

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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Salena Greene, *on behalf of herself and others
similarly situated in the proposed FLSA
Collective Action,*

Case No.:

Plaintiff,

Jury Trial Demanded

- against -

COMPLAINT

NYC Health and Hospital Corp.,

Defendant.

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Plaintiff Salena Greene (“Plaintiff” or “Greene”), on behalf of herself and others similarly situated, by and through her attorneys, Levin-Epstein & Associates, P.C., upon personal knowledge as to herself and upon information and belief as to others, brings this complaint against Defendant NYC Health and Hospital Corp. (the “Defendant”), and states as follows:

NATURE OF THE ACTION

1. Plaintiff brings this lawsuit seeking recovery, for herself and all other similarly situated individuals, against Defendant’s violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”), and violations of Articles 6 and 19 of the New York State Labor Law (“NYLL”) and their supporting New York State Department of Labor regulations.

2. Plaintiff seeks injunctive and declaratory relief and to recover unpaid overtime wages, spread of hours pay, liquidated and statutory damages, pre- and post-judgment interest, and attorneys' fees and costs pursuant to the FLSA, NYLL, and the NYLL's Wage Theft Prevention Act ("WTPA").

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction of this case pursuant to 29 U.S.C. § 216

(b), 28 U.S.C. § 1331 and 28 U.S.C. § 1337, and has supplemental jurisdiction over Plaintiff's claims under the NYLL pursuant to 28 U.S.C. § 1367(a).

4. This Court has federal question jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331 because her claims arise under the FLSA.

5. Venue is proper in the Eastern District of New York under 28 U.S.C. § 1391(b) and (c), because all events relevant to this action occurred in this District, and the acts and omissions giving rise to the claims herein alleged took place in this District.

THE PARTIES

PLAINTIFF SALENA GREENE

6. Plaintiff Greene is a resident of Brooklyn, New York.

7. Plaintiff Greene was employed as a security person at Defendant's hospital and medical services and care facilities located at 760 Broadway, Brooklyn, NY 11206 ("Woodhull Hospital") and 100 N. Portland Avenue, Brooklyn, NY 11205 ("Cumberland Hospital") from on or around December 14, 2020 through May 21, 2021.

8. Plaintiff Greene was, and still is employed as a non-managerial manual worker at Woodhull Hospital and Cumberland Hospital from on or around December 14, 2020 through May 21, 2021.

9. At all relevant times, Plaintiff has been an employee within the meaning of Section 3(e) of the FLSA, 29 U.S.C. § 203(e).

10. At all relevant times, Plaintiff has been a manual worker within the meaning of NYLL § 191(1)(a).

DEFENDANT NYC HEALTH AND HOSPITAL CORP.

11. Upon information and belief, Defendant NYC Health and Hospital Corp. is a

domestic corporation organized and existing under the laws of the State of New York. Upon information and belief, it maintains its principal place of business at 760 Broadway, Brooklyn, NY 11206 and 100 N. Portland Avenue, Brooklyn, NY 11205.

12. Defendant NYC Health and Hospital Corp. owns, operates and/or controls a hospital and medical services and care facility known as “Woodhull Hospital” located at 760 Broadway, Brooklyn, NY 11206, and “Cumberland Hospital” located at 100 N. Portland Avenue, Brooklyn, NY 11205.

13. At all times relevant to this Complaint, Defendant NYC Health and Hospital Corp. (i) has had and continues to have employees engaged in commerce or in the production of goods and services for commerce and handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person and (ii) has had and continues to have an annual gross volume of sales of not less than \$500,000.00.

14. At all times relevant to this Complaint, Defendant NYC Health and Hospital Corp. was and is a covered employer within the meaning of the FLSA, 29 U.S.C. § 203(d) and, at all times relevant to this Complaint, employed employees, including Plaintiff.

15. At all times relevant to this Complaint, Defendant NYC Health and Hospital Corp. was and is an employer within the meaning of the 29 U.S.C. 201 *et seq.* and NYLL Section 190(3), and employed employees, including Plaintiff.

16. Defendant NYC Health and Hospital Corp. possessed substantial control over Plaintiff’s (and other similarly situated employees’) working conditions, and over the policies and practices with respect to the employment and compensation of Plaintiff, and all similarly situated individuals, referred to herein.

17. Defendant NYC Health and Hospital Corp. had the power to hire and fire Plaintiff,

control the terms and conditions of employment, and determine the rate and method of any compensation in exchange for Plaintiff's services.

FACTUAL ALLEGATIONS

18. Plaintiff and other similarly situated individuals are individuals who have worked for Defendant in similarly-titled, hourly paid position, during the statutory period.

19. Plaintiff and other similarly situated individuals all shared similar job titles, training, job descriptions and job tasks, during the statutory period.

20. Plaintiff was, and still is an employee of Defendant.

21. Plaintiff worked as a security person at the hospital and medical services and care facilities known as "Woodhull Hospital" located at 760 Broadway, Brooklyn, NY 11206, and "Cumberland Hospital" located at 100 N. Portland Avenue, Brooklyn, NY 11205.

22. From approximately December 14, 2020 through and including May 21, 2021, Defendant paid Plaintiff an hourly rate of \$17 per hour.

23. Defendant's hospital and medical services and care facilities operate on a 24-hour, 7 day a week basis.

24. At Woodhull Hospital, Plaintiff regularly worked in excess of forty (40) hours per week.

25. From approximately December 14, 2020 through and including May 21, 2021, Plaintiff regularly worked sixty (60) hours a week.

26. For example, during the week of May 9, 2021, Defendant required Plaintiff to work – and she did in fact work – five (5) days a week, 7:30 a.m. to 12:30 a.m. (*i.e.*, 17 hours a day) two (2) days per week, 7:30 a.m. to 4:00 p.m. one (1) day a week, and 7:30 a.m. to 4:15 p.m. (2) days per week, for a total of sixty (60) hours per week.

27. For this workweek, Defendant should have paid Plaintiff, \$680 in regular wages, equal to her regular rate of pay of \$17 multiplied by 40 regular hours worked, plus an additional \$510 in overtime wages, equal to her overtime premium of \$25.5 multiplied by 20 overtime hours worked, plus an additional \$30 in spread-of-hours pay, for a combined total of \$1,220.

28. Throughout her employment with Defendant, Plaintiff was paid her wages in check.

29. Throughout her employment with Defendant, Plaintiff was paid her wages bi-weekly.

30. Plaintiff regularly worked for the Defendant in excess of forty (40) hours a week but never received an overtime premium of one and one-half times her agreed-upon regular rate of pay (*i.e.*, \$25.5 per hour) for those hours.

31. At all relevant times, Defendant did not compensate Plaintiff for one hour's pay at the basic minimum hourly wage rate for each day her shift exceeded ten (10) hours.

32. No notification, either in the form of posted notices, or other means, was ever given to Plaintiff regarding wages are required under the FLSA or NYLL.

33. Defendant did not provide Plaintiff a statement of wages, as required by NYLL 195(3).

34. Defendant did not give any notice to Plaintiff, in English (Plaintiff's primary language), of her rate of pay, employer's regular pay day, and such other information as required by NYLL § 195(1).

35. At all relevant times, Defendant did not pay Plaintiff at the rate of one and one-half times her hourly wage rate for hours worked in excess of forty per workweek.

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