

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

**JAQUELINE SEIFTER and BARBARA  
ANTES, individually and on behalf of all others  
similarly situated,**

**Plaintiffs,**

**-against-**

**WELCOME WAGON, LLC**

**Defendant.**

**Case No. 2:24-cv-07687-SJB-LGD**

**FIRST AMENDED CLASS  
AND COLLECTIVE ACTION  
COMPLAINT**

Jaqueline Seifter and Barbara Antes (collectively “Plaintiffs”), individually and on behalf of all others similarly situated, as class representatives, upon personal knowledge as to themselves, and upon information and belief as to other matters, allege as follows:

**NATURE OF THE ACTION**

1. This lawsuit seeks to recover minimum wages, overtime compensation and other damages for Plaintiffs and similarly situated Community Marketing Executives (hereinafter “CMEs”) arising out of their employment with Welcome Wagon, LLC (“Defendant”).

2. As CMEs, Plaintiffs worked remotely for Defendant in New York.

3. As CMEs, Plaintiffs were responsible for:

- Lead Generation – Identify potential clients through different sources, such as but not limited to cold calls, emails, networking, or door-pulling
- Sales Consultations – Present our comprehensive program, offering a customized marketing solution uniquely designed for each client
- Relationship Building – Cultivate strong connections with local businesses and stay in contact with customers, recommending new products and services that may interest them
- Market Insights – Stay informed about local trends and competition
- Effective Communication – Maintain accurate sales activity

records, collaborate with your team leader, and create successful sales

- Work independently from the comfort of your own home AND/OR out on the field (recommended) in your assigned local community or territory within your city and state

**Exhibit (“Ex.”) A, Job Postings.**

4. From their homes in Riverhead, New York and Pleasantville, New York, Plaintiffs were assigned sales territory in New York by Defendant. Plaintiffs were tasked with soliciting customers based in their territories for Defendant. As Plaintiffs were engaged in sales from their homes as a fixed point, they were not subject to the outside sales exemption.

5. Moreover, Plaintiffs were not employed by retail or service establishments, nor did their compensation exceed one and one-half times the applicable minimum wage for every hour worked in a workweek in which overtime hours were worked.

6. Despite being non-exempt employees, Plaintiffs and other CMEs were paid only commissions based on their sales. Generic offer letters provided to CMEs support this fact. **Ex. B, Generic Offer Letter.**

7. Defendant assigned Plaintiffs and other CMEs production requirements which were tied to their compensation and continued employment. In that regard, Plaintiffs allege that Defendant required Plaintiffs to make approximately 75 to 100 cold calls per day and make 1 sale per week. Additionally, commissions paid by Defendant were directly tied to sales made. *Id.*

8. As a result of these practices, Defendant failed to pay CMEs minimum wages, overtime or other compensation required under the Fair Labor Standards Act (“FLSA”) and New York Labor Law (“NYLL”).

9. Plaintiffs bring this action on behalf of themselves and all other similarly situated CMEs who elect to opt in to this action pursuant to the FLSA, and specifically, the collective action

provision of 29 U.S.C. § 216(b).

10. Plaintiffs also bring this action on behalf of themselves and all other similarly situated CMEs in New York pursuant to Federal Rule of Civil Procedure 23 (“Rule 23”) to remedy violations of the New York Labor Law, Article 6, §§ 190 et seq. (“NYLL”), and Article 19, §§ 650 et seq., and the supporting New York State Department of Labor Regulations.

### **THE PARTIES**

#### **Plaintiffs**

##### **Jaqueline Seifter**

11. Jaqueline Seifter (“Seifter”) is an adult individual who is a resident of the State of New York.

12. Seifter was employed by Defendant as a CME from on or around January 15, 2019 through September 27, 2024. During the course of Seifter’s employment, she worked remotely for Defendant from her home located in Riverhead, New York.

13. Seifter is a covered employee within the meaning of the FLSA and the NYLL.

14. A written consent form for Seifter was filed with the original Complaint.

##### **Barbara Antes**

15. Barbara Antes (“Antes”) is an adult individual who is a resident of the State of New York.

16. Antes was employed by Defendant as a CME from in or around May 2019 through January 2022. During the course of Antes’s employment, she worked remotely for Defendant from her home located in Pleasantville, New York.

17. Antes is a covered employee within the meaning of the FLSA and the NYLL.

18. A written consent form for Antes was filed with the original Complaint.

**Defendant**

**Welcome Wagon, LLC**

19. Welcome Wagon, LLC is a foreign limited liability company.

20. Welcome Wagon, LLC's principal executive office is located at 5830 Coral Ridge Drive Coral Springs, Florida 33076. Despite being a foreign limited liability company, Welcome Wagon, LLC transacts business in New York. In that regard, Defendant advertises for sales positions in New York. **Ex. A, Job Postings.** Once hired, CMEs are assigned sales territories in New York. For example, Seifter's sales territory was Long Island and Antes's sales territory was Westchester County and Long Island. Accordingly, Plaintiffs solicited New York customers for Defendant.

21. At all times relevant, Welcome Wagon, LLC has maintained control, oversight, and direction over Plaintiffs and similar employees, including but not limited to, supervising and directing their work, keeping employment records, providing materials for Plaintiffs to perform their jobs, and other employment practices that applied to them. Both Plaintiffs reported to Anne Starkey, a Vice President of Sales for Welcome Wagon, LLC who is based out of New York.

22. At all times relevant, Welcome Wagon, LLC applied the same employment policies, practices, and procedures to all CMEs in its operation with respect to payment of wages.

23. Upon information and belief, at all relevant times, Welcome Wagon, LLC has had an annual gross volume of sales in excess of \$500,000.

24. At all times relevant, Welcome Wagon, LLC has employed more than 2 employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

25. Welcome Wagon, LLC appears on paystubs and tax documents provided to Plaintiffs. **Ex. C**, Paystubs.

26. Offer letters provided to Plaintiffs and other CMEs state that “On behalf of Welcome Wagon, it is with great pleasure that I extend to you our offer of employment.” **Ex. B**, Generic Offer Letter.

27. Welcome Wagon, LLC was and is a covered employer within the meaning of the FLSA and NYLL, and at all times relevant, employed Plaintiffs and similarly situated employees.

### **JURISDICTION AND VENUE**

28. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, and jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367.

29. This Court also has jurisdiction over Plaintiffs’ claims under the FLSA pursuant to 29 U.S.C. § 216(b).

30. Venue is proper in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b)(2) because Defendant conducts business in this District and some of the events or omissions giving rise to the claims arose in this District. In fact, Plaintiff Seifter worked remotely for Defendant in this district.

### **COLLECTIVE ACTION ALLEGATIONS**

31. Plaintiffs bring the First and Second Causes of Action, FLSA claims, on behalf of themselves and all similarly situated persons who work or have worked as CMEs for Defendant who elect to opt-in to this action (the “FLSA Collective”).

32. Defendant is liable under the FLSA for, inter alia, failing to properly compensate Plaintiffs and the FLSA Collective.

33. Consistent with Defendant’s policies and patterns or practices, Plaintiffs and the

FLSA Collective were not paid the applicable minimum wage for all hours worked and were not paid proper premium overtime compensation of 1.5 times their regular rates of pay for all hours worked beyond 40 per workweek.

34. All of the work that Plaintiffs and the FLSA Collective have performed has been assigned by Defendant, and/or Defendant have been aware of all of the work that Plaintiffs and the FLSA Collective have performed.

35. As part of their regular business practice, Defendant has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiffs and the FLSA Collective. This policy and pattern or practice includes, but is not limited to, willfully failing to pay their employees, including Plaintiffs and the FLSA Collective, minimum wages for all hours worked and overtime wages for all hours worked in excess of 40 hours per workweek.

36. An employer “willfully violates the FLSA when it either knew or showed reckless disregard for the matter of whether its conduct was prohibited by the [FLSA].” *See Young v. Cooper Cameron Corp.*, 586 F. 3d 201, 207 (2d Cir. 2009).

37. According to *Whiteside v Hover-Davis*, “a claim is facially plausible ‘when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.’” *See* 995 F.3d 315, 323 (2d Cir. 2021) (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). “For a plaintiff to nudge their claim ‘across the line from conceivable to plausible,’ [they] must ‘raise a reasonable expectation that discovery will reveal evidence’ of the wrongdoing alleged, ‘even if it strikes a savvy judge that actual proof of those facts is improbable.’” *See id.* (quoting *Citizens United v. Schneiderman*, 882 F.3d 374, 380 (2d Cir. 2018) and *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (1995)).

38. Defendant's willful violation of the FLSA is evidenced by the clear nature of the violation – it is without question illegal to not pay an employee the full minimum wage rate for all hours worked and at least 1.5 times an employee's regular rate of pay for overtime hours worked.

39. Here, as evidenced below, discovery will certainly reveal evidence that Defendant blatantly ignored the FLSA's explicit requirement that it must compensate non-exempt workers like Plaintiffs the full minimum wage rate for all hours worked and no less than 1.5 times their rates of pay for overtime hours.

40. As such, Defendant's actions constitute a willful violation of the FLSA.

### **NEW YORK CLASS ACTION ALLEGATIONS**

41. Plaintiffs bring the Third, Fourth, Fifth, Sixth, and Seventh Causes of Action, NYLL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and a class of persons consisting of:

All persons who work or have worked as Community Marketing Executives for Welcome Wagon, LLC. in New York between March 21, 2018 and the date of final judgment in this matter (the "New York Class").<sup>1</sup>

42. The members of the New York Class are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

43. There are more than fifty members of the New York Class.

44. Plaintiffs' claims are typical of those claims that could be alleged by any member of the New York Class, and the relief sought is typical of the relief which would be sought by each member of the New York Class in separate actions.

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<sup>1</sup> This class period is due to Governor Cuomo's Executive Order that tolled the applicable NYLL statute of limitations during the COVID-19 pandemic for 228 days. *See Brash v. Richards*, 195 A.D. 3d 582, 2021 WL 2213786, 2021 N.Y. Slip Op. 03436 (App. Div. 2d Dep't June 2, 2021) (holding executive order tolled rather than suspended statutes of limitations under New York law).

45. Plaintiffs and the New York Class have all been injured in that they have been uncompensated, under-compensated, or untimely compensated due to Defendant's common policies, practices, and patterns of conduct. Defendant's corporate-wide policies and practices affected everyone in the New York Class similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each member of the New York Class.

46. Defendant's corporate-wide policies and practices affected everyone in the New York Class similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each member of the New York Class.

47. Plaintiffs are able to fairly and adequately protect the interests of the New York Class and have no interests antagonistic to the New York Class.

48. Plaintiffs are represented by attorneys who are experienced and competent in both class action litigation and employment litigation and have previously represented many plaintiffs and classes in wage and hour cases.

49. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual New York Class lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similar persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender.

50. Common questions of law and fact exist as to the New York Class that predominate over any questions only affecting Plaintiffs and/or each member of the New York Class individually and include, but are not limited to, the following:

- (a) whether Defendant failed to pay Plaintiffs and the New York Class minimum wages for all of the hours they worked up to 40 per week;



- (b) whether Defendant correctly compensated Plaintiffs and the New York Class for hours worked in excess of 40 per workweek;
- (c) whether Defendant failed to furnish Plaintiffs and the New York Class with a proper time of hire wage notice, as required by the NYLL; and
- (d) whether Defendant failed to furnish Plaintiffs and the New York Class with accurate statements with every payment of wages, as required by the NYLL.

**PLAINTIFFS' FACTUAL ALLEGATIONS**

51. Consistent with their policies and patterns or practices as described herein, Defendant harmed Plaintiffs, individually, as follows:

**Jacqueline Seifter**

52. During Seifter's employment by Defendant as a CME, Seifter was paid commissions once per month, on some occasions, where Seifter was unable to make sales, she did not receive any compensation. Seifter's compensation was set by Defendant.

53. During her employment as a CME, Seifter generally worked the following scheduled hours, unless she missed time for vacation, sick days, or holidays:

- (a) Monday through Friday approximately 7 a.m. through 7 p.m. to 10 p.m.

54. Additionally, Seifter regularly worked three to five hours on Saturdays and Sundays.

55. As a result of the above schedule, Seifter frequently worked over 40 hours per week.

56. As Seifter's was paid only commissions, Defendant failed to pay her minimum wages, overtime pay and spread of hours pay.

57. Defendant failed to accurately keep track of Seifter's hours and compensate her for

all work performed.

58. Defendant failed to provide Seifter with a proper time of hire wage notice as required by the NYLL.

59. Throughout her employment, Defendant failed to provide Seifter with accurate wage statements with each payment of wages as required by the NYLL.

**Barbara Antes**

60. During Antes's employment by Defendant as a CME, Antes was paid commissions once per month, on some occasions, where Antes was unable to make sales, she did not receive any compensation. Antes's compensation was set by Defendant.

61. During her employment as a CME, Antes generally worked the following scheduled hours, unless she missed time for vacation, sick days, or holidays:

(a) Monday through Friday approximately 8 a.m. through 7 p.m. to 8 p.m.

62. Additionally, Antes regularly worked three to five hours on Saturdays and Sundays.

63. As a result of the above schedule, Antes frequently worked over 40 hours per week.

64. As Antes was paid only commissions, Defendant failed to pay her minimum wages, overtime pay and spread of hours pay.

65. Defendant failed to accurately keep track of Antes's hours and compensate her for all work performed.

66. Defendant failed to provide Antes with a proper time of hire wage notice as required by the NYLL.

67. Throughout her employment, Defendant failed to provide Antes with accurate wage statements with each payment of wages as required by the NYLL.

**FIRST CAUSE OF ACTION**  
**Fair Labor Standards Act – Minimum Wages**

**(Brought on behalf of Plaintiffs and the FLSA Collective)**

68. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

69. At all times relevant, Plaintiffs and the FLSA Collective were employed by an entity engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 201 *et seq.*, and/or they were engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 201 *et seq.*

70. At all times relevant, Plaintiffs and the FLSA Collective were or have been employees within the meaning of 29 U.S.C §§ 201 *et seq.*

71. At all times relevant, Defendant has been the employer of Plaintiffs and the FLSA Collective, engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C §§ 201 *et seq.*

72. Defendant has been required to pay directly to Plaintiffs and the FLSA Collective the full minimum wage rate for all hours worked.

73. Defendant failed to pay Plaintiffs and the FLSA Collective at the applicable minimum hourly rate for all hours worked.

74. As a result of Defendant's willful violations of the FLSA, Plaintiffs and the FLSA Collective have suffered damages by being denied minimum wages in accordance with the FLSA in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees and costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

**SECOND CAUSE OF ACTION**  
**Fair Labor Standards Act – Overtime Wages**  
**(Brought on behalf of Plaintiffs and the FLSA Collective)**

75. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

76. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Defendant and protect Plaintiffs and the members of FLSA Collective.

77. Plaintiffs and the FLSA Collective worked in excess of 40 hours during workweeks in the relevant period.

78. Defendant failed to pay Plaintiffs and the FLSA Collective the premium overtime wages to which they were entitled under the FLSA – at a rate of 1.5 times their regular rates of pay for all hours worked in excess of 40 per workweek.

79. As a result of Defendant’s willful violations of the FLSA, Plaintiffs and the FLSA Collective have suffered damages by being denied proper overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, attorneys’ fees and costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

**THIRD CAUSE OF ACTION**  
**New York Labor Law – Minimum Wages**  
**(Brought on behalf of Plaintiffs and the New York Class)**

80. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

81. The minimum wage provisions of Article 19 of the NYLL and its supporting regulations apply to Defendant and protect Plaintiffs and the New York Class.

82. Defendant failed to pay Plaintiffs and the New York Class at the applicable minimum hourly wage for all hours worked.

83. Due to Defendant’s violations of the NYLL, Plaintiffs and the New York Class are

entitled to recover from Defendant their unpaid minimum wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

**FOURTH CAUSE OF ACTION**  
**New York Labor Law – Overtime Wages**  
**(Brought on behalf of Plaintiffs and the New York Class)**

84. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

85. The overtime wage provisions of Article 19 of the NYLL and its supporting regulations apply to Defendant and protect Plaintiffs and the New York Class.

86. Defendant failed to pay Plaintiffs and the New York Class the premium overtime wages to which they were entitled under the NYLL and the supporting New York State Department of Labor Regulations – at a rate of 1.5 times their regular rates of pay– for all hours worked beyond 40 per workweek.

87. Due to Defendant's violations of the NYLL, Plaintiffs and the New York Class are entitled to recover from Defendant their unpaid overtime wages, liquidated damages as provided for by the NYLL, reasonable attorneys' fees and costs, and pre-judgment and post-judgment interest.

**FIFTH CAUSE OF ACTION**  
**New York Labor Law – Spread of Hours Pay**  
**(Brought on behalf of Plaintiffs and the New York Class)**

88. Plaintiffs reallege, and incorporates by reference, all allegations in all preceding paragraphs.

89. Defendant regularly and knowingly required Plaintiffs and the New York Class to be at work for a spread of hours equal to, or greater than, ten (10) hours per day.

90. Defendant knowingly, willfully, and intentionally failed to pay Plaintiffs and the New York Class one extra hour's pay, at the basic minimum wage, for every day in which the interval between Plaintiffs' start and end times exceeded ten hours, in violation of New York State labor regulations. N.Y. Comp. Codes R. & Regs. tit. 12, §§ 142-2.4.

91. Because of Defendant's willful violation of the NYLL, Plaintiffs and the New York Class are entitled to recover from Defendant, jointly and severally, Plaintiffs' unpaid wages originating from the spread of hours provision, liquidated damages, as well as reasonable attorneys' fees and costs of the action, including pre-judgment interest, all in an amount to be determined at trial.

**SIXTH CAUSE OF ACTION**  
**New York Labor Law – Failure to Provide Wage Notice**  
**(Brought on behalf of Plaintiffs and the New York Class)**

92. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

93. Defendant failed to supply Plaintiffs and the New York Class with a proper time of hire wage notice, as required by NYLL, Article 6, § 195(1), in English or in the language identified as their primary language, at the time of hiring, containing, among other items: the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of the minimum wage; the regular pay day designated by the employer in accordance with section one hundred ninety-one of this article; overtime rate; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

94. Due to Defendant's violations of NYLL, Article 6, § 195(1), Plaintiffs and the New York Class are entitled to statutory penalties of fifty dollars for each workday that Defendant failed to provide them with wage notices, or a total of five thousand dollars each, as well as reasonable attorneys' fees and costs as provided for by NYLL, Article 6, § 198(1-b).

**SEVENTH CAUSE OF ACTION**  
**New York Labor Law – Failure to Provide Accurate Wage Statements**  
**(Brought on behalf of Plaintiffs and the New York Class)**

95. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

96. Defendant failed to supply Plaintiffs and the New York Class with an accurate statement of wages with every payment of wages as required by NYLL, Article 6, § 195(3), listing: dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked per week, including overtime hours worked if applicable; deductions; and net wages.

97. Due to Defendant's violations of NYLL § 195(3), Plaintiffs and the New York Class are entitled to statutory penalties of two hundred fifty dollars for each workday that Defendant failed to provide them with accurate wage statements, or a total of five thousand dollars each, as well as reasonable attorneys' fees and costs as provided for by NYLL, Article 6, § 198.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually, and on behalf of all other similar persons, respectfully request that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiffs be allowed to give notice of this collective action, or that the Court issue such notice, to all CMEs who are presently, or have at any time during the three years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised notice, worked for Defendant. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid minimum wages and overtime wages, and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor Regulations;

C. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

D. Designation of Plaintiffs as representatives of the New York Rule 23 Class and counsel of record as Class Counsel;

E. Unpaid minimum wages, overtime wages, spread of hours pay and liquidated damages permitted by law pursuant to the NYLL and the supporting New York State Department of Labor Regulations;

F. An award of monetary damages to be proven at trial for all unpaid daily/weekly overtime owed to Plaintiffs and the New York Class;

G. Statutory penalties of fifty dollars for each workday that Defendant failed to provide Plaintiffs and the New York Class with proper time of hire/annual wage notices, or a total of five thousand dollars each, as provided for by NYLL, Article 6 § 198;

H. Statutory penalties of two hundred fifty dollars for each workday that Defendant failed to provide Plaintiffs and the New York Class with accurate wage statements, or a total of



five thousand dollars each, as provided for by NYLL, Article § 198;

- I. Prejudgment and post-judgment interest;
- J. Reasonable attorneys' fees and costs of the action; and
- K. Such other relief as this Court shall deem just and proper.

Dated: New York, New York  
January 20, 2025

Respectfully submitted,

/s/ Brian S. Schaffer

Brian S. Schaffer

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*Attorneys for Plaintiffs and  
the Putative Class and Collective*

# EXHIBIT A



Welcome Wagon



## Community Marketing Executive - Farmingdale, NY

Farmingdale, NY · 3 weeks ago · 5 applicants

We highlight job details that match your preferences and skills. Click below to view and edit them.

Remote Contract

Easy Apply

Save

### How your profile and resume fit this job

Get AI-powered advice on this job and more exclusive features with Premium. [Try Premium for \\$0](#)

◀ ✦ Tailor my resume to this job ✦ Am I a good fit for this job? ▶

### About the job

If you consider yourself outgoing, enjoy working in sales, are an active member of your community, and desire flexibility for a work-life balance, Welcome Wagon is the place for you! Come join an iconic American Company that is the leader in the new mover marketing industry and has been in business since 1928. We are America's Welcoming Service!

We are looking for dynamic individuals with experience selling to local small businesses to join our team as Outside Sales Representatives or Community Marketing Executives (CME).

The Community Marketing Executive is an independent contractor, commission-only position. It offers UNLIMITED income potential! You work a flexible schedule from home AND/OR out in the field (recommended) in your local territory. You will sell consultative advertising including Direct Mail, Digital Marketing, and Online Media programs within your local market.

The CME Responsibilities:

- Lead Generation – Identify potential clients through different sources, such as but not limited to cold calls, emails, networking, or door-pulling
- Sales Consultations – Present our comprehensive program, offering a customized marketing solution uniquely designed for each client
- Relationship Building – Cultivate strong connections with local businesses and stay in contact with customers, recommending new products and services that may interest them
- Market Insights – Stay informed about local trends and competition
- Effective Communication – Maintain accurate sales activity records, collaborate with your team leader, and create successful sales
- Work independently from the comfort of your own home AND/OR out on the field (recommended) in your assigned local community or territory within your city and state

Desired Qualifications:

#: 66

- The ideal candidate will have prior experience in selling to small businesses (B2B) or a related field
- 1-2 years of outside sales or phone sales experience is preferred
- Excellent interpersonal and customer service skills
- Strong analytical and problem-solving skills
- Ability to function well in fast-paced environments
- Computer literacy and proficiency: video conferencing (Zoom), Gmail, G Suite, Electronic signature software, and CRM use
- Valid Driver's License, and Motor Vehicle Insurance
- Agree that compensation is commission-only and based on sales results
- Even though this role can be performed remotely from home, it is preferred and recommended that the sales rep performs in-person fieldwork

What We offer:

- Uncapped Commission - 100% unlimited commission-only income
- Bonuses, Sales Incentives & Other prizes
- Protected territory (exclusivity in your geographic area)
- Paid product/sales orientation & support from team leaders and management
- Work independently from the comfort of your own home and out on the field
- Opportunity to win annual trip when becoming part of the Sales Leadership Club
- Opportunity to mentor, grow your business, earn commissions on sales of your mentees

About Welcome Wagon:

Welcome Wagon is the leader in the new mover marketing industry since 1928! We welcome new families into their homes by providing them with introductions to local businesses. We give local businesses the opportunity to access a sophisticated marketing solution at a competitive price. Our mission is to make new movers feel welcome in the community. We want them to trust and recognize Welcome Wagon as an invaluable resource of recommendations and information.

- 96 years in business
- 4+ star rating on Trustpilot
- Better Business Bureau® Accredited Business
- <https://welcomewagon.com/careers/>

Please note that an MVR and/or background check may be conducted as part of the hiring process, in compliance with all applicable laws and regulations.

Job Type: Contractor, flexible hours, work from home.

Job Availability: Start immediately

Salary: \$30,000.00 - \$60,000.00 per year, commission-only

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**Set alert for similar jobs**

Marketing Executive, Farmingdale, NY



**About the company**



**Welcome Wagon**  
9,490 followers

+ Follow

Advertising Services • 201-500 employees • 552 on LinkedIn

Welcome Wagon is the world's largest welcoming service to the new homeowner with a variety of products, designed to help our customers – our partners – build their businesses. Each year, we reach out to millions of new homeowner ... show more

Show more

### More jobs



#### US Marketing Director

Morght  
California, United States (Remote)  
\$150K/yr - \$200K/yr  
Response time is typically 4 days  
3 weeks ago [in](#) Easy Apply



#### Market Development Executive

Insight  
Phoenix, AZ (Remote)  
1 day ago [Be an early applicant](#)



#### Chief Development and Marketing Officer

Green Beret Foundation  
United States (Remote)  
1 week ago [in](#) Easy Apply



#### Chief Marketing Officer

Soteri  
Los Angeles, CA (Remote)  
\$140K/yr - \$190K/yr + Stock options, Profit sharing  
1 week ago [in](#) Easy Apply



#### Marketing Executive

QMedic  
United States (Remote)  
Starting at \$85K/yr + Bonus - Medical benefit  
4 days ago [in](#) Easy Apply



#### VP of Marketing

Ender  
United States (Remote)  
Starting at \$220K/yr + Bonus, Stock options  
6 days ago [in](#) Easy Apply



#### Executive Recruiting Researcher – Sales and Marketing

Search Wizards  
United States (Remote)  
\$65/hr - \$85/hr  
1 week ago



#### Head of Marketing and Strategic Partnerships

Go Vocal (formerly CitizenLab)  
United States (Remote)  
\$90K/yr - \$125K/yr  
2 weeks ago



#### Head of Federal Marketing

**Associate Account Director,  
Retail Media**

Pacvue  
United States (Remote)

401(k) benefit

Yurts  
United States (Remote)  
\$190K/yr - \$250K/yr · 6 benefits

1 week ago



**AVP, Digital Marketing- East  
Coast/Remote**

Crum & Forster  
Glastonbury, CT (Remote)  
\$91K/yr - \$171.1K/yr · 401(k) benefit



4 school alumni work here

1 week ago



**Brand Marketing  
Manager/Director**

Maximus  
United States (Remote)  
401(k) benefit

1 month ago

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W

## Outside Sales Consultant - Great Neck, NY

Welcome Wagon Great Neck, NY 26 days ago

\$30,000–\$60,000 Per Year

[Apply](#)

### Description

If you consider yourself outgoing, enjoy working in sales, are an active member of your community, and desire flexibility for a work-life balance, Welcome Wagon is the place for you! Come join an iconic American Company that is the leader in the new mover marketing industry and has been in business since 1928. We are America's Welcoming Service!

We are looking for dynamic individuals with experience selling to local small businesses to join our team as Outside Sales Representatives or Community Marketing Executives (CME).

The Community Marketing Executive is an independent contractor, commission-only position. It offers UNLIMITED income potential! You work a flexible schedule from home AND/OR out in the field (recommended) in your local territory. You will sell consultative advertising including Direct Mail, Digital Marketing, and Online Media programs within your local market.

The CME Responsibilities:

- Lead Generation – Identify potential clients through different sources, such as but not limited to cold calls, emails, networking, or door-pulling.
- Sales Consultations – Present our comprehensive program, offering a customized marketing solution uniquely designed for each client.
- Relationship Building – Cultivate strong connections with local businesses and stay in contact with customers, recommending new products and services that may interest them.
- Market Insights – Stay informed about local trends and competition.
- Effective Communication – Maintain accurate sales activity records, collaborate with your team leader, and create successful sales.

- Work independently from the comfort of your own home AND/OR out on the field (recommended) in your assigned local community or territory within your city and state.

#### Desired Qualifications:

- The ideal candidate will have prior experience in selling to small businesses (B2B) or a related field
- 1-2 years of outside sales or phone sales experience is preferred
- Excellent interpersonal and customer service skills
- Strong analytical and problem-solving skills
- Ability to function well in fast-paced environments
- Computer literacy and proficiency: video conferencing (Zoom), Gmail, G Suite, Electronic signature software, and CRM use.
- Valid Driver's License, and Motor Vehicle Insurance.
- Agree that compensation is commission-only and based on sales results
- Even though this role can be performed remotely from home, it is preferred and recommended that the sales rep performs in-person fieldwork.

#### What We offer:

- Uncapped Commission - 100% unlimited commission-only income
- Bonuses, Sales Incentives & Other prizes
- Protected territory (exclusivity in your geographic area)
- Paid product/sales orientation & support from team leaders and management
- Work independently from the comfort of your own home and out on the field
- Opportunity to win annual trip when becoming part of the Sales Leadership Club
- Opportunity to mentor, grow your business, earn commissions on sales of your mentees

#### About Welcome Wagon:

Welcome Wagon is the leader in the new mover marketing industry since 1928! We welcome new families into their homes by providing them with introductions to local businesses. We give local businesses the opportunity to access a sophisticated marketing solution at a competitive price. Our mission is to make new movers feel welcome in the community. We want them to trust and recognize Welcome Wagon as an invaluable resource of recommendations and information.



- 96 years in business
- 4 star rating on Trustpilot
- Better Business Bureau® Accredited Business
- <https://welcomewagon.com/careers/>

Please note that an MVR and/or background check may be conducted as part of the hiring process, in compliance with all applicable laws and regulations.

Job Type: Contractor, flexible hours, work from home.

Job Availability: Start immediately

Salary: \$30,000.00 - \$60,000.00 per year, commission-only

Powered by JazzHR

## Numbers & Facts

Location	Great Neck, NY
Salary	\$30,000–\$60,000 Per Year

## Similar Jobs



### Outside Sales Representative

Starlite Windows LLC  
Paterson, NJ Today

\$40,000-\$100,000 Per Year

Full-time Employee

Actively Hiring

Quick Apply



### Outside Sales Representative - Remote

Riverside Payments  
New Hyde Park, NY 5 days ago

Remote

Actively Hiring

Quick Apply

H NEW!



### Sales Representative - Construction Technology

H.O.PENN  
Bronx, NY 1 day ago

Actively Hiring

Apply



### Sales Representative

Jobot  
New York, NY 8 days ago

\$50,000-\$200,000 Per Year

Full-time Employee

Actively Hiring

H NEW!



### CAT Rental Store Rental & Outside Sales Representative

H.O.PENN  
Bronx, NY 1 day ago

Actively Hiring

Apply

S



### Outside Sales Representative - Commercial Power

Sunbelt Rentals  
Hicksville, NY 26 days ago

Actively Hiring

Apply

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Monster extracted this information from the job description.

 United States (English) ▼

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Welcome Wagon



## Outside Sales Executive - New Hyde Park, NY

New Hyde Park, NY · 3 months ago · 4 applicants

We highlight job details that match your preferences and skills. Click below to view and edit them.

\$30K/yr - \$60K/yr Remote Contract

Easy Apply

Save

### How your profile and resume fit this job

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Tailor my resume to this job

Am I a good fit for this job?

### About the job

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- 96 years in business
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Please note that an MVR and/or background check may be conducted as part of the hiring process, in compliance with all applicable laws and regulations.

Job Type: Contractor, flexible hours, work from home.

Job Availability: Start immediately

Salary: \$30,000.00 - \$60,000.00 per year, commission-only

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eWjqJZU6xx

[See less ^](#)

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Outside Sales Executive, New Hyde Park, NY

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### About the company



**Welcome Wagon**  
9,490 followers

+ Follow

Advertising Services • 201-500 employees • 552 on LinkedIn

Welcome Wagon is the world's largest welcoming service to the new homeowner with a variety of products, designed to help our customers – our partners – build their businesses. Each year, we reach out to millions of new homeowner ... show more

Show more

### More jobs



#### Sales Executive

Circle Logistics, Inc  
United States (Remote)

\$45K/yr - \$75K/yr + Commission - 401(k), +3 benefits

Response time is typically 4 days

1 week ago Easy Apply



#### Sales Executive

Baja Construction Co., Inc.  
New Jersey, United States (Remote)

\$60K/yr - \$80K/yr + Bonus, Commission

2 days ago Easy Apply



#### Sales Executive

Anew Recruit  
Washington DC-Baltimore Area (Remote)

2 weeks ago Easy Apply



#### Sales Executive

Anew Recruit  
Boston, MA (Remote)

2 weeks ago Easy Apply



#### Sales Executive

RYNO Strategic Solutions, LLC  
United States (Remote)

401(k), +6 benefits

5 days ago



#### Sales Executive

SoHookd  
Washington, DC (Remote)

\$50K/yr - \$65K/yr + Bonus

1 week ago Easy Apply



#### Sales Executive

Jackson Insurance Agency / CustomLifePro  
United States (Remote)

\$50K/yr - \$100K/yr + Bonus

Applicant review time is typically 2 days

2 months ago Easy Apply



#### Sales Executive

Business Knowledge Services  
Boston, MA (Remote)

Response time is typically 6 days

2 days ago Easy Apply



**Sales Executive**

Anew Recruit  
Albany, NY (Remote)

1 week ago [in](#) Easy Apply



**Sales Executive**

Velocity Business Solutions, LLC  
Greater Phoenix Area (Remote)

Response time is typically 1 day

2 weeks ago [in](#) Easy Apply



**Channel Sales Executive**

Konnecta  
United States (Remote)

2 days ago [in](#) Easy Apply



**Direct Mail Senior Sales Executive**

Plum Direct Marketing  
United States (Remote)

Response time is typically 4 days

2 months ago [in](#) Easy Apply

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# EXHIBIT B





April 11, 2023

[REDACTED]  
[REDACTED]  
[REDACTED]

Dear [REDACTED],

On behalf of Welcome Wagon, it is with great pleasure that I extend to you our offer of employment. The specifics of this offer are as follows:

JOB TITLE: Community Marketing Executive (CME), Welcome Wagon

START DATE: April 17, 2021

SUPERVISOR: [REDACTED]  
[REDACTED]  
[REDACTED]

COMPENSATION: During the first 90 days of employment you will receive a 40% commission on net Commissionable sales. Thereafter you will receive the applicable commission rate per the tiers below.

Commission %
Up to \$10,000 20%
\$10,000.01 - \$16K 21%
\$16,000.01 - \$25K 23%
\$25,000.01 + 25%

INITIAL RECRUITMENT BONUS: You will receive a \$250 bonus upon your first sale at Welcome Wagon if this sale is completed within 90 days of your start date stated in this offer letter.

EXPENSE REIMBURSEMENT: Business-related expenses will be reimbursed up to \$100 per month. Please refer to the CME Compensation Plan for a full reimbursement policy. (May vary in the state of California)

LOCATION: Territory #'s 47360, Gift Book #s LQ6, LW6, LQ7

As a Community Marketing Executive (CME ) you will be eligible for medical, dental, and vision insurance on the 1st of the month following \$10,000 in sales. See attached benefits booklet for details.



Prior to your start date, you will be receiving login instructions for the ADP self-service portal to complete your New Hire Paperwork. You will also receive instructions to activate your corporate email address. You will need to complete the new hire documents to ensure the timely processing of your first paycheck and employment verification.

Under federal law, all new employees must attest that they fulfill the employment eligibility criteria and produce valid identification verifying identity and work authorization in the United States. This verification process will be conducted on the first day of employment.

You are required to provide valid forms of identification on your first day of employment (the original documents). You will complete the I-9 Form and your identification will be reviewed by HR. Acceptable forms of identification are listed in your new hire paperwork in ADP. In the event that HR is unable to verify with you within the first 3 days of employment, you will not be permitted to work.

This letter is not intended to be a contract and your employment is at will. This means that you have the right to resign at any time, for any reason, with or without cause, and with or without notice. Likewise, Welcome Wagon retains the right to terminate your employment at any time, for any reason, with or without notice, with or without cause.

This at-will employment relationship will remain in full force and effect notwithstanding any changes that may occur in your position, title, pay or other terms or conditions of your employment.

This offer is contingent upon a satisfactory completion of references and passing of a motor vehicle check (MVR). You will receive a link to a secure platform to create an account through ADP's Candidate Link. Your start date is contingent upon the completed motor vehicle check (MVR) and a satisfactory (time varies by state) background checks report.

During your first week at Welcome Wagon, you must attend 2-hour training sessions Monday through Friday. These training sessions should not be missed and will be paid to you at minimum wage for a total of 10 hours in the week. Please make sure you plan your schedule ahead of time to attend. You will receive a separate email with more details.

This is a general overview of the schedule for your first training week at Welcome Wagon. **WE EXPECT YOU TO BE AVAILABLE FOR YOUR TRAINING WEEK AND PLAN YOUR SCHEDULE AHEAD OF TIME.**

Monday - 12:30 - 1:30 p.m. EST: Orientation (1 hour)

Tuesday, Wednesday - 12:00 - 2:00 p.m. EST (2 hrs per day)

Thursday, Friday - 10:00 a.m. - 12:30 p.m. EST or 12:00 - 2:30 p.m. EST depending on your manager (2 to 2.5 hours per day) You will get more information on the email you will receive by Friday afternoon before your start date.

We are very pleased to extend this offer to you. I join the rest of the Welcome Wagon team and am looking forward to working with you, and believe that our success will be even greater with you aboard. Please indicate your acceptance of this offer by signing and returning the original letter to your respective recruiter. This offer is valid for 2 days from the date on the offer letter.

Sincerely,

**Barbara Antes**  
Senior Recruiter



*I have read and understand the terms of this offer and consent to all of the terms and provisions contained herein.*

SIGNATURE \_\_\_\_\_

██████████

DATE \_\_\_\_\_

Congratulations and Welcome!

# EXHIBIT C

KK0 002589 0800SF 0000070034 1

# Earnings Statement



WELCOME WAGON LLC  
5830 CORAL RIDGE DR  
CORAL SPRINGS, FL 33076-3392

Period Beginning: 01/02/2024  
Period Ending: 01/31/2024  
Pay Date: 02/20/2024

Filing Status: Single/Married filing separately  
Exemptions/Allowances:  
Federal: Standard Withholding Table

**JACQUELINE SEIFTER**  
[REDACTED]  
**RIVERHEAD NY 11901**

Earnings	rate	hours	this period	year to date
Com			5,558.72	9,001.71
Performanc			2,250.00	3,250.00
<b>Gross Pay</b>			<b>\$7,808.72</b>	12,251.71

**Important Notes**  
COMPANY PH#:(954) 417-8977

Deductions	Statutory	Other	this period	year to date
	Federal Income Tax		-989.19	1,330.39
	Social Security Tax		-470.38	732.08
	Medicare Tax		-110.01	171.21
	NY State Income Tax		-370.85	555.39
	NY SDI Tax		-2.60	5.20
	NY Paid Family Leave Ins		-29.13	45.70
	Dental Low		-47.29*	94.58
	Medical		-174.67*	349.34
	<b>Net Pay</b>		<b>\$5,614.60</b>	
	CHECKING		-5,614.60	
	<b>Net Check</b>		<b>\$0.00</b>	

**Additional Tax Withholding Information**  
Taxable Marital Status:  
NY: Single  
Exemptions/Allowances:  
NY: 0

**\* Excluded from federal taxable wages**

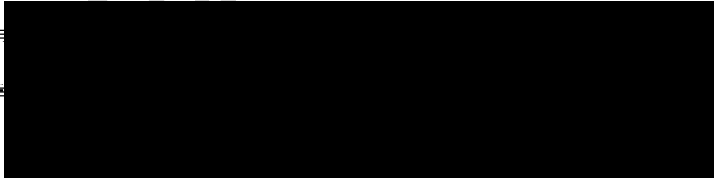
Your federal taxable wages this period are  
\$7,586.76

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WELCOME WAGON LLC  
5830 CORAL RIDGE DR  
CORAL SPRINGS, FL 33076-3392

Advice number: 0000070034  
Pay date: 02/20/2024

Deposited to the account of  
JACQUELINE SEIFTER



THIS IS NOT A CHECK

**NON-NEGOTIABLE**

KK0 002589 0800SF 0000290027 1

# Earnings Statement



WELCOME WAGON LLC  
5830 CORAL RIDGE DR  
CORAL SPRINGS, FL 33076-3392

Period Beginning: 06/01/2024  
Period Ending: 06/30/2024  
Pay Date: 07/19/2024

Filing Status: Single/Married filing separately  
Exemptions/Allowances:  
Federal: Standard Withholding Table

**JACQUELINE SEIFTER**  
[REDACTED]  
**RIVERHEAD NY 11901**

Earnings	rate	hours	this period	year to date
Com			2,177.33	21,885.30
Performanc			25.00	4,415.00
<b>Gross Pay</b>			<b>\$2,202.33</b>	26,300.30

**Important Notes**  
COMPANY PH#:(954) 417-8977

Deductions	Statutory	Other		
Federal Income Tax	-76.37		1,890.16	
Social Security Tax	-122.78		1,534.29	
Medicare Tax	-28.72		358.83	
NY State Income Tax	-61.30		961.79	
NY SDI Tax	-2.60		23.30	
NY Paid Family Leave Ins	-8.21		98.09	
Dental Low	-47.29*		331.03	
Medical	-174.67*		1,222.69	
<b>Net Pay</b>	<b>\$1,680.39</b>			
CHECKING	-1,680.39			
<b>Net Check</b>	<b>\$0.00</b>			

**Additional Tax Withholding Information**  
Taxable Marital Status:  
NY: Single  
Exemptions/Allowances:  
NY: 0

**\* Excluded from federal taxable wages**

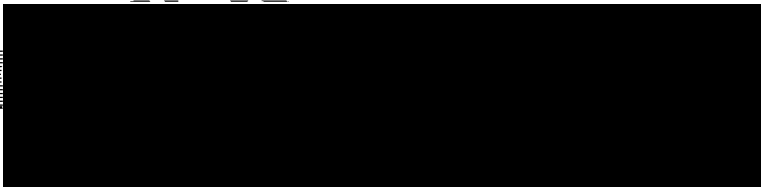
Your federal taxable wages this period are \$1,980.37

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WELCOME WAGON LLC  
5830 CORAL RIDGE DR  
CORAL SPRINGS, FL 33076-3392

Advice number: 0000290027  
Pay date: 07/19/2024

Deposited to the account of  
JACQUELINE SEIFTER



THIS IS NOT A

**NON-NEGOTIABLE**

KK0 002589 0800SF 0000200031 2

# Earnings Statement



WELCOME WAGON LLC  
5830 CORAL RIDGE DR  
CORAL SPRINGS, FL 33076-3392

Period Beginning: 04/01/2024  
Period Ending: 04/30/2024  
Pay Date: 05/20/2024

Filing Status: Single/Married filing separately  
Exemptions/Allowances:  
Federal: Standard Withholding Table

**JACQUELINE SEIFTER**  
[REDACTED]  
**RIVERHEAD NY 11901**

Earnings	rate	hours	this period	year to date
Com			1,789.44	17,399.62
Performanc				3,870.00
<b>Gross Pay</b>			<b>\$1,789.44</b>	21,269.62

**Important Notes**  
COMPANY PH#:(954) 417-8977

Deductions	Statutory	Other		
	Federal Income Tax		-57.28	1,724.81
	Social Security Tax		-110.95	1,249.91
	Medicare Tax		-25.95	292.32
	NY State Income Tax		-50.80	832.26
	NY SDI Tax		-2.60	15.60
	NY Paid Family Leave Ins		-6.67	79.33
	Dental Low			236.45
	Medical			873.35
<b>Net Pay</b>			<b>\$1,535.19</b>	
CHECKING			-1,535.19	
<b>Net Check</b>			<b>\$0.00</b>	

**Additional Tax Withholding Information**  
Taxable Marital Status:  
NY: Single  
Exemptions/Allowances:  
NY: 0

Your federal taxable wages this period are \$1,789.44

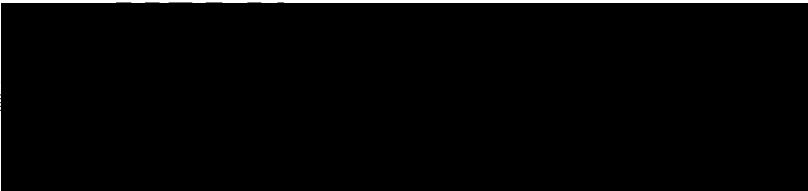
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WELCOME WAGON LLC  
5830 CORAL RIDGE DR  
CORAL SPRINGS, FL 33076-3392

Advice number: 0000200031  
Pay date: 05/20/2024

Deposited to the account of  
JACQUELINE SEIFTER

THIS IS NOT A



**NON-NEGOTIABLE**