

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

KAREN DOSS
and all those similarly situated,

Plaintiffs,

CLASS REPRESENTATION
COLLECTIVE ACTION REPRESENTATION

Case No.

v.

CONNEXION POINT, LLC

Defendant.

COLLECTIVE ACTION COMPLAINT FOR VIOLATION OF THE FLSA AND
CLASS ACTION COMPLAINT FOR UNPAID WAGES

Plaintiff, Karen Doss, individually and on behalf of all others similarly situated, sues the above captioned Defendant, Connexion Point, LLC, for violations of the Fair Labor Standards Act and for violations of Florida Law and Breach of Contract for failing to pay earned but unpaid wages.

INTRODUCTION

1. Plaintiff Doss alleges on behalf of herself and other current and former sales representatives who elect to opt in to this action pursuant to 29 U.S.C. 216(b) that they are entitled to unpaid minimum wages due to the failure to pay complete wages over the last three years.
2. Plaintiff alleges, pursuant to Florida Rule of Civil Procedure 1.220, on behalf of herself and a class of other similarly situated current and former sales representatives of Defendant that they are entitled to unpaid wages under Florida Law and/or Breach of Contract for their unpaid wages due to the improper recording of employee hours worked.

3. Plaintiff, and those similarly situated, are entitled to their unpaid minimum wages plus an equal amount in liquidated damages, unpaid wages, and reasonable attorneys' fees and costs.
4. Plaintiff has made several attempts to resolve her pay issues with Defendant but has been completely ignored thus making this complaint necessary.

PARTIES

5. Plaintiff, Karen Doss, resides in Miami-Dade County, Florida. She began working for Defendant in May 2018. At all times relevant, she was employed within the meaning of the Fair Labor Standards Act and Florida Statute 448.07(1).
6. Defendant, Connexion Point, LLC, is a Utah Limited Liability Company with its principle place of business in Sandy, Utah.
7. Defendant offers services in the healthcare industry. In doing so, Defendant employed Plaintiff in the sales department.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 29 U.S.C. § 216(b) because this action raises a federal question under the Fair Labor Standards Act.
9. This Court has jurisdiction over the State Law claim pursuant to 28 USC §1367 since it is so related to the FLSA claim that it forms part of the same case or controversy
10. This Court has personal jurisdiction over Defendant because they have offices and perform their business in the state of Florida. Additionally, the events giving rise to this litigation occurred in this District.
11. Venue is appropriate in this Court under 28 U.S.C. § 1391(b) because Defendant transacts business in this District and because the acts forming the basis of this Complaint

occurred in this District.

FACTUAL ALLEGATIONS

A. Coverage under the Fair Labor Standards Act.

12. The Fair Labor Standards Act defines “employer” as a “person” who acts directly or indirectly in the interest of an employer in relation to an employee.¹
13. Courts have long afforded an expansive interpretation to the term “employer” to effectuate the broad remedial purposes of the Fair Labor Standards Act.²
14. Defendant was Plaintiff’s “employer” under the Fair Labor Standards Act because it paid Plaintiff an hourly wage to work for Defendant as a salesperson. Moreover, Defendant controlled the terms and conditions of employment by disbursing wages, setting work schedules, supervising conduct, reserving the right to terminate employment, and otherwise managing all conditions of employment.
15. Defendant employed more than two employees and generated more than \$500,000 in gross revenue in each of the three years preceding the filing of this action.
16. As such, Defendant is subject to enterprise coverage under the Fair Labor Standards Act and is therefore bound by its terms.
17. Additionally, Plaintiff is entitled to individual coverage under the FLSA as she regularly used the channels and instrumentalities of commerce in her work.

B. Coverage under Florida Law

18. Florida Statute 448.07(1) defines an employer as any person who employs two or more employees.

¹ 29 U.S.C. § 203(d).

² See, e.g., *Boucher v. Shaw*, 572 F.3d 1087, 1090 (9th Cir. 2009).

30. Defendant was aware of the provisions of the Fair Labor Standards Act governing minimum wage pay. Accordingly, it was aware of its obligation to properly compensate employees for all hours worked.
31. Defendant failed to consult an attorney to see if its minimum wage pay practices were consistent with the law.
32. Defendant failed to consult the department of labor to see if its minimum wage pay practices were consistent with the law.
33. Defendant's failure to pay employees at the correct rate as determined by law was willful and intentional.
34. Defendant failed to make a good faith effort to comply with the Fair Labor Standards Act's minimum wage provisions.
35. In willfully and intentionally refusing to pay Plaintiff at the minimum wage rate, Defendant violated the Fair Labor Standards Act.
36. The foregoing conduct constitutes willful violation of the Fair Labor Standards Act. Accordingly, Plaintiff is entitled to recover liquidated damages, in an amount equivalent to the amount of her owed minimum wages, under the Fair Labor Standards Act.

D. Defendants have failed to pay earned wages violating Florida Law and Implied Contracts

37. Defendant failed to compensate both Plaintiff and other similarly situated sales representatives for all of their hours worked.
38. Specifically, Plaintiff was not paid for several hours worked each week. She was only paid for hours in which she was logged into the computer system, even though these are not the only hours she worked.
39. Only paying sales representatives for the time they are logged into the computer system is

a companywide policy.

40. All sales representatives, including Plaintiff, entered into implied contracts with Defendant by agreeing to work for Defendant in exchange for agreed compensation.
41. Specifically, Plaintiff was to be paid \$15 per hour.
42. Plaintiff was not paid for 14.15 hours of work over a 4 week period.
43. Plaintiff is entitled to her earned but unpaid wages for her under-compensated pay periods.
44. Additionally, Plaintiff was entitled to commission pay on several sales of Medicare Advantage Plans. Each plan sale earned a \$40 commission. Plaintiff made 9 sales.
45. Plaintiff is owed \$360 in unpaid commission.
46. Further, Plaintiff had to take an AHIP exam upon her hire. This test cost \$120 and was to be reimbursed. It was not reimbursed.

COLLECTIVE ACTION ALLEGATIONS

47. Pursuant to 29 U.S.C. §206, Plaintiff seeks to prosecute her FLSA claim as a collective action on behalf of all persons who are or were formerly employed by Defendant at any time from three years prior to filing this Complaint until the entry of judgment in this case (the “Collective Action Period”), as sales representatives and other comparable positions with different titles, who were hourly employees within the meaning of the FLSA, who did not receive proper minimum wage compensation for all hours worked (the “Collective Action Class”).
48. The Collective Action Class is so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, and the facts on which the calculation of that number is dependent, are presently within the sole control of the

Defendant, upon information and belief, there are hundreds of potential members of the Collective Action Class during the Collective Action Period, most of whom would not be likely to file individual suits because they lack adequate financial resources, access to attorneys or knowledge of their claims.

49. Plaintiff will fairly and adequately protect the interests of the Collective Action Class and has retained counsel that is experienced and competent in the fields of wage and hour law and class action litigation. Plaintiff has no interest that is contrary to or in conflict with those members of this collective action.
50. A collective action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, inasmuch as the damages suffered by individual members of the Collective Action Class may be relatively small, the expense and burden of individual litigation make it virtually impossible for the members of the collective action to individually seek redress for the wrongs done to them. There will be no difficulty in the management of this action as a collective action.
51. Questions of law and fact common to the members of the collective action predominate over questions that may affect only individual members because Defendant has acted on grounds generally applicable to all members. Among the questions of law and fact common to Plaintiff and other members of the Collective Action Class are:
 - Whether Defendant employed members of the Collective Action Class within the meaning of the FLSA;
 - Whether Defendant compensated members of the Collective Action Class for all hours worked;

- Whether Defendant failed to pay members of the Collective Action Class the proper minimum wage rate for all of their hours worked, in violation of the FLSA and the regulations promulgated there under;
- Whether Defendant's violations of the FLSA are willful as that term is used within the context of the FLSA;
- Whether Defendant is liable for all damages claimed thereunder, including, but not limited to, unpaid wages, liquidated damages, interest, costs and disbursements, and attorneys' fees.

52. Plaintiff knows no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a collective action.

CLASS REPRESENTATION ALLEGATIONS

53. Plaintiff, Karen Doss, sues on her own behalf and on behalf of a class under Florida Rule of Civil Procedure 1.220(b)(1)(A) and (b)(2).
54. Plaintiff brings her Florida Law claim on behalf of all persons who were employed by Defendant at anytime within the last 4 years prior to filing this complaint, in the State of Florida, until the entry of judgment in this case (the "Class Period"), who have not been paid for all hours worked by them (the "Florida Class")
55. Although the precise number of such persons is unknown, the facts on which the calculation of that number is based are presently within the sole control of the Defendant.
56. The claims of Plaintiff are typical of the claims of the Class and a class action is superior to other available methods for fair and efficient adjudication of the controversy—particularly in the context of wage and hour litigation where individual plaintiffs lack the financial resource to vigorously prosecute a lawsuit in federal court against a defendant.

57. Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.
58. Plaintiff is committed to pursuing this action and has retained competent counsel experienced in wage and hour law and class action litigation.
59. Plaintiff has the same interests in this matter as all other members of this Class and Plaintiff's claims are typical of the Class.
60. There are questions of law and fact common to the Class which predominate over any questions solely affecting the individual members of the Class, including but not limited to:
 - Whether the Defendant employed the members of the Class within the meaning of Florida Law.
 - Whether Defendant failed and/or refused to pay the members of the class for all of their hours worked including commissions.
 - Whether Defendant is liable for all damages claimed hereunder, including, but not limited to, unpaid wages, interest, costs and disbursements, and attorney's fees; and
 - Whether Defendant should be enjoined from such violations of Florida Law in the future.

COUNT I - Unpaid Minimum Wages in Violation of the FLSA

61. Plaintiff, on behalf of all those similarly situated, re-alleges and fully incorporates paragraphs 1-52 as if fully stated here.
62. At all relevant times, Defendant was an "employer" under the Fair Labor Standards Act.
63. At all relevant times, Defendant employed Plaintiff and the Collective Action Class under the Fair Labor Standards Act.

64. Plaintiff and members of the Collective Action Class are consistently required by Defendant to work several hours per week without being paid a minimum wage.
65. Defendant does not pay members of the Collective Action Class at the proper minimum wage rate.
66. Accordingly, Plaintiff and members of the Collective Action Class have not received the proper compensation owed under the Fair Labor Standards Act.
67. Defendant's failure to pay Plaintiff at the minimum wage rate is a violation of 29 U.S.C. §§ 206 and 216(b).
68. Defendant willfully violates the Fair Labor Standards Act within the meaning of 29 U.S.C. § 255(a) by knowingly failing to pay Plaintiff and members of the Collective Action class the proper amount of minimum wage compensation.
69. As a direct and proximate result of Defendant's repeated violations of the Fair Labor Standards Act, Plaintiff and members of the Collective Action Class have suffered, and will continue to suffer, damages.

COUNT II - Unpaid Wages in Violation of Florida Law – Breach of Contract

70. Plaintiff and members of the Florida Class re-allege and fully incorporate Paragraphs 1-46 and 53-60 as if fully stated here.
71. At all relevant times, Defendant was an employer of Plaintiff and members of the Florida Class.
72. At all relevant times, Plaintiff and members of the Florida Class were employees of Defendant.
73. At all relevant times, Plaintiff and members of the Florida Class were in privity of contract with Defendant.

74. Under Florida Law, it is a breach of contract for an employer to not pay an employee for hours worked and/or compensation owed.
75. Defendant failed to pay Plaintiff and members of the Florida Class for all hours worked. This has left wages unpaid to Plaintiff and members of the Florida Class.
76. Defendant failed to pay Plaintiff and members of the Florida Class for unpaid commissions.
77. Defendant failed to pay Plaintiff and members of the Florida Class for unpaid reimbursements.
78. As a direct and proximate result of Defendant's breach of contract for failing to pay wages owed, failing to pay commissions, and failing to pay reimbursements, Plaintiff and members of the Florida Class have suffered, and will continue to suffer, damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, members of the Collective Action Class, and members of the Florida Class prays for the following relief:

79. An order of Judgment in their favor on all applicable counts against Defendant;
80. An order of Judgment that Defendant violated the Fair Labor Standards Act by failing to compensate members of the Collective Action Class at the minimum wage rate for each hour worked;
81. An order of Judgment that Defendant willfully violated the Fair Labor Standards Act, 29 U.S.C. § 206, and that Plaintiff and members of the Collective Class are therefore entitled to liquidated damages;
82. An order of Judgment that Defendant breached their implied contracts with their employees by failing to compensate Plaintiff and members of the Florida Class for all of

- their hours worked, their unpaid commissions, and unpaid reimbursements;
83. An order of Judgment for owed minimum wage compensation, an equal amount as liquidated damages, reasonable attorneys' fees, costs, and pre- and post-judgment interest, under 29 U.S.C. § 216 for Plaintiffs and members of the Collective Class;
84. An order of Judgment for owed but unpaid wages and reasonable attorney's fees and costs under Florida Statute 448.08 for Plaintiff and members of the Florida Class; and
85. Any other legal and equitable relief that this Court deems just and appropriate.

JURY DEMAND

Under Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands trial by jury on all questions of fact raised by this Complaint and on all other issues so triable.

Respectfully submitted this 23rd day of October, 2018, by: s/ R. Edward Rosenberg
R. Edward Rosenberg, Esquire
Fla. Bar No.: 88231
Email: rer@sorondorosenberg.com
Sorondo Rosenberg Legal PA
1825 Ponce de Leon Blvd. #329
Coral Gables, FL 33134
786.708.7550

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.)

I. (a) PLAINTIFFS

Karen Doss

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Sorondo Rosenberg Legal, PA 1825 Ponce de Leon Blvd. #329 786.708.7550

DEFENDANTS

Connexion Point, LLC

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.

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, PERSONAL INJURY, PERSONAL INJURY, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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 - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 USC 201 et. seq. Brief description of cause: Unpaid Minimum Wages and Regular Wages

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: October 23, 2018 SIGNATURE OF ATTORNEY OF RECORD: s/ R. Edward Rosenberg

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

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

UNITED STATES DISTRICT COURT
for the

Karen Doss

Plaintiff(s)

v.

Connexion Point, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) REGISTERED AGENTS INC.
3030 N ROCKY POINT DRIVE, STE 150A
TAMPA, FL 33607

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:

R. Edward Rosenberg, Esq.
Sorondo Rosenberg Legal, PA
1825 Ponce de Leon Blvd. #329
Coral Gables, FL 33134

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. 1

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:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Connexion Point Sued by Employee Over Alleged Off-the-Clock Work](#)
