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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
AIDA LAMBERTO FERMIN, *individually and on
behalf of others similarly situated,*

Plaintiff,

COMPLAINT

-against-

**COLLECTIVE ACTION UNDER
29 U.S.C. § 216(b)**

BLUE MOON HOTEL LIMITED (D/B/A
BLUE MOON HOTEL), INTERNATIONAL
STUDENTS RESIDENCE INC. (D/B/A
INTERNATIONAL STUDENT
RESIDENCE), and ELI IDI ,

ECF Case

Defendants.

-----X

Plaintiff Aida Lamberto Fermin (“Plaintiff Lamberto” or “Ms. Lamberto”), individually and on behalf of others similarly situated, by and through her attorneys, Michael Faillace & Associates, P.C., upon her knowledge and belief, and as against Blue Moon Hotel Limited (d/b/a Blue Moon Hotel), International Students Residence Inc. (d/b/a International Student Residence), (“Defendant Corporations”) and Eli Idi, (“Individual Defendant”), (collectively, “Defendants”), alleges as follows:

NATURE OF ACTION

1. Plaintiff Lamberto is a current employee of Defendants Blue Moon Hotel Limited (d/b/a Blue Moon Hotel), International Students Residence Inc. (d/b/a International Student Residence), and Eli Idi.

2. Defendants own, operate, or control two hotels, located at 100 Orchard Street, New York, New York 10002 under the name “Blue Moon Hotel” and at 341 Broadway, Brooklyn, New York 11211 under the name “International Student Residence”.

3. Upon information and belief, individual Defendant Eli Idi, serve or served as owner, manager, principal, or agent of Defendant Corporations and, through these corporate entities, operates or operated the Hotels as a joint or unified enterprise.

4. Plaintiff Lamberto has been an employee of Defendants.

5. Plaintiff Lamberto has been employed as a housekeeper at the hotels located at 100 Orchard Street, New York, New York 10002 and 341 Broadway, Brooklyn, New York 11211.

6. At all times relevant to this Complaint, Plaintiff Lamberto has worked for Defendants in excess of 40 hours per week, without appropriate minimum wage and overtime compensation for the hours that she has worked.

7. Rather, Defendants have failed to pay Plaintiff Lamberto appropriately for any hours worked, either at the straight rate of pay or for any additional overtime premium.

8. Defendants’ conduct has extended beyond Plaintiff Lamberto to all other similarly situated employees.

9. At all times relevant to this Complaint, Defendants have maintained a policy and practice of requiring Plaintiff Lamberto and other employees to work in excess of forty (40) hours per week without providing the minimum wage and overtime compensation required by federal and state law and regulations.

10. Plaintiff Lamberto now brings this action on behalf of herself, and other similarly situated individuals, for unpaid minimum and overtime wages pursuant to the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.* (“FLSA”), and for violations of the N.Y. Labor Law §§ 190 *et seq.* and 650 *et seq.* (the “NYLL”), including applicable liquidated damages, interest, attorneys’ fees and costs.

11. Plaintiff Lamberto seeks certification of this action as a collective action on behalf of herself, individually, and all other similarly situated employees and former employees of Defendants pursuant to 29 U.S.C. § 216(b).

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 (federal question) and the FLSA, and supplemental jurisdiction over Plaintiff Lamberto's state law claims under 28 U.S.C. § 1367(a).

13. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c) because all, or a substantial portion of, the events or omissions giving rise to the claims occurred in this district, Defendants maintain their corporate headquarters and offices within this district, and Defendants operate two hotels located in this district. Further, Plaintiff Lamberto has been employed by Defendants in this district.

PARTIES

Plaintiff

14. Plaintiff Aida Lamberto Fermin ("Plaintiff Lamberto" or "Ms. Lamberto") is an adult individual residing in Bronx County, New York.

15. Plaintiff Lamberto has been employed by Defendants at Blue Moon Hotel and International Student Residence from approximately March 2014 until on or about the present date.

16. Plaintiff Lamberto consents to being a party plaintiff pursuant to 29 U.S.C. § 216(b), and brings these claims based upon the allegations herein as a representative party of a prospective class of similarly situated individuals under 29 U.S.C. § 216(b).

Defendants

17. At all relevant times, Defendants own, operate, or control two hotels, located at 100 Orchard Street, New York, New York 10002 under the name “Blue Moon Hotel” and at 341 Broadway, Brooklyn, New York 11211 under the name “International Student Residence”.

18. Upon information and belief, Blue Moon Hotel Limited (d/b/a Blue Moon Hotel) is a domestic corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principal place of business at 100 Orchard Street, New York, New York 10002.

19. Upon information and belief, International Students Residence Inc. (d/b/a International Student Residence) is a domestic corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principal place of business at 341 Broadway, Brooklyn, New York 11211.

20. Defendant Eli Idi is an individual engaging (or who was engaged) in business in this judicial district during the relevant time period. Defendant Eli Idi is sued individually in his capacity as owner, officer and/or agent of Defendant Corporations. Defendant Eli Idi possesses operational control over Defendant Corporations, an ownership interest in Defendant Corporations, and controls significant functions of Defendant Corporations. He determines the wages and compensation of the employees of Defendants, including Plaintiff Lamberto, establishes the schedules of the employees, maintains employee records, and has the authority to hire and fire employees.

FACTUAL ALLEGATIONS

Defendants Constitute Joint Employers

21. Defendants operate two hotels located in the Lower East Side section of Manhattan and in the Williamsburg section of Brooklyn in New York City.

22. Individual Defendant, Eli Idi, possesses operational control over Defendant Corporations, possesses ownership interests in Defendant Corporations, and controls significant functions of Defendant Corporations.

23. Defendants are associated and joint employers, act in the interest of each other with respect to employees, pay employees by the same method, and share control over the employees.

24. Each Defendant possessed substantial control over Plaintiff Lamberto's (and other similarly situated employees') working conditions, and over the policies and practices with respect to the employment and compensation of Plaintiff Lamberto, and all similarly situated individuals, referred to herein.

25. Defendants jointly employed Plaintiff Lamberto (and all similarly situated employees) and are Plaintiff Lamberto's (and all similarly situated employees') employers within the meaning of 29 U.S.C. 201 *et seq.* and the NYLL.

26. In the alternative, Defendants constitute a single employer of Plaintiff Lamberto and/or similarly situated individuals.

27. Upon information and belief, Individual Defendant, Eli Idi operates Defendant Corporations as either an alter ego of himself and/or fails to operate Defendant Corporations as entities legally separate and apart from himself, by among other things:

- a) failing to adhere to the corporate formalities necessary to operate Defendant Corporations as Corporations,
- b) defectively forming or maintaining the corporate entities of Defendant Corporations, by, amongst other things, failing to hold annual meetings or maintaining appropriate corporate records,
- c) transferring assets and debts freely as between all Defendants,
- d) operating Defendant Corporations for his own benefit as the sole or majority shareholder,
- e) operating Defendant Corporations for his own benefit and maintaining control over these corporations as closed Corporations,
- f) intermingling assets and debts of his own with Defendant Corporations,

- g) diminishing and/or transferring assets of Defendant Corporations to avoid full liability as necessary to protect his own interests, and
- h) Other actions evincing a failure to adhere to the corporate form.

28. At all relevant times, Defendants have been Plaintiff Lamberto's employers within the meaning of the FLSA and New York Labor Law. Defendants have had the power to hire and fire Plaintiff Lamberto, have controlled the terms and conditions of employment, and have determined the rate and method of any compensation in exchange for Plaintiff Lamberto's services.

29. In each year from, 2014 to 2018, Defendants have, both separately and jointly, had a gross annual volume of sales of not less than \$500,000 (exclusive of excise taxes at the retail level that are separately stated).

30. In addition, upon information and belief, Defendants and/or their enterprise have been directly engaged in interstate commerce. As an example, numerous items that are used in the Hotels on a daily basis are goods produced outside of the State of New York.

Individual Plaintiff

31. Plaintiff Lamberto is a current employee of Defendants who has been employed as a housekeeper.

32. Plaintiff Lamberto seeks to represent a class of similarly situated individuals under 29 U.S.C. 216(b).

Plaintiff Aida Lamberto Fermin

33. Plaintiff Lamberto has been employed by Defendants from approximately March 2014 until on or about the present date.

34. Defendants have employed Plaintiff Lamberto as a housekeeper.

35. Plaintiff Lamberto has regularly handled goods in interstate commerce, such as cleaning products, and other supplies produced outside the State of New York.

36. Plaintiff Lamberto's work duties have required neither discretion nor independent judgment.

37. Throughout her employment with Defendants, Plaintiff Lamberto has regularly worked in excess of 40 hours per week.

38. From approximately March 2014 until on or about June 2014, Plaintiff Lamberto worked as a housekeeper at the Blue Moon Hotel, from approximately 8:00 a.m. until on or about 5:00 p.m. to 6:00 p.m., 6 days a week (typically 54 to 60 hours per week).

39. From approximately July 2014 until on or about November 2014, Plaintiff Lamberto worked as a housekeeper at the International Students Residence from approximately 8:00 a.m. until on or about 4:00 p.m., 6 days a week (typically 48 hours per week).

40. From approximately December 2014 until on or about October 2017, Plaintiff Lamberto worked as a housekeeper at the International Students Residence, from approximately 10:00 a.m. until on or about 5:00 p.m., 6 days a week (typically 42 hours per week).

41. From approximately November 2017 until on or about January 17, 2018, Plaintiff Lamberto worked as a housekeeper at the International Students Residence, from approximately 8:00 a.m. until on or about 5:00 p.m., 6 days a week (typically 54 hours per week).

42. From approximately January 18, 2018 until the present date, Plaintiff Lamberto has worked as a housekeeper at the International Students Residence, from approximately 10:00 a.m. until on or about 5:00 p.m., 6 days a week (typically 42 hours per week).

43. Throughout her employment, Defendants have paid Plaintiff Lamberto her wages in cash.

44. From approximately March 2014 until on or about June 2014, Defendants paid Plaintiff Lamberto \$9.00 per hour for all her hours worked.

45. From approximately July 2014 until the present date, Defendants have paid Plaintiff Lamberto \$10.00 per hour for all her hours worked.

46. No notification, either in the form of posted notices or other means, has ever been given to Plaintiff Lamberto regarding overtime and wages under the FLSA and NYLL.

47. Defendants have never provided Plaintiff Lamberto an accurate statement of wages, as required by NYLL 195(3).

48. Defendants have never given any notice to Plaintiff Lamberto, in English and in Spanish (Plaintiff Lamberto's primary language), of her rate of pay, employer's regular pay day, and such other information as required by NYLL §195(1).

49. Defendants have required Plaintiff Lamberto to purchase "tools of the trade" with her own funds—including four pair of shoes and a brush for cleaning.

Defendants' General Employment Practices

50. At all times relevant to this Complaint, Defendants have maintained a policy and practice of requiring Plaintiff Lamberto (and all similarly situated employees) to work in excess of 40 hours a week without paying her appropriate minimum wage and overtime compensation as required by federal and state laws.

51. Plaintiff Lamberto has been a victim of Defendants' common policy and practices which violate her rights under the FLSA and New York Labor Law by, *inter alia*, not paying her the wages she has been owed for the hours she has worked.

52. Defendants' pay practices have resulted in Plaintiff Lamberto not receiving payment for all her hours worked, and resulting in Plaintiff Lamberto's effective rate of pay falling below the required minimum wage rate.

53. Plaintiff Lamberto has been paid her wages in cash.

54. Defendants have failed to post at the workplace, or otherwise provide to employees, the required postings or notices to employees regarding the applicable wage and hour requirements of the FLSA and NYLL.

55. Upon information and belief, these practices by Defendants have been done willfully to disguise the actual number of hours Plaintiff Lamberto (and similarly situated individuals) have worked, and to avoid paying Plaintiff Lamberto properly for her full hours worked.

56. Defendants have engaged in their unlawful conduct pursuant to a corporate policy of minimizing labor costs and denying employees compensation by knowingly violating the FLSA and NYLL.

57. Defendants' unlawful conduct is intentional, willful, in bad faith, and has caused significant damages to Plaintiff Lamberto and other similarly situated former workers.

58. Defendants have failed to provide Plaintiff Lamberto and other employees with accurate wage statements at the time of their payment of wages, containing: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked; and the number of overtime hours worked, as required by NYLL §195(3).

59. Defendants have failed to provide Plaintiff Lamberto and other employees, at the time of hiring and on or before February 1 of each subsequent year, a statement in English and in the employees' primary language, containing: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; and the telephone number of the employer, as required by New York Labor Law §195(1).

FLSA COLLECTIVE ACTION CLAIMS

60. Plaintiff Lamberto brings her FLSA minimum wage, overtime compensation, and liquidated damages claims as a collective action pursuant to FLSA Section 16(b), 29 U.S.C. § 216(b), on behalf of all similarly situated persons (the “FLSA Class members”), i.e., persons who are or were employed by Defendants or any of them, on or after the date that is three years before the filing of the complaint in this case (the “FLSA Class Period”).

61. At all relevant times, Plaintiff Lamberto and other members of the FLSA Class were similarly situated in that they had substantially similar job requirements and pay provisions, and have been subject to Defendants’ common practices, policies, programs, procedures, protocols and plans including willfully failing and refusing to pay them the required minimum wage and overtime pay at a one and one-half their regular rates for work in excess of forty (40) hours per workweek under the FLSA

62. The claims of Plaintiff Lamberto stated herein are similar to those of the other employees.

FIRST CAUSE OF ACTION
VIOLATION OF THE MINIMUM WAGE PROVISIONS OF THE FLSA

63. Plaintiff Lamberto repeats and realleges all paragraphs above as though fully set forth herein.

64. At all times relevant to this action, Defendants have been Plaintiff Lamberto’s employers within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203(d). Defendants have had the power to hire and fire Plaintiff Lamberto (and the FLSA Class Members), controlled the terms and conditions of their employment, and determined the rate and method of any compensation in exchange for their employment.

65. At all times relevant to this action, Defendants have been engaged in commerce or in an industry or activity affecting commerce.

66. Defendants constitute an enterprise within the meaning of the Fair Labor Standards Act, 29 U.S.C. § 203 (r-s).

67. In violation of 29 U.S.C. § 206(a), Defendants have failed to pay Plaintiff Lamberto (and the FLSA Class members) at the applicable minimum hourly rate.

68. Defendants' failure to pay Plaintiff Lamberto (and the FLSA Class members) at the applicable minimum hourly rate is willful within the meaning of 29 U.S.C. § 255(a).

69. Plaintiff Lamberto (and the FLSA Class members) have been damaged in an amount to be determined at trial.

SECOND CAUSE OF ACTION
VIOLATION OF THE OVERTIME PROVISIONS OF THE FLSA

70. Plaintiff Lamberto repeats and realleges all paragraphs above as though fully set forth herein.

71. Defendants, in violation of 29 U.S.C. § 207(a)(1), have failed to pay Plaintiff Lamberto (and the FLSA Class members) overtime compensation at a rate of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a work week.

72. Defendants' failure to pay Plaintiff Lamberto (and the FLSA Class members), overtime compensation is willful within the meaning of 29 U.S.C. § 255(a).

73. Plaintiff Lamberto (and the FLSA Class members) have been damaged in an amount to be determined at trial.

THIRD CAUSE OF ACTION
VIOLATION OF THE NEW YORK MINIMUM WAGE ACT

74. Plaintiff Lamberto repeats and realleges all paragraphs above as though fully set forth herein.

75. At all times relevant to this action, Defendants have been Plaintiff Lamberto's employers within the meaning of the N.Y. Lab. Law §§ 2 and 651. Defendants have had the power to hire and fire Plaintiff Lamberto, controlled the terms and conditions of her employment, and determined the rates and methods of any compensation in exchange for her employment.

76. Defendants, in violation of NYLL § 652(1) and the supporting regulations of the New York State Department of Labor, have paid Plaintiff Lamberto less than the minimum wage.

77. Defendants' failure to pay Plaintiff Lamberto the minimum wage is willful within the meaning of N.Y. Lab. Law § 663.

78. Plaintiff Lamberto has been damaged in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
VIOLATION OF THE OVERTIME PROVISIONS
OF THE NEW YORK STATE LABOR LAW

79. Plaintiff Lamberto repeats and realleges all paragraphs above as though fully set forth herein.

80. Defendants, in violation of N.Y. Lab. Law § 190 *et seq.*, and supporting regulations of the New York State Department of Labor, have failed to pay Plaintiff Lamberto overtime compensation at rates of one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a work week.

81. Defendants' failure to pay Plaintiff Lamberto overtime compensation is willful within the meaning of N.Y. Lab. Law § 663.

82. Plaintiff Lamberto has been damaged in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
(VIOLATION OF THE WAGE STATEMENT PROVISIONS
OF THE NEW YORK LABOR LAW)

83. Plaintiff Lamberto repeats and realleges all paragraphs above as though fully set forth herein.

84. With each payment of wages, Defendants have failed to provide Plaintiff Lamberto with an accurate statement listing each of the following: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; net wages; the regular hourly rate

or rates of pay; the overtime rate or rates of pay; the number of regular hours worked; and the number of overtime hours worked, as required by NYLL 195(3).

85. Defendants are liable to Plaintiff Lamberto in the amount of \$5,000, together with costs and attorneys' fees.

SIXTH CAUSE OF ACTION
(RECOVERY OF EQUIPMENT COSTS)

86. Plaintiff Lamberto repeats and realleges all paragraphs above as though fully set forth herein.

87. Defendants have required Plaintiff Lamberto to pay, without reimbursement, the costs and expenses for purchasing and maintaining equipment and "tools of the trade" required to perform her job, further reducing her wages in violation of the FLSA and NYLL. 29 U.S.C. § 206(a); 29 C.F.R. § 531.35; N.Y. Lab. Law §§ 193 and 198-b.

88. Plaintiff Lamberto has been damaged in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Lamberto respectfully requests that this Court enter judgment against Defendants by:

(a) Designating this action as a collective action and authorizing prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all putative class members apprising them of the pendency of this action, and permitting them to promptly file consents to be Plaintiffs in the FLSA claims in this action;

(b) Declaring that Defendants have violated the minimum wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiff Lamberto and the FLSA Class members;

(c) Declaring that Defendants have violated the overtime wage provisions of, and associated rules and regulations under, the FLSA as to Plaintiff Lamberto and the FLSA Class members;

(d) Declaring that Defendants' violations of the provisions of the FLSA are willful as to Plaintiff Lamberto and the FLSA Class members;

(e) Awarding Plaintiff Lamberto and the FLSA Class members damages for the amount of unpaid minimum wages, overtime compensation, and damages for any improper deductions or credits taken against wages under the FLSA as applicable;

(f) Awarding Plaintiff Lamberto and the FLSA Class members liquidated damages in an amount equal to 100% of her damages for the amount of unpaid minimum wage and overtime compensation, and damages for any improper deductions or credits taken against wages under the FLSA as applicable pursuant to 29 U.S.C. § 216(b);

(g) Declaring that Defendants have violated the minimum wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiff Lamberto;

(h) Declaring that Defendants have violated the overtime wage provisions of, and rules and orders promulgated under, the NYLL as to Plaintiff Lamberto;

(i) Awarding Plaintiff Lamberto damages for the amount of unpaid minimum wage and overtime compensation, and for any improper deductions or credits taken against wages as applicable

(j) Awarding Plaintiff Lamberto liquidated damages in an amount equal to one hundred percent (100%) of the total amount of minimum wage and overtime compensation shown to be owed pursuant to NYLL § 663 as applicable; and liquidated damages pursuant to NYLL § 198(3);

(k) Awarding Plaintiff Lamberto and the FLSA Class members pre-judgment and post-judgment interest as applicable;

(l) Awarding Plaintiff Lamberto and the FLSA Class members the expenses incurred in this action, including costs and attorneys' fees;

(m) Providing that if any amounts remain unpaid upon the expiration of ninety days following issuance of judgment, or ninety days after expiration of the time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent, as required by NYLL § 198(4); and

(n) All such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff Lamberto demands a trial by jury on all issues triable by a jury.

Dated: New York, New York
February 5, 2018

MICHAEL FAILLACE & ASSOCIATES, P.C.

By: /s/ Michael Faillace
Michael Faillace [MF-8436]
60 East 42nd Street, Suite 4510
New York, New York 10165
Telephone: (212) 317-1200
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Attorneys for Plaintiff

Michael Faillace & Associates, P.C.

Employment and Litigation Attorneys

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New York, New York 10165

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Faillace@employmentcompliance.com

January 31, 2018

BY HAND

TO: Clerk of Court,

I hereby consent to join this lawsuit as a party plaintiff.

(Yo, por medio de este documento, doy mi consentimiento para formar parte de la demanda como uno de los demandantes.)

Name / Nombre: Aida Lamberto Fermin

Legal Representative / Abogado: Michael Faillace & Associates, P.C.

Signature / Firma:



Date / Fecha:

31 de Enero 2018

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
AIDA LAMBERTO FERMIN, individually and on behalf of others similarly situated,
(b) County of Residence of First Listed Plaintiff Bronx
(c) Attorneys (Firm Name, Address, and Telephone Number)
Michael A. Faillace, Michael Faillace & Associates, P.C.
60 East 42nd Suite 4510
New York, NY 10165

DEFENDANTS
BLUE MOON HOTEL LIMITED (D/B/A BLUE MOON HOTEL), INTERNATIONAL STUDENTS RESIDENCE INC. (D/B/A
County of Residence of First Listed Defendant Kings
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District
6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Plaintiff seeks unpaid overtime wages pursuant to The Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.
Brief description of cause:
unpaid overtime wages

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

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

DATE 02/05/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Michael Faillace

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Michael Faillace, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
the complaint seeks injunctive relief,
the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? No
2.) If you answered "no" above:
a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? NO
b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? N/A

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

- Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

- Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s/ Michael Faillace

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

AIDA LAMBERTO FERMIN, individually and on behalf of others similarly situated,

Plaintiff(s)

v.

BLUE MOON HOTEL LIMITED (D/B/A BLUE MOON HOTEL), INTERNATIONAL STUDENTS RESIDENCE INC. (D/B/A INTERNATIONAL STUDENT RESIDENCE), and ELI IDI,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Blue Moon Hotel Limited (d/b/a Blue Moon Hotel) 100 Orchard Street New York, New York 10002

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

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

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

AIDA LAMBERTO FERMIN, individually and on behalf of others similarly situated,

Plaintiff(s)

v.

BLUE MOON HOTEL LIMITED (D/B/A BLUE MOON HOTEL), INTERNATIONAL STUDENTS RESIDENCE INC. (D/B/A INTERNATIONAL STUDENT RESIDENCE), and ELI IDI,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) International Students Residence Inc. (d/b/a International Student Residence) 341 Broadway Brooklyn, New York 11211

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Michael A. Faillace MICHAEL FAILLACE & ASSOCIATES, P.C. 60 East 42nd Street, Suite 4510 New York, New York 10165

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

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

UNITED STATES DISTRICT COURT

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Plaintiff(s)

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BLUE MOON HOTEL LIMITED (D/B/A BLUE MOON HOTEL), INTERNATIONAL STUDENTS RESIDENCE INC. (D/B/A INTERNATIONAL STUDENT RESIDENCE), and ELI IDI,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Eli Idi
341 Broadway
Brooklyn, New York 11211

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Michael A. Faillace
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd Street, Suite 4510
New York, New York 10165

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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Server's signature

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Additional information regarding attempted service, etc:

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Blue Moon Hotel, International Students Residence Must Clean Up Pay Practices](#)
