

Court of Common Pleas of Philadelphia County
 Trial Division
Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
AUGUST 2016
 E-Filing Number: 1608009733 **000491**

PLAINTIFF'S NAME LATISHA REED		DEFENDANT'S NAME BAYADA	
PLAINTIFF'S ADDRESS 203 PHILADELPHIA AVE SHILLINGTON SHILLINGTON PA 19607		DEFENDANT'S ADDRESS 290 CHESTER AVE MOORESTOWN NJ 08057	
PLAINTIFF'S NAME NADEEN PIERRE		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS 501 GROVE AVE APT 308 MONTOUR MONTOUR PA 19850		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input checked="" type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input checked="" type="checkbox"/> Other: CLASS ACTION		
CASE TYPE AND CODE C1 - CLASS ACTION			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED PRO PROTHY AUG 03 2016 M. BRYANT	
		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>LATISHA REED , NADEEN PIERRE</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY MICHAEL D. SHAFFER		ADDRESS SHAFFER & GAIER 8 PENN CENTER-SUITE 400 1628 JFK BOULEVARD PHILADELPHIA PA 19103	
PHONE NUMBER (215) 751-0100	FAX NUMBER (215) 751-0723		
SUPREME COURT IDENTIFICATION NO. 60191		E-MAIL ADDRESS mshaffer@shaffergaier.com	
SIGNATURE OF FILING ATTORNEY OR PARTY MICHAEL SHAFFER		DATE SUBMITTED Wednesday, August 03, 2016, 04:19 pm	

**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA**



**LATISHA REED and NADEEM PIERRE,
individually and on behalf of all others
similarly situated,**

Plaintiffs,

v.

BAYADA HOME HEALTH CARE, INC.

Defendant.

: **CIVIL ACTION NO.**
:
: **, 2016**
:
: **CLASS ACTION**
:
: **JURY TRIAL DEMANDED**
:
:
:

NOTICE TO DEFEND

NOTICE	AVISO
<p>You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. <i>You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.</i></p> <p align="center">Philadelphia Bar Association Lawyer Referral and Information Service One Reading Center Philadelphia, Pennsylvania 19107 (215) 238-6333 TTY (215) 451-6197</p>	<p>Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar un comparencia escrita o en persona o con un abogado entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se le avisado que si usted no se defiende, la corte tomara medidas para continuar la demanda en contra suya sin previo aviso notificacion. Ademias, la corte puede decidir a favor de la demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted. <i>Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.</i></p> <p align="center">Asociacion De Licenciados De Filadelfia Servicio De Referencia E Informacion Legal One Reading Center Filadelfia, Pennsylvania 19107 (215) 238-6333 TTY (215) 451-6197</p>

**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA**

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BAYADA HOME HEALTH CARE, INC.,	:	JURY TRIAL DEMANDED
	:	
Defendant.	:	
	:	
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CLASS ACTION COMPLAINT

Plaintiffs, Latisha Reed and Nadeem Pierre (collectively "Plaintiffs") individually and on behalf of all others similarly situated, bring claims as a class action lawsuit against Defendant, Bayada Home Health Care, Inc. ("Defendant" or "Bayada") seeking all available relief under the Pennsylvania Minimum Wage Act, 43 P.S. §§ 333.101, *et seq.* ("PMWA") and the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, *et seq.* ("WPCL"). The following allegations are based on personal knowledge as to Plaintiffs' own conduct and are made on information and belief as to the acts of others.

PARTIES

1. Plaintiff, Latisha Reed ("Reed") is a resident of the Commonwealth of Pennsylvania, residing at 203 Philadelphia Ave., Shillington PA 19607. During the relevant time period, Reed worked as an hourly, non-exempt in-home Licensed Practical Nurse ("Nurse(s)") for Defendant in Pennsylvania.

2. Plaintiff Nadeem Pierre ("Pierre") is a resident of the Commonwealth of Pennsylvania residing at 501 Grove Ave, Apt. 308, Montour PA 19850. During the relevant time

period, Reed worked as an hourly, non-exempt in-home Licensed Practical Nurse for Defendant in Pennsylvania

3. Defendant Bayada Home Health Care, Inc. is a Pennsylvania corporation headquartered in Moorestown, New Jersey.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over Bayada because it is incorporated in Pennsylvania and offers its services throughout the Commonwealth. Bayada has personal and continuous contacts in Pennsylvania.

5. Venue in this Court is proper under Pennsylvania Rules of Civil Procedure 1006 and 2179, because Defendant maintains offices in Philadelphia County and regularly conducts business in Philadelphia County.

FACTS

6. Defendant is engaged in the business of providing in-home healthcare services throughout the Commonwealth of Pennsylvania, and the United States. Bayada employs 23,000 people in 22 states and brings in \$1.1 billion in annual revenue.¹ Upon information and belief, Defendant maintains over 300 offices throughout the United States and many in the Commonwealth.

7. Defendant employed Plaintiffs and continues to employ over hundreds of similarly situated Nurses, as well as other types of employees, including therapists, home health aides, medical social workers and other health care professionals.

¹ <http://www.courierpostonline.com/story/news/local/south-jersey/2016/06/28/bayada-founder-donate-company/86482578/>

8. Plaintiffs are Nurses who have received the required education and training from accredited nursing programs to conduct in-home health care services. The Nurses provide care for people of all ages but especially elderly patients, children, and people with disabilities.

9. In order to provide the necessary services to Bayada's clients, Nurses must possess the expertise to provide adequate and professional care, including, but not limited to, administering medications and nursing treatments and care. Bayada claims that its Nurses will receive "ongoing training in best practices, new protocols, state-of-the-art technologies, safety, and communication" (<https://www.bayada.com/careers>), but does not mention that they do not get paid for this.

10. Indeed, Bayada touts, in its "mission statement" entitled "The BAYADA Way" that its Nurses and other healthcare professionals are its "greatest asset" and are the "...heart of BAYADA" and also touts that its Nurses are trustworthy and compassionate caretakers because of the great deal of time they spend interacting with patients and their families every day.

11. Plaintiffs and similarly situated Nurses are paid an hourly wage rate between \$15 and \$30 per hour depending on the level of care provided and the reimbursement rate from the applicable insurance provider.

12. Plaintiffs bring this claim against Defendant for its failure to properly compensate Plaintiffs and similarly situated Nurses for their total time worked and for time logged in excess of 40 hours per week. Specifically, Plaintiffs and Nurses were and are not compensated for pre-shift work, time spent reviewing charts, reporting to other Nurses or other health care professionals at shift changes, and mandatory "In-Service" training sessions.

Uncompensated Pre-Shift Work

13. Prior to leaving home and traveling to visit their patient, Nurses are required to review the medical history of their patients, including prescribed drugs and treatments. All of this critical information is typically provided via email to the health Nurses as a many-paged attachment which fully details a patient's diagnoses, medication needs, a basic nutrition plan, therapy sessions, and a care plan with goals with any potential side effects. All of this prior research and review of patient information is standard health care protocol and required for the Nurse or other health care professional to meet the applicable standard of care for the respective patient. The time expended for research and review performed by the Nurse is an integral part of the employees' duties and responsibilities and is not compensated by Bayada.

14. Nurses receive the email at their home private email accounts from Bayada, which includes the medical records, history, and other information about the patient they will be treating. The Nurses must know how to administer drugs, the proper dosages, potential side effects, and sufficient alternatives. If a Nurse is unfamiliar with a certain drug or treatment, he/she is required to perform research in order to be able to properly administer the treatment and/or medication and properly familiarize themselves with any potential side effects.

15. Nurses are also required to review summaries about a patient's attitude and idiosyncrasies, the patient's family details, and other pertinent information regarding the patient and the relevant household. For example, when caring for a child, a Nurse must know whether that child has siblings, whether pets are in the home, and the schedules of the child's parents. All of this research and review of patient information must be completed before a Nurse begins a shift to meet the applicable standard of care. This work is integral to performing the employees' duties and responsibilities and is not compensated by Bayada.

Uncompensated Reporting Time at Shift Changes

16. At shift changes, departing Nurses are required to provide a detailed report to the oncoming care giver. This important communication is critical to the Nurse meeting the applicable standard of care. The transfer of information (along with authority and responsibility) during transitions in care across the continuum includes, but is not limited to, an opportunity to ask questions, clarify and confirm the respective care and treatment plan for each patient. The communication between the oncoming and outgoing Nurses includes communication between the change of shift, communication between Nurses or other care providers about patient care, handoff, records, and information tools to assist in communication between care providers about patient care. The shift report is also a mechanism for transferring information, primary responsibility, and authority from one or a set of caregivers, to oncoming staff.

17. Likewise, at shift changes, oncoming Nurses are also required to meet with the departing Nurse to discuss the pertinent patient information including any adjustments or concerns required for the oncoming shift. This is a vital part of the Nurses' duties and responsibility and is integral to meeting the applicable standard of care.

18. The work performed during shift changes averages 15 minutes per shift. Despite the fact that this report is crucial to the patient care, Bayada does not compensate the health care professionals for this time. As a result, Nurses are not compensated for approximately 15 minutes per shift.

Uncompensated "In-Service" Sessions

19. Bayada frequently requires its Nurses to complete mandatory "In-Service" sessions. These sessions are designed to train Nurses on new requirements or processes to follow or to improve a Nurse's performance in existing practices. The topics of these sessions

can range from how to properly dose medications to guidelines or how to create a correct Nurse's record. These mandatory trainings were required by Bayada, and were not part of any certification or licensure requirement imposed by the Commonwealth of Pennsylvania.

20. For example, on one of Reed's recent performance reviews, Plaintiff was told to complete three courses at Bayada University, so that she could appropriately treat her clients with a particular diagnosis, but Plaintiffs and Class members, must complete these courses on their own time without compensation.

21. The "In-Service" sessions are always mandatory for Nurses and they can be presented in numerous ways including lectures, video recordings, demonstrations, or independent learning. Although Plaintiffs and Nurses must participate, Plaintiffs and Class Members are not compensated for their completion of "In-Service" sessions no matter the topic or amount of time required for completion.

22. Moreover, after an "In-Service" session, Nurses must complete a post-test to demonstrate their comprehension of the information from the session. Unsurprisingly, the Nurses are not compensated for the time taken to finish a post-test.

23. Further, on information and belief, Bayada knows when Plaintiffs or Class members viewed and completed the "In-Service" sessions.

24. Nurses receive, and are required to review, various rules and guidelines, which they must review and study when they are not with patients. For example, there are guidelines for completing verbal orders/addendums, guidelines for completing nurses' shift note and time records, and guidelines for completing medication/treatment records, to name a few.

25. Depending on their job performance, Nurses can be required to complete one to two “In-Service” sessions and post-tests per month, which often can add up to more than 2 hours of unpaid time worked per month.

26. Further, after completing their work for a particular week, Plaintiffs are required to physically drop off their paperwork at Bayada’s office. Although, Bayada electronically transmits patient information to Plaintiffs and Class members, it does not provide the same electronic mechanism for Plaintiffs to provide their time entries for the applicable week.

CLASS ACTION ALLEGATIONS

27. Plaintiffs bring this action individually and on behalf of the following class:

All current and former employees of Bayada Home Health Care, Inc. who worked in the Commonwealth of Pennsylvania from August 3, 2013 through the date of final disposition of this action as hourly paid Home Health Care Nurses (the “Class” or collectively, “Class Members”).

28. This action challenges Defendant’s common business policy or practice of failing to pay Nurses for work performed outside of their scheduled shift for failing to pay overtime compensation and time-and-one-half times regular pay to Class Members for time worked over 40 hours in a workweek.

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

30. The Class easily numbers over 100 members and, as such, is so numerous that joinder of all individual members is impracticable.

31. Defendant’s conduct with respect to Plaintiffs and the Class raises questions of law and fact that are common to the entire Class, including, without limitation:

- a. Whether Bayada has engaged in a common course of failing to compensate Class Members for all hours worked, including overtime;

- b. Whether Bayada has engaged in a common course of requiring or permitting Class Members to work off the clock without compensation;
- c. Whether Bayada has engaged in a common course of requiring or permitting Class Members not to report all hours worked;
- d. Whether Bayada has engaged in a common course of failing to maintain true and accurate time records for all hours worked by Class Members;
- e. Whether Bayada has violated Pennsylvania state law; and
- f. The nature and extent of class-wide injury and the measure of compensation for such injury.

32. Plaintiffs' claims and Bayada's defenses are typical of the claims and defenses of the entire Class because, *inter alia*, all claims are based on the same legal theories and remedies. Furthermore, Plaintiffs' legal position regarding their entitlement to unpaid wages and overtime compensation under the PMWA and WPCL is sufficiently aligned with the interests of the Class as a whole so that pursuit of Plaintiffs' own interests will address the Class as a whole.

33. Plaintiffs will fairly and adequately assert and protect the interests of the Class because, *inter alia*: (a) Plaintiffs are represented by experienced class action counsel who are well-prepared to vigorously and competently litigate this action on behalf of the Class; (b) Plaintiffs and their counsel are free of any conflicts of interest that prevent them from pursuing this action on behalf of the Class; and (c) Plaintiffs and their counsel have adequate financial resources to assure that the interests of the Class will not be harmed.

34. A class action provides a fair and efficient method for adjudication of the controversy because, *inter alia*:

- a. The previously mentioned common questions of law and fact predominate over any questions affecting Plaintiffs or any individual Class Member;
- b. All Class Members are easily identifiable through Defendant's records and computer files, and no foreseeable difficulties in the management of this action as a class action exist;

- c. The monetary damages sought on behalf of the Class are readily calculated and attributable to Class Members;
- d. The injunctive relief sought on behalf of the Class is easily administered and enforceable;
- e. Maintenance of the instant litigation as a class action protects against the risks of inconsistent or varying adjudications that might result if individual Class Members were to commence independent actions in various courthouses throughout the Commonwealth;
- f. Plaintiffs are not aware of any other private civil actions commenced by or against the Class Members concerning the issues raised in this action;
- g. Because Defendant conducts a substantial amount of business in Philadelphia County, this Court is an appropriate forum for the litigation of the claims of the entire Class;
- h. The complexities of the issues and the expense of litigating the separate claims of individual Class Members weigh in favor of class certification. For example, in the instant action, Plaintiffs will seek and present evidence concerning, *inter alia*, Defendant's common compensation and payroll practices. The gathering and presentation of such evidence in multiple proceedings would be inefficient, redundant, and unjustifiably expensive. The class action device, when compared to multiple proceedings, presents far fewer management difficulties and provides the benefits of unitary adjudication, economies of scale, and comprehensive supervision by a single court. Concentrating this litigation in one forum promotes judicial economy and efficiency and promotes parity among the claims of individual Class Members as well as judicial consistency. Thus, the conduct of this action as a state-wide class action conserves the resources of the parties and the court system, protects the rights of each Class Member, and meets all due process requirements as to fairness to Defendant. Adequate notice of this class action can be provided to the Class Members by hand distribution and direct mail; and
- i. Because the damages sustained by individual Class Members are relatively small compared to the resources of Defendant and the costs of individual litigation, it is impracticable and unrealistic for individual Class Members to independently pursue litigation against Defendant in order to vindicate their rights.

COUNT I
VIOLATION OF THE PENNSYLVANIA MINIMUM WAGE ACT OF 1968
43 P.S. § 333.101, et seq.

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

36. The relevant time period for this cause of action begins at least three years before the date on which the Complaint is filed.

37. Defendant is an employer covered by the overtime pay mandates of the PMWA, and Plaintiffs and Class Members are employees entitled to the PMWA's protections.

38. The PMWA requires that employees receive overtime compensation "not less than one and one-half times" the employee's regular rate of pay for all hours worked over 40 in a workweek. *See* 43 P.S. § 333.104(c).

39. While the PMWA contains certain exemptions from its overtime and minimum wage requirements for employees that provide domestic services, *see* 43 P.S. § 333.105(a)(2), these exemptions – which are significantly stricter than exemptions under the federal Fair Labor Standards Act – do not apply to Plaintiffs and the Class.

40. Defendant violated the PMWA by failing to pay Plaintiff and the Class compensation calculated at the legally mandated overtime premium for hours worked over 40 during the workweek.

41. Plaintiffs and other similarly situated Nurses are therefore owed damages pursuant to the PMWA as a result of the actions or inactions of Defendant.

COUNT II
VIOLATION OF THE WAGE PAYMENT and COLLECTION LAW
43 P.S. § 260.1, et seq.

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

43. The relevant time period for this cause of action begins at least three years before the date on which the Complaint is filed.

44. As set forth in detail above, there existed between Defendant on the one hand and Plaintiffs and similarly situated Nurses on the other hand, a contractual agreement and/or promise to pay wages and overtime. Defendant breached these agreements by failing to pay all wages due to its employees.

45. In the alternative, there was an oral contract and/or implied contract between Plaintiffs and similarly situated Nurses and Bayada by which Plaintiffs and similarly situated Nurses agreed to and did provide work for Bayada and it agreed to fully pay Plaintiffs and similarly situated Nurses for wages and overtime, as set forth above, but failed to do so. As a result, Bayada breached the oral contract and/or implied contract by refusing and failing in good faith to pay proper wages and overtime. Plaintiffs and similarly situated Nurses have performed all of the conditions, covenants and promises required in accordance with the parties' oral and/or implied contract by performing work as promised.

46. Defendant has intentionally failed to pay the wages due as set forth in the preceding paragraphs of this Complaint to Plaintiffs and the Class, in violation of Pennsylvania Code, 43 P.S. § 260.3.

47. Defendant is not permitted by state or federal law, or by order of a court of competent jurisdiction, to withhold or divert any portion of Plaintiffs' and Class Members' wages that concern this lawsuit.

48. Defendant does not have written authorization from Plaintiffs or the Class Members to withhold, divert, or deduct any portion of their wages that concern this lawsuit.

49. Pursuant to 43 P.S. §§ 260.9a and 260.10, employers, such as Defendant, who intentionally fail to pay an employee wages in conformance with the WPCL shall be liable to the employee for the wages or expenses that were intentionally not paid, liquidated damages, court costs and attorneys' fees and expenses incurred in recovering the unpaid wages.

50. Defendant has violated the WPCL by failing to pay Plaintiffs and the Class when due on regularly scheduled paydays, for all compensable time and by failing to pay Plaintiffs and the Class members for all work time, including overtime, at the promised rate and pursuant to the agreement to pay wages and Plaintiffs and the Class are entitled to damages therefore.

JURY TRIAL DEMANDED

Plaintiffs demand a jury trial as to all claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the Class seek the following relief:

- A. That this action may proceed as a class action pursuant to Pennsylvania Rule of Civil Procedure 1708;
- B. That Plaintiffs' counsel be appointed as counsel for the Class;
- C. On Count I (Violation of the PMWA):
 - i. An award to Plaintiffs and Class Members of damages in the amount of unpaid overtime compensation, including interest thereon, and penalties subject to proof;
 - ii. An award to Plaintiffs and Class Members of reasonable attorneys' fees and costs pursuant to the PMWA;
- D. On Count II (Violation of the WPCL):
 - i. An award to Plaintiffs and Class Members of damages for the amount of unpaid wages, including unpaid overtime, in addition to interest and penalties subject to proof;

- ii. An award to Plaintiffs and Class Members of liquidated damages in an amount equal to twenty-five percent of the total amount of wages due, or \$500, whichever is greater, pursuant to the WPCL, 43 P.S. § 260.10;
- iii. An award to Plaintiffs and Class Members of reasonable attorneys' fees and costs pursuant to the WPCL;
- E. An injunction prohibiting Defendant from engaging in future violations of the PMWA provisions discussed above;
- F. Payment of unpaid regular and overtime wages due to Plaintiffs and Class Members to the fullest extent permitted under the law;
- G. An award of liquidated damages, interest, and monetary penalties to Plaintiffs and the Class members to the fullest extent permitted under the law;
- H. An award of litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the law; and
- I. Such other and further relief as this Court deems just and proper.

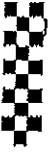
Dated: August 2, 2016

s/ Michael D. Shaffer
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VERIFICATION

I hereby certify that the statements contained in the forgoing Civil Action Complaint are true and correct to the best of my knowledge, information and belief and these statements are made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

DATE: 8/9/16