

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
KEY WEST DIVISION**

CASE NO:

VALERIE VANDERBILT, and
all others similarly situated under
29 U.S.C. 216(b),

Plaintiff(s),

v.

BOAT BOTTOM EXPRESS LIMITED
LIABILITY COMPANY, a Florida
limited liability company, and
JEFFREY PEER, individually,

Defendants.

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

Plaintiff, VALERIE VANDERBILT (“Plaintiff”), pursuant to *29 U.S.C. § 216(b)*, and *26 U.S.C. § 7434*, files the following Complaint against Defendants, BOAT BOTTOM EXPRESS LIMITED LIABILITY COMPANY (“BBE”) and JEFFREY PEER (“PEER”), individually (collectively referred to hereinafter as “Defendants”), on behalf of herself, and all others similarly situated, and alleges:

INTRODUCTION

1. Defendants have engaged in an intentional and unlawful scheme to misclassify Plaintiff, and all others similarly situated, as independent contractors during all time periods pertinent to their employment. Defendants have required Plaintiff, and similarly situated individuals, to incur additional taxation, and in doing so, Defendants have defrauded the federal government. Defendants have also deprived Plaintiff, and all other employees

similarly situated, of federal overtime compensation during certain periods of their employment. This is an action arising under 29 U.S.C. §§ 201-216, and 26 U.S.C. § 7434 to recover all wages and damages owed to Plaintiff, and those similarly situated to Plaintiff, during the course of their employment, and to recover additional remedies pursuant to the laws of the State of Florida.

PARTIES

2. During all times material hereto, Plaintiff was a resident of Monroe County, Florida, over the age of 18 years, and otherwise *sui juris*.
3. During all times material hereto, Defendant, BBE, was a Florida limited liability company located and transacting business within Monroe County, Florida, within the jurisdiction of this Honorable Court. BBE operates its principal location at 26724 Old State Road 4A in Ramrod Key, Florida.
4. During all times material hereto, Defendant, PEER, was and is a resident of the Southern District of Florida and was managing member, owner, and operator of the Defendant company within Monroe County, Florida.
5. During all times material hereto, Defendant, PEER, was over the age of 18 years, and was vested with ultimate control and decision-making authority over the hiring, firing, pay practices for Defendant, BBE, during the relevant time period.
6. Defendant, BBE was Plaintiff's employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein.
7. Defendant, PEER, was also Plaintiff's employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein.

JURISDICTION AND VENUE

8. All acts and omissions giving rise to this dispute took place within Monroe County, Florida.
9. Defendant, BBE, is headquartered and regularly transacts business in Monroe County, Florida, and jurisdiction is therefore proper within the Southern District of Florida pursuant to *29 U.S.C. § 216(b)* and *28 U.S.C. §§ 1331 and 1337*.
10. Venue is proper within the Southern District of Florida pursuant to *29 U.S.C. § 216(b)* and *28 U.S.C. § 1391(b)*.
11. This Court has supplemental jurisdiction over state law claims arising under the laws of the State of Florida pursuant to *28 U.S.C. § 1367(a)*.

GENERAL ALLEGATIONS

12. Defendant, BBE, is a boat restoration service company based in Ramrod Key, Florida, that has been operating in the State of Florida since 2012.
13. According to its own website, BBE advertises itself to the South Florida community as providing:

Bottom Painting, Fiberglass Repair, Trailer Service, Restoration, Detailing & Repair, Fiberglass & Paint Supplies, and Boat and Equipment Sales.

See www.bottompaintinglowerkeys.com.

14. The website for BBE further states the following:

Rely on the experts at Boat Bottom Express for all of your painting needs. We offer unbeatable antifouling paint, which discourages the growth of algae, barnacles, mussels, and other marine life on the underwater portion of your boat. If your boat is wooden, it prevents marine borers as well... We offer you 45 years of experience and guarantee all of our work, so don't hesitate to contact us today.

See www.bottompaintinglowerkeys.com/bottom-painting/4348729

15. Based upon the content of its website, Defendant, BBE, advertises itself to the South Florida community as a provider of boat painting, repair, restoration, detailing, sales, and supplies.
16. Defendant, BBE, is not exempt from FLSA coverage.
17. Defendant, BBE, is covered under the FLSA through enterprise coverage, as BBE was engaged in interstate commerce during all pertinent times in which Plaintiff was employed. More specifically, BBE's business and Plaintiffs' work for BBE affected interstate commerce because the materials and goods that Plaintiff used on a constant and/or continuous basis moved through interstate commerce prior to or subsequent to Plaintiff's use of the same.
18. During her employment with Defendant, BBE, Plaintiff, and all other similarly situated employees, handled and worked with various goods and/or materials that have moved through interstate commerce, including, but not limited to: telephones, cellular telephones, paper, pens, computer equipment, office furniture, boating vessels, cash, folders, automobiles, and deposit slips.
19. Defendant, BBE, also regularly employed two (2) or more employees for the relevant time period, who handled goods or materials similar to those goods and materials handled by Plaintiff, or regularly and recurrently used the instrumentalities of interstate commerce, or the mails, thus making Defendant, BBE's business an enterprise covered by the FLSA.
20. Plaintiff, herself, was regularly and recurrently engaged in using the instrumentalities of commerce such that she is subject to individual coverage under the FLSA.

21. Upon information and belief, Defendant, BBE, grossed or did business in excess of \$500,000.00 during the years of 2015, 2016, 2017, and is expected to gross in excess of \$500,000.00 in 2018.
22. Plaintiff was hired as a non-exempt employee of Defendant, BBE, and Defendant, PEER, within the meaning of the FLSA.
23. Plaintiff began working as a non-exempt employee for Defendants, BBE and PEER on or about October 23, 2017.
24. Defendant, PEER, maintained control over the day-to-day operations of BBE, including the payroll policies, hiring, firing, and scheduling duties.
25. Defendant, PEER, was managing member, owner, and operator of Defendant, BBE, and controlled the company's payroll practices, and was vested with ultimate decision-making authority for Defendant, BBE.
26. Plaintiff was employed by Defendant, BBE, as an administrative assistant and was initially paid on an hourly basis at the regular hourly rate of \$16.00 per hour.
27. During the first month of her employment, Plaintiff was required to work an average of ten and a half (10.5) hours per day six (6) days a week.
28. Additionally, Plaintiff was required to be on call one to two (1-2) hours each night of the week.
29. Defendants, BBE and PPE failed to keep or maintain adequate time records for Plaintiff and other similarly situated individuals.
30. After the first month of her employment, Plaintiff's compensation was raised to \$1,000.00 per week and Plaintiff began assisting with staffing, scheduling, hiring, firing, counseling, training, inventory control, insurance claims, quick-books, customer follow up, marketing,

picking up employees who needed rides to work, feeding Defendant, PEER'S cats in the mornings, and chauffeuring PEER to and from local bars in the area.

31. Plaintiff worked for Defendant, BBE, from on or about October 23, 2017, through on or about October 11, 2018, when she was terminated from her employment.

Overtime Compensation Owed to Plaintiff

32. Plaintiff's agreed regular hourly rate during her initial employment period was \$16.00 per hour.

33. During the first month of her employment, Plaintiff worked an average of sixty-three (63) hours each week and was only compensated \$16.00 per hour for the first forty (40) hours of her employment.

34. During this initial employment period worked by Plaintiff, Defendants BBE and PEER paid Plaintiff a \$16.00 an hour for the first forty (40) hours *regardless* of the number of hours Plaintiff actually worked.

35. Defendants, BBE and PEER, failed to pay plaintiff one-and-one-half times her regular hourly rate for any hours worked in excess of forty (40) in any given workweek.

36. Accordingly, during this initial employment period, Plaintiff is owed time-and-one-half her regular hourly rate in the amount of \$24.00 per hour for twenty-three (23) hours per week for four (4) weeks.

37. In total, during the initial employment period of the first four (4) weeks, Plaintiff is entitled to recover \$552.00 per week for a total of \$2,208.00 in unliquidated damages.

38. However, Defendants' actions were intentional and/or willful and Plaintiff is therefore entitled to an additional amount of liquidated (double) damages for wages in the amount of \$2,208.00.

Unlawful Misclassification as Independent Contractor

39. On or about November 2017, following the destruction left by Hurricane Irma, BBE began to benefit from an influx of boat work and sales in the Florida Keys and surrounding area.
40. As a result of this additional work, projected gross sales for BBE in 2017 were expected at or near \$1,000,000.00
41. Due to this influx of work, on or about November 17, 2017, nearly one (1) month after hiring Plaintiff, Defendants assigned Plaintiff additional duties and began to compensate Plaintiff at salaried rate of \$1,000.00 per week.
42. In addition to the \$1,000.00 per week, Defendants made an agreement to compensate Plaintiff 7% of all revenue brought in after the time on which Plaintiff became a salaried employee.
43. During this time period, Defendants, BBE and PEER, continued to maintain full control, direction, and discretion over the work responsibilities and duties performed by Plaintiff.
44. After being moved to a salaried position, Plaintiff had access to Defendants' financial records and learned that Defendants had not filed taxes since 2014.
45. Plaintiff consulted with a Certified Public Accountant and learned that Defendants were improperly compensating Plaintiff as an independent contractor instead of an employee.
46. Plaintiff advised Defendants that she was not an independent contractor and should not be compensated as such and Plaintiff even recommended that Defendants consult with a Certified Public Accountant in order to properly designate Plaintiff and others within the company as required by federal law, and to otherwise get their financial affairs in order.
47. Defendants, BBE and PEER, ignored these repeated attempts by Plaintiff to cure these violations of federal law.

48. Defendants continued to compensate Plaintiff and other employees as independent contractors thus requiring Plaintiff to incur additional tax penalties from the IRS.
49. Near the end of September 2018, Defendants received a letter from the Florida Department of Revenue for unpaid sales tax.
50. As a result of receiving this notification, Defendants immediately instructed Plaintiff to identify and compile a list of customers who had paid BBE cash for services rendered so that any related documents could be shredded and/or destroyed.
51. Plaintiff objected to this directive and advised Defendants that she would take no part in unlawful activity.
52. After Plaintiff refused to participate in unlawful activity of destroying these documents, Defendant, PEER, instructed Plaintiff to leave any such files on his desk.
53. The next day, these documents went missing.
54. Less than four (4) weeks after Plaintiff refused to destroy the above-referenced documents, on or about October 11, 2018, one of Defendant, PEER's friends, Judith Warzecha ("Ms. Warzecha") visited the BBE office.
55. Defendant, PEER, had previously identified Ms. Warzecha as a "mentor" and individual who assists him with his business practices.
56. On or about October 11, 2018, Ms. Warzecha demanded that Plaintiff: (i) turn over her company cellphone; (ii) turn over her company keys; (iii) turn over her keys to the company truck; and (iv) turn over the BBE client book.
57. Ms. Warzecha then terminated Plaintiff on behalf of Defendants, BBE and PEER.
58. Ms. Warzecha demanded that Plaintiff leave the premises immediately and instructed Plaintiff that she is no longer permitted on the premises and advised Plaintiff as follows:

“Jeff is disappointed in you and you should keep your mouth shut and think about the consequences.”

59. When Plaintiff returned to the office to retrieve her personal belongings and her own personal Macbook laptop computer, the computer was missing and nowhere to be found.¹

60. Overtime payments and commission payments to Plaintiff remain due and owing.

61. Defendants, BBE, and PEER, were either recklessly indifferent as to the overtime requirements under federal law, or, in the alternative, *intentionally violated federal law* so that the Defendants could avoid having to pay Plaintiff her lawful (and hard-earned) wages.

62. As a result of these violations of federal law, Plaintiff has had retain the undersigned counsel to prosecute these claims and is therefore entitled to an award of reasonable attorney’s fees and costs under the FLSA.

COUNT I – FEDERAL OVERTIME WAGE LAW VIOLATIONS – 29 U.S.C. § 207
(against All Defendants)

63. Plaintiff re-avers and re-alleges Paragraphs 1 through 62 above, as though fully set forth herein.

64. Plaintiff alleges this action pursuant to the Fair Labor Standards Act, 29 U.S.C. 216(b).

65. Plaintiff is entitled to: (i) time-and-one-half overtime wages; and (iii) liquidated damages pursuant to the FLSA.

66. Plaintiff seeks recovery of damages as referenced above and further seeks interest, costs, and attorneys’ fees pursuant to 29 U.S.C. 216(b).

WHEREFORE, Plaintiff, VALERIE VANDERBILT, demands judgment against Defendants, BOTTOM BOAT EXPRESS LIMITED LIABILITY COMPANY, and JEFFREY PEER,

¹ Likewise, Plaintiff has not been permitted to retrieve a 1977 Mako boating vessel which is currently in the possession of BBE for repairs and maintenance.

individually, and respectfully requests that she be awarded the following relief: (a) unliquidated damages to be paid by the Defendants jointly and severally; (b) liquidated damages to be paid by the Defendants jointly and severally; (c) reasonable attorney's fees and costs to be paid by the Defendants jointly and severally; and any and all such further relief as may be deemed just and reasonable under the circumstances.

COUNT II – VIOLATION OF 26 U.S.C. § 7434
(Against All Defendants)

67. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 62 as though set forth fully herein.

68. During the time period in which Plaintiff was employed by BBE, Plaintiff was improperly characterized as an independent contractor rather than an employee so that BBE could intentionally avoid complying with Federal and state laws including, but not limited to the failure to pay Federal payroll taxes and state unemployment taxes.

69. Defendants, PEER and BBE, willfully issued Plaintiff a 1099-MISC during her employment even though the economic realities of the employment relationship demonstrate that Plaintiff was an employee of BBE and **not** an independent contractor.

70. The 1099-MISC issued by Defendants constitutes a fraudulent information.

71. Defendants willfully filed this fraudulent information return with respect to Plaintiff's compensation during her employment in bad faith so that they could avoid the imposition of additional taxation.

72. As a result of Defendants' conduct, Plaintiff has incurred additional taxes that should otherwise have been paid by Defendants.

73. Plaintiff is accordingly owed the greater of \$5,000.00 or the sum of actual damages sustained by Defendants' unlawful conduct.

74. During Plaintiff's employment, she complained about BBE's refusal to abide by federal requirements and Defendants refused to change their practices in any conceivable way.

75. Plaintiff has retained the undersigned counsel to prosecute these claims and is therefore entitled to recover reasonable attorney's fees and costs.

WHEREFORE, Plaintiff, VALERIE VANDERBILT, demands judgment against Defendants, BOTTOM BOAT EXPRESS LIMITED LIABILITY COMPANY, and JEFFREY PEER, individually, and respectfully requests that she be awarded the following relief: (a) damages to be paid by the Defendants jointly and severally; (b) reasonable attorney's fees and costs to be paid by the Defendants jointly and severally; and any and all such further relief as may be deemed just and reasonable under the circumstances.

COUNT III – BREACH OF CONTRACT FOR UNPAID WAGES

76. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 62 as though set forth fully herein.

77. This is a Florida common law action for breach of contract for Defendants' failure to pay Plaintiff her due wages.

78. Defendant, BBE (through PEER), acting the course and scope of his employment as managing member of BBE, verbally agreed to pay Plaintiff an extra 7% of revenue per week from the commencement of Plaintiff's performance of additional job duties on or about November 2017 when Plaintiff began helping PEER run BBE. This amount was to be paid to Plaintiff in addition to the wages that Plaintiff was to be paid for her work as Defendants' employee.

79. Plaintiff fully performed her contractual duties overseeing the operation of BBE. However, Defendants failed to pay Plaintiff any of the wages Defendants had agreed to pay her.

Plaintiff is still owed these amounts plus interest from the dates that each payment to her was due.

80. Defendants breached their contract with Plaintiff for not paying her the promised wages in exchange for her services as an employee handling the operations of BBE.

81. As a direct and proximate result of Defendants' breach of contract, Plaintiff has suffered damages in an amount to be proven at trial, plus prejudgment interest.

WHEREFORE, Plaintiff, VALERIE VANDERBILT, demands judgment against Defendants, BOTTOM BOAT EXPRESS LIMITED LIABILITY COMPANY, and JEFFREY PEER, individually, and respectfully requests that she be awarded the following relief: (a) damages to be paid by the Defendants jointly and severally; (b) reasonable attorney's fees and costs to be paid by the Defendants jointly and severally; and any and all such further relief as may be deemed just and reasonable under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff, VALERIE VANDERBILT, hereby requests and demands a trial by jury on all appropriate claims.

Dated this 13th day of November, 2018.

Respectfully Submitted,

**USA EMPLOYMENT LAWYERS –
JORDAN RICHARDS, PLLC**
805 East Broward Blvd. Suite 301
Fort Lauderdale, Florida 33301
Ph: (954) 871-0050
Counsel for Plaintiff, Valerie Vanderbilt

By: /s/ Jordan Richards
JORDAN RICHARDS, ESQUIRE
Florida Bar No. 108372
MELISSA SCOTT, ESQUIRE
Florida Bar No. 1010123
jordan@jordanrichardspllc.com
melissa@jordanrichadrspplc.com
livia@jordanrichardspllc.com
jake@jordanrichardspllc.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document was filed via CM/ECF on this 13th of
November, 2018.

By: /s/ Jordan Richards, Esquire
JORDAN RICHARDS, ESQ.
Florida Bar No. 108372

SERVICE LIST:

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

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

I. (a) PLAINTIFFS VALERIE VANDERBILT, and all others
similarly situated under 29 U.S.C. 216(b),

DEFENDANTS BOAT BOTTOM EXPRESS LIMITED
LIABILITY COMPANY, and JEFFREY PEER,

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

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
USA Employment Lawyers - Jordan Richards PLLC, 805 E. Broward
Blvd. Suite 301 Fort Lauderdale, Florida 33301 (954) 871-0050

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)

- (For Diversity Cases Only)
- | | | | | | |
|---|------------------------------|------------------------------|---|------------------------------|------------------------------|
| Citizen of This State | <input type="checkbox"/> PTF | <input type="checkbox"/> DEF | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> PTF | <input type="checkbox"/> DEF |
| Citizen of Another State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Foreign Nation | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | | <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 | PERSONAL INJURY
<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
CIVIL RIGHTS
<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 | PERSONAL INJURY
<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
PERSONAL PROPERTY
<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
PRISONER PETITIONS
Habeas Corpus:
<input type="checkbox"/> 463 Alien Detainee
<input type="checkbox"/> 510 Motions to Vacate Sentence
Other:
<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"/> 625 Drug Related Seizure of Property 21 USC 881
<input type="checkbox"/> 690 Other
LABOR
<input 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
IMMIGRATION
<input type="checkbox"/> 462 Naturalization Application
<input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158
<input type="checkbox"/> 423 Withdrawal 28 USC 157
PROPERTY RIGHTS
<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 840 Trademark
SOCIAL SECURITY
<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))
FEDERAL TAX SUITS
<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<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 |

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 Transfer
 7 Appeal to District Judge from Magistrate Judgment
 8 Multidistrict Litigation - Direct File
 9 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:** _____

VII. CAUSE OF ACTION 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):
29 U.S.C. 207 - violation of federal overtime laws; 26 U.S.C. 7434 - misclassification of independent contractor

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

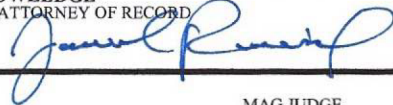
VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **CHECK YES only if demanded in complaint:**

JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE 11/13/2018

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY
RECEIPT #

AMOUNT

IFP

JUDGE

MAG JUDGE

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

UNITED STATES DISTRICT COURT

for the

VALERIE VANDERBILT, and all others similarly situated under 29 U.S.C. 216(b),

Plaintiff(s)

v.

BOAT BOTTOM EXPRESS LIMITED LIABILITY COMPANY, a Florida limited liability company, and JEFFREY PEER, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

BOAT BOTTOM EXPRESS LIMITED LIABILITY COMPANY
Attn: Registered Agent
2121 Fogarty Ave.
Key West, Florida 33040

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:

Jordan Richards, Esquire
USA Employment Lawyers - Jordan Richards PLLC
805 E. Broward Blvd. Suite 301
Fort Lauderdale, Florida 33301

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: 11/13/2018

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 _____.

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:

Print

Save As...

Reset

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

UNITED STATES DISTRICT COURT

for the

VALERIE VANDERBILT, and all others similarly situated under 29 U.S.C. 216(b),

Plaintiff(s)

v.

BOAT BOTTOM EXPRESS LIMITED LIABILITY COMPANY, a Florida limited liability company, and JEFFREY PEER, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

JEFFREY PEER
26724 Old State Road 4A
Ramrod Key, Florida 33042

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:

Jordan Richards, Esquire
USA Employment Lawyers - Jordan Richards PLLC
805 E. Broward Blvd. Suite 301
Fort Lauderdale, Florida 33301

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: 11/13/2018

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 _____.

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:

Print

Save As...

Reset

ClassAction.org

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