

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(NORTHERN DIVISION)

**RONALD J. SCHILLING, Jr.**  
861 Seven Gables Circle  
Palm Bay, Florida 32909  
*Resident of Brevard County*

\*  
\*  
\*  
\*  
\*

Civil Action No.:

and

\*  
\*

Jury Trial Requested

**RUSSELL E. DOLAN**  
209 Riverview Court  
Sykesville, Maryland 21784  
*Resident of Carroll County*

\*  
\*  
\*  
\*  
\*

and

\*  
\*

Collective/Class Action Claims

**JONATHAN A. HECKER**  
8598 Fairfax Street  
Manassas, Virginia 20110  
*Resident of Manassas City*

\*  
\*  
\*  
\*  
\*

*Individually and On Behalf of Other  
Similarly Situated Employees*

\*  
\*  
\*

Plaintiffs,

\*  
\*

v.

\*  
\*

**SCHMIDT BAKING COMPANY, INC.**  
601 South Caroline Street  
Suite 200  
Baltimore, Maryland 21231

\*  
\*  
\*  
\*  
\*

Serve: George J. Philippou, R.A.  
650 South Exeter Street  
Suite 200  
Baltimore, Maryland 21202

\*  
\*  
\*  
\*  
\*

Defendant.

\*  
\*

\* \* \* \* \*

**CLASS AND COLLECTIVE ACTION COMPLAINT FOR WAGES OWED**

RONALD J. SCHILLING, JR., RUSSELL E. DOLAN and JONATHAN A. HECKER, Plaintiffs, through their undersigned counsel and The Law Offices of Peter T. Nicholl, hereby submit their Complaint on behalf of themselves and all those similarly situated against SCHMIDT BAKING COMPANY, INC., Defendant, to recover unpaid wages, liquidated damages, interest, reasonable attorneys' fees and costs under Section 16(b) of the Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, *et seq.* (hereinafter, "FLSA"); unpaid wages, interest, liquidated damages, reasonable attorneys' fees and costs under Maryland Wage and Hour Law, Maryland Code Annotated, Labor and Employment Article §§ 3-401, *et seq.* (hereinafter, "MWHL"); and unpaid wages, interest, treble damages, reasonable attorneys' fees and costs under the Maryland Wage Payment and Collection Law, Md. Ann. Code, Labor & Employment, §§ 3-501, *et seq.* (hereinafter, "MWPCL"), and in support thereof, state as follows:

**INTRODUCTION AND BACKGROUND**

The Schmidt Baking Company ("Defendant") is in the business of producing and delivering bread products. Defendant produces over one hundred and thirty million (130,000,000.00) bakery items annually, making it the largest independent wholesale baker in the Mid-Atlantic region. Defendant employs approximately eight hundred and sixty (860) people in its eleven (11) distribution centers.

Defendant operates a regional network of bakeries and depots, providing baked goods to various establishments. This includes restaurants, grocery stores, various small businesses, schools, prisons and warehouses located in Maryland, Virginia and Washington, D.C.

Defendant hired Plaintiffs and other similarly situated employees to work as District Sales Managers ("DSMs"). Their primary duties were to "manage" a predetermined

geographical region in which Defendant's products are sold. Plaintiffs were assigned to districts that were in close proximity to their personal residence. Defendant implemented this policy so that Plaintiffs and other DSMs could readily respond to any emergencies that arose.

For purposes of making deliveries to its customers, Defendant enters into contracts with independent operators ("operators"). Defendant finances or leases routes to operators so they can deliver products on Defendant's behalf. This is accomplished by transporting these goods by means of "box trucks."

Plaintiffs were regularly called upon to fill in for absent operators. Having to complete the operators' delivery routes represented a large part of Plaintiffs' duties. The operators often called out sick, or simply failed to show up. When this occurred, it was required that Plaintiffs and others similarly situated make the deliveries. However, Defendant did not maintain a sufficient number of company trucks at its depots to efficiently equip its DSMs. This required Plaintiffs and other DSMs to consistently use their personal vehicles for deliveries.

In addition, understaffing also resulted in Plaintiffs having to travel to depots outside of their district. This was typically for purposes of assisting with delivery routes assigned to operators that were unavailable. It was common for these routes to be located out of state. Thus, the time it took to travel to these depots greatly increased the amount of hours Plaintiffs worked each week.

Although Plaintiffs were required to perform this extra work, they still had to fulfil their regular assignments as well. This entailed having to complete large volumes of clerical work at their assigned depots. The performance of manual labor at Defendant's warehouses was another one of Plaintiffs' regular tasks. These tasks were very time-consuming. Thus, having to perform

these arduous tasks, in addition to covering for the independent operators, caused Plaintiffs and other DSMs to work around the clock.

Defendant failed to provide “swing drivers”<sup>1</sup> who could pick up missed shifts, or fill in when operators were unable to complete their routes. Thus, Plaintiffs and other DSMs being called in to either finish, begin, or complete an entire route was a regular practice throughout their employment. Plaintiffs and other DSMs would receive these calls at any time of day. This occurred regularly, both before and after Plaintiffs’ scheduled shifts, as well as on their days off. Plaintiffs and other DSMs were essentially nothing more but substitute drivers.

Plaintiffs and other DSMs consistently had to fill in for absent operators during periods when they were not scheduled to work. For instance, Plaintiffs’ workday was to begin at 7:00 a.m. and end at 4:00 p.m. However, many independent operators were scheduled to start their deliveries at 1:00 a.m. Plaintiffs and other DSMs had to regularly report at this time in order to fill in for the operators that called out or failed to show up. The delivery routes often took anywhere between twelve (12) to sixteen (16) hours to complete. Once finished, Plaintiffs were then responsible for completing their regular assignments. This was specific to the clerical and warehouse work that Plaintiffs had to finish. Having to perform all of these assignments resulted in Plaintiffs working an excessive amount of overtime. Their heavy workload resulted in Plaintiffs working non-stop.

These circumstances resulted in Plaintiffs having to work regularly anywhere from seventy (70) to eighty-five (85) hours each week. There were periods when Plaintiffs were

---

<sup>1</sup> In this instance, a “swing driver” would be an entity (as discussed *infra*) that would be contracted to fill in for a regularly contracted independent operator when that operator was unavailable. Defendant did not have any such “swing drivers” contracted to fill in for its absent independent operators. Instead, Defendant relied on its DSMs to pick up whatever routes were left unfinished.

required to work much more. As such, Plaintiffs worked far in excess of forty (40) hours each week. However, Defendant failed altogether to compensate Plaintiffs for the overtime hours they worked.

Defendant was able to complete these illegal acts by paying Plaintiffs and others similarly situated under the guise of a salary. However, this per se salary was a facade; Plaintiffs' duties did not exempt them from the overtime requirements of the FLSA or MWHL. Defendant willfully and intentionally paid Plaintiffs and other DSMs a salary for the purpose of evading the overtime requirements. Defendant is currently engaged in this unlawful activity.

Defendant is affiliated with several other bread distribution companies, including H & S Bakery, Inc., Northeast Foods, Inc. and Holsum. The pay practices alleged herein are pervasive throughout the enterprise.

#### **THE PARTIES**

1. Plaintiff Ronald J. Schilling, Jr. (hereinafter, "Plaintiff Schilling") is an adult resident of Brevard County, Florida.

2. Plaintiff Russell E. Dolan (hereinafter, "Plaintiff Dolan") is an adult resident of Carroll County, Maryland.

3. Plaintiff Jonathan A. Hecker (hereinafter, "Plaintiff Hecker") is an adult resident of Manassas City, Virginia.

4. Defendant Schmidt Baking Company, Inc. (hereinafter, "Defendant") is a for-profit company that produces and distributes bread products throughout the Mid-Atlantic region. Defendant's headquarters are in Baltimore, Maryland, where it maintains its principal office.

5. Defendant owns and operates numerous baking and distribution facilities in Maryland, Washington D.C. and Virginia both individually and through its wholly owned subsidiary, Schmidt Baking Distribution, LLC.

6. Defendant is affiliated with H & S Bakery, Inc., Northeast Foods, Inc. and Holsum.

7. Defendant is engaged in a common enterprise with H & S Bakery, Inc., Northeast Foods, Inc. and Holsum.

8. Due to the nature of its business, Defendant is subject to the FLSA, MWHL and the MWPCCL. Defendant's business meets the definition of a retail or service establishment.

9. Defendant's annual dollar volume of business exceeds five hundred thousand dollars (\$500,000.00). As such, Defendant is subject to the FLSA, MWHL and the MWPCCL.

10. Based on their duties, at all times relevant to this Complaint, Plaintiffs were engaged in interstate commerce.

11. Plaintiffs worked for Defendant who, at all times throughout Plaintiffs' employment, fell within the purview of the term "employer" under the FLSA, 29 U.S.C. § 203(d), MWHL, § 3-401(b) and the MWPCCL, § 3-501(b).

12. At all times relevant, Plaintiffs and others similarly situated worked as non-exempt employees for Defendant.

13. Throughout their employment, Plaintiffs performed various duties for Defendant. A strong portion of these duties consisted of making deliveries. Plaintiffs primarily made these deliveries through the use of their personal vehicles, all of which had a gross vehicle weight ("GVW") of less than ten thousand pounds (10,000.00 lbs.).

14. From approximately July 5, 2013 to January 1, 2016, Plaintiff Schilling was employed with Defendant and held the title of District Sales Manager (“DSM”). For the entirety of his employment, Schilling was based out of Defendant’s Baltimore, Maryland depot.

15. From approximately July 1, 2011 to March 24, 2016, Plaintiff Dolan was employed with Defendant. For the entirety of his employment, Dolan held the title of DSM. He was also based out of Defendant’s Baltimore, Maryland depot.

16. From approximately January 1, 2004 to October 1, 2015, Plaintiff Hecker was employed with Defendant. During the relevant period, he held the title of DSM. Plaintiff Hecker was assigned to Defendant’s Clinton, Maryland depot.

17. At all times relevant to this Complaint, Defendant controlled the administration of its business and set employee schedules, including the schedules of Plaintiffs and other similarly situated employees.

18. Defendant was actively engaged in the management and direction of Plaintiffs and others similarly situated.

19. Defendant controlled and supervised the work that Plaintiffs and other similarly situated employees performed.

20. Defendant and/or their agents were regularly present in Plaintiffs and other similarly situated employees’ work area.

21. Defendant possessed and exercised the authority to determine the hours worked by Plaintiffs and others.

22. Defendant had the authority to control Plaintiffs’ tasks and the tasks of others similarly situated.

23. Defendant had the power and authority to change the course of Plaintiffs and other similarly situated employees' duties.

24. Defendant made all decisions relating to Plaintiffs' rate and method of pay.

25. Plaintiffs and members of the putative class recognized Defendant's authority and obeyed Defendant's instructions.

### **JURISDICTION AND VENUE**

26. Original jurisdiction in this Honorable Court is expressly provided by FLSA, 29 U.S.C. § 207, *et seq.* This Court also has subject matter jurisdiction under 28 U.S.C. § 1331, as this matter presents a federal question.

27. Discretionary supplemental jurisdiction of Plaintiffs' Maryland state law claims is provided by 28 U.S.C. § 1367(a); the state law claims form part of the same case or controversy and derive from a common nucleus of operative facts, in which Plaintiffs' federal claims are based. Furthermore, no reasons exist that would force this Honorable Court to decline jurisdiction; the state law claims (i) do not raise novel or complex issues of state law, (ii) do not substantially predominate the claims over which this Honorable Court has original jurisdiction, and (iii) no exceptional circumstances exist that would constitute a compelling reason for declining jurisdiction, thereby satisfying 28 U.S.C. 1367(c).

28. Pursuant to 28 U.S.C. § 1391 (b), venue is appropriate; the unlawful acts central to this matter occurred primarily within the State of Maryland.

### **FACTUAL ALLEGATIONS FOR ALL CLAIMS**

29. Plaintiffs and other similarly situated employees hold or held the title of District Sales Manager (hereinafter, "DSM"). Plaintiffs and others similarly situated were hired by Defendant to perform various tasks regarding the delivery of bread and related products.



30. Plaintiffs' job description was to "manage" a particular region within which Defendant delivered its products. However, Plaintiffs were not involved in any true managerial tasks.

31. The managing of their region only pertained to assisting independent operators ("operators"). These individuals are not employees of Defendant, but rather independent contractors. Defendant finances or leases its routes to the operators, who in turn deliver products on behalf of Defendant.<sup>2</sup> Defendant also leases vehicles to the operators so that they can complete the deliveries.

32. Each independent operator is a distinct entity.<sup>3</sup> Some of these entities lease more than one (1) route from Defendant. Each route contains varying numbers of grocery stores, schools, prisons or other establishments to which the operator is charged with delivering Defendant's products. These establishments vary in size and require different quantities of product.

33. Plaintiffs were specifically told not to refer to the operators as employees. Because the operators were not employees of Defendant, Plaintiffs and other DSMs had no authority over them. Throughout their employment, Plaintiffs were repeatedly reminded of these conditions. Plaintiffs' direct supervisors, who held the title of Branch Manager (hereinafter, "BM"), were the persons responsible for enforcing this policy.

---

<sup>2</sup> Prior to the period relevant to this lawsuit, the independent operators were actual employees of Defendant. In approximately October of 2013, all operators were subsequently converted into independent contractors.

<sup>3</sup> The nature of these entities vary; they range from corporations, limited liability companies and partnerships, to sole proprietors.

34. In addition, Defendant's Area Sales Managers (hereinafter, "ASMs") were also responsible for enforcing the aforementioned policy. They were the individuals charged with overseeing the entire region that encompassed Plaintiffs and other DSMs' districts.

35. During meetings and other discussions with BMs and ASMs, it was made clear to Plaintiffs that they lacked the authority to discipline the independent operators in any way. This included the ability to hire or fire the operators, or alter their routes.

36. BMs and ASMs were the only persons that retained authority over the independent operators. Any decision made in regard to an operator's duties had to be approved by a BM or an ASM. If an operator breached their contract with Defendant by failing to make a timely delivery, or didn't meet any other contractual requirement, Plaintiffs were required to notify management. From there, Defendant would direct Plaintiffs on how to respond. Plaintiffs were prohibited by management from taking any action on their own.

37. For the duration of their employment, Plaintiffs had to regularly complete the delivery routes that were assigned to the independent operators. This resulted from understaffing, routinely causing Plaintiffs' workload to be substantially increased. It was common for independent operators to be unavailable to perform their routes. This was due to various reasons, which included an operator being tardy or ill.

38. There were frequent occasions when an operator would simply fail to appear. These conditions did not excuse Defendant from having to meet the delivery demands of its clients. This resulted in Plaintiffs and other DSMs having to complete the entire route.

39. It was also common for Plaintiffs and other DSMs to have to finish the route that an independent operator began. Each delivery route took approximately twelve (12) to sixteen

(16) hours to complete. However, issues often developed that prevented the operators from completing their routes. This required Plaintiffs to fill-in.

40. Correcting mistakes made by independent operators was another one of Plaintiffs' regular functions. Operators often delivered the incorrect type or quantity of a product to Defendant's customers. Plaintiffs and other DSMs were the persons responsible for fixing this mistake. This entailed retrieving the incorrect product from the store, in addition to delivering the correct one.

41. Plaintiffs could be called on to make deliveries at any time. This included days that they were scheduled to be off, as well as periods prior or subsequent to their scheduled shifts. Plaintiffs can recall frequent periods when they were required to make deliveries overnight.

42. Due to understaffing, Plaintiffs were also regularly required to make deliveries originating from other depots and distribution centers. These delivery routes were different from those associated with Plaintiffs' depots. Plaintiffs can consistently recall being required to travel long distances, which includes having to drive throughout various regions of Maryland, Virginia and Washington, D.C. in order to reach Defendant's other depots and distribution centers. Plaintiffs would then have to complete the delivery route once they arrived, further increasing the amount of drive time Plaintiffs were required to effectuate.

43. During periods of understaffing, fixing errors that occurred during deliveries for other depots outside of their districts was another one of Plaintiffs' tasks. This was a common practice throughout Plaintiffs' employment. This was a common practice for other DSMs as well.

44. Due to the quantity of deliveries and limited number of independent operators, Plaintiffs spent approximately sixty-five percent (65%) to eighty-five percent (85%) of their time each week making deliveries. To complete the deliveries, Plaintiffs used their personal vehicles approximately ninety percent (90%) of the time.

45. During the relevant period, Plaintiff Schilling's personal vehicle was a 2010 Honda Accord. The estimated gross vehicle weight (hereinafter, "GVW") of this vehicle is between four thousand two hundred and ninety-nine pounds (4,299.00 lbs.) and four thousand five hundred and seventy-five pounds (4,575.00 lbs.).

46. During the relevant period, Plaintiff Dolan's personal vehicle was a 2013 Nissan Rogue. Its estimated GVW is between four thousand three hundred and thirty-nine pounds (4,339.00 lbs.) and four thousand five hundred and twenty-six pounds (4,526.00 lbs.).

47. During the relevant time period, Plaintiff Hecker's personal vehicle was a 2012 Toyota Camry. Its estimated GVW is between three thousand one hundred and ninety pounds (3,190.00 lbs.) and three thousand four hundred and twenty pounds (3,420.00 lbs.).

48. Defendant maintained company owned vehicles at each depot. On the very rare occasions when Plaintiffs did not use their personal vehicles, they used a company vehicle to make deliveries.

49. Plaintiffs Schilling and Dolan were employed at the Baltimore depot. The vehicles within this fleet included a 2007 Workhorse W42 delivery truck. The estimated GVW of this truck is between nine thousand pounds (9,000.00 lbs.) and sixteen thousand pounds (16,000.00 lbs.).

50. At the Baltimore depot, Defendant also maintained a 2008 Chevrolet Express van. The GVW of this van is between four thousand eight hundred and ninety-four pounds (4,894.00 lbs.) and six thousand three hundred and thirty pounds (6,330.00 lbs.).

51. Plaintiff Hecker was employed at the Clinton depot, where Defendant also maintained a fleet of trucks. Within this fleet was a “box truck” similar in size and type to an Isuzu NPR. Its estimated GVW is between twelve thousand pounds (12,000.00 lbs.) and sixteen thousand pounds (16,000.00 lbs.).

52. At the Clinton depot, Defendant also maintained a GMC Safari Van, which has an estimated GVW between four thousand eight hundred and ninety-four pounds (4,894.00 lbs.) and six thousand three hundred and thirty pounds (6,330.00 lbs.).

53. At each depot, the company vehicles were to be shared amongst the DSMs. However, the number of vehicles maintained at each depot was limited. These conditions regularly prevented Plaintiffs from accessing vehicles within the fleet. Therefore, it was necessary for Plaintiffs to use their personal vehicles to make the vast majority of deliveries.

54. Due to the sheer number of deliveries that Defendant was responsible for making, Plaintiffs’ use of their personal vehicles was a routine practice. Defendant’s agents were fully aware of these circumstances. These agents also enforced these protocols.

55. Occasionally, there were deliveries that Plaintiffs and other DSMs were tasked with performing that required the use of larger vehicles within their depot’s fleet. This was generally due to the quantity of Defendant’s product that was to be delivered. However, this type of delivery was rare. Most of the deliveries that Plaintiffs had to make could be accomplished through use of their personal vehicles.

56. Even more uncommon were occasions when absent independent operators would allow Plaintiffs to complete a route using their “box truck.” In fact, for the entirety of their employment, Plaintiffs can only recall completing a delivery through use of an operator’s truck once or twice. These conditions also resulted in Plaintiffs having to regularly use their personal vehicles for deliveries.

57. On top of their delivery tasks, Plaintiffs and other DSMs also had to perform various clerical duties. These duties centered around routine office work. Plaintiffs had to compile and complete various work documents. Collecting and making copies of receipts for transactions was also a routine task.

58. Controlling returns was another office function performed by Plaintiffs. This entailed monitoring Defendant’s network daily for purposes of checking the status of current orders. Specifically, Plaintiffs and other DSMs were tasked with monitoring the product that independent operators had to return from the stores within the DSMs’ district. Plaintiffs and other DSMs were strictly prohibited from making any adjustments to the next order to be delivered to a customer, regardless of the amount of returns. To make an adjustment, DSMs had to first obtain a BM’s or an ASM’s express consent.

59. Plaintiffs and other DSMs were also responsible for order adjustments. Plaintiffs had to regularly review the quantity of products that were delivered to Defendant’s customers. This was also accomplished through Defendant’s network, in which Plaintiffs would check whether the quantity of goods delivered conformed with a customer’s guidelines. Plaintiffs and other DSMs were responsible for contacting customers for purposes of informing them of any discrepancies. Plaintiffs were simply required to report this information. The customer made

the ultimate decision in regard to whether any modifications were needed. Defendant's customers maintained the full authority to suggest or demand any changes to the order.<sup>4</sup>

60. Plaintiffs also had to regularly respond to calls and correspondence from BMs and independent operators. This primarily pertained to the status of deliveries. Each day, Plaintiffs had to ensure that all scheduled deliveries were completed. This required that Plaintiffs regularly make calls throughout their shifts to see if an operator needed assistance.

61. It was also routine for Plaintiffs to respond to calls and emails before and after their scheduled shifts. Plaintiffs also regularly responded to inquiries on days they were not scheduled to work. Plaintiffs were tasked with addressing many work related issues, regardless of when these issues arose. Missed deliveries or errors in product type were common problems throughout Plaintiffs' employment. It was required that Plaintiffs address these problems as soon as they were discovered.

62. Plaintiffs also had to perform tasks in Defendant's warehouse. This primarily entailed the performance of manual labor. Unloading products upon the arrival of delivery trucks was one of Plaintiffs' duties. During periods of understaffing, Plaintiffs were also

---

<sup>4</sup> When there were discrepancies regarding the quantity of a product delivered, in order to prevent returns, BMs would advise Plaintiffs to attempt to convince the customer to keep the full quantity. The manner in which Plaintiffs relayed this information to customers was in accordance with Defendant's policies. Plaintiffs and other DSMs had no authority to negotiate on their own. If a customer refused to take the full shipment (in the event of a surplus) or requested additional product (in the event of a deficiency), Plaintiffs had no authority to actually negotiate a modified deal. For instance, if the customer refused, Plaintiffs and other DSMs were tasked with delivering or retrieving Defendant's product to or from that customer to ensure the order was to the customer's satisfaction.

required to travel to other depots for purposes of unloading trucks.<sup>5</sup> Plaintiffs did not load the independent operator's trucks.

63. Plaintiffs and other DSMs were also required to perform general cleaning. This included cleaning various areas around Defendant's warehouses. Plaintiffs also had to clean and properly close up their depot once the last route was completed.

64. Having to re-set tracking devices that were used in making deliveries was another common task performed in the warehouse. Per the instructions of Defendant's clients, Plaintiffs were also manually tasked with applying labels to products.

65. Plaintiffs and other DSMs' duties also entailed completing work in the stores of Defendant's customers. For instance, Plaintiffs and other DSMs had to perform "product resets." This typically occurred once or twice a year at each store that Defendant serviced. Depending on the store and the product, this could be as minimal as replacing signs or posters. Larger undertakings included having to move, construct, or alter aisle displays. Depending upon the number of stores within a district, Plaintiffs and other DSMs were typically assigned to perform product resets during approximately sixteen (16) to twenty (20) weeks in a calendar year.

66. Plaintiffs and other DSMs were also required to perform resets in other districts. This resulted from a consistent shortage of DSMs.

67. Plaintiffs and other DSMs were also required to retrieve stale and unused products from stores. Defendant's customers often had difficulty in maintaining fresh product

---

<sup>5</sup> Even though Plaintiffs' title was that of "manager," Plaintiffs had no authority over the warehouse workers; Plaintiffs simply performed the same duties as the warehouse employees when they were working in the warehouse.



on their shelves. Thus, Plaintiffs and other DSMs having to collect the stale products was a consistent practice throughout their employment.

68. Plaintiffs were also regularly required to visit the stores of customers. This was to ensure that everything was in proper order. Plaintiffs had to verify that all deliveries were correct. Plaintiffs were also tasked with rearranging and stocking products on a customer's shelves. This was based on instructions given by Defendant's customers or Plaintiffs' respective BM or ASM. These instructions were specific to the age, quantity and type of the product on display.

69. Plaintiffs had no discretion. Plaintiffs had to follow the strict guidelines set forth by the BMs and ASMs in regard to all of the tasks that they performed. The BMs and ASMs were in charge of overseeing all of the day-to-day activities performed by Plaintiffs and other DSMs. This included the manner in which they interacted with customers.

70. For example, it was common throughout Plaintiffs' employment for customers to requests changes to their orders. This was typically in regard to the quantity or type of product requested, or modifications specific to the schedule of deliveries. BMs and ASMs possessed the sole authority in regard to any modifications. For instance, only BMs or ASMs could authorize the sending of additional products. Plaintiffs and other DSMs were not permitted to make any changes to orders without first obtaining consent. Plaintiffs also had to regularly report to BMs in regard to all changes that were pending.

71. Plaintiffs and other DSMs were under the strict control of the BMs and ASMs. At any time, the BMs or ASMs could order Plaintiffs and other DSMs to perform any of the tasks discussed above. Once requested, it was required that Plaintiffs perform the task immediately. This was regardless of whether or not Plaintiffs were actually present at work.

72. Plaintiffs had no managerial authority. BMs and ASMs made all decisions in regard to Plaintiffs and other DSMs' tasks. BMs, ASMs and other supervisors were constantly on-site for purposes of providing management and instructions to Plaintiffs. Plaintiffs attended regular meetings that were centered on the employment procedures that they were required to follow.

73. Plaintiffs did not supervise any employees.

74. Plaintiffs retained no authority in regard to the employment conditions of any of Defendant's employees.

75. Plaintiffs did not have any input or discretion in regard to any of the employment terms and conditions of the independent operators.

76. Plaintiffs performed no analysis.

77. Plaintiffs did not interpret any information.

78. Plaintiffs did not write any reports.

79. Plaintiffs did not perform work that was in any way related to Defendant's management policies or general business operations.

80. Plaintiffs' duties did not affect the structure of Defendant's business, substantially or otherwise.

81. Plaintiffs had no effect, substantial or otherwise, on the administrative operation of Defendant's business.

82. Plaintiffs only performed work related to the production of daily, efficient, and timely delivery of baked goods, Defendant's primary product.

83. Plaintiffs satisfied the requirements of their job and adequately performed their duties to benefit Defendant, as well as Defendant's customers.

84. Plaintiffs completed all of their duties to the extent required by Defendant.

85. For the aforementioned work, from approximately July 5, 2013 until November 1, 2013, Plaintiff Schilling received weekly payments of one thousand two hundred and fifty dollars (\$1,250.00). Plaintiff Schilling subsequently received a raise once he was assigned to manage a district, leading him to receive weekly payments of one thousand four hundred and fifty dollars (\$1,450.00). Plaintiff Schilling received this sum for the remainder of his employment.

86. Plaintiff Dolan received weekly payments in the sum of one thousand four hundred and seventy dollars (\$1,470.00). Plaintiff Dolan received these payments for the entirety of the relevant period.

87. Within the last three (3) years of his employment, Plaintiff Hecker's weekly payments began at one thousand two hundred and fifty dollars (\$1,250.00). Plaintiff Hecker received raises in 2013 and 2014, leading his weekly payments to be approximately one thousand three hundred and thirty-seven dollars (\$1,337.00) at the time his employment ended.

88. During all times relevant to the Complaint, Plaintiffs worked as salaried employees. Plaintiffs received the same weekly payment regardless of how many hours they worked each week.

89. Upon the commencement of their employment, Plaintiffs Schilling and Dolan were advised that their schedules would be from 7:00 a.m. to 4:00 p.m., five (5) days a week. Plaintiff Hecker was advised that his schedule would be from 7:00 a.m. to 4:00 p.m., six (6) days a week.

90. Plaintiffs were advised that there was to be no lunch break. Plaintiffs were expected to eat on the job while working and not to take a full break.

91. Plaintiffs worked far in excess of their scheduled hours. For the duration of their employment, Plaintiffs worked well over forty (40) hours each week.

92. The overtime that Plaintiffs consistently worked resulted substantially from the disorganization of Defendant's business. Management persistently made inefficient decisions regarding how the company was to be operated. This was primarily due to not having enough independent operators, DSMs and various other positions staffed.

93. Defendant continuously failed to hire additional employees to assist Plaintiffs with completing their work. Defendant also never reassigned any of Plaintiffs' duties.

94. Due to the disorganization of Defendant's business, Defendant would often schedule routes without having a sufficient number of available independent operators to cover them. Plaintiffs and other DSMs would have to respond to this issue regularly. This consisted of having to find additional drivers to complete the routes and address other scheduling aspects to ensure that deliveries were completed. Performing these tasks would result in regularly extending Plaintiffs' workday. These conditions contributed to the overtime hours that Plaintiffs worked each week.

95. Paperwork specific to deliveries was also regularly misfiled. It was required that Plaintiffs locate the missing documents and file them appropriately. This was imperative to Defendant's business, as many of these documents pertained to payment information specific to client accounts. Locating these missing documents was a tedious and time-consuming process. This process resulted in Plaintiffs having to regularly work hours outside of their schedule.

96. As discussed above, Plaintiffs were also regularly called in to work when independent operators called out sick or failed to appear. Plaintiffs also had to report when there were not enough operators staffed, or when operators were unable to finish their routes.

Understaffing was a consistent issue throughout Plaintiffs' employment. Due to this issue, Plaintiffs were regularly required to report to either their district, or another depot, to fill in for an operator. As mentioned previously, it was not uncommon for Plaintiffs to have to report to depots located out of state.

97. Plaintiffs were regularly required to report late in the evening, during times that they were not scheduled to work. Plaintiffs were also regularly required to report early in the morning, prior to when their shifts were to begin. It was also consistently required for Plaintiffs to have to report on days that they were off. These requirements substantially contributed to the number of hours Plaintiffs worked each week.

98. The length of time it took to complete any given route further impacted the overtime hours that Plaintiffs worked. Each route took at least twelve (12) hours to complete. The delivery routes were typically scheduled to begin at approximately 1:00 a.m. When they were called upon to fill-in for an independent operator, it was common practice for Plaintiffs to begin their workday at this time. Once finished with their deliveries, Plaintiffs and other DSMs would then have to begin their regular clerical assignments. Due to the time it took to complete the deliveries, Plaintiffs could often not finish their office work until well after 4:00 p.m., the time their shifts were scheduled to end. As a result of these circumstances, leaving work late in the evening was a regular practice throughout Plaintiffs' employment. Plaintiffs having to work in excess of twelve (12) to fifteen (15) hours a day was also routine.

99. Additionally, on days they were assigned to perform "resets," Plaintiffs spent approximately four (4) to eight (8) hours at each store. When scheduled to perform resets, Plaintiffs and other DSMs were required to begin their workday at approximately 5:00 a.m. It was instructed that they begin early in the morning to minimally affect Defendant's clients

stores. Plaintiffs would typically complete their duties at around 2:30 p.m., which was well after 7:00 a.m., the time that they were regularly scheduled to report to their depot. This cut into the time Plaintiffs were able to perform their office tasks, requiring that they begin these assignments much later. Due to this late start, Plaintiffs were unable to complete their assignments until well after their shifts were scheduled to end. This practice resulted in Plaintiffs working overtime habitually.

100. Plaintiffs and other DSMs' office tasks were very time-consuming. There were multiple documents associated with the routes completed each day. It was required that Plaintiffs regularly submit invoices and sales tickets regarding these routes. The volume of the documents submitted led Plaintiffs to consistently work hours outside of their schedule.

101. Plaintiffs' warehouse duties were also time-consuming. The consistent unloading of bread, crates and trays was an arduous task. Plaintiffs and other DSMs had to perform these duties frequently throughout their employment. This also resulted from understaffing, as Defendant's warehouse personnel were the persons that should have completed these tasks. Said personnel often called out sick or were unavailable for other reasons. This caused Plaintiffs to have to consistently perform their work. These circumstances resulted in a regular prolonging of Plaintiffs' workdays. This in turn resulted in additional overtime hours being worked.

102. Each week, Plaintiffs and other DSMs also had to take turns closing their depot. Defendant made clear that each depot could not be closed until every route was completed. As such, Plaintiffs had to confirm with each driver that their route was finished. It was typical for each depot to have well over fifty (50) routes scheduled daily. Due to the sheer number of routes, combined with consistent delays with deliveries, Plaintiffs were often prohibited from closing the depots until after the time their shifts were scheduled to end. It was common for all

routes to be completed anywhere between 6:00 p.m. to 10:00 p.m., times that Plaintiffs should have already been off. These conditions further impacted the number of overtime hours that Plaintiffs and other DSMs worked.

103. There are additional factors that contributed to the excessive overtime that Plaintiffs and other DSMs worked. For instance, Plaintiffs Schilling and Dolan were told that they were to work Mondays, Tuesdays, Thursdays, Fridays and Saturdays. However, Plaintiffs Schilling and Dolan were also regularly required to work on Wednesdays.

104. Occasionally, there were mandatory office-wide meetings at the Baltimore depot, the depot to which Plaintiffs Schilling and Dolan were assigned. These meetings always took place on Wednesdays. Even though Wednesday was supposed to be their day off, Schilling and Dolan were required to attend. Plaintiffs were also not allowed to take a different day off to account for their mandatory attendance. Although they did not occur week to week, these meetings were routine and occurred throughout Plaintiffs Schilling and Dolan's employment.

105. Plaintiffs Schilling and Dolan were never compensated for their attendance of these meetings. These meetings often lasted a full workday. Their attendance substantially contributed to the overtime hours they worked.

106. Plaintiffs Schilling and Dolan also had to perform additional work on Wednesdays. Although they were supposed to be off, it was regularly required that they assist at other depots. This could range from making deliveries to performing work around the warehouse. Performing this extra work contributed to the overtime they worked weekly.

107. In addition, all of the Plaintiffs were required to remain "on call." Plaintiffs were required to keep their phones with them at all times to ensure that they could be reached. Plaintiffs and other DSMs had to always be available to answer inquiries from BMs, ASMs and

independent operators. These inquiries were typically in regard to various aspects of Defendant's delivery routes. Plaintiffs were often contacted after their work day had ended, and/or before it began. Plaintiffs were also routinely contacted on days that they were scheduled to be off. Having to regularly respond to inquiries during times that they were not working was a consistent practice throughout Plaintiffs' employment. This practice contributed to the overtime that Plaintiffs habitually worked.

108. Many of these calls pertained to work related emergencies. Throughout Plaintiffs' employment, crisis situations would commonly arise. This resulted from a lack of communication between Defendant's supervisors and its workers. This primarily pertained to orders being incorrect. When this occurred, Plaintiffs and other DSMs were routinely called in to respond. It was routine for Plaintiffs to have to respond during periods when they were not scheduled to work. It was demanded that Plaintiffs address these emergency situations immediately upon request. These demands caused Plaintiffs to work overtime excessively.

109. Plaintiffs and other DSMs also frequently received calls regarding additional assignments. Many of these assignments had to be performed the same day the call was received. Plaintiffs often received notice of these assignments during periods when they were not at work. It was required that Plaintiffs return to work in order to complete these assignments. This requirement greatly increased the number of overtime hours that Plaintiffs worked each week.

110. In addition, although they were scheduled to be off, it was standard for Plaintiffs and other DSMs to have to perform work on Sundays. It was required that Plaintiffs be available to handle calls from stores within their district on this day. It was routine for customers to request items needed for delivery. When this occurred, Plaintiffs and other DSMs had to deliver



the products requested. Making these deliveries would often take hours to complete. These conditions contributed to the number of overtime hours that Plaintiffs regularly worked.

111. As a result of all the aforementioned circumstances, Plaintiffs and other DSMs consistently worked in excess of forty (40) hours each week. For the duration of their employment, Plaintiffs' heavy workload required that they consistently work seventy (70) to eighty-five (85) hours weekly. Plaintiffs regularly worked even more; working in excess of one hundred (100) hours each week was common throughout Plaintiffs' employment. Working seven (7) days a week was also routine.<sup>6</sup>

112. Defendant was well aware of the overtime hours worked by Plaintiffs.

113. Defendant suffered or permitted Plaintiffs to work more than forty (40) hours each week.

114. Defendant failed altogether to compensate Plaintiffs for working these additional hours.

115. Regardless of how many hours they worked, Plaintiffs were only paid their regular salary.

116. Defendant paid Plaintiffs and others similarly situated a salary in order to evade both Federal and Maryland wage and hour laws.

117. There is no bona fide dispute that Plaintiffs are owed overtime wages for hours worked over forty (40) in a workweek.

118. At no time did Plaintiffs' duties include work that would make them exempt from the FLSA and/or MWHL provisions requiring that they be paid overtime wages.

---

<sup>6</sup> Throughout his tenure, Plaintiff Hecker can recall a period of having to work sixty (60) days straight.

119. In bad faith, Defendant withheld overtime wages owed to Plaintiffs, even after they inquired about the wages missing from their weekly paychecks.

120. Defendant ignored said inquiries and continued to fail to compensate Plaintiffs properly for all hours worked.

121. Consequently, Plaintiffs seek their wages owed and other available relief through this Complaint.

### **FLSA COLLECTIVE ACTION ALLEGATIONS**

122. Defendant employed Plaintiffs and others similarly situated to work as District Sales Managers (DSMs).

123. Upon information and belief, these similarly situated employees are subject to the same unlawful practices described within this Complaint; Defendant paid these similarly situated employees a salary for the sole purpose of not paying overtime wages.

124. The FLSA requires employers to compensate non-exempt employees such as Plaintiffs and others similarly situated overtime wages for all hours worked over forty (40) within a workweek.

125. Defendant knew that Plaintiffs and other similarly situated employees typically and customarily worked over forty (40) hours per week and suffered or permitted Plaintiffs and others to work more than forty (40) hours per week.

126. Defendant knew, or should have known, that Plaintiffs and those similarly situated were entitled to overtime payments for hours worked in excess of forty (40) in a workweek.

127. Pursuant to the FLSA, Plaintiffs commence this collective action against Defendant on behalf of themselves and those similarly situated for the payment of wages owed

for all hours worked at an overtime rate of not less than one and a half (1.5) times their regular rates of pay.

128. Plaintiffs consent to be party plaintiffs in this matter; Plaintiffs' consent forms are attached to this Complaint as Exhibits A, B and C. It is likely that other individuals will join Plaintiffs during this litigation and file written consents to "opt in" to this collective action.

129. There are numerous similarly situated current and former employees of Defendant that have been harmed by Defendant's common scheme to underpay their employees and violate the FLSA.

130. These similarly situated persons are known to Defendant and are readily identifiable through Defendant's records.

131. Many of these similarly situated employees would benefit from the issuance of court-supervised notice, granting them the opportunity to join this lawsuit.

132. Upon information and belief, others will choose to join Plaintiffs in this action and opt in to this lawsuit to recover unpaid wages and other available relief.

**CLASS ACTION ALLEGATIONS UNDER MARYLAND WAGE LAWS**

133. Plaintiffs bring this action Pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and other current and former employees that served as District Sales Managers (DSMs) for Defendant and were subject to the following practices and policies:

134. Denial of overtime wages under MWHL for hours worked over forty (40) in a single workweek; and

135. Denial of all wages owed to Plaintiffs and other district managers at the termination of their employment in violation of the MWPCCL.

136. The classes Plaintiffs seek to represent are defined as:

*MWHL Class*

All individuals who are or were employed by Defendant as DSMs for any period ranging from July 6, 2013 to the present and who were not paid an overtime rate of time-and-a-half their regular rate for all hours worked over forty (40) in a workweek in violation of MWHL.

*MWPCL Class*

All individuals who were and are no longer employed by Defendant as DSMs for any period of time ranging from July 6, 2013 to the present and who were not paid an overtime rate of time-and-a-half their regular rate for all hours worked over forty (40) in a workweek in violation of MWHL and did not receive all wages owed to them before the termination of their employment with Defendant in violation of the MWPCL.

137. *Numerosity:* The individuals in the class are so numerous that joinder of all members is impracticable. Although the precise number of such individuals is currently unknown, on information and belief, the class includes dozens of employees who are readily identifiable through Defendant's pay records. Defendant employed dozens of DSMs at its depots. Defendant operates dozens of depots across the Mid-Atlantic Region. Consequently, numerosity exists.

138. *Commonality:* There are questions of law and fact common to the classes. Among the common questions of law and fact applicable to Plaintiffs and the classes are:

- i. Whether the MWHL class is similarly situated because they all performed the same basic duties and were subject to Defendant's common policy and practice of not paying them overtime;
- ii. Whether Defendant employed the MWHL class within the meaning of MWHL;

- iii. Whether Defendant violated MWHL by failing to pay Plaintiffs and the MWHL class overtime compensation for hours worked in excess of forty (40) hours per workweek;
- iv. Whether Defendant's violations of MWHL were willful;
- v. Whether Defendant failed to provide Plaintiffs and other members of the MWPCCL class with all wages due at the time their employment ended in violation of the MWPCCL; and
- vi. Whether Defendant is liable for damages claimed herein, including but not limited to, compensatory, liquidated or treble, statutory, interest, costs and attorneys' fees.

139. *Typicality*: Plaintiffs' claims are typical of those of the classes. Specifically, each and every class member of both the MWHL class and the MWPCCL class worked as a DSM for Defendant and was assigned to one of its depots. Each and every MWHL class member was required to work well over forty (40) hours per workweek to keep up with Defendant's imposed schedule and regular understaffing. Each class member for both classes was paid a salary that remained unchanged, regardless of the amount of hours worked each week. Every member of the MWPCCL class failed to receive all wages owed to them at the end of their employment. As a result, each and every class member suffered the same harm. This was due to Defendant's failure to pay a proper overtime premium for all hours worked in excess of forty (40) hours per workweek and the subsequent failure to pay to Plaintiffs and other members of the MWPCCL Class all wages owed to them at the conclusion of their employment. This constitutes a direct violation of MWHL, as well as a subsequent violation of the MWPCCL.

140. *Adequacy*: Plaintiffs will fully and adequately protect the interests of the class. They seek the same recovery as the class, predicated upon the same violations of the law and the same damage theory. Plaintiffs have also retained counsel who are qualified and experienced in the prosecution of statewide wage and hour class actions. Neither Plaintiffs nor their counsel have interests that are contrary to, or conflicting with, the interests of the class.

141. *Predominance*: The common issues of law and fact predominate over any individual issues. Each class member's claim is controlled by Maryland's wage and hour statutory scheme and one set of facts. This is based on Defendant's failure to pay overtime as required by MWHL and its subsequent failure to pay all wages due at the end of an individual's employment as required by the MWPCCL. Similarly, the damages are eminently certifiable in that Defendant's records will provide the amount and frequency each class member was paid. The amount of time each class member worked is also available through Defendant's records.

142. This action is maintainable as a class action. The prosecution of separate actions by individual members of the classes would create a risk of inconsistent or varying adjudications with respect to individual members of the classes. This would establish incompatible standards of conduct for Defendant. If they were to pursue their claims separately, the numerous adjudications that would be required to protect the individual interests of the class members would constitute a drain and burden on judicial resources. Accordingly, the Court should certify the proposed classes.

#### **CAUSES OF ACTION AND VIOLATIONS OF LAW**

##### **Count I. Violation of the FLSA: Failure to Pay Overtime Wages to Plaintiffs and all Members of the Collective Action Who, During The Course of This Matter, Opt-In to the Suit by Submitting their Consent Forms to Become a Party Plaintiff.**

143. Plaintiffs hereby fully incorporate in this Count all allegations contained within Plaintiffs' Complaint.

144. Plaintiffs are entitled to overtime under 29 U.S.C. § 207(a), which provides that employers must compensate their employees for hours worked in excess of forty (40) in a workweek at a rate of not less than one and one-half (1.5) times the regular rate at which they are employed.

145. As described above, Plaintiffs have not received from Defendant compensation reflecting the prescribed overtime wage rate for hours worked in excess of forty (40) in a week; Defendant failed to compensate Plaintiffs for these additional hours.

146. Defendant willfully and intentionally failed to compensate Plaintiffs for the overtime wages they are owed.

147. There is no bona fide dispute that Plaintiffs are owed overtime wages for work performed for Defendant.

148. Under the FLSA, Plaintiffs are entitled to additional wages from Defendant to compensate them for hours worked in a workweek in excess of forty (40) at a rate of one and one-half (1.5) times Plaintiffs' regular hourly wage rate.

**Count II. Violation of MWHL: Failure to Pay Overtime Wages to Plaintiffs and All Members of the MWHL Class, to be Certified by Motion During the Course of This Matter.**

149. Plaintiffs hereby fully incorporate in this Count all allegations contained within Plaintiffs' Complaint.

150. Pursuant to Maryland Labor and Employment Code Ann. § 3-415, each employer shall pay an overtime wage of at least one and one half (1.5) times the regular hourly rate; furthermore, pursuant to Maryland Labor and Employment Code Ann. § 3-420(a), an employer shall compute the wage for overtime under § 3-415 on the basis of each hour over forty (40) that an employee works during one (1) workweek.

151. Plaintiffs have not received compensation from Defendant reflecting the prescribed overtime wage rate for hours worked in excess of forty (40) in a week.

152. Defendant willfully and intentionally did not compensate Plaintiffs for the overtime wages they are owed. There is no bona fide dispute that Plaintiffs are owed overtime wages for work performed for Defendant.

153. Under MWHL, Plaintiffs and members of the MWHL class are entitled to additional wages from Defendant for all overtime hours worked at a rate of one and one-half (1.5) times Plaintiffs' regular hourly wage rate.

**Count III. Violation of the MWPCL: Failure to Pay Wages Owed at the Termination of Their Employment to Plaintiffs and to All Members of the MWPCL Class, to be Certified by Motion During the Course of This Matter.**

154. Plaintiffs hereby fully incorporate in this Count all allegations contained within Plaintiffs' Complaint.

155. Plaintiffs are entitled to wages under the Maryland Wage Payment and Collection Law, Labor and Employment §§3-501 *et seq.*, which provides that each employer shall pay an employee all wages due for work that the employee performed before the end of employment, on or before the day on which the employee would have otherwise been paid the wages.

156. In accordance with §3-505(a), Plaintiffs have not received compensation from Defendant for all wages owed for work performed before the termination of their employment. This is specific to Defendant's failure to pay Plaintiffs the overtime wages that they are entitled to.

157. Defendant willfully and intentionally did not compensate Plaintiffs for the wages owed to them and continued to violate the MWPCL, even after Plaintiffs informed Defendant of the violation.



158. Under the MWPCCL, there is no bona fide dispute that Plaintiffs and the MWPCCL class are owed wages for work performed while employed by Defendant.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and others similarly situated, pray for the following relief:

- a) In accordance with 29 U.S.C. § 216(b), designation of this action as a collective action on behalf of Plaintiffs and those similarly situated;
- b) In accordance with Rule 23 of the Federal Rules of Civil Procedure, designation of this action as a Maryland state law class action on behalf of Plaintiffs and all members of the proposed classes;
- c) Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names, addresses, and emails of all those individuals who are similarly situated and permitting Plaintiffs to send notice of this action to all those similarly situated individuals;
- d) Designating the named Plaintiffs to act as class representatives on behalf of all similarly situated employees for both the FLSA and Maryland state law classes;
- e) Judgment against Defendant for its failure to pay Plaintiffs, and those similarly situated, in accordance with the standards set forth by the FLSA;
- f) Judgment against Defendant for its failure to pay Plaintiffs, and other members of the MWHL Class, in accordance with the standards set forth by MWHL;
- g) Judgment against Defendant for its failure to pay Plaintiffs, and other members of the MWPCCL Class, in accordance with the standards set forth by the MWPCCL;
- h) Judgment against Defendant and classifying its conduct as willful and not in good faith;
- i) Judgment against Defendant and classifying Plaintiffs and the class as non-exempt employees entitled to protection under the FLSA, MWHL and the MWPCCL;
- j) An award against Defendant for the amount of unpaid overtime wages owed to Plaintiffs and those similarly situated, calculated at a rate that is not less than one and a half (1.5) times Plaintiffs and other similarly situated employees' regular hourly rate for all overtime hours worked;

- k) An award of liquidated or trebled damages equal to, or double, the total amounts of unpaid wages owed to Plaintiffs and those similarly situated, whichever is deemed just and equitable by this Honorable Court;
- l) An award of reasonable attorneys' fees and all costs, plus pre-judgment and post-judgment interest, to be satisfied in full by Defendant;
- m) Leave to add additional Plaintiffs by motion, through the filing of written consent forms, or any other method approved by the this Honorable Court; and
- n) All further relief deemed just and equitable by this Honorable Court.

**REQUEST FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs request that a jury of their peers hear and decide all possible claims brought on behalf of Plaintiffs and those similarly situated.

Respectfully submitted,

/s/ Benjamin L. Davis, III  
Benjamin L. Davis, III, Esq. (29774)  
[bdavis@nicholllaw.com](mailto:bdavis@nicholllaw.com)  
Joseph E. Spicer, Esq. (27839)  
[jspicer@nicholllaw.com](mailto:jspicer@nicholllaw.com)  
The Law Offices of Peter T. Nicholl  
36 South Charles Street, Suite 1700  
Baltimore, Maryland 21201  
Phone No.: (410) 244-7005  
Fax No.: (410) 244-8454

*Attorneys for Plaintiffs*