

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.

MICHELLE LOMBARDO, on behalf of herself
and others similarly situated,

Plaintiff,

v.

NCL CORPORATION LTD., a Foreign Corporation,

Defendant.

COMPLAINT

1. Plaintiff, MICHELLE LOMBARDO (hereinafter referred to as “Plaintiff” and “LOMBARDO”), is an individual residing in Miami-Dade County, Florida.

2. Defendant, NCL CORPORATION LTD., a Foreign Corporation d/b/a NORWEGIAN CRUISE LINE, has at all times material to this Complaint owned and/or operated offices and one or more call center operations including in Miami-Dade County, Florida, within the jurisdiction of this Court.

3. Plaintiff brings this action on behalf of herself¹ and other current and former employees of Defendant similarly situated to her as “Personal Cruise Consultants,” a/k/a Sales Representatives, however variously titled, for overtime compensation and other relief under the Fair Labor Standards Act (“FLSA”), as amended, 29 U.S.C. §216(b). More specifically, this action is brought to recover from Defendant unpaid overtime compensation, liquidated damages, and the costs and reasonable attorneys’ fees of this action under the provisions of the FLSA, 29 U.S.C.

¹ Attached hereto is a signed Consent to Join from Plaintiff LOMBARDO.

§216(b), for Plaintiff and the other employees of Defendant similarly situated to her.

4. Defendant, NCL CORPORATION LTD., d/b/a NORWEGIAN CRUISE LINE, has at all times material to this Complaint owned and/or operated a business specializing in the sale and provision of cruise services with call center sales employees in one or more locations in Florida. It is the intent of this collective action to apply to all similarly situated non-exempt “Personal Cruise Consultants,” a/k/a Sales Representatives, of Defendant, however variously titled, regardless of location.

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

6. All of the events, or a substantial part of the events, giving rise to this action, occurred within the jurisdiction of the United States District Court for the Southern District of Florida.

7. At all times material to this Complaint, including but not necessarily limited to during the years 2015, 2016, 2017, and 2018, Defendant, NCL CORPORATION LTD., d/b/a NORWEGIAN CRUISE LINE, 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 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, NCL CORPORATION LTD., d/b/a NORWEGIAN CRUISE LINE, has employed two (2) or more employees who, *inter alia*, who have: (a) regularly worked on and sold cruise packages over the telephone for cruises outside the United States to customers in numerous States outside the State of Florida and across the United States; (b) regularly handled and worked on office equipment—including but not limited to computers, photocopier/scanner, printers, telephones—that were goods and/or materials moved in or produced for commerce; (c) regularly handled and worked with commercial office supplies—

including but not limited to paper, pens, staples, and folders—that were goods and/or materials moved in or produced for commerce; and (d) regularly processed and participated in credit card and electronic bank and/or transfers and transactions across Florida and other State lines throughout the United States.

8. Based upon information and belief, the annual gross sales volume of Defendant, NCL CORPORATION LTD., d/b/a NORWEGIAN CRUISE LINE, 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 2015, 2016, 2017, and 2018.

9. At all times material to this Complaint, including but not necessarily limited to during the years 2015, 2016, 2017, and 2018, Defendant, NCL CORPORATION LTD., d/b/a NORWEGIAN CRUISE LINE, 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).

10. Based upon information and belief more than twenty-five percent (25%) of Defendant, NCL CORPORATION LTD., d/b/a NORWEGIAN CRUISE LINE's, annual dollar volume of sales of goods and services are sales for resale and Defendant is not a “retail or service establishment” establishment within the meaning of the FLSA, 29 C.F.R. §779.313 & §779.331

11. In multiple work weeks during the three (3) year statute of limitations period between approximately November 2015 and January 2017, Plaintiff worked for Defendant as a non-exempt “Personal Cruise Consultant,” a/k/a Sales Representative, at Defendant's call center located at 8300 NW 33rd Street, Doral, Florida 33122, within the jurisdiction of this Court.

12. Plaintiff's primary job duties for Defendant as a non-exempt “Personal Cruise Consultant,” a/k/a Sales Representative, during the three (3) year statute of limitations period between approximately November 2015 and January 2017 consisted of making telemarketing calls

to book cruises and handle customer service issues while being required by Defendant to work towards productivity and revenue requirements which entailed, *inter alia*, Plaintiff making approximately 150 outbounds dials per day.

13. The additional persons who may become Plaintiffs in this action are Defendant's current and former non-exempt "Personal Cruise Consultants," a/k/a Sales Representatives, however variously titled, who have worked for Defendant in one or more weeks between January 2015 and the present without being paid time and one-half wages for all of their actual hours worked in excess of Forty (40) hours per week for Defendant.

14. Plaintiff regularly worked in excess of Forty (40) hours per week in one or more work weeks during her employment with Defendant within the three (3) year statute of limitations period between approximately November 2015 and January 2017.

15. More specifically, in numerous work weeks during the three (3) year statute of limitations period between approximately November 2015 and January 2017, Plaintiff regularly working as many as six (6) days per week with start and stop times that ranged between approximately 9:00 a.m. and 11:00 p.m., including Plaintiff working at times shifts that were scheduled between 11:00 a.m. and 8:00 p.m. but Plaintiff actually working past the scheduled "end time" as part of being Plaintiff being directed by Defendant to work additional hours until as late as midnight, along with weekend hours that were frequently four (4) hours per day—averaging approximately Sixty (60) hours per week.

16. During the three (3) year statute of limitations period between approximately November 2015 and January 2017, Defendant paid Plaintiff regular/base pay plus commissions in some work weeks, but Defendant failed to compensate Plaintiff at a rate of time and one-half of her applicable regular rates for all of Plaintiff's actual overtime hours worked during each week in

which Plaintiff worked overtime hours within the three (3) year statute of limitations period.

17. Subject to discovery of the complete compensation records and any time records in Defendant's possession, based upon Plaintiff being owed an average of Twenty (20) overtime hours per week from Defendant during a total of approximately Forty (40) weeks within the three (3) year statute of limitations period between approximately November 2015 and January 2017, if Plaintiff's unpaid overtime wages are found to be due and owing at a rate of approximately \$13.00/hour, Plaintiff's unpaid overtime wages total approximately \$10,400.00 [20 OT hours/week x \$13.00/hour x 40 weeks = \$10,400.00].

18. Likewise, the other employees of Defendant who are similarly situated to Plaintiff have regularly worked as "Personal Cruise Consultants," a/k/a Sales Representatives, however, variously titled, in excess of Forty (40) hours in one or more work weeks during their employment with Defendant within the three (3) year statute of limitations period between January 2015 and the present.

19. Based upon information and belief and the court records reflecting prior FLSA litigation brought against Defendant by other "Personal Cruise Consultants," a/k/a Sales Representatives, at all times material to this Complaint Defendant has failed to time and one-half wages for all of the actual overtime hours worked by Plaintiff and the other similarly situated "Personal Cruise Consultants," a/k/a Sales Representatives, for all of their actual overtime hours worked within the three (3) year statute of limitations period. Instead, in numerous work weeks between January 2015 and the present, Defendant has not complied with the requirements of the FLSA 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 "Personal Cruise Consultants," a/k/a Sales Representatives, however variously titled; and

(b) failing to pay all of the overtime compensation required by the FLSA for all of the actual hours worked in excess of Forty (40) hours per week by Plaintiff and other similarly situated non-exempt “Personal Cruise Consultants,” a/k/a Sales Representatives, however variously titled.

20. Based upon information and belief, Defendant failed to maintain time records of the all of the actual start times, actual stop times, actual hours worked each day, and total hours actually worked each week by Plaintiff and the other similarly situated “Personal Cruise Consultants,” a/k/a Sales Representatives, for Defendant for each and every work week during the statute of limitations period between January 2015 and the present, but records of some of the hours worked by Plaintiff and other similarly situated “Personal Cruise Consultants” are in the possession, custody, and/or control of Defendant.

21. Based upon information and belief, Defendant had knowledge of the hours worked in excess of Forty (40) hours per week by Plaintiff and the other similarly situated non-exempt “Personal Cruise Consultants,” a/k/a Sales Representatives, for the benefit of Defendant between January 2015 and the present, but Defendant nonetheless willfully failed to compensate Plaintiff and the other similarly situated “Personal Cruise Consultants,” a/k/a Sales Representatives, instead accepting the benefits of the work performed by Plaintiff and other employees without all of the overtime compensation required by the FLSA.

22. The complete records reflecting the base wages and commissions actually paid by Defendant to Plaintiff and the other similarly situated “Personal Cruise Consultants,” a/k/a Sales Representatives, between January 2015 and the present are in the possession, custody, and/or control of Defendant.

COUNT I
OVERTIME VIOLATIONS OF THE FAIR LABOR STANDARDS ACT

23. Plaintiff, MICHELLE LOMBARDO, readopts and realleges the allegations

contained in Paragraphs 1 through 22 above.

24. Plaintiff is entitled to be paid time and one-half of her applicable regular rates of pay for each hour she worked for Defendant in excess of Forty (40) hours per work week during the three (3) year statute of limitations period between approximately November 2015 and January 2017.

25. All similarly situated “Personal Cruise Consultants,” a/k/a Sales Representatives, of Defendant 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 Defendant but were not properly compensated for working for Defendant during any work weeks within the three (3) year statute of limitations period between January 2015 and the present.

26. Defendant has knowingly and willfully failed to pay Plaintiff and the other “Personal Cruise Consultants,” a/k/a Sales Representatives, similarly situated to her at time and one-half of their applicable regular rates of pay for all hours worked for Defendant in excess of Forty (40) per week between January 2015 and the present.

27. At all times material to this Complaint, Defendant had constructive and/or actual notice that Defendant’s compensation practices did not provide Plaintiff and the other non-exempt “Personal Cruise Consultants,” a/k/a Sales Representatives, with time and one-half wages for all of their actual overtime hours worked between January 2015 and the present based upon, *inter alia*: (a) other Sales Representatives having previously brought claims for unpaid overtime wages under the FLSA against Defendant on multiple occasions; and (b) Defendant knowingly failing to pay all of the overtime compensation required by the FLSA for all of the actual hours worked in excess of Forty (40) hours per week by Plaintiff and other similarly situated non-exempt “Personal Cruise Consultants,” a/k/a Sales Representatives, however variously titled.

28. By reason of the said intentional, willful and unlawful acts of Defendant, all Plaintiffs (the named Plaintiff and those “Personal Cruise Consultants,” a/k/a Sales Representatives, similarly situated to her who have worked for Defendant between January 2015 and the present) have suffered damages plus incurring costs and reasonable attorneys’ fees.

29. Defendant did not have a good faith basis for its failure to pay time and one-half wages for all of the actual hours worked by Plaintiff and the other similarly situated employees in one or more weeks during the three (3) year statute of limitations period between January 2015 and the present, as a result of which Plaintiff and those “Personal Cruise Consultants,” a/k/a Sales Representatives, similarly situated to Plaintiff are entitled to the recovery of liquidated damages from Defendant pursuant to 29 U.S.C. §216(b).

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

31. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff, MICHELLE LOMBARDO, and any current or former employees similarly situated to her who join this action as Opt-In Plaintiffs, demand judgment against Defendant, NCL CORPORATION LTD., 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.

JURY TRIAL DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: January 26, 2018

Respectfully submitted,

By: **s/KEITH M. STERN**
Keith M. Stern, Esquire
Florida Bar No. 321000
E-mail: employlaw@keithstern.com
Hazel Solis Rojas, Esquire
Florida Bar No. 91663
E-mail: 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), **NCL Corporation Ltd. d/b/a Norwegian Cruise Line**, 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.

Michelle Lombardo

Printed Name

Signature: Michelle Lombardo

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 MICHELLE LOMBARDO

DEFENDANTS NCL CORPORATION LTD.

(b) County of Residence of First Listed Plaintiff Miami-Dade (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, Keith M. Stern, Esq., 14 NE 1st Avenue, Suite 800, Miami, FL 33132, (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: [X] 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
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)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

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

Grid of categories for nature of suit: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, 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 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 [X] YES [] NO b) Related Cases [X] YES [] NO JUDGE: Hon. Judge Robert N. Scola DOCKET NUMBER: 16-20602

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 USC 216 - Action for Unpaid Overtime Wages

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: [X] Yes [] No

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

DATE January 26, 2018

SIGNATURE OF ATTORNEY OF RECORD s/Keith M. Stern

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

Southern District of Florida

MICHELLE LOMBARDO, on behalf of herself
and others similarly situated,

Plaintiff(s)

v.

NCL CORPORATION LTD.,
a Foreign Corporation.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NCL CORPORATION LTD.
c/o Registered Agent, Daniel Farkas
7300 Corporate Center Drive
Miami, Florida 33126

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:

Keith M. Stern, Esq.
14 N.E. 1st Avenue, Suite 800
Miami, Florida 33132
Tel: (305) 901-1379

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:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Employee Says NCL Corporation's Pay Practices Must Be Tossed Overboard](#)
