] In the event that this case is dismissed without prejudice, my claim is dismissed without prejudice or any class in this case is decertified, I consent to serve as a Plaintiff, Class Representative and/or Opt-In Plaintiff in any subsequent action brought against Defendants and any other defendants to recover under the FLSA. I reserve the right to revoke this Consent in part or in its entirety.