FITAPELLI & SCHAFFER, LLP

Brian S. Schaffer Armando A. Ortiz Dana M. Cimera 28 Liberty Street, 30th Floor New York, NY 10005 Telephone: (212) 300-0375

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

LENNOX FREEMAN, individually and on behalf of all others similarly situated,

Plaintiff,

-against-

RIVER MANOR CORP. d/b/a ATRIUM CENTER FOR REHABILITATION AND NURSING; RIVER MANOR CARE CENTER, INC.; EXCELSIOR CARE GROUP, LLC; RIVER MANOR ACQUISITION I, LLC; RIVER MANOR ACQUISITION II, LLC; CONSTANCE LEIFER, individually; and JOEL LEIFER, individually;

CLASS ACTION COMPLAINT

No: 17-cv-5162

Defendants.

Lennox Freeman ("Freeman" or "Plaintiff"), individually and on behalf of all others similarly situated, as class representative, upon personal knowledge as to himself, and upon information and belief as to other matters, alleges as follows:

NATURE OF THE ACTION

1. This lawsuit seeks to recover overtime compensation, agreed upon wages, unlawful deductions, and other damages for Plaintiff and his similarly situated co-workers – licensed practical nurses ("LPNs") – who work or have worked for Atrium Center for Rehabilitation and Nursing located at 611 E. 103rd Street, Brooklyn, New York 11236 ("Atrium Center"), formerly known as River Manor Care Center.

- 2. Owned and operated by River Manor Corp., River Manor Care Center, Inc., Excelsior Care Group, LLC; River Manor Acquisition I, LLC, and River Manor Acquisition II, LLC, Constance Leifer, and Joel Leifer (collectively, "Defendants"), Atrium Center is a 24-hour care center offering short-term rehabilitation, skilled nursing, and long-term care.
- 3. With approximately 380 beds and 7 floors, Atrium Center is a 24-hour facility and employs, among other positions, LPNs to provide patient care. LPNs generally job duties include but are not limited to providing medication to patients, dressing wounds, changing wound dressings, making rounds, checking in on patients, feeding patients, checking patients for injuries, bathing patients, and filling out paperwork related to patients.
- 4. Atrium Centers organizes its work force into 3 shifts an evening shift, an overnight shift, and a morning shift. The evening shift is scheduled from 4:00 pm to 12:00 am, the night shift from 12:00 am to 8:00 am, and the morning shift from 8:00 am to 4:00 pm.
- 5. Despite these scheduled hours, Defendants have instituted a policy and practice in which LPNs are required to work well past their scheduled end times in order to finish making their rounds and providing patient care. When LPNs work past their scheduled shifts, they do so in plain view of Defendants' management.
- 6. Despite having knowledge that LPNs regularly work past the end of their scheduled shift, Defendants do not pay LPNs any compensation for this additional compensable time.
- 7. Additionally, Defendants have instituted a policy and practice that automatically deducts one hour of break time from LPNs scheduled shifts. However, Plaintiff and LPNs regularly do not have time to take this break time due to patient needs. In the event that Plaintiff and LPNs cannot take this break time, Defendants nonetheless automatically deduct this one

hour time from their compensable time.

- 8. Defendants at all times have compensated Plaintiff and other LPNs on an hourly rate basis.
- 9. Despite being non-exempt employees, Atrium Center has failed to properly pay Plaintiff and other LPNs overtime compensation at 1.5 times their regular rate of pay when they work over 40 hours per week. Specifically, Defendants failed to add together all compensable time, including time worked past LPNs scheduled end time and time deducted as automatic break time, for the purposes of overtime compensation.
- 10. Defendants have also instituted a policy and practice of applying unlawful deductions onto Plaintiff's and similarly situated LPN's wages. These include, but are not limited to, deductions for transportation and uniforms, and also other unknown deductions notated as: "AMT LNGVITY," "NR," "TR," "UF N," and "LNGVITT."
- 11. Plaintiff brings this action on behalf of himself and all other similarly situated LPNs who elect to opt in to this action pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA"), and specifically, the collective action provision of 29 U.S.C. § 216(b).
- 12. Plaintiff also brings this action on behalf of himself and all other similarly situated LPNs in New York pursuant to Federal Rule of Civil Procedure 23 ("Rule 23") to remedy violations of the NYLL, Article 6, §§ 190 *et seq.*, and Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations.

THE PARTIES

Plaintiff

Lennox Freeman

13. Freeman is an adult individual who is a resident of Brooklyn, New York.

- 14. Freeman was employed by Atrium Center as a LPN from approximately 2004 through March 2016.
 - 15. Freeman is a covered employee within the meaning of the FLSA and the NYLL.
- 16. A written consent form for Freeman is being filed with this Class Action Complaint.

Defendants

- 17. Defendants jointly employed Plaintiff and similarly situated employees at all times relevant.
- 18. Each Defendant has had substantial control over Plaintiff's and similarly situated employees' working conditions, and over the unlawful policies and practices alleged herein.
- 19. During all relevant times, Defendants have been Plaintiff's employers within the meaning of the FLSA and the NYLL.

River Manor Corp.

- 20. Together with other Defendants, River Manor Corp. has owned and/or operated Atrium Center during the relevant time period.
- 21. River Manor Corp. is a domestic for-profit corporation organized and existing under the laws of New York.
- 22. According to the New York State Division of Corporations, River Manor Corp.'s principal executive office is located at 630 East 104th Street, Brooklyn, New York 11236, the same building as Atrium Center.
- 23. River Manor Corp. is a covered employer within the meaning of the FLSA and the NYLL, and at all times relevant, employed Plaintiff and similarly situated employees.
 - 24. At all times relevant, River Manor Corp. has maintained control, oversight, and

direction over Plaintiff and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them.

- 25. River Manor Corp. applies the same employment policies, practices, and procedures to all LPNs in its operation, including policies, practices, and procedures with respect to payment of overtime compensation.
- 26. Upon information and belief, at all relevant times, River Manor Corp. has had an annual gross volume of sales in excess of \$500,000.

River Manor Care Center, Inc.

- 27. Together with other Defendants, River Manor Care Center, Inc. has owned and/or operated Atrium Center during the relevant time period.
- 28. Based on information and belief, River Manor Care Center, Inc. is a domestic forprofit corporation organized and existing under the laws of New York.
- 29. River Manor Care Center, Inc. is the entity that appears on paystubs received by Plaintiff for work performed at Atrium Center. The address listed for this entity on the paystubs is 611 East 103rd Street, Brooklyn, New York 11236, the same building as Atrium Center.
- 30. River Manor Care Center, Inc. is a covered employer within the meaning of the FLSA and the NYLL, and at all times relevant, employed Plaintiff and similarly situated employees.
- 31. At all times relevant, River Manor Care Center, Inc. has maintained control, oversight, and direction over Plaintiff and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them.
- 32. River Manor Care Center, Inc. applies the same employment policies, practices, and procedures to all LPNs in its operation, including policies, practices, and procedures with

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respect to payment of overtime compensation.

33. Upon information and belief, at all relevant times, River Manor Corp. has had an annual gross volume of sales in excess of \$500,000.

Excelsior Care Group, LLC

- 34. Together with other Defendants, Excelsior Care Group, LLC has owned and/or operated Atrium Center during the relevant time period.
- 35. Excelsior Care Group, LLC. is a domestic for-profit limited liability company organized and existing under the laws of New York.
- 36. According to the New York State Division of Corporations, Excelsior Care Group, LLC's principal executive office is located at 1551 52nd Street, Brooklyn, New York 11219.
- 37. Excelsior Care Group, LLC is a covered employer within the meaning of the FLSA and the NYLL, and at all times relevant, employed Plaintiff and similarly situated employees.
- 38. At all times relevant, Excelsior Care Group, LLC has maintained control, oversight, and direction over Plaintiff and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them.
- 39. Excelsior Care Group, LLC applies the same employment policies, practices, and procedures to all LPNs in its operation, including policies, practices, and procedures with respect to payment of overtime compensation.
- 40. Upon information and belief, at all relevant times, Excelsior Care Group, LLC has had an annual gross volume of sales in excess of \$500,000.

River Manor Acquisition I, LLC

- 41. Together with other Defendants, River Manor Acquisition I, LLC has owned and/or operated Atrium Center during the relevant time period.
- 42. River Manor Acquisition I, LLC. is a domestic for-profit corporation organized and existing under the laws of New York.
- 43. According to the New York State Division of Corporations, River Manor Acquisition I, LLC's DOS Process address is listed as Corporation Service Company, 80 State Street, Albany, New York 12207.
- 44. River Manor Acquisition I, LLC appears as a mortgagor for the entire lot located at 630 East 104th Street, Brooklyn, New York 11236, the commercial property that houses the Atrium Center.
- 45. River Manor Acquisition I, LLC is a covered employer within the meaning of the FLSA and the NYLL, and at all times relevant, employed Plaintiff and similarly situated employees.
- 46. At all times relevant, River Manor Acquisition I, LLC has maintained control, oversight, and direction over Plaintiff and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them.
- 47. River Manor Acquisition I, LLC applies the same employment policies, practices, and procedures to all LPNs in its operation, including policies, practices, and procedures with respect to payment of overtime compensation.
- 48. Upon information and belief, at all relevant times, River Manor Acquisition I, LLC has had an annual gross volume of sales in excess of \$500,000.

River Manor Acquisition II, LLC

- 49. Together with other Defendants, River Manor Acquisition II, LLC has owned and/or operated Atrium Center during the relevant time period.
- 50. River Manor Acquisition II, LLC. is a domestic for-profit corporation organized and existing under the laws of New York.
- 51. According to the New York State Division of Corporations, River Manor Acquisition II, LLC's DOS Process address is listed as Corporation Service Company, 80 State Street, Albany, New York 12207.
- 52. River Manor Acquisition II, LLC appears as the mortgagor for the entire lot located at 630 East 104th Street, Brooklyn, New York 11236, the commercial property that houses the Atrium Center.
- 53. River Manor Acquisition II, LLC is a covered employer within the meaning of the FLSA and the NYLL, and at all times relevant, employed Plaintiff and similarly situated employees.
- 54. At all times relevant, River Manor Acquisition II, LLC has maintained control, oversight, and direction over Plaintiff and similarly situated employees, including timekeeping, payroll, and other employment practices that applied to them.
- 55. River Manor Acquisition II, LLC applies the same employment policies, practices, and procedures to all LPNs in its operation, including policies, practices, and procedures with respect to payment of overtime compensation.
- 56. Upon information and belief, at all relevant times, River Manor Acquisition I, LLC has had an annual gross volume of sales in excess of \$500,000.

Constance Leifer

- 57. Together with other Defendants, Constance Leifer ("C. Leifer") has owned and/or operated Atrium Center during the relevant time period.
 - 58. Upon information and belief, C. Leifer is a resident of the State of New York.
- 59. At all relevant times, C. Leifer has been a co-owner and co-operator of Atrium Center.
- 60. According to the New York Secretary of State Division of Corporations, C. Leifer is identified as the "Principal Executive Officer" for River Manor Corp.
 - 61. C. Leifer maintains a direct and significant management role in Atrium Center.
- 62. At all relevant times, C. Leifer has had the power over payroll decisions at Atrium Center, including the power to retain time and/or wage records. In that regard, C. Leifer set Plaintiff's rate of pay and authorized his raise.
- 63. At all relevant times, C. Leifer has been actively involved in managing the day to day operations of Atrium Center.
- 64. At all relevant times, C. Leifer has had the power to stop any illegal pay practices that harmed Plaintiff and similarly situated employees at Atrium Center.
- 65. At all relevant times, C. Leifer has had the power to transfer the assets and/or liabilities of Atrium Center.
- 66. At all relevant times, C. Leifer has had the power the declare bankruptcy on behalf of Atrium Center.
- 67. At all relevant times, C. Leifer has had the power to enter into contracts on behalf of Atrium Center.
 - 68. At all relevant times, C. Leifer has had the power to close, shut down, and/or sell

Atrium Center.

69. C. Leifer is a covered employer within the meaning of the FLSA and the NYLL, and at all relevant times, has employed and/or jointly employed Plaintiff and similarly situated employees.

Joel Leifer

- 70. Together with other Defendants, Joel Leifer ("J. Leifer") has owned and/or operated Atrium Center during the relevant time period.
 - 71. Upon information and belief, J. Leifer is a resident of the State of New York.
- 72. At all relevant times, J. Leifer has been a co-owner and co-operator of Atrium Center. In this regard, J. Leifer signed on behalf of both River Manor Acquisition I, LLC and River Manor Acquisition II, LLC on the mortgage for the commercial property located at 630 East 104th Street, Brooklyn, New York 11236.
 - 73. J. Leifer maintains a direct and significant management role in Atrium Center.
- 74. At all relevant times, J. Leifer has had the power over payroll decisions at Atrium Center, including the power to retain time and/or wage records. In this regard, J. Leifer identified himself as the Administrative Director of Atrium Center since 2010 to the New York Department of Health Council in April 2017.¹
- 75. At all relevant times, J. Leifer has been actively involved in managing the day to day operations of Atrium Center.
- 76. At all relevant times, J. Leifer has had the power to stop any illegal pay practices that harmed Plaintiff and similarly situated employees at Atrium Center.
 - 77. At all relevant times, J. Leifer has had the power to transfer the assets and/or

¹ See State of New York Public Health and Health Planning Counsel, April 6, 2017, at page 9 (available at https://www.health.ny.gov/facilities/public_health_and_health_planning_council/meetings/2017-04-06/docs/eprc_agenda.pdf) (last accessed Aug. 30, 2017).

liabilities of Atrium Center, as exemplified in his signifying of the aforementioned mortgage.

- 78. At all relevant times, J. Leifer has had the power the declare bankruptcy on behalf of Atrium Center.
- 79. At all relevant times, J. Leifer has had the power to enter into contracts on behalf of Atrium Center, as exemplified in his signifying of the aforementioned mortgage.
- 80. At all relevant times, J. Leifer has had the power to close, shut down, and/or sell Atrium Center.
- 81. J. Leifer is a covered employer within the meaning of the FLSA and the NYLL, and at all relevant times, has employed and/or jointly employed Plaintiff and similarly situated employees.

JURISDICTION AND VENUE

- 82. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1332 and 1337, and jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.
- 83. This Court also has jurisdiction over Plaintiff's claims under the FLSA pursuant to 29 U.S.C. § 216(b).
- 84. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this District and Defendants conduct business in this District.

COLLECTIVE ACTION ALLEGATIONS

- 85. Plaintiff brings the First Cause of Action, an FLSA claim, on behalf of himself and all similarly situated persons who work or have worked as LPNs for Atrium Center who elect to optin to this action (the "FLSA Collective").
 - 86. Defendants are liable under the FLSA for, *inter alia*, failing to properly compensate

Plaintiff and the FLSA Collective.

- 87. Consistent with Defendants' policies and patterns or practices, Plaintiff and the FLSA Collective were not paid the proper premium overtime compensation of 1.5 times their regular rates of pay for all hours worked beyond 40 per workweek.
- 88. All of the work that Plaintiff and the FLSA Collective have performed has been assigned by Defendants, and/or Defendants have been aware of all of the work that Plaintiff and the FLSA Collective have performed.
- 89. As part of their regular business practice, Defendants have intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiff and the FLSA Collective. This policy and pattern or practice includes, but is not limited to, willfully failing to pay their employees, including Plaintiff and the FLSA Collective, proper premium overtime wages for all hours worked in excess of 40 hours per workweek.

CLASS ACTION ALLEGATIONS

90. Plaintiff brings the Second, Third, Fourth, and Fifth Causes of Action, NYLL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of himself and a class of persons consisting of:

All persons who work or have worked as LPNs for Atrium Center in New York between August 31, 2011 and the date of final judgment in this matter (the "Rule 23 Class").

- 91. The Rule 23 Class Members are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.
 - 92. There are more than fifty Rule 23 Class Members.
- 93. Plaintiff's claims are typical of those claims that could be alleged by any Rule 23 Class Member, and the relief sought is typical of the relief which would be sought by each Rule

23 Class Member in separate actions.

- 94. Plaintiff and the Rule 23 Class Members have all been injured in that they have been uncompensated or under-compensated due to Defendants' common policies, practices, and patterns of conduct. Defendants' corporate-wide policies and practices affected all Rule 23 Class Members similarly, and Defendants benefited from the same type of unfair and/or wrongful acts as to each of the Rule 23 Class Members.
- 95. Plaintiff is able to fairly and adequately protect the interests of the Rule 23 Class Members and has no interests antagonistic to the Rule 23 Class Members.
- 96. Plaintiff is represented by attorneys who are experienced and competent in both class action litigation and employment litigation, and have previously represented many plaintiffs and classes in wage and hour cases.
- 97. A class action is superior to other available methods for the fair and efficient adjudication of the controversy particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender.
- 98. Common questions of law and fact exist as to the Rule 23 Class that predominate over any questions only affecting Plaintiff and the Rule 23 Class Members individually and include, but are not limited to, the following:
 - (a) whether Defendants failed to compensate Plaintiff and the Rule 23 Class for all hours worked at their regular rate(s) of pay;
 - (b) whether Defendants failed to compensated Plaintiff and the

- Rule 23 Class for hours worked in excess of 40 per workweek;
- (c) whether Defendants applied unlawful deductions onto wages earned by Plaintiff and the Rule 23 Class;
- (d) whether Defendants failed to furnish Plaintiff and the Rule 23 Class with accurate statements with every payment of wages, as required by the NYLL;
- (e) the nature and extent of class-wide injury and the measure of damages for those injuries.

PLAINTIFF'S FACTUAL ALLEGATIONS

99. Consistent with their policies and patterns or practices as described herein, Defendants harmed Plaintiff, individually, as follows:

Lennox Freeman

- 100. Freeman was employed by Defendants as a LPN from approximately 2004 through March 2016. During his employment, Freeman performed work at Atrium Center.
 - 101. At all times relevant, Defendant paid Plaintiff on an hourly basis.
- 102. At all times relevant, Plaintiff has been a non-exempt employee under the FLSA and NYLL.
- 103. During his employment, Freeman generally worked over 40 hours per week, unless he missed time for vacation, sick days or holidays. On average, he generally was assigned to the evening shift, scheduled from 4:00 pm to 12:00 am, 5 days per week.
- 104. Despite the evening shift's scheduled end time of 12:00 am, Plaintiff was regularly required to stay past 12:00 am to finish his job duties for that day. On average, Plaintiff regularly stayed between 1 to 1.5 hours past this scheduled end time. Plaintiff recalls at times having to stay at work 3 to 3.5 hours past his scheduled end times on several occasions, not leaving until between 3:00 am to 3:30 am. When Plaintiff would stay past his scheduled shift

time, he did so in full view of his managers and with the knowledge and consent of Defendants.

- 105. In addition, Defendants automatically deducted one hour time each day that Plaintiff was assigned to work, notwithstanding the fact that Plaintiff regularly did not take this break time. When Plaintiff did not take this break time, he did so in full view of his managers and with the knowledge and consent of Defendants.
- 106. Despite regularly working over 40 hours per workweek, Defendants failed to compensate Freeman with proper overtime compensation of 1.5 times his regular rate of pay for all hours he was suffered or permitted to work.
- 107. Defendants did not compensate Plaintiff for time he spent working through automatically deducted breaktime.
- 108. Throughout his employment, Freeman received weekly pay stubs from Defendants that did not properly record and/or compensate him for all of the hours that he worked.
- 109. Throughout his employment, Defendants applied deductions from Freeman's wages that were not in accordance with the provisions of any law, rule or regulation, and that were not expressly authorized by Freeman nor made for his benefit.
- 110. In this regard, Defendants consistently applied transportation deductions, uniform deductions, and other deductions notated as: "AMT LNGVITY," "NR," "TR," "UF N," and "LNGVITT."
- 111. Defendants failed to provide Freeman with accurate wage statements as required by the NYLL.

FIRST CAUSE OF ACTION

Fair Labor Standards Act – Overtime Wages (Brought on behalf of Plaintiff and the FLSA Collective)

- 112. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.
- 113. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Defendants and protect Plaintiff and the FLSA Collective.
- 114. Plaintiff and the FLSA Collective worked in excess of 40 hours during workweeks in the relevant period.
- 115. Defendants failed to pay Plaintiff and the FLSA Collective the premium overtime wages to which they were entitled under the FLSA at a rate of 1.5 times their regular rate of pay for all hours worked in excess of 40 per workweek.
- 116. As a result of Defendants' willful violations of the FLSA, Plaintiff and the FLSA Collective have suffered damages by being denied overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees and costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq*.

SECOND CAUSE OF ACTION

New York Labor Law – Failure to Pay Agreed Upon Wages (Brought on behalf of Plaintiff and the Rule 23 Class)

- 117. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.
- 118. The wage provisions of Article 6 of the NYLL and its supporting regulations apply to Defendants, and protect Plaintiff and the Rule 23 Class.
 - 119. Pursuant to NYLL, Article 6 § 191(1)(d), Defendants are required to pay Plaintiff

and the Rule 23 Class the wages they have earned in accordance with the agreed terms of their employment, but not less frequently than semi-monthly, on regular pay days designated in advance by Defendants.

- 120. Defendants have failed to pay Plaintiff and the Rule 23 Class the earned wages to which they are entitled under the NYLL and the supporting New York State Department of Labor Regulations, pursuant to the agreed-upon terms of Plaintiff's employment.
- 121. Upon information and belief, Defendants automatically deducted one hour from each shift for a purported break time. However, Plaintiff and Rule 23 Class regularly did not take any time or up to this time as break time.
- 122. Due to Defendants' violations of the NYLL, Plaintiff and the Rule 23 Class are entitled to recover from Defendants their agreed-upon earned wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

THIRD CAUSE OF ACTION New York Labor Law – Overtime Wages

(Brought on behalf of Plaintiff and the Rule 23 Class)

- 123. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.
- 124. The overtime wage provisions of Article 19 of the NYLL and its supporting regulations apply to Defendants, and protect Plaintiff and the Rule 23 Class.
- 125. Defendants failed to pay Plaintiff and the Rule 23 Class the premium overtime wages to which they were entitled under the NYLL and the supporting New York State Department of Labor Regulations at a rate of 1.5 times their regular rate of pay for all hours worked beyond 40 per workweek.

126. Due to Defendants' violations of the NYLL, Plaintiff and the Rule 23 Class are entitled to recover from Defendants their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

FOURTH CAUSE OF ACTION

New York Labor Law – Unlawful Deductions (Brought on Behalf of Plaintiff and the Rule 23 Class)

- 127. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.
- 128. Defendants made unlawful deductions from the wages of Plaintiff and the Rule 23 Class.
- 129. The deductions made from the wages of Plaintiff and the Rule 23 Class were not expressly authorized in writing by Plaintiff and the Rule 23 Class, and were not for the benefit of Plaintiff and the Rule 23 Class.
- 130. Defendants' unlawful deductions include, but are not limited to: transportation deductions, uniform deductions, and other deductions notated as: "AMT LNGVITY," "NR," "TR," "UF N," and "LNGVITT."
- 131. By Defendants' knowing or intentional effort to make deductions from the wages of Plaintiff and the Rule 23 Class, Defendants have violated NYLL Article 6, § 193.
- 132. Due to Defendants' violations of the NYLL, Plaintiff and the Rule 23 Class are entitled to recover from Defendants their unpaid wages, liquidated damages, as provided by NYLL Article 6 § 198, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

FIFTH CAUSE OF ACTION

New York Labor Law – Failure to Provide Accurate Wage Statements (Brought on behalf of Plaintiff and the Rule 23 Class)

- 133. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.
- 134. Defendants failed to supply Plaintiff and the Rule 23 Class with an accurate statement of wages with every payment of wages as required by NYLL, Article 6, § 195(3), listing: dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.
- 135. Due to Defendants' violations of NYLL, Article 6, § 195(3), Plaintiff and the Rule 23 Class are entitled to statutory penalties of two hundred fifty dollars for each workweek that Defendants failed to provide them with accurate wage statements, or a total of five thousand dollars, and reasonable attorneys' fees and costs as provided for by NYLL, Article 6, § 198(1-d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of all other similarly situated persons, respectfully requests that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiff be allowed to give notice of this collective action, or that the Court issue such notice, to all LPNs who are presently, or have at any time during the three years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised notice, worked for Atrium Center. Such notice

shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

- B. Unpaid overtime wages, and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor Regulations;
- C. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- D. Designation of Plaintiff as representative of the Rule 23 Class and counsel of record as Class Counsel;
- E. Unpaid overtime wages, unlawful deductions of wages, liquidated damages permitted by law pursuant to the NYLL and the supporting New York State Department of Labor Regulations;
- F. Statutory penalties of two hundred fifty dollars for each workweek that Defendants failed to provide Plaintiff and the Rule 23 Class with accurate wage statements, or a total of five thousand dollars each, as provided for by NYLL, Article 6 § 198;
 - G. Prejudgment and post-judgment interest;
 - H. Reasonable attorneys' fees and costs of the action; and
 - I. Such other relief as this Court shall deem just and proper.

Dated: New York, New York August 31, 2017

Respectfully submitted,

/s/ Brian S. Schaffer Brian S. Schaffer

FITAPELLI & SCHAFFER, LLP

Brian S. Schaffer Armando A. Ortiz Dana M. Cimera 28 Liberty Street, 30th Floor New York, NY 10005 Telephone: (212) 300-0375

Attorneys for Plaintiff and the Putative Class

FAIR LABOR STANDARDS ACT CONSENT

- 1. I consent to be a party plaintiff in a lawsuit against RIVER MANOR CARE CENTER, INC. and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).
- 2. By signing and returning this consent form, I hereby designate FITAPELLI & SCHAFFER, LLP ("the Firm") to represent me and make decisions on my behalf concerning the litigation and any settlement. I understand that reasonable costs expended on my behalf will be deducted from any settlement or judgment amount on a pro rata basis among all other plaintiffs. I understand that the Firm will petition the Court for attorney's fees from any settlement or judgment in the amount of the greater of: (1) the "lodestar" amount, calculated by multiplying reasonable hourly rates by the number of hours expended on the lawsuit, or (2) 1/3 of the gross settlement or judgment amount. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

Signature

LEWNOX D. Fizeewah.
Full Legal Name (Print)

JS 44 (Rev. 06/17)

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.)

I. (a) PLAINTIFFS				DEFENDANTS	S				****
Lennox Freeman, individually and on behalf of all others similarly situated				River Manor Corp; River Manor Care Center, Inc.; Excelsior Care Group, LLC; et al.					
	(b) County of Residence of First Listed Plaintiff Kings			County of Residence		efendant	Kings		
(E	EXCEPT IN U.S. PLAINTIFF C	ASES)		NOTE: IN LAND C	<i>(IN U.S. PLAIN)</i> ONDEMNATION C T OF LAND INVOL)F	
(c) Attorneys (Firm Name, FITAPELLI & SCHAFFE	Address, and Telephone Numb	er)		Attorneys (If Known)	1				
28 Liberty Street, 30th F Tel: (212) 300-0375	loor, New York, NY 10	0005							
II. BASIS OF JURISD	ICTION (Place an "X" in G	One Box Only)	III. CI	TIZENSHIP OF P	PRINCIPAL P	ARTIES	(Place an "X" in (One Box i	for Plainti
U.S. Government Plaintiff	★ 3 Federal Question (U.S. Government)	Not a Party)		(For Diversity Cases Only) P	TF DEF	orporated or Pr	and One Box fo rincipal Place	r Defende PTF 4	ant) DEF 4
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizens)	hip of Parties in Item III)	Citize	en of Another State	J 2		Principal Place	5	D 5
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IV. NATURE OF SUI	Γ (Place an "X" in One Box O	nly)	For	reign Country	Click here	for: Nature o	of Suit Code Des	scription	10
CONTRACT		ORTS		RFEITURE/PENALTY	BANKRU		OTHERS		
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability	PERSONAL INJUR 365 Personal Injury - Product Liability		5 Drug Related Seizure of Property 21 USC 881 0 Other	☐ 422 Appeal 28 ☐ 423 Withdrawa 28 USC 15	1	☐ 375 False Cla ☐ 376 Qui Tam 3729(a))	(31 USC	
☐ 150 Recovery of Overpayment	☐ 320 Assault, Libel &	367 Health Care/ Pharmaceutical			PROPERTY F	RIGHTS	☐ 400 State Rea☐ 410 Antitrust	pportionn	nent
& Enforcement of Judgment 151 Medicare Act	Slander ☐ 330 Federal Employers'	Personal Injury Product Liability			☐ 820 Copyrights ☐ 830 Patent		☐ 430 Banks and	d Banking	g
☐ 152 Recovery of Defaulted	Liability	☐ 368 Asbestos Personal			B30 Patent - Ab	breviated	☐ 450 Commerci ☐ 460 Deportati	e on	
Student Loans (Excludes Veterans)	☐ 340 Marine ☐ 345 Marine Product	Injury Product Liability			New Drug . 840 Trademark	Application	☐ 470 Racketeer Corrupt C	r Influenc	
☐ 153 Recovery of Overpayment of Veteran's Benefits	Liability ☐ 350 Motor Vehicle	PERSONAL PROPER	TY	LABOR	SOCIAL SECU	ЛRITY	☐ 480 Consume	r Credit	OHS
☐ 160 Stockholders' Suits	355 Motor Vehicle	☐ 370 Other Fraud☐ 371 Truth in Lending		0 Fair Labor Standards Act	☐ 861 HIA (1395) ☐ 862 Black Lung	(923)	☐ 490 Cable/Sat ☐ 850 Securities		dities/
☐ 190 Other Contract☐ 195 Contract Product Liability	Product Liability 360 Other Personal	☐ 380 Other Personal Property Damage	J 720	0 Labor/Management	☐ 863 DIWC/DIW	VW (405(g))	Exchange	e	
☐ 196 Franchise	Injury	385 Property Damage	☐ 740	Relations Railway Labor Act	☐ 864 SSID Title : ☐ 865 RSI (405(g)		☐ 890 Other State ☐ 891 Agricultus	rutory Ac	tions
	 362 Personal Injury - Medical Malpractice 	Product Liability		Family and Medical Leave Act		•	☐ 893 Environme	ental Matt	ters
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITION		Other Labor Litigation	FEDERAL TA	X SUITS	☐ 895 Freedom o	of Inform	ation
☐ 210 Land Condemnation ☐ 220 Foreclosure	☐ 440 Other Civil Rights ☐ 441 Voting	Habeas Corpus: ☐ 463 Alien Detainee	□ 791	Employee Retirement	☐ 870 Taxes (U.S.		☐ 896 Arbitratio		
☐ 230 Rent Lease & Ejectment	☐ 442 Employment	☐ 510 Motions to Vacate		Income Security Act	or Defendar ☐ 871 IRS—Third		☐ 899 Administr Act/Revie		
240 Torts to Land245 Tort Product Liability	443 Housing/ Accommodations	Sentence ☐ 530 General			26 USC 760		Agency D	ecision	
290 All Other Real Property	☐ 445 Amer. w/Disabilities -			IMMIGRATION	1		950 Constitution State State		č.
	Employment 446 Amer, w/Disabilities -	Other:		Naturalization Application	1		Jan Dian		
ı	Other	□ 540 Mandamus & Othe□ 550 Civil Rights	r 1 463	Other Immigration Actions			1		
	448 Education	555 Prison Condition 560 Civil Detainee -	ľ						
		Conditions of				1			
V. ODIGIN		Confinement							
	moved from 🔲 3	Remanded from Appellate Court	J 4 Reins Reope	ened Another	r District	Litigation	- L	Aultidist	1 -
	Cite the U.S. Civil Sta	tute under which you are	filing (De	(specify) o not cite jurisdictional stati	utes unless diversity)	Transfer	D	irect File	<u>e</u>
VI. CAUSE OF ACTIO	Brief description of ca	<u>et seq., 216(b)</u>							
VII. REQUESTED IN	CHECK IF THIS	IS A CLASS ACTION	DE	MAND \$	CHECK	YES only i	if demanded in co	omplain	t:
COMPLAINT: VIII. RELATED CASE	UNDER RULE 23	o, f.K.CV.P.			JURY I	DEMAND:	☐ Yes	₩No	
IF ANY	(See instructions):	JUDO 1			DOCKET NUI	MBER			
DATE 08/31/2017 FOR OFFICE USE ONLY		GNATURE OF ATTO	PLEY OF	a Fred Land					
RECEIPT #AM	OUNT	APPLYING IFP		JUDGE		MAG. JUDO	GE		

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. I, Brian S. Schaffer I, Brian S. Schaffer , counsel for Plaintiff , do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s): X 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 or 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: 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? 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 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? (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. No Are you currently the subject of any disciplinary action (s) in this or any other state or federal court? (If yes, please explain)

I certify the accuracy of all information provided above.

Signature:

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

LENNOX FREEMAN, individually and on behalf of all others similarly situated,)))		
Plaintiff(s))		
RIVER MANOR CORP. d/b/a ATRIUM CENTER FOR REHABILITATION AND NURSING; RIVER MANOR CARE CENTER, INC.; RIVER MANOR CARE CENTER, INC.; EXCELSIOR CARE GROUP, LLC; RIVER MANOR ACQUISITION I, LLC; RIVER MANOR ACQUISITION II, LLC; CONSTANCE LEIFER, individually; and JOEL LEIFER, individually; Defendant(s)) Civil Action No. 17-cv-5162))))		
•			
SUMMONS IN	A CIVIL ACTION		
To: (Defendant's name and address) River Manor Corp. d/b/a Atrium Center for Rehabilitation and Nursing 630 East 104th Street Brooklyn, New York 11236			
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: Brian S. Schaffer Fitapelli & Schaffer, LLP 28 Liberty Street, 30th Floor New York, New York 10005			
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.		
	DOUGLAS C. PALMER CLERK OF COURT		
Date:	Signature of Clerk or Deputy Clerk		

Civil Action No. 17-cv-5162

PROOF OF SERVICE

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

was ra	This summons for (no ceived by me on (date)	ame of individual and title, if a	ny)	
was re	cerved by the on (aate)		·	
	☐ I personally serve	ed the summons on the inc	lividual at (place)	
			on (date)	; or
	☐ I left the summon	s at the individual's reside	ence or usual place of abode with (name)	
			, a person of suitable age and discretion who res	sides there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the sumn	nons on (name of individual)		, who is
	designated by law to	accept service of process	s on behalf of (name of organization)	
			on (date)	; or
	☐ I returned the sum	nmons unexecuted becaus	e	; or
	☐ Other (<i>specify</i>):			
	My fees are \$	for travel and S	\$ for services, for a total of \$	0.00
	I declare under penal	Ity of perjury that this info	ormation is true.	
Date:		_		
			Server's signature	
		_	Printed name and title	
		-	Server's address	

Additional information regarding attempted service, etc:

Print Save As... Reset

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

LENNOX FREEMAN, individually and on behalf of all others similarly situated,			
Plaintiff(s) V. RIVER MANOR CORP. d/b/a ATRIUM CENTER FOR REHABILITATION AND NURSING; RIVER MANOR CARE CENTER, INC.; RIVER MANOR CARE CENTER, INC.; EXCELSIOR CARE GROUP, LLC; RIVER MANOR ACQUISITION I, LLC; RIVER MANOR ACQUISITION II, LLC; CONSTANCE LEIFER, individually; and JOEL LEIFER, individually; Defendant(s)) Civil Action No. 17-cv-5162)))		
SUMMONS IN	A CIVIL ACTION		
To: (Defendant's name and address) River Manor Care Center, 630 East 104th Street Brooklyn, New York 11236			
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: Brian S. Schaffer Fitapelli & Schaffer, LLP 28 Liberty Street, 30th Flo New York, New York 1000			
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.		
	DOUGLAS C. PALMER CLERK OF COURT		
Date:	Signature of Clerk or Deputy Clerk		

Civil Action No. 17-cv-5162

PROOF OF SERVICE

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	This summons for (no	ame of individual and title, if a	ny)	
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			on (date)	; or
	☐ I left the summons	s at the individual's resid	ence or usual place of abode with (name)	
			, a person of suitable age and discretion who res	sides there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the summ	ons on (name of individual)		, who is
	designated by law to	accept service of proces	s on behalf of (name of organization)	
			on (date)	; or
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	I declare under penal	ty of perjury that this info	ormation is true.	
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Additional information regarding attempted service, etc:

Print Save As... Reset

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

LENNOX FREEMAN, individually and on behalf of all others similarly situated,)))			
Plaintiff(s))			
RIVER MANOR CORP. d/b/a ATRIUM CENTER FOR REHABILITATION AND NURSING; RIVER MANOR CARE CENTER, INC.; RIVER MANOR CARE CENTER, INC.; EXCELSIOR CARE GROUP, LLC; RIVER MANOR ACQUISITION I, LLC; RIVER MANOR ACQUISITION II, LLC; CONSTANCE LEIFER, individually; and JOEL LEIFER, individually;) Civil Action No. 17-cv-5162)))			
Defendant(s))			
SUMMONS IN	A CIVIL ACTION			
To: (Defendant's name and address) River Manor Acquisition I, LLC 630 East 104th Street Brooklyn, New York 11236				
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: Brian S. Schaffer Fitapelli & Schaffer, LLP 28 Liberty Street, 30th Floor New York, New York 10005				
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.			
	DOUGLAS C. PALMER CLERK OF COURT			
Date:	Signature of Clerk or Deputy Clerk			

Civil Action No. 17-cv-5162

PROOF OF SERVICE

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	☐ I personally serve	ed the summons on the inc	lividual at (place)	
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			, a person of suitable age and discretion who res	sides there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the sumn	nons on (name of individual)		, who is
	designated by law to	accept service of process	s on behalf of (name of organization)	
			on (date)	; or
	☐ I returned the sum	nmons unexecuted becaus	e	; or
	☐ Other (<i>specify</i>):			
	My fees are \$	for travel and S	\$ for services, for a total of \$	0.00
	I declare under penal	Ity of perjury that this info	ormation is true.	
Date:		_		
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Additional information regarding attempted service, etc:

Print Save As... Reset

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

LENNOX FREEMAN, individually and on behalf of all others similarly situated,)))		
Plaintiff(s))		
RIVER MANOR CORP. d/b/a ATRIUM CENTER FOR REHABILITATION AND NURSING; RIVER MANOR CARE CENTER, INC.; RIVER MANOR CARE CENTER, INC.; EXCELSIOR CARE GROUP, LLC; RIVER MANOR ACQUISITION I, LLC; RIVER MANOR ACQUISITION II, LLC; CONSTANCE LEIFER, individually; and JOEL LEIFER, individually; Defendant(s)) Civil Action No. 17-cv-5162))))		
Defendant(s)	,		
SUMMONS IN	A CIVIL ACTION		
To: (Defendant's name and address) River Manor Acquisition II, LLC 630 East 104th Street Brooklyn, New York 11236			
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: Brian S. Schaffer Fitapelli & Schaffer, LLP 28 Liberty Street, 30th Floor New York, New York 10005			
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.		
	DOUGLAS C. PALMER CLERK OF COURT		
Date:	Signature of Clerk or Deputy Clerk		

Civil Action No. 17-cv-5162

PROOF OF SERVICE

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	☐ I personally serve	ed the summons on the inc	lividual at (place)	
			on (date)	; or
	☐ I left the summon	s at the individual's reside	ence or usual place of abode with (name)	
			, a person of suitable age and discretion who res	sides there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the sumn	nons on (name of individual)		, who is
	designated by law to	accept service of process	s on behalf of (name of organization)	
			on (date)	; or
	☐ I returned the sum	nmons unexecuted becaus	e	; or
	☐ Other (<i>specify</i>):			
	My fees are \$	for travel and S	\$ for services, for a total of \$	0.00
	I declare under penal	Ity of perjury that this info	ormation is true.	
Date:		_		
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		_	Printed name and title	
		-	Server's address	

Additional information regarding attempted service, etc:

Print Save As... Reset

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

LENNOX FREEMAN, individually and on behalf of all others similarly situated, Plaintiff(s) RIVER MANOR CORP. d/b/a ATRIUM CENTER FOR REHABILITATION AND NURSING; RIVER MANOR CARE CENTER, INC.; RIVER MANOR CARE CENTER, INC.; EXCELSIOR CARE GROUP, LLC; RIVER MANOR ACQUISITION I, LLC; RIVER MANOR ACQUISITION II, LLC; CONSTANCE LEIFER, individually; and JOEL LEIFER, individually;)))) Civil Action No. 17-cv-5162))		
Defendant(s))		
SUMMONS IN	A CIVIL ACTION		
To: (Defendant's name and address) Excelsior Care Group, LLC 630 East 104th Street Brooklyn, New York 11236			
•	rou (not counting the day you received it) — or 60 days if you per or employee of the United States described in Fed. P. Civ.		
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: Brian S. Schaffer Fitapelli & Schaffer, LLP 28 Liberty Street, 30th Floor New York, New York 10005			
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.		
	DOUGLAS C. PALMER CLERK OF COURT		
Date:			
	Signature of Clerk or Deputy Clerk		

Civil Action No. 17-cv-5162

PROOF OF SERVICE

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

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was re	cerved by the on (aate)		·	
	☐ I personally serve	ed the summons on the inc	lividual at (place)	
			on (date)	; or
	☐ I left the summon	s at the individual's reside	ence or usual place of abode with (name)	
			, a person of suitable age and discretion who res	sides there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the sumn	nons on (name of individual)		, who is
	designated by law to	accept service of process	s on behalf of (name of organization)	
			on (date)	; or
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	☐ Other (<i>specify</i>):			
	My fees are \$	for travel and S	\$ for services, for a total of \$	0.00
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Date:		_		
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Additional information regarding attempted service, etc:

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UNITED STATES DISTRICT COURT

for the

Eastern District of New York

LENNOX FREEMAN, individually and on behalf of all others similarly situated,				
Plaintiff(s))			
RIVER MANOR CORP. d/b/a ATRIUM CENTER FOR REHABILITATION AND NURSING; RIVER MANOR CARE CENTER, INC.; RIVER MANOR CARE CENTER, INC.; EXCELSIOR CARE GROUP, LLC; RIVER MANOR ACQUISITION I, LLC; RIVER MANOR ACQUISITION II, LLC; CONSTANCE LEIFER, individually; and JOEL LEIFER, individually;) Civil Action No. 17-cv-5162)))			
Defendant(s))			
SUMMONS IN	A CIVIL ACTION			
To: (Defendant's name and address) Constance Leifer 630 East 104th Street Brooklyn, New York 11236				
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: Brian S. Schaffer Fitapelli & Schaffer, LLP 28 Liberty Street, 30th Floor				
New York, New York 10005 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. DOUGLAS C. PALMER CLERK OF COURT				
Date: Signature of Clerk or Deputy Clerk				
	Signature of Clerk of Deputy Clerk			

Civil Action No. 17-cv-5162

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was re	cerved by the on (aate)		·					
	☐ I personally served the summons on the individual at (place)							
			on (date)	; or				
	☐ I left the summon							
	, a person of suitable age and discretion who resides th							
	on (date), and mailed a copy to the individual's last known address; or							
	☐ I served the summons on (name of individual), who designated by law to accept service of process on behalf of (name of organization)							
			on (date)	; or				
	☐ I returned the sum	nmons unexecuted becaus	e	; or				
	☐ Other (<i>specify</i>):							
	My fees are \$	for travel and S	\$ 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:

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UNITED STATES DISTRICT COURT

for the

Eastern District of New York

LENNOX FREEMAN, individually and on behalf of all others similarly situated,)))						
Plaintiff(s))						
RIVER MANOR CORP. d/b/a ATRIUM CENTER FOR REHABILITATION AND NURSING; RIVER MANOR CARE CENTER, INC.; RIVER MANOR CARE CENTER, INC.; EXCELSIOR CARE GROUP, LLC; RIVER MANOR ACQUISITION I, LLC; RIVER MANOR ACQUISITION II, LLC; CONSTANCE LEIFER, individually; and JOEL LEIFER, individually; Defendant(s)) Civil Action No. 17-cv-5162))))						
SUMMONS IN A CIVIL ACTION							
To: (Defendant's name and address) Joel Leifer 630 East 104th Street Brooklyn, New York 11236							
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							
he Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Brian S. Schaffer Fitapelli & Schaffer, LLP 28 Liberty Street, 30th Floor New York, New York 10005							
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.							
	DOUGLAS C. PALMER CLERK OF COURT						
Date:							
	Signature of Clerk or Deputy Clerk						

Civil Action No. 17-cv-5162

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was re	cerved by the on (aate)		·					
	☐ I personally served the summons on the individual at (place)							
			on (date)	; or				
	☐ I left the summon							
	, a person of suitable age and discretion who resides th							
	on (date), and mailed a copy to the individual's last known address; or							
	☐ I served the summons on (name of individual), who designated by law to accept service of process on behalf of (name of organization)							
			on (date)	; or				
	☐ I returned the sum	nmons unexecuted becaus	e	; or				
	☐ Other (<i>specify</i>):							
	My fees are \$	for travel and S	\$ 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:

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: River Manor Corp., Six Other Defendants Owe LPNs Unpaid Wages, Class Action Claims