

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
CASE NO.:**

**Adam Weich,
other similarly-situated individuals,**

Plaintiff(s),

vs.

**Stone Concept Miami, Inc, and
Hamid Sarrafi.**

Defendants.

_____ /

COMPLAINT
(OPT-IN PURSUANT TO 29 U.S.C § 216(B))

The Plaintiff, **Adam Weich**, by and through the undersigned counsel, sues the Defendants and allege:

1. This is an action to recover money damages for unpaid wages under the laws of the United States. This Court has jurisdiction pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201-219 (Section 216 for jurisdictional placement)(“the Act”).
2. Plaintiff, Adam Weich is a resident of Miami-Dade County, Florida, within the jurisdiction of this Honorable Court. Plaintiff is a covered employee for purposes of the Act.
3. Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi, is a Florida Profit incorporation and a Florida resident, respectively, having their main place of business in Miami-Dade County, Florida, where Plaintiff worked for Defendants, and at all times material hereto were and are engaged in interstate commerce. The individual Defendants reside in Miami-Dade County, Florida.
4. The Plaintiff, Adam Weich, is an assistant journeyman employee who performed various duties which included, any and all works that were necessary of him in the construction

site, including but not limited, to, assisting in putting dry wall, assisted in plumbing matters, and assisted with general carpentry. The Plaintiff work for the Defendants likewise affects interstate commerce. Defendants employed Plaintiff as an assistant journeyman employee by Stone Concept Miami, Inc, and Hamid Sarrafi.

5. While employed by Defendants, the Defendants failed to pay the Plaintiff, Adam Weich for seventeen pay periods and is owed 5.5 hours of overtime and not being compensated for any hours over 40.
6. Plaintiff was paid an average of **\$23.00** an hour in starting on or about **January 2018** through **and continuing through April 30, 2018** but was not paid for any hours that he worked in excess of 40 hours per week. Plaintiff seeks to recover for unpaid overtime and wages accumulated from the date of hire and/or from 3 (three) years from the date of the filing of this complaint.
7. Plaintiff was required to work in excess of 40 hours per week with no provisions for overtime wages.
8. Prior to the completion of discovery and to the best of Plaintiff, Adam Weich, knowledge, at the time of the filing of this complaint, **Plaintiff, good faith estimate of unpaid wages** are as follows:

Actual Damages plus interest, representing the amount of unpaid wages on a bi-weekly basis as follows:

- Pay period one (pay period ending January 5, 2018): Plaintiff worked 24 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$552.00.
- Pay period two (pay period ending January 12, 2018): Plaintiff worked 39 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$897.00.

- Pay period three (pay period ending January 19, 2018): Plaintiff worked 15 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$345.00.
- Pay period four (pay period ending January 26, 2018): Plaintiff worked 40 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$920.00.
- Pay period five (pay period ending February 2, 2018): Plaintiff worked 40 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$920.00.
- Pay period six (pay period ending February 9, 2018): Plaintiff worked 23 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$529.00.
- Pay period seven (pay period ending February 16, 2018): Plaintiff worked 40 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$920.00.
- Pay period eight (pay period ending February 23, 2018): Plaintiff worked 31 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$713.00.
- Pay period nine (pay period ending March 2, 2018): Plaintiff worked 31.5 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$725.50.
- Pay period ten (pay period ending March 9, 2018): Plaintiff worked 40.5 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$931.50. plus an additional \$11.50 for the .5 hours worked in the amount \$5.75 for a grand total of \$937.25.

- Pay period eleven (pay period ending March 16, 2018): Plaintiff worked 42 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$966.00 plus an additional \$11.50 for the 2 hours worked in the amount \$23.00 for a grand total of \$989.00.
- Pay period twelve (pay period ending March 23, 2018): Plaintiff worked 37 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$851.00.
- Pay period thirteen (pay period ending March 30, 2018): Plaintiff worked 43 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$989.00 plus an additional \$11.50 for the 3 hours worked in the amount \$34.50 for a grand total of \$1,023.50.
- Pay period fourteen (pay period ending April 6, 2018): Plaintiff worked 36 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$828.00.
- Pay period fifteen (pay period ending April 13, 2018): Plaintiff worked 40 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$920.00.
- Pay period sixteen (pay period ending April 20, 2018): Plaintiff worked 40 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$920.00.
- Pay period seventeen (pay period ending April 26, 2018): Plaintiff worked 32 hours (\$23.00 per hour) of unpaid wages for a total amount due of \$736.00 of which \$500 was paid for a total of 236.00.

THEREFORE, the Plaintiff is owed a total of \$13,650.75 in unpaid wages.

Liquidated Damages representing an equal amount in double damages/liquidated damages of: \$13,650.75.

TOTAL DAMAGES: \$27,301.50 plus reasonable attorney's fees and costs of suit.

COUNT I: FAILURE TO PAY
VIOLATION BY STONE CONCEPT MIAMI, INC, AND HAMID SARRAFI

9. Plaintiffs re-adopts each and every factual allegation as stated in paragraphs 1 through 6 above as if set out in full herein.
10. At all times material hereto, the Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi, failed to comply with Title 29 U.S.C. §§201-219 and 29 C.F.R. and § 516.2 and §516.4 et seq. in that the Plaintiff, Adam Weich performed services and no provision was made by the Defendants to properly pay them as required by the act. The additional persons who may become Plaintiffs in this action were weekly paid employees and/or former employees of the Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi, who are and who were subject to the unlawful payroll practices and procedures of the Defendants.
11. The Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi, knew and/or showed reckless disregard for the provisions of the Act concerning the payment of wages required by the Fair Labor Standards Act (FLSA) and remain owing the Plaintiffs, Adam Weich unpaid wages as set forth above.
12. The Plaintiffs, Adam Weich are entitled to recover double damages. Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi never posted any notice, as required by the Fair Labor Standards Act (FLSA) and Federal Law, to inform employees of their federal rights to minimum wage payments.
13. The Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi willfully and intentionally refused to pay the Plaintiffs, Adam Weich wages as required by the law of the United

States as set forth above and remains owing Plaintiff these unpaid wages since November 2014.

14. The Plaintiffs, Adam Weich have retained the law offices of the undersigned attorney to represent them in this action and are obligated to pay reasonable attorney's fee.

15. The Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi, have violated the FLSA's prompt payment requirement by failing to pay Plaintiffs, Adam Weich promptly.

16. The Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi violation of FLSA provisions concerning prompt, regular payment of wages were willful.

17. The Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi knew and/or showed reckless disregard for the provisions of the FLSA and its regulations concerning prompt, regular payment of wages.

18. The Plaintiffs, Adam Weich are entitled to recover liquidated damages in an amount equal the actual damages for Defendant's FLSA violation.

**COUNT II: WAGE AND HOUR FEDERAL STATUTORY VIOLATION AGAINST ,
STONE CONCEPT MIAMI, INC, AND HAMID SARRAFI**

19. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-6 above as if set out in full herein.

20. This action is brought by Plaintiff and those similarly-situated to recover from the Employer unpaid overtime compensation, as well as an additional amount as liquidated damages, costs, and reasonable attorney's fees under the provisions of 29 U.S.C. § 201 et seq., and specifically under the provisions of 29 U.S.C. § 207. 29 U.S.C. § 207 (a)(1) states, " No employer shall employ any of his employees... for a work week longer than 40 hours unless such employee receives compensation for his employment in excess of the hours above-specified at a rate not less than one and a half times the regular rate at which he is employed."

21. Jurisdiction is conferred on this Court by Title 28 U.S.C. § 1337 and by Title 29 U.S.C. § 216(b). The Employer is and, at all times pertinent to this Complaint, was engaged in interstate commerce. At all times pertinent to this Complaint, the Employer/Defendants operates as an organization which sells and/or markets its services and/or goods to customers from throughout the United States and also provides its services for goods sold and transported from across state lines of other states, and the Employer/Defendants obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business, transmits funds outside the State of Florida, and otherwise regularly engages in interstate commerce, particularly with respect to its employees. Upon information and belief, the annual gross revenue of the Employer/Defendants was at all times material hereto in excess of \$500,000 per annum, and/or Plaintiff and those similarly-situated, by virtue of working in interstate commerce, otherwise satisfy the Act's requirements.

22. By reason of the foregoing, the Employer/Defendants is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §§ 3 (r) and 3(s) of the Act, 29 U.S.C. § 203(r) and 203(s) and/or Plaintiff and those similarly-situated was and/or is engaged in interstate commerce for Defendants. Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi business activities involve those to which the Fair Labor Standards Act applies. The Defendant provides general handy-man work, and through its business activity, affects interstate commerce. The Plaintiff's work for the Defendants likewise affects interstate commerce. Plaintiff was employed by Defendants as an assistant journeyman employee who performed various duties which included, any and all works that were necessary of him in the construction site, including but not limited, to, assisting in putting dry wall, assisted in

plumbing matters, and assisted with general carpentry. wherever assigned by Stone Concept Miami, Inc.

23. At all times material hereto, the Employer/Defendants failed to comply with Title 29 U.S.C. §§ 201-219 and 29 C.F.R. § 516.2 and § 516.4 et seq. in that Plaintiff and those similarly-situated performed services and worked in excess of the maximum hours provided by the Act but no provision was made by the Defendants to properly pay them at the rate of time and one half for all hours worked in excess of forty hours (40) per workweek as provided in said Act. The additional persons who may become Plaintiffs in this action are bi-weekly-paid employees and/or former employees of Defendants who are and who were subject to the unlawful payroll practices and procedures of Defendants and were not paid time and one half of their regular rate of pay for all overtime hours and straight time hours worked in excess of forty.

24. Defendants knew and/or showed reckless disregard of the provisions of the Act concerning the payment of overtime wages as required by the Fair Labor Standards Act and remains owing Plaintiff and those similarly-situated these overtime wages since the commencement of Plaintiff's and those similarly-situated employee's employment with Defendants as set forth above, and Plaintiff and those similarly-situated are entitled to recover double damages. Defendants never posted any notice, as required by the Fair Labor Standards Act and Federal Law, to inform employees of their federal rights to overtime and minimum wage payments.

25. At the times mentioned, Defendant Hamid Sarrafi was, and is now, the President and/or owner of Defendant Corporations. Defendant, Hamid Sarrafi, was the employer of Plaintiff and others similarly situated within the meaning of Section 3(d) of the "Fair Labor Standards Act" [29 U.S.C. § 203(d)], in that this individual Defendant acted directly in the interests of Defendant employer in relation to the employees of Defendant

employer, including Plaintiff and others similarly situated. Defendant, Hamid Sarrafi, had operational control of the business, provided Plaintiff with his work schedule, and is jointly liable for Plaintiff's damages.

26. Defendants, Stone Concept Miami, Inc, and Hamid Sarrafi willfully and intentionally refused to pay Plaintiff overtime wages as required by the law of the United States as set forth above and remains owing Plaintiff these overtime wages since the commencement of Plaintiff's employment with Defendants as set forth above.

27. Plaintiff has retained the law offices of the undersigned attorney to represent him in this action and is obligated to pay a reasonable attorneys' fee.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and those similarly-situated request that this Honorable Court:

A. Enter judgment for Plaintiffs and other similarly-situated individuals and against the Defendants, **Stone Concept Miami, Inc, and Hamid Sarrafi** on the basis of Defendants' willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and other Federal Regulations; and

B. Award Plaintiffs actual damages in the amount shown to be due for unpaid wages and overtime compensation for hours worked in excess of forty weekly, with interest; and

C. Award Plaintiffs an equal amount in double damages/liquidated damages; and

D. Award Plaintiffs reasonable attorneys' fees and costs of suit; and

E. Grant such other and further relief as this Court deems equitable and just and/or available pursuant to Federal Law.

JURY DEMAND

Plaintiff and those similarly-situated individuals demand trial by jury of all issues triable as of right by jury.

Respectfully submitted,

JARA & ASSOCIATES, P.A.
10271 Sunset Drive, Suite 103
Miami, Florida 33173
Telephone: (305) 372-0290
Facsimile: (305) 675-0383
E-filing: info@jaralaw.com

By: /s/ Franklin A. Jara
Franklin Antonio Jara, Esq.
Fla. Bar No. 636681

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 Adam Weich, other similarly-situated individuals

DEFENDANTS Stone Concept Miami, Inc, and Hamid Sarrafi

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

County of Residence of First Listed Defendant Miami-Dade (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) JARA & ASSOCIATES, P.A. 10271 Sunset Drive, Suite 103 Miami, Florida 33173

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

(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)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
4 4
5 5
6 6

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

Grid of categories for nature of suit: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PERSONAL INJURY, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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 Transfer
7 Appeal to District Judge from Magistrate Judgment
8 Multidistrict Litigation - Direct File
9 Reremanded 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): FLSA 29 USC 201-219 Action to recover unpaid wages and overtime

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

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 27301.50 CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE SIGNATURE OF ATTORNEY OF RECORD

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

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

UNITED STATES DISTRICT COURT
for the

Adam Weich,
other similarly-situated individuals

Plaintiff(s)

v.

Stone Concept Miami, Inc, and
Hamid Sarrafi.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Stone Concept Miami, Inc.
1239 Robin Ave
Miami Springs, FL 33166

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:

JARA & ASSOCIATES, P.A.
10271 Sunset Drive, Suite 103
Miami, Florida 33173
Telephone: (305) 372-0290

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:

Print

Save As...

Reset

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

UNITED STATES DISTRICT COURT
for the

Adam Weich,
other similarly-situated individuals

Plaintiff(s)

v.

Stone Concept Miami, Inc, and
Hamid Sarrafi.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Hamid Sarrafi
1239 Robin Ave
Miami Springs, FL 33166

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:

JARA & ASSOCIATES, P.A.
10271 Sunset Drive, Suite 103
Miami, Florida 33173
Telephone: (305) 372-0290

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:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Against Stone Concept Miami Claims Employee Wasn't Paid Any Wages](#)
