UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
BALTIMORE DIVISION

COREY HARRIS, individually and on behalf of all others similarly situated, Plaintiff, v. **WP & M REAL ESTATE GROUP, LLC d/b/a WPM REAL ESTATE MANAGEMENT**, Defendant.	Civil Action No. _____ **COLLECTIVE AND CLASS ACTION COMPLAINT** JURY TRIAL DEMANDED

COLLECTIVE AND CLASS ACTION COMPLAINT WITH JURY DEMAND

Plaintiff Corey Harris ("Plaintiff"), individually and on behalf of all other similarly situated employees, by and through his attorneys at Brown, LLC, hereby brings this Collective and Class Action Complaint against Defendant WP & M Real Estate Group, LLC d/b/a WPM Real Estate Management ("Defendant" or "WPM"), and alleges of his own knowledge and conduct, and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. Plaintiff brings this action for himself and all other similarly situated employees against Defendant to recover unpaid overtime compensation, unpaid wages, unlawfully deducted wages, damages for retaliation, liquidated damages, statutory damages, attorneys' fees, costs, and other relief 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 ("MWPCL"), Md. Code Ann., Lab. & Empl. §§ 3-501 *et seq.*

2. Defendant employed Plaintiff as an hourly-paid, non-exempt Service Manager at HOHM Highlandtown Apartments in Baltimore, Maryland.

3. Plaintiff and other hourly-paid, non-exempt service and maintenance employees performed maintenance, emergency-response, resident-service, vendor-coordination, repair, and property-support work for residential properties managed by Defendant.

4. Defendant required hourly-paid, non-exempt service and maintenance employees to use its electronic timekeeping and payroll systems, and Defendant's managers, supervisors, payroll personnel, and human-resources personnel reviewed, edited, and approved employees' time records before payroll was processed.

5. Defendant failed to pay Plaintiff and other hourly-paid, non-exempt service and maintenance employees for all compensable work time, including time removed or reduced through manual edits, time spent performing after-hours and emergency work, time spent responding to on-call assignments and resident emergencies, and other work performed for Defendant's benefit.

6. Defendant also automatically deducted time from Plaintiff and from other similarly situated employees for purported meal breaks taken despite these employees often being forced to perform work during meal breaks, thereby resulting in nonpayment for time worked, including hours worked beyond forty (40) in a workweek.

7. Because Plaintiff and similarly situated employees regularly worked more than forty (40) hours in workweeks, Defendant's failure to count and pay all compensable hours caused Defendant to underpay overtime compensation in violation of the FLSA and Maryland law.

8. Defendant also withheld and deducted wages from Plaintiff's pay, including by recouping an alleged payroll overpayment from wages earned, without Plaintiff's express written authorization and without paying all wages due for work performed.

JURISDICTION AND VENUE

9. This Court has original jurisdiction over Plaintiff's FLSA claim under 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

10. This Court has supplemental jurisdiction over Plaintiff's Maryland-law claims under 28 U.S.C. § 1367 because those claims arise from the same employment relationship, timekeeping systems, pay practices, deductions, hours worked, and payroll records as Plaintiff's FLSA claim.

11. Defendant is subject to personal jurisdiction in Maryland because Defendant is a Maryland limited liability company, maintains its principal office in Maryland, manages residential properties in Maryland, employed Plaintiff in Maryland, and committed the challenged pay practices in Maryland.

12. Venue is proper in this District under 28 U.S.C. § 1391(b) because Defendant resides in this District, a substantial part of the events and omissions giving rise to the claims occurred in this District, Plaintiff worked for Defendant in this District, and Defendant's relevant payroll and management operations were directed from this District.

PARTIES

Plaintiff

13. Plaintiff Corey Harris is an adult individual who resides in Maryland.

14. Defendant employed Plaintiff from approximately December 23, 2024, through August 29, 2025.

15. Plaintiff worked for Defendant at HOHM Highlandtown Apartments, located at 3905 Bank Street, Baltimore, Maryland 21224.

16. While employed by Defendant, Plaintiff worked as a Service Manager.

17. Plaintiff was paid on an hourly basis at a regular hourly rate of $33.00.

18. Plaintiff was a non-exempt employee entitled to overtime compensation for hours worked over forty (40) in a workweek.

19. Plaintiff regularly worked more than forty (40) hours in workweeks for Defendant.

20. Plaintiff's written consent to become a party plaintiff under the FLSA is filed herewith pursuant to 29 U.S.C. § 216(b). *See* Exhibit 1.

Defendant

21. Defendant WP & M Real Estate Group, LLC is a Maryland limited liability company with a principal office at 11433 Cronridge Drive, Owings Mills, Maryland 21117.

22. Defendant does business as WPM Real Estate Management.

23. Defendant owns, operates, manages, and/or provides property-management services for residential properties, including multifamily apartment communities.

24. At all relevant times, Defendant managed properties across several states including Maryland, Pennsylvania, Delaware, and Virginia.

25. Defendant's annual gross volume of sales made or business done exceeded $500,000.

26. At all relevant times, Defendant hired, fired, scheduled, supervised, assigned work to, controlled the work of, maintained time and payroll records for, and paid its employees, including Plaintiff and other hourly-paid, non-exempt service and maintenance employees.

27. At all relevant times, Defendant established and enforced timekeeping, payroll, overtime, on-call, meal-break, after-hours, and deduction practices applicable to Plaintiff and other hourly-paid, non-exempt service and maintenance employees.

FACTUAL ALLEGATIONS[1]

[1] The allegations in this Complaint, unless otherwise specified, refer to the time period of three (3) years prior to the filing of this Complaint through the date of judgment.

Defendant's Business Operations

28. At all relevant times, Defendant engaged in commerce or in the production of goods for commerce.

29. Defendant is an employer within the meaning of the FLSA, MWHL, and MWPCL.

30. Defendant's employees – including Plaintiff and other hourly-paid, non-exempt service and maintenance employees – handled, used, maintained, ordered, purchased, or worked with goods, materials, tools, equipment, computers, phones, HVAC parts, electrical parts, plumbing parts, appliances, supplies, and other items that moved in interstate commerce.

31. At all relevant times, these employees performed work on Defendant's behalf in properties managed by Defendant across several states including but not limited to Maryland.

32. Plaintiff and other hourly paid, non-exempt service and maintenance workers who performed services on behalf of Defendant during the relevant period are employees of Defendant within the meaning of the FLSA, MWHL, and MWPCL.

Mandatory On-Call and Weekend Work

33. At all relevant times, Defendant maintained timekeeping and payroll practices that fail to record and pay hourly-paid, non-exempt service and maintenance employees for all compensable work time, for work performed on its behalf including but not limited to after-hours emergency calls, weekend work, on-call work, contractor supervision, resident emergencies, work performed during meal periods, and maintenance work performed off the clock or omitted from payroll.

34. At all relevant times, Defendant required that Plaintiff and other hourly-paid, non-exempt service and maintenance employees participate in on-call duty where they were required to respond

to emergent calls made by residents or management at times outside their usual shifts, including late at night and on weekends.

35. Defendant required hourly-paid, non-exempt service and maintenance employees assigned to weekend on-call duty to keep their phone with them, remain ready to respond, to report to the property when called upon, and to begin work as expeditiously as possible.

36. At all relevant times, Defendant controlled the on-call process, including who is assigned, when employees must be available, how they must respond, and how that time is paid.

37. Yet, during the relevant period, Defendant did not ensure that all on-call work time performed on its behalf by hourly-paid, non-exempt service and maintenance employees was recorded and paid out to those employees.

38. While Defendant mandated the use of electronic timekeeping systems for clocking in and out for regular shift duty, it did not use such systems to record the on-call work performed by hourly-paid, non-exempt service and maintenance employees.

39. As a result of these practices, Defendant understated the total hours worked by Plaintiff and other hourly-paid, non-exempt service and maintenance employees during the relevant period.

40. As a result of these practices, Defendant failed to pay all wages and overtime compensation due to Plaintiff and other hourly-paid, non-exempt service and maintenance employees for compensable work performed during the relevant period.

41. At all relevant times, Defendant applied these timekeeping and payroll practices to hourly-paid, non-exempt employees as part of common policies or practices.

Defendant's Time Edits

42. At all relevant times, Defendant regularly suffered or permitted hourly-paid, non-exempt service and maintenance employees to work more than forty (40) hours in one or more workweeks.

43. Despite suffering or permitting hourly-paid employees to work more than forty (40) hours in one or more workweeks, Defendant routinely failed to pay overtime compensation for all hours worked in excess of forty (40) hours in a workweek.

44. Defendant's timekeeping and payroll policies were centrally maintained and applied to Plaintiff and other hourly-paid, non-exempt service and maintenance employees.

45. Plaintiff and other hourly paid, non-exempt service and maintenance employees used Defendant’s timekeeping system to clock in and out.

46. Property managers, regional managers, human-resources personnel, payroll personnel, and other management-level employees had access to timekeeping records, timecard approvals, and payroll records.

47. Plaintiff and other hourly-paid, non-exempt service and maintenance employees provided services which Defendant's property-management business needed, and which directly benefited Defendant, its residents, its clients, and its managed properties.

48. Plaintiff and other hourly-paid, non-exempt service and maintenance employees frequently worked more than forty (40) hours in a given workweek on behalf of Defendant.

49. Plaintiff and other hourly-paid, non-exempt service and maintenance employees regularly worked before, during, and after scheduled shifts on behalf of Defendant to complete maintenance work, emergency work, resident-response work, vendor-related work, and property-support work that could not be completed within a regular schedule.

50. Defendant knew or should have known that Plaintiff and other hourly-paid, non-exempt service and maintenance employees performed work on its behalf outside of scheduled shifts because such work was performed at properties managed by Defendant, in response to resident

needs and work orders, with the knowledge or approval of Defendant's managers, and through work-order and communication systems Defendant controlled.

51. Defendant's electronic systems, including UKG and property-management work-order systems such as Entrata, recorded or could record data relevant to employees' actual work time, after-hours calls, work-order activity, completion notes, emergency responses, and manager edits to time records.

52. Yet Defendant routinely, regularly, and systematically failed to compensate Plaintiff and other hourly paid, non-exempt service and maintenance employees for work performed on its behalf, including but not limited to after-hours emergency calls, weekend work, on-call work, contractor supervision, resident emergencies, and maintenance work performed off the clock or omitted from payroll.

53. Defendant used manual edits, approvals, payroll review, and after-the-fact adjustments to reduce, omit, or fail to include compensable hours worked by Plaintiff and other hourly paid, non-exempt service and maintenance employees.

54. For instance, Defendant often manually edited the clock-in and clock-out times of Plaintiff and other hourly paid, non-exempt service and maintenance employees to correspond with the beginning or end of a scheduled shift even where its own records demonstrated that such employees performed work either before a shift commenced or after a shift ended.

55. Defendant's timekeeping, approval, and payroll practices caused Plaintiff and other hourly paid, non-exempt service and maintenance employees to receive less than the full overtime compensation and wages due for workweeks in which they worked more than forty (40) hours.

Meal Breaks

56. During the relevant period, Defendant also maintained practices that failed to pay hourly-paid, non-exempt service and maintenance employees for all compensable work performed during designated meal breaks.

57. During the relevant period, hourly-paid, non-exempt service and maintenance employees did not always receive bona fide and uninterrupted meal periods.

58. Due to workload, operational demands, requests from management, and other business demands, these employees often continued working during meal-break periods or remained subject to work demands during those periods.

59. Nevertheless, Defendant automatically deducts or causes meal-break time to be deducted from such employees' paid hours even when the employees performed work during some or all of the deducted meal-break period.

60. During the relevant period, Plaintiff and other hourly-paid, non-exempt service and maintenance employees performed work that they were not compensated for because their compensable time was regularly and systematically deducted for meal-break periods they were not always able to enjoy.

61. Defendant's practices caused Plaintiff and other hourly-paid, non-exempt service and maintenance employees to be improperly compensated for work performed on Defendant's behalf during the relevant period.

Retaliation

62. On July 25, 2025, Plaintiff emailed Defendant's Director of Operations to complain: that Defendant's time and pay records were inaccurate; that he had been erroneously clocked out by his manager at 4:30 p.m. on July 24, 2025, despite actually working until 6:05 p.m.; and that he had

been paid for only approximately 70 hours in the most recent pay period despite working approximately 95 hours.

63. Through this email, Plaintiff made a good-faith wage-and-hour complaint that Defendant had failed to pay him for all hours worked and had edited or failed to count compensable time.

64. Plaintiff's email constituted protected activity under the FLSA.

65. Yet despite Plaintiff's email, Plaintiff never received compensation for the work he performed between 4:30 p.m. and approximately 6:05 p.m. on July 24, 2025.

66. After Plaintiff complained about Defendant's wage-and-hour practices on July 25, 2025, Defendant's treatment of Plaintiff worsened, culminating in the termination of Plaintiff's employment on August 29, 2025.

Defendant's Willful Violations

67. Defendant's practices were willful because Defendant knew that Plaintiff and other hourly-paid, non-exempt service and maintenance employees were entitled to be paid for all hours worked, knew that overtime was required for hours over forty (40) in a workweek, controlled the relevant timekeeping records, and nevertheless failed to count and pay all compensable hours worked.

68. Defendant's practices were not the result of a good-faith mistake because Defendant possessed electronic timekeeping and work-order records showing work activity, and Defendant had policies requiring accurate reporting and payment of all hours worked.

FLSA COLLECTIVE ACTION ALLEGATIONS

69. Plaintiff brings Count I as a collective action under 29 U.S.C. § 216(b) on behalf of himself and the following similarly situated employees:

> *All hourly-paid, non-exempt service and maintenance employees employed by WP & M Real Estate Group, LLC d/b/a WPM Real Estate Management in the United*

States at any time during the three (3) years preceding the commencement of this action through the date of judgment.

70. Plaintiff refers to these employees as the "FLSA Collective."

71. Plaintiff and the FLSA Collective were similarly situated because they were hourly-paid, non-exempt service and maintenance employees who performed property-maintenance, repair, emergency-response, resident-service, after-hours, and/or related work for residential properties managed by Defendant.

72. Plaintiff and the FLSA Collective were subject to Defendant's common payroll, timekeeping, time-approval, overtime, on-call, manager-edit, and recordkeeping policies and practices.

73. Plaintiff and the FLSA Collective were subject to Defendant's practice of failing to count and pay all compensable work time, including time worked over forty (40) in workweeks.

74. The claims of Plaintiff and the FLSA Collective can be proven through common evidence, including Defendant's written policies, UKG time records, audit logs, payroll records, overtime records, work-order records, after-hours logs, manager communications, and testimony regarding Defendant's timekeeping and payroll practices.

75. Defendant is in possession, custody, and control of the names, addresses, telephone numbers, email addresses, employment dates, job titles, pay rates, time records, payroll records, time-edit records, and other identifying information for members of the FLSA Collective.

76. Plaintiff reserves the right to amend the FLSA Collective definition based on discovery and further investigation.

MARYLAND CLASS ACTION ALLEGATIONS

77. Plaintiff brings Counts II and III as a class action under Federal Rule of Civil Procedure 23 on behalf of himself and the following class:

> *All hourly-paid, non-exempt service and maintenance employees employed by WP & M Real Estate Group, LLC d/b/a WPM Real Estate Management in Maryland at any time during the three (3) years preceding the commencement of this action through the date of judgment.*

78. Plaintiff refers to these employees as the "Maryland Class."

79. Excluded from the Maryland Class are Defendant's officers, directors, members, owners, shareholders, partners, managers who qualify as exempt, counsel, the Court, Court personnel, and any person who properly and timely requests exclusion from the Maryland Class.

80. The members of the Maryland Class are so numerous that joinder of all members is impracticable.

81. Upon information and belief, Defendant employed numerous hourly-paid, non-exempt service and maintenance employees at Maryland residential properties during the class period.

82. Common questions of law and fact exist as to Plaintiff and the Maryland Class, including whether Defendant failed to count all compensable hours worked, whether Defendant edited or approved time records in a manner that omitted compensable work time, whether Defendant failed to pay overtime required by Maryland law, whether Defendant failed to pay all wages due, whether Defendant made unauthorized deductions from wages, whether Defendant acted willfully or without good faith, and the proper measure of damages.

83. Plaintiff's claims are typical of the claims of the Maryland Class because Plaintiff and the Maryland Class were hourly-paid, non-exempt service and maintenance employees subject to the same or similar timekeeping, payroll, overtime, after-hours, on-call, and wage-payment practices.

84. Plaintiff will fairly and adequately protect the interests of the Maryland Class because he has no interests antagonistic to the Maryland Class, understands the nature of this action, and has retained counsel experienced in wage-and-hour collective and class litigation.

85. Common questions predominate over individual questions because Defendant's liability turns on common policies, payroll practices, timekeeping systems, manager-edit practices, work-order records, and pay records applicable to hourly-paid, non-exempt service and maintenance employees.

86. A class action is superior to other available methods for fairly and efficiently adjudicating the Maryland-law claims because individual wage claims are relatively modest compared to the expense and burden of individual litigation, the same records and witnesses will be relevant to many class members' claims, and class treatment will promote consistent resolution of common issues.

87. Plaintiff reserves the right to amend the Maryland Class definition based on discovery and further investigation.

COUNT I

FAILURE TO PAY OVERTIME UNDER THE FAIR LABOR STANDARDS ACT 29 U.S.C. §§ 207 & 216(b)

88. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

89. Plaintiff brings this count individually and on behalf of the FLSA Collective.

90. The FLSA requires employers to pay non-exempt employees overtime compensation at a rate not less than one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek.

91. Plaintiff and the FLSA Collective were non-exempt employees entitled to overtime compensation under the FLSA.

92. Plaintiff and the FLSA Collective worked more than forty (40) hours in workweeks.

93. Defendant knew or should have known that Plaintiff and the FLSA Collective worked more than forty (40) hours in workweeks, including through scheduled work, after-hours work, emergency work, on-call responses, work-order records, communications, timekeeping notes, and manager observations.

94. Defendant failed to count all compensable hours worked by Plaintiff and the FLSA Collective, including hours removed, reduced, omitted, or not added through Defendant's timekeeping, time-approval, manager-edit, on-call, after-hours, and payroll practices.

95. By failing to count and pay all compensable work time, Defendant failed to pay Plaintiff and the FLSA Collective overtime compensation at one and one-half times their regular rates of pay for all hours worked over forty (40) in workweeks.

96. Defendant's violations were willful within the meaning of the FLSA.

97. As a result of Defendant's FLSA violations, Plaintiff and the FLSA Collective are entitled to unpaid overtime compensation, liquidated damages in an equal amount, reasonable attorneys' fees, costs, and all other relief available under 29 U.S.C. § 216(b).

COUNT II

FAILURE TO PAY OVERTIME UNDER THE MARYLAND WAGE AND HOUR LAW MD. CODE ANN., LAB. & EMPL. §§ 3-415, 3-420, & 3-427

98. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

99. Plaintiff brings this count individually and on behalf of the Maryland Class.

100. The MWHL requires employers to pay covered employees overtime compensation for hours worked over forty (40) in a workweek, subject to exceptions not applicable here.

101. Plaintiff and the Maryland Class were employees entitled to overtime compensation under the MWHL.

102. Plaintiff and the Maryland Class worked more than forty (40) hours in workweeks.

103. Defendant failed to count and pay all compensable hours worked by Plaintiff and the Maryland Class, including hours removed, reduced, omitted, or not added through Defendant's timekeeping, time-approval, manager-edit, on-call, after-hours, and payroll practices.

104. By failing to count and pay all compensable work time, Defendant failed to pay Plaintiff and the Maryland Class all overtime wages required by the MWHL.

105. Defendant did not act in good faith and did not reasonably believe that the wages paid to Plaintiff and the Maryland Class complied with the MWHL.

106. As a result of Defendant's MWHL violations, Plaintiff and the Maryland Class are entitled to unpaid overtime wages, liquidated damages, reasonable counsel fees, costs, and all other relief available under Maryland law.

COUNT III

FAILURE TO PAY WAGES FOR ALL HOURS WORKED UNDER THE MARYLAND WAGE PAYMENT AND COLLECTION LAW MD. CODE ANN., LAB. & EMPL. §§ 3-501 *ET SEQ.*

107. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

108. Plaintiff brings this count individually and on behalf of the Maryland Class with respect to Defendant's failure to pay all wages due.

109. The MWPCL requires employers to pay employees all wages due for work performed and prohibits deductions from wages unless the deduction is authorized by law, ordered by a court, allowed by the Commissioner, or authorized expressly in writing by the employee.

110. Wages under the MWPCL include compensation due for employment, overtime wages, work performed during meal-break periods, and other remuneration promised for service.

111. Plaintiff and the Maryland Class earned wages by performing compensable work for Defendant.

112. At all relevant times, Defendant failed to pay Plaintiff and the Maryland Class all wages due by omitting, reducing, editing, or failing to add compensable work time from payroll records and by failing to pay wages owed for all work performed.

113. Defendant's withholding of wages was not the result of a bona fide dispute.

114. As a result of Defendant's MWPCL violations, Plaintiff and the Maryland Class are entitled to recover unpaid wages, together with up to three times the unpaid wages, reasonable counsel fees, costs, and all other relief available under Maryland law.

COUNT IV

RETALIATION UNDER THE FAIR LABOR STANDARDS ACT 29 U.S.C. §§ 215(a)(3) & 216(b)

115. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

116. Plaintiff brings this count individually against Defendant.

117. The FLSA prohibits an employer from discharging or otherwise discriminating against an employee because the employee has filed a complaint, instituted or caused to be instituted a proceeding, or otherwise engaged in protected activity under or related to the FLSA.

118. Plaintiff engaged in protected activity by complaining to Defendant about unpaid wages, edited time, unpaid overtime, on-call and after-hours work, and unauthorized deduction or recoupment from his pay.

119. Defendant knew or should have known of Plaintiff's protected activity because Plaintiff complained directly to Defendant's management and human-resources personnel about missing and edited time, unpaid wages, unpaid overtime, and deductions from his pay.

120. After Plaintiff complained internally about unpaid wages and edited time, Defendant terminated Plaintiff's employment, failed or refused to correct the wage and time discrepancies Plaintiff had reported, and otherwise acted adversely toward Plaintiff.

121. Defendant's termination of Plaintiff's employment and other adverse actions were causally connected to Plaintiff's protected activity; the termination occurred shortly after Plaintiff complained about wage-and-hour violations, which Defendant declined to ameliorate.

122. Defendant's retaliation violated 29 U.S.C. § 215(a)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Corey Harris, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment in his favor and against Defendant and award the following relief:

A. Certify this action as an FLSA collective action under 29 U.S.C. § 216(b);

B. Authorize notice to the FLSA Collective and permit similarly situated employees to file written consents to join this action;

C. Certify the Maryland Class under Federal Rule of Civil Procedure 23;

D. Appoint Plaintiff as class representative and appoint Plaintiff's counsel as class counsel;

E. Declare that Defendant violated the FLSA, including the FLSA's anti-retaliation provision, MWHL, and MWPCL;

F. Award Plaintiff, the FLSA Collective, and the Maryland Class all unpaid overtime compensation, unpaid wages, and unlawfully deducted or withheld wages due;

G. Award Plaintiff all legal and equitable relief for Defendant's retaliation, including lost wages, lost benefits, an additional equal amount as liquidated damages, and other relief available under 29 U.S.C. § 216(b);

H. Award liquidated damages under the FLSA and MWHL;

I. Award enhanced damages available under the MWPCL, including up to three times the unpaid or withheld wages where permitted;

J. Award pre-judgment and post-judgment interest to the extent available and not duplicative of liquidated or statutory damages;

K. Award reasonable attorneys' fees, litigation expenses, and costs;

L. Award such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff Corey Harris, individually and on behalf of all others similarly situated, by and through his attorneys, hereby demands a trial by jury pursuant to Fed. R. Civ. P. 38 with respect to the above cause.

Respectfully submitted,

Dated: June 9, 2026

BROWN, LLC

/s/ *Michael Rinderman*

Michael Rinderman (Atty. Id No. 2505201080)
Achchana Ranasinghe (PHV motion forthcoming)
Nicholas Conlon (PHV motion forthcoming)
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
F: (855) 582-5297
michael.rinderman@jtblawgroup.com
ac@jtblawgroup.com
nicholasconlon@jtblawgroup.com

Attorneys for Plaintiff

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
BALTIMORE DIVISION

COREY HARRIS, individually and on behalf of others similarly situated,

Plaintiff,

vs.

WP & M REAL ESTATE GROUP, LLC d/b/a WPM REAL ESTATE MANAGEMENT,

Defendant.

CONSENT TO SUE

I consent to the filing of this form in, and to join and become a plaintiff in the above-captioned collective action lawsuit, to pursue my claim for unpaid wages, while working in the position(s) of employee for the Defendant(s) WP & M REAL ESTATE GROUP, LLC d/b/a WPM REAL ESTATE MANAGEMENT at any time within the period of the last three years. I understand that this lawsuit seeks unpaid wages, liquidated damages, and attorneys' fees and costs under the FLSA and similar relief under applicable state wage-and- hour laws. I further consent to bringing these claims on a collective and/or class basis with other current/former employees of Defendant(s), to be represented by Brown, LLC, and to be bound by any settlement of this action or adjudication by the Court.

Signed: Corey Harris **Dated:** 06/05/2026

Name: Corey Harris

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

COREY HARRIS, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Baltimore County, MD
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Brown LLC (877) 561-0000
111 Town Square, Suite 400
Jersey City, NJ 07310

DEFENDANTS

WP&M REAL ESTATE GROUP, LLC d/b/a WPM REAL ESTATE MANAGEMENT

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☑ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☑ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☑ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
29 U.S.C. §§ 207 & 216(b)

Brief description of cause:
FLSA collective action and Maryland class action for unpaid overimt,e unpaid wages, unlawful wage deductions, and retaliation.

VII. REQUESTED IN COMPLAINT:

☑ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☑ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
Jun 9, 2026

SIGNATURE OF ATTORNEY OF RECORD
/s/ Michael Rinderman

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked**.** (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. Origin. Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Maryland

COREY HARRIS, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

WP & M REAL ESTATE GROUP, LLC d/b/a WPM REAL ESTATE MANAGEMENT,

Defendant(s)

Civil Action No. 1:26-cv-02307

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

WP & M REAL ESTATE GROUP, LLC d/b/a WPM REAL ESTATE MANAGEMENT
Registered Agent: Christopher Merrill
11433 Cronridge Drive
Owings Mills, MD 21117

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael Rinderman
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
(877) 561-000
michael.rinderman@jtblawgroup.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 06/09/2026

Signature of Clerk or Deputy Clerk

Civil Action No. 1:26-cv-02307

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc: