

IN THE COURT OF COMMON PLEAS OF ALLEGHENY, PENNSYLVANIA

ROCHELLE SPRATLEY,
811 Inwood Street
Pittsburgh, PA 15208

Plaintiff,

v.

**QUEST HEALTHCARE
DEVELOPMENT, INC.**
2030 Ader Road
Jeannette, PA 15644

- and -

**WILLIAM PENN HEALTH CARE
ASSOCAITES, LP,**
2030 Ader Road
Jeannette PA, 15644

Defendants.

)
) CIVIL DIVISION

)
) CASE NO.: GD-22- 11528

)
) CODE

)
) CLASS ACTION COMPLAINT

)
) JURY TRIAL DEMANDED

)
) Filed on behalf of:
) Rochelle Spratley, plaintiff.

)
) COUNSEL OF RECORD FOR THIS
) PARTY:

)
) David M. Kobylinski, Esquire
) Pa. ID No.: 92233

)
) Peter T. Kobylinski, Esquire
) Pa. ID No.: 309832

)
) PRAETORIAN LAW GROUP, LLC
) 515 Court Place, Ste 4
) Pittsburgh, PA 15219
) (412) 281-6600

FILED

2022 SEP 15 AM 9:57

SEPT. OF COURT RECORDS
CIVIL FAMILY DIVISION
ALLEGHENY COUNTY PA

IN THE COURT OF COMMON PLEAS OF ALLEGHENY, PENNSYLVANIA

ROCHELLE SPRATLEY , on behalf of)	CIVIL DIVISION
herself and others similarly situated)	
persons,)	CASE NO.: GD-22-_____
)	
Plaintiff,)	CODE
)	
v.)	
)	JURY TRIAL DEMANDED
QUEST HEALTHCARE)	
DEVELOPMENT, INC. and WILLIAM)	
PENN HEALTH CARE ASSOCAITES,)	

Defendants.

CLASS ACTION COMPLAINT

Plaintiff Rochelle Spratley, on behalf of herself and others similarly situated, sues defendants Quest Healthcare Development, Inc. and William Penn Health Care Associates and states as follows:

I. PRELIMINARY STATEMENT

1. Defendants operate a nursing home for which they employ a wide variety of nurses and nursing assistants. Defendants have engaged in a scheme of false advertising and categorical underpayment of their "Weekend Warrior" nursing staff.

2. In order to fulfill their nursing staff requirements, defendants advertise and promote a "Weekend Warrior" program, typically with ads that provide:

**WE ARE ALSO OFFERING OUR WEEKEND WARRIOR PROGRAM -
WORK 2 -16 HOUR SHIFTS AND GET PAID FOR 40.**

Exhibit "1".

3. For applicants hired to work as "Weekend Warriors", defendants enter into a contract with the same, which provides as follows:

Employee is agreeing to working a 16-hour shift on Saturday and a 16-hour shift on Sunday. Completion of these shifts, employee will receive a Baylor pay equal to 4 hours per day, resulting in a 40 hour per week pay.

Exhibit "2".

4. Defendants however, do not pay an amount equivalent to a forty (40) hour work week. For example, Plaintiff earns \$18.50/hr but receives "Baylor pay" in the amount of \$135.00. Plaintiff's weekly "Baylor pay" should be in the amount of \$148.00.

5. Plaintiff is informed and therefore avers that defendants' practice of shorting "Baylor pay" is widespread and affects many of their "Weekend Warriors".

6. Defendants' actions amount to a breach of contract and violation of Pennsylvania's Wage Payment and Collection Law, 43 P.S. §260.1 *et seq.*

II. PARTIES AND VENUE

7. Rochelle Spratley is an adult individual and a resident of Pennsylvania residing at 811 Inwood Street, Pittsburgh, PA 15208.

8. Quest Healthcare Development, Inc. is a Pennsylvania corporation with its principal place of business located at 2030 Ader Road, Jeannette, PA 15644.

9. William Penn Health Care Associates is a Pennsylvania partnership with its principal place of business located at 2030 Ader Road, Jeannette, PA 15644

10. Venue is appropriate in Allegheny County because the place of payment for the representative plaintiff is in Allegheny County. Moreover, upon information and belief, plaintiff believes that defendants conduct business within Allegheny County on a regular and continuing basis.

III. MATERIAL FACTS

11. At all times relevant to this matter, defendants operated the William Penn Continuing Care Campus. The campus maintains a nursing home and a senior living facility in addition to providing other nursing services.

12. In order to obtain staff for its facility, defendant created and advertised a program known as "Weekend Warriors". The defendants advertise:

WE ARE ALSO OFFERING OUR WEEKEND WARRIOR PROGRAM
- WORK 2 - 16 HOUR SHIFTS AND GET PAID FOR 40 HOURS!

EXHIBIT "1".

13. In the spring of 2020, plaintiff applied for a "Weekend Warrior" position and was offered the same by defendants. Defendants offered plaintiff an hourly wage of at least \$18.00 per hour.

14. As set forth above, defendants describe the additional 8 hours of pay as "Baylor pay equal to 4 hours per day". Exhibit "2".

15. Thereafter, plaintiff worked two sixteen (16) hours shifts each weekend and continues to work through the present date, with few exceptions.

16. From the spring of 2020 until the fall of 2021, despite numerous requests defendants failed to pay plaintiff the additional eight hours as promised under the "Weekend Warrior" program.

17. Plaintiff is informed and therefore avers that she is not the only "Weekend Warrior" to whom defendants' have failed to tender "Baylor pay".

18. In addition, defendants only paid Plaintiff an hourly rate of \$16.00 from the Spring of 2020 until January 2022 in spite of entering into a contract with her to pay her wages of at least \$18.00 .

19. In the fall of 2021, defendants began paying plaintiff "Baylor pay". However, the rate of "Baylor pay" defendants paid plaintiff was typically in the amount of \$125.00, which is less than 8 hours of the hourly rate of \$16.00/hr defendants paid to plaintiff.¹

20. Moreover, defendants have refused to compensate plaintiff at the rate of \$18.00 in spite of entering into a contract with plaintiff for the same.

21. In or around January 2022, defendants increased plaintiff's hourly rate to \$18.50/hr for her work as a "Weekend Warrior".

22. However, defendants only paid plaintiff "Baylor pay" in the amount of \$135.00. Plaintiff's "Baylor pay" should have been \$148.00.

23. Plaintiff is informed and therefore avers that defendants pay each "Weekend Warrior" of her experience and skill level "Baylor pay" of \$135.00, which is less than their promised rate of pay.

24. Plaintiff believes and therefore avers that defendants have engaged in a widespread practice of underpaying their "Weekend Warriors" in violation of their contracts and in violation of Pennsylvania law.

IV. CLASS ACTION ALLEGATIONS

25. Description of the Class and Sub-Class: Plaintiff brings this Class action on behalf of herself and a Class defined as follows:

All natural persons employed as "Weekend Warriors" by defendants. Members of this Class can be identified by records maintained by defendants.

26. Plaintiff brings this action on behalf of herself and a Sub-Class defined as follows:

¹ Eight hours at \$16.00/hr amounts to "Baylor pay" of \$128.00. In addition, if defendants had paid Plaintiff the at least \$18.00 she was promised, then plaintiff's "Baylor pay" should have been at least \$144.00.

All licensed practical nurses (LPNs), registered nurses (RNs), certified nursing assistants (CNAs) and temporary nurse aides (TNAs) employed as "Weekend Warriors" by defendants. Members of this Class can be identified by records maintained by defendants.

27. Excluded from the Class and Sub-Class are Defendants' officers, directors, affiliates, legal representatives, employees, successors, subsidiaries, and assigns. Also excluded from the Class and Sub-Class is any judge, justice or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

28. Numerosity: The proposed Class and Sub-Class are so numerous that individual joinder of all members is impracticable.

29. Common Questions of Law and Fact Predominate: There are many questions of law and fact common to Plaintiff and the Class and Sub-Class, and those questions substantially predominate over any questions that may affect individual Class and Sub-Class members.

Common questions of fact and law include:

- (a) whether defendants failed to pay all "Weekend Warriors" as promised;
- (b) whether Defendant has been unjustly enriched by its failure to pay all "Weekend Warriors" as promised;
- (c) whether defendant breached their employment contracts;
- (d) whether defendants violated Pennsylvania's Wage Payment and Collection Law, 43 P.S. § 260.1, *et seq.*; and
- (e) should the running of the statute of limitations for the Class's claims be equitably tolled.

30. Typicality: Plaintiff's claims are typical of the claims of the members of the Class and Sub-Class. Plaintiff and all members of the Class and Sub-Class have been similarly affected by illegal and bad faith tactics employed by the Defendant.

31. Adequacy of Representation: Plaintiff will fairly and adequately represent and protect the interests of the Class and Sub-Class. Plaintiff has retained counsel with experience in prosecuting complex and Class action litigation. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the Class and Sub-Class, and have the financial resources to do so.

32. Superiority of Class Action: Plaintiff and the members of the Class and Sub-Class suffered, and will continue to suffer, harm as a result of Defendants' unlawful and wrongful conduct. A Class action is superior to other available methods for the fair and efficient adjudication of the present controversy. Individual joinder of all members of the Class and Sub-Class is impractical. Even if individual Class members had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed. Individual litigation magnifies the delay and expense to all parties in the court system of resolving the controversies engendered by Defendants' common course of conduct. The Class action device allows a single court to provide the benefits of unitary adjudication, judicial economy, and the fair and equitable handling of all Class members' claims in a single forum. The conduct of this action as a Class action conserves the resources of the parties and of the judicial system, and protects the rights of the Class members.

**Count 1 – Violation of the Wage Payment and Collection Law (the "WPCL") – Unpaid Wages
43 P.S. §260.1 *et seq.***

33. The foregoing paragraphs are incorporated herein as if set forth at length.

34. During the relevant time period, defendants failed to pay plaintiff, the Class and Sub-Class the wages promised.

35. Pursuant to the WPCL such regular pay is due and payable by Defendant to Plaintiff, the Class and Sub-Class on regular paydays.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests for this Court to grant the following relief in excess of \$50,000.00, exclusive of interests and costs:

- a. Award Plaintiff, the Class and/or the Sub-Class all wages due, as well as liquidated damages in the amount of one hundred percent of the paid wages, interest, including the employer's share of FICA, FUTA, state unemployment insurance, any other required employment taxes;
- b. Declare Defendant's conduct to be in violation of the of the WPCL;
- c. Such equitable relief as may be appropriate under the circumstances; and
- d. An award of reasonable attorneys' fees and costs as permitted by the Act.

Count 2 – Breach of Employment Contract

36. The prior paragraphs of this Complaint are incorporated herein by reference.

37. Defendants entered into a employment contract with Plaintiff, the Class and/or the Sub-Class wherein defendants promised them "Baylor pay" each week in the amount of eight (8) hours of their pay rate in exchange for working two (2) sixteen (16) hour shifts on a weekend.

38. Plaintiff, the Class and the Sub-Class performed all obligations under the contract.

39. Defendants have failed to Plaintiff, the Class and the Sub-Class "Baylor pay" in an amount equal to eight (8) hours of their pay rate.

40. Defendants' failure to pay "Baylor pay" in the correct amount constitutes a breach of contract

WHEREFORE, Plaintiff prays for judgment in favor of herself, the Class and/or Sub-Class and against that of Defendants and an award of damages in excess of \$50,000 exclusive of interests and costs.

Count 3 – Unjust Enrichment

41. The prior paragraphs of this Complaint are incorporated herein by reference.

42. Neither Plaintiff, the Class and/nor the Sub-Class consented to receiving "Baylor pay" in an amount less than eight (8) hours of their rate of pay.

43. Neither Plaintiff, the Class and/nor the Sub-Class gratuitously performed services as a "Weekend Warrior" for defendants.

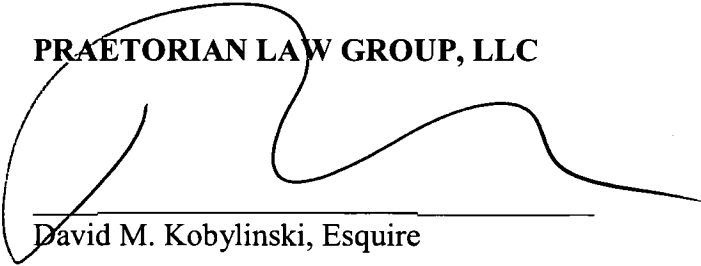
44. Defendants have unjustly enriched themselves by failing to pay Plaintiff, the Class and/or the Sub-Class the wages promised.

WHEREFORE, Plaintiff prays for judgment in favor of herself, the Class and/or Sub-Class and against that of Defendants and an award of damages in excess of \$50,000 exclusive of interests and costs.

JURY TRIAL DEMANDED AS TO ALL COUNTS

Respectfully submitted,

PRAETORIAN LAW GROUP, LLC



David M. Kobylinski, Esquire

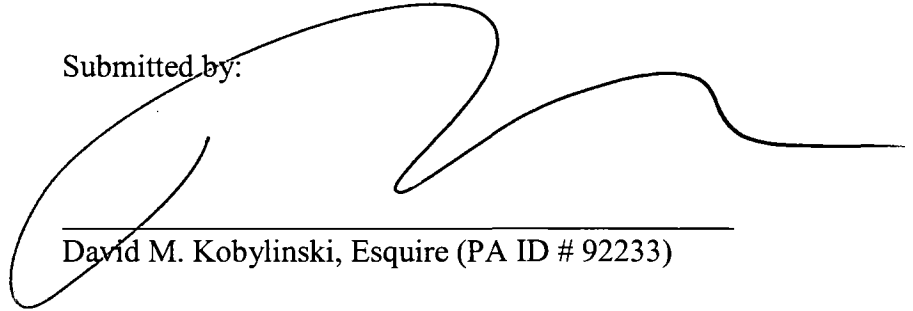
Counsel for Plaintiff

September 14, 2022

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by:



David M. Kobylinski, Esquire (PA ID # 92233)

September 14, 2022

Certified Nurse Assistant (CNA) (/app/v2/job/2714085/ca... > Edit Job

CLOSED

DASHBOARD (/APP/V2/DASHBOARD)
CANDIDATES (/APP/V2/CANDIDATE)

JOBS (/APP/V2/JOB)
REPORTS (/APP/V2/REPORT)

SETTINGS (/APP/V2/SETTING/TEMPLATE)

Post

Application

Workflow

Team

Refer

Promote

Create a compelling job post.

Follow the guide below to create your job. Visit the Support Center (<https://help.jazzhr.com/s/article/Job-Posting-Best-Practices>) for more best practices.

* ESSENTIALS

Job Title *

Certified Nurse Assistant (CNA)

Employment Type *

Full Time

Minimum Experience *

Experienced

Recruiting Workflow Template

WPCC

Job Description *

B I U [Icons] Font - | Size - | [Icons]

Certified Nursing Assistant
BE A HERO!!!! DURING THESE TRYING TIMES, NURSING HOMES ARE IN NEED OF STAFF MORE THAN EVER. WILLIAM PENN CARE CENTER IS CURRENTLY RECRUITING FOR ALL 3 SHIFTS.

SIGN ON BONUS IS BEING OFFERED FOR ALL CNA'S STARTING FULL-TIME. WE ARE ALSO OFFERING OUR WEEKEND WARRIOR PROGRAM - WORK 2 - 16 HOUR SHIFTS AND GET PAID FOR 40 HOURS!

CALL 724-327-3500 TODAY FOR AN INTERVIEW.

William Penn Continuing Care Campus is a skilled nursing facility. The center is located in a beautiful rural setting off of Route 22 in Perm Twp. The facility offers a wide variety of therapies and services.

Currently have a: 3 shifts available with flexible scheduling. William Penn Continuing Care Campus is looking to add dedicated and reliable CNA's to our team. New management team is eagerly looking to add to our team! Call us today for details!

Certified Nursing Assistant (CNA) Benefits:

- Holiday Pay (double time)
- Direct Deposit
- Paid Time Off
- Health Insurance
- Dental

CHOOSE A DESCRIPTION FROM THE LIBRARY

- ✓ Job Title
- ✓ Employment Type
- ✓ Minimum Experience
- ✓ Job Description
- ✓ Location

✓ Your job looks great! Happy hiring!

UPDATE MY JOB

To protect job seekers from scams and spam, all jobs will be reviewed by both JazzHR and our job syndication partners. This review could take up to 48 hours, but often takes less than a day.

LOCATION

Country *

United States

State, Province or Territory

Pennsylvania



or Town

Postal Code

Exhibit "1"

WILLP.00056

William Penn Care Center
Weekend Warrior Contract

Employee: _____ is willfully entering the Weekend Warrior Contract with William Penn Care Center. Employee is agreeing to working a 16-hour shift on Saturday and a 16-hour shift on Sunday. Completion of these shifts, employee will receive a Baylor pay equal to 4 hours per day, resulting in a 40 hour per week pay.

The following conditions will apply:

- Employee is only allowed to request off 2 weekends per calendar year. Employee will work 50 out 52 weekends.
- Employee will not receive Baylor pay if they are requested off for the weekend
- Employee will not receive Baylor pay if they do not work the full 16 hours
- Employee will not receive Baylor pay if they call off for any shifts in the weekend
- Employee is only allowed 2 call offs per year. If employee exceeds the 2 call offs, they will be removed from the weekend warrior program and offered a position working a 5 day work week
- Employee will be considered to be full-time, therefore eligible for benefits, paid holidays and accruing PTO.
- Employee will be prompt and on time for scheduled shift. Employee will be removed from the weekend warrior program after the 4th tardiness.

Rate of pay is determined on the experience scale set forth by William Penn Care Center.

Employee Name: _____

Employee Signature: _____

Date: _____

Employee Relations Coordinator Signature: _____

WILLP.00051

VERIFICATION

I, Rochelle Spratlet, hereby verify that I am the named representative plaintiff in the foregoing class action complaint and that the facts set forth in my Complaint are true and correct to the best of my knowledge, information and belief, and further states that false statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.



Rochelle Spratley

Dated: 09 / 14 / 2022

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

ALLEGHENY

County

<i>For Prothonotary Use Only:</i>	TIME STAMP
Docket No:	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:	
<input checked="" type="checkbox"/> Complaint	<input type="checkbox"/> Writ of Summons
<input type="checkbox"/> Transfer from Another Jurisdiction	<input type="checkbox"/> Petition
	<input type="checkbox"/> Declaration of Taking
Lead Plaintiff's Name: ROCHELLE SPRATLEY	Lead Defendant's Name: QUEST HEALTHCARE DEVELOPMENT, INC.
Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dollar Amount Requested: <input type="checkbox"/> within arbitration limits (check one) <input checked="" type="checkbox"/> outside arbitration limits
Is this a <i>Class Action Suit</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this an <i>MDJ Appeal</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Plaintiff/Appellant's Attorney: DAVID M. KOBYLINSKI	
<input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

<p>TORT (do not include Mass Tort)</p> <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (does not include mass tort) <input type="checkbox"/> Slander/Libel/ Defamation <input type="checkbox"/> Other: _____ _____	<p>CONTRACT (do not include Judgments)</p> <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other _____ <input type="checkbox"/> Employment Dispute: Discrimination <input checked="" type="checkbox"/> Employment Dispute: Other WAGE PAYMENT AND COLLECTION LAW _____ <input type="checkbox"/> Other: _____ _____	<p>CIVIL APPEALS</p> <input type="checkbox"/> Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other _____ <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other: _____ _____
<p>MASS TORT</p> <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: _____ _____	<p>REAL PROPERTY</p> <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: _____ _____	<p>MISCELLANEOUS</p> <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other: _____ _____
<p>PROFESSIONAL LIABILITY</p> <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional: _____ _____		

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [‘Weekend Warrior’ Nurses Underpaid by Quest Healthcare Development, Class Action Alleges](#)
