

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.:

JERRY THOMAS HINNANT III, and all others
similarly situated under 29 U.S.C. 216(b),

Plaintiff,

v.

ALL GREEN USA LAWN & MAINTENANCE,
INC., a Florida corporation, and PIER PAOLO
ZANELLO, individually,

Defendants.

COMPLAINT

Plaintiff, Jerry Thomas Hinnant, III (“Hinnant”), on behalf of himself and all others similarly situated under the provisions of the Fair Labor Standard Act (“FLSA”) of 1938, as amended, 29 U.S.C. § 216(b), files this Complaint against Defendants, All Green USA Lawn & Maintenance, Inc. (“All Green”) and Pier Paolo Zanello, individually (“Zanello”) (collectively referred to as the “Employer”) and alleges, as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has subject matter jurisdiction over Plaintiffs’ federal law claims pursuant to 28 U.S.C. §§ 1331 and 1343(4), because these claims seek redress for violations of Plaintiffs’ federal civil and statutory rights.

2. At all material times, All Green is a Florida corporation, authorized to conduct and conducting business in Miami-Dade County, Florida.

3. At all material times, Zanello is *sui juris* and a resident of Miami-Dade County, Florida.

4. At all material times, Plaintiff is and was a resident of Miami-Dade County, Florida.

5. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. §§ 1391(b) and (c) as a substantial part of the events or omissions giving rise to the claims that occurred in this judicial district.

6. This action is brought by Plaintiff to recover from the Employer unpaid minimum and overtime wage compensation, as well as an additional amount as liquidated damages, costs and reasonable attorney's fees pursuant to the FLSA, §§ 206, 207, and the FMWA Fla. Stat. §448.110 and Fla. Const. Art. 10 § 24.

7. Upon information and belief, the annual gross revenue of All Green was at all times material hereto in excess of \$500,000.00 per annum.

8. At all material times hereto, All Green was and continues to be an enterprise engaged in interstate commerce.

9. At all material times hereto, All Green operated as an organization which purchased equipment and products manufactured outside the state of Florida; provided services to or sold, marketed, or handled goods and materials to customers throughout the United States; provided services for goods sold and transported from across state lines; obtained, solicited, and accepted funds from sources outside the state of Florida; used telephonic transmissions traversing state lines in the ordinary course of business; transmitted funds outside the state of Florida; and otherwise regularly engaged in interstate commerce.

10. As a result of the services provided by All Green, two or more of its employees regularly handled and worked with goods and materials moved in or produced in interstate commerce.

11. By reason of the foregoing, All Green is and was, during all times material hereto,

an enterprise engaged in commerce or in the production of goods for commerce as defined by the FLSA, 29 U.S.C. §§ 203(r)-(s), and Plaintiff is within interstate commerce.

12. Plaintiff and those similarly-situated employees, regularly utilized and handled materials, equipment and goods manufactured and purchased from outside the state of Florida and regularly used the instrumentalities of interstate commerce in their world.

GENERAL ALLEGATIONS

13. Upon information and belief, Employer employed Plaintiff from approximately October, 2016 through June, 2017 (“the relevant time period”).

14. During the relevant time period, Plaintiff was employed as a landscaper, earning \$90.00 per day.

15. Upon information and belief, Zanello is an officer/director of All Green and has economic control of All Green, and of the nature and structure of Plaintiff’s employment relationship with All Green.

16. At all material times, All Green’s gross annual revenues were in excess of \$500,00.00

17. Throughout his employment with All Green, Plaintiff worked an average of sixty-three (63) hours per week, forty (40) regular hours and twenty-three (23) overtime hours during the relevant time period.

18. Employer willfully and intentionally failed/refused to pay to Plaintiff the federally required overtime rate for the overtime hours he worked.

19. Employer knew of the overtime requirements of the Fair Labor Standards Act and willfully/intentionally/recklessly failed to investigate whether their payroll practices were in accordance with the Fair Labor Standards Act.

20. As a result, Plaintiff has suffered damages and is entitled to receive overtime compensation.

21. Plaintiff has complied with all conditions precedent to filing this action.

22. Plaintiff had retained the law offices of the undersigned attorney to represent her in this action and is obligated to pay a reasonable attorney's fee.

PRE-SUIT DEMAND

23. On July 31, 2017, Plaintiff through his undersigned counsel, sent to the Employer a written pre-suit demand regarding the violations of the overtime provisions of the FLSA, and requesting Employer pay the amounts owed to Plaintiff, but Employer failed/refused to do so ("Demand"). A copy of the Demand is attached as "**Exhibit A**".

COUNT I -
VIOLATIONS OF THE OVERTIME PROVISIONS OF FLSA
AGAINST ALL GREEN USA LAWN & MAINTENANCE

24. Plaintiff re-alleges the allegations in paragraphs one (1) through twenty-three (23) above.

25. This is a collective action against All Green for overtime compensation pursuant to 29 U.S.C. § 216(B).

26. Upon information and belief, All Green has employed several other similarly situated employees, like Plaintiff, who have not been paid overtime for work performed in excess of forty (40) hours weekly, within three (3) years from the filing of this Complaint,

27. Plaintiff was a non-exempt employee, entitled to be paid at the rate of one and one-half for all hours worked in excess of forty (40) hours per week.

28. Employer willfully and intentionally failed/refused to pay to Plaintiff the federally required overtime rate for the overtime hours he worked.

29. All Green knew or should have known that Plaintiff suffered or was permitted to work overtime for All Green as defined in 29 U.S.C. § 203 (g).

30. All Green failed and/or refused to compensate Plaintiff for such work in excess of forty (40) hours at rates no less than one and one-half times the regular rates for which she was employed, contrary to the provisions of 29 U.S.C. § 207 (a).

31. At all material times, All Green knew or should have known that such refusal and/or failure is prohibited by the FLSA and intentionally and willfully violated the FLSA as cited herein.

32. At all material times, All Green failed/refused to maintain proper time records as mandated by the FLSA regarding the overtime hours worked by Plaintiff.

COUNT II -
VIOLATIONS OF THE OVERTIME PROVISIONS OF FLSA
AGAINST PIER PAOLO ZANELLO

33. Plaintiff re-alleges the allegations in paragraphs one (1) through twenty-three (23) above.

34. This is a collective action against Zanello for overtime compensation pursuant to 29 U.S.C. § 216(B).

35. Upon information and belief, Zanello currently employs and has employed several other similarly situated employees, like Plaintiff, who have not been paid overtime for work performed in excess of forty (40) hours weekly, within three years from the filing of this Complaint.

36. Defendant, Pier Paolo Zanello, had operational control of Plaintiff and is therefore an employer pursuant to 29 U.S.C. § 203(d).

37. Plaintiff was a non-exempt employee, entitled to be paid at the rate of one and one half for all hours worked in excess of forty (40) hours per week.

38. Employer willfully and intentionally failed/refused to pay to Plaintiff the federally required overtime rate for the overtime hours he worked.

39. Zanello knew or should have known that Plaintiff suffered or was permitted to work overtime for All Green as defined in 29 U.S.C. §203 (g).

40. Zanello failed and/or refused to compensate Plaintiff for such work in excess of forty (40) hours at rates no less than one and one-half times the regular rates for which she was employed, contrary to the provisions of 29 U.S.C. §207 (a).

41. At all material times, Zanello knew or should have known that such refusal and/or failure is prohibited by the FLSA and intentionally and willfully violated the FLSA as cited herein.

42. At all material times, Zanello failed/refused to maintain proper time records as mandated by the FLSA regarding the overtime hours worked by Plaintiff.

PLAINTIFF'S DEMAND FOR JURY TRIAL

44. Plaintiff hereby demands a jury trial of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Jerry Hinnant, III, respectfully requests that judgment be entered in her favor against Defendants, All Green USA Lawn & Maintenance, Inc. and Pier Paolo Zanello, as follows:

- (a) Declaring pursuant to 28 U.S.C §2201 and §2202, that the acts and practices of the Defendants complained of herein are in violation of the overtime wage provisions of the FLSA;
- (b) Permanently enjoining the Defendants, their agents, officers and employees from engaging in all practices found by this court to be in violation of the overtime wage provisions of the FLSA;

- (c) Awarding Plaintiff damages against Defendants, for lost and withheld compensation, and overtime compensation for all hours that he worked for Defendants over forty (40) hours per week, but for which he was not compensated at the required overtime rate;
- (d) Awarding Plaintiff liquidated damages;
- (e) Awarding Plaintiff reasonable attorney's fees, costs, interest, and expenses of this litigation pursuant to 29 U.S.C. §216(b); and Section 448.08, of the Florida Statutes.
- (f) Ordering any other further relief that this Court may deem just and proper.

Respectfully submitted this 7th day of December, 2017.

By: /s/ Monica Espino
Florida Bar No. 834491

ESPINO LAW
2250 SW 3 Avenue, 4th Floor
Miami, Florida 33129
Telephone: (305) 704-3172
Facsimile: (305) 722-7378
E-mail: me@espino-law.com
Secondary: legal@espino-law.com
Attorney for Plaintiff

EXHIBIT A



July 31, 2017

Sent via Certified Mail/Return-Receipt

All Green USA Lawn & Maintenance, Inc.
c/o Pier Paolo Zanello, its President and Registered Agent
8735 SW 152 Avenue, Unit 292
Miami, FL 33193

Re: Jerry Thomas Hinnant, II ("Hinnant") v. All Green USA Lawn & Maintenance, Inc. ("All Green")

FOR SETTLEMENT PURPOSES ONLY

Dear Mr. Zanello:

Please be advised the undersigned has been retained by, and represents Mr. Jerry Thomas Hinnant, II, in connection with his claims against All Green stemming from his employment with the company.

Mr. Hinnant was employed as a landscaper with All Green from approximately October, 2016 through June, 2017. On or about April 27, 2017, during the course and scope of his employment, Mr. Hinnant as a passenger in the company vehicle, was involved in an accident and incurred serious injuries to his shoulder and cervical spine. Mr. Hinnant immediately reported his injury to All Green, but All Green deliberately failed/refused to provide him medical treatment through its worker's compensation carrier. Instead, All Green offered to hold his position and agreed to give him one month paid time off to recover from the accident. Nevertheless, when Mr. Hinnant returned to work, Elizabeth Zanello called him into his office and terminated him on the spot. Furthermore, to date, All Green has not paid Mr. Hinnant his final paycheck of approximately \$1,200.00.

Mr. Hinnant's termination by All Green constitutes unlawful retaliatory conduct by reason of his valid claim for compensation or attempt to claim compensation under the Workers' Compensation Law, and he is entitled to relief. Florida law prohibits an employer from discharging, threatening to discharge, intimidating, coercing, any employee by reason of such employee's valid claim for compensation or attempt to claim compensation under the Workers' Compensation Law. In addition, an employee who has been unlawfully retaliated against for filing or attempting to file a valid worker's compensation claim, has the right to damages for lost wages, including back pay, front pay, benefits, compensatory damages, other remuneration and attorney's fees and costs.

Further, it appears that All Green has failed/refused to pay to Mr. Hinnant overtime payments for hours worked in excess of 40 hours per week. Specifically, he worked an average of fifty (50) hours per week. Notwithstanding, All Green failed/refused to pay him the federally required wages for his hours worked in excess of 40 hours.

Under the Fair Labor Standards Act (FLSA), employers must pay employees overtime pay for hours worked in excess of forty (40) in a workweek of at least one and one-half times their regular rates of pay. In addition, Mr. Hinnant's position does not fall under any of the exemptions that would allow All Green not to pay overtime. Therefore, Mr. Hinnant is unequivocally entitled to overtime pay for all overtime hours worked each workweek during his time at All Green, under both federal and state law.

Moreover, federal law requires all employers to keep records of the hours worked each day and each workweek by the employee for at least three (3) years. We, therefore, presume you have these records showing the hours worked by Mr. Hinnant for and during the course of his employment with All Green.

Both federal and state law also provide for damages, penalties, and attorney's fees if an employee is not paid overtime as required by applicable law. If litigation were commenced, my client would be entitled to the following:

1. All unpaid overtime wages,
2. An additional penalty in an amount equal to the overtime wages not paid, and
3. Attorney's fees and costs.

As a result, we are confident that the Department of Labor ("DOL") will agree with our position and analysis regarding your failure to pay overtime wages and the required damages, penalties, and attorney's fees resulting from litigating this claim in court or filing a formal complaint with DOL to enforce the mandates after DOL conducts a full investigation of All Green. Nonetheless, to date, my client has not filed a formal complaint with DOL, nor a civil action in district court against All Green. My client would prefer to resolve this matter amicably, without the need for litigation, and/or the filing of a formal complaint with the DOL, which may inevitably result in an on-site investigation of All Green.

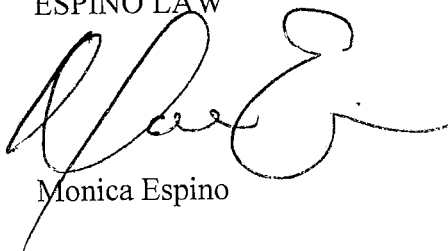
Based on the foregoing, at this time, my client demands the following: (1) overtime compensation for the applicable three (3) year period from today's letter, liquidated damages, and attorney's fees; and (2) lost wages, lost earnings, and benefits.

Please note that should my client need to proceed to file a lawsuit, your exposure for attorney's fees rises exponentially. Please contact me within seven (7) days of this letter to let me know if you are willing to attempt to resolve these matters voluntarily. If I do not hear from you within (7) days of your receipt of this letter, my client has authorized me to proceed with all legal remedies available to him.

GOVERN YOURSELVES ACCORDINGLY.

Sincerely,

ESPINO LAW

A handwritten signature in black ink, appearing to read 'Monica Espino', written in a cursive style.

Monica Espino

cc: Jerry Hinnant, II

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 THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS
JERRY HINNANT, III, AND ALL OTHERS SIMILARLY SITUATED UNER 29 U.S.C. 206(B),

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

(c) Attorney's (Firm Name, Address, and Telephone Number)
ESPINO LAW, PL
MONICA ESPINO, ESQ.
2250 SW 3 AVENUE, 4TH FLOOR, MIAMI, FL 33129
305-704-3172

DEFENDANTS
ALL GREEN USA LAWN & MAINTENANCE, INC., A Florida corporation, and PIER PAOLO ZANELLO, individually

County of Residence of First Listed Defendant **MIAMI-DADE**
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known)

(d) Check County Where Action Arose: 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 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609		
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions		

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 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page):

a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE _____ DOCKET NUMBER _____

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):

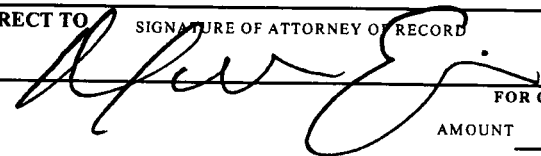
29 U.S.C. §216(B)- VIOLATION OF OVERTIME PROVISIONS

LENGTH OF TRIAL via 3 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: Yes No

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

SIGNATURE OF ATTORNEY OF RECORD:  DATE: **December 7, 2017**

FOR OFFICE USE ONLY

AMOUNT _____ RECEIPT # _____ IFP _____

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



JERRY HINNANT, III, AND ALL OTHERS)
SIMILARLY SITUATED UNDER 29 U.S.C. 206(B),)

Plaintiff(s)

v.

ALL GREEN USA LAWN & MAINTENANCE, INC., A)
FLORIDA CORPORATION AND PIER PAOLO)
ZANELLO, INDIVIDUALLY)

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ALL GREEN USA LAWN & MAINTENANCE, INC.
C/O PIER PAOLO ZANELLO, ITS PRESIDENT AND REGISTERED AGENT
8735 SW 152 AVENUE
UNIT 292
MIAMI, FL 33193

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:

ESPINO LAW, PL
C/O MONICA ESPINO, ESQ.
2250 SW 3 AVENUE, 4TH FLOOR
MIAMI, FL 33129

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

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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:

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: [Ex-Employee Claims All Green USA Lawn & Maintenance Owes Unpaid Overtime](#)
