

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. \_\_\_\_\_-CIV-\_\_\_\_\_/\_\_\_\_\_

SALVADOR REYES, on behalf of himself  
and others similarly situated,

Plaintiff,

v.

A.A. & A FAST CONSTRUCTION LLC, a  
Florida Limited Liability Company, d/b/a  
AA&A PAINTING SERVICES, and  
VIRGINIA ORTIZ, individually,

Defendants.

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**COMPLAINT**

1. Plaintiff, SALVADOR REYES (hereinafter referred to as “Plaintiff”), is an individual residing in Palm Beach County, Florida.

2. At all times material to this Complaint, Defendant, A.A. & A FAST CONSTRUCTION LLC, a Florida Limited Liability Company d/b/a AA&A PAINTING SERVICES (hereinafter referred to as “AA&A”), has based its principal office in Lake Worth, Florida in Palm Beach County, within the jurisdiction of this Court, and has provided commercial painting and related services to customers throughout the State of Florida and in other locations and foreign States including but not necessarily limited to in Tennessee.

3. Defendant, VIRGINIA ORTIZ, has at all times material to this Complaint owned, managed, and/or operated AA&A and Defendant ORTIZ has regularly exercised the authority to hire and fire Plaintiff and Defendants’ other employees, determined the manner in which Plaintiff and Defendants’ other employees are compensated, determined how Plaintiff’s and Defendants’

other employees' hours worked are tracked or recorded, set the rates of pay of Plaintiff and Defendants' other employees, and controlled the finances and operations of AA&A. By virtue of such control and authority, Defendant ORTIZ is an employer of Plaintiff and the other similarly situated employees within the meaning of the Fair Labor Standards Act, 29 U.S.C. §203(d).

4. Plaintiff brings this action on behalf of himself and other current and former employees of AA&A and VIRGINIA ORTIZ (collectively referred to as "Defendants") for unpaid overtime compensation, liquidated damages, and the costs and reasonable attorneys' fees of this action under the provisions of the Fair Labor Standards Act ("FLSA"), as amended, 29 U.S.C. §216(b)<sup>1</sup> and Florida law.

5. At all times material to this Complaint, Defendants, AA&A and ORTIZ have acted in the interest of an employer within the meaning of 28 U.S.C. §203(d), toward Plaintiff and the other similarly situated employees, including without limitation directly or indirectly controlling the terms of employment and compensation of Plaintiff and the other employees similarly situated to him.

6. Jurisdiction is conferred on this Court by 29 U.S.C. §216(b) and 28 U.S.C. §1337 and §1367.

7. A substantial part of the events giving rise to this action, occurred in Palm Beach County, within the jurisdiction of the United States District Court for the Southern District of Florida.

8. At all times material to this Complaint, including but not necessarily limited to during the years 2013, 2014, 2015 and 2016, AA&A has had two (2) or more employees who have regularly sold, handled, or otherwise worked on goods and/or materials that had been moved in or

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<sup>1</sup> Attached hereto is a signed Consent to Join from Plaintiff REYES.

produced for commerce. In this regard, Plaintiff alleges based upon information and belief and subject to discovery, that at all times material to this Complaint, AA&A has employed two (2) or more employees who, *inter alia*, have regularly (a) handled and worked with painting tools such as paint brushes, rollers, spray paint guns, wall scrapers, putty knives, caulking gun, wire brush, pails and roller grid, disposable coveralls, specialty paint pads, ladders, scaffolds, all of which were goods and/or materials that were moved in or produced for commerce; (b) handled and worked with sandpaper, caulking, putty, spackling compound, primer, paint, masking tape, and plastic or canvas drop cloths, all of which were goods and/or material moved in or produced for commerce; (c) transacted business with customers across State lines, including but not limited to between the States of Florida and Tennessee; and (d) traveled in company vehicles to Defendants' customers' locations, which vehicles constitute goods and/or materials moved in or produced for commerce and which operated on gasoline that also constitute goods and/or materials moved in or produced for commerce.

9. Based upon information and belief, the annual gross sales volume of AA&A has been in excess of \$500,000.00 per annum at all times material to this Complaint, including but not necessarily limited to during the years 2013, 2014, 2015 and 2016.

10. At all times material to this Complaint, including but not necessarily limited to during the years 2012, 2013, 2014, 2015 and 2016, AA&A has constituted an enterprise engaged in interstate commerce or in the production of goods for commerce as defined by the FLSA, 29 U.S.C. §203(s).

11. At all times material to this Complaint between approximately July 2014 and September 2015, Plaintiff was himself individually engaged in interstate commerce within the meaning of the FLSA, 29 U.S.C. §207(a)(1), because, *inter alia*, Plaintiff regularly and directly

participated in the actual movement of persons and things in interstate commerce including but not necessarily limited to Plaintiff traveling from Florida to Tennessee with and for Defendants in order to complete painting work and related work assignments for Defendants at job sites in Nashville, Tennessee such as residential apartments.

12. During the three (3) year statute of limitations period between approximately July 2014 and September 2015, Plaintiff's primary duties for Defendants at various projects in Boynton Beach, Florida and Nashville, Tennessee were non-exempt in nature, consisting of: (a) cleaning and smoothing the surface of the area to be painted; (b) filling nail holes, cracks, and joints with caulk, putty, plaster, or other filler, using caulking gun and putty knife; (c) spreading drop cloths/plastic over floors or other surfaces with tape to protect surfaces during painting; (d) mixing primer, thinners, oils and paint; and (e) applying primer and paint with brushes, rollers or spray guns to the areas or surfaces to be painted.

13. At all times material to this Complaint, Defendants had knowledge that Plaintiff was a non-exempt employee within the meaning of the FLSA, not an independent contractor. More specifically, during the three (3) year statute of limitations period between approximately July 2014 and September 2015, the facts and circumstances of the work Plaintiff performed for Defendants in both Florida and Tennessee confirm that Plaintiff was an employee of Defendants under the law, including but not limited to under the FLSA, because:

(a) Plaintiff worked on a full-time, permanent basis for Defendants carrying out non-exempt painting duties and related manual labor for Defendants each work week;

(b) Plaintiff was wholly dependent on Defendants for earning his livelihood;

(c) Plaintiff had no opportunity for profit or loss dependent upon any managerial skill of Plaintiff;

(d) Defendants exercised direct and extensive control over the manner in which and times at which Plaintiff was required to perform work each day for Defendants;

(e) the duties Plaintiff carried out for Defendants on daily basis did not

require specialized skills; and

(g) the painting and related services Plaintiff carried out for Defendants' customers were an integral part of Defendants' business.

Accordingly, at all times material to this Complaint, Plaintiff was an "employee" of Defendants under the FLSA, 29 U.S.C. §203(e)(1).

14. During the three (3) year statute of limitations period between approximately July 2014 and September 2015, Plaintiff regularly worked in excess of Forty (40) hours per week for Defendants in numerous work weeks without compensation from Defendants at a rate of time and one-half of Plaintiff's applicable regular rates of pay for all of Plaintiff's overtime hours worked.

15. More specifically, during numerous work weeks between approximately July 2014 and September 2015, Plaintiff regularly worked Five (5) days per week for Defendants with start times ranging between approximately 5:00 a.m. and 7:00 a.m. and with stop times ranging between approximately 5:00 p.m. and 7:00 p.m. while working on various job sites for Defendants in Boynton Beach, Florida, regularly working approximately Fifty-Five (55) hours per week and subsequently while in Nashville, Tennessee, Plaintiff regularly worked Six (6) to Seven (7) days per week for Defendants with a start time of approximately 7:00 a.m. and a stop time of approximately 8:00 p.m.

16. Between approximately July 2014 and September 2015, Defendants paid Plaintiff (a) on a piece rate basis of \$180.00 to \$250.00 for each apartment painted by Plaintiff; and (b) on smaller projects, on an hourly basis at the rate of \$15.00 per hour, with average weekly compensation of approximately \$1,100.00/week but without time and one-half wages for all of Plaintiff's hours worked in excess of Forty (40) hours per week.

17. Likewise, not only did Defendants also fail to pay Plaintiff overtime wages required by law for each and every hour Plaintiff worked for Defendants during numerous work weeks

between approximately July 2014 and September 2015, but for the last two weeks of July 2015, and during the months of August 2015 and September 2015, Defendants failed to pay Plaintiff for any of the hours he worked for Defendants in Nashville, Tennessee, as Defendants issued checks totaling approximately \$12,000.00 which were rejected by the bank for insufficient funds and which were never replaced by Defendants despite Plaintiff's repeated requests.

18. The additional persons who may become Plaintiffs in this action are the current and former painters and other similarly situated non-exempt employees, however variously titled, who have worked for Defendants in one or more weeks between December 2013 and the present at any locations without being paid time and one-half wages for all of their actual hours worked in excess of Forty (40) hours per week during one or more work weeks within the three (3) year statute of limitations period. It is the intent of this collective action to apply to all similarly situated employees of Defendants regardless of location.

19. Defendants have not complied with the requirements of the Fair Labor Standards Act by, *inter alia*: (a) failing to maintain accurate time records of the actual start times, actual stop times, and actual total hours worked each week by Plaintiff and other similarly situated non-exempt employees, however variously titled, between December 2013 and the present as required by 29 C.F.R. §516.2(a); and (b) failing to pay time and one-half wages for *all* of the actual hours worked in excess of Forty (40) hours per week by Plaintiff and other similarly situated non-exempt employees in one or more weeks between December 2013 and the present.

20. At all times material to this Complaint, Defendants had knowledge of the actual hours worked in excess of Forty (40) hours per week by Plaintiff and other similarly situated non-exempt employees in multiple work weeks between December 2013 and the present, all of which work was for the benefit of Defendants. Nonetheless, Defendants knowingly and willfully failed

to compensate Plaintiff and the other similarly situated employees with time and one-half wages for all of their actual overtime hours worked, instead accepting the benefits of the work performed by Plaintiff and the others similarly situated to him without paying the overtime compensation required by the FLSA.

21. Based upon information and belief, Defendants have failed to maintain records of all of the actual start times, stop times, number of hours worked each day, and total hours actually worked each week by Plaintiff and the other similarly situated non-exempt employees, between December 2013 and the present.

22. The complete records concerning the compensation actually paid to Plaintiff and the other similarly situated employees between December 2013 and the present are in the possession, custody, and/or control of Defendants.

**COUNT I**  
**OVERTIME VIOLATIONS OF THE FAIR LABOR STANDARDS ACT**

Plaintiff, SALVADOR REYES, readopts and realleges the allegations contained in Paragraphs 1 through 22 above.

23. Plaintiff is entitled to be paid time and one-half of his applicable regular rate(s) of pay for each and every hour he worked for Defendants in excess of Forty (40) hours per work week during the three (3) year statute of limitations period between approximately July 2014 and September 2015.

24. During the three (3) year statute of limitations period, Plaintiff regularly worked: (a) an average of Fifty-Five (55) hours per week between approximately July 2014 and mid-May 2015; and (b) an average of Eighty-One (81) hours per week between mid-May 2015 and September 2015.

25. However, Defendants failed to pay Plaintiff time and one-half of his applicable regular rate(s) of pay for all of his actual hours worked in excess of Forty (40) hours per week and instead paid Plaintiff average weekly compensation of: (a) \$1,100.00/week and (b) no compensation at all for the work Plaintiff performed for Defendants between approximately mid-July 2015 and September 2015.

26. Subject to discovery, based upon Defendants owing Plaintiff:

(a) an average of Fifteen (15) overtime hours per week during Forty-Six (46) work weeks between July 2014 and mid-May 2015 at the half-time rate of \$10.00/hour [ $\$1,100.00/55 \text{ hours} = \$20.00/2 = \$10.00/\text{hour}$ ] Plaintiff's unpaid overtime wages during this time period total \$6,900.00 [ $\$10.00/\text{hour} \times 15 \text{ OT hours/week} \times 46 \text{ weeks} = \$6,900.00$ ];

(b) an average of Forty-One (41) overtime hours per week during Eight (8) work weeks between mid-May and mid-July 2015 at the half-time rate of \$6.79/hour [ $\$1,100.00/81 \text{ hours} = \$13.58/2 = \$6.79/\text{hour}$ ], Plaintiff's unpaid overtime wages during this time period total \$2,227.16 [ $\$6.79/\text{hour} \times 41 \text{ OT hours/week} \times 8 \text{ weeks} = \$2,227.16$ ]; and

(c) an average of Forty-One (41) overtime hours per week during Eleven (11) weeks between mid-July 2015 and September 2015 at the time and one-half rate of \$10.88/hour [Minimum Wage  $\$7.25/\text{hour} \times 1.5 = \$10.88/\text{hour}$ ], Plaintiff's unpaid overtime wages during this time period total \$4,904.63 [ $41 \text{ Unpaid OT hours/week} \times \$10.88/\text{hour} \times 11 \text{ weeks} = \$4,904.63$ ];

Plaintiff's unpaid overtime wages overall total \$14,031.79 [ $\$6,900.00 + \$2,227.16 + \$4,904.63 = \$14,031.79$ ].

27. All similarly situated current and former non-exempt employees who have worked in excess of Forty (40) hours per week for Defendants in one or more weeks between December 2013 and the present are also entitled to be paid time and one-half of their applicable regular rates of pay for each and every overtime hour they worked for Defendants but were not properly compensated for working on Defendants' behalf during any work weeks within the three (3) year statute of limitations period between December 2013 and the present.



28. At all times material to this Complaint, Defendants have had actual notice, including Defendant ORTIZ having personal knowledge, that Defendants' compensation practices did not provide Plaintiff and the other similarly situated non-exempt employees with time and one-half wages for all of their actual overtime hours worked between December 2013 and the present based upon, *inter alia*: (a) Defendants facilitating the creation, oversight, and administration of compensation practices, timekeeping practices, and employment policies governing Plaintiff and the other employees similarly situated to him which knowingly and willfully did not provide time and one-half compensation for all hours worked in excess of Forty (40) hours per week; and (b) Defendants' failure to maintain accurate records of the start times, stop times, and all of the actual hours worked by Plaintiff and the other similarly situated employees for Defendants as required by the Fair Labor Standards Act for each work week within the three (3) year statute of limitations period between December 2013 and the present.

29. By reason of the intentional, willful and unlawful acts of Defendants, all Plaintiffs (the named Plaintiff and those similarly situated to him) have suffered damages plus incurring costs and reasonable attorneys' fees.

30. Defendants did not have a good faith basis for their failure to pay time and one-half wages for all of the actual overtime hours worked by Plaintiff and Defendants' other non-exempt employees, as a result of which Plaintiff and the other similarly situated employees are entitled to the recovery of liquidated damages from Defendants pursuant to 29 U.S.C. §216(b).

31. Plaintiff has retained the undersigned counsel to represent him in this action, and pursuant to 29 U.S.C. §216(b), Plaintiff is entitled to recover from Defendants all reasonable attorneys' fees and costs incurred as a result of Defendants' violations of the FLSA.

32. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff, SALVADOR REYES, and any current or former non-exempt employees similarly situated to him who join this action as Opt-In Plaintiffs, demand judgment, jointly and severally, against Defendants, A.A. & A FAST CONSTRUCTION LLC, d/b/a AA&A PAINTING SERVICES, and VIRGINIA ORTIZ, for the payment of all unpaid overtime compensation, liquidated damages, reasonable attorneys' fees and costs of suit, and for all proper relief including prejudgment interest.

**COUNT II**  
**RECOVERY OF UNPAID WAGES UNDER FLORIDA LAW**

Plaintiff, SALVADOR REYES, readopts and realleges the allegations contained in Paragraphs 1 through 22 above.

33. During the months of approximately July 2015, August 2015, and September 2015, Plaintiff performed work for Defendants in Nashville, Tennessee for which he was not compensated, despite Defendants accepting the benefits of Plaintiff's work. More specifically, Defendants agreed to pay Plaintiff: (a) on a piece rate basis of \$180.00 to \$250.00 for each apartment painted by Plaintiff; and (b) on smaller projects, on an hourly basis at the rate \$15.00 per hour.

34. However, Defendants failed to pay Plaintiff at all for the work he performed during the last two weeks of July 2015, as well as during the months of August 2015 and September 2015 as a result of Defendants issuing checks totaling approximately \$12,000.00 which were rejected by the bank for insufficient funds and which were never replaced by Defendants despite Plaintiff's repeated requests for payment.

35. Pursuant to Florida law, Plaintiff is owed earned but unpaid wages and has suffered damages as a result of Defendants' refusal to pay all of Plaintiff's earned wages.

36. Plaintiff has retained the undersigned counsel and pursuant to F.S. §448.08, Plaintiff is entitled to recover all reasonable attorneys' fees and costs incurred as a result of Defendant's failure to pay Plaintiff's earned wages.

37. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff, SALVADOR REYES, demand judgment, jointly and severally, against Defendants, A.A. & A FAST CONSTRUCTION LLC, d/b/a AA&A PAINTING SERVICES, and VIRGINIA ORTIZ, for the payment of all unpaid wages and related damages, reasonable attorneys' fees and costs, and for all proper relief including prejudgment interest.

**JURY TRIAL DEMAND**

Plaintiff demands trial by jury on all issues so triable.

Dated: December 16, 2016

Respectfully submitted,

By: **s/KEITH M. STERN**  
Keith M. Stern, Esquire  
Florida Bar No. 321000  
E-mail: [employlaw@keithstern.com](mailto:employlaw@keithstern.com)  
Hazel Solis Rojas, Esquire  
Florida Bar No. 91663  
E-mail: [hsolis@workingforyou.com](mailto:hsolis@workingforyou.com)  
LAW OFFICE OF KEITH M. STERN, P.A.  
One Flagler  
14 NE 1st Avenue, Suite 800  
Miami, Florida 33132  
Telephone: (305) 901-1379  
Facsimile: (561) 288-9031  
Attorneys for Plaintiff

## CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s) AA & A Fast Construction LLC and Virginia Ortiz, as well as any related entities and individuals, to seek recovery for violations of the Fair Labor Standards Act (FLSA) pursuant to 29 U.S.C. §216(b) *et seq.*

2. I hereby designate the Law Office of Keith M. Stern, P.A. to represent me in bringing my FLSA claims and to make decisions on my behalf concerning the litigation and settlement of these claims. I agree to be bound by any adjudication by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s), or any other potentially responsible parties, to assert my FLSA claims and for this Consent Form to be filed in any such action.

Salvador Reyes

Printed Name

*Salvador Reyes*

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 NEXT PAGE OF THIS FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

**I. (a) PLAINTIFFS** SALVADOR REYES, on behalf of himself and others similarly situated

**DEFENDANTS**  
 A.A. & A FAST CONSTRUCTION LLC d/b/a  
 AA&A PAINTING SERVICES and VIRGINIA ORTIZ

**(b)** County of Residence of First Listed Plaintiff **Palm Beach County**  
 (EXCEPT IN U.S. PLAINTIFF CASES)

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

**(c)** Attorneys (Firm Name, Address, and Telephone Number)  
 LAW OFFICE OF KEITH M. STERN, P.A., 14 NE 1st Avenue, Suite 800, Suite 800, Miami, FL 33132, Telephone No.: (305) 901-1379

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.  
 Attorneys (If Known)

**(d)** Check County Where Action Arose:  MIAMI-DADE  MONROE  BROWARD  PALM BEACH  MARTIN  ST. LUCIE  INDIAN RIVER  OKEECHOBEE  HIGHLANDS

**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)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | <b>PTF</b>                 | <b>DEF</b>                 |   | <b>PTF</b>                 | <b>DEF</b>                 |
| 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 <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical 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"/> 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>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave 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"/> 465 Other Immigration Actions	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <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"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	FEDERAL TAX SUITS
<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"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Other:</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 <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<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))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (Place an "X" in One Box Only)  
 1 Original Proceeding  
 2 Removed from State Court  
 3 Re-filed (See VI below)  
 4 Reinstated or Reopened  
 5 Transferred from another district (specify)  
 6 Multidistrict Litigation  
 7 Appeal to District Judge from Magistrate Judgment  
 8 Remanded from Appellate Court

**VI. RELATED/ RE-FILED CASE(S)** (See instructions):  
 a) Re-filed Case  YES  NO  
 b) Related Cases  YES  NO

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

**VII. CAUSE OF ACTION** 29 U.S.C. 216 - Action for Unpaid Overtime Wages  
 LENGTH OF TRIAL via \_\_\_\_\_ days estimated (for both sides to try entire case)

**VIII. 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

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE  
 DATE December 16, 2016  
 SIGNATURE OF ATTORNEY OF RECORD s/Keith M. Stern

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SALVADOR REYES, on behalf of himself
and others similarly situated

Plaintiff(s)

v.

A.A. & A FAST CONSTRUCTION LLC d/b/a
AA&A PAINTING SERVICES and VIRGINIA ORTIZ

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) A.A. & A FAST CONSTRUCTION LLC
c/o Registered Agent, Virginia Ortiz
2880 Kirk Rd
Lake Worth, FL 33461

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:

Law Office of Keith M. Stern, P.A.
14 NE 1st Avenue, Suite 800
Miami, Florida 33132
Telephone: (305) 901-1379
Facsimile: (561) 288-9031
E-mail: employlaw@keithstern.com

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SALVADOR REYES, on behalf of himself
and others similarly situated

Plaintiff(s)

v.

A.A. & A FAST CONSTRUCTION LLC d/b/a
AA&A PAINTING SERVICES and VIRGINIA ORTIZ

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Virginia Ortiz
2880 Kirk Rd
Lake Worth, FL 33461

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:

Law Office of Keith M. Stern, P.A.
14 NE 1st Avenue, Suite 800
Miami, Florida 33132
Telephone: (305) 901-1379
Facsimile: (561) 288-9031
E-mail: employlaw@keithstern.com

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk



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Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Florida Construction Company Hit with Lawsuit from Employee](#)

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