

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

FILED

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US DISTRICT COURT  
MIDDLE DISTRICT OF FL  
ORLANDO FLORIDA

6-11-CV-742-ORL-22 GJK

Case No.:

MCO AIRPORT CONCESSIONS, LLC,  
a Florida limited liability company,  
ORLANDO AIRSIDE INVESTMENTS,  
LLC, a Florida limited liability company,  
SUPERIOR HOSPITALITY  
MANAGEMENT, LLC, a Florida limited  
liability company, TYRONE W.  
NABBIE, an individual, BASSEL  
MAALI, an individual, CHAD MAALI,  
an individual, JIHAD MAALI, an  
individual, MANAR MAALI, an  
individual, SAAD MAALI, an  
individual, and RANDA MAALI-ITANI,

Plaintiffs,

v.

GREATER ORLANDO AVIATION  
AUTHORITY, an agency of the  
City of Orlando, CITY OF ORLANDO,  
STEVE GARDNER, as the former  
Executive Director of GOAA, and  
CHRIS SCHMIDT, as the former Deputy  
Executive Director of GOAA,

Defendants.

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U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO, FLORIDA

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, hereby file this Complaint and

Demand for Jury Trial against Defendants, **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, **CITY OF ORLANDO**, a municipal corporation in Orange County, Florida, **STEVE GARDNER**, as the former Executive Director of GOAA, and **CHRIS SCHMIDT**, as the former Deputy Executive Director of GOAA, and alleges as follows:

### **JURISDICTION AND VENUE**

1. This is an action for claims arising under the United States and Florida Constitutions and federal and Florida statutes and regulations. Jurisdiction is expressly conferred on this Court by 28 U.S.C. § 1331. This Court has supplemental jurisdiction over state law claims, pursuant to 28 U.S.C. § 1367, as Plaintiffs' Florida Constitutional, statutory and regulatory claims are substantially related to the claims within this Court's original jurisdiction and are an inextricable part of the instant case.

### **THE PARTIES**

2. Plaintiff, MCO AIRPORT CONCESSIONS, LLC ("MCO"), is a Florida limited liability company with its principal office located in Orange County, Florida. MCO owns fifty-two percent (52%) of the membership interest in Orlando Hometown Concessions, LLC ("OHC"), also a Florida limited liability company. OHC's principal office is located in Orange County, Florida.

3. Plaintiff, ORLANDO AIRSIDE INVESTMENTS, LLC ("OAI"), is a Florida limited liability company with its principal office located in Orange County, Florida. OAI owns forty-nine percent (49%) of the membership interest in MCO.

4. Plaintiff, SUPERIOR HOSPITALITY MANAGEMENT, LLC ("SHM"), is a Florida limited liability company with its principal office located in Orange County, Florida.

SHM owns fifty-one percent (51%) of the membership interest in MCO.

5. Plaintiff, TYRONE W. NABBIE (“Mr. Nabbie”), is an individual residing in Orange County, Florida. Mr. Nabbie is a black Bahamian-American. Mr. Nabbie owns one hundred percent (100%) of the membership interest in SHM. SHM is a GOAA-certified Airport Concessions Disadvantaged Business Enterprise (“ACDBE”) under the federal Disadvantaged Business Enterprise (“DBE”) rules.

6. Plaintiff, BASSEL MAALI, is an individual residing in Orange County, Florida.

7. Plaintiff, CHAD MAALI, is an individual residing in Orange County, Florida.

8. Plaintiff, JIHAD MAALI, is an individual residing in Orange County, Florida.

9. Plaintiff, MANAR MAALI, is an individual residing in Orange County, Florida.

10. Plaintiff, SAAD MAALI, is an individual residing in Orange County, Florida.

11. Plaintiff, RANDA MAALI-ITANI, is an individual residing in Brevard County, Florida.

12. Plaintiffs, BASSEL MAALI, CHAD MAALI, JIHAD MAALI, MANAR MAALI, SAAD MAALI, and RANDA MAALI-ITANI, shall hereinafter be collectively referred to as the “Maali Family”. The Maali Family are Palestinian-Americans who practice the Muslim faith. The Maali Family, collectively, own one hundred percent (100%) of the membership interest in OAI.

13. By Florida law, each member’s interest in a limited liability company is uniquely personal property. *See* § 608.431, Fla. Stat. (2010).

14. Defendant, GREATER ORLANDO AVIATION AUTHORITY (“GOAA”), is an agency of the City of Orlando and is located in Orlando, Orange County, Florida.

15. Defendant, CITY OF ORLANDO (the “City”), is a municipal corporation located

in Orange County, Florida.

16. Defendant, STEVE GARDNER (“Mr. Gardner”), upon information and belief is an individual residing in Orange County, Florida. At all material times hereto, Mr. Gardner acted with authority and in the performance of his official duties as the then-GOAA Executive Director.

17. Defendant, CHRIS SCHMIDT (“Mr. Schmidt”), upon information and belief is an individual residing in Orange County, Florida. At all material times hereto, Mr. Schmidt acted with authority and in the performance of his official duties as the then-GOAA Deputy Executive Director.

18. By Orlando City Ordinance, the exercise by GOAA of its powers are deemed and held to be an essential municipal function of the City. *See* Orlando, Fla., Ordinance ch. 16, § 3.1.

19. Defendants have committed the illegal acts complained of herein within this judicial district and, therefore, jurisdiction over the Defendants is proper.

20. Plaintiffs have hired the undersigned law firms to represent Plaintiffs in this action and have agreed to pay said law firms attorneys’ fees for their services. Plaintiffs have incurred and will continue to incur attorneys’ fees and costs in this action as a direct result of the Defendant’s unlawful and egregious conduct and said attorneys’ fees and costs are the responsibility of the Defendants pursuant to federal and state law including, but not limited to, 42 U.S.C. § 1988 (2010) and § 73.092 , Fla. Stat. (2010).

21. All conditions precedent to this action have occurred, been performed or have been waived by the Defendants.

#### **FACTS COMMON TO ALL COUNTS**

22. On November 7, 2006, GOAA issued a Request for Proposal (“RFP”) to award a

\$300 million contract to operate and manage an expanded food and beverage concession at Airside 3, Gates 40 through 49 (“Airside 3”) of the Orlando International Airport in Orlando, Florida (the “Airport”). The expanded service includes food and alcoholic and non-alcoholic beverages. There are accommodations for on-site consumption. The term of the Airside 3 concession agreement is fifteen (15) years.

23. The Airside 3 project was funded with financial assistance received from the United States Department of Transportation (the “DOT”). As a result, and in connection with other Airport projects funded with federal financial assistance, GOAA, pursuant to federal DBE rules, created its Disadvantaged Business Enterprise Participation Program (the “DBE Program”) whereby GOAA established its policy that all DBEs would have an equal opportunity to receive and participate in DOT-assisted contracts awarded by GOAA.

24. In order to implement GOAA’s policy, its staff is directed, in addition to other directives, as follows: “To ensure nondiscrimination in the award and administration of DOT-assisted contracts; [and] [t]o create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.” GOAA further undertook the legal obligation to not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 29 CFR Part 26.

25. On March 9, 2007, in response to the RFP, GOAA received five (5) proposals from the following: Areas/Hojeij, JV; Creative Host Services Florida, LLC; Delaware North Companies, Inc.; Orlando Hometown Concessions, LLC; and OTG MCO Venture, LLC.

26. GOAA’s evaluation criteria for the five (5) proposals was divided into two (2) categories: (i) financial responsibility, reputation, and ACDBE goal attainment or good faith effort, which were all evaluated as either satisfactory or unsatisfactory; and (ii) the other issues

such as retail concepts (price range, quality, quantity, and variety), demonstrated experience/depth of management, concession improvements, and financial return to GOAA, which were all evaluated as either outstanding, very good, satisfactory, and less than adequate. By Orlando City Ordinance, no other factors or criteria were permitted to be used in the evaluation of the proposals. *See* Orlando, Fla., Ordinance ch. 7, art. 3, § 7.17.G.

27. OHC and MCO were formed for the specific and sole purpose of owning and operating food and beverage concessions at Airside 3 of the Airport (the “Concession”).

28. OHC’s members were to operate six separate and distinct food and beverage concepts at the Concession. They were: Johnny Rivers’ Smokehouse Grill; Earl of Sandwich; Bennigan’s Grill & Tavern; Asian Chao; McDonald’s; and Villa Fresh Italian Kitchen. For its part, MCO was to operate the Bennigan’s Grill & Tavern restaurant, the Earl of Sandwich, and the Villa Fresh Italian Kitchen.

29. OHC proposed a Minimum Annual Concession Fee (“MACF”) of \$2,180,050.00.

30. Areas/Hojeij, JV, a Spanish company, proposed a MACF of \$2.2 million with the following retail concepts: Pancho’s Spanish Bakery & Deli; Nikki’s Place; Sun Bar (temporary); Ruby Tuesday; Wendy’s; Freshens Smoothie; Qdoba Mexican Grill; and Nature’s Table.

31. The difference in the MACF proposed by Areas/Hojeij, JV, a foreign company, and OHC, a local company, was minimal at \$19,950.00. However, over the course of the entire fifteen (15) year term of the \$300 million concession contract, GOAA would have, ultimately, been paid more money by OHC than Areas/Hojeij, JV.

32. GOAA’s Concessions/Procurement Committee, headed by Mr. Schmidt, privately evaluated the five (5) proposals and on May 4, 2007, ranked Areas/Hojeij, JV number one (1) and OHC number two (2). The other three (3) proposals were not ranked.

33. On May 8, 2007, OHC appealed the Concessions/Procurement Committee's recommendation with Mr. Gardner. The appeal was based on multiple issues, one of which was a challenge to the certification of Hojeij Branded Foods, Inc., one of the joint venture partners in Areas/Hojeij, JV, as a DBE under federal DBE rules. Like Areas/Hojeij, JV, Hojeij Branded Foods, Inc. is a foreign corporation based out of Georgia. The owner of Hojeij Branded Foods, Inc. is Mrs. Carol Hojeij ("Mrs. Hojeij"), a Georgia resident.

34. In accordance with GOAA policy, OHC's appeal was heard by GOAA on June 4, 2007 (the "Hearing"). GOAA's then-legal counsel on DBE matters, Ometruis D. Long, Esquire ("Mr. Long"), attended and participated in the Hearing. However, none of the Plaintiffs were present at the Hearing because GOAA did not provide notice of the Hearing to the Plaintiffs until after the Hearing had already taken place. No decision was issued by GOAA at the Hearing regarding Hojeij Branded Foods, Inc.'s decertification.

35. On June 18, 2007, Mr. Long sent a Memorandum of Research (the "Long Memo") to GOAA officials, including Mr. Gardner, specifically advising GOAA that Mrs. Hojeij's net worth exceeded the \$750,000.00 upper limit for her to be deemed a "socially and economically disadvantaged individual" under federal DBE rules. Mr. Long further advised GOAA that Mrs. Hojeij failed to provide GOAA with any evidence of an exemption in assets necessary for Hojeij Branded Foods, Inc.'s continued DBE certification. Indeed, as Mr. Long pointed out to GOAA in the Long Memo, the only evidence for the exemption offered by Mrs. Hojeij specifically states "that Mrs. Hojeij has 'approached the bank' for a loan, and that the letter is 'not to be construed as a commitment' for Omni [Bank] to make the actual loan." The intended point of the Long Memo was clear: GOAA must decertify Hojeij Branded Foods, Inc. as a DBE in order for GOAA to be in compliance with federal law. A copy of the Long Memo is

attached as Exhibit A.

36. Neither the Long Memo nor its existence was disclosed to the Plaintiffs.

37. Despite the advice provided to GOAA in the Long Memo by its then-legal counsel on DBE matters, GOAA, nevertheless, ruled on June 19, 2007, that it could not be proven by a preponderance of the evidence that Hojeij Branded Foods, Inc. should be decertified as a DBE under federal law. GOAA, therefore, did not decertify Hojeij Branded Foods, Inc.

38. On June 20, 2007, Mr. Gardner circulated a memo to “Members of the Aviation Authority” indicating that “[d]uring the course of the appeal it became apparent that irregularities in the DBE certification process occurred with impact to both of the ranked proposers. Those irregularities included incompleteness of applications, timeliness of submittal for requested additional information from the proposers, timeliness of requests for DBE certification, and timeliness of DBE certification by [GOAA] Staff.” Mr. Gardner further indicated that “these issues are of concern.” A copy of Mr. Gardner’s Memorandum is attached as Exhibit B.

39. Neither OHC nor SHM were ever approached by GOAA about any “irregularities” with SHM’s DBE certification as apparently alleged by Mr. Gardner in his Memorandum. Moreover, despite his stated “concerns”, Mr. Gardener recommended in his Memorandum and at the GOAA Board meeting that same day (i.e., June 20, 2007) that GOAA’s Board resolve to (1) approve the ranking of the Concessions/Procurement Committee as follows: first – Areas/Hojeij, JV and second – Orlando Hometown Concession, LLC; (2) award the Airside 3 food court and sit down restaurant concession to the first ranked proposer, Areas/Hojeij, JV; (3) negotiate a contract with the top ranked firm and, if unsuccessful, negotiate a contract with the second ranked firm; (4) request Orlando City Council concurrence with a lease in excess of 10 years; and (5) authorize an Aviation Authority Officer or the Executive



Director to execute the necessary documents, following satisfactory review by legal counsel.

40. In accordance with the recommended course of action, GOAA's Board, on June 20, 2007, awarded the \$300 million contract to operate and manage an expanded food and beverage concession at Airside 3 to Areas/Hojeij, JV.

41. On November 21, 2007, local CBS-affiliate WKMG Channel 6 broadcast a lengthy news story about Mr. Nabbie. The WKMG reporter was Mr. Tony Pipitone ("Mr. Pipitone"). For the on-air report, Mr. Pipitone interviewed Mr. Schmidt, GOAA's then-Deputy Executive Director and a former colleague of Mr. Pipitone at WKMG. During the on-air report, Mr. Pipitone and Mr. Schmidt both appeared to refer to and to display on-camera, Mr. Nabbie's personal financial records submitted to GOAA as part of Mr. Nabbie's participation in GOAA's DBE Program. Such records are strictly protected from disclosure by federal law.

42. On January 18, 2008, Nejame, Lafay, Jancha, Vara, Barker, Joshi, P.A. ("NeJame, LaFay"), made a written public records request of GOAA that GOAA produce copies of the following public records:

All legal memoranda and/or reports, regardless of their physical form, drafted and/or prepared by Douglas E. Starcher, Esquire, and/or Ometrias Deon Long, Esquire, between May 8, 2007 and June 29, 2007, and addressed to and/or copying Messrs. Steve Gardner, Kevin Dillon, Robert L. Gilbert and/or C. Christian Schmidt at GOAA, in connection with, and in any way relating to, Hojeij Branded Foods, Inc., and its eligibility and/or ineligibility for DBE certification with and/or by GOAA.

A copy of that public records request is attached Exhibit C.

43. Several days later, by letter dated January 23, 2008, GOAA responded that NeJame, LaFay would be required to pay for all copies made. However, in its response, GOAA failed to address the existence of any of the requested public records and, if existing, when any

such public records would be produced by GOAA. A copy of GOAA's January 23, 2008 response is attached as Exhibit D.

44. On January 31, 2008, still without any response from GOAA, NeJame, LaFay requested from GOAA the status of NeJame, LaFay's public records request. A copy of NeJame, LaFay's January 30, 2008 letter is attached Exhibit E.

45. On January 31, 2008, GOAA's Custodian of Public Records, Ms. Dayci S. Burnette-Snyder, finally admitted that "there is one memorandum that falls under this public records request." However, Ms. Burnette-Snyder, improperly claimed that the memorandum could not be produced because of federal regulation, 49 C.F.R. 26.67(iv), which prohibits disclosure solely of "an individual's net worth statement or any document supporting the [net worth statement]", and not to memoranda drafted by GOAA's legal counsel. A copy of GOAA's January 31, 2008 response is attached as Exhibit F. Unbeknownst to NeJame, LaFay, Ms. Burnette-Snyder was referring to the Long Memo.

46. Upon receipt of GOAA's January 31, 2008 letter, NeJame, LaFay, on February 1, 2008, immediately informed GOAA of the inapplicability of federal regulation, 49 C.F.R. 26.67(iv). However, to avoid "splitting hairs" over the issue, NeJame, LaFay requested that a redacted copy of the memorandum be produced for inspection and copying as required by Section 119.07(1)(d) of the *Florida Statutes*. A copy of NeJame, LaFay's February 1, 2008 letter is attached Exhibit G.

47. GOAA, however, still refused to produce the memorandum. On February 12, 2008, some two (2) weeks after NeJame, LaFay's last letter to GOAA and Ms. Burnette-Snyder's improper claim that an exemption from disclosure applied, Ms. Burnette-Snyder amazingly further claimed (i) to "have never seen the memorandum . . . but was told one exists

and what the subject matter was” and (ii) that she would ask GOAA’s legal counsel (presumably the same legal counsel that told her about the memorandum and the improper exemption) to review the matter again. A copy of GOAA’s February 12, 2008 response is attached as Exhibit H.

48. Again without any response from GOAA after its February 12, 2008 letter, and in an attempt to get a copy of the admitted existing public record (i.e., the Long Memo) from GOAA, NeJame, LaFay filed suit against GOAA on March 19, 2008 under Florida’s Public Records Act (Orange County, Florida Case No.: 48-2008-CA-006025-O). As part of that action, NeJame, LaFay also sought to depose various GOAA representatives including, but not limited to, Mr. Long and Mr. Schmidt.

49. Even though GOAA was statutorily required to produce the Long Memo, GOAA, nevertheless, defended the NeJame, LaFay action and sought to prevent disclosure by falsely arguing that the Long Memo included, incorporated, and analyzed Mrs. Hojeij’s individual net worth and supporting documents. GOAA even went so far as to claim that there was no way to redact the alleged net worth information from the Long Memo. GOAA also improperly sought to prevent the taking of all depositions. GOAA further took the contradictory positions that even the Long Memo could not be disclosed because it was protected by the attorney-client privilege, GOAA, nevertheless, did not need to follow Mr. Long’s advice because he was not eligible to practice law at the time the Long Memo was prepared for GOAA.

50. On August 20, 2008, after an in camera inspection, Judge Hon. Reginald K. Whitehead in the state trial court ordered that GOAA produce the Long Memo to NeJame, LaFay. Judge Whitehead found that, contrary to GOAA’s assertion, the Long Memo was not a document supporting Mrs. Hojeij’s net worth, but was merely a document discussing her loan

request. In his August 20, 2008 Order, Judge Whitehead expressly found that “Ms. Hojeij’s application for DBE certification is not annexed to the [Legal Memorandum] nor are its contents quoted.” Judge Whitehead also ordered that the parties proceed with NeJame, LaFay’s requested depositions.

51. On or about August 26, 2008, GOAA appealed Judge Whitehead’s August 20, 2008 order and requested that Judge Whitehead enter a stay pending that review.

52. On September 3, 2008, Judge Whitehead stayed his August 20, 2008 Order pending review by Florida’s Fifth District Court of Appeal (the “5th DCA”).

53. In its appeal to the 5th DCA, GOAA once again falsely argued that the Long Memo included, incorporated, and analyzed Mrs. Hojeij’s individual net worth and supporting documents.

54. However, on February 13, 2009, a three-judge panel of the 5th DCA ruled against GOAA and ordered that the Long Memo be produced, excluding the attachment from Omni National Bank (i.e., Exhibit A attached to the Long Memo). Like Judge Whitehead, the 5th DCA found that the Long Memo was not a document supporting Mrs. Hojeij’s net worth, but was merely a document discussing her loan request. The 5th DCA expressly held that the Long Memo “is not ‘documentation supporting’ Ms. Hojeij’s worth”, but is instead a document that provides only “general analysis of whether Ms. Hojeij is entitled to deduct a loan request made to a bank from the calculation of her net [worth].” As for the attachment to the Long Memo, the 5th DCA ordered that the trial court conduct further proceedings to determine if the attachment is exempt from disclosure.

55. On March 24, 2009, Judge Hon. Stan Strickland, the new presiding state judge, held a hearing and conducted an in camera inspection of the attachment as ordered by the 5th

DCA. At the hearing, GOAA objected to the production of the attachment by falsely claiming that the attachment too included, incorporated, and analyzed Ms. Hojeij's individual net worth and supporting documents. However, like the conclusion reached with the Long Memo itself, the Judge Hon. Strickland concluded that the attachment was not a document supporting Ms. Hojeij's net worth, but was merely a document discussing her loan request.

56. The Long Memo with its attachment was finally produced to NeJame, LaFay on or about March 24, 2009. The attachment to the Long Memo is included in Exhibit A.

57. On August 3, 2009, NeJame, LaFay filed its motion to completely lift the stay order entered by Judge Whitehead on September 3, 2008. Judge Strickland heard the argument of counsel on November 19, 2009. Judge Strickland granted NeJame, LaFay's motion on November 25, 2009.

58. However, on December 17, 2009, GOAA filed yet another Motion for Protective Order citing its intent to appeal Judge Strickland's November 25, 2009 Order. GOAA also reargued in its Motion for Protective Order the same issues already rejected by Judge Strickland at the November 19, 2009 hearing.

59. In Judge Strickland's absence, GOAA's Motion for Protective Order was heard by Judge Hon. Frederick Lauten on December 21, 2009. In light of GOAA's representation at the hearing that an appeal was being sought by GOAA, Judge Lauten granted GOAA's Motion for Protective Order "pending further order of Judge Strickland."

60. On or about December 28, 2009, GOAA appealed Judge Strickland's November 25, 2009 Order and filed its Petition for Writ of Certiorari with the 5th DCA. GOAA's Petition consisted of the same rejected arguments presented to Judge Strickland at the November 19,

2009 hearing and in GOAA's Motion for Protective Order. On July 21, 2010, the 5th DCA denied GOAA's Petition.

61. On September 1, 2010, NeJame, LaFay moved to lift the stay order entered by Judge Lauten on December 21, 2009. Judge Strickland heard the argument of counsel on September 30, 2010. On October 4, 2010, Judge Strickland lifted Judge Lauten's December 21, 2009 [Stay] Order and permitted NeJame, LaFay to conduct the depositions of various GOAA representatives that had been sought for more than 2½ years.

62. On November 30, 2010, NeJame, LaFay deposed Mr. Long.

63. At his deposition, Mr. Long testified that the decertification of Hojeij Branded Foods, Inc. was critical to the outcome of who was awarded the \$300 million concession contract at Airside 3. Mr. Long testified:

MR. MOORE: How critical do you believe that the personal net worth issue [of Mrs. Hojeij] was to the outcome of this selection process?

A. I think it was very critical.

Long Dep. 112, ln. 15-18, attached as Exhibit I (Due to the voluminous nature of Mr. Long's deposition transcript, only pertinent portions thereof have been attached hereto).

64. Mr. Long further testified that he did not directly or indirectly work with Mr. Schmidt on the issue of decertifying Hojeij Branded Foods, Inc. See Long Dep. 75, ln. 4-8. Yet, according to Mr. Long, Mr. Schmidt attended the Hearing. See Long Dep. 45, ln. 25; 46, ln. 1-4.

65. Mr. Long further testified that derogatory comments were made by Mr. Schmidt about the Plaintiffs. Mr. Long testified:

MR. NeJAME: Did you ever hear [Mr. Schmidt] under the same circumstances comment that [the Maali Family] were in some way, shape, or form terrorists, or that they had terrorist ties and they would never get a contract with GOAA?

MR. WHITE: I'll object to the question. If he's asking you about a communication with Chris Schmidt, if [t]he answer [i]s no, you can answer. Otherwise, I'm instructing you not to answer.

THE WITNESS: I can't answer.

...

MR. WHITE: So I -- if you could, reask -- rephrase your question. I think what you're trying to get at is if there was a conversation that Mr. Long had with Mr. Schmidt, was there anyone else present?

MR. ZIELINSKI: True.

THE WITNESS: In reference to anything related to Nabbie, Hometown or Superior?

BY MR. ZIELINSKI: Superior, Maali, any of the entities involved -- any of the entities or persons involved in this process.

A. Any derogatory comments or things that may be perceived as derogatory?

Q. Yes, sir.

A. Okay. One time I remember -- it would have been -- I don't [know] if it happened at the airport or when it was, but --

MR. WHITE: Is there somebody else there?

THE WITNESS: No, no, no.

MR. WHITE: Okay. You can't go into it if it's just you and him talking.

THE WITNESS: Oh, okay.

Long Dep. 35, ln. 4-12; 96 ln-22-25; 91, ln. 1-19.

66. Mr. Long further testified, contrary to GOAA's assertions before and during the state trial court proceedings, that he [Mr. Long] was in fact licensed to practice law when the Long Memo was prepared for GOAA. In fact, GOAA paid Mr. Long's legal fee for preparing the Long Memo and asked Mr. Long to handle other legal matters on GOAA's behalf during the same time period that GOAA claimed it could not follow Mr. Long's legal advice given in the Long Memo because he was allegedly not licensed. Mr. Long testified:

MR. NeJAME: Okay. So if [GOAA] had represented that you were not -- that there was a gap period that you were unlicensed during that time, they would be incorrect to your knowledge?

MR. WHITE: Object to the form. Go ahead.

THE WITNESS: As of the date the [Long M]emo was prepared, we were fine.

BY MR. NeJAME: And you were paid for this?

A. Oh yeah.

Q. This being the [Long M]emo.

A. Yes.

Long Dep. 55, ln. 3-14.

MR. NeJAME: And, in fact, contemporaneous while you were working, while you were preparing [the Long Memo], GOAA was asking you to provide other legal services to them on other matters; is that correct?

MR. WHITE: Object to the extent it's calling for verbal communications. Those are privileged.

BY MR. NeJAME: Were you billing GOAA for other legal services contemporaneous --

A. Right.

Long Dep. 54, ln. 11-20.

67. Even though neither the Long Memo nor its existence had ever been disclosed to Plaintiffs and GOAA claimed in the state trial court proceedings that the Long Memo is protected by the attorney-client privilege, Mr. Long further testified that Mr. Pipitone approached him during GOAA's selection process to award the \$300 million concession contract at Airside 3 armed with GOAA "insider" knowledge about GOAA's on-going internal selection process and the Long Memo.

MR. MOORE: Okay. You ever give a copy of that memorandum to any media outlet?



A. No.

Q. Did you ever discuss the contents of the memo with anyone outside of GOAA officials or GOAA attorneys?

A. Not that I can remember. There was a time that Tony Pipitone showed up.

Q. And for the record, Tony Pipitone is a reporter for a local television channel?

A. Uh-huh, right.

Q. All right. Did you speak with Mr. Pipitone?

A. Yeah.

Q. Did he ask you specifically about Ms. Hojeij's personal net worth?

A. I don't know what he -- he was going to do it but he ended up -- at least he didn't end up doing the story or anything with me involved. But somehow he got my name and he showed up at my office one day.

Q. All right. Did he speak with you about Ms. Hojeij?

A. I think more so he was trying to find out about Nabbie.

Q. Okay. So the subject of Ms. Hojeij's personal net worth never came up?

A. No, he was asking about what was going on with the bidding process or something like that and he said something about -- I don't know if he had the memo or -- he said -- they had done an article in the paper about the thing with me not being with the bar, not doing the CLE credits. And somehow all of that, he said that. So he showed up and said somebody told him I played some kind of big role in this and he had seen the thing in the paper. And I can't -- and I just remembered this because you brought it up, but I can't remember exactly what we talked about. But it was kind of like this and he seemed like he was privy to this but I didn't give it to him.

Q. Okay. So is it your recollection as you sit here today that he had some knowledge of the memorandum that you have in front of you?

A. Well, he had some knowledge that I recommended that they not -- that they decertify. He asked me about what was the process and I talked in hypotheticals. Like, for example, he was asking, was it normal that once somebody did a sworn affidavit for you to allow people to give additional information, so it was kind of like that.

Q. And did you ever disclose to him what the numbers were -- the relevant numbers in your memorandum? For example, the \$450,000 difference?

A. No, I don't remember that. If it was, I was just dealing with the \$750,000, whether you were over or above it, but nothing specific about her. I don't even know if her name came up. It was more so about Nabbie, Convention Center, all of this. And I think the context of this story was following-up surrounding Nabbie and all this stuff, from what I can remember.

Long Dep. 114, ln. 9-25; 115; 116, ln. 1-13.

68. Mr. Long further testified that Mr. Pipitone shared with him various derogatory comments made about the Plaintiffs during GOAA's selection process to award the \$300 million concession contract at Airside 3. Mr. Long testified:

BY MR. ZIELINSKI: . . . Did Mr. Pipitone in your discussions with him mention that there were negative statements made about Mr. Nabbie or any of his entities that we've talked about today?

A. Yeah.

Q. What were the statements that Mr. Pipitone shared with you?

A. About hiring illegal aliens, about issues with Homeland Security.

Q. Who specifically was he talking about?

A. Either Nabbie, Superior Homeland, whatever he was doing.

Q. And did Mr. Pipitone mention Mr. Maali at all in those discussions?

A. Maybe.

Q. Or the Maali family?

A. Maybe.

Q. Do you recall any of what was said about the Maali family?

A. About Homeland Security issues, about hiring illegal aliens or undocumented workers.

Q. And who provided, if you know, the information to Mr. Pipitone?

A. I have no idea. I just remember getting a phone call from him and he was going to show up anyway. He said, can I come by and talk to you? And he came by.

Q. Do you know anything about any relationship that Chris Schmidt may have with Mr. Pipitone?

A. No. I just know that Chris used to work in news media, so I don't know if they had a relationship.

Q. Okay.

A. You know, I think he did. Somehow his name did come up in the conversation but I don't know how.

Q. Okay. But you don't recall the nature of how his name came up?

A. I don't know if they were friends, but they knew -- known each other. The name -- now that you bring it up, Chris Schmidt's name did come up with Tony Pipitone.

Q. Okay. Was it in regards to these statements?

A. It was in regards to the airport. I don't know if it was specifically -- he didn't attribute them to Chris, I don't think. But the gist of what he was trying to -- at least what he told me was he was looking at what was going on at the airport or things that were going on with concessions and about how they chose people and he thought I got caught up in the middle of this whole thing with this Hojeij thing.

Long Dep. 118, ln. 12-25; 119; 120, ln. 1-13.

69. Mr. Long further testified that he provided legal advice and counsel to GOAA for more than fourteen (14) years beginning in 1994 until 2008. *See* Long Dep. 8, ln 16-23; 16, ln. 3-5. GOAA, however, abruptly terminated Mr. Long's legal services contract after NeJame, LaFay's public records request and lawsuit were filed in early 2008.

70. Plaintiffs are the victims of various civil rights deprivations committed during Defendants' bid procurement and award process for the \$300 million concession contract. Defendants acted arbitrarily, capriciously and irrationally and illegally discriminated against

Plaintiffs because of Plaintiffs' race, color, national origin and religion. As a result, Areas/Hojeij, JV was improperly awarded the \$300 million concession contract for Airside 3. In addition, Defendants' conduct amounts to no less than intentional misconduct or gross negligence subjecting Defendants to liability for punitive damages.

**COUNT I – FEDERAL INVERSE CONDEMNATION CLAIM**  
**(All Plaintiffs vs. GOAA, City)**

71. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 thru 70 above.

72. Amendments V and XIV of the U.S. Constitution prohibit the states from depriving any person of life, liberty or property, without due process of law.

73. Amendment XIV of the U.S. Constitution further prohibits the states from taking private property for public use without just compensation.

74. Defendants' action of awarding Areas/Hojeij, JV the \$300 million concession contract for Airside 3 based on Defendants' discrimination against Plaintiffs because of Plaintiffs' race, color, national origin and religion constitutes a taking of Plaintiffs' personal property including, but not limited to, their memberships interests in OHC and MCO.

75. The award of the \$300 million concession contract to Areas/Hojeij, JV for Airside 3 was in furtherance of a public purpose including, but not limited to, expanding Defendants' operational and service capacity to members of the general public traveling on international and national flights arriving to and departing from the Airport.

76. Defendants' improper action has permanently deprived Plaintiffs of all or substantially all beneficial use of and value in Plaintiffs' personal property interests including, but not limited to, their memberships interests in OHC and MCO.

77. Defendants have not compensated Plaintiffs for the taking.

78. In addition, Defendants have denied Plaintiffs procedural due process of law.

79. Defendants have violated Amendments V and XIV, section 1, of the U.S. Constitution, and Defendants' policies, regulations and ordinances by acting arbitrarily, irrationally, and with improper motive during Defendants' bid procurement and award process for the \$300 million concession contract. In addition, Defendants failed to each obtain resolutions authorizing Defendants' exercise of eminent domain as required by Orlando City Ordinance. *See* Orlando, Fla., Ordinance ch. 16, § 16.

WHEREFORE, Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, respectfully request that the Court grant them the following relief against Defendants, GREATER ORLANDO AVIATION AUTHORITY, an agency of the City of Orlando, and CITY OF ORLANDO, a municipal corporation in Orange County, Florida:

- a. An Order declaring that a taking of Plaintiffs' personal property has occurred.
- b. Judgment awarding Plaintiffs just compensation for the property taken.
- c. An award of pre-judgment interest, attorneys' fees, and costs incurred in connection with this case; and
- d. Such other relief as the Court deems just and proper.

**COUNT II – FLORIDA INVERSE CONDEMNATION CLAIM**  
**(All Plaintiffs vs. GOAA, City)**

80. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 thru 70 above.

81. Article X, section 6(a), of the Florida Constitution provides that “[n]o private property shall be taken except for a public purpose and with full compensation therefor paid to each owner.” Further, on or after January 2, 2007, private property shall not be taken by eminent domain and conveyed to a natural person or private entity except as provided by general law passed by a three-fifths vote of the membership of each house of the Legislature. *See* Art. X, § 6(b), Fla. Const.

82. Defendants’ action of awarding Areas/Hojeij, JV, and not Plaintiffs, the \$300 million concession contract for Airside 3 based on Defendants’ discrimination against Plaintiffs because of Plaintiffs’ race, color, national origin and religion constitutes a taking of Plaintiffs’ personal property including, but not limited to, their memberships interests in OHC and MCO.

83. Defendants improperly awarded the \$300 million concession contract to Areas/Hojeij, JV, a private entity, without a three-fifths vote of the membership of each house of the Legislature.

84. The award of the \$300 million concession contract to Areas/Hojeij, JV for Airside 3 was in furtherance of a public purpose including, but not limited to, expanding Defendants’ operational and service capacity to members of the general public traveling on international and national flights arriving to and departing from the Airport.

85. Defendants’ improper action has permanently deprived Plaintiffs of all or substantially all beneficial use of and value in Plaintiffs’ personal property interests including, but not limited to, their memberships interests in OHC and MCO.

86. Defendants have not compensated Plaintiffs for the taking.

WHEREFORE, Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, respectfully request that the Court grant them the following relief against Defendants, GREATER ORLANDO AVIATION AUTHORITY, an agency of the City of Orlando, and CITY OF ORLANDO, a municipal corporation in Orange County, Florida:

- a. An Order declaring that a taking of Plaintiffs' personal property has occurred.
- b. Judgment awarding Plaintiffs full compensation for the property taken.
- c. An award of pre-judgment interest, attorneys' fees, and costs incurred in connection with this case; and.
- d. Such other relief as the Court deems just and proper.

**COUNT III – FEDERAL EQUAL PROTECTION CLAIM**  
**(All Plaintiffs vs. GOAA, City)**

87. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 thru 70 above.

88. Amendment XIV, section 1, of the U.S. Constitution prohibits the states from denying any person equal protection of the law.

89. Federal law further provides that “[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. § 2000d (2010).

90. Defendants awarded Areas/Hojeij, JV the \$300 million concession contract for Airside 3 based on Defendants' discrimination against Plaintiffs because of Plaintiffs' race, color, national origin and religion.

91. Defendants have denied Plaintiffs equal protection of the law.

92. Plaintiffs have been excluded from participation in, denied the benefits of, and been subjected to discrimination on the basis of Plaintiffs' race, color, and national origin in connection with the Airside 3 project, which received federal financial assistance.

93. Defendants have also violated Amendment XIV, section 1, of the U.S. Constitution, federal statutory law, and Defendants' policies, regulations and ordinances by unequally applying the law. Defendants willfully and in bad faith treated Plaintiffs differently than the other bidders.

94. As a direct result, Defendants have caused Plaintiffs to suffer substantial damages.

WHEREFORE, Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, respectfully request that the Court grant them the following relief against Defendants, GREATER ORLANDO AVIATION AUTHORITY, an agency of the City of Orlando, and CITY OF ORLANDO, a municipal corporation in Orange County, Florida:



- a. Judgment for compensatory damages, consequential damages (including, but not limited to, lost profits, lost business opportunities and reputation), punitive damages.
- b. An award of pre-judgment interest, attorneys' fees, and costs incurred in connection with this case; and
- c. Such other relief as the Court deems just and proper.

**COUNT IV – FLORIDA EQUAL PROTECTION CLAIM**  
**(All Plaintiffs vs. GOAA, City)**

95. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 thru 70 above.

96. Article 1, section 2, of the Florida Constitution provides that “[a]ll natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property . . . . No person shall be deprived of any right because of race, religion, national origin, or physical disability.”

97. Defendants awarded Areas/Hojeij, JV the \$300 million concession contract for Airside 3 based on Defendants' discrimination against Plaintiffs because of Plaintiffs' race, national origin and religion.

98. Defendants have denied Plaintiffs equal protection of the law.

99. Defendants have violated Article 1, section 2, of the Florida Constitution and Defendants' policies, regulations and ordinances by unequally applying the law. Defendants willfully and in bad faith treated Plaintiffs differently than the other bidders.

100. As a direct result, Defendants have caused Plaintiffs to suffer substantial damages.

WHEREFORE, Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, respectfully request that the Court grant them the following relief against Defendants, GREATER ORLANDO AVIATION AUTHORITY, an agency of the City of Orlando, and CITY OF ORLANDO, a municipal corporation in Orange County, Florida:

- a. Judgment for compensatory damages, consequential damages (including, but not limited to, lost profits, lost business opportunities and reputation), punitive damages.
- b. An award of pre-judgment interest, attorneys' fees, and costs incurred in connection with this case; and
- c. Such other relief as the Court deems just and proper.

**COUNT V – FEDERAL SUBSTANTIVE DUE PROCESS CLAIM**  
**(All Plaintiffs vs. GOAA, City)**

101. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 thru 70 above.

102. Amendments V and XIV, section 1, of the U.S. Constitution prohibits the states from making laws respecting the establishment of religion or prohibiting the free exercise thereof.

103. Amendment XIV, section 1, of the U.S. Constitution prohibits the states from denying any person life, liberty or property without due process of law.

104. Federal law further provides that “[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. § 2000d (2010).

105. Article 1, section 2, of the Florida Constitution provides that “[a]ll natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property . . . . No person shall be deprived of any right because of race, religion, national origin, or physical disability.”

106. Defendants awarded Areas/Hojeij, JV the \$300 million concession contract for Airside 3 based on Defendants’ discrimination against Plaintiffs because of Plaintiffs’ race, color, national origin and religion.

107. Defendants have denied Plaintiffs substantive due process of law.

108. Defendants’ discrimination against Plaintiffs based on religion also had the effect of establishing Defendant’s preference for one or more religions over Plaintiffs’ religion and Defendants’ desire to prohibit Plaintiffs’ free exercise of their religion.

109. Plaintiffs have also been excluded from participation in, denied the benefits of, and been subjected to discrimination on the basis of Plaintiffs’ race, color, and national origin in connection with the Airside 3 project, which received federal financial assistance.

110. Defendants have also violated Amendment XIV, section 1, of the U.S. Constitution, Article 1, section 2, of the Florida Constitution, federal statutory law, and Defendants’ policies, regulations and ordinances by denying Plaintiffs’ rights to liberty and

property including, but not limited to, the pursuit of happiness, reward for industry, acquisition, possession, and protection of property, reputation, and association.

111. As a direct result, Defendants have caused Plaintiffs to suffer substantial damages.

WHEREFORE, Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, respectfully request that the Court grant them the following relief against Defendants, GREATER ORLANDO AVIATION AUTHORITY, an agency of the City of Orlando, and CITY OF ORLANDO, a municipal corporation in Orange County, Florida:

- a. Judgment for compensatory damages, consequential damages (including, but not limited to, lost profits, lost business opportunities and reputation), punitive damages.
- b. An award of pre-judgment interest, attorneys' fees, and costs incurred in connection with this case; and
- c. Such other relief as the Court deems just and proper.

**COUNT VI – FLORIDA SUBSTANTIVE DUE PROCESS CLAIM**  
**(All Plaintiffs vs. GOAA, City)**

112. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 thru 70 above.

113. Article 1, section 9, of the Florida Constitution provides that “[n]o person shall be deprived of life, liberty or property without due process of law.”

114. Article 1, section 2, of the Florida Constitution further provides that “[a]ll natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property . . . . No person shall be deprived of any right because of race, religion, national origin, or physical disability.”

115. Defendants awarded Areas/Hojeij, JV the \$300 million concession contract for Airside 3 based on Defendants’ discrimination against Plaintiffs because of Plaintiffs’ race, national origin and religion.

116. Defendants have denied Plaintiffs substantive due process of law.

117. Defendants have violated Article 1, section 2, of the Florida Constitution and Defendants’ policies, regulations and ordinances by denying Plaintiffs’ rights to liberty and property including, but not limited to, freedom of religion, the pursuit of happiness, reward for industry, acquisition, possession, and protection of property, reputation, and association.

118. As a direct result, Defendants have caused Plaintiffs to suffer substantial damages.

WHEREFORE, Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, respectfully request that the

Court grant them the following relief against Defendants, GREATER ORLANDO AVIATION AUTHORITY, an agency of the City of Orlando, and CITY OF ORLANDO, a municipal corporation in Orange County, Florida:

- a. Judgment for compensatory damages, consequential damages (including, but not limited to, lost profits, lost business opportunities and reputation), punitive damages.
- b. An award of pre-judgment interest, attorneys' fees, and costs incurred in connection with this case; and
- c. Such other relief as the Court deems just and proper.

**COUNT VII – FEDERAL PROCEDURAL DUE PROCESS CLAIM**  
**(All Plaintiffs vs. GOAA, City)**

119. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 thru 70 above.

120. Amendment XIV, section 1, of the U.S. Constitution prohibits the states from denying any person life, liberty or property without due process of law.

121. Federal law further provides that “[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. § 2000d (2010).

122. Article 1, section 2, of the Florida Constitution provides that “[a]ll natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property . . . . No person shall be deprived of any right because of race, religion, national origin, or physical disability.”

123. Defendants awarded Areas/Hojeij, JV the \$300 million concession contract for Airside 3 based on Defendants' discrimination against Plaintiffs because of Plaintiffs' race, color, national origin and religion.

124. Defendants have denied Plaintiffs procedural due process of law.

125. Plaintiffs have been excluded from participation in, denied the benefits of, and been subjected to discrimination on the basis of Plaintiffs' race, color, and national origin in connection with the Airside 3 project, which received federal financial assistance.

126. Defendants have also violated Amendment XIV, section 1, of the U.S. Constitution, Article 1, section 2, of the Florida Constitution, federal statutory law, and Defendants' policies, regulations and ordinances by acting arbitrarily, irrationally, and with improper motive during Defendants' bid procurement and award process for the \$300 million concession contract. In addition, Defendants failed to each obtain resolutions authorizing Defendants' exercise of eminent domain as required by Orlando City Ordinance. *See* Orlando, Fla., Ordinance ch. 16, § 16.

127. As a direct result, Defendants have caused Plaintiffs to suffer substantial damages.

WHEREFORE, Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, respectfully request that the Court grant them the following relief against Defendants, GREATER ORLANDO AVIATION

AUTHORITY, an agency of the City of Orlando, and CITY OF ORLANDO, a municipal corporation in Orange County, Florida:

- a. Judgment for compensatory damages, consequential damages (including, but not limited to, lost profits, lost business opportunities and reputation), and punitive damages.
- b. An award of pre-judgment interest, attorneys' fees, and costs incurred in connection with this case; and
- c. Such other relief as the Court deems just and proper.

**COUNT VIII – FLORIDA PROCEDURAL DUE PROCESS CLAIM**  
**(All Plaintiffs vs. GOAA, City)**

128. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 thru 70 above.

129. Article 1, section 9, of the Florida Constitution provides that “[n]o person shall be deprived of life, liberty or property without due process of law.”

130. Article 1, section 2, of the Florida Constitution further provides that “[a]ll natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property . . . . No person shall be deprived of any right because of race, religion, national origin, or physical disability.”

131. Defendants awarded Areas/Hojeij, JV the \$300 million concession contract for Airside 3 based on Defendants' discrimination against Plaintiffs because of Plaintiffs' race, national origin and religion.

132. Defendants have denied Plaintiffs procedural due process of law.



133. Defendants have violated Article 1, section 2, of the Florida Constitution and Defendants' policies, regulations and ordinances by acting arbitrarily, irrationally, and with improper motive during Defendants' bid procurement and award process for the \$300 million concession contract. In addition, Defendants failed to each obtain resolutions authorizing Defendants' exercise of eminent domain as required by Orlando City Ordinance. *See* Orlando, Fla., Ordinance ch. 16, § 16.

134. As a direct result, Defendants have caused Plaintiffs to suffer substantial damages.

WHEREFORE, Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, respectfully request that the Court grant them the following relief against Defendants, GREATER ORLANDO AVIATION AUTHORITY, an agency of the City of Orlando, and CITY OF ORLANDO, a municipal corporation in Orange County, Florida:

- a. Judgment for compensatory damages, consequential damages (including, but not limited to, lost profits, lost business opportunities and reputation), and punitive damages.
- b. An award of pre-judgment interest, attorneys' fees, and costs incurred in connection with this case; and
- c. Such other relief as the Court deems just and proper.

**COUNT IX – § 1983 CLAIM**  
**(All Plaintiffs vs. All Defendants)**

135. Plaintiffs reallege and incorporate the allegations set forth in paragraphs 1 thru 70 above.

136. Amendment XIV, section 1, of the U.S. Constitution prohibits the states from making or enforcing any law that abridges the privileges and immunities of citizens of the United States.

137. Federal law further provides that “[e]very person who, under color of any statute, ordinance, regulation, custom, or usage, of any State . . . subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.” 42 U.S.C. § 1983 (2010).

138. Article 1, section 2, of the Florida Constitution provides that “[a]ll natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property . . . . No person shall be deprived of any right because of race, religion, national origin, or physical disability.”

139. Defendants willfully and in bad faith awarded Areas/Hojeij, JV the \$300 million concession contract for Airside 3 based on Defendants’ discrimination against Plaintiffs because of Plaintiffs’ race, color, national origin and religion.

140. Defendants did this by purporting to act in accordance with and in furtherance of Defendants’ policies, regulations and ordinances. In other words, Defendants purported to act under color of state law.

141. Defendants, however, violated Amendment XIV, section 1, of the U.S. Constitution, Article 1, section 2, of the Florida Constitution, federal statutory law, and Defendants' policies, regulations and ordinances by denying Plaintiffs' their constitutionally protected rights and privileges on the basis of Plaintiffs' race, color, national origin and religion in connection with Defendants' bid procurement and award process for the \$300 million concession contract.

142. Defendants denied Plaintiffs equal protection of the law, substantive due process and procedural due process of law.

143. Defendants willfully and in bad faith treated Plaintiffs differently than the other bidders.

144. Defendants denied Plaintiffs' rights to liberty and property including, but not limited to, freedom of religion, the pursuit of happiness, reward for industry, acquisition, possession, and protection of property, reputation, and association.

145. Defendants acted arbitrarily, irrationally, and with improper motive during Defendants' bid procurement and award process for the \$300 million concession contract. In addition, Defendants failed to each obtain resolutions authorizing Defendants' exercise of eminent domain as required by Orlando City Ordinance. *See* Orlando, Fla., Ordinance ch. 16, § 16.

146. As a direct result, Defendants have caused Plaintiffs to suffer substantial damages. Plaintiffs have no adequate state remedy.

WHEREFORE, Plaintiffs, MCO AIRPORT CONCESSIONS, LLC, a Florida limited liability company, ORLANDO AIRSIDE INVESTMENTS, LLC, a Florida limited liability company, SUPERIOR HOSPITALITY MANAGEMENT, LLC, a Florida limited liability

company, TYRONE W. NABBIE, an individual, BASSEL MAALI, an individual, CHAD MAALI, an individual, JIHAD MAALI, an individual, MANAR MAALI, an individual, SAAD MAALI, an individual, and RANDA MAALI-ITANI, an individual, respectfully request that the Court grant them the following relief against Defendants, GREATER ORLANDO AVIATION AUTHORITY, an agency of the City of Orlando, CITY OF ORLANDO, a municipal corporation in Orange County, Florida, STEVE GARDNER, as the former Executive Director of GOAA, and CHRIS SCHMIDT, as the former Deputy Executive Director of GOAA:

- a. Judgment for compensatory damages, consequential damages (including, but not limited to, lost profits, lost business opportunities and reputation), and punitive damages.
- b. An award of pre-judgment interest, attorneys' fees, and costs incurred in connection with this case; and
- c. Such other relief as the Court deems just and proper.

**DEMAND FOR TRIAL BY JURY**

Demand is hereby made for trial by jury for all issues so triable.

DATED this 3rd day of May, 2011.

Respectfully submitted,

/s/ John W. Zielinski  
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