

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

-----X  
RASHA ALSAIDI, on behalf of herself, individually,  
and on behalf of all others similarly-situated,

Plaintiff,

- against -

WELLLIFE NETWORK INC. f/k/a PSCH INC.,

Defendant.  
-----X

Case No.

**COMPLAINT**

**PLAINTIFF DEMANDS  
A TRIAL BY JURY**

RASHA ALSAIDI, (“Plaintiff”), on behalf of herself, individually, and on behalf of all others similarly-situated (collectively as “FLSA Plaintiffs”), by and through her attorneys, PHILLIPS & ASSOCIATES, PLLC, against WELLLIFE NETWORK INC., formerly known as PSCH INC., (“Defendant” or “Welllife”) alleges upon knowledge as to herself and her own actions and upon information and belief as to all other matters as follows:

**NATURE OF THE CASE**

1. This is a civil action based upon violations that Defendant committed of Plaintiff’s rights guaranteed to her by: (i) the overtime provisions of the **Fair Labor Standards Act** (“FLSA”), 29 U.S.C. § 207(a); (ii) the overtime provisions of the **New York Labor Law** (“NYLL”), NYLL § 160; N.Y. Comp. Codes R. & Regs. (“NYCCRR”) tit. 12, § 142-2.2; (iii) the NYLL’s requirement that employers furnish employees with a wage notice at hire containing specific categories of accurate information, **NYLL** § 195(1); (iv) the NYLL’s requirement that employers furnish employees with wage statements on each payday containing specific categories of accurate information, **NYLL** § 195(3); (v) the interference provisions of the **Family and Medical Leave Act of 1993** (“FMLA”), 29 U.S.C. § 2601, *et seq.*; and (vi) any other claim(s) that can be inferred from the facts set forth herein.

**JURISDICTION AND VENUE**

2. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331, as this action arises under, 29 U.S.C. § 201, *et seq.* and 29 U.S.C. § 2601, *et seq.*
3. The Court has supplemental jurisdiction over all state law claims pursuant to 28 U.S.C. §1367.
4. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2), as a substantial part of the actions or omissions giving rise to the claims for relief occurred within this judicial district.

**PARTIES**

5. At all relevant times herein, Plaintiff worked for Defendant in New York, and was an “employee” entitled to protection as defined by the FLSA, NYLL, and NYCCRR.
6. At all relevant times herein, Plaintiff was and is a resident of the State of New York and was an “employee” entitled to protection as defined by the FMLA.
7. At all relevant times herein, Defendant is a New York not-for-profit corporation with its principal place of business located at 142-02 20th Avenue, 3rd Floor, Flushing, New York 11351 that, prior to January 2017, was formerly known as “PSCH INC.”
8. At all relevant times herein, Defendant was and is an “employer” within the meaning of the FLSA and NYLL, as it is an institution primarily engaged in the care of the mentally ill, many of whom reside on Defendant’s premises. This independently subjects Defendant to the FLSA as an enterprise engaged in commerce pursuant to 29 U.S. Code § 203(r)(2)(A).
9. At all relevant times herein, Defendant “employs” fifty or more “employees,” and is thus an “employer” within the meaning of the FMLA.

**COLLECTIVE ACTION ALLEGATIONS**

10. Plaintiff seeks to bring this suit to recover from Defendant unpaid overtime compensation and liquidated damages pursuant to the applicable provisions of the FLSA, 29 U.S.C. § 216(b), individually, on her own behalf, as well as on behalf of those in the following collective:

Current and former employees of Defendant, who during the applicable FLSA limitations period, performed any work for Defendant as an intensive care coordinator/manager, and who consent to file a claim to recover damages for overtime compensation that is legally due to them (“FLSA Plaintiffs”).

11. Defendant treated Plaintiff and FLSA Plaintiffs similarly in that Plaintiff and FLSA Plaintiffs: (1) performed similar tasks, as described in the “Material Facts” section below; (2) were subject to the same laws and regulations; (3) were paid in the same or similar manner; (4) were required to work in excess of forty hours in a workweek; and (5) were not paid the required one and one-half times their respective regular rates of pay for all hours worked per workweek in excess of forty.
12. At all relevant times, Defendant is and has been aware of the requirements to pay Plaintiff and FLSA Plaintiffs at an amount equal to the rate of one and one-half times their respective regular rates of pay for all hours worked each workweek above forty, yet they purposefully and willfully chose and choose not to do so.
13. Thus, Plaintiff and FLSA Plaintiffs are victims of Defendant’s pervasive practice of willfully refusing to pay their employees overtime compensation for all hours worked per workweek above forty, in violation of the FLSA.

**MATERIAL FACTS**

14. At all relevant times herein, Defendant was and is a domestic non-for-profit corporation that employs and employed over fifty employees and provides health services, including

residential services, to individuals coping with developmental and mental illness. According to Defendant's website: "WellLife Network offers comprehensive behavioral health services, including: psychiatric rehabilitation; case management; consumer self-help; family and peer support; and residential services."

15. Plaintiff commenced her employment with Defendant on April 18, 2016; therefore, Plaintiff worked for over twelve months, as an intensive care coordinator/manager. In this role, Plaintiff's job duties, included, but were not limited to, conducting intakes; monitoring clients' compliance with their treatments plans by recording their progress as reported by clients, conducting home visits, and responding to clients' calls and texts regarding issues that required immediate attention. Indeed, Defendant assigned Plaintiff a company cell phone and required her to respond to any calls and texts that arose after her regular weekday schedule ended.
16. Throughout Plaintiff's employment as an intensive care coordinator/manager, Plaintiff never directed the work of any employees. Moreover, Plaintiff did not have the authority to hire or fire any of Defendant's employees and her suggestions to hiring and firing decisions were not given any weight.
17. From April 18, 2016 until May 1, 2017, and then again from July 25, 2017 until July 31, 2017, Defendant required Plaintiff to work, and Plaintiff did work, five to six days a week, Monday through Friday, from 8:40 a.m. until 4:40 p.m., and from 6:00 p.m. until between 8:00 p.m. or 8:30 p.m. per day, without being permitted to take an uninterrupted break each day, and either Saturday or Sunday between forty-five minutes and one hour, totaling between fifty-one hours and forty-five minutes and 53.5 hours worked per week.
18. From August 1, 2017 until April 24, 2018, Plaintiff worked five to six days a week, from Tuesday until Saturday, from 9:00 a.m. until 6:00 p.m. and from 7:30 p.m. until 9:00 p.m.

on Tuesday; from either 7:30 a.m. until 12:30 p.m. or 8:00 a.m. until 1:00 p.m. and from 7:30 p.m. until 9:00 p.m. on Wednesday; from 9:00 p.m. until 6:00 p.m. and from 7:30 p.m. until 9:00 p.m. on Thursday and Friday; and from either 8:00 a.m. until 4:00 p.m. or 9:00 p.m. until 5:00 p.m. on Saturday, without being permitted to take an uninterrupted break each day; and approximately twenty minutes either after 4:00 p.m. or 5:00 p.m. on Saturday or on Sunday, totaling forty-six hours and twenty minutes.

19. From the commencement of Plaintiff's employment until in or around December 2016, Defendant paid Plaintiff a bi-weekly salary in the amount of \$1,326.28, regardless of the hours that Plaintiff worked. This bi-weekly salary was intended to cover only the first forty hours that Plaintiff worked each week, which amounts to a regular rate of \$16.58 per hour. From in or around January 2017 until April 24, 2018, Defendant paid Plaintiff an hourly rate in the amount of \$19.23 for all regular hours worked up to forty and an overtime rate in the amount of \$28.85 for some hours worked over forty, but not all, and most of the time for none at all.
20. From the commencement of Plaintiff's employment until in or around December 2016, Defendant did not pay Plaintiff at any rate of pay for any hours that she worked in excess of forty. From in or around January 2017 until April 24, 2018, Defendant either only paid Plaintiff for her hours worked up to forty, and therefore, nothing for her hours worked in excess of forty, or paid Plaintiff time and one-half her regular rate for some of her hours worked over forty in a week and therefore, nothing for others in that same week.
21. By way of example, during the week of September 17 until September 23, 2017 and September 24 until September 30, 2017, Defendants required Plaintiff to work, and Plaintiff did work, the following schedule:

September 17 – September 23, 2017

Sunday: Off

Monday: Off

Tuesday: 9:00 a.m. until 6:00 p.m.; and 7:30 p.m. until 9:00 p.m.

Wednesday: 7:30 a.m. until 12:30 p.m.; and 7:30 p.m. until 9:00 p.m.

Thursday: 9:00 a.m. until 6:00 p.m.; and 7:30 p.m. until 9:00 p.m.

Friday: 9:00 a.m. until 6:00 p.m.; and 7:30 p.m. until 9:00 p.m.

Saturday: 9:00 until 5:00 p.m.; and 7:30 p.m. until 7:50 p.m.

Accordingly, Plaintiff worked a total of 46 hours and twenty minutes for this workweek. For his work during this workweek, Defendant paid Plaintiff at her straight-time rate of \$19.23 for all hours that Plaintiff worked up to forty and her overtime rate of \$28.85 for 1.00 hour that she worked over forty. Defendant did not pay Plaintiff at any rate of pay for the remaining five hours and twenty minutes that she worked over forty.

September 24 – September 30, 2017

Sunday: Off

Monday: Off

Tuesday: 9:00 a.m. until 6:00 p.m.; and 7:30 p.m. until 9:00 p.m.

Wednesday: 7:30 a.m. until 12:30 p.m.; and 7:30 p.m. until 9:00 p.m.

Thursday: 9:00 a.m. until 6:00 p.m.; and 7:30 p.m. until 9:00 p.m.

Friday: 9:00 a.m. until 6:00 p.m.; and 7:30 p.m. until 9:00 p.m.

Saturday: 9:00 until 5:00 p.m.; and 7:30 p.m. until 7:50 p.m.

Accordingly, Plaintiff worked a total of 46 hours and twenty minutes for this workweek. For her work during this workweek, Defendant paid Plaintiff at her straight-time rate of \$19.23 for all hours that Plaintiff worked up to forty and her overtime rate of \$28.85 for .50 hours that she worked over forty. Defendant did not pay Plaintiff at any rate of pay for

the remaining 5.90 hours that she worked over forty.

22. Defendant paid Plaintiff on a bi-weekly basis.
23. Defendant failed to provide Plaintiff with any wage notice at the time of her hire, let alone one that accurately contained, *inter alia*, Plaintiff's regular and overtime rates of pay.
24. On each occasion when Defendant paid Plaintiff, Defendant failed to provide Plaintiff with a wage statement that accurately listed, *inter alia*, Plaintiff's regularly hourly rates of pay, her overtime rates of pay, and/or the number of regular and overtime hours that she worked per week.
25. Defendant treated Plaintiff and FLSA Plaintiffs in the same manner described herein.
26. Defendant acted in this manner to maximize its profits and minimize its labor costs and overhead.
27. Each hour that Plaintiff and FLSA Plaintiffs worked was for Defendant's benefit.

**Plaintiff's FMLA claims**

28. Plaintiff was on an FMLA leave of absence from May 1, 2017 until July 24, 2017 due to Plaintiff's pregnancy. Plaintiff returned to work on July 25, 2017.
29. On April 19, 2018, as Plaintiff was leaving the office to conduct a home visit, she slipped and fell on her back due to a wet floor in Defendant's hallway. Despite this fall, Plaintiff continued working that day.
30. On April 20, 2018, Plaintiff went to work and spoke with Dominique Bristol, Plaintiff's supervisor, to inform her about the slip and fall and the extreme pain that Plaintiff was feeling. Exasperated, Ms. Bristol told Plaintiff: "Well now I have to do an incident report."
31. On April 23, 2018, Plaintiff e-mailed Ms. Bristol a letter from Plaintiff's doctor, stating that she had to stay away from work until April 26, 2018 due to Plaintiff's bulge and herniated disc ("First Doctor's Note"). Ms. Bristol did not respond to Plaintiff's request

for leave due to her serious medical condition either via e-mail or phone call.

32. On April 24, 2018, despite Plaintiff's First Doctor's Note, Ms. Bristol asked Plaintiff to work from home. In fear of losing her job, Plaintiff worked from home per Ms. Bristol's demand.
33. On April 25, 2018, Brittney Herbert, Defendant's Human Resources representative, e-mailed Plaintiff a letter, dated April 24, 2018 ("April 24, 2018 FMLA letter"), stating the following:

This will confirm your Workers Compensation Leave of Absence, which commenced on April 24, 2018. You took an FMLA leave for birth of a child May 1, 2017 and returned July 24, 2017. ***You have exhausted your FMLA allowance during the 12 month period preceding your currently requested leave.*** Employees are eligible if they have worked for their employer for at least one year and for 1,250 hours over the previous 12 months.

You have not met the requirements for FMLA leave however;[sic] you may be eligible for a personal leave of absence. The Company's policy regarding personal leave provides that PSCH may grant a leave of absence without pay for "compelling personal reasons" for a period of time not to exceed one (1) month.

Unfortunately, in order to provide continuing services to our clients, it may be necessary to fill your position as Intensive Case Manager at the MH BLD Queens location. (emphasis added)

In the above-referenced letter, Defendant failed to explain to Plaintiff its method of computing Plaintiff's annual eligibility under the FMLA. In that same e-mail, Ms. Herbert also attached a letter, dated April 24, 2018, ("April 24, 2018 ADA letter") which stated the following:

As you know you are not eligible for FMLA leave but you may be eligible for a personal leave. The Company's policy regarding personal leave provides that Well Life Network may grant a leave of absence without pay for "compelling personal reasons" for a period of time not to exceed one (1)



month . . . .

In order to consider your request for leave or other accommodation, we will need to receive additional information from you and your treating health care provider . . . .

Please send the attached letter to your treating health care provider asking him or her to respond fully to our questions and ensure that they are returned to me no later than the close of business on **May 9, 2018**.

34. That same day, on April 25, 2018, which was before Defendant's May 9, 2018 deadline, Plaintiff's doctor faxed the requested documents to Defendant's office. Plaintiff also e-mailed Ms. Bristol and Ms. Herbert a second doctor's note stating that Plaintiff had to stay away from work until May 10, 2018 ("Second Doctor's Note") due to Plaintiff's bulge and herniated disc. Later that day, Plaintiff called Ms. Bristol to let her know that Ms. Herbert told her to stop working from home because of, *inter alia*, Plaintiff's Second Doctor's Note. In response, Ms. Bristol told Plaintiff that she was going to speak with Taryn Clarke, the Program Director, and "get back to [Plaintiff]" because "we have a lot of work and it needs to get done!" Ms. Bristol never got back to Plaintiff.
35. On May 10, 2018, Plaintiff e-mailed Ms. Herbert her third doctor's note recommending that Plaintiff stay out of work from May 8, 2018 until July 1, 2018 due to Plaintiff's bulge and herniated disc ("Third Doctor's Note").
36. On May 23, 2018, Ms. Herbert e-mailed Plaintiff to request that her medical provider complete the original documents, which were attached Ms. Herbert's April 24, 2018 ADA letter, as Ms. Herbert claimed that Defendant never received said documents by Defendant's May 9, 2018 deadline.
37. On May 24, 2018, Plaintiff informed Ms. Herbert, and also sent her a copy with a date stamp via e-mail, that Plaintiff's doctor faxed the requested documents on April 25, 2018.

That same day, Ms. Herbert e-mailed Plaintiff a letter, dated May 24, 2018, (“May 24, 2018 letter”) stating the following:

Your ADA/Personal Leave of Absence has been approved through May 20<sup>th</sup>, 2018 and we expect you to return on **May 21<sup>th</sup>, 2018**.

Please be advised that you must contact your supervisor prior to your return. If you are unable to return on your expected return date, your employment may be terminated, and you will have to re-apply for any position for which you qualify.

This was the first time Defendant ever notified Plaintiff that it expected her to return on May 21, 2018. Immediately after receiving the May 24, 2018 letter, Plaintiff called Ms. Herbert to clarify the return date, as the letter designated May 21, 2018 as Plaintiff’s return date, which had already passed. Ms. Herbert merely said that May 21, 2018 was the day Defendant wanted Plaintiff to return. Plaintiff requested that Defendant change the return date from May 21 to July 1, 2018 to coincide with Plaintiff’s Third Doctor’s Note. Ms. Herbert told Plaintiff that she was going to speak with Ms. Clarke and get back to her.

38. On June 13, 2018, without explaining the reestablishment of Plaintiff’s eligibility under the FMLA, Ms. Herbert called Plaintiff to let her know that Defendant terminated her employment effective immediately because Plaintiff was unable to return on May 21, 2018 as directed by Defendant’s May 24, 2018 letter. That same day, Ms. Herbert e-mailed Plaintiff a termination letter stating the following:

On April 24, 2018 you were notified that you **have not** met the requirements to qualify for the Family Medical Leave Act. Employees are eligible if they have worked for their employer for at least one year and for 1,250 hours over the previous 12 months. You were provided with a letter outlining the company’s willingness to provide reasonable accommodation under ADA for a personal leave of absence not to exceed a month. On May 8, 2018 we received medical documentation from your Health Care Provider stating that you will need to remain out of work until July 1, 2018. Unfortunately, due to operation needs of the department we are unable to grant you request

for additional leave. Your position has been terminated effective 6/13/18.

39. **Defendant's actions and conduct were intentional and intended to harm Plaintiff.**

40. At all relevant times herein, Defendant was and has been aware of the requirements under the FMLA, but it purposefully and willfully chose to interfere with Plaintiff's rights under the FMLA.

41. As a result of Defendant's interference with Plaintiff's rights under the FMLA, she has suffered and will continue to suffer pecuniary loss.

**FIRST CAUSE OF ACTION AGAINST DEFENDANT**  
**Unpaid Overtime in Violation of the FLSA**

42. Plaintiff and FLSA Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if fully set forth herein.

43. 29 U.S.C. § 207(a) requires employers to compensate their employees at a rate of not less than one and one-half times their regular rates of pay for all hours worked exceeding forty in a workweek.

44. As described above, Defendant is an employer within the meaning of the FLSA while Plaintiff and FLSA Plaintiffs are employees within the meaning of the FLSA.

45. As also described above, Plaintiff and FLSA Plaintiffs worked in excess of forty hours per week, yet Defendant failed to compensate Plaintiff and FLSA Plaintiffs in accordance with the FLSA's overtime provisions.

46. Defendant willfully violated the FLSA.

47. Plaintiff and FLSA Plaintiffs are entitled to overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times their respective regular rates of pay.

48. Plaintiff and FLSA Plaintiffs are also entitled to liquated damages, attorneys' fees, and costs and disbursements in this action for Defendant's violations of the FLSA's overtime

provisions.

**SECOND CAUSE OF ACTION AGAINST DEFENDANT**

**Unpaid Overtime in Violation of the NYLL and NYCCRR**

49. Plaintiff, and any FLSA Plaintiff who opts-in to this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.
50. NYLL § 160 and 12 NYCCRR § 142-2.2 require employers to compensate their employees at a rate not less than one and one-half times their regular rates of pay for all hours worked exceeding forty in a workweek.
51. As described above, Defendant is an employer within the meaning of the NYLL and the NYCCRR, while Plaintiff, and any FLSA Plaintiff who opts-in to this action, are employees within the meaning of the NYLL and the NYCCRR.
52. As also described above, Plaintiff, and any FLSA Plaintiff who opts-in to this action, worked in excess of forty hours in a workweek, yet Defendant failed to compensate them in accordance with the NYLL's and the NYCCRR's overtime provisions.
53. Plaintiff, and any FLSA Plaintiff who opts-in to this action, are entitled to their overtime pay for all hours worked per week in excess of forty at the rate of one and one-half times their respective regular rates of pay.
54. Plaintiff, and any FLSA Plaintiff who opts-in to this action, are also entitled to liquidated damages, interest, attorneys' fees, and costs and disbursements in this action for Defendant's violations of the NYLL's and NYCCRR's overtime provisions.

**THIRD CAUSE OF ACTION AGAINST DEFENDANT**

**Failure to Furnish Proper Wage Notice in Violation of the NYLL**

55. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

56. NYLL § 195(1) requires that employers provide employees with a wage notice at the time of hire containing accurate, specifically enumerated criteria.
57. As described above, Defendant failed to furnish Plaintiff, and any FLSA Plaintiff who opts-in to this action, with any wage notice at hire, let alone one accurately containing all of the criteria required under the NYLL.
58. Prior to February 27, 2015, pursuant to NYLL § 198(1-b), Defendant is liable to Plaintiff, and any FLSA Plaintiff who opts-in to this action, in the amount of \$50 for each workweek after the violation occurred, up to a statutory cap of \$2,500.
59. On or after February 27, 2015, pursuant to NYLL § 198(1-b), Defendant is liable to Plaintiff, and any FLSA Plaintiff who opts-in to this action, in the amount of \$50 for each day after the violation occurred, up to the statutory cap of \$5,000.

**FOURTH CAUSE OF ACTION AGAINST DEFENDANT**  
***Failure to Furnish Proper Wage Statements in Violation of the NYLL***

60. Plaintiff, and any FLSA Plaintiff who opts-in to this action, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.
61. NYLL § 195(3) requires that employers furnish employees with wage statements containing accurate, specifically enumerated criteria on each occasion when the employer pays wages to the employees.
62. As described above, Defendant failed to furnish Plaintiff, and any FLSA Plaintiff who opts-in to this action, with accurate wage statements on each payday containing the criteria required by the NYLL.
63. Prior to February 27, 2015, pursuant to NYLL § 198(1-d), Defendant is liable to Plaintiff, and any FLSA Plaintiff who opts-in to this action, in the amount of \$100 for each

workweek after the violation occurred, up to a statutory cap of \$2,500.

64. On or after February 27, 2015, pursuant to NYLL § 198(1-d), Defendant is liable to Plaintiff, and any FLSA Plaintiff who opts-in to this action, in the amount of \$250 for each workday after the violation occurred, up to a statutory cap of \$5,000.

**FIFTH CAUSE OF ACTION AGAINST DEFENDANT**  
**Interference with Plaintiff's Rights in Violation of the FMLA**

65. Plaintiff repeats, reiterates, re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.
66. The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of, or the attempt to exercise, any right guaranteed under the FMLA.
67. As described above, Plaintiff is an eligible employee under the FMLA and Defendant is an employer, as defined by the FMLA.
68. Under the FMLA, Plaintiff was entitled to medically necessary leave as a result of her serious health condition.
69. Defendant interfered with Plaintiff's rights under the FMLA by, *inter alia*, misinforming Plaintiff that she was not eligible to take FMLA leave.
70. Defendant willfully violated the FMLA.
71. As a result of Defendant's unlawful discriminatory conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, economic loss, for which she is entitled to an award of monetary damages, interest, and liquidated damages in an amount equal to the sum of lost wages and benefits, plus interest.

**JURY DEMAND**

72. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff, as to Defendant's violation of the FMLA, and Plaintiff and FLSA Plaintiffs, as to Defendant's violation of the FLSA,

NYLL, and NYCCRR, demand a trial by jury on all claims in this action.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, as to Defendant's violation of the FMLA, and Plaintiff and FLSA Plaintiffs, as to Defendant's violation of the FLSA, NYLL, and NYCCRR, respectfully request a judgment against the Defendant:


- A. Declaring that the practices complained of herein are unlawful and in willful violation of the aforementioned United States and New York State laws;
- B. Declaring that Defendant engaged in unlawful employment practices prohibited by the FMLA, in that Defendant interfered with Plaintiff's rights under the FMLA.
- C. Declaring preliminary and permanent injunctions against Defendant and its officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;
- D. Designating this action as an FLSA collective action on behalf of Plaintiff and FLSA Plaintiffs and prompt issuance of notice pursuant to 29 U.S.C. § 216(b), and tolling of the statute of limitations;
- E. Designating Plaintiff and her counsel as collective action representatives under the FLSA;
- F. Awarding all damages that Plaintiff and FLSA Plaintiffs have sustained as a result of Defendant's conduct, including all unpaid wages and any short fall between wages paid and those due under the law that Plaintiff would have received but for Defendant's unlawful payment practices;
- G. Awarding liquidated damages and any other statutory penalties as recoverable under the FLSA, the NYLL, and the FMLA and as consistent with law;
- H. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendant's

unlawful discrimination, and to otherwise make her whole for any losses suffered as a result of such unlawful employment practices;

- I. Awarding Plaintiff and FLSA Plaintiffs their costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, expert witness fees and other costs, and a service payment to Plaintiff;
- J. Awarding pre-judgment and post-judgment interest, as provided by law; and
- K. Awarding Plaintiff and FLSA Plaintiffs such other and further relief as the Court may deem equitable, just, and proper.

Dated: New York, New York  
September 26, 2018

**PHILLIPS & ASSOCIATES,  
ATTORNEYS AT LAW, PLLC**



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JS 44 (Rev. 11/15)

### CIVIL COVER SHEET

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

<p><b>I. (a) PLAINTIFFS</b>                  RASHA ALSAIDI, on behalf of herself, individually,                  and on behalf of all others similarly-situated,</p> <p>(b) County of Residence of First Listed Plaintiff <u>Westchester</u>                  (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number)                  Phillips &amp; Associates, PLLC                  45 Broadway, Suite 620, New York, New York 10006                  Tel: (212) 248-7431</p>	<p><b>DEFENDANTS</b>                  WELLIFE NETWORK INC. f/k/a PSCH INC.,</p> <p>County of Residence of First Listed Defendant _____                  (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) _____</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
			PROPERTY RIGHTS	
			<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
			LABOR	
			<input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
			SOCIAL SECURITY	
			<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
			FEDERAL TAX SUITS	
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p><b>Other:</b></p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

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

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify) \_\_\_\_\_     6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
29 U.S.C. § 207(a)

Brief description of cause:  
Wage and overtime violations

**VII. REQUESTED IN COMPLAINT:**

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

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_    DOCKET NUMBER \_\_\_\_\_

DATE: 09/26/2018    SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_    AMOUNT \_\_\_\_\_    APPLYING IFP \_\_\_\_\_    JUDGE \_\_\_\_\_    MAG. JUDGE \_\_\_\_\_

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

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

Case is Eligible for Arbitration

I, Joan B. Lopez, Esq., counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

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

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

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

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

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

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

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County?  Yes  No
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?  Yes  No
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No
  - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

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

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

**BAR ADMISSION**

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

Yes  No

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

Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

Signature: 

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

**UNITED STATES DISTRICT COURT**  
 for the  
 Eastern District of New York

RASHA ALSAIDI, on behalf of herself, individually, and on behalf of all others similarly-situated, _____ <i>Plaintiff(s)</i>	) ) ) ) ) ) ) ) ) ) ) ) )	Civil Action No.
v.		
WELLLIFE NETWORK INC. f/k/a PSCH INC., _____ <i>Defendant(s)</i>		

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* WELLLIFE NETWORK INC. f/k/a PSCH INC.,  
 Via Registered Agent  
 C/O DIANNE M. CAMELO, ESQ.  
 LEVY, STOPOL & CAMELO, LLP  
 1425 RXR PLAZA  
 UNIONDALE, NEW YORK, 11556-1425

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Phillips & Associates PLLC  
 45 Broadway, Suite 620  
 New York, NY, 10006

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

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

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

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

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

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

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Alleging Wage and Hour, FMLA Violations Filed Against WellLife Network](#)

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