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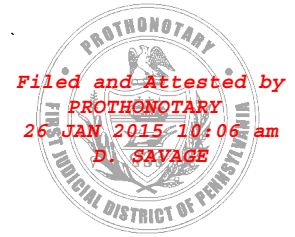
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DAVID HARDRICK, on behalf
of himself all and others similarly situated,

Plaintiffs,

PENNSYLVANIA

v.

LEADERSHIP LEARNING PARTNERS
CHARTER SCHOOL, d/b/a WALTER
D. PALMER LEADERSHIP LEARNING
PARTNERS CHARTER SCHOOL;
WALTER D. PALMER;
DAVID WEATHINGTON;
JACK PUND;
JOHN DOE 1, 2, & 3
and JANE DOE 1, 2 & 3

Defendants.

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: **IN THE COURT OF COMMON PLEAS**
: **PHILADELPHIA COUNTY,**
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: **CIVIL ACTION No.**
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:
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: **CLASS ACTION**
: **AND ACTION FOR**
: **DECLARATORY JUDGMENT**
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: **JURY TRIAL DEMANDED**

COMPLAINT

PRELIMINARY STATEMENT

On behalf of himself and a class of former employees of Leadership Learning Partners Charter School, Plaintiff David Hardrick (hereinafter "Plaintiff" or "Hardrick") seeks redress for underpayment of wages against Leadership Learning Partners Charter School (hereinafter

“Partners”), Walter D. Palmer, David Weathington, Jack Pund, John Doe 1, John Doe 2, John Doe 3, Jane Doe 1, Jane Doe 2, and Jane Doe 3. (hereinafter “Defendants”). Defendants operated a public Charter School organized and engaged in providing educational services in the city of Philadelphia. Plaintiff and the Class are former employees employed by Defendants. Defendant Partners ceased operations on December 31st, 2014. Defendants have failed and refused to pay Plaintiff and the Class properly in accordance with state wage and hour law and pursuant to Defendants’ contractual obligations to Plaintiff and the Class. Specifically, Defendants failed and refused to compensate Plaintiff and the Class for work performed in the time period including but not limited to November 1, 2014 through January 15, 2015, as well as accrued and unpaid paid time off, sick pay, and/or summer pay. As relief from these systematic and class-wide unlawful practices, Plaintiff and the Class seek immediate payment of wages owed to the Class, liquidated damages, interest, attorneys’ fees and costs, and any other relief that the Court may deem just and proper.

INTRODUCTION

1. This is an action brought by Plaintiff David Hardrick on behalf of himself and a class former employees employed by Partners. Plaintiff and the Class bring this action against Defendants seeking redress for violations of the Pennsylvania Minimum Wage Act of 1968 (hereinafter “the MWA”), 43 P.S. § 333.101, *et seq.*, and for breach of contract.

JURISDICTION AND VENUE

2. Jurisdiction of this Court over this action is predicated upon 42 Pa.C.S.A. § 931. At all relevant times hereto, Defendants operated a public charter school in Philadelphia County in the Commonwealth of Pennsylvania, and thereby obtain the benefits of the laws of the

Commonwealth of Pennsylvania.

3. Venue is proper under 42 Pa.C.S.A. § 7532.
4. Plaintiffs estimate that the total amount in controversy of Plaintiff Hardrick and each member of the Class as defined herein is less than \$75,000.00 per individual. The claims of Plaintiff and the Class are individual claims for violations of Pennsylvania law. These claims do not unite or enforce a single title or right to which Plaintiff and the Class have common and undivided interest, but rather arise from Defendants' systematic wage abuse against Plaintiff and the Class.

PARTIES

5. Plaintiff David Hardrick is an individual residing at 1604 Widener Place, Philadelphia, Pennsylvania 19141. Plaintiff brings this suit on behalf of himself and other similarly situated employees employed by Defendants.
6. Defendant Leadership Learning Partners Charter School was, at all material times, a public charter school organized and engaged in providing educational services in the city of Philadelphia, with a main business location at 910 North 6th Street, Philadelphia PA 19123, and a second business location at 5502 Harbison Avenue, Philadelphia PA 19124.
7. At all relevant times hereto, Defendant Leadership Learning Partners Charter School was an employer within the meaning of the MWA.
8. Defendant Walter D. Palmer was, at all relevant times hereto, the founder, president, and chairman of Defendant Partners. His office or usual place of business is 910 North 6th Street, Philadelphia PA 19123 and/or 5502 Harbison Avenue, Philadelphia PA 19124.

9. At all relevant times hereto, Defendant Palmer exercised operational control over Defendant Partner's policies and practices, including but not limited to involvement in decision-making related to wage policies, hiring and firing, and establishing the terms of employment and compensation of Plaintiff and the Class.

10. At all relevant times hereto, Defendant Palmer was an employer within the meaning of the MWA.

11. Defendant David Weathington, was, at all relevant times hereto, the Chief Administrative Officer of Defendant Partners. His office or usual place of business is 910 North 6th Street, Philadelphia PA 19123 and/or 5502 Harbison Avenue, Philadelphia PA 19124.

12. At all relevant times hereto, Defendant Weathington exercised operational control over Defendant Partner's policies and practices, including but not limited to involvement in decision-making related to wage policies and establishing the terms of employment and compensation of Plaintiff and the Class.

13. At all relevant times hereto, Defendant Weathington was an employer within the meaning of the MWA.

14. At all relevant times hereto, Defendant Jack Pund exercised operational control over Defendant Partner's policies and practices, including but not limited to involvement in decision-making related to wage policies and establishing the terms of employment and compensation of Plaintiff and the Class. His office or usual place of business is 3837 West Chester Pike, Newton Square, PA 19073.

15. At all relevant times hereto, Defendant Pund was an employer within the meaning of the MWA.

16. Upon information and belief, Defendants John Doe 1, 2 & 3, at all relevant times hereto, exercised operational control over Defendant Partner's policies and practices, including but not limited to involvement in decision-making related to wage policies, hiring and firing, and establishing the terms of employment and compensation of Plaintiff and the Class.

17. Upon information and belief, during all relevant times hereto, Defendants John Doe 1, 2 & 3 were employers within the meaning of the MWA.

18. Upon information and belief, Defendants Jane Doe 1, 2 & 3, at all relevant times hereto exercised operational control over Defendant Partner's policies and practices, including but not limited to involvement in decision-making related to wage policies, hiring, firing, and establishing the terms of employment and compensation of Plaintiff and the Class.

19. Upon information and belief, during the relevant time period, Defendants Jane Doe 1, 2 & 3 were employers within the meaning of the MWA.

CLASS ACTION ALLEGATIONS

20. Paragraphs 1 through 19 are realleged and incorporated as though fully set forth herein.

21. Plaintiff sues on his own behalf and on behalf of a Class of former employees of Defendants.

22. Plaintiff and the Class bring these Class claims under the Pennsylvania Rules of Civil Procedure 1701, *et seq.*

23. The persons in the identified Class are so numerous that joinder of all members is impracticable. There are between approximately 75 and 150 former employees employed by Defendants in Philadelphia, Pennsylvania.

24. Plaintiff's wage claims are typical of the wage claims of the Class because he was an employee of Defendants who sustained damages as a result of Defendants' wage policies and practices.

25. Plaintiff will fairly and adequately protect the interests of the Class members.

26. Common questions of law and fact exist as to all Class members and predominate over any questions solely affecting individual class members. Among the questions of law and fact common to Plaintiff and the Class are:

- a. whether Defendants have engaged in a pattern or practice of not paying Plaintiff and the Class for all work performed during the relevant time period.
- b. whether Defendants were obliged to pay Plaintiff and the Class for all time spent working and/or for all work performed;
- c. whether Defendants violated the MWA, 43 P.S. §§ 333.101, *et seq.*, by failing to pay Plaintiff and the Class minimum wages and/or overtime where applicable.
- d. whether Defendants breached their contract of employment with Plaintiff and the Class;
- e. what is the proper measure of damages for the losses suffered by Plaintiff and the Class.
- f. whether Defendants' failure to pay any wages for periods of time removes exempt class members from minimum wage and overtime exemptions, pursuant to 43 P.S. § 333.105 and its implementing regulations.

27. Class action treatment is superior to the alternatives for the fair and efficient adjudication of the controversy alleged herein. Treating this as a class action will permit a large number of

similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. The Class is readily identifiable from Defendants' records.

28. Prosecution of separate actions by individual class members 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 the Defendants.

29. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all members is impractical. Furthermore, the amounts at stake for many of the Class members, while significant, are not great enough to enable them to maintain separate suits against Defendants.

30. This forum is appropriate to litigate these claims of the Class because the employer is located in Philadelphia County, Pennsylvania, and a majority of the work that gives rise to the claims was performed in Philadelphia County, Pennsylvania.

31. Defendants have acted on grounds generally applicable to the Class.

32. Plaintiff and the Class envision no difficulty in the management of this action as a class action. Counsel for Plaintiff and the Class are experienced in class action prosecution of wage and hour claims.

STATEMENT OF FACTS

33. Paragraphs 1 through 32 are realleged and incorporated as though fully set forth herein.

34. At all relevant times, Defendants have employed Plaintiff and other similarly situated employees.
35. Plaintiff Hardrick was employed by Defendants as a salaried employee from September, 2007 to December 31, 2014.
36. Plaintiff, during his employment with Defendant, was a salaried employee, earning approximately \$75,000 annually at all relevant times hereto.
37. Upon information and belief, the class includes both salaried and hourly employees.
38. On December 26, 2014, Defendants informed Plaintiff Hardrick and the class that Partners Charter School was closing, effective December 31, 2014.
39. On December 26, 2014, Defendants informed Plaintiff Hardrick that his employment was to be terminated, effective December 31, 2014.
40. Partners Charter School did, in fact, close on December 31, 2014.
41. Partners Charter School's charter was revoked by the School Reform Commission on January 15, 2015.
42. Plaintiff Hardrick's employment with Defendants was terminated on December 31, 2014.
43. On January 5, 2015, Defendants notified Plaintiff Hardrick and the Class that they would not meet their payment obligations, including payroll liabilities, for the month of December, 2014.
44. Defendants did not compensate Plaintiff Hardrick for work performed during the time period of December 1, 2014 through December 31, 2014.
45. Defendants did not pay Plaintiff Hardrick for accrued and unused sick leave, paid personal leave, and other wage related benefits.

46. Defendants willfully failed to compensate Plaintiff and the Class for all worked performed in the time period including but not limited to November 1, 2014 through January 15, 2015.

47. At the time of hiring Plaintiff and the Class, Defendants agreed to contractual terms of employment with Plaintiff and the Class to pay them a specified hourly rate of pay for all hours worked, or salary for all work performed, in addition to payment of other wage related benefits including but not limited to paid sick leave, paid holidays, and paid personal time. Defendants further agreed to pay Plaintiff and the Class for accrued and unused sick time, personal time, and/or summer pay upon termination of employment.

48. Upon employing Plaintiff and the Class, Defendants, by operation of law, entered into implied contracts with Plaintiff and each member of the Class under which Defendants were required to compensate them for all hours worked and/or salary for all work performed, at least at rates including the state minimum wage, mandated by the MWA, 43 P.S. § 333.101, *et seq.*

49. Defendants have not paid Plaintiff and Class members the correct wages, hourly rate and/or salary, required under the MWA and pursuant to the contract(s) of employment.

50. Upon information and belief, Defendants have agreed to abide by all state and local wage and hour laws.

51. Defendants willfully failed to pay Plaintiff and the Class all amounts of wages when due.

52. Defendants failed to pay Plaintiff and Class Members all wages due for all hours worked and/or work performed.

CLAIMS FOR RELIEF

COUNT I

PENNSYLVANIA MINIMUM WAGE ACT (“MWA”) Non-Payment of Minimum Wages and Overtime (Against All Defendants)

53. Paragraphs 1 through 52 are realleged and incorporated as though fully set forth herein.
54. Plaintiff and the Class are entitled to minimum wages and overtime based on all hours worked and/or work performed, pursuant to the MWA.
55. By failing to pay Plaintiff and the Class for all time spent working, Defendants violate the rights of Plaintiff and the Class protected by the minimum wage and overtime provisions of the MWA, 43 P.S. §§ 333.104, and its implementing regulations.
56. As a result of Defendants’ violations of the MWA set forth in this Count, Plaintiff and the Class are entitled to recover the amount of their unpaid wages and overtime, together with liquidated damages, interest, costs, and attorneys’ fees pursuant to MWA, 43 P.S. §333.113.

COUNT II

BREACH OF CONTRACT (Against Defendant Partners Charter School)

57. Paragraphs 1 through 56 are realleged and incorporated as though fully set forth herein.
58. Plaintiff and the Class entered into individual employment agreements with Defendant Partners Charter School whereby Partners agreed to pay Plaintiff and the Class specified wages for all hours worked and/or work performed.
59. Plaintiff and the Class entered into individual employment agreements with Defendant Partners Charter School whereby Partners agreed to pay Plaintiff and the Class for accrued and

unused wage related benefit time, including but not limited to sick leave, personal time, paid holidays, and summer pay.

60. Upon information and belief, terms of the employment agreements are contained in documents not within the possession or control of Plaintiff and the Class. Upon information and belief, Defendants are in possession of those documents.

61. The employment agreements referenced in this Count II constitute contracts between Defendant Partners Charter School and Plaintiff and the Class.

62. By operation of law, Defendant Partners Charter School entered into implied contracts with Plaintiff and each member of the Class under which Partners was required to compensated them for all hours worked and/or salary for all work performed, at least at rates including the state minimum wage, mandated by the MWA, 43 P.S. § 333.101, *et seq.*

63. Defendants failed to pay Plaintiff and the Class all amounts of wages earned, including accrued and unused benefit time, in violation of the contracts of employment.

PRAYER FOR RELIEF

WHEREFORE Plaintiff, on behalf of himself and the Class, prays for judgment against Defendants and respectfully requests that the Court:

- a. determine that this action may be maintained as a class action;
- b. enter declaratory judgment that Defendants' actions violate the rights of Plaintiff and the Class under the MWA;
- c. order Defendants to fully compensate Plaintiff and the Class for all wages, to which they are entitled under the MWA, with such liquidated damages and interest as permitted by law;

- d. order Defendants to fully compensate Plaintiff and the Class for all amounts of pay, including benefits, to which they are entitled under the contract of employment, with such interest as permitted by law;
- h. award Plaintiff and the Class pre-judgment interest at the highest level rate, from and after the date of service of this Complaint in this action, on all unpaid wages from the date such wages were earned and due;
- i. award Plaintiff and the Class reasonable attorneys' fees, court costs, and all other reasonable costs incurred in this action to the extent permitted by law; and
- j. grant such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff and the Class hereby demand a trial by jury for all issues triable by jury.

BRODIE & RUBINSKY, P.C.

By: 

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Attorneys for Plaintiff and the Class

DATED:

1/23/15

DAVID HARDRICK, on behalf
of himself all and others similarly situated,

Plaintiffs,
PENNSYLVANIA

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LEADERSHIP LEARNING PARTNERS
CHARTER SCHOOL, d/b/a WALTER
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VERIFICATION

I, David Hardrick, being duly sworn according to law, hereby verify that the facts set forth in the foregoing Complaint are true and accurate to the best of my knowledge, information and belief.

I understand that any false statement made herein is subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.


David Hardrick

DATED: 1/23/15