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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

2017 NOV 28 AM 9:51

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA, FLORIDA

LILLIE TRAVIS on her own  
behalf and others similarly situated,

Plaintiff,

8:17 cv 2851 T35 TGW

Case Number: \_\_\_\_\_

v.

SABER HEALTHCARE GROUP, LLC., d/b/a  
"The Crossings of Riverview",

Defendant.

\_\_\_\_\_ /

**COMPLAINT AND DEMAND FOR JURY TRIAL**

1. Plaintiff, was an employee of Defendant, a for profit corporation and brings this action for unpaid wages, liquidated damages, attorney fees/costs and other relief under the Fair Labor Standards Act, as amended, 29 U.S.C. § 201-216 (the "FLSA").

2. Plaintiff worked as an hourly worker for Defendant performing work as a resident aide.

3. Defendant is a foreign for profit corporation that operates and conducts business in, among others, Hillsborough County, Florida, and is therefore, within the jurisdiction of the Court.

4. Saber Healthcare Group, LLC., owns and operates skilled nursing facilities for residents/customers in need of medical care and supervision.

5. Defendant was founded in 2001 and is based in Bedford Heights, Ohio.

TGA-47348  
\$400

6. Defendant maintains locations in Florida, Indiana, North Carolina, Pennsylvania and Virginia. Defendant's principal address is 26691 Richmond Road, Bedford Heights, Ohio, 44146-1421.

7. Plaintiff worked for Defendant as a resident aide for approximately one year, from 2016 until 2017.

8. Defendant's key executives include George S. Repchick, who is a co-owner, president and partner of Defendant.

9. William I. Weisberg is also a key executive as well as co-owner and partner in Defendant's organization.

10. Plaintiff worked at Defendant's location 8451 U.S. Highway 301 South, Riverview, Florida 33578, which is advertised and held out the public as "The Crossings at Riverview".

11. Defendant is an EMPLOYER as defined by the FLSA and Defendant conducts interstate commerce, using telephones, highways and byways and products and supplies (that are used in connection with services provided to Defendant's customers) that do not originate from Florida.

12. In addition, Defendant uses materials and related items for third party customers (residents) and uses products from outside of the State of Florida to be consumed by Defendant's third party customers, who are composed of business and individuals domiciled in the State of Florida and also out of the State of Florida. Likewise, Defendant is an employer under 29 U.S.C. 1001-1140.

13. Plaintiff's duties involved interstate commerce, including but not limited to providing health care to patients who not exclusively Florida residents.

14. This action is brought under the FLSA to recover from Defendant, unpaid wages, liquidated damages, and reasonable attorneys' fees and costs.

15. The Court has jurisdiction over Plaintiff's claims as all material events occurred in Hillsborough County as a primary place, including those brought pursuant to 28 U.S.C. § 1337 and the FLSA.

16. At all material times relevant to this action, Defendant was an enterprise covered by the FLSA, and as defined by 29 U.S.C. § 203(r) and 203(s).

17. In fact, Defendant is an assisted living service provider that routinely conducts commerce both in and out of the State of Florida and which, upon information and belief has grossed over \$500,000.00 in revenue in the thirty-six months prior to the institution of this complaint.

18. At all material times relevant to this action, Plaintiff, in her capacity as a resident aide employee, was individually covered by the FLSA.

19. Plaintiff routinely dealt with the instrumentalities of commerce, including but not limited to telephones, computers, data transmission lines on behalf of both individuals.

20. Plaintiff did not exercise any substantial discretion in the exercise of her job duties from through her date of termination in September of 2017.

21. Plaintiff did not supervise more than two full-time employees.

22. Plaintiff did not have hire or fire authority.

23. Plaintiff did not direct the work of subservient employees. All decisions of this nature were made by Plaintiff's superiors.

24. At all times relevant to this action, Defendant failed to comply with 29 U.S.C. §§ 201-209, because Plaintiff performed services for Defendant for which no provisions were made by Defendant to properly pay Plaintiff for all hours worked during her employment.

25. In fact, Defendant failed to pay Plaintiff for all the hours Plaintiff worked for Defendant during Plaintiff's period of employment.

26. During their employment with Defendant, Plaintiff was not paid for all time worked during one or more work weeks.

27. Defendant employs multiple persons who work in a resident aid capacity and did employ more than four resident aides per shift.

28. Plaintiff was not treated any differently with respect to Defendant's employment policies during her employment with Defendant.

29. Defendant failed to pay Plaintiff for all of the hours that Plaintiff worked and the bulk of these hours are reasonably believed to constitute "overtime" hours at a rate of \$15.75 an hour.

30. Defendant failed, refused and/or neglected to keep accurate time records pursuant to 29 U.S.C. § 211(c) of Plaintiff's, and others similarly situated to her, true hours of work.

31. The amount of wages owed to Plaintiff is believed to be in excess of two-thousand dollars, when liquidated damages are included into the equation.

32. To the extent that relevant documents exist, such are believed to be in the exclusive possession of Defendant, however Defendant has not produced any documentation relating to this claim.

**COUNT I – RECOVERY OF UNPAID WAGES**

33. Plaintiff reincorporates and readopts all allegations contained within Paragraphs 1-32, above, including paragraphs 5 through 32 in particular.

34. Plaintiff is entitled to be paid their regular rate of pay for each hour worked per work week.

35. During their employment with Defendant, Plaintiff regularly worked hours for each week and were not paid even minimum wages for said time.

36. As a result of Defendant's intentional, willful, and unlawful acts in refusing to pay Plaintiff for each hour worked work week in one or more work weeks, Plaintiff has suffered damages plus incurring reasonable attorneys' fees and costs.

37. As a result of Defendant's willful violation of the FLSA, Section 206, Plaintiff is entitled to payment of the unpaid wages and liquidated damages under the FLSA.

38. Plaintiff demands a trial by jury.

WHEREFORE, Plaintiff demands judgment against Defendant, including, but not limited to, reimbursement of an amount equal to the loss of wages and liquidated damages as well as attorney fees and costs and such other further relief as this Court deems just and proper.

**s/W. John Gadd**  
W. John Gadd, Esq.  
Fl Bar Number 463061  
Bank of America Building  
2727 Ulmerton Rd. Ste. 250  
Clearwater, FL 33762  
Tel – (727)524-6300

Email – [wjg@mazgadd.com](mailto:wjg@mazgadd.com)

/s/Kyle J. Lee

Kyle J. Lee, Esq.

1971 West Lumsden Road, Suite 303

Brandon, Florida 33511

FLBN: 105321

(813) 343-2813

[kyle@kyleleelaw.com](mailto:kyle@kyleleelaw.com)

11/28/2017

Florida Middle Civil Cover Sheet

JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA**

**CIVIL COVER SHEET**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law.

**Plaintiff(s):**

First Listed Plaintiff:

Lillie Travis ;

County of Residence: Outside This District

**Defendant(s):**

First Listed Defendant:

SABER HEALTHCARE GROUP, LLC ;

County of Residence: Outside This District

**County Where Claim For Relief Arose: Hillsborough County**

**Plaintiff's Attorney(s):**

Attorney W. John Gadd (Lillie Travis)

Law Office of W. John Gadd

2727 Ulmerton Road

Clearwater, Florida 33762

Phone:

Fax:

Email:

Attorney Kyle James Lee

Lee Law PLLC

1971 West Lumsden Road, Suite 303

Brandon, Florida 33511

Phone: 8133432813

Fax: 8133432813

Email: kyle@kyleleelaw.com

**Defendant's Attorney(s):**

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**Basis of Jurisdiction:** 3. Federal Question (U.S. not a party)

**Citizenship of Principal Parties (Diversity Cases Only)**

Plaintiff: N/A

Defendant: N/A

**Origin:** 1. Original Proceeding

**Nature of Suit:** 710 Fair Labor Standards Act

**Cause of Action:** 29 USC 201, et. seq. unpaid wages

**Requested in Complaint**

**Class Action:** Not filed as a Class Action

**Monetary Demand (in Thousands):**

**Jury Demand:** Yes

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Resident Aide Claims Saber Healthcare Group Failed to Pay Wages for All Hours Worked](#)

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