

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. _____-CIV-_____/_____

MARK PERSON, on behalf of himself
and others similarly situated,

Plaintiff,

v.

JAE RESTAURANT GROUP, LLC, a
Florida Limited Liability Company,

Defendant.

COMPLAINT

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

2. Defendant, JAE RESTAURANT GROUP, LLC (hereinafter referred to as “JAE”), a Florida Limited Liability Company, has owned and operated more than two hundred (200) WENDY’s fast food restaurants throughout Florida, New Mexico, Tennessee, and Texas, including the WENDY’s locations at 7801 Biscayne Blvd., Miami, Florida 33138 and 3600 S. Dixie Highway, Miami, Florida 33133 in Miami-Dade County, within the jurisdiction of this Court.

3. Plaintiff was an employee of JAE and brings this action on behalf of himself¹ and other current and former non-exempt restaurant and kitchen employees, however variously titled, of JAE similarly situated to Plaintiff for unpaid overtime wages, liquidated damages, and the costs

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

and reasonable attorneys' fees of this action under the provisions of the FLSA, 29 U.S.C. §216(b), as well as for alleged Retaliation against Plaintiff in violation of the FLSA, 29 U.S.C. §215, and alleged violations of the Florida Whistleblower Act, F.S. §448.102 *et seq.* It is the intent of this collective action to apply to all similarly situated non-exempt restaurant and kitchen employees of JAE, however variously titled, regardless of location.

4. Jurisdiction is conferred on this Court by 28 U.S.C. §216(b), 29 U.S.C. §1337 & §1367(a).

5. 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.

6. In approximately March 2017, JAE hired Plaintiff as a kitchen and restaurant employee, also known as a grill operator, on an hourly basis at the regular rate of \$8.50 per hour.

7. Between approximately March 2017 and April 2017, Plaintiff worked first at JAE's WENDY's restaurant location at 7801 Biscayne Blvd., Miami, Florida 33138 ("Biscayne") and was then transferred to Defendant's WENDY's location at 3600 S. Dixie Highway, Miami, Florida 33133 ("Coconut Grove") until Defendant terminated Plaintiff's employment.

8. Between approximately March 2017 and May 2017, Plaintiff worked for JAE as a non-exempt, hourly kitchen employee—also known as a grill operator—with Plaintiff's primary duties consisting of: (a) preparing food; (b) making burgers; (c) grilling and frying food; (d) maintaining the work stations, grills, and cooking utensils clean; and (e) taking orders and operating the cash register.

9. At all times material to this Complaint including but not necessarily limited to during the years 2015, 2016, 2017 and 2018, JAE has 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 including but not necessarily limited to the years 2015, 2016, 2017, and 2018, JAE has 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, electric kettles, refrigerators, coolers, and blenders—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 meats, vegetables, sodas and coffee—that were goods and/or materials moved in or produced for commerce; and (c) regularly processed credit card and electronic bank transactions for payments by and for JAE's customers through merchant services for credit card companies such as Visa, Mastercard, and American Express.

10. Based upon information and belief, the annual gross sales volume of JAE has 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.

11. At all times material to this Complaint including but not necessarily limited to during the years 2015, 2016, 2017 and 2018, JAE has been 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).

12. During multiple work weeks between approximately March 2017 and April 2017, Plaintiff worked five (5) days per week for JAE—typically on Monday, Tuesday, Thursday, Friday, and Saturday—with a start time of approximately 5:00 p.m. and stop times between approximately 3:00-4:00 a.m., regularly working an average of approximately Fifty (50) hours per week.

13. However, Plaintiff alleges that JAE failed to pay time and one-half wages for all of the hours he worked in excess of Forty (40) hours per week for Defendant between approximately March 2017 and April 2017 because JAE altered the daily/weekly time records to reflect fewer numbers of hours worked as part of Defendant's attempts to avoid paying overtime compensation for all of the actual number of hours worked in excess of Forty (40) hours per week.

14. Likewise, based upon information and belief, JAE has also failed to pay time and one-half wages for all of the hours worked by Defendant's other non-exempt, hourly restaurant and kitchen employees, however variously titled, in one or more weeks within the three (3) year statute of limitations period between June 2015 and the present.

15. The additional persons who may become Plaintiffs in this action are JAE's current and former non-exempt, hourly restaurant and kitchen employees, however variously titled, who have worked for Defendant in Florida, New Mexico, Tennessee, Texas, or any other location throughout the United States in one or more weeks between June 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 as a result of JAE's practice of altering employees' daily/weekly time records to reflect fewer numbers of hours worked and/or failing to credit employees for the full extent of their overtime hours worked for the benefit of Defendant.

16. Based upon information and belief, records reflecting and/or relating to at least some of the start times, stop times, number of hours worked each day, and total number of hours worked each week by Plaintiff and the other similarly situated non-exempt, hourly restaurant and kitchen employees for JAE between June 2015 and the present are in the possession, custody, and/or control of Defendant.

17. Despite JAE having knowledge of the overtime hours worked each week by Plaintiff and the other similarly situated non-exempt, hourly restaurant and kitchen employees, however variously titled, for the benefit of Defendant between June 2015 and the present, JAE nonetheless willfully failed to pay time and one-half wages for all overtime hours worked as required by the FLSA.

18. Based upon information and belief, the complete records of the actual wages paid by JAE to Plaintiff and the other similarly situated non-exempt, hourly restaurant and kitchen employees, however variously titled, between June 2015 and the present are in the possession, custody, and/or control of Defendant.

19. Beginning in April 2017 and on multiple occasions through May 2017, Plaintiff complained to JAE—beginning with two (2) complaints in April 2017 to Defendant’s corporate office, followed by complaints to Defendant’s Chief People Officer, Antonett Rodriguez—about Defendant’s illegal practice of altering employee time records to reflect fewer numbers of hours worked as part of Defendant’s attempts to avoid paying overtime compensation for all of the actual number of hours worked in excess of Forty (40) hours per week.

20. In retaliation for Plaintiff’s complaints to JAE’s management about Defendant’s illegal overtime compensation practices, in April 2017, Defendant transferred Plaintiff to JAE’s Coconut Grove WENDY’s location.

21. Similarly, in retaliation for Plaintiff’s complaints to JAE’s management about Defendant’s illegal overtime compensation practices, on or around May 5, 2017, JAE terminated Plaintiff’s employment just a few minutes after Plaintiff’s final overtime complaint to Antonett Rodriguez.

22. On May 29, 2018, Plaintiff sent JAE pre-suit notice of his claims in this case through written correspondence delivered on May 30, 2018 to JAE's Chief Executive Officer, Ed Austin, at 1100 Park Central Blvd. South, Suite 3300, Pompano Beach, Florida 33064, but JAE provided no response.

COUNT I
OVERTIME VIOLATIONS OF THE FAIR LABOR STANDARDS ACT

Plaintiff, MARK PERSON, 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 rates of pay for each hour he worked for JAE in excess of Forty (40) hours per work week during the three (3) year statute of limitations period between approximately March 2017 and early May 2017.

24. Subject to discovery, Plaintiff estimates that his unpaid overtime wages total approximately \$510.00 based upon Plaintiff being owed an average of approximately Ten (10) overtime hours per week from Defendant during a total of approximately Four (4) work weeks between approximately March 2017 and April 2017 at a time and one-half basis at the rate of \$12.75/hour [$\$8.50/\text{hour} \times 1.5 = \$12.75/\text{hour}$], Plaintiff's unpaid overtime wages for this period total \$510.00 [$\$12.75/\text{hour} \times 10 \text{ Unpaid OT hours/week} \times 4 \text{ weeks} = \510.00].

25. All similarly situated non-exempt, hourly restaurant and kitchen employees, however variously titled, of JAE in Florida, New Mexico, Tennessee, Texas, and any other locations throughout the United States are entitled to be paid time and one-half of their applicable regular rates of pay for each hour they have worked for Defendant in excess of Forty (40) hours per work week during the three (3) year statute of limitations period between June 2015 and the present.

26. JAE has knowingly and willfully failed to pay Plaintiff and the other employees similarly situated to him at time and one-half of his applicable regular rates of pay for all hours worked for Defendant in excess of Forty (40) per week between June 2015 and the present.

27. At all times material to this Complaint, JAE had constructive knowledge and/or actual notice that Defendant's compensation practices did not provide Plaintiff and the other similarly situated non-exempt, hourly restaurant and kitchen employees, however variously titled, with time and one-half wages for all of their actual overtime hours worked between June 2015 and the present based upon, *inter alia*: (a) JAE's practice of altering employees' daily/weekly time records to reflect fewer numbers of hours worked and/or failing to credit employees for the full extent of their overtime hours worked for the benefit of Defendant; and (b) JAE knowingly failing to pay time and one-half wages for all of the actual hours worked in excess of Forty (40) hours per week.

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

29. JAE did not have a good faith basis for its failure to pay all of the overtime wages required by the FLSA for the full extent of the actual hours worked by Plaintiff and Defendant's other non-exempt, hourly restaurant and kitchen employees, however variously titled, in excess of Forty (40) hours per week in the work weeks between June 2015 and the present, as a result of which Plaintiff and the other similarly situated employees are entitled to the recovery of liquidated damages from JAE in an amount equal to his unpaid overtime wages from Defendant pursuant to 29 U.S.C. §216(b).

30. 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 JAE all reasonable attorneys' fees and costs incurred as a result of Defendant's violations of the FLSA.

WHEREFORE, Plaintiff, MARK PERSON, and any current or former employees similarly situated to him who join this action as Opt-In Plaintiffs, demand judgment against Defendant, JAE RESTAURANT GROUP, LLC, 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.

COUNT II
RETALIATION IN VIOLATION OF THE FAIR LABOR STANDARDS ACT

Plaintiff, MARK PERSON, readopts and realleges the allegations contained in Paragraphs 1 through 22 above.

31. Beginning in April 2017 and on multiple occasions through May 2017, Plaintiff complained to Defendant, including to JAE's corporate office, as well as to Defendant's Chief People Officer, Antonett Rodriguez, about Defendant's illegal practice of altering employee time records to reflect fewer numbers of hours worked as part of Defendant's attempts to avoid paying overtime compensation for all of the actual number of hours worked in excess of Forty (40) hours per week.

32. When Plaintiff in good faith made complaints to JAE between approximately April 2017 and May 2017 about Plaintiff's unpaid overtime wages and Defendant's practice of altering the daily/weekly time records of employees to reflect fewer numbers of hours worked as part of Defendant's attempts to avoid paying overtime compensation for all of the actual number of hours worked in excess of Forty (40) hours per week, Plaintiff engaged in activity protected by the Fair Labor Standards Act, 29 U.S.C. §215.

33. JAE undertook retaliatory actions against Plaintiff in violation of 29 U.S.C. §215(a)(3) because of Plaintiff's complaints to Defendant's management about JAE's illegal overtime practices, including (a) Defendant transferring Plaintiff from JAE's Biscayne location in April 2017 to its Coconut Grove location; and (b) on or around May 5, 2017, just a few minutes after Plaintiff's final overtime complaint to Defendant's Chief People Officer, Antonett Rodriguez, Defendant terminated Plaintiff's employment.

34. Plaintiff's good faith complaints to JAE about Defendant's illegal overtime practices were a motivating behind Defendant's retaliation against Plaintiff and the termination of Plaintiff's employment, in violation of 29 U.S.C. §215(a)(3).

35. JAE's violations of 29 U.S.C. §215(a)(3) were intentional and done with malice and reckless disregard for Plaintiff's rights under the FLSA.

36. Plaintiff has suffered damages as a direct result of JAE's violations of 29 U.S.C. §215(a)(3).

37. Plaintiff's lost wages to date as a result of JAE's unlawful, retaliatory termination of Plaintiff in early May 2017 in violation of 29 U.S.C. §215 total between approximately \$19,380.00 and \$26,647.50 based upon Plaintiff being owed an average of between approximately Forty (40) hour and Fifty (50) hours per week during a total approximately Fifty-Seven (57) work weeks between May 5, 2017 and June 11, 2018, [$\$8.50/\text{hour} \times 40 \text{ hours/week} \times 57 \text{ weeks} = \$19,380.00$] and [$(\$19,380.00) + (\$12.75/\text{hour} \times 10 \text{ OT hours/week} \times 57 \text{ weeks} = \$7,267.50) = \$26,648.50$].

38. 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 JAE all reasonable attorney's fees and costs as a result of Defendant's violations of 29 U.S.C. §215.

WHEREFORE, Plaintiff, MARK PERSON, demands judgment against Defendant, JAE RESTAURANT GROUP, LLC, for back pay, employment benefits, compensatory damages including, but not limited to, damages for intangible injuries, punitive damages, equitable relief including but limited to reinstatement or front pay, injunctive relief, interest, attorneys' fees, costs, and such other and further relief as this Honorable Court deems proper.

COUNT III
VIOLATION OF FLORIDA'S WHISTLEBLOWER ACT, F.S. §448.102

Plaintiff, MARK PERSON, readopts and realleges the allegations contained in Paragraphs 1 through 22 above.

39. At all times material to this Complaint between approximately, March 2017 and May 2017, Plaintiff was an employee of JAE within the meaning of F.S. §448.101(2).

40. At all times material to this Complaint, JAE has been engaged in an industry affecting commerce and has had Ten (10) or more employees for each working day in each of Twenty (20) or more weeks in the current or preceding calendar year.

41. At all times material to this Complaint, JAE was an employer of Plaintiff within the meaning of F.S. §448.101(3).

42. Under Florida's Whistleblower Act, F.S. §448.102, an employer may not take any retaliatory personnel action against an employee because the employee has:

(1) Disclosed, or threatened to disclose, to any appropriate governmental agency, under oath, in writing, an activity, policy, or practice of the employer that is in violation of a law, rule, or regulation. However, this subsection does not apply unless the employee has, in writing, brought the activity, policy, or practice to the attention of a supervisor or the employer and has afforded the employer a reasonable opportunity to correct the activity, policy, or practice.

(2) Provided information to, or testified before, any appropriate governmental agency, person, or entity conducting an investigation,

hearing, or inquiry into an alleged violation of a law, rule, or regulation by the employer.

(3) Objected to, or refused to participate in, any activity, policy, or practice of the employer which is in violation of a law, rule, or regulation.

43. When Plaintiff in good faith made complaints to JAE between approximately April 2017 and May 2017 about Plaintiff's unpaid overtime wages and Defendant's illegal practice of altering the daily/weekly time records of employees to reflect fewer numbers of hours worked as part of Defendant's attempts to avoid paying overtime compensation for all of the actual number of hours worked in excess of Forty (40) hours per week, Plaintiff engaged in protected activity within the meaning of Florida's Whistleblower Act, F.S. §448.102(3).

44. Beginning in or around April 2017, Defendant began subjecting Plaintiff to "retaliatory personnel action" within the meaning of Florida's Whistleblower Act, F.S. §448.101(5) because of Plaintiff's complaints to JAE's corporate office and to Defendant's Chief People Officer, Antonett Rodriguez, about JAE's illegal overtime practices, including Defendant transferring Plaintiff from JAE's Biscayne location in April 2017 to its Coconut Grove location; and (b) on or around May 5, 2017, just a few minutes after Plaintiff's final overtime complaint to Defendant's Chief People Officer, Antonett Rodriguez, Defendant terminated Plaintiff's employment, all in violation of F.S. §448.102(3).

45. On or around May 5, 2017, within minutes of Plaintiff's final overtime complaint to JAE's Chief People Officer, Antonett Rodriguez, Defendant terminated Plaintiff's employment because of Plaintiff's repeated complaints about JAE's illegal overtime practices, in violation of F.S. §448.102(3).

46. Plaintiff reasonably and in good faith believed that JAE's practices of altering employees' daily/weekly time records to reflect fewer numbers of hours worked and/or failing to

credit employees for the full extent of their overtime hours worked for the benefit of Defendant were violations of a “law, rule, or regulation” within the meaning of Florida’s Whistleblower Act, F.S. §448.101(4).

47. More specifically, one or more “laws, rules, or regulations” within the meaning of Florida’s Whistleblower Act, F.S. §448.101(4), which were applicable to JAE and pertained to Defendant’s business which Plaintiff in good faith and reasonably believed JAE was violating was the FLSA’s requirement that a covered enterprise pay time and one-half wages to employees for all of their hours worked in excess of Forty (40) hours per week, 29 U.S.C. §207.

48. The fact that Plaintiff engaged in activity protected by Florida’s Whistleblower Act was a motivating factor in JAE’s “retaliatory personnel action” against Plaintiff and the termination of Plaintiff’s employment, in violation of F.S. §448.102(3).

49. JAE’s violations of F.S. §448.102 were willful, egregious and in direct violation of the statutory protections expressly set forth in Florida’s Whistleblower Act.

50. Plaintiff has suffered and continues to suffer lost earnings, emotional distress, loss of self-esteem and other injuries as a direct result of JAE’s violations of F.S. §448.102.

51. Pursuant to F.S. §448.104, Plaintiff is entitled to recover from JAE his reasonable attorneys’ fees and costs as a result of Defendant’s violations of Florida’s Whistleblower Act.

WHEREFORE, Plaintiff, MARK PERSON, demands judgment against Defendant, JAE RESTAURANT GROUP, LLC, for back pay, employment benefits and other compensation including bonuses, compensatory damages, punitive damages, emotional distress, equitable relief, including, but not limited to, reinstatement or front pay, interest, attorneys’ fees, costs and such other and further relief as this Honorable Court deems proper.

JURY TRIAL DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: June 11, 2018

Respectfully submitted,

By: **s/HAZEL SOLIS ROJAS**
Keith M. Stern, Esquire
Florida Bar No. 321000
E-mail: employlaw@keithstern.com
Hazel Solis Rojas, Esquire
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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), JAE Restaurant Group, LLC. d/b/a Wendy's, 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.

Mark Person
Printed Name

Signature: 
Mark Person

Email: 

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 MARK PERSON, on behalf of himself and others similarly situated, DEFENDANTS JAE RESTAURANT GROUP, LLC, a Florida Limited Liability Company,

(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., 14 NE 1st Avenue, Suite 800, Miami, FL 33132, Telephone No.: (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)

Form with checkboxes for Basis of Jurisdiction (U.S. Government Plaintiff/Defendant, Federal Question, Diversity) and Citizenship of Principal Parties (Citizen of This State, Another State, Foreign Country).

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

Large grid of checkboxes for Nature of Suit categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, LABOR, 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 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. 216 - Action for Unpaid Overtime Compensation LENGTH OF TRIAL via 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: [X] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE June 11, 2018 SIGNATURE OF ATTORNEY OF RECORD s/ Hazel Solis Rojas

FOR OFFICE USE ONLY RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MARK PERSON, on behalf of himself
and others similarly situated,

Plaintiff(s)

v.

JAE RESTAURANT GROUP, LLC, a
Florida Limited Liability Company,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) JAE RESTAURANT GROUP, LLC,
c/o Randy Pianin, Registered Agent
1100 Park Central Blvd. South
Suite 3300
Pompano Beach, FL 33064

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

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 Miami Wendy's Employee Sues Over Restaurant's Allegedly Illegal Pay Practices](#)
