

Filing # 68367718 E-Filed 02/23/2018 10:12:21 AM

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR MARION COUNTY, FLORIDA**

**BRYAN VINCENT and  
COURTNEY LOPEZ-CHAVES,  
individually and on behalf  
of all others similarly situated,**

**Plaintiffs,**

v.

Case No.: \_\_\_\_\_

**AMY SANDERS,  
SHAD SANDERS,  
and CENTRAL FLORIDA  
SURFACES, INC.,**

**Defendants.**

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**COMPLAINT**

**Preliminary Statement**

1. This is a collective and class action brought by Individual and Representative Plaintiffs, Bryan Vincent and Courtney Lopez-Chaves ("Plaintiffs" or "Class Representatives"), on their own behalf and on behalf of those similarly situated and Plaintiffs who have "opted-in" to this matter. Plaintiffs, Opt-In Plaintiffs, and the Putative Collective Class members are or were employed jointly by Defendants Amy Sander, Shad Sanders and/or Central Florida Surfaces, Inc. (hereinafter referred to as "CFS" or

"Defendants") and are or were denied overtime pay required by federal wage and hour laws. These employees are similarly situated under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b).

2. The Putative Collective Class is made up of all persons who are, have been, employed by Defendants as "construction workers" during the applicable statutory period.

3. During the applicable statutory period, Defendants failed to pay overtime compensation to each member of the class as required by federal law. Plaintiffs seek relief for the Opt-In Plaintiffs and Collective Class under the FLSA to remedy Defendants' failure to pay appropriate overtime compensation.

4. Plaintiffs Vincent and Lopez-Chaves also had their rights under the FLSA violated when they were terminated from their employment as a direct and proximate result of their efforts to seek proper overtime pay and filing a complaint with Defendants regarding their improper payment of overtime wages. Such a retaliatory discharge is a violation of the FLSA, 29 U.S.C. §215(a)(3).

### **Jurisdiction and Venue**

5. This Court has jurisdiction to hear this Complaint and to adjudicate the claims stated herein as the amount in controversy exceeds

\$15,000.00, exclusive of interest, costs, and attorney's fees. This action being brought under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") which allows the filing of a claim in state court of competent jurisdiction.

6. Venue is proper in this Court because the Defendants transact business in Marion County, Florida and Plaintiffs (including the putative class) worked for Defendants in Marion County, Florida.

#### **Parties**

7. Defendant Amy Sanders is an adult and President, Vice-President, Secretary, Treasurer, and a director of Defendant Central Florida Surfaces, Inc.. In this capacity, she has direct and indirect control over the financial operations and pay practices of CFS and is directly responsible for the failure of CFS to pay proper overtime pay the Plaintiffs, Opt-In Plaintiffs, and the Putative Class of Plaintiffs. Amy Sanders participated in and sanctioned the willful scheme to pay Plaintiffs, Opt-In Plaintiffs, and the Purported Class cash "straight time" for all hours worked in excess of forty (40) in a work week.

The first forty (40) hours were paid to Plaintiffs, Opt-In Plaintiffs, and the Putative Class by an employee leasing company which allowed Defendants to "borrow servants" to perform work for Defendants. Defendant

paid the employee leasing company based on the number of hours of work performed by Plaintiffs.

Defendant Amy Sanders' place of work is located 2621 SW 17<sup>th</sup> Road, Ocala, Florida.

8. Defendant Shad Sanders is an adult and Chief Operating Officer of Defendant Central Florida Surfaces, Inc.. In this capacity, he has direct and indirect control over the financial operations and pay practices of CFS and is directly responsible for the failure of CFS to pay proper overtime pay the Plaintiffs, Opt-In Plaintiffs, and the Putative Class of Plaintiffs. Shad Sanders participated in and sanctioned the willful scheme to pay Plaintiffs, Opt-In Plaintiffs, and the Purported Class cash "straight time" for all hours worked in excess of forty (40) in a work week.

Defendant Shad Sanders' place of work is located at 2621 SW 17<sup>th</sup> Road, Ocala, Florida.

9. Defendant Central Florida Surfaces, Inc. ("CFS") is a "Florida Profit Company" which operates in Marion County at 2621 SW 17<sup>th</sup> Road, Ocala, Florida. CFS is a covered enterprise under the FLSA because it operates in interstate commerce by, among other things, using construction materials and supplies which have come into the State of Florida through

interstate commerce; using interstate banking; using interstate communications such as telephone, internet and facsimile.

10. Defendant CFS's gross annual sales made or business done have been in excess of \$500,000.00 at all relevant times.

11. At all relevant times, Defendants are, or have been, "employers" engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203(d).

12. Each Plaintiff is an adult resident of the State of Florida and has been employed by Defendants as a "construction worker" or similar title at times during the three (3) years prior to the filing of this Complaint, and was employed by the Defendants while Defendant CFS conducted business in this district and division. Plaintiffs are "employees" of Defendants within the meaning of the FLSA.

13. Similarly, situated employees may seek to join this case by executing an "Opt-In Form" which will be filed with the court. Employees who file such forms are "Opt-In Plaintiffs." The FLSA allows similarly situated plaintiffs to join a collective action by filing Opt-In Forms. The "Opt-In Forms" for Plaintiffs Vincent and Lopez-Chaves are attached hereto as composite Exhibit #1.

### **Factual Allegations**

14. At all times relevant herein, Defendants operated a willful scheme to deprive their construction workers, including Plaintiffs, Opt-In Plaintiffs, and members of the Putative Collective Class, overtime compensation in violation of the FLSA.

15. Defendants contracted with an employee leasing company to borrow their servants to perform work for Defendants. The employee leasing company paid the wages of Plaintiffs, Opt-In Plaintiffs and the Putative Class for the first forty (40) hours of labor in a work week. Plaintiffs, Opt-In Plaintiffs and the Putative Class were then paid by Defendants "straight-time" in cash when they worked in excess of forty (40) hours in a work week without being paid overtime as required by the FLSA.

16. Plaintiffs, Opt-In Plaintiffs, and the members of the Putative Collective Class are similarly situated individuals and were employed by the Defendants as "construction workers" who performed manual labor to construct items for customers of Defendants.

17. Plaintiff, Opt-In Plaintiffs and the Putative Collective Class members were paid on an hourly basis through an employee leasing company for the first forty (40) hours of work in a work week. Work performed in excess of forty (40) hours was paid on an hourly basis, in cash,

directly from Defendants without payment of overtime payments of one and one-half times the regular hourly rate. Plaintiff, Opt-In Plaintiffs and the Putative Collective Class members regularly worked in excess of forty (40) hours in a work week and were not paid overtime.

18. Defendants suffered and permitted Plaintiff, Opt-In Plaintiffs, and the Putative Collective Class members to work more than forty (40) hours per week without overtime pay.

19. Defendants have been aware, or should have been aware, that Plaintiffs, Opt-In Plaintiffs, and the Putative Collective Class members performed non-exempt work that required payment of overtime compensation. Defendants were aware of the overtime work because they participated in a willful scheme to pay for the hours worked in excess of forty (40) in a work week, but not to pay overtime compensation. The payment for hours worked in excess of forty (40) hours was made in cash in an envelope at the Defendants' facility in Ocala, Florida.

20. When Plaintiffs protested the pay situation to Defendants Shad Sanders and Amy Sanders, they were terminated from their employment in retaliation for attempting to assert their right to overtime pay under the FLSA. This termination took place on, or about, October 15, 2017.

### **Collective Action Allegations**

21. Plaintiffs, on behalf of themselves, the Putative Class, and Opt-In Plaintiffs, restates and incorporates by reference the above paragraphs as if fully set forth herein.

22. Plaintiffs file this action on behalf of themselves and all similarly situated individuals. Pursuant to 29 U.S.C. § 216(b), Plaintiffs' and Opt-In Plaintiffs' signed consent forms which have been previously filed with the Court.

23. The employees similarly situated and members of the Putative Collective Class are:

All persons who are, have been employed by Defendants as construction workers (or similar titled positions) and paid on an hourly basis with no overtime pay for work in excess of forty (40) in a work week at any time from three years prior to the filing of the Complaint through the entry of judgment.

24. Plaintiffs, Opt-In Plaintiffs, and the Putative Class worked or work in excess of forty (40) hours during workweeks within the applicable statutory period.

25. Defendants did not pay Plaintiffs, Opt-In Plaintiffs, or the Putative Collective Class members overtime premiums for all their overtime hours worked.

26. Defendants willfully engaged in a pattern of violating the FLSA, 29 U.S.C. § 201 et seq., as described in this Complaint in ways including, but not limited to, failing to pay its employees overtime compensation for work performed in excess of forty (40) in a work week.

27. Defendants' conduct constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

28. Defendants are liable under the FLSA for failing to properly compensate Plaintiffs, Opt-In Plaintiffs, and the similarly situated individuals of the Putative Collective Class. Accordingly, notice should be sent to the FLSA Putative Collective Class members. There are numerous similarly situated current and former employees of Defendant who have suffered from the Defendant's practice of denying overtime pay, and who would benefit from the issuance of court-supervised notice of this lawsuit and the opportunity to join. Those similarly situated employees are known to Defendant and are readily identifiable through Defendants' records.

**Violations of the Fair Labor Standards Act  
Failure to Pay Overtime**

29. Plaintiffs, Opt-In Plaintiffs, and the Putative Collective Class restate and incorporate by reference the above paragraphs as if fully set forth herein.

30. The FLSA, 29 U.S.C. § 207, requires employers to pay non-exempt employees one and one-half times the regular rate of pay for all hours worked over forty (40) hours per workweek.

31. Defendants suffered and permitted Plaintiffs, Opt-In Plaintiffs and the Putative Collective Class to work more than forty (40) hours per week during weeks within the statutory period without paying them overtime compensation.

32. Defendants' actions, policies, and practices described above violate the FLSA's overtime requirement by regularly and repeatedly failing to compensate Plaintiff, Opt-In Plaintiffs, and the Putative Collective Class the required overtime pay.

33. As the direct and proximate result of Defendants' unlawful conduct, Plaintiffs, Opt-In Plaintiffs, and the Putative Collective Class have suffered and will continue to suffer a loss of income and other damages. Plaintiffs, Opt-In Plaintiffs, and the Putative Collective Class are entitled to liquidated damages and attorneys' fees and costs incurred in connection with this claim.

34. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a). Defendants knew, or

showed reckless disregard, of the fact that its compensation practices were in violation of these laws.

**Violations of the Fair Labor Standards Act  
Anti-Retaliation Provisions with Regard  
To Plaintiffs Vincent and Lopez-Chaves**

35. Plaintiffs Vincent and Lopez-Chaves were discharged as a direct and proximal result of their efforts to assert their rights under the FLSA. These Plaintiffs expressed their displeasure to Defendants Shad and Amy Sanders regarding their pay on an hourly basis without the payment of an overtime premium. These protests took place in late 2017 and the terminations took place, on, or about, October 15, 2017. Such terminations were made in direct response to Plaintiffs' efforts to seek appropriate pay under the FLSA and complaining to Defendants' of their failure to pay appropriate overtime pay.

36. As a direct and proximal result of the termination, Plaintiffs Vincent and Lopez-Chaves suffered a loss of income, humiliation, mental anguish, financial distress and other damages.

**Prayer for Relief**

**WHEREFORE**, Plaintiffs, on behalf of themselves and all others similarly situated, (including Opt-In Plaintiffs and members of the Putative Collective Class) pray for relief as follows:

A. Designation of this action as a collective action on behalf of the Plaintiffs, Opt-In Plaintiffs, and Putative Collective Class and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated individuals apprising them of the pendency of this action, and permitting them to assert FLSA claims in this action by filing individual consent forms pursuant to 29 U.S.C. § 216(b);

B. Judgment against Defendants, jointly and severally, in the amount of Plaintiff's, Opt-In Plaintiff's and the Putative Collective Class's unpaid overtime wages at the applicable overtime rates;

C. An additional and equal amount as liquidated/statutory damages under 29 U.S.C. § 216(b);

D. A finding that Defendants' violations of the FLSA were willful and not done in good faith;

E. All reasonable costs and attorneys' fees pursuant to 29 U.S.C. § 216(b);

F. An award of prejudgment interest (to the extent liquidated damages are not awarded) and post-judgment interest as provided by law;

G. Monetary and non-monetary damages for Plaintiffs Vincent and Lopez-Chaves as a result of their termination;

H. Leave to add additional plaintiffs by motion, the filing of written Opt-In consent forms, or any other method approved by the Court; and

I. All further relief as the Court deems just and equitable.

Dated February 23, 2018.

s/Sean Culliton  
SEAN CULLITON  
Fla. Bar No. 0986232  
Sean Culliton, Esq., LLC  
150 John Knox Road  
Tallahassee, FL 32303  
(850) 385-9455  
(813) 441-1999 (fax)  
Sean.Culliton@gmail.com

Attorney for Plaintiffs

Exhibit #1

**CONSENT TO BECOME PARTY PLAINTIFF IN THE  
COLLECTIVE ACTION FOR UNPAID WAGES AGAINST  
CENTRAL FLORIDA SURFACES**

Complete and Mail To:  
Sean Culliton, Esq, LLC  
150 John Knox Road  
Tallahassee, FL 32303

OR:  
FAX to: (813)441-1999  
OR

EMAIL to: Sean.Culliton@gmail.com

By signing below, I state that I have been employed by CENTRAL FLORIDA SURFACES, INC or other related companies as a construction worker in the United States. I worked more than forty (40) hours in at least one week and I was not paid for all of the time I worked overtime. I hereby consent to join this lawsuit for violations of the Fair Labor Standards Act ("FLSA").

I hereby designate Sean Culliton, Esq., LLC; and other attorneys with whom they may associate to represent me for all purposes of this action.

I also designate the Collective Representative(s) as my agent(s) to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiffs' counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Bryan Vincent  
Signature

11/6/17  
Date

Bryan Vincent  
Print

[Redacted]  
Address

[Redacted]  
City, ST, Zip

[Redacted]  
Email

[Redacted]  
Phone: Cell and Home

**\*Statute of Limitations concerns mandate that you return this form  
as soon as possible to preserve your rights.\***

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I also designate the Collective Representative(s) as my agent(s) to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiffs' counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

Courtney Lopez-Chaves  
Signature

11/11/17  
Date

Courtney Lopez-Chaves  
Print

[Redacted]  
Address

Ocala FL 34470  
City, ST, Zip

[Redacted]  
Email

[Redacted]  
Phone: Cell and Home

\*Statute of Limitations concerns mandate that you return this form  
as soon as possible to preserve your rights.\*

**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

**I. CASE STYLE**

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT,  
IN AND FOR MARION COUNTY, FLORIDA

Case No.: \_\_\_\_\_  
Judge: \_\_\_\_\_

Bryan Vincent, Courtney Lopez- Chaves  
Plaintiff

vs.

Amy Sanders, Shad Sanders, Central Florida Surfaces, Inc.  
Defendant

**II. TYPE OF CASE**

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence – other
  - Business governance
  - Business torts
  - Environmental/Toxic tort
  - Third party indemnification
  - Construction defect
  - Mass tort
  - Negligent security
  - Nursing home negligence
  - Premises liability – commercial
  - Premises liability – residential
- Products liability
- Real Property/Mortgage foreclosure
  - Commercial foreclosure \$0 - \$50,000
  - Commercial foreclosure \$50,001 - \$249,999
  - Commercial foreclosure \$250,000 or more
  - Homestead residential foreclosure \$0 – 50,000
  - Homestead residential foreclosure \$50,001 - \$249,999
  - Homestead residential foreclosure \$250,000 or more
  - Non-homestead residential foreclosure \$0 - \$50,000
  - Non-homestead residential foreclosure \$50,001 - \$249,999

- Non-homestead residential foreclosure \$250,00 or more
- Other real property actions \$0 - \$50,000
- Other real property actions \$50,001 - \$249,999
- Other real property actions \$250,000 or more
- Professional malpractice
  - Malpractice – business
  - Malpractice – medical
  - Malpractice – other professional
- Other
  - Antitrust/Trade Regulation
  - Business Transaction
  - Circuit Civil - Not Applicable
  - Constitutional challenge-statute or ordinance
  - Constitutional challenge-proposed amendment
  - Corporate Trusts
  - Discrimination-employment or other
  - Insurance claims
  - Intellectual property
  - Libel/Slander
  - Shareholder derivative action
  - Securities litigation
  - Trade secrets
  - Trust litigation

**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes  No

**III. REMEDIES SOUGHT (check all that apply):**

- Monetary;
- Non-monetary declaratory or injunctive relief;
- Punitive

**IV. NUMBER OF CAUSES OF ACTION: ( )**  
(Specify)

2

**V. IS THIS CASE A CLASS ACTION LAWSUIT?**

- Yes
- No

**VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- No
- Yes – If “yes” list all related cases by name, case number and court:

**VII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- Yes
- No

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I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature s/ Sean P Culliton  
Attorney or party

FL Bar No.: 986232

(Bar number, if attorney)

Sean P Culliton 02/23/2018  
(Type or print name)

Date

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Takes Issue with Central Florida Surfaces' Alleged Overtime Pay Practices](#)

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