

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. _____-CIV-_____/_____

ROMULO RIVAS, on behalf of himself
and others similarly situated,

Plaintiff,

v.

NAZARI ASSOCIATES VI LLC, a Florida Limited Liability Company,
GAS DORAL MANAGEMENT LLC, a Florida Limited Liability Company,
and EFRAIM SARAGOVIA, individually,

Defendants.

COMPLAINT

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

2. Plaintiff was an employee of Defendants, NAZARI ASSOCIATES VI LLC, a Florida Limited Liability Company, GAS DORAL MANAGEMENT LLC, a Florida Limited Liability Company, and EFRAIM SARAGOVIA, individually (collectively referred to as “Defendants”), and brings this action against Defendants for unpaid overtime compensation, liquidated damages, and the costs and reasonable attorneys’ fees of this action under the Fair Labor Standards Act (“FLSA”), as amended, 29 U.S.C. §216(b).

3. At all times material to this Complaint, Defendants have owned and operated a gas station and convenience store located at 10895 NW 41st Street, Doral, Florida 33178, in Miami Dade County, within the jurisdiction of this Court.

4. At all times material to this Complaint, Defendants, NAZARI ASSOCIATES VI LLC, and GAS DORAL MANAGEMENT LLC, directly or indirectly, acted in the interest of an

employer toward Plaintiff, including without limitation directly or indirectly controlling the terms of employment and compensation of Plaintiff. Alternately, Defendants, NAZARI ASSOCIATES VI LLC, and GAS DORAL MANAGEMENT LLC, and each of their respective divisions, subsidiaries or affiliates, and parent entities, however constituted, were joint employers of Plaintiff because each, respective division, subsidiary or affiliate acted directly or indirectly in the interest of the other in relation to such Plaintiff. As a second alternative, Defendants, NAZARI ASSOCIATES VI LLC, and GAS DORAL MANAGEMENT LLC, and each of their divisions, subsidiaries or affiliates, and parent entities, however constituted, were joint employers of Plaintiff because they commonly controlled the terms of compensation and employment of Plaintiff and because they are not completely disassociated with respect to the terms of compensation and employment of Plaintiff. As a final alternative, Defendants, NAZARI ASSOCIATES VI LLC, and GAS DORAL MANAGEMENT LLC, and each of their divisions, subsidiaries or affiliates, and parent entities, however constituted, directly or indirectly acted in the interest of an employer toward Plaintiff at all material times to this Complaint, including without limitation directly or indirectly controlling the terms of employment and compensation of Plaintiff.

5. Defendant, EFRAIM SARAGOVIA, has at all times material to this Complaint owned and managed/operated NAZARI ASSOCIATES VI LLC and GAS DORAL MANAGEMENT LLC, and regularly exercised the authority to hire and fire employees including Plaintiff, determined the manner in which Plaintiff and other employees were compensated, determined how Plaintiff and other employees' hours worked were tracked or recorded, set the rates of pay of Plaintiff and other employees, and/or controlled the finances and day-to-day management operations of NAZARI ASSOCIATES VI LLC and GAS DORAL MANAGEMENT LLC. By virtue of such control and authority, EFRAIM SARAGOVIA, is an employer of Plaintiff

as defined by the FLSA, 29 U.S.C. §203(d).

6. Plaintiff brings this action on behalf of himself¹ and other current and former employees of NAZARI ASSOCIATES VI LLC, GAS DORAL MANAGEMENT LLC, and EFRAIM SARAGOVIA (collectively referred to as “Defendants”) similarly situated to Plaintiff for overtime wages and other relief under the Fair Labor Standards Act (“FLSA”), as amended, 29 U.S.C. §216(b).

7. More specifically, this action is brought to recover from Defendants unpaid overtime wages, 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 similarly situated employees of Defendants.

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

9. 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.

10. In or around approximately May 2007, NAZARI ASSOCIATES VI LLC hired Plaintiff as a cashier and on or around, June 2016, GAS DORAL MANAGEMENT LLC began participating in the management of Defendants’ gas station business.

11. During the three (3) year statute of limitations period between approximately January 2015 and October 2016, Plaintiff worked for Defendants as a non-exempt cashier and Plaintiff’s primary duties consisted of: (a) receiving payment for gas, diesel, propane or goods purchased at Defendants’ convenience store; (b) cleaning the floors, coolers, bathrooms, and gas pumps as well as changing the pump hoses when broken; (c) greeting customers and providing

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

customer service; and (d) receiving and unloading inventory.

12. At all times material to this Complaint including but not necessarily limited to during the years 2015, 2016, 2017 and 2018, Defendants have had two (2) or more employees who have regularly sold, handled, or otherwise worked on goods and/or materials that have 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, Defendants have employed two (2) or more employees who, *inter alia*: (a) regularly handled and worked on kitchen and commercial equipment—including but not limited to an oven, grills, electrical kettles, refrigerators, and coolers—that were goods and/or materials moved in or produced for commerce; (b) regularly handled and worked with food and beverages—including but not limited to imported meats and cheeses, and beer such as Corona, Heineken, Modelo, as well as imported coffee—that were goods and/or materials moved in or produced for commerce; (c) regularly processed electronic bank and credit card transactions for payments by and for Defendants' customers through banks and merchant services for credit card companies such as Visa, Mastercard, and American Express; and (d) regularly sold gasoline, diesel, and propane gas which constitute goods and/or materials moved in or produced for commerce.

13. Based upon information and belief, the annual gross sales volume of NAZARI ASSOCIATES VI LLC and GAS DORAL MANAGEMENT LLC, individually and/or collectively, have 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.

14. At all times material to this Complaint including but not necessarily limited to during the years 2015, 2016, 2017 and 2018, NAZARI ASSOCIATES VI LLC and GAS DORAL MANAGEMENT LLC, individually and/or collectively, have 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).

15. In numerous work weeks during the three (3) year statute of limitations period between approximately January 2015 and October 2016, Plaintiff regularly worked (6) days per week for Defendants with start times as early as approximately 6:00 a.m., Monday through Saturday, and with stop times between approximately 2:00 p.m. on Tuesdays, Thursdays, Fridays and Saturdays, 6:00 p.m. on Wednesdays and 10:00 p.m. on Mondays, regularly working an average of approximately Sixty (60) hours per week.

16. However, Plaintiff alleges that Defendants failed to pay time and one-half wages for all of the hours he worked in excess of Forty (40) hours per week for Defendants between approximately in numerous work weeks during the three (3) year statute of limitations period January 2015 and October 2016 as required by the Fair Labor Standards Act.

17. Based upon Defendants paying Plaintiff average gross weekly wages of approximately \$600.00 per week from January 2015 to April 2016 and approximately \$630.00 per week from May 2016 to October 2016,² and Plaintiff being owed an average of Twenty (20) unpaid overtime hours per week from Defendants during a total of approximately Eighty-Six (86) work weeks within the three (3) year statute of limitations between approximately January 2015 and October 2016, if Plaintiff's unpaid overtime hours are found to be due and owing on a half-time basis at the rates of approximately \$5.00/hour [$\$600.00/\text{week gross wages divided by } 60 \text{ hours} = \$10.00/2 = \$5.00/\text{hour}$], and \$5.25/hour respectively [$\$630.00/\text{week gross wages divided by } 60 \text{ hours} = \$10.50/2 = \$5.25/\text{hour}$], Plaintiff's unpaid overtime wages total approximately \$8,720.00

² Between approximately November 2016 and December 2017, Defendants paid Plaintiff based upon a regular hourly rate of \$10.00/hour with time and one half wages at the rate of \$15.00/hour for hours worked in excess of Forty (40) hours per week.

[20 Unpaid OT hours/week x \$5.00/hour x 62 weeks = \$6,200.00] + [20 Unpaid OT hours/week x \$5.253/hour x 24 weeks = \$2,520.00], whereas if Plaintiff's unpaid overtime wages are found to be due and owing on a time and one-half basis at the rates of \$22.50/hour [\$600.00/week gross wages divided by 40 hours = \$15.00 x 1.5 = \$22.50/hour], and \$23.63/hour respectively [630.00/week gross wages divided by 40 hours = \$15.75 x 1.5 = \$23.63/hour], Plaintiff's unpaid overtime wages total approximately \$39,240.00 [20 Unpaid OT hours/week x \$22.50/hour x 62 weeks = \$27,900.00] + [20 Unpaid OT hours/week x \$23.63/hour x 24 weeks = \$11,340.00].

18. Likewise, based upon information and belief, Defendants have also failed to pay time and one-half wages for all of the hours worked by Defendants' other non-exempt cashiers and other gas station/convenience store employees, however variously titled, in one or more weeks within the three (3) year statute of limitations period between January 2015 and the present.

19. The additional persons who may become Plaintiffs in this action are Defendants' current and former non-exempt cashiers and other gas station/convenience store employees, however variously titled, who have worked for Defendants in one or more weeks between January 2015 and the present without being paid time and one-half wages for all of their hours worked in excess of Forty (40) hours per week within the three (3) year statute of limitations period.

20. Based upon information and belief, Defendants failed to maintain records of the all of the actual start times, stop times, number of hours worked each day, and total hours actually worked each week by Plaintiff and the other similarly situated employees for Defendants between January 2015 and the present. as required by the FLSA, 29 C.F.R. §516.2(a)(7).

21. Despite Defendants having knowledge of the overtime hours worked each week by Plaintiff and the other similarly situated employees for the benefit of Defendants between January 2015 and the present, Defendants nonetheless willfully failed to time and one-half wages for all

overtime hours worked as required by the FLSA.

22. Based upon information and belief, the complete records of the actual wages actually paid by Defendants to Plaintiff and the other similarly situated employees between January 2015 and the present are in the possession, custody, and/or control of Defendants.

COUNT I
OVERTIME VIOLATIONS OF THE FAIR LABOR STANDARDS ACT

Plaintiff, ROMULO RIVAS, readopts and realleges the allegations contained in Paragraphs 1 through 22 above.

23. Plaintiff is entitled to be paid time and one-half of his applicable regular rate(s) of pay for each hour he worked for Defendants in excess of Forty (40) hours per work week during the three (3) year statute of limitations period between approximately January 2015 and October 2016.

24. All similarly situated non-exempt cashiers and other gas station/convenience store employees, however variously titled, of Defendants are also entitled to be paid time and one-half wages for all of their hours worked in excess of Forty (40) hours per week for Defendants within the three (3) year statute of limitations period between January 2015 and the present.

25. Defendants have knowingly and willfully failed to pay Plaintiff and the other employees similarly situated to him at time and one-half of their applicable regular rates of pay for all hours worked for Defendants in excess of Forty (40) per week between January 2015 and the present.

26. At all times material to this Complaint, Defendants had constructive and actual notice that Defendants' compensation practices did not provide Plaintiff and the other similarly situated non-exempt cashiers and other gas station/convenience store employees, however variously titled, with time and one-half wages for all of their actual overtime hours worked between

January 2015 and the present based upon, *inter alia*: Defendants 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 non-exempt employees.

27. By reason of the said intentional, willful and unlawful acts of Defendants, all Plaintiffs (the named Plaintiff and those similarly situated to him) have suffered damages plus incurring costs and reasonable attorneys' fees.

28. Defendants did not have a good faith basis for their failure to pay the overtime wages required by law for all of the actual hours worked by Plaintiff and Defendants' other non-exempt employees in excess of Forty (40) hours per week in numerous work weeks between January 2015 and the present, as a result of which Plaintiff and the other similarly situated employees are entitled to the recovery of liquidated damages in an amount equal to their unpaid overtime wages from Defendants pursuant to 29 U.S.C. §216(b).

29. 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 Defendants all reasonable attorneys' fees and costs incurred as a result of Defendants' violations of the FLSA.

WHEREFORE, Plaintiff, ROMULO RIVAS, and any current or former employees similarly situated to him who join this action as Opt-In Plaintiffs, demand judgment, jointly and severally, against Defendants, NAZARI ASSOCIATES VI LLC, GAS DORAL MANAGEMENT LLC, and EFRAIM SARAGOVIA, for the payment of all unpaid overtime wages, 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 29, 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), GasDoral Management LLC, d/b/a Mobil, 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.



Romulo Rivas

Date

01-23-18

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 ROMULO RIVAS, on behalf of himself and others similarly situated DEFENDANTS NAZARI ASSOCIATES VI LLC, GAS DORAL MANAGEMENT LLC, EFRAIM SARAGOVIA

(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, P.A., Keith M. Stern, Esq., 14 NE 1st Avenue, Suite 800, Miami, FL 33132, Tel: (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. Includes categories like U.S. Government Plaintiff/Defendant, Federal Question, Diversity, Citizen of This/Another State, and Foreign Nation.

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. Categories include CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, TORTS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, and 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 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. 207 - Action for Unpaid Overtime

VIII. REQUESTED IN COMPLAINT: LENGTH OF TRIAL via 1-2 days estimated (for both sides to try entire case)

IX. 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 29, 2018 SIGNATURE OF ATTORNEY OF RECORD s/Keith M Stern

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ROMULO RIVAS, on behalf of himself
and others similarly situated,

Plaintiff(s)

v.

NAZARI ASSOCIATES VI LLC, a Florida Limited
Liability Company, GAS DORAL MANAGEMENT
LLC, a Florida Limited Liability Company, and
EFRAIM SARAGOVIA, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NAZARI ASSOCIATES VI LLC
c/o Efraim Saragovia, Registered Agent
3500 N. 55th Avenue
Hollywood, FL 33021

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:

Law Office of Keith M. Stern, P.A.
14 NE 1st Avenue, Suite 800
Miami, Florida 33132
Telephone: (305) 901-1379
Facsimile: (561) 288-9031
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

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:

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

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LLC, a Florida Limited Liability Company, and
EFRAIM SARAGOVIA, individually,

Defendant(s)

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c/o Efraim Saragovia, Registered Agent
4651 Sheridan Street, # 302
Hollywood, FL 33021

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are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
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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:

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14 NE 1st Avenue, Suite 800
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CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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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
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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

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Additional information regarding attempted service, etc:

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Civil Action No.

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

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_____, a person of suitable age and discretion who resides there,
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I served the summons on *(name of individual)* _____, who is
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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: [Nazari Associates, Gas Doral Management Named in Unpaid Overtime Complaint](#)
