

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**

CASE NO.:

MIRIAM MADRID VELASQUEZ, and all others
similarly situated under 29 U.S.C 206(b),

Plaintiff,

v.

CATE STAR, LLC, a Florida limited liability
company d/b/a BUFFET CITY and MING FENG
ZHUO, individually,

Defendants.

COMPLAINT

Plaintiff, Miriam Madrid Velasquez (“Velasquez”), on behalf of herself 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, Cate Star, LLC d/b/a Buffet City (“Buffet City”) and Ming Feng Zhuo (“Zhuo”) (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, Buffet City is a Florida limited liability company, authorized to conduct and conducting business in Hernando County, Florida.

3. At all material times, Plaintiff is and was a resident of Hernando County, Florida.

4. Venue is proper in the Middle 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 occurred in this judicial district.

5. 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.

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

7. At all material times hereto, Buffet City was and continues to be an enterprise engaged in interstate commerce.

8. At all material times hereto, Buffet City 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.

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

10. By reason of the foregoing, Buffet City 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.

11. 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

12. Upon information and belief, Employer employed Plaintiff from approximately July 5, 2016 through March 31, 2017 (“the relevant time period”).

13. During the relevant time period, Plaintiff was employed as a kitchen assistant/runner.

14. Plaintiff worked from Tuesday through Sunday from approximately 10:00 a.m. to 10:30 p.m. or 11:30 p.m. each day.

15. Throughout her employment with Buffet City, Plaintiff worked an average of seventy-two (72) hours per week, forty (40) regular hours and thirty-two (32) overtime hours during the relevant time period.

16. Plaintiff worked a total of 288 hours per month, and was paid \$2000.00 dollars a month, or an average of \$6.94 per hour.

17. Upon information and belief, Zhuo is an officer/director of Buffet City and has economic control of Buffet City, and of the nature and structure of Plaintiff’s employment relationship with Buffet City.

18. At all material times, Buffet City’s gross annual revenues were in excess of \$500,00.00

19. Employer willfully and intentionally failed/refused to pay to Plaintiff the federally required minimum and overtime rates for all hours she worked.

20. 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.

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

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

23. 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.

COUNT I -
VIOLATIONS OF THE OVERTIME PROVISIONS OF FLSA
AGAINST BUFFET CITY

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

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

26. Upon information and belief, Buffet City 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. During the relevant time period, Plaintiff routinely worked in excess of forty (40) hours per week for Buffet City. Specifically, Plaintiff estimates that she worked thirty-two (32) hours of overtime per week for Buffet City.

28. 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.

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

30. Buffet City 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, Buffet City 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, Buffet City 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 MING FENG ZHUO

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

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

35. Upon information and belief, Zhuo 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, Zhuo, had operational control of Plaintiff and is therefore an employer pursuant to 29 U.S.C. § 203(d).

37. During the relevant time period, Plaintiff routinely worked in excess of forty (40)

hours per week for Zhuo. Specifically, Plaintiff estimates that she worked thirty-two (32) hours of overtime per week for Zhuo.

38. 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.

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

40. Zhuo 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, Zhuo 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, Zhuo failed/refused to maintain proper time records as mandated by the FLSA regarding the overtime hours worked by Plaintiff.

COUNT III-
MINIMUM WAGE VIOLATION AGAINST BUFFET CITY

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

45. The FLSA requires that Buffet City pay Plaintiff a required minimum wage per hour, 29 U.S.C. § 206(a). The FLSA requires that Buffet City, have a regular pay period and make reasonably prompt payments in issuing pay for the work performed in the pay period. The failure to “promptly pay” minimum wages due to Plaintiff constitutes a minimum wage violation under the FLSA. *Olson v. Superior Pontiac-GMC, Inc.*, 765 F.2d 1570, 1579 (11th Cir. 1985), modified 77 F.2d 265 (11th Cir. 1985); see also *Biggs v. Wilson*, 1 F.3d 1537, 1530-40 (9th Cir. 1993).

46. Buffet City knew of and showed reckless disregard for the provisions of the FLSA

because Buffet City knew or should have known that Plaintiff's work schedule required her to work 72 hours per week, and their payment to Plaintiff of \$2,000.00 dollars per month did not constitute a lawful minimum under either Federal or Florida law.

47. Buffet City willfully and intentionally failed to pay Plaintiff and those similarly-situated employees their full minimum wages by making the conscious decision to pay Plaintiff a salary which failed to compensate Plaintiff at the applicable minimum wage wages for all of Plaintiff's hours worked per week.

48. Buffet City did not have a reasonable objective belief that it was not required to pay Plaintiff's minimum wages.

COUNT IV
MINIMUM WAGE VIOLATION AGAINST MING FENG ZHUO

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

50. The FLSA requires that Buffet City pay Plaintiff a required minimum wage per hour, 29 U.S.C. § 206(a). The FLSA requires that Buffet City, have a regular pay period and make reasonably prompt payments in issuing pay for the work performed in the pay period. The failure to "promptly pay" minimum wages due to Plaintiff constitutes a minimum wage violation under the FLSA. *Olson v. Superior Pontiac-GMC, Inc.*, 765 F.2d 1570, 1579 (11th Cir. 1985), modified 77 F.2d 265 (11th Cir. 1985); see also *Biggs v. Wilson*, 1 F.3d 1537, 1530-40 (9th Cir. 1993).

51. Zhuo knew of and showed reckless disregard for the provisions of the FLSA because Buffet City knew or should have known that Plaintiff's work schedule required her to work 72 hours per week, and their payment to Plaintiff of \$2,000.00 dollars per month did not constitute a lawful minimum under either Federal or Florida law.

52. Zhuo willfully and intentionally failed to pay Plaintiff and those similarly-situated employees their full minimum wages by making the conscious decision to pay Plaintiff a salary which failed to compensate Plaintiff at the applicable minimum wage wages for all of Plaintiff's hours worked per week.

53. Zhuo did not have a reasonable objective belief that he was not required to pay Plaintiff's minimum wages.

PLAINTIFF'S DEMAND FOR JURY TRIAL

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Miriam Madrid Velasquez, respectfully requests that judgment be entered in her favor against Defendants, Cate Star, LLC d/b/a Buffet City, and Ming Feng Zhuo, 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 she worked for Defendants over forty (40) hours per week, but for which she 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.

Dated this 31st day of July, 2017.

Respectfully Submitted,

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

Espino Law
2250 SW 3 Avenue, 4th Floor
Miami, FL 33129
Email: me@espino-law.com
Secondary Email: legal@espino-law.com
Tel.: 305.704.3172
Fax: 305.722.7378

JS-44 (Rev. 06/17)

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 NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS
 MIRIAM MADRID VELASQUEZ, and all other similarly situated under 29 U.S.C. 206(b)

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
 ESPINO LAW
 c/o Monica Espino, Esq.

DEFENDANTS
 CATE STAR, LLC, A Florida limited liability company d/b/a BUFFET CITY and MING FENG ZHUO, individually

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 119 Insurance <input type="checkbox"/> 129 Marine <input type="checkbox"/> 139 Miller Act <input type="checkbox"/> 149 Negotiable Instrument <input type="checkbox"/> 159 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 161 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes 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"/> 319 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 <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care Pharmaceutical 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"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 U.S.C. 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark 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	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Amtrust <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"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 219 Land Condemnation <input type="checkbox"/> 229 Foreclosure <input type="checkbox"/> 239 Rent Lease & Ejectment <input type="checkbox"/> 249 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 299 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 29 U.S.C §216(b)
 Brief description of cause:
 VIOLATION OF OVERTIME WAGES

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____ CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions) JUDGE _____ DOCKET NUMBER _____

DATE: 7/31/17 SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY: RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____

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

UNITED STATES DISTRICT COURT

for the

Middle District of Florida [dropdown arrow]

MIRIAM MADRID VELASQUEZ, and all others)
similarly situated under 29 U.S.C. 206(b))

Plaintiff(s)

v.

Civil Action No.

CATE STAR, LLC, a Florida limited liability company)
d/b/a BUFFET CITY and MING FENG ZHUO,)
individually)

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

CATE STAR, LLC d/b/a BUFFET CITY
c/o MING FENG ZHOU
13235 CORTEZ BLVD
BROOKSVILLE, FL 34613

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
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

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

UNITED STATES DISTRICT COURT

for the

Middle District of Florida



MIRIAM MADRID VELASQUEZ, and all others)
similarly situated under 29 U.S.C. 206(b))

Plaintiff(s)

v.

Civil Action No.

CATE STAR, LLC, a Florida limited liability company)
d/b/a BUFFET CITY and MING FENG ZHUO,)
individually)

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

MING FENG ZHOU
13235 CORTEZ BLVD
BROOKSVILLE, FL 34613

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
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:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Buffet City Employee Files Suit Over Allegedly Unpaid Wages](#)
