

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**
(Northern Division)

ISABELA RIVERA BRITO
3440 Christopher Court
Windsor Mill, MD 21244

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MARIA BRITO CHAVEZ
1941 Winder Road
Windsor Mill, MD 21244

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Civil Action No.

PETRONA CUPLAY BERNAL
6126 Moorefield Road
Baltimore, MD 21228

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and

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VICENTE SANCHEZ
3440 Christopher Court
Windsor Mill, MD 21244

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Plaintiffs, on behalf of themselves
and all others similarly situated,

*

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v.

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NEW LIFE HEALTHY LIVING, LLC
7600 Clays Lane
Windsor Mill, MD 21244

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NEW LIFE ADULT MEDICAL DAY
CARE, LLC
7600 Clays Lane
Windsor Mill, MD 21244

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AASHIANA, LLC
7600 Clays Lane
Windsor Mill, MD 21244

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and

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ALIF MANEJWALA
723 Old Benfield Road
Severna Park, MD 21146,

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Defendants.

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COLLECTIVE ACTION COMPLAINT

Plaintiffs Isabela Rivera Brito, Maria Brito Chavez, Petrona Cuplay Bernal, and Vicente Sanchez (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, by and through undersigned counsel, allege as follows:

1. Plaintiffs are current and former employees of New Life Healthy Living, LLC, New Life Adult Medical Day Care, LLC, Aashiana LLC, and Alif Manejwala (collectively, “Defendants”), which together operate an assisted living facility¹ and adult medical day care facility for older adults and people with disabilities.

2. During their employment with Defendants, Plaintiffs and other similarly situated individuals were subjected to wage theft. Defendants controlled all aspects of their work—including by setting their hourly pay rates and schedules, assigning and supervising their tasks, hiring and firing them, and requiring them to follow policies established by Defendants—but failed to pay them the wages and overtime wages they were legally entitled to receive.

3. Plaintiffs bring this action against Defendants for failing to pay their legally mandated wages under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*; the Maryland Wage and Hour Law (“MWHL”), Md. Code Ann., Lab. & Empl. §§ 3-401 *et seq.*; and the Maryland Wage Payment and Collection Law (“MWPCCL”), Md. Code Ann., Lab. & Empl. §§ 3-501 *et seq.* They seek their unpaid wages and additional damages, interest, attorneys’ fees, and costs pursuant to the FLSA, MWHL, and MWPCCL.

¹ In July 2023, the Maryland Department of Health issued an emergency suspension of New Life Healthy Living LLC’s license, closing the facility and transferring its residents for “numerous deficiencies” including “lack of proper clinical oversight,” “lack of adequate staff,” and a broken air conditioning system resulting in a temperature “in the facility’s common areas measured [at] 84-88 degrees.” Although Defendants’ assisted living services ceased, their adult medical day care services continued to operate. Since approximately March 2024, both the assisted living and adult medical day care services are once again in operation.

4. Plaintiffs bring this action as a collective action under the FLSA, 29 U.S.C. §§ 207 and 216(b), on behalf of themselves and all other similarly situated employees of Defendants.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b) because this civil action arises under the FLSA.

6. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 and Article III, Section 2 of the United States Constitution because they are so related to Plaintiffs' federal FLSA claims that they form part of the same case or controversy under Article III, Section 2 of the United States Constitution.

7. This Court has personal jurisdiction over Defendant New Life Healthy Living, LLC because it is a Maryland corporation conducting business in the state of Maryland.

8. This Court has personal jurisdiction over Defendant New Life Adult Medical Day Care, LLC because it is a Maryland corporation conducting business in the state of Maryland.

9. This Court has personal jurisdiction over Defendant Aashiana, LLC because it is a Maryland corporation conducting business in the state of Maryland.

10. This Court has personal jurisdiction over Defendant Alif Manejwala because he resides in and conducts business in Maryland, and thus has continuous and systematic contacts with the state.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District.

PARTIES

12. Plaintiff Isabela Rivera Brito, a Maryland resident, was employed by Defendants from approximately 2011 through June 2023, although she did not work for Defendants for

approximately one year from 2019 to 2020 because of her newborn child's serious health issues. Plaintiff Rivera Brito returned to work for Defendants from approximately March 2024 to the present.

13. Plaintiff Maria Brito Chavez, a Maryland resident, was employed by Defendants from approximately 2018 through approximately June 2023, although she did not work for Defendants for a period of time in approximately 2021 or 2022 due to an injury.

14. Plaintiff Petrona Cuplay Bernal, a Maryland resident, was employed by Defendants in 2018 for approximately 6 months. She then returned to work for Defendants from approximately March 2021 to July 2023.

15. Plaintiff Vicente Sanchez, a Maryland resident, was employed by Defendants from approximately March 2018 to November 2019. He returned to work for Defendants from approximately March 2020 to the present.

16. As required by the FLSA, 29 U.S.C. § 216(b), each Plaintiff has given written consent to become a party to this action. True and correct copies of Plaintiffs' FLSA consent forms are attached hereto as Exhibit 1.

17. Plaintiffs and similarly situated employees all worked for Defendants during the period of three years before the filing of this Complaint and were not paid the required overtime wage rates for the hours they worked beyond 40 per workweek.

18. Defendant New Life Healthy Living, LLC is a Maryland corporation with its principal place of business in Maryland.

19. At all times relevant to this action, New Life Healthy Living, LLC has been an enterprise engaged in interstate commerce or in the production of goods for commerce within the meaning of the FLSA.

20. At all times relevant to this action, New Life Healthy Living, LLC has earned more than \$500,000 in annual gross income, volume of sales made, or business done.

21. At all times relevant to this action, New Life Healthy Living, LLC has been Plaintiffs' employer within the meaning of the FLSA, 29 U.S.C. § 203(g); Md. Code Ann., Lab. & Empl., § 3-101(c); the MWHL, *id.* § 3-401(b); and the MWPCCL, *id.* § 3-501(b).

22. Defendant New Life Adult Medical Day Care, LLC is a Maryland corporation with its principal place of business in Maryland.

23. At all times relevant to this action, New Life Adult Medical Day Care, LLC has been an enterprise engaged in interstate commerce or in the production of goods for commerce within the meaning of the FLSA.

24. At all times relevant to this action, New Life Adult Medical Day Care, LLC has earned more than \$500,000 in annual gross income, volume of sales made, or business done.

25. At all times relevant to this action, New Life Adult Medical Day Care has been Plaintiffs' employer within the meaning of the FLSA, 29 U.S.C. § 203(g); Md. Code Ann., Lab. & Empl., § 3-101(c); the MWHL, *id.* § 3-401(b); and the MWPCCL, *id.* § 3-501(b).

26. Defendant Aashiana, LLC is a Maryland corporation with its principal place of business located in Maryland.

27. At all times relevant to this action, Aashiana, LLC has been an enterprise engaged in interstate commerce or in the production of goods for commerce within the meaning of the FLSA.

28. At all times relevant to this action, Aashiana, LLC has earned more than \$500,000 in annual gross income, volume of sales made, or business done.

29. At all times relevant to this action, Aashiana, LLC has been Plaintiffs' employer within the meaning of the FLSA, 29 U.S.C. § 203(g); Md. Code Ann., Lab. & Empl., § 3-101(c); the MWHL, *id.* § 3-401(b); and the MWPCCL, *id.* § 3-501(b).

30. New Life Healthy Living, LLC, New Life Adult Medical Day Care, LLC, and Aashiana, LLC (collectively, "Corporate Defendants") operated as part of a single integrated enterprise.

31. The Corporate Defendants engaged in related activities and are part of a unified operation, including the operation of an assisted living facility and adult medical day care facility under one roof at 7600 Clays Lane, Windsor Mill, Maryland, 21244.

32. The Corporate Defendants are linked by a common business purpose, including the for-profit operation of long-term care facilities and the provision of care to older adults and people with disabilities at the same location.

33. A public-facing sign in front of the building housing New Life Healthy Living, LLC and New Life Adult Medical Day Care, LLC—an image of which is below—represents that these entities function as a single operation combining their assisted living and adult medical day care services:



34. Defendants routinely transferred employees between New Life Healthy Living, LLC and New Life Adult Medical Day Care, LLC, with no notice or explanation. For example, Plaintiff Rivera Brito, Plaintiff Cuplay Bernal, and Plaintiff Sanchez were sometimes issued paystubs by New Life Healthy Living, LLC and other times by New Life Adult Medical Day Care, LLC.

35. At all times relevant to this action, the Corporate Defendants, acting as a single integrated enterprise, have together been an enterprise engaged in interstate commerce or in the production of goods for commerce within the meaning of the FLSA.

36. At all times relevant to this action, the Corporate Defendants, acting as a single integrated enterprise, have together earned more than \$500,000 in annual gross income, volume of sales made, or business done.

37. Defendant Alif Manejwala is an owner of and has had operational control over the Corporate Defendants.

38. Defendant Alif Manejwala is a Maryland resident.

39. At all times relevant to this action, Defendant Manejwala has been the President and CEO of New Life Healthy Living, LLC and New Life Adult Medical Day Care, LLC, and the registered agent of Aashiana, LLC. The mailing address for Aashiana, LLC, is Defendant Manejwala's home.

40. At all times relevant to this action, with respect to Plaintiffs and similarly situated employees, Defendant Manejwala supervised and controlled the terms and conditions of their employment, including by deciding not to pay them an overtime rate of 1.5 times their regular hourly rates when they worked more than 40 hours per workweek; had the power to hire and fire them; determined the amounts and means by which they were paid, including by setting their pay

rates, signing their paychecks, and establishing the Corporate Defendants' payroll systems; had the ultimate authority to set their work schedules; and maintained their employment records.

41. At all times relevant to this action, Defendants were Plaintiffs' and similarly situated employees' joint employers within the meaning of the FLSA, the MWHL, and the MWPCCL.

FACTUAL ALLEGATIONS

Introduction

42. New Life Healthy Living, LLC is an assisted living facility located at 7600 Clays Lane, Windsor Mill, Maryland, 21244. It provides older adults and people with disabilities with housing, care, meals, medication administration, and assistance with the activities of daily living, including bathing, dressing, and toileting.

43. New Life Adult Medical Day Care, LLC is a daytime-only facility, also located at 7600 Clays Lane, Windsor Mill, Maryland, 21244. It provides older adults and people with disabilities who do not reside at the facility with care, meals, medication administration, recreational activities, and assistance with the activities of daily living.

44. Aashiana, LLC owns the real property on which the facilities are located.

45. Defendants hired Plaintiffs and similarly situated individuals to perform various roles for the Corporate Defendants, including caregiving, housekeeping, laundry, cooking, and maintenance, but subjected all to the policies and practices giving rise to this Complaint by failing to pay them the required overtime rate for hours beyond 40 in a workweek.

46. Defendants controlled all aspects of Plaintiffs' and similarly situated individuals' work.

47. For example, Defendants set and directed Plaintiffs' and other similarly situated employees' schedules; assigned, controlled, supervised, and directed Plaintiffs' and other

similarly situated employees' tasks, and exercised strict control over how they did their assigned work; hired them to work on an indefinite basis; had the authority to fire them, and in fact fired some of them; and required Plaintiffs and similarly situated employees to follow Defendants' established policies.

48. Plaintiffs and similarly situated employees had no opportunities for profit or loss dependent on managerial skill because Defendants assigned their work schedules and paid them by the hour.

49. Plaintiffs and similarly situated employees generally did not invest in any equipment or material to do their jobs, and they were not permitted to employ others in connection with their work.

50. Defendants' assisted living and adult medical day care business cannot exist without the work done by Plaintiffs and similarly situated employees: caregiving, cooking, dishwashing, housekeeping, and laundry for assisted living residents and adult medical day care participants; and general daily maintenance at the facility where the business operates.

51. While at work, Plaintiffs and other similarly situated employees were required to wear ID badges, which identified them as "New Life Healthy Living" employees and included their names and roles.

Wage Theft Scheme

52. Plaintiff Isabela Rivera Brito was initially hired by Defendants as a housekeeper. Her job responsibilities varied, however, and she sometimes was directed to assist with laundry, cooking, cleaning, gardening, and maintenance. Beginning in approximately April 2022 until her termination in June 2023, and since resuming her work with Defendants in March 2024 to the present, Plaintiff Rivera Brito has worked for Defendants as a caregiver.

53. When she began working for Defendants in 2011, Plaintiff Rivera Brito was paid \$9 per hour. Her pay rate increased at various points throughout her employment. When she began working as a caregiver in 2022, her pay rate increased to \$15 per hour, and remained \$15 per hour until her termination in June 2023. Since she resumed working for Defendants in March 2024, her pay rate has been \$17 per hour.

54. Plaintiff Rivera Brito generally did not have a consistent schedule during the period of her employment through June 2023. Rather, her schedule fluctuated, and there were months when she worked 6 days per week and other months when she worked 7 days per week. Because her shifts were generally between eight and ten hours long, she often worked more than 50 hours per workweek.

55. From approximately January 2023 to approximately March 2023, Plaintiff Rivera Brito generally worked double shifts, first as a caregiver on the night shift from approximately 10 p.m. to approximately 6 a.m., and then in the kitchen from approximately 6 a.m. to approximately 3 p.m. From approximately April 2023 to June 2023, she generally worked only as a caregiver from approximately 10 p.m. to approximately 6 a.m.

56. Since returning to work for Defendants in March 2024, Plaintiff Rivera Brito has worked as a caregiver on the night shift two days a week, from approximately 7 p.m. to 7 a.m.

57. After her termination in June 2023, Defendants failed to pay Plaintiff Rivera Brito her final paycheck.

58. Plaintiff Maria Brito Chavez had various job responsibilities during her employment with Defendants. When she first began working for Defendants, she did laundry, housekeeping, some cooking, and maintenance. Beginning in approximately April 2023 until her termination in July 2023, Plaintiff Brito Chavez worked as a caregiver.

59. When she began working for Defendants in 2018, Plaintiff Brito Chavez's pay rate was initially \$10 per hour. Her pay rate increased at various points in the subsequent years. When she began working as a caregiver from April through July 2023, her pay rate increased to \$15 per hour.

60. From April through July 2023, Plaintiff Brito Chavez generally worked from approximately 6 a.m. to approximately 2 p.m. five days a week. At times, however, she also worked on weekends. Because her shifts were generally between eight and ten hours long, she often worked more than 40 hours per workweek.

61. Plaintiff Petrona Cuplay Bernal worked for Defendants primarily as a housekeeper.

62. When she began working for Defendants in 2018, Plaintiff Cuplay Bernal was initially paid \$9.25 per hour. Her pay rate increased at various points, and beginning in 2021, she was paid \$13 per hour. For approximately the last several months of her employment, her pay rate increased to \$14 per hour.

63. When she began her employment with Defendants, Plaintiff Cuplay Bernal worked nine or ten-hour days, four days per week. In approximately May 2022, she began working five days per week, and in approximately early 2023, she began working six days per week. Although her shifts were generally scheduled from 7 a.m. to 3 p.m., she frequently worked longer hours due to Defendants' staffing shortages. As a result, once Plaintiff Cuplay Bernal began working six days per week, she frequently worked approximately 56 hours per week.

64. Plaintiff Vicente Sanchez initially worked for Defendants as a dishwasher. He later transitioned to providing maintenance work for the facility, including electrical maintenance, painting rooms, and repairing furniture, doors, sinks, and toilets. Since 2024, his

duties have also included driving Defendants' van to transport users of Defendants' adult medical day care services from their homes to the New Life facility.

65. Over the course of his employment, Plaintiff Sanchez's hourly rate has periodically increased from approximately \$10 per hour to his current hourly rate, which is \$15 per hour.

66. Plaintiff Sanchez is generally scheduled to work from approximately 7 a.m. to 3 p.m. five days a week, but because he routinely works past the end of his scheduled shift if other workers do not show up, he often works approximately 50 hours per week.

67. Defendants are aware of Plaintiffs' and similarly situated employees' actual work hours because Defendants require all employees to sign in and out on both a paper and an electronic timekeeping system.

68. Although roles and hours of Plaintiffs and similarly situated individuals varied, Defendants subjected each of them to the same pay policies and practices. Specifically, Defendants did not pay Plaintiffs and similarly situated individuals an overtime rate of 1.5 times their regular hourly rate for hours worked beyond 40 in a given workweek, and instead paid them only their straight-time hourly rate for those hours, despite the fact that they were entitled to an overtime rate for such hours under state and federal law.

69. As one example, Plaintiff Rivera Brito's paystub for the period May 15, 2023, through May 28, 2023, indicates that she earned \$1,440.00 for 96 hours of work in that period, reflecting a straight-time hourly rate of \$15 per hour and no overtime.

70. As another example, Plaintiff Brito Chavez's paystub for the period May 1, 2023, through May 14, 2023, indicates that she earned \$1,335.75 for 89.05 hours of work in that period, reflecting a straight-time hourly rate of \$15 per hour and no overtime.

71. As another example, Plaintiff Sanchez's paystub for the period January 1, 2024 through January 14, 2024, indicates that he earned \$1,271.40 for 84.76 hours of work in that period, reflecting a straight-time hourly rate of \$15 per hour and no overtime.

72. On the rare occasion that Defendants paid Plaintiffs overtime, they did not calculate the overtime premium correctly. For example, Plaintiff Cuplay Bernal's paystub for the period July 11, 2022 through July 24, 2022, indicates that she worked 107.27 hours in the pay period, but Defendants only paid her an overtime rate for 9.5 hours.

73. Defendants' unlawful failure and/or refusal to pay all wages due and owing was willful, in that Defendants knew or showed careless disregard for whether their actions violated the law. Indeed, Defendants' internal documents and communications explicitly articulated their policy that Plaintiffs and similarly situated employees were expected to work a "maximum of 96 hours Bi-weekly, with no overtime."

74. Pursuant to that policy, Defendants often reduced Plaintiffs' compensated hours of work to 96 hours per week or lower—regardless of whether Plaintiffs worked more hours in the pay period.

75. For example, on at least two occasions, Plaintiff Cuplay Bernal's paycheck did not account for all hours of work she had completed during that pay period. She reported the discrepancy to her supervisor at least two separate times. On one occasion, Defendants paid the wages they owed her on her following paycheck. But on the other occasion, the supervisor informed her that Defendants would not compensate her for the additional hours, even though the supervisor had directed her to perform the work.

76. As another example, Plaintiff Sanchez regularly works around 50 hours per week, but has sometimes noticed that his paycheck only compensates him for fewer than 80 hours of work in the two-week pay period.

77. Moreover, Defendants manipulated paystubs to spread Plaintiffs' working hours between New Life Healthy Living, LLC and New Life Adult Medical Day Care, LLC, as a means to avoid paying overtime.

78. As one example, Plaintiff Cuplay Bernal's paystub from New Life Healthy Living, LLC for the period January 9, 2023 through January 22, 2023 indicates that she worked 96 hours in that period and earned a straight time rate of \$13 per hour. Plaintiff Cuplay Bernal also received a paystub from New Life Adult Medical Day Care, LLC, for the overlapping period of January 9, 2023 through January 15, 2023, reflecting 2.39 hours of work at the rate of \$13 per hour. Rather than pay Plaintiff Cuplay Bernal for 2.39 hours of overtime pursuant to Defendants' internal policy, Defendants issued separate paychecks and paystubs under these two entities' names, even though the entities operated as a single integrated enterprise.

COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA

79. Plaintiffs repeat and incorporate by reference all the allegations set forth above.

80. This action is maintainable as an "opt-in" collective action pursuant to 29 U.S.C. § 216(b) as to claims for unpaid wages, damages, interest, and attorneys' fees and costs under the FLSA.

81. Plaintiffs and similarly situated individuals are victims of Defendants' common scheme to violate the FLSA.

82. Defendants' scheme involved violating the overtime requirements of the FLSA by failing to pay employees 1.5 times their regular hourly rate when they worked more than 40 hours per week.

83. Plaintiffs seek collective action status on behalf of all employees employed by Defendants who did not receive the full amount of overtime compensation due for hours worked

in excess of 40 per week from the period beginning three years prior to the date of the filing of this Complaint (“the Collective”).

84. Members of the Collective were all similarly subject to Defendants’ common practices, policies, or plans requiring or permitting them to perform work for Defendants’ benefit in excess of 40 hours per week without compensation at time-and-a-half their regular rate for those excess hours.

85. Plaintiffs are representative of the Collective, have similarly suffered because of Defendants’ scheme to violate the FLSA, and are acting in the interests of similarly situated employees as well as Plaintiffs’ own interests in bringing this action.

86. These similarly situated employees are known to Defendants, are readily identifiable, and may be located through Defendants’ records. They may readily be notified of this action and allowed to opt into it pursuant to 29 U.S.C. § 216(b) for the purpose of collectively adjudicating their claims for unpaid overtime compensation, damages, interest, and attorneys’ fees and costs under the FLSA.

COUNT I
FAIR LABOR STANDARDS ACT

87. Plaintiffs and similarly situated employees repeat and incorporate by reference all the allegations set forth above.

88. Defendants failed to pay Plaintiffs and similarly situated employees overtime wages in violation of 29 U.S.C. § 207.

89. Defendants’ violations of the FLSA were willful, as that term is used in 29 U.S.C. § 255(a). Defendants knew their violations were unlawful or showed reckless disregard for whether their conduct was prohibited.

90. Defendants’ violations were not the result of a good-faith, reasonable error.

91. Defendants are liable to Plaintiffs and similarly situated employees under 29 U.S.C. § 216(b) for their unpaid overtime wages, an additional equal amount as damages, interest, reasonable attorneys’ fees and costs, and any other relief deemed appropriate by the Court.

COUNT II
MARYLAND WAGE AND HOUR LAW

92. Plaintiffs and similarly situated individuals repeat and incorporate by reference all the allegations set forth above.

93. Defendants unlawfully failed or refused to pay overtime wages to Plaintiffs and similarly situated individuals in violation of Md. Code Ann., Lab. & Empl. §§ 3-415(a), and 3-420.

94. Defendants did not act in good faith and with a reasonable belief that the wages paid to Plaintiffs and similarly situated individuals were no less than the wages required under the MWHL.

95. To the extent that Defendants’ overtime policy—requiring their employees to work a “maximum of 96 hours Bi-weekly, with no overtime”—is informed by § 3-420(d) of the MWHL, that provision does not apply. Here, Defendants’ operation is not “primarily in the care of individuals who . . . reside at the institution” but rather consists of both an assisted living facility and adult medical day care facility—thus involving the care of both residents and non-residents alike.

96. Moreover, in July 2023, the Maryland Department of Health mandated the emergency closure of Defendants’ assisted living facility. From that time until the reopening of the assisted living facility in approximately March 2024, Defendants did not operate any assisted

living facility on the premises at issue in this case but continued to operate the adult medical day care facility.

97. Even if § 3-420(d) applies to Defendants, Defendants' policy of calculating overtime based on a biweekly pay period does not comport with § 3-420(d), which permits certain institutions to calculate overtime for hours worked in excess of 48 in a workweek, not hours worked in excess of 96 over a two-week pay period.

98. Defendants are liable to Plaintiffs and similarly situated individuals pursuant to §§ 3-427(a) and (d) of the MWHL for their unpaid overtime wages, an additional equal amount as damages, interest, reasonable attorneys' fees and costs, and any other relief deemed appropriate by the Court.

COUNT III
MARYLAND WAGE PAYMENT AND COLLECTION LAW

99. Plaintiffs and similarly situated individuals repeat and incorporate by reference all the allegations set forth above.

100. Defendants failed and/or refused to timely pay Plaintiffs and similarly situated individuals all wages due, including overtime and promised wages, on their regular paydays in violation of Md. Code Ann., Lab. & Empl. §§ 3-502 and 3-505(a).

101. Defendants failed and/or refused to pay Plaintiffs and similarly situated individuals all wages due for work performed prior to the termination of their employment, on or before the day they would have been paid had their employment not terminated, as required by Md. Code Ann., Lab. & Empl. § 3-505(a).

102. Defendants' unlawful failure or refusal to timely pay Plaintiffs and similarly situated individuals all their earned wages was not in good faith, was not reasonable, did not

result from a legitimate dispute over the validity of their claims or the amounts they were owed, and was not otherwise the result of a bona fide dispute.

103. Plaintiffs and similarly situated individuals suffered consequential damages as a result of Defendants' failure to pay them fully and on time in accordance with the MWPCCL, including difficulty paying bills, rent, and/or other basic expenses for themselves and their families.

104. Pursuant to Md. Code Ann., Lab. & Empl. § 3-507.2, Plaintiffs and similarly situated individuals seek their unpaid wages, an additional award of double damages, interest, reasonable attorneys' fees and costs, and any other relief deemed appropriate by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that this Court grant them the following relief:

- a. Certify this action as a collective action under the FLSA pursuant to 29 U.S.C. § 216(b);
- b. At the earliest possible time, allow Plaintiffs to give notice of this collective action, or that the Court issue such notice, to the Collective as defined above. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit, among other things;
- c. Find that Defendants' actions were willful, not in good faith, not reasonable, and not the result of a bona fide dispute;
- d. Grant judgment against Defendants, jointly and severally, and in favor of each Plaintiff and each member of the Collective in the amount of each individual's respective unpaid wages, plus an equal amount in liquidated damages pursuant to the FLSA, 29 U.S.C. § 216(b);
- e. Grant judgment against Defendants, jointly and severally, and in favor of each Plaintiff and each member of the Collective in the amount of each individual's respective unpaid

wages, plus liquidated damages, pursuant to the MWHL, Md. Code Ann., Lab. & Empl. § 3-427(a) and (d);

f. Grant judgment against Defendants, jointly and severally, and in favor of each Plaintiff and member of the Collective in the amount of their unpaid wages, including overtime and promised wages, plus double damages pursuant to the MWPCCL, Md. Code Ann., Lab. & Empl. § 3-507.2;

g. Grant appropriate equitable and injunctive relief to remedy violations, including but not limited to an order enjoining Defendants from continuing or resuming their unlawful practices and/or a declaration that Defendants' acts violate the law;

h. Grant reasonable incentive awards for the Plaintiffs to compensate them for the time and effort they have spent and will spend protecting the interests of the Collective, and for the risks they took in doing so;

i. Award Plaintiffs and the Collective pre- and post-judgment interest on all amounts owed as allowed by law;

j. Award Plaintiffs and the Collective their costs and reasonable attorneys' fees incurred in this action, as provided in 29 U.S.C. § 216(b), Md. Code Ann., Lab. & Empl. § 3-427(d), and Md. Code Ann., Lab. & Empl. § 3-507.2; and

k. Grant such other and further relief as the Court may deem just and proper.

Dated: April 17, 2024

Respectfully submitted,

/s/ David Rodwin

David Rodwin (Fed Bar No. 18615)

Lucy Zhou (Fed Bar No. 21334)

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