

RECEIVED  
CIRCUIT COURT FOR  
BALTIMORE CITY

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

18 DEC 19 PM 12:04

**Plaintiff:** This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

**Defendant:** You must file an Information Report as required by Rule 2-323(h).

**THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING**

FORM FILED BY:  PLAINTIFF  DEFENDANT CASE NUMBER \_\_\_\_\_

CASE NAME: Brenda Bennett, et al. vs. University of Maryland Medical System  
Plaintiff Defendant

PARTY'S NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTY'S ADDRESS: \_\_\_\_\_

PARTY'S E-MAIL: \_\_\_\_\_

**If represented by an attorney:** PARTY'S ATTORNEY'S NAME: Benjamin L. Davis, III PHONE: 410-244-7005

PARTY'S ATTORNEY'S ADDRESS: 36 South Charles Street, Baltimore, Maryland 21201

PARTY'S ATTORNEY'S E-MAIL: bdavis@nichollaw.com

JURY DEMAND?  Yes  No

RELATED CASE PENDING?  Yes  No If yes, Case #(s), if known: \_\_\_\_\_

ANTICIPATED LENGTH OF TRIAL?: \_\_\_\_\_ hours \_\_\_\_\_ days

PLEADING TYPE

New Case:  Original  Administrative Appeal  Appeal

Existing Case:  Post-Judgment  Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

- |   |   |  |   |
|---|---|--|---|
| <p><b>TORTS</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Asbestos</li> <li><input type="checkbox"/> Assault and Battery</li> <li><input type="checkbox"/> Business and Commercial</li> <li><input type="checkbox"/> Conspiracy</li> <li><input type="checkbox"/> Conversion</li> <li><input type="checkbox"/> Defamation</li> <li><input type="checkbox"/> False Arrest/Imprisonment</li> <li><input type="checkbox"/> Fraud</li> <li><input type="checkbox"/> Lead Paint - DOB of Youngest Plt: _____</li> <li><input type="checkbox"/> Loss of Consortium</li> <li><input type="checkbox"/> Malicious Prosecution</li> <li><input type="checkbox"/> Malpractice-Medical</li> <li><input type="checkbox"/> Malpractice-Professional</li> <li><input type="checkbox"/> Misrepresentation</li> <li><input type="checkbox"/> Motor Tort</li> <li><input type="checkbox"/> Negligence</li> <li><input type="checkbox"/> Nuisance</li> <li><input type="checkbox"/> Premises Liability</li> <li><input type="checkbox"/> Product Liability</li> <li><input type="checkbox"/> Specific Performance</li> <li><input type="checkbox"/> Toxic Tort</li> <li><input type="checkbox"/> Trespass</li> <li><input type="checkbox"/> Wrongful Death</li> </ul> <p><b>CONTRACT</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Asbestos</li> <li><input type="checkbox"/> Breach</li> <li><input type="checkbox"/> Business and Commercial</li> <li><input type="checkbox"/> Confessed Judgment</li> <li>(Cont'd)</li> <li><input type="checkbox"/> Construction</li> <li><input type="checkbox"/> Debt</li> <li><input type="checkbox"/> Fraud</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Government</li> <li><input type="checkbox"/> Insurance</li> <li><input type="checkbox"/> Product Liability</li> </ul> <p><b>PROPERTY</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Adverse Possession</li> <li><input type="checkbox"/> Breach of Lease</li> <li><input type="checkbox"/> Detinue</li> <li><input type="checkbox"/> Distress/Distrain</li> <li><input type="checkbox"/> Ejectment</li> <li><input type="checkbox"/> Forcible Entry/Detainer</li> <li><input type="checkbox"/> Foreclosure <ul style="list-style-type: none"> <li><input type="checkbox"/> Commercial</li> <li><input type="checkbox"/> Residential</li> </ul> </li> <li><input type="checkbox"/> Currency or Vehicle</li> <li><input type="checkbox"/> Deed of Trust</li> <li><input type="checkbox"/> Land Installments</li> <li><input type="checkbox"/> Lien</li> <li><input type="checkbox"/> Mortgage</li> <li><input type="checkbox"/> Right of Redemption</li> <li><input type="checkbox"/> Statement Condo</li> <li><input type="checkbox"/> Forfeiture of Property / Personal Item</li> <li><input type="checkbox"/> Fraudulent Conveyance</li> <li><input type="checkbox"/> Landlord-Tenant</li> <li><input type="checkbox"/> Lis Pendens</li> <li><input type="checkbox"/> Mechanic's Lien</li> <li><input type="checkbox"/> Ownership</li> <li><input type="checkbox"/> Partition/Sale in Lieu</li> <li><input type="checkbox"/> Quiet Title</li> <li><input type="checkbox"/> Rent Escrow</li> <li><input type="checkbox"/> Return of Seized Property</li> <li><input type="checkbox"/> Right of Redemption</li> <li><input type="checkbox"/> Tenant Holding Over</li> </ul> | <p><b>PUBLIC LAW</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Attorney Grievance</li> <li><input type="checkbox"/> Bond Forfeiture Remission</li> <li><input type="checkbox"/> Civil Rights</li> <li><input type="checkbox"/> County/Mncpl Code/Ord</li> <li><input type="checkbox"/> Election Law</li> <li><input type="checkbox"/> Eminent Domain/Condemn.</li> <li><input type="checkbox"/> Environment</li> <li><input type="checkbox"/> Error Coram Nobis</li> <li><input type="checkbox"/> Habeas Corpus</li> <li><input type="checkbox"/> Mandamus</li> <li><input type="checkbox"/> Prisoner Rights</li> <li><input type="checkbox"/> Public Info. Act Records</li> <li><input type="checkbox"/> Quarantine/Isolation</li> <li><input type="checkbox"/> Writ of Certiorari</li> </ul> <p><b>EMPLOYMENT</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> ADA</li> <li><input type="checkbox"/> Conspiracy</li> <li><input type="checkbox"/> EEO/HR</li> <li><input checked="" type="checkbox"/> FLSA</li> <li><input type="checkbox"/> FMLA</li> <li><input type="checkbox"/> Workers' Compensation</li> <li><input type="checkbox"/> Wrongful Termination</li> </ul> <p><b>INDEPENDENT PROCEEDINGS</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assumption of Jurisdiction</li> <li><input type="checkbox"/> Authorized Sale</li> <li><input type="checkbox"/> Attorney Appointment</li> <li><input type="checkbox"/> Body Attachment Issuance</li> <li><input type="checkbox"/> Commission Issuance</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructive Trust</li> <li><input type="checkbox"/> Contempt</li> <li><input type="checkbox"/> Deposition Notice</li> <li><input type="checkbox"/> Dist Ct Mtn Appeal</li> <li><input type="checkbox"/> Financial</li> <li><input type="checkbox"/> Grand Jury/Petit Jury</li> <li><input type="checkbox"/> Miscellaneous</li> <li><input type="checkbox"/> Perpetuate Testimony/Evidence</li> <li><input type="checkbox"/> Prod. of Documents Req.</li> <li><input type="checkbox"/> Receivership</li> <li><input type="checkbox"/> Sentence Transfer</li> <li><input type="checkbox"/> Set Aside Deed</li> <li><input type="checkbox"/> Special Adm. - Atty</li> <li><input type="checkbox"/> Subpoena Issue/Quash</li> <li><input type="checkbox"/> Trust Established</li> <li><input type="checkbox"/> Trustee Substitution/Removal</li> <li><input type="checkbox"/> Witness Appearance-Compel</li> </ul> <p><b>PEACE ORDER</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Peace Order</li> </ul> <p><b>EQUITY</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Declaratory Judgment</li> <li><input type="checkbox"/> Equitable Relief</li> <li><input type="checkbox"/> Injunctive Relief</li> <li><input type="checkbox"/> Mandamus</li> </ul> <p><b>OTHER</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Accounting</li> <li><input type="checkbox"/> Friendly Suit</li> <li><input type="checkbox"/> Grantor in Possession</li> <li><input type="checkbox"/> Maryland Insurance Administration</li> <li><input type="checkbox"/> Miscellaneous</li> <li><input type="checkbox"/> Specific Transaction</li> <li><input type="checkbox"/> Structured Settlements</li> </ul> |
|---|---|--|---|

**IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)**

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> Abatement                       | <input type="checkbox"/> Earnings Withholding              | <input type="checkbox"/> Judgment-Interest           | <input type="checkbox"/> Return of Property     |
| <input type="checkbox"/> Administrative Action           | <input type="checkbox"/> Enrollment                        | <input type="checkbox"/> Judgment-Summary            | <input type="checkbox"/> Sale of Property       |
| <input type="checkbox"/> Appointment of Receiver         | <input type="checkbox"/> Expungement                       | <input type="checkbox"/> Liability                   | <input type="checkbox"/> Specific Performance   |
| <input type="checkbox"/> Arbitration                     | <input type="checkbox"/> Findings of Fact                  | <input type="checkbox"/> Oral Examination            | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination             | <input type="checkbox"/> Foreclosure                       | <input type="checkbox"/> Order                       | <input type="checkbox"/> Writ-Execution         |
| <input type="checkbox"/> Attachment b/f Judgment         | <input type="checkbox"/> Injunction                        | <input type="checkbox"/> Ownership of Property       | <input type="checkbox"/> Writ-Garnish Property  |
| <input type="checkbox"/> Cease & Desist Order            | <input type="checkbox"/> Judgment-Affidavit                | <input type="checkbox"/> Partition of Property       | <input type="checkbox"/> Writ-Garnish Wages     |
| <input type="checkbox"/> Condemn Bldg                    | <input checked="" type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order                 | <input type="checkbox"/> Writ-Habeas Corpus     |
| <input type="checkbox"/> Contempt                        | <input type="checkbox"/> Judgment-Confessed                | <input type="checkbox"/> Possession                  | <input type="checkbox"/> Writ-Mandamus          |
| <input type="checkbox"/> Court Costs/Fees                | <input type="checkbox"/> Judgment-Consent                  | <input type="checkbox"/> Production of Records       | <input type="checkbox"/> Writ-Possession        |
| <input checked="" type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Declaratory              | <input type="checkbox"/> Quarantine/Isolation Order  |   |
| <input type="checkbox"/> Damages-Punitive                | <input type="checkbox"/> Judgment-Default                  | <input type="checkbox"/> Reinstatement of Employment |   |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded.  Liability is not conceded, but is not seriously in dispute.  Liability is seriously in dispute.

**MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)**

- Under \$10,000     \$10,000 - \$30,000     \$30,000 - \$100,000     Over \$100,000

- Medical Bills \$ \_\_\_\_\_     Wage Loss \$ \_\_\_\_\_     Property Damages \$ \_\_\_\_\_

**ALTERNATIVE DISPUTE RESOLUTION INFORMATION**

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

- |                |   |                          |   |
|----------------|---|--------------------------|---|
| A. Mediation   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | C. Settlement Conference | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | D. Neutral Evaluation    | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**SPECIAL REQUIREMENTS**

- If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041
- If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049

**ESTIMATED LENGTH OF TRIAL**

*With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.*  
(Case will be tracked accordingly)

- |   |   |
|---|---|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time           |
| <input type="checkbox"/> 1 day of trial time      | <input type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time     |   |

**BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM**

*For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.*

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Expedited</b> - Trial within 7 months of Defendant's response | <input type="checkbox"/> <b>Standard</b> - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE  
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

- Expedited** - Trial within 7 months of Defendant's response       **Standard** - Trial within 18 months of Defendant's response

**IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.**

**CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)**

- Expedited                      Trial 60 to 120 days from notice. Non-jury matters.
- Civil-Short                      Trial 210 days from first answer.
- Civil-Standard                      Trial 360 days from first answer.
- Custom                      Scheduling order entered by individual judge.
- Asbestos                      Special scheduling order.
- Lead Paint                      Fill in: Birth Date of youngest plaintiff \_\_\_\_\_.
- Tax Sale Foreclosures                      Special scheduling order.
- Mortgage Foreclosures                      No scheduling order.

**CIRCUIT COURT FOR BALTIMORE COUNTY**

- Expedited  
(Trial Date-90 days)                      Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
- Standard  
(Trial Date-240 days)                      Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
- Extended Standard  
(Trial Date-345 days)                      Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- Complex  
(Trial Date-450 days)                      Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

12/18/2018

Date

36 South Charles Street, Suite 1700

Address

Baltimore MD 21021

City State Zip Code



Signature of Counsel / Party

Benjamin L. Davis, III

Printed Name

**BRENDA BENNETT**  
828 Whitmore Avenue  
Baltimore, MD 21216  
*Resident of Baltimore City*

**MARVINA WHETHERS**  
7093 Orion Circle  
Laurel, MD 20724  
*Resident of Prince George's County*

**DUSTIN HONTZ**  
2610 Midway Branch Drive  
Odenton, MD 21113  
*Resident of Anne Arundel County*

**TAMEIKA SMYRE**  
1004 Vine Street  
Baltimore, Maryland 21223  
*Resident of Baltimore City*

Plaintiffs,

v.

**UNIVERSITY OF MARYLAND MEDICAL  
SYSTEM CORPORATION**  
22 South Green Street  
Baltimore, Maryland 21201

Serve: Megan M. Arthur, Esq.  
250 West Pratt Street  
24th Floor  
Baltimore, MD 21201

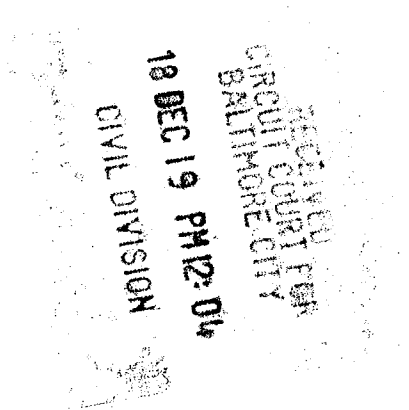
Defendant.

**IN THE CIRCUIT COURT FOR  
BALTIMORE CITY, MARYLAND  
CIVIL LAW DIVISION**

Jury Trial Requested

Class Claims

Civil Action No.:



**CLASS ACTION COMPLAINT**

BRENDA BENNETT, MARVINA WHETHERS, DUSTIN HONTZ and TAMEIKA SMYRE, Plaintiffs, by and through their undersigned counsel and The Law Offices of Peter T.

Nicholl, on behalf of themselves and all potential class members, hereby submit their Complaint against UNIVERSITY OF MARYLAND MEDICAL SYSTEM CORPORATION, Defendant, to recover damages, interest, reasonable attorneys' fees and other available relief under Maryland Wage and Hour Law ("MWHL"); and unpaid wages, treble damages, interest, reasonable attorneys' fees and costs under the Maryland Wage Payment and Collection Law, Md. Code Ann., Lab. & Empl. §§ 3-501, *et seq.* ("MWPCL"). In support thereof, Plaintiffs state as follows:

### **INTRODUCTION AND BACKGROUND**

University of Maryland Medical System Corporation ("Defendant") provides health care services through various facilities in Maryland. To assist with these services, Defendant employs numerous individuals who hold various positions. Some of these positions include Unit Secretaries, Security Guards and Medical Coders. Those who hold these positions are members of Defendant's support staff.

Plaintiffs were all members of Defendant's support staff. They were hired to perform the duties attributable to the positions listed above. Plaintiffs were all classified as non-exempt employees. They were all paid an hourly rate for the work they performed. However, Defendant failed to compensate Plaintiffs and other similarly situated employees for all hours worked.

Defendant completed this illegal act by not paying Plaintiffs and others similarly situated for the time they spent working through their breaks. In accordance with Defendant's policies, Plaintiffs and other support staff members were supposed to receive a thirty (30) minute to one (1) hour meal break each day. Defendant's time-keeping system automatically deducted the full length of each break period reflected in Plaintiffs' and other hourly employees' schedules. This was regardless of whether or not they actually took a break.

Defendant's time keeping system was programmed to ensure that the time Plaintiffs worked each day was reduced. Thirty (30) minutes to an hour was automatically deducted from their pay daily. They had no choice but to accept these deductions. Defendant's company policy was to ensure that Plaintiffs and other hourly employees were not paid for all time worked.

Defendant's policy had the effect of cheating Plaintiffs and other similarly situated employees out of their wages. The demands of their employment caused them to consistently work through their lunch breaks. Because Plaintiffs and others similarly situated were full-time employees, working through their breaks often caused them to work over forty (40) hours a week. Because they were not credited for this time worked, they were regularly denied overtime wages. Defendant's policy enabled it to evade the payment of wages owed to Plaintiffs and its other hourly employees. Defendant's unlawful policy is still enforced to date.

### **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

#### **The Parties**

1. Plaintiff Brenda Bennett (hereinafter, "Bennett") is an adult resident of Baltimore City, Maryland.
2. Plaintiff Marvinna Whethers (hereinafter, "Whethers") is an adult resident of Prince George's County, Maryland.
3. Plaintiff Dustin Hontz (hereinafter, "Hontz") is an adult resident of Anne Arundel County, Maryland.
4. Plaintiff Tameika Smyre (hereinafter, "Smyre") is an adult resident of Baltimore City, Maryland.

5. Defendant University of Maryland Medical System Corporation (hereinafter, “Defendant”)<sup>1</sup> is registered to conduct business in Maryland.

6. Defendant maintains its principal office in Baltimore City, Maryland.

7. Defendant is comprised of a network of hospitals.

8. Defendant’s business centers on providing health care services.

9. Plaintiff Bennett was employed with Defendant from approximately 1989 to June 2016.

10. From Approximately September 2015 to September 2017, Plaintiff Hontz was employed by Defendant.

11. From approximately May 2016 to June 2016, Plaintiff Whethers was employed by Defendant.

12. From 2001 to the present, Plaintiff Smyre was employed by Defendant.

13. At all times throughout Plaintiffs’ employment, Defendant fell within the definition of the term “employer” under Maryland Wage and Hour Law (hereinafter, “MWHL”) § 3-401(b) and the Maryland Wage Payment Collection Law (hereinafter, “MWPCL”) Md. Code Ann., Lab. & Empl. § 3-501(b).

14. Plaintiffs bring suit in this Honorable Court for the adjudication of their claims stemming from Defendant’s failure to pay them for all hours worked.

**Jurisdiction and Venue**

15. Pursuant to Md. Code Ann., Cts. & Jud. Proc. §§ 1-501 and 6-102, this Honorable Court has jurisdiction of this action.

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<sup>1</sup> Any reference to Defendant shall include its corporate officers and all those empowered to act as agents of the corporation, either explicitly or implicitly, or who are designated as agents under the doctrine of apparent agency. To the extent individual agents are responsible for any actions alleged in this Complaint, they are hereby incorporated by reference within the term “Defendant.”

16. This Court has general subject matter jurisdiction over the nature of the claims; the amount in controversy is greater than five thousand dollars (\$5,000.00), exclusive of prejudgment and postjudgment interest, attorneys' fees and costs, in compliance with Md. Code Ann. Cts. & Jud. Proc. § 4-402(d)(1)(i).

17. Pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-201(a), venue is appropriate in this Honorable Court; Defendant carries on regular business and habitually engages in its vocation in Baltimore City, Maryland. The facts central to Plaintiffs' claims occurred in Baltimore City as well.

**Plaintiffs' Employment with Defendant**

18. Plaintiffs and others similarly situated are/were employed as members of Defendant's support staff. They were assigned to work in the medical departments within Defendant's hospitals. Defendant operates approximately fourteen (14) hospitals in Maryland.

19. Plaintiffs and other similarly situated employees were staffed at these hospitals. They all held various positions. The duties attributable to these positions ranged anywhere from medical coding, providing security to completing routine office tasks.

20. For the performance of their tasks, Plaintiffs and others similarly situated were paid an hourly rate. This was regardless of the specific type of work they performed.

21. Defendant implemented a time-keeping system to track the time that its hourly employees worked. "Kronos" was the name of this system. Defendant's system recorded the time that its employees arrived and departed from work each day. Plaintiffs and others similarly situated were required to use the system to clock-in and out at the start and end of their shifts.



22. An automatic deduction for lunch was also programmed within the system. This was regardless of whether or not Plaintiffs and other similarly situated employees actually took a full lunch break. If they had to work through their break, the automatic deduction still applied.

23. The deductions were specific to the time of Plaintiffs' and other similarly situated employees' scheduled breaks. Their breaks ranged anywhere from thirty (30) minutes to an hour.

24. As a result of the automatic deductions, thirty (30) minutes to an hour was deducted from Plaintiffs' and other similarly situated employees' pay each day. All members of Defendant's support staff were subject to these deductions. Defendant's automatic break policy applied to all of its hourly employees.

25. From 1989 to approximately June 2016, Plaintiff Bennett worked as an hourly employee for Defendant. During the relevant period, she held the title of Unit Secretary. She was paid an hourly rate of eighteen dollars and eighty-nine cents (\$18.89).

26. From approximately September 2015 to September 2017, Plaintiff Hontz worked as a Security Guard for Defendant. His rate of pay was eleven dollars (\$11.00) an hour.

27. From approximately January 2016 to April 2016, Plaintiff Whethers was employed with Defendant. She was given the position of Medical Coder. Her hourly pay rate was thirty-one dollars (\$31.00).

28. From approximately June, 2001 until the present, Plaintiff Smyre worked as a Unit Secretary for Defendant. Her rate of pay was twenty dollars and ninety-six cents (\$20.96) an hour.

29. Plaintiffs and others similarly situated were all full-time employees. They were scheduled to work exactly forty (40) hours a week.

30. Although Plaintiffs and other similarly situated employees were scheduled to work forty (40) hours each week, they routinely worked much more. The demands of their employment

left no other choice. These demands required Plaintiffs and others similarly situated to routinely work through lunch.

31. The conditions of Plaintiffs' employment made it difficult to take a full lunch break. The nature of working in a hospital led them to be extremely busy. This often caused them to have to work through lunch.

32. For instance, having to deal with a substantial volume of patients around the time their lunch breaks were scheduled was common throughout Plaintiffs' employment. This factor caused them and other similarly situated employees to routinely work through their breaks.

33. It was also Defendant's practice to understaff its departments. This practice also caused Plaintiffs and others similarly situated to have to frequently work through lunch.

34. It was common for Plaintiffs and others similarly situated to only have time to eat something quickly at their workstations. They would often spend only a *de minimus* amount of time actually engaged in the act of eating during their scheduled break time. They would have to continue working during the rest of their break.

35. Even though Plaintiffs and others similarly situated consistently worked through their breaks, they were not compensated for this time. This was the direct result of Defendant's unlawful time-keeping system.

36. Although the system allowed Plaintiffs and others similarly situated to track the time they arrived and departed from work, they were prevented from clocking-in and out for lunch.

37. Defendant's system was programmed so that Plaintiffs' and other similarly situated employees' scheduled break times were automatically deducted from the time-clock. Because of these deductions, they failed to receive credit for the time they spent working through their breaks.

38. It was Defendant's policy to outright refuse Plaintiffs' and other similarly situated employees' requests to be credited for the time they worked during lunch. This policy was common to all of Defendant's medical departments. All hourly employees that were staffed in these departments were subject to Defendant's policy.

39. Defendant's agents often reprimanded Plaintiffs and others similarly situated for complaining of this policy. Therefore, even if they reported missing their lunch breaks, there was still no guarantee they would be paid for this time. Consequently, despite the fact that they consistently worked through all or part of their scheduled break, Plaintiffs and others similarly situated routinely failed to receive credit for this time.

40. Because they failed to receive credit for all of their time, Plaintiffs and others similarly situated were regularly denied the wages they rightfully earned. Plaintiffs and other similarly situated employees should have received overtime wages. Although they were typically scheduled to work up to forty (40) hours each week, working through lunch caused them to consistently work more.

41. Although they worked more, Defendant's automatic deduction policy prevented Plaintiffs and others similarly situated from being paid for this additional time. Defendant's unlawful policy enabled it to avoid paying its hourly employees overtime wages.

42. Plaintiffs and others similarly situated were not properly compensated for these hours. They failed to be paid at a rate of "time and a half" their regular rate of pay for all overtime hours worked.

43. Defendant was well aware of the overtime hours worked by Plaintiffs and other similarly situated employees.

44. Defendant permitted Plaintiffs and others similarly situated to work these overtime hours.

45. In bad faith, Defendant withheld the overtime wages owed to Plaintiffs and other similarly situated employees by instituting its unlawful time-keeping policy.

46. There is no bona fide dispute that Plaintiffs and others similarly situated are owed overtime wages for all hours worked over forty (40) in a workweek.

47. The duties performed by Plaintiffs and Defendant's other hourly employees did not implicate any exemptions contained within Maryland wage laws.

48. Consequently, on behalf of themselves and all those similarly situated, Plaintiffs seek the wages to which they are entitled and all other available relief through this Complaint.

*Class Action Allegations*

49. Pursuant to Maryland Rule of Civil Procedure 2-231, Plaintiffs bring this action on behalf of themselves and other current and former hourly employees that were employed by Defendant full-time and were denied the wages they rightfully earned as a result of Defendant's unlawful time-keeping system, in violation of MWHL and the MWPCCL.

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

*MWHL Class:*

All individuals who are or were employed by Defendant as nonexempt hourly employees for any period ranging from three (3) years prior to the filing of this Complaint to the present and who were subject to Defendant's unlawful time-keeping system and thus did not receive all overtime wages owed to them during weeks where they worked over forty (40) hours.

*MWPCCL Class:*

All individuals who are or were employed by Defendant as nonexempt hourly employees for any period ranging from three (3)

years prior to the filing of this Complaint to the present and who were subject to Defendant's unlawful time-keeping system and thus did not receive all overtime wages owed to them before the termination of their employment.

51. **Numerosity:** The individuals in this class are so numerous that joinder of all members is impracticable. At any given time, Defendant employs thousands of hourly employees who are members of its support staff. Upon information and belief, all of these employees are subject to the same unlawful time-keeping system that resulted in their failure to be paid for the time they spent working through lunch.

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

- i. Whether the classes are similarly situated because they were all subject to Defendant's common policy and practices;
- ii. Whether Defendant employed the MWHL class within the meaning of MWHL;
- iii. Whether Defendant's time-keeping policy of requiring automatic deductions has created a colorable claim for unpaid wages under MWHL;
- iv. Whether Defendant in turn violated the MWPCCL by failing to pay Plaintiffs and the MWPCCL class all compensation owed to them prior to the final pay period covering their employment; and
- v. Whether Defendant is liable for damages claimed herein, including but not limited to, compensatory, liquidated or treble, statutory, interests, costs and attorneys' fees.

53. **Typicality:** Plaintiffs' claims are typical of those of the class. Each and every class member was subject to the same payment policies implemented by Defendant. Each and every class member was exposed to Defendant's automatic timeclock system in the same way. Each and every class member was instructed to accept the implications that resulted from Defendant's automatic lunch deductions, which included their failure to receive compensation for the time the spent actually working through their breaks.

54. **Adequacy:** Plaintiffs will fully and adequately protect the interests of the classes. They seek the same recovery as the classes, predicated upon the same violations of law and the same damage theory. Additionally, Plaintiffs have 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 classes.

55. **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. Each class member's claim is controlled by one set of facts; Defendant's failure to pay all wages owed to Plaintiffs and other similarly situated employees in accordance with MWHL and its subsequent failure to pay all wages owed as required by the MWPCCL. Similarly, the damages are eminently certifiable; Defendant's records will illustrate the extent of the automatic timeclock deductions suffered by each class member.

56. The action is maintainable as a class action. The prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members. This would result in establishing 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.

### COUNTS AND VIOLATION OF LAW

#### Count I. Violation of MWHL

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

58. Pursuant to Md. Code Ann., Lab. & Empl. § 3-415, each employer shall pay an overtime wage of at least one and one half (1.5) times an employee's regular hourly rate.

59. Pursuant to Md. Code Ann., Lab. & Empl. § 3-420(a), an employer shall compute the wage for overtime under Md. Code Ann., Lab. & Empl. § 3-415 on the basis of each hour over forty (40) that an employee works during one (1) workweek.

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

61. Defendant willfully and intentionally did not compensate Plaintiffs for the overtime wages they are owed.

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

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

#### Count II. Violation Of The MWPCCL

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

65. Plaintiffs are entitled to wages under the Maryland Wage Payment Collection Law (“MWPCL”), Md. Code Ann., Lab. & Empl. §§3-501, *et. seq.*, which provides that each employer shall pay an employee all wages due for the work that the employee performed before the end of his or her employment, on or before the day on which the employee would have otherwise been paid the wages.

66. Wages include “any [...] remuneration promised for service.” Md. Code Ann., Lab. & Empl. § 3-501(c)(2)(v).

67. In accordance with § 3-505(a), Plaintiffs have not received compensation from Defendant for all wages owed before the termination of their employment. Defendant willfully and intentionally withheld these wages.

68. There is no bona fide dispute that Plaintiffs are owed wages for the work they performed for Defendant.

69. At no time did Plaintiffs’ duties include work for Defendant that would exempt them from the provisions mandated within the MWPCL.

70. The wages owed to Plaintiffs were not the subject of a valid deduction. MWPCL § 3-503.

71. The monies wrongfully withheld from Plaintiffs meets the definition of wages. MWPCL §§ 3-501(c)(1-2).

72. Defendant failed to pay Plaintiffs all wages owed to them by the date encompassing their final day of employment.

73. Because those wages were withheld in absence of a bona fide dispute, were not the subject of a valid deduction and not paid prior to the pay date upon which Plaintiffs received payment for their final days of work, Plaintiffs are entitled to treble damages.



*Relief Requested*

Plaintiffs request the following relief and herein seek:

74. Judgment against Defendant for its violation of the MWHL and MWPCL by withholding the wages owed to Plaintiffs and all members of the class. Plaintiffs are seeking an amount greater than \$75,000.00.

75. Pre-judgment and post-judgment interest.

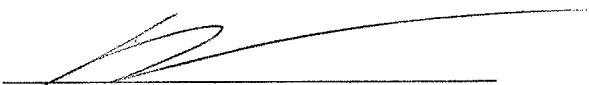
76. An award to Plaintiffs of all wages owed, which includes treble damages; Md. Code Ann., Lab. & Empl. §3-507.2(b).

77. A designation of this action as a class action under Maryland Rule of Civil Procedure Rule 2-231.

78. A designation of Plaintiffs as class representatives for the class to be certified by motion during the course of this matter;

79. Reasonable attorneys' fees and costs pursuant to Md. Code Ann., Lab. & Empl. § 3-427(a), as well as any additional relief available to Plaintiffs by law.

Respectfully submitted,



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