

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

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

JULIO A. TAVERAS, on behalf of himself  
and others similarly situated,

Plaintiff,

v.

ATLANTIC & PACIFIC ASSOCIATION  
MANAGEMENT, INC., a Florida Corporation,

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

1. Plaintiff, JULIO A. TAVERAS (hereinafter referred to as “Plaintiff”), is an individual residing in Miami-Dade County, Florida.

2. Defendant, ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC., is a Florida Corporation that at all times material to this Complaint has owned and operated a real estate company specializing in acquisitions, development, property management, and investments at more than 140 properties in different locations across the United States including in Florida—with Defendant’s headquarters in Bay Harbour Islands within Miami-Dade County—as well as in Georgia, Texas, and California.

3. Plaintiff brings this action on behalf of himself<sup>1</sup> and other current and former employees of ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. similarly situated to Plaintiff who have worked as non-exempt administrative office employees, however variously titled, for overtime compensation and other relief under the Fair Labor Standards Act

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<sup>1</sup> Attached hereto is a signed Consent to Join of JULIO A. TAVERAS.

("FLSA"), as amended, 29 U.S.C. §216(b). More specifically, this action is brought to recover from ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. 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. §216(b), for Plaintiff and the other non-exempt administrative office employees of ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC.

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

5. 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, Miami Division.

6. At all times material to this Complaint including but not necessarily limited to during the years of 2015, 2016, 2017, and 2018, ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. 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 including during the years 2015, 2016, 2017, and 2018, ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. has employed two (2) or more employees who, *inter alia*, have regularly: (a) sold, handled, or otherwise worked with keys, and fobs that are goods and/or materials that had been moved in or produced for commerce; (b) handled and worked with office equipment such as computers and telephones, and supplies such as paper, pens, U.S. Postal Service & FedEx shipping materials, all of which were goods and/or materials moved in or produced for commerce; and (c) processed and participated in electronic bank transfers and other financial electronic transactions across State lines between Florida, Georgia,

Texas, and California.

7. Based upon information and belief, the annual gross sales volume of ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. 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 of 2015, 2016, 2017, and 2018.

8. At all times material to this Complaint, including but not necessarily limited to during the years of 2015, 2016, 2017, and 2018, ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. has been 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).

9. In approximately May 2017, Plaintiff was hired by ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. as a non-exempt “Front Desk” employee based upon the rate of approximately \$12.00 per hour.

10. In numerous work weeks during the three (3) year statute of limitations period between approximately May 2017 and May 2018, Plaintiff worked for ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. as a non-exempt, hourly employee in positions known as “Front Desk” and “Administrative Assistant” in Defendant’s office at the Brickell Heights property located at 45/55 SW 9th Street, Miami, Florida 33130, with primary duties that were non-exempt in nature consisting of:

- (a) working at the front desk answering telephone and greeting residents and guests;
- (b) data entry of checks received and paid out to vendors and/or refunds to residents;
- (c) assisting residents on their parking assignments;
- (d) selling access fobs, sending out newsletters, and handling reservations for the amenities for both the East and West Towers;
- (e) accepting dry cleaning delivered for the building staff and residents; and
- (f) submitting office supplies orders and organize supplies upon delivery.

11. Between approximately May 2017 and May 2018, Plaintiff regularly worked in excess of Forty (40) hours per week for Defendant in numerous work weeks during his employment as a non-exempt, hourly employee for ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. in Miami-Dade County, Florida.

12. Likewise, the other employees of ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. who are similarly situated to Plaintiff have regularly worked as non-exempt administrative office employees, however, variously titled, in excess of Forty (40) hours in one or more work weeks during their employment with Defendant at numerous locations within the three (3) year statute of limitations period between October 2015 and the present without being paid time and one-half wages for all of their actual overtime hours worked for Defendant.

13. The additional persons who may become Plaintiffs in this action are ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC.'s current and former non-exempt administrative office employees, however variously titled, who have worked for Defendant at any location in one or more weeks between October 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 ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC.

14. Based upon information and belief, ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. has failed to pay time and one-half wages for all of the actual overtime hours worked by Plaintiff and other similarly situated non-exempt administrative office employees, however variously titled, during multiple work weeks within the three (3) year statute of limitations period between October 2015 and the present as a result of:

(a) Defendant's policy and/or practice of failing to maintain accurate time records of all of the hours worked by Plaintiff and other non-exempt employees including between approximately August 2017 and November 2017 while Plaintiff was transitioning between "Front Desk" and "Administrative Assistant" and not

crediting Plaintiff for all hours worked each week between August 2017 and November 2017; and

(b) Plaintiff and other similarly situated employees working during purported meal break periods because of, including but not necessarily limited to, Defendant's practice of not allowing Plaintiff and other non-exempt employees to leave the building during lunch breaks beginning in approximately December 2017 and instead having to perform duties for the benefit of Defendant.

15. More specifically, during the three (3) year statute of limitations period between approximately May 2017 and May 2018, Plaintiff regularly worked an average of Five (5) days per week as a non-exempt, hourly office administrative employee for ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. in Miami-Dade County, with start times as early as approximately 7:00 a.m. and stop times that ranged between approximately 5:00-6:00 p.m., with total hours on numerous weeks that ranged between approximately Forty-Five (45) and Fifty (50) hours per week.

16. However, Plaintiff alleges that ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. failed to pay him for an average of approximately: (a) Seven (7) uncompensated overtime hours per week during a total of approximately Ten (10) work weeks between approximately August 2017 and November 2017 as a result of Defendant failing to maintain accurate time records of all of his actual start times, stop times, and total hours worked; and (b) Two (2) uncompensated overtime hours per week during a total of approximately Nineteen (19) work weeks between approximately December 2017 and May 2018 as a result of Plaintiff performing work during purported meal break periods which were not compensated, such that based upon Plaintiff being owed time and one-half wages at the rates of approximately \$18.00/hour [ $\$12.00 \times 1.5 = \$18.00/\text{hour}$ ] and \$22.50/hour [ $\$15.00 \times 1.5 = \$22.50/\text{hour}$ ], Plaintiff's unpaid overtime wages total approximately \$2,115.00 [ $(\$18.00/\text{hour} \times 7 \text{ Unpaid OT hours/week} \times 10 \text{ weeks} = \$1,260.00) + (\$22.50/\text{hour} \times 2 \text{ Unpaid OT hours/week} \times 19 \text{ weeks} = \$855.00)$ ] (\$1,260.00

+ \$855.00 = \$2,115.00)].

17. Based upon information and belief, records of at least some of the start times, stop times, number of hours worked each day, and total hours worked each week by Plaintiff and ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC.'s other similarly situated non-exempt administrative office employees, however variously titled, between October 2015 and the present are in the possession, custody, and/or control of Defendant.

18. Based upon information and belief, ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. including but not necessarily limited to Defendant's General Managers, Jessica Rios and subsequently Stephen Walshe—to whom Plaintiff complained regarding his unpaid overtime hours—had knowledge of the full extent of the actual hours worked in excess of Forty (40) hours per week by Plaintiff and other similarly situated non-exempt administrative office employees for the benefit of ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. in on or more weeks between October 2015 and the present but Defendant willfully failed to compensate Plaintiff and all other similarly situated employees, instead accepting the benefits of the overtime work performed by Plaintiff and the others similarly situated to him without paying all of the overtime compensation required by the FLSA.

19. The complete records reflecting the compensation paid by ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. to Plaintiff and all other similarly situated non-exempt administrative office employees, however variously titled, at any location between October 2015 and the present are in the possession, custody, and/or control of Defendant.

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

20. Plaintiff, JULIO A. TAVERAS, readopts and realleges the allegations contained in Paragraphs 1 through 19 above.

21. Plaintiff is entitled to be paid time and one-half of his applicable regular rate(s) of pay for each hour he worked for ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. as a non-exempt administrative office employee in excess of Forty (40) hours per work week during the three (3) year statute of limitations period between approximately May 2017 and May 2018.

22. All similarly situated non-exempt administrative office employees, however variously titled, of ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. 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 at any location but were not properly compensated for working on Defendant's behalf during any work weeks within the three (3) year statute of limitations period between October 2015 and the present.

23. ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. has knowingly and willfully failed to pay Plaintiff and the other non-exempt administrative office employees, however variously titled, similarly situated to him 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 October 2015 and the present.

24. At all times material to this Complaint, ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. had constructive notice and/or actual knowledge that Defendant's compensation practices did not provide Plaintiff and other non-exempt administrative office employees, however variously titled, with time and one-half wages for all of their actual overtime hours worked between October 2015 and the present based upon, *inter alia*: (a) inaccurate time records of the start times, stop times, and total hours worked each week by Plaintiff and the other similarly situated employees; and (b) knowingly 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 employees, and instead failing to pay time and one-half wages for the overtime hours that ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. knew had been worked for the benefit of Defendant.

25. By reason of the said intentional, willful and unlawful acts of ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC., all Plaintiffs (the named Plaintiff and those employees similarly situated to him) have suffered damages plus incurring costs and reasonable attorneys' fees.

26. Based upon information and belief, at all times material to this Complaint, ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. 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 non-exempt administrative office employees, however variously titled, as a result of which Plaintiff and those similarly situated to him are entitled to the recovery of liquidated damages from Defendant pursuant to 29 U.S.C. §216(b).

27. 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 ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC. all reasonable attorneys' fees and costs incurred as a result of Defendant's violations of the FLSA.

28. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff, JULIO A. TAVERAS and any current or former employees similarly situated to him who join this action as Opt-In Plaintiffs, demand judgment against Defendant, ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC., 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: October 28, 2018

Respectfully submitted,

By: **s/KEITH M. STERN**  
Keith M. Stern, Esquire  
Florida Bar No. 321000  
E-mail: [employlaw@keithstern.com](mailto:employlaw@keithstern.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  
Attorney for Plaintiff

**CONSENT TO JOIN FORM**

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), Atlantic & Pacific Association Management, Inc., 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.

  
Julio A. Taveras (Sep 20, 2018)

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Julio A. Taveras

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 Julio A. Taveras DEFENDANTS Atlantic & Pacific Association Management, Inc.

(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) Keith M. Stern, Law Office of Keith M. Stern, P.A., 14 NE 1 Avenue, Suite 800, Miami, FL 333132, (305) 901-1379

(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) III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Grid for Basis of Jurisdiction and Citizenship of Principal Parties with checkboxes for U.S. Government Plaintiff/Defendant, Federal Question, Diversity, Citizen of This/Another State, Citizen or Subject of a Foreign Country, PTF/DEF boxes, and incorporated/principal place of business.

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions

Large grid for Nature of Suit with categories: 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 [X] 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 [X] NO b) Related Cases [ ] YES [X] NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION 29 USC 207 - Action for Unpaid Overtime Wages 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):

LENGTH OF TRIAL via 2 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: [X] Yes [ ] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE: October 28, 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

JULIO A. TAVERAS, on behalf of himself
and others similarly situated,

Plaintiff(s)

v.

ATLANTIC & PACIFIC ASSOCIATION
MANAGEMENT, INC., a Florida Corporation,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ATLANTIC & PACIFIC ASSOCIATION MANAGEMENT, INC.
c/o Registered Agent, Howard Cohen
1025 Kane Concourse, Suite 215
Bay Harbor Islands, Florida 33154

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.
Law Office of Keith M. Stern, P.A.
14 NE 1 Avenue, Suite 800
Miami, Florida 33132
(305) 901-1379
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:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Atlantic & Pacific Association Management Hit with Unpaid OT Lawsuit in Florida](#)

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