

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. _____-CIV-_____/_____

ANTOINE JACKSON, on his own behalf and
others similarly situated,

Plaintiff,

v.

DSA MANAGEMENT CO., INC., a New York Corporation,
635 11TH MIAMI VENTURES, LLC, a Florida Limited Liability
Company, ARIK LIFSHITZ, individually, and
XYZ ENTITIES 1-10,

Defendants.

_____ /

COMPLAINT

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

2. Defendant, DSA MANAGEMENT CO., INC., a New York Corporation, has at all times material to this Complaint had its corporate headquarters at 60 Madison Avenue, Suite 111, New York, New York 10010 and has owned and operated a property management business through ARIK LIFSHITZ and other incorporated entities—including but not limited to 635 11TH MIAMI VENTURES, LLC, a Florida Limited Liability Company, and XYZ ENTITIES 1-10—that has been engaged in doing business in Florida and throughout the United States and internationally with approximately 1,000 units throughout New York City, Miami Beach, New Jersey, and Israel.

3. Defendant, ARIK LIFSHITZ (“LIFSHITZ”), has at all times material to this Complaint owned, managed, and/or operated DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES 1-10, and Defendant LIFSHITZ has regularly exercised the authority to hire and fire employees, established and/or overseen the work assignments of employees, set the work hours of employees, and participated in and/or controlled the finances and operations of DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES -10. By virtue of such control and authority, Defendant LIFSHITZ is an employer of Plaintiff and the other similarly situated employees within the meaning of the Fair Labor Standards Act, 29 U.S.C. §203(d).

4. At all times material to this Complaint, Defendants, DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES 1-10, have acted in the direct interest of each other towards a collective interest and exercised common control over the terms and conditions of the employment of Plaintiff and other similarly situated Property Managers, however variously titled. Alternately, Defendants, DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES 1-10, and each of their respective divisions, subsidiaries or affiliates, and parent entities, however constituted, were joint employers of Plaintiff and the other similarly situated Property Managers because each, respective division, subsidiary or affiliate acted directly or indirectly in the interest of the other in relation to such employee. As a second alternative, Defendants, DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES 1-10, and each of their divisions, subsidiaries or affiliates, and parent entities, however constituted, were joint employers of Plaintiff and the other similarly situated Property Managers because Defendants commonly controlled the terms of compensation and employment of Plaintiff and because they are not completely disassociated with

respect to the terms of compensation and employment of Plaintiff and the employees similarly situated to him. As a final alternative, Defendants, DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES 1-10, and each of their divisions, subsidiaries or affiliates, and parent entities, however constituted, directly or indirectly acted in the interest of an employer toward Plaintiff and the other similarly situated Property Managers at all material times to this Complaint, including without limitation directly or indirectly controlling the terms of employment and compensation of the employees. Accordingly, the relationship of Defendants, DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES 1-10, with respect to Plaintiff and other similarly situated Property Managers who have performed work for Defendants in one or more work weeks, during the three (3) year statute of limitations period between October 2014 and the present is that of employers and/or joint-employers under 29 U.S.C. §203(d).

5. Plaintiff brings this action against Defendants on behalf of himself and other similarly situated Property Managers however variously titled, for unpaid minimum and overtime wages, liquidated damages, and the costs and reasonable attorneys' fees of this action under the provisions of the Fair Labor Standards Act ("FLSA"), as amended, 29 U.S.C. §216(b),¹ as well as for alleged violations and damages under the Florida Whistleblower Act, F.S. §448.102 *et seq.* It is the intent of this collective action to apply to all similarly situated employees of Defendants regardless of location.

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

7. A substantial part of the events giving rise to this action occurred in Miami-Dade

¹ Attached hereto is a signed Consent to Join of Plaintiff JACKSON.

County, within the jurisdiction of this Court.

8. At all times material to this Complaint, including but not necessarily limited to during the years 2014, 2015, 2016, and 2017, Defendants, DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES 1-10, have had two (2) or more employees who have regularly sold, handled, or otherwise worked on goods and/or materials that had been moved in or produced for commerce. In this regard, Plaintiff alleges based upon information and belief and subject to discovery, that at all times material to this Complaint, Defendants, DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES 1-10, have employed two (2) or more employees who, *inter alia*, have: (a) regularly handled and worked on residential appliances—including but not limited to refrigerators, stoves, air conditioning units—that were goods and/or materials moved in or produced for commerce; (b) regularly handled and worked with cleaning products and paint—including but not limited to Clorox bleach, floor cleaning solutions, Lysol disinfects for sinks and bathrooms, interior wall paint, mops, brooms, rags—that were goods and/or materials moved in or produced for commerce; (c) regularly handled and worked on office equipment—including but not limited to computers, photocopier/scanner, printers, telephones—that were goods and/or materials moved in or produced for commerce; (d) regularly handled and worked with commercial office supplies—including but not limited to paper, pens, staples, and folders—that were goods and/or materials moved in or produced for commerce; and (e) regularly processed and participated in electronic bank and/or transfers and transactions across Florida, New York, and other State lines throughout the United States.

9. Based upon information and belief, the annual gross sales volume of Defendants, DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES

1-10, has been in excess of \$500,000.00 per annum at all times material to this Complaint, including but not necessarily limited to during the years 2014, 2015, 2016, and 2017.

10. At all times material to this Complaint, including but not necessarily limited to during the years 2014, 2015, 2016, and 2017, Defendants, DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, and XYZ ENTITIES 1-10, have constituted an enterprise engaged in interstate commerce or in the production of goods for commerce as defined by the FLSA, 29 U.S.C. §203(s).

11. During the three (3) year statute of limitations period between approximately March 2016 and November 2016, Plaintiff's primary duties as an on-site Property Manager for Defendants at the approximate sixteen (16) unit property located at 635 11th Street, Miami Beach, Florida 33139 consisted of the following non-exempt tasks: (a) cleaning up units to be rented by Defendants; (b) opening up units for showings to potential tenants; (c) calling vendors on behalf of Defendants to obtain information about residential appliances such as ovens, and air-conditioning units; (d) sweeping, picking up trash, and cleaning the property; and (e) helping tenants with manual labor on the property such as lock and unit-access problems.

12. During the three (3) year statute of limitations period between approximately March 2016 and November 2016, Plaintiff regularly worked for Defendants with start times of approximately 8:00 a.m. and with stop times between approximately 8:00 p.m. and 2:00 a.m., working anywhere between approximately Seventy (70) and Ninety (90) hours per week.

13. However, Defendants failed to pay Plaintiff any direct wages whatsoever between approximately March 2016 and November 2016 for any of the hours he worked for Defendants. Instead, Plaintiff's employment with Defendants was based upon \$1,200.00 per month including rent for Unit #10 which Plaintiff lived in at 635 11th Street, Miami Beach, Florida 33139 but

Defendants failed to pay Plaintiff (a) at least the federal minimum wage of \$7.25/hour for all of the hours Plaintiff worked each week for Defendants; and (b) time and one-half wages for all of the actual hours Plaintiff worked in excess of Forty (40) hours per week for Defendants.

14. Even if Defendants were entitled to claim a “credit” of approximately \$300.00 per week against the minimum wage required by 29 U.S.C. §206 for the weeks Plaintiff worked for Defendants between approximately March 2016 and November 2016 for the fair market value of rent of the unit Plaintiff lived in at 635 11th Street, Miami Beach, Florida 33139, Defendants still failed to pay Plaintiff at least \$243.75 per week in unpaid minimum wages totaling approximately **\$7,312.50** during approximately Thirty (30) weeks between March 2016 and November 2016 [75 hours per week x \$7.25/hour = \$543.75 per week in Minimum Wages required by FLSA - \$300.00 per week in rent credit = \$243.75 per week x 30 weeks = \$7,312.50].

15. In addition, based upon Defendants owing Plaintiff an average of approximately Thirty-Five (35) overtime hours per week at an applicable overtime rate of \$6.888/hour [$\$7.25/\text{hour} \times 1.5 = \$10.88/\text{hour}$ – credit of \$4.00 per hour ($\$300 \text{ per week} / 75 \text{ hours} = \$4.00/\text{hour}$) during 30 work weeks between approximately March 2016 and November 2016, Plaintiff’s unpaid overtime wages total **\$7,224.00** [$\$6.88/\text{hour} \times 35 \text{ OT hours/week} \times 30 \text{ weeks} = \$7,224.00$].

16. Likewise, Defendants’ other similarly situated Property Managers are entitled to the federal minimum wage of \$7.25/hour for all of the hours they worked each week for Defendants and similarly, have regularly worked in excess of Forty (40) hours in one or more work weeks during their employment with Defendants within the three (3) year statute of limitations period between October 2014 and the present.

17. The additional persons who may become Plaintiffs in this action are Defendants’ current and former non-exempt Property Managers, however variously titled, who have worked

for Defendants in one or more weeks between October 2014 and the present without being compensated (a) at least the minimum wage for each hour worked for Defendants; and (b) time and one-half wages for all of their actual hours worked in excess of Forty (40) hours per week, regardless of location.

18. Defendants have failed to comply with the requirements of the Fair Labor Standards Act by, *inter alia*: (a) failing to maintain accurate time records of the actual start times, stop times, number of hours worked each day, and total hours worked each week by Plaintiff and other similarly situated Property Managers however variously titled, between October 2014 and the present, as required by the FLSA, 29 C.F.R. §516.2; and (b) failing to pay the minimum wages required by the FLSA and time and one-half wages for all of the actual overtime hours worked by Plaintiff and other similarly situated Property Managers however variously titled, in one or more weeks between October 2014 and the present.

19. At all times material to this Complaint, Defendants' management personnel had knowledge of the actual hours worked by Plaintiff and other similarly situated Property Managers for Defendants between October 2014 and the present, all of which work was for the benefit of Defendants. Nonetheless, Defendants knowingly and willfully failed to compensate Plaintiff and other similarly situated Property Managers however variously titled, with the minimum wage required by the FLSA and similarly failed to pay Plaintiff and other similarly situated Property Managers however variously titled, time and one-half wages for all of their actual overtime hours worked, instead accepting the benefits of the work performed by Plaintiff and other similarly situated Property Managers however variously titled, without paying the compensation required by law.

20. At all times material to his employment with Defendants between approximately

March 2016 and November 2016, Plaintiff satisfactorily performed his essential job duties for Defendants.

21. In or around May 2016, apartment units were being renovated by Defendants at 635 11th Street, Miami Beach, Florida 33139 without requirement government permits—including but not necessarily limited to plumbing, electrical, flooring, and other renovations—and Plaintiff advised ARIK LIFSHITZ of violations problems arising from this unpermitted work. In response, Defendant LIFSHITZ directed Plaintiff that the next time the City of Miami Beach posts a violation notice, Plaintiff was required to pull down the notice and let LIFSHITZ know immediately.

22. In or around October 2016, the City of Miami Beach returned to 635 11th Street, Miami Beach, Florida 33139 to complete inspections of approximately six (6) to seven (7) units in the building, as part of which the City again found violations and threatened to, *inter alia*, shut off the electricity for the entire building. Pursuant to Defendant LIFSHITZ's instructions, Plaintiff promptly notified LIFSHITZ of the violations and Plaintiff objected to Defendants' continued illegal and unpermitted renovations work. Within approximately one (1) week, Defendants terminated Plaintiff's employment and began eviction proceedings against Plaintiff by posting a three-day notice in late October 2016.

23. The reason proffered by Defendants for terminating Plaintiff's employment in was false and known to be false by Defendants at the time Defendants terminated Plaintiff's employment, with a motivating factor behind Defendants' termination being Plaintiff having engaged in protected activity by the Florida Whistleblower Act in reporting to Defendants the illegal renovations work and new violations found by the City of Miami Beach.

COUNT I
OVERTIME VIOLATIONS OF THE FAIR LABOR STANDARDS ACT

Plaintiff, ANTOINE JACKSON readopts and realleges the allegations contained in Paragraphs 1 through 23 above.

24. Plaintiff is entitled to be paid time and one-half of his applicable regular rate(s) of pay for each and every hour he worked for Defendants in excess of Forty (40) hours per work week during the three (3) year statute of limitations period between approximately March 2016 and November 2016.

25. All similarly situated employees of Defendants are similarly owed their overtime rate for each overtime hour they worked and were not properly paid by Defendants during the three (3) year statute of limitations period between October 2014 and the present.

26. At all times material to this Complaint, Defendants had actual notice that its compensation practices did not provide Plaintiff and other similarly situated Property Managers however variously titled, with time and one-half wages for all of their actual overtime hours worked between October 2014 and the present based upon, *inter alia*: (a) Defendants facilitating the creation, oversight, and administration of compensation practices, timekeeping practices, and employment policies governing Plaintiff and other similarly situated Property Managers however variously titled, which knowingly and willfully did not provide time and one-half compensation for all hours worked in excess of Forty (40) hours per week; and (b) Defendants' failure to maintain accurate records of the actual start times, stop times, number of hours worked each day, and total hours worked each week by Plaintiff and other similarly situated Property Managers however variously titled, for Defendants as required by the Fair Labor Standards Act for each work week within the three (3) year statute of limitations period between October 2014 and the present.

27. By reason of the intentional, willful and unlawful acts of Defendants, all Plaintiffs

(the named Plaintiff and those similarly situated to him) have suffered damages plus incurring costs and reasonable attorneys' fees.

28. Defendants did not have a good faith basis for their failure to pay time and one-half wages for all of the actual overtime hours worked by Plaintiff and Defendants' other non-exempt Property Managers however variously titled, as a result of which Plaintiff and the other similarly situated employees are entitled to the recovery of liquidated damages from Defendants pursuant to 29 U.S.C. §216(b).

29. Plaintiff has retained the undersigned counsel to represent him in this action, and pursuant to 29 U.S.C. §216(b), Plaintiff is entitled to recover from Defendants all reasonable attorneys' fees and costs incurred as a result of Defendants' violations of the FLSA.

30. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff, ANTOINE JACKSON, and any current or former non-exempt employees similarly situated to him who join this action as Opt-In Plaintiffs, demand judgment, jointly and severally, against Defendants, DSA MANAGEMENT CO., INC. 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHIFTZ, and XYZ ENTITIES 1-10, for the payment of all unpaid overtime compensation, liquidated damages, reasonable attorneys' fees and costs of suit, and for all proper relief including prejudgment interest.

COUNT II
MINIMUM WAGE VIOLATIONS OF THE FAIR LABOR STANDARDS ACT

Plaintiff, ANTOINE JACKSON, readopts and realleges the allegations contained in Paragraphs 1 through 23 above.

31. Plaintiff is entitled to the minimum wage required by the Fair Labor Standards Act for every hour he worked for Defendants week within the three (3) year statute of limitations period between approximately March 2016 and November 2016.

32. However, Defendants failed to pay Plaintiff at least the minimum wage required by the law for each and every hour he worked for Defendants between approximately March 2016 and November 2016.

33. All other non-exempt Property Managers however variously titled, of Defendants are also entitled to be paid time at least the minimum wage required by law for every hour they have worked for Defendants within the three (3) year statute of limitations period between October 2014 and the present.

34. At all times material to this Complaint, Defendants had knowledge that Plaintiff and other non-exempt Property Managers however variously titled, were performing work for the benefit of Defendants during numerous work weeks within the three (3) year statute of limitations period between October 2014 and the present without compensation at the minimum wage required by law.

35. Defendants knowingly and willfully failed to pay Plaintiff and other non-exempt Property Managers however variously titled, at least the minimum wage required by law for all of their actual hours worked for Defendants during each week within the statute of limitations period between October 2014 and the present.

36. By reason of Defendants' intentional, willful and unlawful act, all Plaintiffs (the named Plaintiff and those employees similarly situated to him) have suffered damages plus incurring costs and reasonable attorneys' fees.

37. Defendants did not have a good faith basis for their failure to pay Plaintiff and the other non-exempt Property Managers, however variously titled, the minimum wages required by the FLSA, as a result of which Plaintiff and the other similarly situated employees are entitled to the recovery of liquidated damages in an amount equal to their unpaid minimum wages from

Defendants pursuant to 29 U.S.C. §216(b).

38. Plaintiff has retained the undersigned counsel to represent him in this action, and pursuant to 29 U.S.C. §216(b), Plaintiff is entitled to recover from Defendants all reasonable attorneys' fees and costs incurred as a result of Defendants' violations of the FLSA.

39. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff, ANTOINE JACKSON, and any current or former non-exempt employees similarly situated to him who join this action as Opt-In Plaintiffs, demand judgment, jointly and severally, against DSA MANAGEMENT CO., INC. 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHIFTZ, and XYZ ENTITIES 1-10, for the payment of all unpaid minimum wages, liquidated damages, reasonable attorneys' fees and costs of suit, and for all proper relief including prejudgment interest.

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

40. Plaintiff, ANTOINE JACKSON, readopts and realleges the allegations contained in Paragraphs 1 through 23 above.

41. At all times material to this Complaint, Plaintiff was an employee of Defendants, DSA MANAGEMENT CO., INC. 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHIFTZ, and XYZ ENTITIES 1-10, within the meaning of F.S. §448.101(2).

42. At all times material to this Complaint, Defendants, DSA MANAGEMENT CO., INC. 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHIFTZ, have been engaged in an industry affecting commerce and have had Ten (10) or more employees for each working day in each of Twenty (20) or more weeks in the current or preceding calendar year.

43. At all times material to this Complaint, Defendants, DSA MANAGEMENT CO., INC. 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHITZ, were an employer and/or joint-employer of Plaintiff within the meaning of F.S. §448.101(3), Florida's Whistleblower Act.

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

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

(2) Provided information to, or testified before, any appropriate governmental agency, person, or entity conducting an investigation, hearing, or inquiry into an alleged violation of a law, rule, or regulation by the employer.

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

45. When Plaintiff reported to Defendant LIFSHITZ the unpermitted and illegal renovations work that was continuing at 635 11th Street, Miami Beach, Florida 33139, and when Plaintiff also reported to Defendant LIFSHITZ repeated violations found by the City of Miami Beach along with Plaintiff's objections to this illegal work ongoing, Plaintiff engaged in protected activity within the meaning of Florida's Whistleblower Act, F.S. §448.102(3).

46. Beginning in or around late October 2016, Defendants began subjecting Plaintiff to "retaliatory personnel action" within the meaning of Florida's Whistleblower Act, F.S. §448.101(5) because of Plaintiff's reports about the City's violations and Plaintiff's objection to the illegal work continuing, culminating in the termination of Plaintiff's employment and the

eviction of Plaintiff from the property, in violation of F.S. §448.102(3).

47. Plaintiff reasonably and in good faith believed that Defendants' unpermitted building renovations were in violation of a "law, rule, or regulation" within the meaning of Florida's Whistleblower Act, F.S. §448.101(4).

48. More specifically, one or more "laws, rules, or regulations" within the meaning of Florida's Whistleblower Act, F.S. §448.101(4), which were applicable to Defendants and pertained to Defendants' business which Plaintiff reasonably and in good faith belief believed Defendants were violating include but were not necessarily limited to: (a) the City of Miami Beach Code; and (b) Florida Building Code requirements for construction renovations and electrical work.

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

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

51. Plaintiff has suffered lost earnings, emotional distress, loss of self-esteem and other injuries as a direct result of Defendants' violations of F.S. §448.102.

52. Pursuant to F.S. §448.104, Plaintiff is entitled to recover his reasonable attorneys' fees and costs from Defendants' under Count III of this Complaint.

WHEREFORE, Plaintiff, ANTOINE JACKSON, demands judgment against Defendants, DSA MANAGEMENT CO., INC. 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHIFTZ, and XYZ ENTITIES 1-10, for back pay, employment benefits and other compensation including bonuses, compensatory damages, punitive damages, emotional distress, equitable relief, including,

but not limited to, reinstatement or front pay, interest, attorneys' fees, costs and such other and further relief as this Honorable Court deems proper.

JURY TRIAL DEMAND

Plaintiff demands trial by jury on all issues so triable.

Dated: October 3, 2017

Respectfully submitted,

By: **s/KEITH M. STERN**
Keith M. Stern, Esquire
Florida Bar No. 321000
E-mail: employlaw@keithstern.com
Hazel Solis Rojas, Esquire
Florida Bar No. 91663
E-mail: hsolis@workingforyou.com
LAW OFFICE OF KEITH M. STERN, P.A.
One Flagler
14 NE 1st Avenue, Suite 800
Miami, Florida 33132
Telephone: (305) 901-1379
Facsimile: (561) 288-9031
Attorneys for Plaintiff

CONSENT TO JOIN FORM

1. I consent to be a party plaintiff in a lawsuit against Defendant(s), DSA Management Company Inc. d/b/a 635 11th Miami Ventures LLC, as well as any related entities and individuals, to seek recovery for violations of the Fair Labor Standards Act (FLSA) pursuant to 29 U.S.C. §216(b) *et seq.*

2. I hereby designate the Law Office of Keith M. Stern, P.A. to represent me in bringing my FLSA claims and to make decisions on my behalf concerning the litigation and settlement of these claims. I agree to be bound by any adjudication by the Court, whether it is favorable or unfavorable.

3. I also consent to join any other related action against Defendant(s), or any other potentially responsible parties, to assert my FLSA claims and for this Consent Form to be filed in any such action.

Antoine Jackson
Printed Name

Signature: Antoine Jackson
Antoine Jackson (Jun 26, 2017)

Email: 

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

I. (a) PLAINTIFFS ANTOINE JACKSON

DEFENDANTS DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHITZ

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

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Law Office of Keith M. Stern, P.A., 14 NE 1st Avenue, Suite 800, Miami, Florida 33132, (305) 901-1379

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

(d) Check County Where Action Arose: [X] MIAMI-DADE [] MONROE [] BROWARD [] PALM BEACH [] MARTIN [] ST. LUCIE [] INDIAN RIVER [] OKEECHOBEE [] HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

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

CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES

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

- 1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation Transfer
7 Appeal to District Judge from Magistrate Judgment
8 Multidistrict Litigation - Direct File
9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case [] YES [X] NO b) Related Cases [] YES [X] NO

JUDGE:

DOCKET NUMBER:

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 29 U.S.C. 206 & 207 - Action for Unpaid Overtime & Minimum Wages and F.S. 448.102 - Florida Whistleblower

LENGTH OF TRIAL via 2-3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 []

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: [X] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE October 3, 2017

SIGNATURE OF ATTORNEY OF RECORD

s/Keith M. Stern

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ANTOINE JACKSON, on his own behalf and others similarly situated,

Plaintiff(s)

v.

DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHITZ, individually, and XYZ ENTITIES 1-10,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DSA MANAGEMENT CO, INC. c/o Howard Lifshitz, Chief Executive Officer 341 East 10th Street New York, New York 10009

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:

Keith M. Stern, Esquire One Flagler - 14 NE 1st Avenue, Suite 800 Miami, Florida 33132 (305) 901-1379

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ANTOINE JACKSON, on his own behalf and others similarly situated,

Plaintiff(s)

v.

DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHITZ, individually, and XYZ ENTITIES 1-10,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) 635 11th MIAMI VENTURES, LLC c/o Registered Agent, United Corporate Services, Inc. 9200 South Dadeland Boulevard, Suite 508 Miami, Florida 33156

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:

Keith M. Stern, Esquire One Flagler - 14 NE 1st Avenue, Suite 800 Miami, Florida 33132 (305) 901-1379

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ANTOINE JACKSON, on his own behalf and others similarly situated,

Plaintiff(s)

v.

DSA MANAGEMENT CO., INC., 635 11TH MIAMI VENTURES, LLC, ARIK LIFSHITZ, individually, and XYZ ENTITIES 1-10,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ARIK LIFSHITZ 60 Madison Avenue, Suite 1111 New York, New York 10010

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:

Keith M. Stern, Esquire One Flagler - 14 NE 1st Avenue, Suite 800 Miami, Florida 33132 (305) 901-1379

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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Other *(specify)*: _____

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Miami Property Manager Receives No Wages](#)
