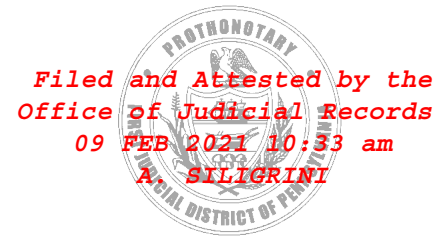


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 WINEBRAKE & SANTILLO, LLC
 715 Twining Road, Suite 211
 Dresher, PA 19025
 Phone: (215) 884-2491



Plaintiff's Counsel

	:	
LAKISHA KUMEDZRO and NICOLE MARTIN,	:	PHILADELPHIA COUNTY
	:	COURT OF COMMON PLEAS
Plaintiffs,	:	
v.	:	CLASS ACTION
	:	
RED LION HOME CARE, INC.,	:	JURY TRIAL DEMANDED
	:	
Defendant.	:	
	:	

COMPLAINT -- CLASS ACTION
10 — Contract: Other

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
 Lawyer Referral and Information Service
 1101 Market Street, 11th Floor
 Philadelphia, Pennsylvania 19107
 (215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notification. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defenses o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notification. Ademas, la corte puede decidira favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATA-MENTE SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASSOCIACION DE LICENCIADOS DE
 FILADELFIA
 Servicio De Referencia E Informacion Legal
 1101 Market Street, 11th Floor
 Filadelfia, Pennsylvania 19107
 (215) 238-1701

Plaintiff Lakisha Kumedzro (“Kumedzro”) and Nicole Martin (“Martin”) (collectively “Plaintiffs”) bring this class action lawsuit against Defendant Red Lion Home Care, Inc. (“Defendant”), seeking all available relief under the Pennsylvania Minimum Wage Act (“PMWA”), 43 P.S. §§ 333.101, et seq. and the Pennsylvania Wage Payment and Collection Law (“PWPCCL”), 43 P.S. §§ 260.1, et seq.

PARTIES

1. Kumedzro is an individual who resides at 235 East Valley Road, Coatesville, Pennsylvania.
2. Martin is an individual who resides at 221 Union Avenue, Coatesville, Pennsylvania
3. Defendant is a corporation registered to do business in the Commonwealth of Pennsylvania.
4. At all relevant times to this action, Defendant “employed” and was an “employer” of Plaintiffs and the putative class as defined by the PMWA at 43 P.S. § 333.103 (f), (g), (h), and the PWPCCL at 43 P.S. § 260.2a.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over Defendant.
6. Venue in this Court is proper because, inter alia, Defendant regularly conducts business in Philadelphia County by employing home care workers to work at the homes of Defendant’s clients who are residents of Philadelphia County and are located within Philadelphia County.

FACTS

7. Defendant is in the business of providing, inter alia, homecare and

companionship services to clients throughout eastern Pennsylvania, including within Philadelphia County.

8. Defendant employs individuals as Caregivers who are paid on an hourly basis and provide homecare and companionship services to Defendant's clients in the client's homes.

9. Kumedzro was employed by Defendant as a Caregiver from approximately April 2019 until approximately November 2019.

10. Martin was employed by Defendant as a Caregiver from approximately November 2019 until approximately May 2020.

11. At the time of hire, Defendant promised Plaintiffs and other Caregivers that they would be paid a particular hourly rate in addition to overtime premium pay for hours worked over 40 in a week. For example, Defendant promised Plaintiffs that their regular rate would be \$13.00 per hour and Plaintiffs each accepted the job of Caregiver for Defendant in reliance on this promise.

12. The PMWA entitles employees to compensation for all hours worked, see id., including overtime compensation "not less than one and one-half times the employe[e]'s regular rate" for all hours worked over 40 hours in a 7-day workweek, see 43 P.S. § 333.104(c). This entitlement extends to Plaintiffs and other Caregivers. See Bayada Nurses, Inc. v. Commonwealth, 8 A.2d 866 (Pa. 2010); Grajales v. Safe Haven Quality Care, LLC, 2013 Pa. Dist. & Cnty. Dec. LEXIS 128 (Dauphin Cty. Com. Pl. Sept. 5, 2013).

13. However, Defendant possesses a company-wide practice of seeking to avoid the financial consequences of the PMWA's overtime premium wage protections by

failing to pay Plaintiffs and other Caregivers the promised hourly rate and overtime premium compensation based on that promised rate for hours worked over 40 in a week.

14. For example, during the week ending July 13, 2019, Defendant paid Kumedzro an hourly rate of \$13.00 for 22.5 hours. See Exhibit A. However, for the weeks immediately prior (ending July 6, 2019) and immediately after (ending July 20, 2019) the week ending July 13, 2019, Defendant failed to pay Plaintiff her agreed to hourly rate and overtime premium compensation on that rate. Instead, Defendant only paid Kumedzro an hourly rate of \$11.12/hr. and \$10.95/hr. for the first 40 hours she was credited with working those weeks, and then a rate of \$16.68/hr. and \$16.42/hr. for her overtime hours. See Exhibits B-C. Under the PMWA, Defendant was required to pay Kumedzro \$13.00/hr. for all time worked up to 40 hours in those weeks and \$19.50/hr. for her overtime work.

15. As alleged in Counts I and II below, this policy demonstrates a willful and reckless disregard of clearly applicable PMWA and PWPCCL provisions.

CLASS ACTION ALLEGATIONS

16. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all individuals who, during any time within the past three years, were employed by Defendant in Pennsylvania as Caregivers.

17. This action is properly maintained as a class action pursuant to Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709.

18. The class is so numerous that joinder of all individual members is impracticable.

19. Defendant's conduct with respect to Plaintiffs and the class raises

questions of law and fact that are common to the entire class.

20. Plaintiffs' claims and Defendant's anticipated defenses are typical of the claims or defenses applicable to the entire class.

21. Plaintiffs' interests in pursuing this lawsuit are aligned with the interests of the entire class.

22. Plaintiffs will fairly and adequately protect class members' interests because they and their experienced and well-financed counsel are free of any conflicts of interest and are prepared to vigorously litigate this action on behalf of the entire class.

23. A class action provides the fairest and most efficient method for adjudicating the legal claims of all class members.

COUNT I

24. All previous paragraphs are incorporated as though fully set forth herein.

25. Defendant is an employer covered by the PMWA's overtime pay mandate, and Plaintiffs and the class members are employees entitled to the PMWA's protections.

26. The PMWA requires Defendant to pay Plaintiffs and other class members for all hours worked, see 34 Pa. Code § 231.1, including overtime premium compensation "not less than one and one-half times the employe[e]'s regular rate" for all hours worked over 40 per week, see 43 P.S. § 333.104(c).

27. Defendant violated the PMWA by failing to pay Plaintiffs and other class members full overtime premium compensation equal to one and one-half times their regular rate.

COUNT II

28. The PWPCCL provides Plaintiffs and other class members with an

“additional statutory remedy when the employer breaches a contractual obligation to pay earned wages.” Weldon v. Kraft, Inc., 896 F.2d 793, 801 (3d Cir. 1990).

29. Defendant violated the PWPCL by breaching the agreement with Plaintiffs and other class members by: (i) failing to pay them the agreed to regular hourly rate for all hours worked; and (ii) failing to pay them full overtime premium pay on the agreed to regular hourly rate when they worked over 40 hours in a week.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the class, seek the following relief:

- A. Unpaid wages to the fullest extent permitted under the law;
- B. Liquidated damages to the fullest extent permitted under the law;
- C. Prejudgment interest to the fullest extent permitted under the law;
- D. Litigation costs, expenses, and attorney’s fees to the fullest extent permitted under the law; and
- E. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands a jury trial as to all claims so triable.

Date: February 9, 2021



Peter Winebrake (PA Attorney No. 80496)
R. Andrew Santillo (PA Attorney No. 93041)
Mark J. Gottesfeld (PA Attorney No. 307752)
Winebrake & Santillo, LLC
715 Twining Road, Suite 211
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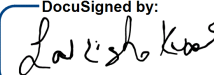
For Plaintiffs and the Putative Class

VERIFICATION

I, Lakisha Kumedzro, hereby state:

1. I am a plaintiff in this action;
2. I verify that the statements made in the attached Complaint are true and correct to the best of my knowledge information and belief; and
3. I understand that these statements are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 2/4/2021

DocuSigned by:

AAC85A4B65FA4F4...
Signature

VERIFICATION

I, _____, hereby state:

1. I am a plaintiff in this action;
2. I verify that the statements made in the attached Complaint are true and correct to the best of my knowledge information and belief; and
3. I understand that these statements are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: _____

Signature

Exhibit A

Personal Earning Statement



Red Lion Home Care Inc
 32 Parking Plaza Ste 402
 Ardmore, PA 19003
 (267) 571-5570

Empl# 1641 SS# [REDACTED] Department 139 Clock No. [REDACTED]

LAKISHA KUMEDZRO
 [REDACTED]

Pay Period: From: 07/07/2019 To: 07/13/2019
 Pay Date: 07/19/2019 Check No. 99871978

Earnings	Memo	Date	Time In	Time Out	Hours	Rate	Amount
Regular					22.50	13.00	292.50
Total Current Hours					22.50	Total Current Amount	
							\$292.50
Total Hours	22.50	Total Amount	292.50	Total YTD Hours	498.95	Total YTD Amount	\$6,532.85
Taxes	Exemptions	Additional	Amount	YTD			
Social Sec.			18.14	405.04			
LWR Merion LST	Standard - 0		1.00	7.00			
Medicare			4.24	94.73			
Federal	Married - 6		0.00	200.39			
PA State	Married - 6		8.98	200.57			
LOWER MERION	Single - 0		2.93	65.33			
TW			0.18	3.91			
PA SUI EE							
Total Taxes			35.47	976.97			
Net Pay							\$257.03

THIS IS NOT A CHECK

THIS IS A PREPAID CHECK

Exhibit B

Personal Earning Statement



Red Lion Home Care Inc
 32 Parking Plaza Ste 402
 Ardmore, PA 19003
 (267) 571-5570

Empl# 1641 SS# [REDACTED] Department 1139 Clock No.

LAKISHA KUMEDZRO

Pay Period: From: 06/30/2019 To: 07/06/2019
 Pay Date: 07/12/2019 Check No. 99873717

Earnings	Memo	Date	Time In	Time Out	Hours	Rate	Amount
Regular					40.00	11.12	444.80
Overtime					20.45	16.68	341.11
Holiday						11.12	32.00
Total Current Hours					60.45	Total Current Amount	\$817.91

Total Hours	60.45	Total Amount	817.91	Total YTD Hours	476.45	Total YTD Amount	\$6,240.35
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Taxes	Exemptions	Additional	Amount	YTD
Social Sec.			50.71	386.90
LWR Merion LST	Standard - 0		1.00	6.00
Medicare			11.86	90.49
Federal	Married - 6		10.64	200.39
PA State	Married - 6		25.11	191.59
LOWER MERION	Single - 0		8.18	62.40
TW			0.49	3.73
PA SUI EE				
Total Taxes			107.99	941.50

Net Pay **\$709.92**

THIS IS NOT A CHECK

THIS IS A PREPAID CHECK

Exhibit C

Personal Earning Statement



Red Lion Home Care Inc
 32 Parking Plaza Ste 402
 Ardmore, PA 19003
 (267) 571-5570

Empl# 1641 SS# [REDACTED] Department 1139 Clock No.

LAKISHA KUMEDZRO

Pay Period: From: 07/14/2019 To: 07/20/2019
 Pay Date: 07/26/2019 Check No. 99870231

Earnings	Memo	Date	Time In	Time Out	Hours	Rate	Amount	
Regular					40.00	10.95	438.00	
Overtime					24.00	16.42	394.20	
					Total Current Hours	64.00	Total Current Amount	\$832.20
Total Hours	64.00	Total Amount	832.20	Total YTD Hours	562.95	Total YTD Amount	\$7,365.05	
Taxes	Exemptions	Additional	Amount	YTD				
Social Sec.			51.60	456.64				
LWR Merion LST	Standard - 0		1.00	8.00				
Medicare			12.07	106.80				
Federal	Married - 6		12.07	212.46				
PA State	Married - 6		25.55	226.12				
LOWER MERION	Single - 0		8.32	73.65				
TW			0.50	4.41				
PA SUI EE								
Total Taxes			111.11	1,088.08				
Net Pay				\$721.09				

THIS IS NOT A CHECK
THIS IS A PREPAID CHECK

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ex-Workers Claim Pennsylvania Home Care Company Reduced Wages to Cut Down Overtime Pay](#)
