

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
CASE NO.

YUNIESKY PADILLA, and others  
similarly-situated,

Plaintiffs,

vs.

K B INTERNATIONAL TRADING  
CORP., a Florida corporation and  
KENNETH BULHACK,  
individually,

Defendants.

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**COMPLAINT**

COMES NOW, Plaintiff, YUNIESKY PADILLA, by and through his undersigned attorney, and hereby sues Defendants, K B INTERNATIONAL TRADING CORP., a Florida corporation and KENNETH BULHACK (herein collectively referred to "the EMPLOYER" unless referred to individually), and alleges:

**JURISDICTIONAL ALLEGATIONS AND VENUE**

1. This is an action to recover money damages for unpaid overtime wages pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201-219 ("FLSA").
2. Plaintiff is a resident of Miami-Dade County, Florida.
3. Defendant, K B INTERNATIONAL TRADING CORP., is a Florida corporation, which at all times material hereto, was doing business in Broward County, Florida, where Plaintiff was employed, and at all times material hereto was and is engaged in interstate commerce.

4. The individual Defendant, KENNETH BULHACK, is an “employer,” as defined in 29 U.S.C. § 203(d), as he had operational control over the Defendant corporation and was directly involved in decisions affecting employees' compensation and hours worked by employees, such as the Plaintiff. Moreover, the individual Defendant controlled the purse strings for the Defendant corporate entity.

5. This action is brought by Plaintiff to recover from the Employer unpaid overtime wages, as well as an additional amount as liquidated damages, costs and reasonable attorney's fees under the provisions of 29 U.S.C. § 201 et seq., and specifically under the provisions of 29 U.S.C. § 207.

6. FLSA coverage is triggered because the corporate Defendant is and, at all times pertinent to this Complaint, was engaged in interstate commerce. At all times pertinent to this Complaint, the Employer operates as an organization which sells and/or markets its services and/or goods and/or materials to customers from throughout the United States and also provides its services for goods sold and transported from across state lines of numerous other States, and the Employer obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over State lines to do its business, transmits funds outside the State of Florida, and otherwise regularly engages in interstate commerce, particularly with respect to its employees. Upon information and belief, the annual gross revenue of the Employer was at all times material hereto in excess of \$500,000.00 per annum, and two or more employees handled goods or materials that moved in the stream of commerce on a frequent and recurrent basis, and/or Plaintiff and those similarly-situated, by virtue of working in interstate commerce, otherwise satisfies the FLSA's requirements.

7. Plaintiff and those similarly-situated employees, regularly, and on a recurring basis utilized and handled equipments, goods or materials manufactured and purchased from outside the State of Florida, or which originate from places outside the State of Florida and regularly used the instrumentalities of interstate commerce in their work.

8. Those similarly-situated employees are current and former employees who worked for Defendants, performed the same or similar duties as the Plaintiff and were not paid overtime wages for all of their hours worked.

9. By reason of the foregoing, the Employer is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in 29 U.S.C. §§ 203(r) and 203(s) and/or Plaintiff is within interstate commerce.

#### **PLAINTIFF'S EMPLOYMENT**

10. Plaintiff was employed by Defendants as an hourly paid employee from approximately September 2014 through March 2017. Plaintiff was paid \$11.00 an hour. The Defendant Corporation is in the business of wholesale distribution of general line groceries. Plaintiff was responsible for putting labels on products.

11. When employed by Defendants, Plaintiff worked approximately 5 to 6 days a week and his hours varied weekly. Plaintiff estimates as a matter of just and reasonable inference that during September 2014 through March 2017, he worked an average of 48 hours per week. Plaintiff reserves the right to amend his estimates of hours worked once he reviews Defendants' records. Throughout his employment, Defendants failed to pay Plaintiff the required overtime wages when he worked in excess of forty hours per week.

12. Plaintiff estimates his damages as follows:

**September 2014 through March 2017**

8 overtime hours per week x \$5.50 (half-time) = \$44.00 x 130 weeks = \$5,720.00.

**Estimated Total Overtime Wages Owed:** \$5,720.00 x 2 (liquidated) = \$11,440.00.

**COUNT I**  
**UNPAID OVERTIME WAGES AGAINST**  
**K B INTERNATIONAL TRADING CORP.**

13. Plaintiff re-alleges and re-avers paragraphs 1 through 12, as fully set forth herein.

14. The Defendant Corporation is in the business of wholesale distribution of general line groceries. Plaintiff was responsible for putting labels on products. Plaintiff worked for Defendant from approximately September 2014 through March 2017. Plaintiff worked an average of 48 hours per week and was paid \$11.00 an hour.

15. Plaintiff worked in excess of forty (40) hours per week during his employment with Defendant. At no time throughout his employment was Plaintiff ever paid the overtime rate of time-and-one-half the overtime hours he worked in excess of 40 per week. Plaintiff is entitled to be paid overtime wages at a rate of time-and-a-half the regular rate as required by the FLSA. Plaintiff requires obtaining the necessary records and information to determine the amount of overtime wages owed in this case.

16. The similarly-situated current and former employees are all those other employees who worked for Defendant and who were subjected to the same policies in that they were not paid the overtime rate required by the FLSA.

17. At all times material hereto, Defendant failed to comply with Title 29 U.S.C. §§ 201-219 and 29 C.F.R. § 516.2 and § 516.4 et seq. in that Plaintiff performed services and worked in excess of the maximum hours provided by the FLSA but no provision was made by

the Employer to properly pay him at the rate of time-and-one-half for all hours worked in excess of forty (40) per workweek, as provided in the FLSA.

18. Defendant knew and showed reckless disregard of the provisions of the FLSA concerning the payment of overtime wages as required by the Fair Labor Standards Act. Defendant failed to keep adequate time records as required by the FLSA. Defendant never paid Plaintiff the overtime rate, in violation of the FLSA. When Plaintiff regularly worked beyond his 40 hours a week, he was paid his regular hourly-rate. Defendant had knowledge that Plaintiff worked over 40 hours weekly, yet Defendant knowingly failed to pay its employees the required overtime rate, in violation of the FLSA. Defendant knew or should have known that the hours over 40 weekly were required to be paid at a rate of time-and-one-half. No valid reason exists for the denial of paying overtime wages.

19. Defendant willfully and intentionally failed to pay Plaintiff the required overtime rate because it knew that Plaintiff was working hours in excess of forty per workweek and made the conscious decision not to pay Plaintiff overtime wages.

20. Plaintiff has retained the law offices of the undersigned attorney to represent him in this action and is entitled to recover a reasonable attorney's fee.

WHEREFORE, Plaintiff requests compensatory and liquidated damages and reasonable attorney's fees and costs from the Defendant, K B INTERNATIONAL TRADING CORP., jointly and severally against the individual Defendant, pursuant to the Fair Labor Standards Act as cited above, to be proven at the time of trial for overtime owing from Plaintiff's entire employment period with Defendant, or as much as allowed by the Fair Labor Standards Act, whichever is greater, along with court costs. In the event that Plaintiff does not recover liquidated damages, then Plaintiff will seek an award of prejudgment interest for the unpaid

overtime, and any and all other relief which this Court deems reasonable under the circumstances.

**COUNT II**  
**UNPAID OVERTIME WAGE**  
**CLAIM AGAINST KENNETH BULHACK**

21. Plaintiff re-alleges and re-avers paragraphs 1 through 20, as fully set forth herein.

22. The individual Defendant, KENNETH BULHACK, has operational control over the Defendant corporation, and was directly involved in decisions affecting employee compensation and hours worked by employees, such as Plaintiff. He also managed the Defendant Corporation and supervised employees.

23. Plaintiff worked in excess of forty hours per week during his employment with Defendant. At no time throughout his employment with the Defendant, was Plaintiff ever paid the overtime rate of time-and-one-half for the hours he worked. Plaintiff is entitled to be paid overtime wages at a rate of time-and-a-half the regular rate as required by the FLSA for those hours in which he worked more than forty hours per week.

24. The similarly-situated current and former employees are all those other employees who worked for Defendant KENNETH BULHACK and were subjected to the same policies in that they were not paid the overtime rate required by the FLSA.

25. At all times material hereto, Defendant KENNETH BULHACK failed to comply with Title 29 U.S.C. § 201-219 and 29 C.F.R. § 516.2 and § 516.4 et seq. in that Plaintiff performed services and worked in excess of the maximum hours provided by the FLSA but no provision was made by KENNETH BULHACK to properly pay Plaintiff at the rate of time-and-one-half for all hours worked in excess of forty (40) per workweek as provided in the FLSA.

26. Defendant, KENNETH BULHACK knew and showed reckless disregard of the provisions of the FLSA concerning the payment of overtime wages as required by the Fair Labor Standards Act. Defendant, KENNETH BULHACK failed to keep adequate time records as required by the FLSA. Defendant never paid Plaintiff the overtime rate, in violation of the FLSA. When Plaintiff regularly worked more than 40 hours a week, he was paid his regular hourly-rate for the hours in excess of 40 per week. Defendant had knowledge that Plaintiff worked over 40 hours weekly, yet Defendant knowingly failed to pay Plaintiff the required overtime rate, in violation of the FLSA. Defendant knew or should have known that the hours over 40 weekly were required to be paid at a rate of time-and-one-half. No valid reason exists for the denial of paying overtime wages.

27. Plaintiff has retained the law offices of the undersigned attorney to represent him in this action and is entitled to recover a reasonable attorney's fee.

WHEREFORE, Plaintiff requests compensatory and liquidated damages and reasonable attorney's fees and costs from the individual Defendant KENNETH BULHACK, jointly and severally with the corporate Defendant, K B INTERNATIONAL TRADING CORP., pursuant to the Fair Labor Standards Act as cited above, to be proven at the time of trial for overtime owing from Plaintiff's entire employment period with Defendant, or as much as allowed by the Fair Labor Standards Act, whichever is greater, along with court costs. In the event that Plaintiff does not recover liquidated damages, then Plaintiff will seek an award of prejudgment interest for the unpaid overtime, and any and all other relief which this Court deems reasonable under the circumstances.

**JURY DEMAND**

Plaintiff demands trial by jury of all issues triable as of right by jury.

THE LAW OFFICES OF  
EDDY O. MARBAN  
1600 Ponce De Leon Boulevard, Suite 902  
Coral Gables, Florida 33134  
Telephone (305) 448-9292  
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By: s/Edilberto O. Marban  
EDDY O. MARBAN, ESQ.  
Fl. Bar No. 435960







JS 44 (Rev. 12/07)

### 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 THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**  
 YUNIESKY PADILLA, and others similarly-situated,

**(b)** County of Residence of First Listed Plaintiff Miami-Dade County  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorney's (Firm Name, Address, and Telephone Number)  
 Eddy O. Marban, Esq.  
 1600 Ponce De Leon Boulevard, Suite 902, Coral Gables, FL 33134

**DEFENDANTS**  
 K B INTERNATIONAL TRADING CORP., a Florida corporation and  
 KENNETH BULHACK, individually,

County of Residence of First Listed Defendant Broward County  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
 LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

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)

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other  <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

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

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Unpaid overtime wages, 29 U.S.C. 201-219.

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

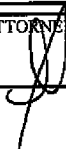
DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:  
 JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 06/14/2017

SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
CASE NO.

YUNIESKY PADILLA, and others  
similarly-situated,

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K B INTERNATIONAL TRADING  
CORP., a Florida corporation and  
KENNETH BULHACK,  
individually,

Defendants.

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**NOTICE OF CONSENT TO JOIN**

Plaintiff, YUNIESKY PADILLA, by and through his undersigned attorney, and hereby gives notice of his written Consent to Join.

I HEREBY CERTIFY that the foregoing Notice was served on Defendants together with the Summons and Complaint.

THE LAW OFFICES OF  
EDDY O. MARBAN  
1600 Ponce De Leon Boulevard, Suite 902  
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Telephone (305) 448-9292  
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E-mail: [marbanlaw@gmail.com](mailto:marbanlaw@gmail.com)

By: s/Edilberto O. Marban  
EDDY O. MARBAN, ESQ.  
Fl. Bar No. 435960

**CONSENT TO JOIN**

The undersigned, **YUNIESKY PADILLA**, pursuant to 29 U.S.C. 216(b), hereby consents to become a party plaintiff in this action.

  
\_\_\_\_\_  
**YUNIESKY PADILLA**

Date: 05/25/17

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [K B International Trading Sued Over Purported Wage Violations](#)

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