

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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MARGIE CARTER, *individually and on  
behalf of those similarly situated,*

Plaintiff,

v.

ANGELS OF CARE, LLC and  
EDISON RAPI

Defendants.

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No. 2:24-cv-00790-MMB

**JURY TRIAL DEMANDED**

**FIRST AMENDED INDIVIDUAL COLLECTIVE, AND CLASS ACTION COMPLAINT**

Named Plaintiff Margie Carter (hereinafter referred to as “Named Plaintiff”), individually and on behalf of those similarly situated, by and through undersigned counsel, hereby complains as follows against Defendants Angels of Care LLC and Edison Rapi (hereinafter referred to as “Defendant”).

**INTRODUCTION**

1. Named Plaintiff has initiated the instant action to redress Defendants’ violations of the Pennsylvania Minimum Wage Act (“PMWA”), Pennsylvania Wage Payment and Collection Law (“PWPCCL”), Pennsylvania Whistleblower Law (“PWL”) and Fair Labor Standards Act (“FLSA”).

2. Under the FLSA, PMWA, and PWPCCL, Named Plaintiff asserts that Defendants failed to pay Named Plaintiff and those similarly situated all overtime wages earned and all promised wages.

3. Under the FLSA and PWL, Named Plaintiff alleges that Defendants discharged Named Plaintiff in retaliation of her repeated complaints and opposition to Defendants’ failure to

pay all overtime wages earned in violation of the FLSA and PWL As a result of Defendants' unlawful actions, Named Plaintiff and those similarly situated have suffered damages.

### **PARTIES**

4. The foregoing paragraphs are incorporated herein as if set forth in full.

5. Named Plaintiff is an adult individual who resided in Pennsylvania and worked for Defendants in Pennsylvania.

6. Defendant Angels of Care LLC is a company operating in Pennsylvania.

7. Defendant Edison Rapi is the owner of Defendant Angels of Care LLC.

8. Defendants are an "enterprise" as defined by the FLSA, 29 U.S.C. § 203(r)(1), and are engaged in commerce within the meaning of the FLSA, § 203(b), (s)(1).

9. Defendants employ individuals who handle or otherwise working on goods or materials that have been moved in or produced for commerce by any person, including but not limited to Defendant Angels of Care LLC's website.

10. Defendants' gross annual sales made or business done have been \$500,000 or greater per year at all relevant times.

11. At all times relevant herein, Defendants acted by and through their agents, servants, and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for Defendants.

### **CLASS ACTION ALLEGATIONS**

12. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

13. Named Plaintiff brings his claims asserting violations of the PMWA and PWPCCL as a class action pursuant to Pennsylvania Rules of Rules of Civil Procedure 1701, et seq. individually and on behalf of all persons presently and formerly employed by Defendants as

caregivers in Pennsylvania whom, on at least one pay date during the period beginning three years prior to the date that the instant action was initiated through the present, worked more than 40 hours in a workweek and were subject to Defendants' pay practices and policies discussed herein (the members of this putative class are referred to as "Class Plaintiffs").

14. The class is so numerous that the joinder of all class members is impracticable. Named Plaintiff does not know the exact size of the class, as such information is in the exclusive control of Defendants; however, on information and belief, the number of potential class members is more than forty (40) employees.

15. Named Plaintiff's claims are typical of the claims of the putative class members, because Named Plaintiff, like all Class Plaintiffs, was subject to the same wage and hour policies and practices of Defendants described herein.

16. Named Plaintiff will fairly and adequately protect the interests of the putative class because Named Plaintiff's interests are coincident with, and not antagonistic to, those of the class. Named Plaintiff has retained counsel with substantial experience in the prosecution of class claims involving employee wage disputes.

17. Defendants have acted and refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole insofar as Defendants have applied consistent unlawful wage policies to the entire class and have refused to end these policies.

18. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action. The class will be easily identifiable from Defendants' records.

19. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Such treatment will allow all similarly situated individuals to prosecute their common claims in a single forum simultaneously. Prosecution of separate actions by individual members of the putative class would create the risk of inconsistent or varying adjudications with respect to individual members of the class that would establish incompatible standards of conduct for Defendants. Furthermore, the amount at stake for individual putative class members may not be great enough to enable all the individual putative class members to maintain separate actions against Defendants.

20. Questions of law and fact that are common to the members of the class predominate over questions that affect only individual members of the class. Among the questions of law and fact that are common to the class are 1) whether Defendants paid Named Plaintiff and Class Plaintiffs at least one and one-half times their regular rates for hours worked more than 40 hours in a workweek; and 2) whether Defendants' conduct in failing to pay Named Plaintiff and Class Plaintiffs owed overtime wages was/is willful and based upon any reasonable interpretation of the law.

### **COLLECTIVE ACTION ALLEGATIONS**

21. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

22. In addition to bringing this action individually, Named Plaintiff brings this action for violations of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all persons presently and formerly employed by Defendants as caregivers in Pennsylvania whom, on at least one pay date during the period beginning three years prior to the date that the instant action was initiated through the present, worked more than

40 hours in a workweek and were subject to Defendants' pay practices and policies discussed herein (the members of this putative class also are referred to as "Class Plaintiffs").

23. Named Plaintiff and Class Plaintiffs are similarly situated, have substantially similar pay provisions and are all subject to Defendants' policies and practices as discussed infra.

24. There are numerous similarly situated current and former employees of Defendants who were improperly compensated for overtime work in violation of the FLSA and who would benefit from the issuance of a Court Supervised Notice of the instant lawsuit and the opportunity to join in the present lawsuit.

25. Similarly situated employees (i.e., Class Plaintiffs) are known to Defendants, are readily identifiable by Defendants, and can be located through Defendants' records.

26. Therefore, Named Plaintiff should be permitted to bring this action as a collective action individually and on behalf of those employees similarly situated, pursuant to the "opt-in" provisions of the FLSA, 29 U.S.C. § 216(b).

### **FACTUAL BACKGROUND**

27. The foregoing paragraphs are incorporated herein as if set forth in full.

28. Upon information and belief, Defendant Angels of Care receives/received funds from the Commonwealth of Pennsylvania, including but not limited to funds received through 2020 Act 24 and 2022 Act 54, which were enacted by Pennsylvania General Assembly and signed by Governor Tom Wolf.

29. From in or around April 2022 to on or around June 24, 2022, Named Plaintiff worked for Defendants as a caregiver.

**Wage and Hour Violations**  
**(Named Plaintiff/Class Plaintiffs v Defendant)**

30. Defendants paid/pay Named Plaintiff an hourly rate.
31. Upon hiring Named Plaintiff, Defendants agreed to pay Named Plaintiff an hourly rate of \$15.00 per hour.
32. Named Plaintiff regularly worked more than 40 hours in a workweek.
33. Up until late-December 2022, Defendants did not pay Named Plaintiff at least one and one-half times her regular rate for hours worked more than 40 hours in a workweek.
34. Thereafter, Defendants paid Named Plaintiff one and one-half times her regular rate for overtime hours but only after reducing her base hourly rate by \$1.00, from \$15.00 to \$14.00 per hour in violation.
35. Defendants paid/pay Class Plaintiffs an hourly rate agreed to upon each Class Plaintiff's hiring.
36. Class Plaintiffs regularly worked/work more than 40 hours in a workweek.
37. Defendants regularly failed/fail to pay Class Plaintiffs at least one and one-half times their regular rates for hours worked more than 40 hours in a workweek.
38. To the extent Defendants ever paid/pay Class Plaintiffs one and one-half times their regular rates for overtime hours, Defendants does so only after reducing their base hourly rates below the agreed-upon rate.
39. Defendants' failure to pay Named Plaintiff and Class Plaintiffs overtime wages at the proper overtime rate resulted in a failure to pay overtime wages earned as required by the PMWA, PWPCCL, and FLSA.
40. Defendants' failure to pay Named Plaintiff and Class Plaintiffs their promised base hourly rates resulted in a failure to pay all wages earned as required by the PWPCCL.

**Wrongful Termination/Retaliation**  
**(Named Plaintiff v. Defendants)**

41. The foregoing paragraphs are incorporated herein as if set forth in full.

42. Approximately three months into her employment, Named Plaintiff complained to Defendant Rapi about not receiving overtime wages.

43. Defendant Rapi told Named Plaintiff he would “fix it” and pay her an “overtime rate” of \$19 per overtime hour going forward, which is less than one and one-half times the regular rate she earned, which based on her \$15.00 per hour rate should have been \$22.50 per overtime hour.

44. Moreover, Defendant Rapi decreased Named Plaintiff’s base hourly rate from \$15 per hour to \$14 per hour in retaliation for Named Plaintiff’s complaint of unpaid overtime wages.

45. Thereafter, in or around September 2022, Named Plaintiff again complained to Defendant Rapi about not receiving proper overtime pay and the fact that her rate had been reduced to and remained at \$14 per hour, \$1 below the rate Defendant Rapi had agreed to pay Named Plaintiff upon her hiring.

46. Instead of paying the wages owed to Named Plaintiff, Defendant Rapi told Named Plaintiff that he could not pay her allegedly because of the company’s alleged poor financial situation.

47. For the next year and a half, Named Plaintiff continued to complain to Defendant Rapi about the overtime violations and retaliation, but Defendant refused to remedy the issues.

48. Named Plaintiff made her final complaint on or around June 22, 2023.

49. On that day, Named Plaintiff went to Defendant Angels of Care and met with Defendant Rapi’s wife (First Name Unknown), who worked for Defendants as a Coordinator (hereinafter Defendant Rapi’s wife is referred to as “Coordinator Rapi”).

50. Named Plaintiff complained to Coordinator Rapi about not getting paid for overtime and not receiving the correct base hourly rate.

51. In response, Coordinator Rapi said Named Plaintiff could leave if she was dissatisfied, and Named Plaintiff responded that she wanted to continue working for Defendants.

52. Upon information and belief, Coordinator Rapi informed Defendant Rapi of Named Plaintiff's complaint.

53. Thereafter, on or around the same day, Defendant Rapi emailed her informing her that Defendants were terminating her employment, providing a letter, dated June 22, 2023, stating that "as of 6/24/2023, [Defendant] Angels of Care [] will no longer require the services of [Named Plaintiff], thus relieving her of her duties as an employee."

54. Defendants fired Named Plaintiff in retaliation for her repeated complaints of Defendants violation of overtime laws and failure to pay her promised hourly rate and complaints of retaliation in response to said complaints.

55. As a results of Defendants' foregoing actions, Named Plaintiff has suffered damages.

**COUNT I**  
**Violations of the Pennsylvania Minimum Wage Act ("PMWA")**  
**(Failure to pay Owed Overtime Wages)**  
**(Named Plaintiff and Class Plaintiffs v. Defendants)**

56. The foregoing paragraphs are incorporated herein as if set forth in full.

57. At all times relevant herein, Defendants have and continue to be an "employer" within the meaning of the PMWA.

58. At all times relevant herein, Defendants was/are responsible for paying wages to Named Plaintiff and Class Plaintiffs.



59. At all times relevant herein, Named Plaintiff and Class Plaintiffs were/are employed with Defendants as “employees” within the meaning of the PMWA.

60. Under the PMWA, an employer must pay an employee at least one and one-half times his or her regular rate of pay for each hour worked more than 40 hours in a workweek.

61. Defendants’ conduct in failing to pay Named Plaintiff and Class Plaintiffs proper overtime compensation for all hours worked more than forty hours in a workweek violated the PMWA.

62. Defendants’ conduct caused Named Plaintiff and Class Plaintiffs to suffer damages.

## **COUNT II**

### **Violations of the Pennsylvania Wage Payment and Collection Law (“PWPCCL”) (Failure to Pay Owed Wages) (Named Plaintiff and Class Plaintiffs v. Defendants)**

63. The foregoing paragraphs are incorporated herein as if set forth in full.

64. Defendants’ conduct in failing to pay Named Plaintiff and Class Plaintiffs all wages earned, including earned overtime wages and/or their promised base hourly rates, violated the PWPCCL.

65. Defendants’ conduct in failing to properly pay Named Plaintiff and Class Plaintiffs is/was willful and is/was not based upon any reasonable interpretation of the law.

66. Defendants’ conduct caused Named Plaintiff and Class Plaintiffs to suffer damages.

## **COUNT III**

### **Violations of the Fair Labor Standards Act (“FLSA”) (Failure to pay Overtime Compensation) (Named Plaintiff and Class Plaintiffs v. Defendants)**

67. The foregoing paragraphs are incorporated herein as if set forth in full.

68. At all times relevant herein, Defendants have and continue to be an employer within the meaning of the FLSA.

69. At all times relevant herein, Named Plaintiff and Collective Plaintiffs were/are employed by Defendants as “employees” within the meaning of the FLSA.

70. At all times relevant herein, Defendants was/are responsible for paying wages to Named Plaintiff and Collective Plaintiffs.

71. Under the FLSA, an employer must pay a non-exempt employee at least one and one-half times his or her regular rate for each hour worked more than 40 hours in a workweek.

72. Defendants’ violations of the FLSA include failing to pay Named Plaintiff and Collective Plaintiffs at least one and one-half times their regular rates for hours worked more than 40 hours in a workweek.

73. Defendants’ conduct in failing to pay Named Plaintiff and Collective Plaintiffs proper overtime wages was/is willful and was/is not based upon any reasonable interpretation of the law.

74. As a result of Defendants’ unlawful conduct, Named Plaintiff and Collective Plaintiffs have suffered damages as set forth herein.

**COUNT IV**  
**Violations of the Pennsylvania Whistleblower Law (“PWL”)**  
**(Wrongful Termination/Retaliation)**  
**(Named Plaintiff v. Defendants)**

75. The foregoing paragraphs are incorporated herein as if set forth in full.

76. At all times relevant herein, Named Plaintiff was an employee as defined by the PWL.

77. At all times relevant herein, Defendants were employers within the meaning of the PWL.

78. At all times relevant herein, Defendant Angels of Care was a “public body” within the meaning of the PWL.

79. As Named Plaintiff filed her initial Complaint in this matter on December 19, 2023, she filed this action within 180 days of Defendants’ unlawful termination of her employment.

80. Defendants discharged Named Plaintiff in retaliation of her repeated complaints of violations of overtime laws.

81. As a result of Defendant’s actions, Named Plaintiff has suffered damages as set forth herein.

**COUNT V**  
**Violations of the Fair Labor Standards Act (“FLSA”)**  
**(Wrongful Termination/Retaliation)**  
**(Named Plaintiff and Class Plaintiffs v. Defendants)**

82. The foregoing paragraphs are incorporated herein as if set forth in full.

83. Defendants’ violations of the FLSA include firing Named Plaintiff in retaliation for her repeated complaints of violations of legal overtime protections.

84. Defendant’s conduct was willful and was not based upon any reasonable interpretation of the law.

85. As a result of Defendants’ unlawful conduct, Named Plaintiff has suffered damages as set forth herein.

**WHEREFORE**, Named Plaintiff and Class Plaintiffs pray that this Court enter an Order providing that:

A. Defendants are to be prohibited from continuing to maintain its illegal policy, practice or custom in violation of state law;

B. Defendants are to compensate, reimburse, and make Named Plaintiff and Class Plaintiffs whole for any and all pay and benefits they would have received had it not been for Defendants' illegal actions;

C. Named Plaintiff and Class Plaintiffs are to be awarded liquidated damages in an amount equal to 25% their unpaid wages under the PWPCCL;

D. Named Plaintiff and Class Plaintiffs are to be awarded liquidated damages in an amount equal to 100% of their unpaid wages under the FLSA;

E. Named Plaintiff is to be awarded actual damages as well as damages for mental anguish and/or emotional distress and/or humiliation and/or damage to his reputation and/or pain and suffering and is to be accorded any and all other equitable and legal relief as the Court deems just, proper, and appropriate;

F. Named Plaintiff and Class Plaintiffs are to be awarded the costs and expenses of this action and reasonable legal fees as provided under applicable law;

G. Named Plaintiff and Class Plaintiffs are to be awarded any and all other equitable and legal relief as the Court deems appropriate;

H. Named Plaintiff's and Class Plaintiffs' claims are to receive a trial by jury.

Respectfully Submitted,

/s/ Matthew D. Miller

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Dated: April 9, 2024