

~~RETURN TO OFFICE~~

State of FLORIDA

County of MIAMI-DADE

Circuit Court

Case Number: 2015-23617-CA-01

Plaintiff:

**RAMSEY PIMENTEL**

vs.

Defendant:

**ASTOR EB-5 LLC D/B/A HOTEL ASTOR AND DAVID J. HART**

For:

Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Flagler Street  
Ste 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 18th day of November, 2016 at 4:48 pm to be served on **ASTOR EB-5 LLC D/B/A HOTEL ASTOR, 21 SW FIRST AVENUE,, 10TH FLOOR, MIAMI, FL 33131.**

I, GREG SCHULTE, do hereby affirm that on the **22nd day of November, 2016 at 12:10 pm, I:**

**CORPORATE - REGISTERED AGENT:** served by delivering a true copy of the **SUMMONS ON 1ST AMENDED COMPLAINT** with the date and hour of service endorsed thereon by me, to: **SUSANA ESCOBAR EMPLOYEE FOR DAVID J. HART, PA as Registered Agent** At the address of: **14 NE 1ST AVE, 14TH FLOOR, MIAMI, FL** for **ASTOR EB-5 LLC D/B/A HOTEL ASTOR**, and informed said person of the contents therein, in compliance with state statutes.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. "UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525.



GREG SCHULTE  
CPS #245

OJF SERVICES, INC.  
13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-5750  
Our Job Serial Number: OJF-2016016577



ing # 48601110 E-Filed 11/07/2016 04:23:12 PM

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY,  
FLORIDA

Case No. 2015-023617-CA-01

RAMSEY PIMENTEL, individually;  
and other similarly situated individuals,

Plaintiff(s),

vs.

ASTOR EB-5 LLC,  
a Florida Limited Liability Company,  
d/b/a HOTEL ASTOR  
DAVID J. HART, individually;

Defendant(s).

OJF SERVICES, INC  
954 929 4215  
WWW.OJFSERVICES.COM

11-22  
For the PA.  
SUSANA  
ESCOBAR

1st Amended  
Complaint

1210P

2A) 14 NE 1AVE  
14th FL  
MIAMI, FL.

SUMMONS IN A CIVIL CASE

ASTOR EB-5 LLC  
d/b/a HOTEL ASTOR  
Registered agent: DAVID J. HART, P.A.  
~~21 SE First Avenue, 10<sup>th</sup> Floor~~  
Miami, FL 33131

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET, STE. 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

\_\_\_\_\_  
CLERK DATE

Natasha M. ... 308631  
(BY) DEPUTY CLERK



16577

~~RETURN OF SERVICE~~

State of FLORIDA

County of MIAMI-DADE

Circuit Court

Case Number: 2015-23617-CA-01

Plaintiff:

**RAMSEY PIMENTEL**

vs.

Defendant:

**ASTOR EB-5 LLC D/B/A HOTEL ASTOR AND DAVID J. HART**

For:

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44 W. Flagler Street  
Ste 2200  
Miami, FL 33130

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I, GREG SCHULTE, do hereby affirm that on the **1st day of December, 2016 at 11:55 am, I:**

**INDIVIDUAL/PERSONAL:** served by delivering a true copy of the **SUMMONS ON AMENDED COMPLAINT** to: **DAVID J. HART** at the address of: **14 NE 1ST AVE, #1400, MIAMI, FL** with the date and hour of service endorsed thereon by me, and informed said person of the contents therein, in compliance with state statutes.

**Military Status:** Based upon inquiry of party served, Defendant is not in the military service of the United States of America.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. "UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525.



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CPS #245

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13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-5750  
Our Job Serial Number: OJF-2016016576



Filing # 48601110 Filed 11/07/2016 04:23:12 PM

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY,  
FLORIDA.

Case No 2015-023617-CA-01

12-1  
1155A

RAMSEY PIMENTEL, individually;  
and other similarly situated individuals,

Plaintiff(s),

vs.

ASTOR EB-5 LLC,  
a Florida Limited Liability Company,  
d/b/a HOTEL ASTOR  
DAVID J. HART, individually;

Defendant(s).

14 NE 1 Ave  
#1400 P

1st Amended  
Complaint

3/577-9977

SUMMONS IN A CIVIL CASE

DAVID J. HART  
~~21 SE First Avenue, 10<sup>th</sup> Floor~~  
Miami, FL 33131

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
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44 WEST FLAGLER STREET, STE. 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

11/15/2016  
CLERK DATE

*Rafaela M... 308631*  
(BY) DEPUTY CLERK



MILITARY  
YES NO

16576

OJF SERVICES, INC  
954 929 4215  
WWW.OJFSERVICES.COM

RETURN TO SERVICE

State of FLORIDA

County of MIAMI-DADE

Circuit Court

Case Number: 2015-23617-CA-01

Plaintiff:

**RAMSEY PIMENTEL**

vs.

Defendant:

**ASTOR EB-5 LLC D/B/A HOTEL ASTOR AND DAVID J. HART**

For:

Anthony M. Georges-Pierre  
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thereon by me, and informed said person of the contents therein, in compliance with state statutes.

**Military Status:** Based upon inquiry of party served, Defendant is not in the military service of the United States of  
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I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A  
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Case No 2015-023617-CA-01

12-1  
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RAMSEY PIMENTEL, individually;  
and other similarly situated individuals,

Plaintiff(s),

vs.

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d/b/a HOTEL ASTOR  
DAVID J. HART, individually;

14 NE 1 Ave  
#1400 P

Defendant(s).

1st Amended Complaint

SUMMONS IN A CIVIL CASE

DAVID J. HART  
~~21 SE First Avenue, 10<sup>th</sup> Floor~~  
Miami, FL 33131

3/577-9977

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CLERK \_\_\_\_\_ DATE 11/15/2016

*Patricia M. Ke...* 308631  
(BY) DEPUTY CLERK



MILITARY  
YES  NO

16576

OJF SERVICES, INC  
954 929 4215  
WWW.OJFSERVICES.COM

~~RETURN TO SERVICE~~

State of FLORIDA

County of MIAMI-DADE

Circuit Court

Case Number: 2015-23617-CA-01

Plaintiff:

**RAMSEY PIMENTEL**

vs.

Defendant:

**ASTOR EB-5 LLC D/B/A HOTEL ASTOR AND DAVID J. HART**

For:

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REMER & GEORGES-PIERRE, PLLC  
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Case No. 2015-023617-CA-01

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and other similarly situated individuals,

Plaintiff(s),

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DAVID J. HART, individually;

Defendant(s).

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SUMMONS IN A CIVIL CASE

ASTOR EB-5 LLC  
d/b/a HOTEL ASTOR  
Registered agent: DAVID J. HART, P.A.  
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CLERK \_\_\_\_\_ DATE 11/15/2016

*Natasha...* 308631  
(BY) DEPUTY CLERK



11-22  
For the PA  
SUSANA  
ESLOBAR  
1210P  
2A) 14 NE 1AVE  
14th FL  
MIAMI, FL.

16577

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Case No. 2015-023617-CA-01

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Plaintiff(s),

vs.

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a Florida Limited Liability Company,  
d/b/a HOTEL ASTOR  
DAVID J. HART, individually;

Defendant(s).

11-22  
12/09  
TR 245  
↙

SUMMONS IN A CIVIL CASE

ASTOR EB-5 LLC  
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Registered agent: DAVID J. HART, P.A.  
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IN THE CIRCUIT COURT OF THE  
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Case No.2015-023617-CA-01

RAMSEY PIMENTEL, individually;  
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Plaintiff(s),

vs.

ASTOR EB-5 LLC,  
a Florida Limited Liability Company,  
d/b/a HOTEL ASTOR  
DAVID J. HART, individually;

Defendant(s).

---

**FIRST AMENDED COMPLAINT**

Plaintiff RAMSEY PIMENTEL, and other similarly situated individuals, by and through the undersigned counsel, hereby sues Defendants, ASTOR EB-5 LLC, a Florida Limited Liability Company, d/b/a HOTEL ASTOR, individually; and DAVID J. HART, individually; collectively ("Defendants"), and in support avers as follows:

1. This is an action by the Plaintiff for damages exceeding \$15,000 excluding attorneys' fees or costs for unpaid wages under the Fair Labor Standards Act, 29 U.S.C. §§ 201-219 ("FLSA") and the Florida Minimum Wage Act, Fla. Stat. § 448.110 ("FMWA").
2. This Court has jurisdiction over Plaintiff's FLSA claims pursuant to the 29 U.S.C. § 216.
3. Plaintiff was at all times relevant to this action, residents of Miami-Dade County Florida, within the jurisdiction of this Honorable Court. Plaintiff is covered employee for purposes of the FLSA and FMWA.

4. Defendant, ASTOR EB-5 LLC, a Florida Limited Liability Company, d/b/a HOTEL ASTOR, located in Miami-Dade County, Florida where Plaintiff worked for Defendant, and at all times material hereto was and is engaged in interstate commerce.
5. Defendant, DAVID J. HART, is a corporate officer of, and exercised operational control over the activities of, corporate Defendant, ASTOR EB-5 LLC.
6. Venue is proper in Miami-Dade County because all of the actions that form the basis of this Complaint occurred within Miami-Dade County and payment was due in Miami-Dade County.
7. Declaratory, injunctive, legal and equitable relief sought pursuant to the laws set forth above together with attorneys' fees, costs and damages.
8. All conditions precedent for the filing of this action before this Court have been previously met, including the exhaustion of all pertinent administrative procedures and remedies.

#### FACTUAL ALLEGATIONS

9. Plaintiff performed work for Defendants from on or about February 2014, through on or about August 12, 2014.
10. Plaintiff was a non-exempt employee by virtue of the way Plaintiff was paid and/or Plaintiff's job duties.
11. Plaintiff was not paid proper minimum wage rate as proscribed by the laws of the United States and the State of Florida, during relevant time period, from on or about February 2014, through on or about August 12, 2014.
12. Plaintiff did not receive payment for all hours worked, during relevant time period, from on or about February 2014, through on or about August 12, 2014. In addition, Defendant

also owes Plaintiff a percentage of commissions for services provided by Plaintiff during his employment.

13. On or about August 12, 2014, Plaintiff complained about Defendants' improper payment of wages. Defendants terminated Plaintiff the same day in direct retaliation for the protected activity described.

**COUNT I**

**Wage & Hour Federal Statutory Violation against  
ASTOR EB-5 LLC  
d/b/a HOTEL ASTOR**

14. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
15. This action is brought by Plaintiff to recover from Defendant unpaid wages 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.*
16. Jurisdiction is conferred on this Court by Title 29 U.S.C. § 216(b).
17. At all times pertinent to this Complaint, corporate Defendant operated 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 corporate Defendant 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.

18. Upon information and belief, at all times material hereto, corporate Defendant's annual gross revenue exceeded \$500,000 per annum on its own, or as part of a joint enterprise with the other corporate Defendants named herein, or which are as of yet unknown but will be revealed through further discovery. To the extent that corporate Defendant operated as part of a joint enterprise, it did so with corporate entities that performed related activities, under the common control of the individual Defendants, and for common business purposes related to the work performed by Plaintiff for Defendant.
19. By reason of the foregoing, the corporate Defendant 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 FLSA, 29 U.S.C. § 203(r) and 203(s). Defendant's business activities involve those to which the Fair Labor Standards Act applies. The Plaintiff's work for the Defendant likewise affects interstate commerce.
20. Plaintiff seeks to recover for unpaid wages accumulated from the date of hire and/or from three (3) years from the date of the filing of this complaint.
21. Defendant knew and/or showed reckless disregard of the provisions of the FLSA concerning the payment of overtime wages as required by the Fair Labor Standards Act and remain owing Plaintiff these unpaid wages since the commencement of Plaintiff's employment with Defendant as set forth above. As such, Plaintiff is entitled to recover double damages.
22. To the extent that Defendant 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, the statute of limitations for Plaintiff's FLSA claims is equitably tolled. *See, e.g., Cruz v. Maypa*, 773 F.3d 138, 147 (4th Cir. 2014) (extending

failure-to-post tolling in the ADEA context to the FLSA); *Yu G. Ke v. Saigon Grill, Inc.*, 595 F. Supp. 2d 240, 259 (S.D.N.Y. 2008) ("[F]ailure to provide required notice of the governing legal requirements may be a sufficient basis for tolling."); *Kamens v. Summit Stainless, Inc.*, 586 F. Supp. 324, 328 (E.D. Pa. 1984) ("An employer's failure to post a statutorily required notice of this type tolls the running of any period of limitations.").

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid overtime wage compensation for hours worked in excess of forty (40) weekly, with interest;
- C. Award Plaintiff an equal amount in double damages/liquidated damages;
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT II**

**Wage & Hour Federal Statutory Violation against  
DAVID J. HART**

23. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
24. At the times mentioned, Defendant was, and is now, **a corporate officer** of corporate Defendant, **ASTOR EB-5 LLC**.
25. Defendant was an employer of Plaintiff 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.

26. Defendant had operational control of the business and is thus jointly liable for Plaintiff's damages.
27. Defendant willfully and intentionally refused to properly pay Plaintiff's wages as required by the law of the United States as set forth above and remains owing Plaintiff these wages since the commencement of Plaintiffs' employment with Defendant as set forth above.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid overtime wages for hours worked in excess of forty (40) weekly, with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT III**

**FLSA Retaliation Violation against  
ASTOR EB-5 LLC  
d/b/a HOTEL ASTOR**

28. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.

29. 29 U.S.C. § 215(a)(3) of the FLSA states that it is a violation to “discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.”
30. Defendant’s conduct as set forth above constitutes a violation of the FLSA’s anti-retaliation provision.
31. The motivating factor that caused Plaintiff’s adverse employment action as described above was Plaintiff’s complaint regarding not being properly paid for all hours worked.
32. The Defendant’s conduct was in direct violation of the FLSA, and, as a direct result, Plaintiff has been damaged.
33. Plaintiff is requesting Punitive Damages.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff’s rights;
- B. Enter judgment against Defendant for all **back wages** from the date of discharge to the present date and an equal amount of back wages as liquidated damages, and;
- C. Enter judgment against Defendant for all front wages until Plaintiff becomes 65 years of age; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Award Plaintiff the costs of this action, together with a reasonable attorneys’ fees; and

F. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT IV**

***FLSA Retaliation Violation against***

***DAVID J. HART***

73. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
74. 29 U.S.C. § 215(a)(3) of the FLSA states that it is a violation to “discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.”
75. Defendant’s conduct as set forth above constitutes a violation of the FLSA’s anti-retaliation provision.
76. **The motivating factor that caused Plaintiff’s adverse employment action as described above was Plaintiff’s complaint regarding not being properly paid for all hours worked.**
77. The Defendant’s conduct was in direct violation of the FLSA, and, as a direct result, Plaintiff has been damaged.
78. Plaintiff is requesting Punitive Damages.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff’s rights;
- B. Enter judgment against Defendant for all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages. and;

- C. Enter judgment against Defendant for all front wages until Plaintiff becomes 65 years of age; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- F. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT V**

**FMWA Violation against  
ASTOR EB-5 LLC  
d/b/a HOTEL ASTOR**

- 79. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
- 80. This action is brought by Plaintiff and other similarly-situated individuals to recover from the Defendant **unpaid minimum wage compensation**, as well as an additional amount as liquidated damages, costs, and reasonable attorney's fees under the provisions of the FMWA, and specifically under the provisions of Fla. Stat. § 448.110.
- 81. Defendant business activities involve those to which the Florida Minimum Wage Law applies.
- 82. Plaintiff seeks to recover for unpaid minimum wages accumulated from the date of hire and/or from five (5) years from the date of the filing of this complaint. **Florida's hourly minimum wage in 2010 was \$7.25; in 2011 was \$7.31; in 2012 was \$7.67; in 2013 was \$7.79; in 2014 was \$7.93; and in 2015 is \$8.05.**

83. Defendant knew and/or showed reckless disregard of the provisions of the FMWA concerning the payment of minimum wages as required by the FMWA and remain owing Plaintiff these wages since the commencement of Plaintiff's employment with Defendant as set forth above. As such, Plaintiff is entitled to recover double damages.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid minimum wages, with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT VI**

***FMWA Violation against  
DAVID J. HART***

84. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
85. At the times mentioned, Defendant was, and is now, a corporate officer of corporate Defendant, **ASTOR EB-5 LLC**.
86. Defendant was an employer of Plaintiff within the meaning of the Florida Minimum Wage Law.
87. Defendant had operational control of the business and is thus jointly liable for Plaintiff's damages.

88. Defendant willfully and intentionally refused to properly pay Plaintiff's wages as required by the law of the United States as set forth above and remains owing Plaintiff these wages since the commencement of Plaintiff's employment with Defendants as set forth above.

WHEREFORE, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid minimum wages; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT VII**

***FMWA Retaliation Violation against***  
**ASTOR EB-5 LLC**  
**d/b/a HOTEL ASTOR**

89. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
90. Defendant's conduct as set forth above constitutes a violation of the FMWA's anti-retaliation provision.
91. The motivating factor that caused Plaintiff's adverse employment action as described above was Plaintiff's complaint regarding not being properly paid for all hours worked.

96. The Defendant's conduct was in direct violation of the FMWA, and, as a direct result, Plaintiff has been damaged.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Enter judgment against the Defendant for all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages, and;
- C. Enter judgment against the Defendant for all front wages until Plaintiffs become 65 years of age; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Award Plaintiff the costs of this action, together with reasonable attorneys' fees; and
- F. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

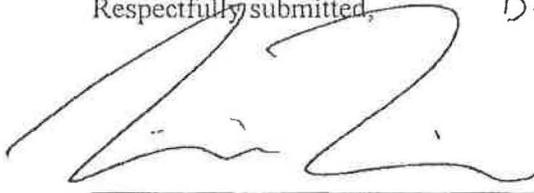
**JURY DEMAND**

Plaintiff demands trial by jury of all issues triable as of right by jury.

Dated: 11/7/16

Respectfully submitted,

Bm# 115578



for

Anthony M. Georges-Pierre, Esq.  
Florida Bar No. 533637  
**REMER & GEORGES-PIERRE, PLLC**  
44 West Flagler St., Suite 2200  
Miami, FL 33130  
Telephone: 305-416-5000  
Facsimile: 305-416-5005  
[agp@rgpattoorneys.com](mailto:agp@rgpattoorneys.com)  
[apetisco@rgpattoorneys.com](mailto:apetisco@rgpattoorneys.com)  
[rregueiro@rgpattoorneys.com](mailto:rregueiro@rgpattoorneys.com)  
[pn@rgpattoorneys.com](mailto:pn@rgpattoorneys.com)

Filing # 33194590 E-Filed 10/13/2015 05:54:05 PM  
FORM 1.997. CIVIL COVER SHEET

The 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. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of the Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075.

I. CASE STYLE

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.: \_\_\_\_\_  
Judge: \_\_\_\_\_

RAMSEY PIMENTEL

Plaintiff

vs.

ASTOR WASHINGTON CORP d/b/a ASTOR HOTEL, KARIM MASRI, KHALED MASRI

Defendant

II. TYPE OF CASE

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence – other
  - Business governance
  - Business torts
  - Environmental/Toxic tort
  - Third party indemnification
  - Construction defect
  - Mass tort
  - Negligent security
  - Nursing home negligence
  - Premises liability – commercial
  - Premises liability – residential
- Products liability
- Real Property/Mortgage foreclosure
  - Commercial foreclosure \$0 - \$50,000
  - Commercial foreclosure \$50,001 - \$249,999
  - Commercial foreclosure \$250,000 or more
  - Homestead residential foreclosure \$0 – 50,000
  - Homestead residential foreclosure \$50,001 - \$249,999
  - Homestead residential foreclosure \$250,000 or more
  - Non-homestead residential foreclosure \$0 - \$50,000
  - Non-homestead residential foreclosure \$50,001 - \$249,999
  - Non-homestead residential foreclosure \$250,00 or more
  - Other real property actions \$0 - \$50,000

- Other real property actions \$50,001 - \$249,999
- Other real property actions \$250,000 or more
- Professional malpractice
  - Malpractice – business
  - Malpractice – medical
  - Malpractice – other professional
- Other
  - Antitrust/Trade Regulation
  - Business Transaction
  - Circuit Civil - Not Applicable
  - Constitutional challenge-statute or ordinance
  - Constitutional challenge-proposed amendment
  - Corporate Trusts
  - Discrimination-employment or other
  - Insurance claims
  - Intellectual property
  - Libel/Slander
  - Shareholder derivative action
  - Securities litigation
  - Trade secrets
  - Trust litigation

**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes  No

**III. REMEDIES SOUGHT (check all that apply):**

- Monetary;
- Non-monetary
- Non-monetary declaratory or injunctive relief;
- Punitive

**IV. NUMBER OF CAUSES OF ACTION: ( )**  
(Specify)

8

**V. IS THIS CASE A CLASS ACTION LAWSUIT?**

- Yes
- No

**VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- No
- Yes – If "yes" list all related cases by name, case number and court:

**VII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- Yes
- No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature s/ Anthony M Georges-Pierre  
Attorney or party

FL Bar No.: 533637

(Bar number, if attorney)

Anthony M Georges-Pierre 10/13/2015  
(Type or print name)

Date

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE No.:

**RAMSEY PIMENTEL,**  
and other similarly situated individuals,

Plaintiff

v.

**ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR**  
a Florida Profit Corporation, and **KARIM MASRI**, individually,  
and **KHALED S. MASRI**, individually,

Defendants.

---

**COMPLAINT**

Plaintiff RAMSEY PIMENTEL ("Plaintiff"), by and through the undersigned counsel, hereby sues Defendants, ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR a Florida Limited Liability Company, and KARIM MASRI, individually, and KHALED S. MASRI, individually, collectively ("Defendants"), and in support avers as follows:

**GENERAL ALLEGATIONS**

1. This is an action by the Plaintiff for damages exceeding \$15,000 excluding attorneys' fees or costs for unpaid wages and retaliation under the Fair Labor Standards Act, 29 U.S.C. §§ 201-219 ("FLSA") and the Florida Minimum Wage Act, Fla. Stat. § 448.110 ("FMWA").
2. This Court has jurisdiction over Plaintiff's FLSA claims pursuant to the 29 U.S.C. § 216.

3. Plaintiff was at all times relevant to this action, and continues to be, a resident of Miami Dade County Florida, within the jurisdiction of this Honorable Court. Plaintiff is a covered employee for purposes of the FLSA and FMWA.
4. Defendant ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR a Florida Profit Corporation, having its main place of business in Miami Dade County, Florida, where Plaintiff worked for Defendant and at all times material hereto was and is engaged in interstate commerce.
5. Defendant, KARIM MASRI, is a corporate officer of, and exercised operational control over the activities of, corporate Defendant, ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR.
6. Defendant KHALED S. MASRI, is a corporate officer of, and exercised operational control over the activities of, corporate Defendant, ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR.
7. Venue is proper in Miami Dade County because all of the actions that form the basis of this Complaint occurred within Miami Dade County and payment was due in Miami Dade County.
8. Declaratory, injunctive, legal and equitable relief sought pursuant to the laws set forth above together with attorneys' fees, costs and damages.
9. All conditions precedent for the filing of this action before this Court have been previously met, including the exhaustion of all pertinent administrative procedures and remedies.

**FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

10. Plaintiff performed work for Defendants as a food and beverage non- exempt employee from on or about February 2014, through on or about August 12, 2014.

11. Plaintiff was not paid the proper minimum wage rate as proscribed by the laws of the United States and the State of Florida.
12. Plaintiff was not paid any compensation for approximately the last three months worked. In addition, Defendant also owes Plaintiff a percentage of commissions for services provided by Plaintiff during his employment.
13. On or about August 12, 2014, Plaintiff complained about Defendants' improper payment of wages. Defendants terminated Plaintiff the same day in direct retaliation for the protected activity described.

**COUNT I**  
***FMWA Violation against***  
***ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR***

14. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
15. This action is brought by Plaintiff and other similarly-situated individuals to recover from the Defendant unpaid minimum wage compensation, as well as an additional amount as liquidated damages, costs, and reasonable attorney's fees under the provisions of the FMWA, and specifically under the provisions of Fla. Stat. § 448.110.
16. Defendant business activities involve those to which the Florida Minimum Wage Law applies.
17. Plaintiff seeks to recover for unpaid minimum wages accumulated from the date of hire and/or from five (5) years from the date of the filing of this complaint. Florida's hourly minimum wage in 2010 was \$7.25; in 2011 was \$7.31; in 2012 was \$7.67; in 2013 was \$7.79; in 2014 was \$7.93; and in 2015 is \$8.05.
18. Defendant knew and/or showed reckless disregard of the provisions of the FMWA concerning the payment of minimum wages as required by the FMWA and remain owing

Plaintiff these wages since the commencement of Plaintiff's employment with Defendant as set forth above. As such, Plaintiff is entitled to recover double damages.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid minimum wages, with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT II**  
***FMWA Violation against***  
***KARIM MASRI***

- 19. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
- 20. At the times mentioned, Defendant was, and is now, a corporate officer of corporate Defendant, ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR.
- 21. Defendant was an employer of Plaintiff within the meaning of the Florida Minimum Wage Law.
- 22. Defendant had operational control of the business and is thus jointly liable for Plaintiff's damages.
- 23. Defendant willfully and intentionally refused to properly pay Plaintiff's wages as required by the law of the United States as set forth above and remains owing Plaintiff these wages since the commencement of Plaintiff's employment with Defendants as set

forth above.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid minimum wages; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT III**  
***FMWA Violation against***  
***KHALED S. MASRI***

- 24. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
- 25. At the times mentioned, Defendant was, and is now, a corporate officer of corporate Defendant, ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR..
- 26. Defendant was an employer of Plaintiff within the meaning of the Florida Minimum Wage Law.
- 27. Defendant had operational control of the business and is thus jointly liable for Plaintiff's damages.
- 28. Defendant willfully and intentionally refused to properly pay Plaintiff's wages as required by the law of the United States as set forth above and remains owing Plaintiff

these wages since the commencement of Plaintiff's employment with Defendants as set forth above.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid minimum wages; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT IV**

***FMWA Retaliation Violation against  
ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR***

- 29. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
- 30. Defendant's conduct as set forth above constitutes a violation of the FMWA's anti-retaliation provision.
- 31. The motivating factor that caused Plaintiff's adverse employment action as described above was Plaintiff's complaint regarding not being properly paid for all hours worked.
- 32. The Defendant's conduct was in direct violation of the FMWA, and, as a direct result, Plaintiff has been damaged.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Enter judgment against Defendant for all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages, and;
- C. Enter judgment against Defendant for all front wages until Plaintiff becomes 65 years of age; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- F. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT V**

***Wage & Hour Federal Statutory Violation against  
ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR***

- 33. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
- 34. This action is brought by Plaintiff to recover from Defendant unpaid minimum wage 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.*
- 35. Jurisdiction is conferred on this Court by Title 29 U.S.C. § 216(b).
- 36. At all times pertinent to this Complaint, Defendant operated 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 Defendant 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.
37. Upon information and belief, the annual gross revenue of the Defendant was at all times material hereto in excess of \$500,000 per annum, and, by virtue of working in interstate commerce, otherwise satisfies the FLSA's coverage requirements.
38. By reason of the foregoing, the Defendant 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 FLSA, 29 U.S.C. § 203(r) and 203(s). Defendant's business activities involve those to which the Fair Labor Standards Act applies. The Plaintiff's work for the Defendant likewise affects interstate commerce.
39. Plaintiff seeks to recover for unpaid wages accumulated from the date of hire and/or from three (3) years from the date of the filing of this complaint.
40. Defendant knew and/or showed reckless disregard of the provisions of the FLSA concerning the payment of overtime wages as required by the Fair Labor Standards Act and remain owing Plaintiff these unpaid wages since the commencement of Plaintiff's employment with Defendant as set forth above. As such, Plaintiff is entitled to recover double damages.
41. To the extent that Defendant 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, the statute of limitations for Plaintiff's FLSA claims is equitably tolled. *See, e.g., Cruz v. Maypa*, 773 F.3d 138, 147 (4th Cir. 2014) (extending failure-to-post tolling in the ADEA context to the FLSA); *Yu G. Ke v. Saigon Grill, Inc.*,

595 F. Supp. 2d 240, 259 (S.D.N.Y. 2008) ("[F]ailure to provide required notice of the governing legal requirements may be a sufficient basis for tolling."); *Kamens v. Summit Stainless, Inc.*, 586 F. Supp. 324, 328 (E.D. Pa. 1984) ("An employer's failure to post a statutorily required notice of this type tolls the running of any period of limitations.").

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid minimum compensation wage for hours worked, with interest;
- C. Award Plaintiff an equal amount in double damages/liquidated damages;
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT VI**

***Wage & Hour Federal Statutory Violation against  
KARIM MASRI***

42. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
43. At the times mentioned, Defendant was, and is now, a corporate officer of corporate Defendant, ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR.
44. Defendant was an employer of Plaintiff 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.

45. Defendant had operational control of the business and is thus jointly liable for Plaintiff's damages.
46. Defendant willfully and intentionally refused to properly pay Plaintiff minimum wages as required by the law of the United States as set forth above and remains owing Plaintiff these min wages since the commencement of Plaintiff's employment with Defendant as set forth above.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid wages and for hours worked with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Require Defendant to reinstate Plaintiff to his position at the rate of pay and with the full benefits she would have, had she not been discriminated against by Defendant, or in lieu of reinstatement, award her front pay;
- F. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- G. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT VII**  
***Wage & Hour Federal Statutory Violation against***  
***KHALED S. MASRI***

47. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
48. At the times mentioned, Defendant was, and is now, a corporate officer of corporate Defendant, ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR.
49. Defendant was an employer of Plaintiff 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.
50. Defendant had operational control of the business and is thus jointly liable for Plaintiff's damages.
51. Defendant willfully and intentionally refused to properly pay Plaintiff minimum wages as required by the law of the United States as set forth above and remains owing Plaintiff these min wages since the commencement of Plaintiff's employment with Defendant as set forth above.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid wages and for hours worked with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;

E. Require Defendant to reinstate Plaintiff to his position at the rate of pay and with the full benefits she would have, had she not been discriminated against by Defendant, or in lieu of reinstatement, award her front pay;

52. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and

53. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT VIII**

***FLSA Retaliation Violation against  
ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR***

54. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
55. 29 U.S.C. § 215(a)(3) of the FLSA states that it is a violation to “discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.”
56. Defendant’s conduct as set forth above constitutes a violation of the FLSA’s anti-retaliation provision.
57. The motivating factor that caused Plaintiff’s adverse employment action as described above was Plaintiff’s complaint regarding not being properly paid for all hours worked.
58. The Defendant’s conduct was in direct violation of the FLSA, and, as a direct result, Plaintiff has been damaged.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Enter judgment against Defendant for all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages, and;
- C. Enter judgment against Defendant for all front wages until Plaintiff becomes 65 years of age; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- F. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**JURY DEMAND**

Plaintiff demands trial by jury of all issues triable as of right by jury.

Dated 10/13/2015

Respectfully submitted,

 ANT. NO. 113376 FOR

Anthony M. Georges-Pierre, Esq.

Florida Bar No. 533637

agp@rgpattoorneys.com

**REMER & GEORGES-PIERRE, PLLC**

44 West Flagler St., Suite 2200

Miami, FL 33130

Telephone: 305-416-5000

Facsimile: 305-416-5005

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE No.:

**RAMSEY PIMENTEL,**  
and other similarly situated individuals,

Plaintiff

v.

**ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR**  
a Florida Profit Corporation, and **KARIM MASRI**, individually,  
and **KHALED S. MASRI**, individually,

Defendants.

---

**SUMMONS IN A CIVIL CASE**

**TO: ASTOR WASHINGTON CORP** through its Registered Agent:

KARIM MASRI  
1691 MICHIGAN AVE  
325  
MIAMI BEACH FLORIDA 33139

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET  
SUITE 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within **20 days** after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

---

CLERK

DATE

---

(BY) DEPUTY CLERK

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE No.:

**RAMSEY PIMENTEL,**  
and other similarly situated individuals,

Plaintiff

v.

**ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR**  
a Florida Profit Corporation, and **KARIM MASRI**, individually,  
and **KHALED S. MASRI**, individually,

Defendants.

---

**SUMMONS IN A CIVIL CASE**

**TO:** through its Registered Agent:

KARIM MASRI  
1691 MICHIGAN AVE  
325  
MIAMI BEACH FLORIDA 33139

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET  
SUITE 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within **20 days** after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

---

CLERK

DATE

---

(BY) DEPUTY CLERK

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE No.:

**RAMSEY PIMENTEL,**  
and other similarly situated individuals,

Plaintiff

v.

**ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR**  
a Florida Profit Corporation, and **KARIM MASRI**, individually,  
and **KHALED S. MASRI**, individually,

Defendants.

---

**SUMMONS IN A CIVIL CASE**

**TO:** through its Registered Agent:

KHALED S. MASRI  
1691 MICHIGAN AVE  
325  
MIAMI BEACH FLORIDA 33139

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET  
SUITE 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within **20 days** after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(BY) DEPUTY CLERK

Filing # 34381737 E-Filed 11/12/2015 03:00:34 PM

RETURN OF SERVICE

State of FLORIDA

County of DADE

Circuit Court

Case Number: 2015-023617CA01

Plaintiff:  
RAMSEY PIMENTEL

vs.

Defendant:  
ASTOR WASHINGTON CORP, ET AL.

For:  
Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Flagler Street  
Ste 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 16th day of October, 2015 at 9:50 am to be served on KARIM MASRI, 1691 MICHIGAN AVE, 325, MIAMI BEACH, FL 33139.

I, JOHN BETANCOURT, do hereby affirm that on the 10th day of November, 2015 at 9:15 pm, I:

**INDIVIDUAL/PERSONAL:** served by delivering a true copy of the **SUMMONS AND COMPLAINT** to: **KARIM MASRI** at the address of: **508 W. DILDO DRIVE, MIAMI BEACH, FL 33139** with the date and hour of service endorsed thereon by me, and informed said person of the contents therein, in compliance with state statutes.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. "UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525.

  
\_\_\_\_\_  
JOHN BETANCOURT  
CFS #2212

OJF SERVICES, INC.  
13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-5750  
Our Job Serial Number: OJF-2015014902



B

FLM 10

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE No.: 2015-023617 CA 01

RAMSEY PIMENTEL,  
and other similarly situated individuals,

Plaintiff

v.

ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR  
a Florida Profit Corporation, and KARIM MASRI, individually,  
and KHALED S. MASRI, individually,

Defendants.

11/10/15  
#2212  
9:15pm  
RS

SUMMONS IN A CIVIL CASE

TO:

KARIM MASRI  
1691 MICHIGAN AVE  
335  
MIAMI BEACH FLORIDA 33139

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET  
SUITE 2200  
MIAMI, FL 33130

② 508 W. DILLON DR  
MIAMI BEACH FL  
33139

OJF SERVICES, INC  
954 929 4215  
WWW.OJFSERVICES.COM

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

CLERK

(BY) DEPUTY CLERK

DATE

OCT 15 2015



14902

Filing # 34381737 E-Filed 11/12/2015 03:00:34 PM

**RETURN OF SERVICE**

State of FLORIDA

County of DADE

Circuit Court

Case Number: 2015-023817CA01

Plaintiff:  
**RAMSEY PIMENTEL**

vs.

Defendant:  
**ASTOR WASHINGTON CORP, ET AL.**

For:  
Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Flagler Street  
Ste 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 16th day of October, 2015 at 9:50 am to be served on ASTOR WASHINGTON CORP, 1691 MICHIGAN AVE, 325, MIAMI BEACH, FL 33139.

I, JOHN BETANCOURT, do hereby affirm that on the 10th day of November, 2015 at 9:15 pm, I:

**CORPORATE:** served by delivering a true copy of the **SUMMONS AND COMPLAINT** with the date and hour of service endorsed hereon by me, to: **KARIM MASRI** as **REGISTERED AGENT** for **ASTOR WASHINGTON CORP**, at the address of: **508 W. DILDO DRIVE, MIAMI BEACH, FL 33139**, and informed said person of the contents therein, in compliance with state statutes.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. \*UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525.

  
\_\_\_\_\_  
**JOHN BETANCOURT**  
CPS #2212

**OJF SERVICES, INC.**  
13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-5750  
Our Job Serial Number: OJF-2015014904



B

stht  
10-

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT, IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE No.: 2015-023617 CA 01

**RAMSEY PIMENTEL,**  
and other similarly situated individuals,

Plaintiff

v.

**ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR**  
a Florida Profit Corporation, and **KARIM MASRI**, individually,  
and **KHALED S. MASRI**, individually,

Defendants.

**SUMMONS IN A CIVIL CASE**

**TO: ASTOR WASHINGTON CORP** through its Registered Agent:

**KARIM MASRI**  
1691 MICHIGAN AVE  
325  
MIAMI BEACH FLORIDA 33139

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

**ANTHONY M. GEORGES-PIERRE, ESQ.**  
**REMER & GEORGES-PIERRE, PLLC.**  
44 WEST FLAGLER STREET  
SUITE 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

CLERK

(BY) DEPUTY CLERK

DATE **OCT 15 2015**



11/10/15  
#2212  
on  
9:15 AM  
P.S.  
508 W. DICKSON DR.  
Miami Beach, FL  
33139

CJF SERVICES, INC  
954 329 4215  
WWW.CJFSERVICES.COM

14909

Filing # 34687118 E-Filed 11/19/2015 05:31:12 PM

**RETURN OF SERVICE**

State of FLORIDA

County of DADE

Circuit Court

Case Number: 2015-023617CA01

Plaintiff:

**RAMSEY PIMENTEL**

vs.

Defendant:

**ASTOR WASHINGTON CORP, ET AL.**

For:

Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Flagler Street  
Ste 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 16th day of October, 2015 at 9:50 am to be served on ASTOR WASHINGTON CORP, 1691 MICHIGAN AVE, 325, MIAMI BEACH, FL 33139.

I, JOHN BETANCOURT, do hereby affirm that on the 10th day of November, 2015 at 9:15 pm, I:

**CORPORATE:** served by delivering a true copy of the **SUMMONS AND COMPLAINT** with the date and hour of service endorsed thereon by me, to: **KARIM MASRI** as **REGISTERED AGENT** for **ASTOR WASHINGTON CORP**, at the address of: **508 W. DILDO DRIVE, MIAMI BEACH, FL 33139**, and informed said person of the contents therein, in compliance with state statutes.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. "UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525.

  
\_\_\_\_\_  
JOHN BETANCOURT  
CPS #2212

OJF SERVICES, INC.  
13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-5750  
Our Job Serial Number: OJF-2015014904



Filing # 34687192 E-Filed 11/19/2015 05:32:45 PM

**RETURN OF SERVICE**

State of **FLORIDA**

County of **DADE**

Circuit Court

Case Number: 2015-023817CA01

Plaintiff:  
**RAMSEY PIMENTEL**

vs.

Defendant:  
**ASTOR WASHINGTON CORP, ET AL.**

For:  
Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Flagler Street  
Ste 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 16th day of October, 2015 at 9:50 am to be served on **KARIM MASRI, 1691 MICHIGAN AVE, 325, MIAMI BEACH, FL 33139.**

I, **JOHN BETANCOURT**, do hereby affirm that on the 10th day of November, 2015 at 9:15 pm, I:

**INDIVIDUAL/PERSONAL:** served by delivering a true copy of the **SUMMONS AND COMPLAINT** to: **KARIM MASRI** at the address of: **508 W. DILDO DRIVE, MIAMI BEACH, FL 33139** with the date and hour of service endorsed thereon by me, and informed said person of the contents therein, in compliance with state statutes.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. "UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525.

  
\_\_\_\_\_  
**JOHN BETANCOURT**  
CPS #2212

**OJF SERVICES, INC.**  
13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-5750  
Our Job Serial Number: OJF-2015014902



Filing # 37111865 E-Filed 01/28/2016 11:35:14 AM

**RETURN OF SERVICE**

**State of FLORIDA**

**County of DADE**

**Circuit Court**

Case Number: 2015-023617CA01

Plaintiff:  
**RAMSEY PIMENTEL**

vs.

Defendant:  
**ASTOR WASHINGTON CORP, ET AL.**

For:  
Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Flagler Street  
Ste 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 16th day of October, 2015 at 9:50 am to be served on KARIM MASRI,  
1691 MICHIGAN AVE, 325, MIAMI BEACH, FL 33139.

I, JOHN BETANCOURT, do hereby affirm that on the 10th day of November, 2015 at 9:15 pm, I:

**INDIVIDUAL/PERSONAL:** served by delivering a true copy of the **SUMMONS AND COMPLAINT** to: **KARIM MASRI** at the address of: **508 W. DILDO DRIVE, MIAMI BEACH, FL 33139** with the date and hour of service endorsed thereon by me, and informed said person of the contents therein, in compliance with state statutes.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE. 92.525.

  
\_\_\_\_\_  
**JOHN BETANCOURT**  
CPS #7212

**OJF SERVICES, INC.**  
13727 S.W. 152nd Street  
P.M.B. 334  
Miami, FL 33177  
(786) 293-5750  
Our Job Serial Number: OJF-2015014902



Filing # 37111996 E-Filed 01/28/2016 11:36:18 AM

**RETURN OF SERVICE**

State of FLORIDA

County of DADE

Circuit Court

Case Number: 2015-023617CA01

Plaintiff:  
RAMSEY PIMENTEL

vs.

Defendant:  
ASTOR WASHINGTON CORP, ET AL.

For:  
Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Flagler Street  
Ste 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 16th day of October, 2015 at 9:50 am to be served on ASTOR WASHINGTON CORP, 1601 MICHIGAN AVE, 325, MIAMI BEACH, FL 33139.

I, JOHN BETANCOURT, do hereby affirm that on the 10th day of November, 2015 at 9:15 pm, I:

**CORPORATE:** served by delivering a true copy of the **SUMMONS AND COMPLAINT** with the date and hour of service endorsed thereon by me, to: **KARIM MASRI** as **REGISTERED AGENT** for **ASTOR WASHINGTON CORP**, at the address of: **508 W. DILDO DRIVE, MIAMI BEACH, FL 33139**, and informed said person of the contents therein, in compliance with state statutes.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. \*UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525.

  
\_\_\_\_\_  
JOHN BETANCOURT  
CPS #2212

OJF SERVICES, INC.  
13727 S.W. 152nd Street  
P.M.B. 364  
Miami, FL 33177  
(786) 293-8750  
Our Job Serial Number: OJF-2015014904



Filing # 38289159 E-Filed 02/25/2016 03:56:52 PM

**RETURN OF SERVICE**

State of FLORIDA

County of DADE

Circuit Court

Case Number: 2015-023617CA01

Plaintiff:  
RAMSEY PIMENTEL

vs.

Defendant:  
ASTOR WASHINGTON CORP, ET AL.

For:  
Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Fiegler Street  
Ste 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 16th day of October, 2015 at 9:50 am to be served on KARIM MASRI,  
1691 MICHIGAN AVE, 325, MIAMI BEACH, FL 33139.

I, JOHN BETANCOURT, do hereby affirm that on the 10th day of November, 2015 at 9:15 pm, I:

**INDIVIDUAL/PERSONAL:** served by delivering a true copy of the **SUMMONS AND COMPLAINT** to: **KARIM MASRI** at the address of: **508 W. DILDO DRIVE, MIAMI BEACH, FL 33139** with the date and hour of service endorsed thereon by me, and informed said person of the contents therein, in compliance with state statutes.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. "UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525.



JOHN BETANCOURT  
CPS #212

OJF SERVICES, INC.  
13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-6750  
Our Job Serial Number: OJF-2015014902



Filing # 38289397 E-Filed 02/25/2016 03:58:43 PM

**RETURN OF SERVICE**

State of FLORIDA

County of DADE

Circuit Court

Case Number: 2015-023617CA01

Plaintiff:  
**RAMSEY PIMENTEL**

vs.

Defendant:  
**ASTOR WASHINGTON CORP, ET AL.**

For:  
Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Flagler Street  
Ste 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 16th day of October, 2015 at 9:50 am to be served on KARIM MASRI,  
1691 MICHIGAN AVE, 325, MIAMI BEACH, FL 33139

I, JOHN BETANCOURT, do hereby affirm that on the 10th day of November, 2015 at 9:15 pm, I:

**INDIVIDUAL/PERSONAL:** served by delivering a true copy of the **SUMMONS AND COMPLAINT** to: **KARIM MASRI** at the address of: **508 W. DILDO DRIVE, MIAMI BEACH, FL 33139** with the date and hour of service endorsed thereon by me, and informed said person of the contents therein, in compliance with state statutes.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525.

\_\_\_\_\_  
JOHN BETANCOURT  
CPS #2212

OJF SERVICES, INC.  
13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-5750  
Our Job Serial Number: OJF-2015014902

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Filing # 39297440 E-Filed 03/22/2016 10:25:05 AM

**IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY,  
FLORIDA**

Case No.2015-023617 CA 01

**RAMSEY PIMENTEL,  
and other similarly situated individuals,**

**Plaintiff(s),**

v.

**ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR  
a Florida Profit Corporation, and KARIM MASRI, individually,  
and KHALED S. MASRI, individually,**

**Defendants.**

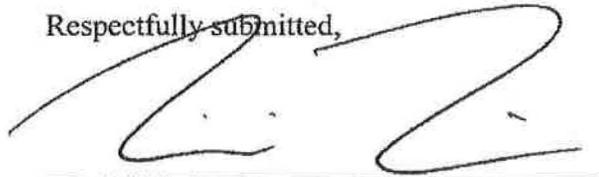
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**MOTION FOR DEFAULT**

Plaintiff, by and through undersigned counsel, move for entry of a default by the clerk in this action against the Defendants, ASTOR WASHINGTON CORP. and KARMIN MASRI., for failure to serve any paper on the undersigned or file any paper as required by law.

Dated: 3/22/16

Respectfully submitted,



---

Anthony M. Georges-Pierre, Esq.  
Florida Bar Number: 533637  
Rainier Regueiro, Esq.  
Florida Bar Number: 115578  
**REMER & GEORGES-PIERRE, PLLC**  
44 West Flagler Street, Suite 2200  
Miami, Florida 33130  
Phone: (305) 416-5000  
Fax: (305) 416-5005  
Email: [agp@rgpattorneys.com](mailto:agp@rgpattorneys.com)  
[rregueiro@rgpattorneys.com](mailto:rregueiro@rgpattorneys.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on 3/22/16 a true and correct copy of the foregoing was furnished via US Mail to the following:

Astor Washington Corp.  
508 W. Dildo Drive  
Miami Beach, FL 33139

Karmin Masri  
508 W. Dildo Drive  
Miami Beach, FL 33139

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, positioned above the printed name and bar number.

Anthony M. Georges-Pierre, Esq.  
Florida Bar Number: 533637

**IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY,  
FLORIDA**

**Case No.2015-023617 CA 01**

**RAMSEY PIMENTEL,  
and other similarly situated individuals,**

**Plaintiff(s),**

**v.**

**ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR  
a Florida Profit Corporation, and KARIM MASRI, individually,  
and KHALED S. MASRI, individually,**

**Defendants.**

---

**DEFAULT**

A default is entered in this action against Defendants, ASTOR WASHINGTON CORP., and KARMIN MASRI named in the foregoing motion, for failure to serve or file any paper as required by law.

Dated on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CLERK OF THE CIRCUIT COURT**

(SEAL)

As Clerk of the Court

By: \_\_\_\_\_  
As Deputy Clerk



IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY,  
FLORIDA

Case No. 2015-023617 CA 01

RAMSEY PIMENTEL,  
and other similarly situated individuals,

Plaintiff(s),

v.

ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR  
a Florida Profit Corporation, and KARIM MASRI, individually,  
and KHALED S. MASRI, individually,

Defendants.

SHAHNOR JUDGE  
FILED  
2016 MAR 23 AM 8:18  
CLERK OF THE CIRCUIT COURT

DEFAULT

A default is entered in this action against Defendants, ASTOR WASHINGTON CORP.,  
~~and KARIM MASRI~~ named in the foregoing motion, for failure to serve or file any paper as  
required by law.

Dated on this \_\_\_\_\_ day of MAR 23 2016, 2016.

CLERK OF THE CIRCUIT COURT

(SEAL)

As Clerk of the Court

By  301082  
A. Deputy Clerk  


Filing # 45069035 E-Filed 08/10/2016 04:07:22 PM

REPORT OF NON-SERVICE

State of FLORIDA

County of DADE

Circuit Court

Case Number: 2015-023817CA01

Plaintiff:  
RAMSEY PIMENTEL

vs.

Defendant:  
ASTOR WASHINGTON CORP, ET AL.

For:  
Anthony M. Georges-Pierre  
REMER & GEORGES-PIERRE, PLLC  
44 W. Flagler Street  
Sta 2200  
Miami, FL 33130

Received by OJF SERVICES, INC. on the 16th day of October, 2015 at 9:50 am to be served on KHALED S. MASRI, 1891 MICHIGAN AVE, APT. 325, MIAMI BEACH, FL 33139.

I, JOHN BETANCOURT, do hereby affirm that on the 9th day of August, 2016 at 12:00 pm, I:

NON-SERVED the SUMMONS AND COMPLAINT at the address of 1891 MICHIGAN AVE, APT. 325, MIAMI BEACH, FL 33139 for the reason that I failed to find KHALED S. MASRI or any information to allow further search. Read the comments below for further details.

Additional Information pertaining to this Service:  
UNKNOWN AT THE ADDRESS PROVIDED

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A CERTIFIED PROCESS SERVER, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH THE PROCESS WAS SERVED. \*UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE. 92.525.

  
\_\_\_\_\_  
JOHN BETANCOURT  
CPS #2212

OJF SERVICES, INC.  
13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-5750  
Our Job Serial Number: OJF-2015014903



5/6/16  
16-

28

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE No.: 2015 - 023617 CAO1

**RAMSEY PIMENTEL,**  
and other similarly situated individuals,

Plaintiff

v.

**ASTOR WASHINGTON CORP d/b/a HOTEL ASTOR**  
a Florida Profit Corporation, and **KARIM MASRI**, individually,  
and **KHALED S. MASRI**, individually,

Defendants.

**SUMMONS IN A CIVIL CASE**

TO:

**KHALED S. MASRI**  
1691 MICHIGAN AVE  
325  
~~MIAMI BEACH FLORIDA 33139~~

②  
1530 Key Blvd.  
Apt 111  
ARLINGTON, VA 22209

OUR SERVICES ARE  
974 263 8210  
WWW.OJFSERVICES.COM

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

**ANTHONY M. GEORGES-PIERRE, ESQ.**  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET  
SUITE 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within **20 days** after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

CLERK

DATE

(BY) DEPUTY CLERK

OCT 15 2015



14903

Filing # 48122624 E-Filed 10/26/2016 02:20:36 PM

IN THE COUNTY COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

RAMSEY PIMENTEL

Plaintiff,

vs.

Case No. 2015-023617-CA-01

ASTOR WASHINGTON CORP ET. AL.

Defendant.

---

**MOTION FOR DEFAULT BY THE COURT**

Plaintiff, RAMSEY PIMENTEL (“Plaintiff”), by and through undersigned counsel, and moves for entry of a default against Defendants, Karim Masri (“Defendant”), for failure to plead or otherwise defend this action as required by law. In support thereof, Plaintiff additionally states as follows:

1. On or about November 10, 2015, the Defendants were properly served with a copy of the complaint.
2. As of this date Defendants have yet to file any response or answer to complaint.
3. Pursuant to Fla. R. Civ. P. 1.500(b), “[w]hen a party against whom affirmative relief is sought has failed to plead or otherwise defend as provided by these rules or any applicable statute or any order of court, the court may enter a default against such party; provided that if such party has filed or served any paper in the action, that party shall be served with notice of the application for default.”
4. The filing of a nonresponsive “paper,” such as a motion for extension of time without more, in an effort to furnish mere record activity and avoid the provisions of Fla. R. Civ. P. 1.500(a) and (b) is insufficient and considered to be an intolerable delaying tactic and an abuse

of process. *See Picchi v. Barnett Bank of S. Florida, N.A.*, 521 So. 2d 1090 (Fla. 1988).

5. While filing such a motion may be enough to avoid default by the clerk under Fla. R. Civ. P. 1.500(a), *see Pierce Hardy Ltd. P'ship v. Harrison Bros. Contr., LLC*, 13 So. 3d 175 (Fla. 5th DCA 2009), such inaction is wholly inadequate to circumvent entry of default by the Court pursuant to Fla. R. Civ. P. 1.500(b) and does not even necessitate a hearing on the motion for default once filed—only notice to the Defendants that Plaintiff is so moving. *See Picchi, supra*.

6. In compliance with applicable rules of procedure, Plaintiff has provided Defendants with notice of Plaintiff's application for default by the Court. *See, e.g.*, Certificate of Service below.

7. The Clerk denied entering default as to this defendant due to failure of attaching an affidavit on non-military service. Please see the affidavit attached as exhibit A

WHEREFORE Plaintiff moves this Honorable Court for entry of a default against the Defendants for failure to comply with the Court's Order and to otherwise defend this action as required by law.

Dated: October, 2016

Respectfully submitted,

s/ Rainier Regueiro

Rainier Regueiro, Esq.

Florida Bar Number: 115578

**REMER & GEORGES-PIERRE, PLLC**

44 West Flagler Street, Suite 2200

Miami, Florida 33130

Phone: (305) 416-5000

Fax: (305) 416-5005

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on October 26, 2016, I electronically filed the foregoing document with the Clerk of the Court. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties, either via electronic transmission of Notices generated by the Florida Courts E-Filing Portal or in some other authorized manner for those counsel or parties who are not authorized to receive such Notices.

**KARIM MASRI**  
508 W. DILDO DRIVE,  
MIAMI BEACH, FL 33139

s/ Rainier Regueiro  
Rainier Regueiro, Esq.  
Florida Bar Number: 115578

IN THE COUNTY COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

RAMSEY PIMENTEL

Plaintiff,

vs.

Case No. 2015-023617-CA-01

ASTOR WASHINGTON CORP ET. AL.

Defendant.

---

**DEFAULT**

A default is entered in this action against Defendant, Karim Masri., named in the foregoing motion, for failure to defend this action as required by law.

DONE and ORDERED in chambers on this \_\_\_\_ day of \_\_\_\_\_, 2016.

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BRONWYN C. MILLER  
CIRCUIT COURT JUDGE

Copies to all counsel of record.

**Anthony Georges-Pierre, Esq.,**  
agp@rgpattorneys.com, rregueiro@rgpattorneys.com, pn@rgpattorneys.com.

**DECLARATION OF JOHN BETANCOURT PURSUANT TO FLA. STAT. § 92.525**

THE UNDERSIGNED hereby makes this Sworn declaration pursuant to FLA. STAT. § 92.525, and under penalty of perjury, states as follows:

1. My name is **JOHN BETANCOURT**. I am over 18 years of age. I am fully competent to make this declaration and do so based upon the best of my knowledge, both direct and indirect, of the information stated below, and I am authorized to make the statements and representations herein.
2. I am *sui juris*, of majority age, and I declare, certify, verify and state under penalty of perjury, that the following statements are true and correct to the best of my knowledge, information and belief, based on either personal knowledge or review of relevant documents and records.
3. If called to testify before the Court with regard to the contents of this Sworn Declaration, my testimony will be identical to the contents hereof.
4. On November 10, 2015 I served Karim Masri. at 500 W Dildo Drive, Miami Beach FL, 33139
5. I served by delivering a true copy of the summons and complaint with the date and hour of service endorsed thereon by me to Karim Masri
6. Based upon inquiry of Karim Masri, Defendant is not in the military service of the United States of America.

**FURTHER DECLARANT SAYETH NOT.**

**VERIFICATION PURSUANT TO FLA. STAT. § 92.525**

Under penalties of perjury, I, John Berncourt, declare that I have read the foregoing and that the facts contained herein are true.

Executed on this 4 day of October, 2016

John Berncourt  
Sign name

[Signature]  
Print name

SWORN AND SUBSCRIBED before me this 4 day of October, 2016.

[Signature]  
NOTARY PUBLIC, State of Florida

My Commission expires:

Personally known / or produced identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



IN THE COUNTY COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND FOR  
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RAMSEY PIMENTEL

Plaintiff,

vs.

Case No. 2015-023617-CA-01

ASTOR WASHINGTON CORP ET. AL.

Defendant.

**DEFAULT**

A default is entered in this action against Defendant, Karim Masri, named in the foregoing motion, for failure to defend this action as required by law.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 10/26/16.



BRONWYN C. MILLER  
CIRCUIT COURT JUDGE

**No Further Judicial Action Required on THIS  
MOTION  
CLERK TO RECLOSE CASE IF POST  
JUDGMENT**

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.

Copies to all counsel of record.

**Anthony Georges-Pierre, Esq.,**  
agp@rgpattoomeys.com, rregueiro@rgpattoomeys.com, pn@rgpattoomeys.com.

Filing # 48508070 E-Filed 11/04/2016 11:09:05 AM

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

RAMSEY PIMENTEL, an individual                      GENERAL JURISDICTION DIVISION

Plaintiff,

v.

CASE NO. 2015-023617-CA 01

ASTOR WASHINGTON CORP. d/b/a  
HOTEL ASTOR, a Florida corporation,  
KARIM MASRI, an individual, and  
KHALED S. MASRI, an individual,

Defendants.

**NOTICE OF APPEARANCE OF COUNSEL  
AND E-MAIL DESIGNATION**

PLEASE TAKE NOTICE that the undersigned firm appears in the above-styled case as counsel for Defendants, ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR (the "Company") and KARIM MASRI ("Masri") (jointly, the "Defendants"). All parties are requested to send a copy of all court papers and communications to the undersigned counsel.

Notice is also hereby given, in compliance with Rule 2.516(b)(1), Florida Rules of Judicial Administration, of the primary e-mail address and secondary e-mail address for counsel for Defendants in this action as follows:

Primary E-Mail Address: mpardo@pardogainsburg.com  
Primary E-Mail Address: spardo@pardogainsburg.com  
Second Secondary E-Mail Address: mfuentes@pardogainsburg.com  
Second Secondary E-Mail Address: jlb@pardogainsburg.com

**PARDO GAINSBURG, PL**  
Attorneys for Defendants  
200 S.E. First Street, Suite 700  
Miami, FL 33131  
Phone: (305) 358-1001  
Facsimile: (305) 358-2001

By: /s/ Michael J. Pardo  
Michael J. Pardo  
Florida Bar No. 77562  
Stevan J. Pardo  
Fla. Bar No. 438626

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served by e-mail in compliance with Fla.R.Jud.Admin. 2.516 on all parties in accordance with the Florida Rules of Civil Procedure on this 4th day of November, 2016.

*/s/ Michael J. Pardo*

Michael J. Pardo

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

RAMSEY PIMENTEL, an individual

GENERAL JURISDICTION DIVISION

Plaintiff,

v.

CASE NO. 2015-023617-CA 01

ASTOR WASHINGTON CORP. d/b/a  
HOTEL ASTOR, a Florida corporation,  
KARIM MASRI, an individual, and  
KHALED S. MASRI, an individual,

Defendants.

DEFENDANTS, ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR'S  
AND KARIM MASRI'S MOTION TO SET ASIDE DEFAULT

Defendants, ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR (the "Company") and KARIM MASRI ("Masri") (jointly, the Company and Masri are referred to herein as the "Defendants"), by and through their undersigned counsel, and pursuant to Florida Rule of Civil Procedure 1.540(b), move to set aside the default entered on March 23, 2016 against the Company, and the default entered on October 26, 2016 against Masri. In support of this motion, Defendant would show unto this Court the following:

1. On October 13, 2016, Plaintiff filed its Complaint. The Complaint alleges violations of state and federal wage laws against Defendants.
2. Defendants failed to respond to the Complaint through mistake, inadvertence or excusable neglect as discussed in more detail below.
3. Defendants have brought this motion to the Court's attention within one day of learning of the entry of the default.
4. Defendants have meritorious defenses to the claims raised by Plaintiff as shown by the Affidavit of Karim Masri attached hereto as **Exhibit "A"** and the Answer and Affirmative Defenses attached hereto as **Exhibit "B."**

5. From approximately 1993 to 2008, the Company owned the Astor Hotel located in Miami Beach, Florida (the "Hotel").

6. In 2008, the Company sold the Hotel to a third-party. Following the sale of the Hotel, neither Masri nor the Company retained any ownership interest in the Hotel.

7. According to the Complaint, Plaintiff asserts that the Defendants committed employment violations in 2014 – six (6) years after the Company sold the Hotel.

8. In short, such conduct is impossible. The Company has not owned, or had any involvement in the Hotel since 2008. Masri also has not had any involvement in the Hotel since 2008.

9. When Masri received the Complaint, Masri sent the Complaint to his office with instructions to transmit the Complaint to legal counsel so that the Defendants could raise appropriate defenses.

10. Masri first learned that no action had been taken on his or the Company's behalf on November 3, 2016, when he received a copy of the default against him.

11. As soon as Masri learned of the default, Masri and the Company moved as expeditiously as possible – within 24 hours - to file the instant motion to vacate the default.

#### Memorandum of Law

Rule 1.540(b), Fla. R. Civ. P. states, in pertinent part, that

[o]n motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, decree, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or **excusable** neglect...

Courts have interpreted Rule 1.540(b) in its entirety to require a showing of **excusable** neglect, assertion of a **meritorious** defense, and due diligence in seeking to vacate the default. *Cinkat Transp., Inc. v. Md. Cas. Co.*, 596 So.2d 746, 747 (Fla. 3d DCA 1992); *Gables Club*

*Marina, LLC v. Gables Condominium and Club Association, Inc.*, 948 So. 2d 21 (Fla. 3d DCA 2006).

In the instant case, Defendant has satisfied all three factors. First, Defendants demonstrate excusable neglect because its failure to respond to the complaint resulted from a misunderstanding as to the handling of the complaint by its legal counsel. Similar clerical mistakes and genuine misunderstandings in comparable circumstances have qualified as excusable neglect under Florida law. *See, e.g. Edwards v. Najjar*, 748 So. 2d 1101, 1102 (Fla. 3d DCA 2000)(excusable neglect existed where a defendant's mishandling of the complaint was caused by misplacing the complaint in his "second priority stack of documents, to be handled after matters requiring his immediate attention."); *Carter, Hawley, Hale Stores, Inc. v. Whitman*, 516 So. 2d 83 (Fla. 3d DCA 1987) (excusable neglect found when corporate secretary lost complaint in a pile of unrelated documents and was responsible for obtaining counsel to file an appropriate response); *Broward County v. Perdue*, 432 So.2d 742 (Fla. 4th DCA 1983) (finding excusable neglect where summons and complaint had been inadvertently paper clipped to back of another file and then replaced in file cabinet); *Royal Caribbean Cruises, Ltd. v. Traveler*, 699 847 (Fla. 3d DCA 1997) (holding that "[r]egardless of whether Royal Caribbean's indemnitor did not receive the forwarded complaint because it was misaddressed or whether the indemnitor did, in fact, receive the forwarded complaint but mishandled it, we find that either scenario constitutes excusable neglect"); *Venero v. Balbuena*, 652 So.2d 1271, 1272 (Fla. 3d DCA 1995)(holding that insured who forwarded complaint to insurer that either misfiled or lost complaint had shown excusable neglect); *Hialeah, Inc. v. Adams*, 566 So.2d 350, 351 (Fla. 3d DCA)(holding that mishandling or misfiling of suit papers constitutes excusable neglect), *review denied*, 576 So.2d 284 (Fla.1990); *North Shore Hospital, Inc. v. Barber*, 143 So.2d 849, 853 (Fla.1962)(holding that if there is any reasonable doubt in the matter of vacating a default, it

should be resolved in favor of granting the application and allowing a trial upon the merits of the case).

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Second, Defendants have meritorious defenses as indicated in the attached proposed Answer and Affirmative Defenses (**Exhibit “B”**). Third, Defendants diligently filed the instant motion to vacate the default upon its November 3, 2016 discovery of the defaults. It would be harder to imagine a more hastily-filed motion for default than the instant one, which was filed within 24 hours of the discovery of the default. *See Miami-Dade County v. Coral Bay Section C Homeowners Ass’n, Inc.*, 979 So.2d 318, 321 (Fla. 3d DCA 2008) (“There is no dispute that the County acted with due diligence in moving to vacate the default judgment. The County sought to vacate the default judgment only four days after the County Attorney's Office received notice of it”).

WHEREFORE, Defendants, Astor Washington Corp. and Karim Masri pray this Court will vacate the defaults entered against them on March 23, 2016 and October 26, 2016 respectively, and allow the case to proceed on its merits and grant any further relief this Court deems fair and just.

**Remainder of this page left blank intentionally**

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing document was served by e-mail in compliance with Fla.R.Jud.Admin. 2.516 on all parties in accordance with the Florida Rules of Civil Procedure on this 4th day of November, 2016.

**PARDO GAINSBURG, PL**  
Attorneys for Karim Masri  
200 S.E. First Street, Suite 700  
Miami, FL 33131  
Phone: (305) 358-1001  
Facsimile: (305) 358-2001

By: /s/ Michael J. Pardo  
Michael J. Pardo  
Florida Bar No. 77562  
Stevan J. Pardo  
Fla. Bar No. 438626

**EXHIBIT "A"**

Affidavit of Karim Masri

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

RAMSEY PIMENTEL, an individual

GENERAL JURISDICTION DIVISION

Plaintiff,

v.

CASE NO. 2015-023617-CA 01

ASTOR WASHINGTON CORP. d/b/a  
HOTEL ASTOR, a Florida corporation,  
KARIM MASRI, an individual, and  
KHALED S. MASRI, an individual,

Defendants.

**AFFIDAVIT OF KARIM MASRI**

BEFORE ME, the undersigned authority personally appeared KARIM MASRI who, after first being duly sworn, deposes and says the following:

1. My name is Karim Masri. I am over 18 years of age and have personal knowledge of the facts set forth in this Affidavit.

2. Astor Washington Corp. is a dissolved corporation which was incorporated under the laws of the States of Florida on or about September 2, 1993 (hereinafter, the "Company").

3. I am the last known officer and director of the Company.

4. In approximately 1993, the Company purchased the Astor Hotel, located at 956 Washington Avenue, Miami Beach, Florida 33139 (hereinafter, the "Hotel").

5. In 2008, the Company sold the Hotel.

6. Since the sale of the Hotel in 2008, neither I nor the Company has had any ownership interest in the Hotel whatsoever.

7. In the ordinary course of winding down the Company's business since 2008, I receive documents relating to the Hotel by both mail and courier.

8. When I receive such documents, my custom is to send the documents to my office staff with instructions on how to proceed.

Affidavit of Karim Masri page 2

9. Approximately one year ago, I received a copy of the Complaint.

10. Since the Plaintiff asserted in the Complaint that the alleged conduct occurred in 2014 – six (6) years after the Company sold the Hotel – it was evident to me that the Plaintiff had named the incorrect parties.

11. I immediately sent the Complaint to my office with instructions to have our attorney “handle it.” I assumed that our attorney had filed all necessary paperwork and appropriate defenses to the Plaintiff’s claims.

12. I did not hear anything further regarding this lawsuit until November 3, 2016, when I received a copy of the default that was entered against me by mail.

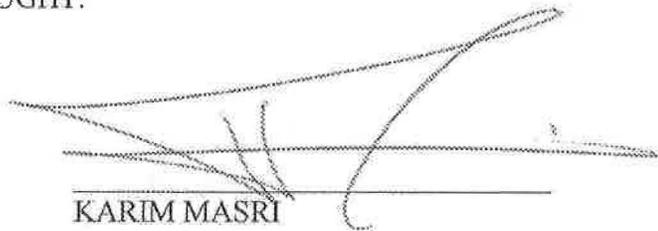
13. Immediately upon learning of the entry of the default, I personally contacted my attorney and instructed them to move to set aside the default and file appropriate defenses in the case.

14. Both I and the Company have several bona fide defenses to the claims asserted; and, we believe that this neglect in timely responding to the Complaint is excusable based on the circumstances and our prompt action in response to learning of the situation.

**Remainder of this page left blank intentionally  
Signature page follows**

Affidavit of Karim Masri page 3

FURTHER AFFIANT SAYETH NAUGHT.



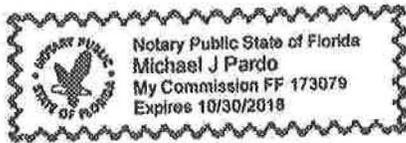
KARIM MASRI

STATE OF FLORIDA                    )  
   ) SS:  
 COUNTY OF MIAMI-DADE            )

BEFORE ME, this 3<sup>rd</sup> day of November, 2016, personally appeared Karim Masri, individually and as the last known officer and director of Astor Washington Corp., a dissolved Florida corporation, on behalf of the corporation, who is personally known to me, and who executed the foregoing Affidavit and acknowledged to and before me that he executed this instrument for the purposes therein expressed.



\_\_\_\_\_  
 Notary Public, State of Florida At Large  
 My Commission Expires:



**EXHIBIT "B"**

Answer and Affirmative Defenses

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

RAMSEY PIMENTEL, an individual

GENERAL JURISDICTION DIVISION

Plaintiff,

v.

CASE NO. 2015-023617-CA 01

ASTOR WASHINGTON CORP. d/b/a  
HOTEL ASTOR, a Florida corporation,  
KARIM MASRI, an individual, and  
KHALED S. MASRI, an individual,

Defendants.

**DEFENDANTS, ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR'S  
AND KARIM MASRI'S ANSWER AND AFFIRMATIVE DEFENSES**

Defendants, ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR (the "Company") and KARIM MASRI ("Masri") (jointly, the Company and Masri are referred to herein as the "Defendants"), by and through their undersigned counsel, file this Answer and Affirmative Defenses to the Complaint dated October 13, 2015 by the Plaintiff, Ramsey Pimentel ("Plaintiff") as follows:

**ANSWER**

As and for their answer to each correspondingly-numbered allegation of the Complaint, the Company and Masri assert:

1. Defendants deny the allegations of this paragraph as phrased.
2. Defendants deny the allegations of this paragraph as phrased.
3. Defendants are without sufficient knowledge to enable it to either admit or deny the allegations of this paragraph.
4. Defendants deny the allegations of this paragraph as phrases.
5. Defendants deny the allegations of this paragraph as phrased.
6. Defendants deny the allegations of this paragraph as phrased.

7. Defendants deny the allegations of this paragraph as phrased.

8. Defendants deny the allegations of this paragraph as phrased.

9. Defendants deny the allegations of this paragraph as phrased.

10. Defendants are without sufficient knowledge to enable it to either admit or deny the allegations of this paragraph.

11. Defendants are without sufficient knowledge to enable it to either admit or deny the allegations of this paragraph.

12. Defendants deny the allegations of this paragraph as phrased.

13. Defendants deny the allegations of this paragraph as phrased.

**Count 1 – Against the Company**

14. Defendants incorporate each of its answers to paragraphs 1 through 13 above as though the same were fully set forth herein.

15. Defendants deny the allegations of this paragraph as phrased.

16. Defendants deny the allegations of this paragraph as phrased.

17. Defendants are without sufficient knowledge to enable it to either admit or deny the allegations of this paragraph.

18. Defendants deny the allegations of this paragraph as phrased.

**Count 2 – Against Karim Masri**

19. Defendants incorporate each of its answers to paragraphs 1 through 13 above as though the same were fully set forth herein.

20. Defendants admit that Masri is the last known officer and director of the Company. Otherwise, denied as phrased.

21. Defendants deny the allegations of this paragraph as phrased.

22. Defendants deny the allegations of this paragraph as phrased.

**Count 3 – Against Khaled S. Masri**

23. Defendants incorporate each of its answers to paragraphs 1 through 13 above as though the same were fully set forth herein.

24. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

25. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

26. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

27. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

28. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

**Count 4 – Against the Company**

29. Defendants incorporate each of its answers to paragraphs 1 through 13 above as though the same were fully set forth herein.

30. Defendants deny the allegations of this paragraph as phrased.

31. Defendants deny the allegations of this paragraph as phrased.

32. Defendants deny the allegations of this paragraph as phrased.

**Count 5 – Against the Company**

33. Defendants incorporate each of its answers to paragraphs 1 through 13 above as though the same were fully set forth herein.

34. Defendants deny the allegations of this paragraph as phrased.

35. Defendants deny the allegations of this paragraph as phrased.

36. Defendants deny the allegations of this paragraph as phrased.
37. Defendants deny the allegations of this paragraph as phrased.
38. Defendants deny the allegations of this paragraph as phrased.
39. Defendants deny the allegations of this paragraph as phrased.
40. Defendants deny the allegations of this paragraph as phrased.
41. Defendants deny the allegations of this paragraph as phrased.

**Count 6 – Against Karim Masri**

42. Defendants incorporate each of its answers to paragraphs 1 through 13 above as though the same were fully set forth herein.

43. Defendants deny the allegations of this paragraph as phrased.
44. Defendants deny the allegations of this paragraph as phrased.
45. Defendants deny the allegations of this paragraph as phrased.
46. Defendants deny the allegations of this paragraph as phrased.

**Count 7 – Against Khaled S. Masri**

47. Defendants incorporate each of its answers to paragraphs 1 through 13 above as though the same were fully set forth herein.

48. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

49. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

50. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

51. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

52. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

53. The allegations of this paragraph are not directed to the Company or Masri. To the extent they do, Defendants deny the allegations of this paragraph as phrased.

**Count 8 – Against the Company**

54. Defendants incorporate each of its answers to paragraphs 1 through 13 above as though the same were fully set forth herein.

55. Defendants deny the allegations of this paragraph as phrased.

56. Defendants deny the allegations of this paragraph as phrased.

57. Defendants deny the allegations of this paragraph as phrased.

58. Defendants deny the allegations of this paragraph as phrased.

**AFFIRMATIVE DEFENSES**

As and for its affirmative defenses to the Complaint, Defendants assert the following.

**First Affirmative Defense.**

Plaintiff fails to state a cause of action against Defendants upon which relief may be granted. At all times materials hereto, the Company did not employ Plaintiff. At all times material hereto, Plaintiff did not perform any work for Defendants from February 2014 to August 12, 2014. During the time period when Plaintiff claims to have suffered damages, neither the Company nor Masri owned or operated the subject property. Accordingly, Plaintiff cannot sustain any cause of action against Defendants.

**Second Affirmative Defense.**

To the extent Plaintiff claims she was employed by the Company and that Masri exercised operations control over the activities of the Company, the statute of limitations has expired on any claim Plaintiff could maintain for overtime since neither the Company nor Masri

has owned or operated the subject property since 2008.

**Third Affirmative Defense.**

As and for its Third Affirmative Defense, Defendants allege that the Complaint, and each and every alleged cause of action therein is barred, in whole or in part, by the equitable doctrine of laches.

**Fourth Affirmative Defense.**

To the extent Plaintiff claims she was employed by the Company and Masri exercised operations control over the activities of the Company, Plaintiff is estopped from asserting claims herein by failing to communicate with Defendants any deficiencies in payment.

**Fifth Affirmative Defense.**

As and for its Fifth Affirmative Defense, Defendants allege that Plaintiff's claims are barred because Plaintiff failed to timely and completely exhaust all remedies available to Plaintiff.

**Sixth Affirmative Defense.**

Defendants are entitled a setoff of such settlement proceeds, collateral sources, or recoveries by Plaintiff from other parties or non-parties from any recovery.

Defendants reserve the right to amend its affirmative defenses as discovery is ongoing.

Having fully responded to the Complaint, Defendants pray this Court will dismiss the Complaint, and send Plaintiff hence without day.

---

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing document was served by e-mail in compliance with Fla.R.Jud.Admin. 2.516 on all parties in accordance with the Florida Rules of Civil Procedure on this 4th day of November, 2016.

**PARDO GAINSBURG, PL**  
Attorneys for Karim Masri  
200 S.E. First Street, Suite 700  
Miami, FL 33131  
Phone: (305) 358-1001  
Facsimile: (305) 358-2001

By: /s/ Michael J. Pardo  
Michael J. Pardo  
Florida Bar No. 77562  
Stevan J. Pardo  
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**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
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RAMSEY PIMENTEL, an individual

GENERAL JURISDICTION DIVISION

Plaintiff,

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ASTOR WASHINGTON CORP. d/b/a  
HOTEL ASTOR, a Florida corporation,  
KARIM MASRI, an individual, and  
KHALED S. MASRI, an individual,

Defendants.

**DEFENDANTS, ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR'S  
AND KARIM MASRI'S NOTICE OF FILING AFFIDAVIT**

Defendants, ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR (the "Company") and KARIM MASRI ("Masri") (jointly, the Company and Masri are referred to herein as the "Defendants"), by and through their undersigned counsel, hereby file the attached copy of the original Affidavit of Karim Masri. Said Affidavit is being filed in support of Defendants' Motion to Set Aside Default. The original Affidavit will be presented at the hearing on said Motion.

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**I HEREBY CERTIFY** that a true and correct copy of the foregoing document was served by e-mail in compliance with Fla.R.Jud.Admin. 2.516 on all parties in accordance with the Florida Rules of Civil Procedure on this 4th day of November, 2016.

**PARDO GAINSBURG, PL**  
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By: /s/ Michael J. Pardo  
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**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
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RAMSEY PIMENTEL, an individual

GENERAL JURISDICTION DIVISION

Plaintiff,

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ASTOR WASHINGTON CORP. d/b/a  
HOTEL ASTOR, a Florida corporation,  
KARIM MASRI, an individual, and  
KHALED S. MASRI, an individual,

Defendants.

**AFFIDAVIT OF KARIM MASRI**

BEFORE ME, the undersigned authority personally appeared KARIM MASRI who, after first being duly sworn, deposes and says the following:

1. My name is Karim Masri. I am over 18 years of age and have personal knowledge of the facts set forth in this Affidavit.
2. Astor Washington Corp. is a dissolved corporation which was incorporated under the laws of the States of Florida on or about September 2, 1993 (hereinafter, the "Company").
3. I am the last known officer and director of the Company.
4. In approximately 1993, the Company purchased the Astor Hotel, located at 956 Washington Avenue, Miami Beach, Florida 33139 (hereinafter, the "Hotel").
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6. Since the sale of the Hotel in 2008, neither I nor the Company has had any ownership interest in the Hotel whatsoever.
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Affidavit of Karim Masri page 2

9. Approximately one year ago, I received a copy of the Complaint.

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12. I did not hear anything further regarding this lawsuit until November 3, 2016, when I received a copy of the default that was entered against me by mail.

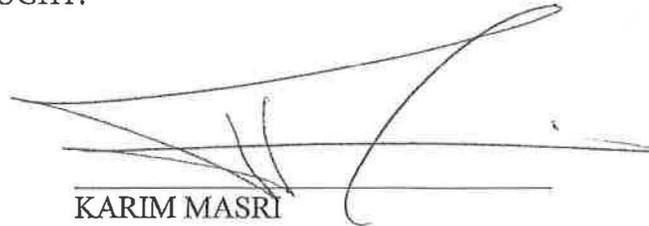
13. Immediately upon learning of the entry of the default, I personally contacted my attorney and instructed them to move to set aside the default and file appropriate defenses in the case.

14. Both I and the Company have several bona fide defenses to the claims asserted; and, we believe that this neglect in timely responding to the Complaint is excusable based on the circumstances and our prompt action in response to learning of the situation.

**Remainder of this page left blank intentionally  
Signature page follows**

Affidavit of Karim Masri page 3

FURTHER AFFIANT SAYETH NAUGHT.



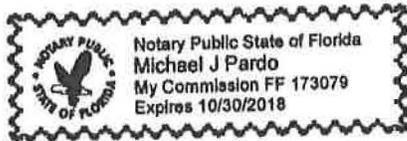
KARIM MASRI

STATE OF FLORIDA                    )  
   ) SS:  
 COUNTY OF MIAMI-DADE            )

BEFORE ME, this 3<sup>rd</sup> day of November, 2016, personally appeared Karim Masri, individually and as the last known officer and director of Astor Washington Corp., a dissolved Florida corporation, on behalf of the corporation, who is personally known to me, and who executed the foregoing Affidavit and acknowledged to and before me that he executed this instrument for the purposes therein expressed.



\_\_\_\_\_  
 Notary Public, State of Florida At Large  
 My Commission Expires:



IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY,  
FLORIDA

Case No. 2015-023617-CA-01

**RAMSEY PIMENTEL**, individually;  
and other similarly situated individuals,

Plaintiff(s),

vs.

**ASTOR EB-5 LLC**,  
a Florida Limited Liability Company,  
d/b/a **HOTEL ASTOR**  
**DAVID J. HART**, individually;

Defendant(s).

---

**FIRST AMENDED COMPLAINT**

Plaintiff **RAMSEY PIMENTEL**, and other similarly situated individuals, by and through the undersigned counsel, hereby sues Defendants, **ASTOR EB-5 LLC**, a Florida Limited Liability Company, d/b/a **HOTEL ASTOR**, individually; and **DAVID J. HART**, individually; collectively ("Defendants"), and in support avers as follows:

1. This is an action by the Plaintiff for damages exceeding \$15,000 excluding attorneys' fees or costs for unpaid wages under the Fair Labor Standards Act, 29 U.S.C. §§ 201-219 ("FLSA") and the Florida Minimum Wage Act, Fla. Stat. § 448.110 ("FMWA").
2. This Court has jurisdiction over Plaintiff's FLSA claims pursuant to the 29 U.S.C. § 216.
3. Plaintiff was at all times relevant to this action, residents of Miami-Dade County Florida, within the jurisdiction of this Honorable Court. Plaintiff is covered employee for purposes of the FLSA and FMWA.

4. Defendant, ASTOR EB-5 LLC, a Florida Limited Liability Company, d/b/a HOTEL ASTOR, located in Miami-Dade County, Florida where Plaintiff worked for Defendant, and at all times material hereto was and is engaged in interstate commerce.
5. Defendant, DAVID J. HART, is a corporate officer of, and exercised operational control over the activities of, corporate Defendant, ASTOR EB-5 LLC.
6. Venue is proper in Miami-Dade County because all of the actions that form the basis of this Complaint occurred within Miami-Dade County and payment was due in Miami-Dade County.
7. Declaratory, injunctive, legal and equitable relief sought pursuant to the laws set forth above together with attorneys' fees, costs and damages.
8. All conditions precedent for the filing of this action before this Court have been previously met, including the exhaustion of all pertinent administrative procedures and remedies.

#### **FACTUAL ALLEGATIONS**

9. Plaintiff performed work for Defendants from on or about February 2014, through on or about August 12, 2014.
10. Plaintiff was a non-exempt employee by virtue of the way Plaintiff was paid and/or Plaintiff's job duties.
11. Plaintiff was not paid proper minimum wage rate as proscribed by the laws of the United States and the State of Florida, during relevant time period, from on or about February 2014, through on or about August 12, 2014.
12. Plaintiff did not receive payment for all hours worked, during relevant time period, from on or about February 2014, through on or about August 12, 2014. In addition, Defendant

also owes Plaintiff a percentage of commissions for services provided by Plaintiff during his employment.

13. On or about August 12, 2014, Plaintiff complained about Defendants' improper payment of wages. Defendants terminated Plaintiff the same day in direct retaliation for the protected activity described.

**COUNT I**

***Wage & Hour Federal Statutory Violation against***  
**ASTOR EB-5 LLC**  
**d/b/a HOTEL ASTOR**

14. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
15. This action is brought by Plaintiff to recover from Defendant unpaid wages 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.*
16. Jurisdiction is conferred on this Court by Title 29 U.S.C. § 216(b).
17. At all times pertinent to this Complaint, corporate Defendant operated 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 corporate Defendant 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.

18. Upon information and belief, at all times material hereto, corporate Defendant's annual gross revenue exceeded \$500,000 per annum on its own, or as part of a joint enterprise with the other corporate Defendants named herein, or which are as of yet unknown but will be revealed through further discovery. To the extent that corporate Defendant operated as part of a joint enterprise, it did so with corporate entities that performed related activities, under the common control of the individual Defendants, and for common business purposes related to the work performed by Plaintiff for Defendant.
19. By reason of the foregoing, the corporate Defendant 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 FLSA, 29 U.S.C. § 203(r) and 203(s). Defendant's business activities involve those to which the Fair Labor Standards Act applies. The Plaintiff's work for the Defendant likewise affects interstate commerce.
20. Plaintiff seeks to recover for unpaid wages accumulated from the date of hire and/or from three (3) years from the date of the filing of this complaint.
21. Defendant knew and/or showed reckless disregard of the provisions of the FLSA concerning the payment of overtime wages as required by the Fair Labor Standards Act and remain owing Plaintiff these unpaid wages since the commencement of Plaintiff's employment with Defendant as set forth above. As such, Plaintiff is entitled to recover double damages.
22. To the extent that Defendant 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, the statute of limitations for Plaintiff's FLSA claims is equitably tolled. *See, e.g., Cruz v. Maypa*, 773 F.3d 138, 147 (4th Cir. 2014) (extending

failure-to-post tolling in the ADEA context to the FLSA); *Yu G. Ke v. Saigon Grill, Inc.*, 595 F. Supp. 2d 240, 259 (S.D.N.Y. 2008) ("[F]ailure to provide required notice of the governing legal requirements may be a sufficient basis for tolling."); *Kamens v. Summit Stainless, Inc.*, 586 F. Supp. 324, 328 (E.D. Pa. 1984) ("An employer's failure to post a statutorily required notice of this type tolls the running of any period of limitations.").

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid overtime wage compensation for hours worked in excess of forty (40) weekly, with interest;
- C. Award Plaintiff an equal amount in double damages/liquidated damages;
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT II**

***Wage & Hour Federal Statutory Violation against  
DAVID J. HART***

23. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
24. At the times mentioned, Defendant was, and is now, a corporate officer of corporate Defendant, ASTOR EB-5 LLC.
25. Defendant was an employer of Plaintiff 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.

26. Defendant had operational control of the business and is thus jointly liable for Plaintiff's damages.
27. Defendant willfully and intentionally refused to properly pay Plaintiff's wages as required by the law of the United States as set forth above and remains owing Plaintiff these wages since the commencement of Plaintiffs' employment with Defendant as set forth above.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid overtime wages for hours worked in excess of forty (40) weekly, with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT III**  
***FLSA Retaliation Violation against***  
**ASTOR EB-5 LLC**  
**d/b/a HOTEL ASTOR**

28. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.

29. 29 U.S.C. § 215(a)(3) of the FLSA states that it is a violation to “discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.”
30. Defendant’s conduct as set forth above constitutes a violation of the FLSA’s anti-retaliation provision.
31. The motivating factor that caused Plaintiff’s adverse employment action as described above was Plaintiff’s complaint regarding not being properly paid for all hours worked.
32. The Defendant’s conduct was in direct violation of the FLSA, and, as a direct result, Plaintiff has been damaged.
33. Plaintiff is requesting Punitive Damages.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff’s rights;
- B. Enter judgment against Defendant for all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages, and;
- C. Enter judgment against Defendant for all front wages until Plaintiff becomes 65 years of age; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Award Plaintiff the costs of this action, together with a reasonable attorneys’ fees; and

F. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT IV**  
***FLSA Retaliation Violation against***  
***DAVID J. HART***

73. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
74. 29 U.S.C. § 215(a)(3) of the FLSA states that it is a violation to “discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.”
75. Defendant’s conduct as set forth above constitutes a violation of the FLSA’s anti-retaliation provision.
76. The motivating factor that caused Plaintiff’s adverse employment action as described above was Plaintiff’s complaint regarding not being properly paid for all hours worked.
77. The Defendant’s conduct was in direct violation of the FLSA, and, as a direct result, Plaintiff has been damaged.
78. Plaintiff is requesting Punitive Damages.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FLSA and has done so willfully, intentionally and with reckless disregard for Plaintiff’s rights;
- B. Enter judgment against Defendant for all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages, and;

- C. Enter judgment against Defendant for all front wages until Plaintiff becomes 65 years of age; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- F. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT V**  
***FMWA Violation against***  
**ASTOR EB-5 LLC**  
**d/b/a HOTEL ASTOR**

- 79. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
- 80. This action is brought by Plaintiff and other similarly-situated individuals to recover from the Defendant unpaid minimum wage compensation, as well as an additional amount as liquidated damages, costs, and reasonable attorney's fees under the provisions of the FMWA, and specifically under the provisions of Fla. Stat. § 448.110.
- 81. Defendant business activities involve those to which the Florida Minimum Wage Law applies.
- 82. Plaintiff seeks to recover for unpaid minimum wages accumulated from the date of hire and/or from five (5) years from the date of the filing of this complaint. Florida's hourly minimum wage in 2010 was \$7.25; in 2011 was \$7.31; in 2012 was \$7.67; in 2013 was \$7.79; in 2014 was \$7.93; and in 2015 is \$8.05.

83. Defendant knew and/or showed reckless disregard of the provisions of the FMWA concerning the payment of minimum wages as required by the FMWA and remain owing Plaintiff these wages since the commencement of Plaintiff's employment with Defendant as set forth above. As such, Plaintiff is entitled to recover double damages.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid minimum wages, with interest; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT VI**  
***FMWA Violation against***  
***DAVID J. HART***

- 84. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
- 85. At the times mentioned, Defendant was, and is now, a corporate officer of corporate Defendant, ASTOR EB-5 LLC.
- 86. Defendant was an employer of Plaintiff within the meaning of the Florida Minimum Wage Law.
- 87. Defendant had operational control of the business and is thus jointly liable for Plaintiff's damages.

88. Defendant willfully and intentionally refused to properly pay Plaintiff's wages as required by the law of the United States as set forth above and remains owing Plaintiff these wages since the commencement of Plaintiff's employment with Defendants as set forth above.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Award Plaintiff actual damages in the amount shown to be due for unpaid minimum wages; and
- C. Award Plaintiff an equal amount in double damages/liquidated damages; and
- D. Award Plaintiff the costs of this action, together with a reasonable attorneys' fees; and
- E. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT VII**  
***FMWA Retaliation Violation against***  
**ASTOR EB-5 LLC**  
**d/b/a HOTEL ASTOR**

- 89. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
- 90. Defendant's conduct as set forth above constitutes a violation of the FMWA's anti-retaliation provision.
- 91. The motivating factor that caused Plaintiff's adverse employment action as described above was Plaintiff's complaint regarding not being properly paid for all hours worked.

92. The Defendant's conduct was in direct violation of the FMWA, and, as a direct result, Plaintiff has been damaged.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Enter judgment against the Defendant for all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages, and;
- C. Enter judgment against the Defendant for all front wages until Plaintiffs become 65 years of age; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Award Plaintiff the costs of this action, together with reasonable attorneys' fees; and
- F. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

**COUNT VIII**  
***FMWA Retaliation Violation against***  
**DAVID J. HART**

- 93. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1 through 13 of this complaint as if set out in full herein.
- 94. Defendant's conduct as set forth above constitutes a violation of the FMWA's anti-retaliation provision.
- 95. The motivating factor that caused Plaintiff's adverse employment action as described above was Plaintiff's complaint regarding not being properly paid for all hours worked.

96. The Defendant's conduct was in direct violation of the FMWA, and, as a direct result, Plaintiff has been damaged.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant:

- A. Adjudge and decree that Defendant has violated the FMWA and has done so willfully, intentionally and with reckless disregard for Plaintiff's rights;
- B. Enter judgment against the Defendant for all back wages from the date of discharge to the present date and an equal amount of back wages as liquidated damages, and;
- C. Enter judgment against the Defendant for all front wages until Plaintiffs become 65 years of age; and
- D. Enter an award against Defendant and award Plaintiff compensatory damages for mental anguish, personal suffering, and loss of enjoyment of life;
- E. Award Plaintiff the costs of this action, together with reasonable attorneys' fees; and
- F. Grant Plaintiff such additional relief as the Court deems just and proper under the circumstances.

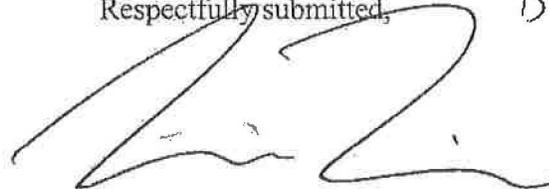
**JURY DEMAND**

Plaintiff demands trial by jury of all issues triable as of right by jury.

Dated: 11/7/16

Respectfully submitted,

Bar # 115378



for

---

Anthony M. Georges-Pierre, Esq.  
Florida Bar No. 533637  
**REMER & GEORGES-PIERRE, PLLC**  
44 West Flagler St., Suite 2200  
Miami, FL 33130  
Telephone: 305-416-5000  
Facsimile: 305-416-5005  
[agp@rgpattorneys.com](mailto:agp@rgpattorneys.com)  
[apetisco@rgpattorneys.com](mailto:apetisco@rgpattorneys.com)  
[rregueiro@rgpattorneys.com](mailto:rregueiro@rgpattorneys.com)  
[pn@rgpattorneys.com](mailto:pn@rgpattorneys.com)

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IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY,  
FLORIDA

Case No. 2015-023617-CA-01

**RAMSEY PIMENTEL**, individually;  
and other similarly situated individuals,

Plaintiff(s),

vs.

**ASTOR EB-5 LLC**,  
a Florida Limited Liability Company,  
d/b/a **HOTEL ASTOR**  
**DAVID J. HART**, individually;

Defendant(s).

\_\_\_\_\_ /

**SUMMONS IN A CIVIL CASE**

**ASTOR EB-5 LLC**  
d/b/a **HOTEL ASTOR**  
Registered agent: **DAVID J. HART, P.A.**  
21 SE First Avenue, 10<sup>th</sup> Floor  
Miami, FL 33131

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

**ANTHONY M. GEORGES-PIERRE, ESQ.**  
**REMER & GEORGES-PIERRE, PLLC.**  
44 WEST FLAGLER STREET, STE. 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within **20 days** after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(BY) DEPUTY CLERK

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY,  
FLORIDA.

Case No 2015-023617-CA-01

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Plaintiff(s),

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d/b/a **HOTEL ASTOR**  
**DAVID J. HART**, individually;

Defendant(s).

\_\_\_\_\_ /

**SUMMONS IN A CIVIL CASE**

**DAVID J. HART**  
21 SE First Avenue, 10<sup>th</sup> Floor  
Miami, FL 33131

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET, STE. 2200  
MIAMI, FL 33130

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\_\_\_\_\_  
CLERK

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(BY) DEPUTY CLERK

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

RAMSEY PIMENTEL, an individual

GENERAL JURISDICTION DIVISION

Plaintiff,

v.

CASE NO. 2015-023617-CA 01

ASTOR EB-5 LLC, a Florida limited  
liability company d/b/a HOTEL ASTOR;  
and DAVID J. HART, individually

Defendants.

**NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE**

Plaintiff, RAMSEY PIMENTEL, by and through their undersigned counsel, and pursuant to Florida Rules of Civil Procedure 1.420(a), hereby dismisses his claims with prejudice against ASTOR WASHINGTON CORP. d/b/a HOTEL ASTOR and KARIM MASRI. With each party to bear their own fees and costs.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing document was served by e-mail in compliance with Fla.R.Jud.Admin. 2.516 on all parties in accordance with the Florida Rules of Civil Procedure on this 10th day of November, 2016.

s/Rainier Regueiro  
Anthony M. Georges-Pierre, Esq.  
Florida Bar No. 533637  
Rainier Regueiro  
Florida Bar No. 533637  
REMER & GEORGE-PIERRE, PLLC  
44 West Flagler Street, Suite 2200  
Miami, FL 33130  
Phone: (305) 416-5000  
Facsimile: (305) 416-5005  
[agp@rgpattorneys.com](mailto:agp@rgpattorneys.com)  
[apetisco@rgpattorneys.com](mailto:apetisco@rgpattorneys.com)

rreguiero@rgpattorneys.com  
pn@rgpattorneys.com

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY**

RAMSEY PIMENTEL, an individual

Plaintiff,

GENERAL JURISDICTION DIVISION

v.

CASE NO. 2015-023617-CA 01

ASTOR EB-5 LLC, a Florida limited liability company d/b/a HOTEL ASTOR; and DAVID J. HART, individually

**AGREED ORDER SETTING ASIDE  
DEFAULT**

Defendants.

---

**THIS MATTER** came on for consideration upon the unopposed motion to vacate the default entered against ASTOR WASHINGTON CORP. on March 23, 2016 and the default entered against KARIM MASRI on October 26, 2016. The Court, having reviewed the matter, being informed that the parties agree to the relief requested herein, and being otherwise fully advised in the premises, it is hereby:

**ORDERED** and **ADJUDGED** that

1. The default entered against ASTOR WASHINGTON CORP. on March 23, 2016 in the above-styled cause be and the same is hereby vacated and set aside; and
2. The default entered against KARIM MASRI on October 26, 2016 in the above-styled cause be and the same is hereby vacated and set aside.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on  
11/11/16.



---

BRONWYN C. MILLER  
CIRCUIT COURT JUDGE

*Pimentel v. Astor Washington Corp. et. al.*  
page 2

**No Further Judicial Action Required on  
THIS MOTION  
CLERK TO RECLOSE CASE IF POST  
JUDGMENT**

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.

Copies furnished to:

Counsel of record

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY**

RAMSEY PIMENTEL, an individual

Plaintiff,

GENERAL JURISDICTION DIVISION

v.

CASE NO. 2015-023617-CA 01

ASTOR EB-5 LLC, a Florida limited liability company d/b/a HOTEL ASTOR; and DAVID J. HART, individually

**AGREED ORDER SETTING ASIDE  
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Defendants.

\_\_\_\_\_ /

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2. The default entered against KARIM MASRI on October 26, 2016 in the above-styled cause be and the same is hereby vacated and set aside.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 11/11/16.



\_\_\_\_\_  
BRONWYN C. MILLER  
CIRCUIT COURT JUDGE

*Pimentel v. Astor Washington Corp. et. al.*  
page 2

**No Further Judicial Action Required on  
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IN THE CIRCUIT COURT OF THE  
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Defendant(s).

**SUMMONS IN A CIVIL CASE**

**ASTOR EB-5 LLC**  
d/b/a **HOTEL ASTOR**  
Registered agent: **DAVID J. HART, P.A.**  
21 SE First Avenue, 10<sup>th</sup> Floor  
Miami, FL 33131

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

**ANTHONY M. GEORGES-PIERRE, ESQ.**  
**REMER & GEORGES-PIERRE, PLLC.**  
44 WEST FLAGLER STREET, STE. 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within **20 days** after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

11/15/2016

CLERK

DATE

Natasha Makas 308631  
(BY) DEPUTY CLERK



Filing # 48601110 E-Filed 11/07/2016 04:23:12 PM

IN THE CIRCUIT COURT OF THE  
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21 SE First Avenue, 10<sup>th</sup> Floor  
Miami, FL 33131

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET, STE. 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within **20 days** after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

11/15/2016

CLERK

DATE

*Natasha Mack* 308631

(BY) DEPUTY CLERK

