

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

CASE NO:

LATOYA WILLIAMS, and
all others similarly situated under
29 U.S.C. 216(b),

Plaintiff(s),

v.

TREATMENT PARTNERS OF
AMERICA LLC, a Florida Limited
Liability Company, and
SCOTT FRANKEL, individually,

Defendants.

COMPLAINT

Plaintiff, LATOYA WILLIAMS (“Plaintiff”), pursuant to *29 U.S.C. § 216(b)*, files the following Complaint against Defendants, TREATMENT PARTNERS OF AMERICA LLC, (“TREATMENT PARTNERS”) and SCOTT FRANKEL (“FRANKEL”) individually, (collectively referred to hereinafter as “Defendants”), on behalf of herself, and all others similarly situated, and alleges:

INTRODUCTION

1. Defendants unlawfully deprived Plaintiff, and all other employees similarly situated, of minimum wage compensation during the course of their employment. This is an action arising under the Fair Labor Standards Act (“FLSA”) pursuant to *29 U.S.C. §§ 201-216*, to recover all wages owed to Plaintiff, and those similarly situated to Plaintiff, during the course of their employment.

PARTIES

2. During all times material hereto, Plaintiff was a resident of Broward County, Florida, over the age of 18 years, and otherwise *sui juris*.
3. During all times material hereto, Defendant, TREATMENT PARTNERS, was a Florida limited liability company located and transacting business within Broward County, Florida, within the jurisdiction of this Honorable Court. TREATMENT PARTNERS operates its principal place of business at 6909 S.W. 18th Street, Suite A203, Boca Raton, Florida 33433.
4. During all times material hereto, Defendant, FRANKEL, was a resident of the Southern District of Florida, and was Managing Member and/or President and operator of the Defendant company within Palm Beach County, Florida.
5. During all times material hereto, Defendant, FRANKEL, was over the age of 18 years, and was vested with ultimate control and decision-making authority over the hiring, firing, day-to-day operations, and pay practices for Defendant, TREATMENT PARTNERS, during the relevant time period.
6. Defendant, TREATMENT PARTNERS was Plaintiff's employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein.
7. Defendant, FRANKEL, was also Plaintiff's employer, as defined by 29 U.S.C. § 203(d), during all times pertinent to the allegations herein.

JURISDICTION AND VENUE

8. All acts and omissions giving rise to this dispute took place within Broward County and/or Palm Beach County, Florida, within the jurisdiction of this Honorable Court.

9. Defendant, TREATMENT PARTNERS, is headquartered and regularly transacts business in Palm Beach County, Florida, and jurisdiction is therefore proper within the Southern District of Florida pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. §§ 1331 and 1337.
10. Venue is proper within the Southern District of Florida pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1391(b).

CLASS ALLEGATIONS

11. Plaintiff, WILLIAMS, seeks each class members' rightful and proper minimum wages, which would be the federally mandated minimum wage rate of \$7.25 for every hour worked in any given workweek up to the first forty (40) hours within the past three (3) years, and an equal amount in liquidated damages, judgment, attorney's fees and costs.
12. Defendant, TREATMENT PARTNERS, employs and has employed within the past three (3) years various forms of non-exempt "therapists" to provide addiction counseling in Palm Beach County, Florida.
13. Defendant, TREATMENT PARTNERS, uniformly treats and classifies its "therapists" as employees in Palm Beach County, Florida as it relates to the payment of wages.
14. Plaintiff, WILLIAMS, and the class members performed the same or similar job duties as one another in that they worked as "therapist" employees of TREATMENT PARTNERS within the past three (3) years without receiving proper minimum wage pay for hours worked in each workweek during employment. Plaintiff, WILLIAMS, and the class members were subjected to the same pay provisions in that they suffered or were permitted to work hours but not properly paid at the correct rate for all hours worked. Thus, the class members are owed federal minimum wages for the same reasons as Plaintiff.

15. Defendant, TREATMENT PARTNERS' failure to compensate employees for all hours worked as required by the FLSA results from a uniform pay policy or practice that fails to assure payment of overtime in accordance with the FLSA. This policy or practice was applicable to Plaintiff and the class members. Application of this policy or practice does not depend on the personal circumstances of plaintiff or those joining this lawsuit. Rather, the same policy or practice which resulted in the non-payment of minimum wages to Plaintiff applies to all class members. Accordingly, the class members are properly defined as: all non-exempt "therapist" employees who worked for TREATMENT PARTNERS during anytime within the previously three (3) years of this complaint in Palm Beach County, Florida, who were not paid at least federal minimum wages for all hours worked at the correct rate.

GENERAL ALLEGATIONS

16. Defendant, TREATMENT PARTNERS, is an addiction and dual diagnosis treatment facility that has been operating in Palm Beach County, Florida, since at least 2016.
17. Defendant, TREATMENT PARTNERS, employs individuals like Plaintiff, WILLIAMS, to provide various forms of therapy to clients/patients during and after the treatment process, recovery, and movement back into sobriety and transitional living.
18. Defendant, TREATMENT PARTNERS, is covered under the FLSA through enterprise coverage, as TREATMENT PARTNERS was engaged in interstate commerce during all pertinent times in which Plaintiff was employed. More specifically, TREATMENT PARTNERS was engaged in interstate commerce by virtue of the fact that its business activities involved those to which the FLSA applies. Defendant TREATMENT PARTNERS' business and Plaintiff's work for TREATMENT PARTNERS affected

interstate commerce because the goods and materials Plaintiff and other employees similarly situated used and/or handled on a constant and/or continuous basis moved through interstate commerce prior to or subsequent to Plaintiff's use of the same. Accordingly, Defendant TREATMENT PARTNERS, was engaged in interstate commerce pursuant to *29 U.S.C. § 203(s)(1)*.

19. During her employment with Defendant, TREATMENT PARTNERS, Plaintiff, and all other similarly situated employees, handled and worked with various goods and/or materials that have moved through interstate commerce, including, but not limited to: VibroAcoustic Chairs, musical recording equipment (used for music therapy), musical instruments, (used for music therapy), and in-patient living/housing materials such as beds, chairs, sofas, televisions, toilets, baths, sinks, mirrors, kitchen utensils, ovens, refrigerators, microwaves, shelves, windows, back yard swimming pools, telephones, computers, etc.
20. Defendant, TREATMENT PARTNERS, regularly employed two (2) or more employees for the relevant time period, who handled goods or materials similar to those goods and materials handled by Plaintiff, or used the instrumentalities of interstate commerce, thus making Defendant, TREATMENT PARTNERS' a business enterprise covered by the FLSA.
21. Upon information and belief, Defendant, TREATMENT PARTNERS, grossed or did business in excess of \$500,000.00 during the years of 2016 and 2017, and is expected to gross in excess of \$500,000.00 in 2018.
22. Moreover, during all time periods alleged herein, Defendant, TREATMENT PARTNERS, was engaged in the operation of an institution primarily engaged in the care of the sick who

reside on the premises of such institution in that Defendant, TREATMENT PARTNERS, provides treatment rehabilitation to its residents.

23. During all times material hereto, Plaintiff, and all others similarly situated, were employed as non-exempt healthcare employees of Defendants TREATMENT PARTNERS and FRANKEL within the meaning of the Fair Labor Standards Act.

24. During this time period, Defendant, FRANKEL, controlled the day-to-day operations of TREATMENT PARTNERS, including the work schedules, company's payroll practices, and was vested with ultimate hiring and firing decisions Defendant, TREATMENT PARTNERS.

25. Defendant, FRANKEL was TREATMENT PARTNERS' Managing Member and/or President, and Plaintiff's supervisor during all times material to the Complaint.

26. On or about October 15, 2018, Plaintiff began working as a non-exempt healthcare employee for Defendants, TREATMENT PARTNERS and FRANKEL.

27. Plaintiff worked as a "transitional therapist" at the main facility located at 6909 S.W. 18th Street, Suite A203, Boca Raton, Florida 33433.

28. In her position as a "transitional therapist," Plaintiff, WILLIAMS, did not possess, nor did her position require her to possess, any specialized advanced academic degree or licensure for entry into such occupation.

29. On or about October 19, 2018, after working forty (40) hours for Defendants during her first week of employment, Plaintiff advised Defendants that she had not been compensated in any conceivable way, and inquired as to why she had not been paid.

30. Plaintiff was advised that compensation would be given to her at a later date; however, no such compensation was ever paid or otherwise given to Plaintiff.

31. On or about October 26, 2018, after working another forty (40) hours for Defendant during her second week of employment, Plaintiff again advised Defendants that she had not compensated in any conceivable way, and inquired as to why she had not been paid.
32. Yet again, Plaintiff was advised that compensation would be given to her at a later date; however, no such compensation was ever paid or otherwise sent to Plaintiff.
33. On or about October 30, 2018, Defendants, TREATMENT PARTNERS and FRANKEL immediately advised Plaintiff and all employees similarly situated to her that her/their services were no longer needed at the facility.
34. From October 15, 2018, through October 30, 2018, Plaintiff worked at least eighty-eight (88) hours for which no compensation was ever received.
35. Defendants refused to compensate Plaintiff for **any** hours worked.
36. Defendant, TREATMENT PARTNERS, knew that Plaintiff was performing work for which it retained the benefit, scheduled Plaintiff to work, refused to pay Plaintiff the proper federal minimum wage rate of \$7.25 per hour, and approved the unlawful treatment of Plaintiff during all material times of Plaintiff's employment.
37. Defendants, TREATMENT PARTNERS and FRANKEL, were either recklessly indifferent as to the minimum wage requirements under federal and state law, or, in the alternative, *intentionally misled* Plaintiff so that the Defendants could avoid having to pay Plaintiff her lawful (and hard-earned) wages.
38. As a direct result of Defendants' intentional and/or willful violation of the FLSA, Plaintiff has suffered damages and has had to retain the services of the undersigned counsel to exercise her rights and is therefore entitled to recovery of her reasonable attorney's fees and costs incurred.

COUNT I – FEDERAL MINIMUM WAGE VIOLATIONS – 29 U.S.C. § 206
(Against All Defendants)

39. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 38, as though set forth fully herein.
40. During all times pertinent to her employment, Defendants, TREATMENT PARTNERS, and FRANKEL, treated Plaintiff as a non-exempt employee under the FLSA, and were on notice of the hours actually worked by Plaintiff.
41. During the **three (3) weeks** of her employment with Defendant, TREATMENT PARTNERS, Plaintiff worked *at least* **eighty-eight (88) hours**, but was **never** compensated in any conceivable way.
42. Plaintiff is entitled to recover federal minimum wage in the amount of at least \$7.25 per hour.
43. Accordingly, Plaintiff is entitled to recover wages due and owing in the amount of \$638.00.
44. However, Defendants, TREATMENT PARTNERS, and FRANKEL, were specifically aware of the number of hours Plaintiff was working, and Defendants' failure, through today's date, to pay amounts owed pursuant to the Fair Labor Standards Act, is willful and intentional. Defendants, TREATMENT PARTNERS and FRANKEL knew or should have known of the minimum wage requirements of the FLSA and either intentionally avoided or recklessly failed to investigate proper payroll practices as they relate to the law.
45. Accordingly, Plaintiff is entitled to, and specifically requests, liquidated damages in an amount equal to the unpaid minimum wage that is due and owing, in a total amount equaling \$638.00.
46. Therefore, Plaintiff seeks total unpaid minimum wage damages in the amount of **\$1,276.00**.

47. The amount set forth above is to Plaintiff's best current information, knowledge and belief, and constitutes an estimate of amounts owed based upon any documentation in Plaintiff's possession and her own personal recollection.

48. Plaintiff is further entitled to all reasonable attorney's fees and litigation costs from the Defendants, jointly and severally, pursuant to the FLSA as cited above, with all amounts set forth hereinabove to be proven at trial, in a trial by jury, and for entry of judgment for such other amounts as this Court deems just and equitable.

WHEREFORE, Plaintiff, LATOYA WILLIAMS, respectfully requests that this Honorable Court enter judgment in her favor and against Defendants, TREATMENT PARTNERS OF AMERICA LLC, and SCOTT FRANKEL, and award Plaintiff: (a) double unpaid minimum wages as provided by the Fair Labor Standards Act to be paid by the Defendants, TREATMENT PARTNERS OF AMERICA LLC and SCOTT FRANKEL, jointly and severally; (b) all reasonable attorney's fees and litigation costs as permitted under the FLSA; and any and all such further relief as this Court may deem just and equitable under the circumstances.

COUNT II – FLSA RETALIATION
(Against TREATMENT PARTNERS)

49. Plaintiff hereby re-alleges and re-avers Paragraphs 1 through 38, as though set forth fully herein.

50. After being hired to work as a non-exempt healthcare employee, Plaintiff intended to continue working for Defendant for *at least* one (1) year, notwithstanding Defendant, TREATMENT PARTNERS' failure to properly compensate Plaintiff under state and federal law.

51. On or about October 19, 2018, Plaintiff verbally advised her employer, TREATMENT PARTNERS, that it had failed to properly compensate her for the forty (40) hours of work she had performed during the workweek of October 15, 2018 – October 19, 2018.

52. However, Defendant failed to remedy its FLSA violations and refused to compensate Plaintiff for any of the hours she worked.

53. On or about October 26, 2018, Plaintiff again requested her lawfully earned wages and advised her employer, TREATMENT PARTNERS, that it had failed to properly compensate her for the forty (40) hours of work she had performed during the workweek of October 22, 2018 – October 26, 2018.

54. On or about October 30, 2018, in direct response to Plaintiff's invocation of her rights to proper compensation under the FLSA, Defendant terminated Plaintiff.

55. Defendant's unlawful retaliation and ultimate termination of Plaintiff constitutes a violation of the FLSA anti-retaliation provision.

56. As a result of Defendant's FLSA violations, Plaintiff is entitled to recover lost front and back pay in an amount to be proven at trial.

57. Defendant's unlawful conduct has required Plaintiff to retain the undersigned counsel and Plaintiff is therefore entitled to recover reasonable attorney's fees and costs incurred in the prosecution of her claims.

WHEREFORE, Plaintiff, LATOYA WILLIAMS, respectfully requests that this Honorable Court enter judgment in her favor and against Defendant, TREATMENT PARTNERS OF AMERICA LLC, and award Plaintiff: (a) front and/or back pay in an amount to be determined at trial; (b) reasonable attorney's fees and costs incurred; and any and all such further relief as may be deemed just and appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff, LATOYA WILLIAMS, hereby requests and demands a trial by jury on all appropriate claims.

Dated this 14th day of November, 2018.

Respectfully Submitted,

**USA EMPLOYMENT LAWYERS -
JORDAN RICHARDS, PLLC**
805 E. Broward Blvd. Suite 301
Fort Lauderdale, Florida 33301
Counsel for Plaintiff, Latoya Williams

By: /s/ Jordan Richards
JORDAN RICHARDS, ESQUIRE
Florida Bar No. 108372
jordan@jordanrichardspllc.com
melissa@jordanrichardspllc.com
jake@jordanrichardspllc.com
livia@jordanrichardspllc.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing motion was filed and served on all parties listed below via CM/ECF on November 14, 2018.

By: /s/ Jordan Richards
JORDAN RICHARDS, ESQUIRE
Florida Bar No. 108372

SERVICE LIST

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS Latoya Williams, and all others similarly situated under 29 U.S.C. 216(b) DEFENDANTS TREATMENT PARTNERS OF AMERICA LLC, and SCOTT FRANKEL,

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number) USA Employment Lawyers - Jordan Richards, PLLC, 805 E. Broward Blvd., Suite 301, Fort Lauderdale, Florida 33301 (954) 871-0050

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation Transfer
7 Appeal to District Judge from Magistrate Judgment
8 Multidistrict Litigation - Direct File
9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO DOCKET NUMBER:

VII. CAUSE OF ACTION 29 USC 206 - Federal Minimum Wage Violations; 29 U.S.C. 216 FLSA Retaliation Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint:

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE 11/14/2018 SIGNATURE OF ATTORNEY OF RECORD JURY DEMAND: Yes No

FOR OFFICE USE ONLY RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

LATOYA WILLIAMS, and all others similarly situated
under 29 U.S.C. 216(b),

Plaintiff(s)

v.

TREATMENT PARTNERS OF AMERICA LLC, a
Florida limited liability company, and SCOTT
FRANKEL, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

TREATMENT PARTNERS OF AMERICA LLC
Attn: Registered Agent - Chad Altieri, Esq.
247 SW 8th Street
Suite 414
Miami, Florida 33130

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:

Jordan Richards, Esquire
USA Employment Lawyers - Jordan Richards PLLC
805 E. Broward Blvd. Suite 301
Fort Lauderdale, Florida 33301

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: 11/14/2018

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 _____.

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:

Print

Save As...

Reset

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

LATOYA WILLIAMS, and all others similarly situated
under 29 U.S.C. 216(b),

Plaintiff(s)

v.

TREATMENT PARTNERS OF AMERICA LLC, a
Florida limited liability company, and SCOTT
FRANKEL, individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

SCOTT FRANKEL
6909 SW 18th Street
Suite A203
Boca Raton, FL 33433

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:

Jordan Richards, Esquire
USA Employment Lawyers - Jordan Richards PLLC
805 E. Broward Blvd. Suite 301
Fort Lauderdale, Florida 33301

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: 11/14/2018

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 _____.

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:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Treatment Partners of America Sued Over Allegedly Unpaid Wages](#)
