

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

LATRICE GRIMES, *individually, and on* :
behalf of all others similarly situated, :
1022 Beaglin Park Drive, Apt. 203 :
Salisbury, MD 21804 :

Plaintiff, :

v. :

HUDSON HEALTH SERVICES, INC. :
d/b/a HUDSON BEHAVIORAL :
HEALTH :
1505 Emerson Avenue :
Salisbury, MD 21801 :

Defendant. :

CIVIL ACTION NO.: _____

JURY TRIAL DEMANDED

COLLECTIVE AND CLASS ACTION COMPLAINT

Plaintiff Latrice Grimes (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her attorneys, hereby submits this Collective and Class Action Complaint against Defendant Hudson Health Services, Inc. d/b/a Hudson Behavioral Health (“Defendant”), and alleges of her own knowledge and conduct and upon information and belief as to all other matters, as follows:

PRELIMINARY STATEMENT

1. Plaintiff Latrice Grimes brings this action under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), on behalf of herself and all other similarly situated hourly-paid, non-exempt healthcare workers to recover unpaid overtime wages for uncompensated hours worked that were excluded from their paid hours pursuant to Defendant’s automatic meal-break deduction policy, in willful violation of the FLSA, plus liquidated damages, reasonable attorneys’ fees and costs. *See* 29 U.S.C. § 216(b).

2. Plaintiff also brings this action to recover back wages, overtime pay, treble damages, and reasonable attorneys' fees and costs under 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.*

3. Defendant operates healthcare facilities in Maryland and Delaware.

4. Plaintiff and the putative FLSA collective members are hourly-paid, non-exempt healthcare workers who were employed at Defendant's healthcare centers and were subject to Defendant's unlawful company-wide policy of automatically deducting thirty (30) minutes of pay per shift for "meal breaks" even though the workers worked through their shifts and did not receive *bona fide* meal breaks, *see* 29 CFR § 785.19, which resulted in Defendant's failure to pay the workers for all hours worked in excess of forty (40) in a workweek.

5. As a result, Defendant violated its statutory and contractual obligations by failing to pay hourly-paid, non-exempt healthcare workers including Plaintiff for all hours worked in excess of forty (40) in a workweek at a rate of not less than one and one-half (1.5) times their regular rate of pay.

6. Defendant willfully violated the guidance from the Department of Labor's Fact Sheet #53, which covers The Health Care Industry and Hours Worked.

7. Fact Sheet #53 provides that "when choosing to automatically deduct 30-minutes per shift, the employer must ensure that the employees are receiving the full meal break," but Defendant's management knew that in general, hourly-paid, non-exempt healthcare workers were unable to take *bona fide* meal periods, due to the volume of patients at its healthcare centers, and failed to establish a reasonable process to ensure that hourly-paid, non-exempt healthcare workers were able to receive *bona fide* meal breaks.

8. Fact Sheet #53 further provides that “if employees’ meals are interrupted to the extent that meal period is predominately for the benefit of the employer, the employees should be paid for the full 30-minutes,” but Defendant failed to establish a reasonable process for hourly-paid, non-exempt healthcare workers to report instances in which they did not receive *bona fide* meal breaks or to seek cancellation or restoration of the deduction, and despite knowing of specific instances in which Plaintiff and other hourly-paid, non-exempt healthcare workers had worked shifts without *bona fide* meal periods, failed to cancel the automatic meal-break deduction or restore their pay.

9. Plaintiff asserts her FLSA claims individually and pursuant to 29 U.S.C. § 216(b) on behalf of a putative “FLSA Collective,” defined as: *all persons who are or were, at any time within the period of three (3) years preceding the commencement of this action through the date of judgment, employed by Defendant in any of its healthcare centers and/or assisted living homes as hourly-paid, non-exempt healthcare workers, who held job positions including, but not limited to, Admissions Coordinator, Counselor, Behavioral Health Assistant, Culinary Staff, Driver, or Medical Assistant, and were subject to Defendant’s automatic meal-break deduction policy.*

10. Plaintiff seeks to send a Notice pursuant to 29 U.S.C. § 216(b) to all hourly-paid, non-exempt healthcare workers of Defendant permitting them to assert FLSA claims in this collective action by filing their individual consent forms.

11. Plaintiff asserts her Maryland state law claims individually and pursuant to Fed. R. Civ. P. 23 on behalf of a putative “Rule 23 Maryland Class,” defined as: *all persons who are or were, at any time within the period of three (3) years preceding the commencement of this action through the date of judgment, employed by Defendant in any of its healthcare centers and/or assisted living homes in Maryland as hourly-paid, non-exempt healthcare workers, who held job*

positions including, but not limited to, Admissions Coordinator, Counselor, Behavioral Health Assistant, Culinary, Driver, or Medical Assistant, and were subject to Defendant's automatic meal-break deduction policy.

12. Defendant has willfully and intentionally committed widespread violations of the above-described statutes and corresponding regulations, in the manner described herein.

JURISDICTION AND VENUE

13. This Court has jurisdiction over this action pursuant to 29 U.S.C. § 216(b), which provides, in relevant part, that suit under the FLSA “may be maintained against any employer . . . in any Federal or State court of competent jurisdiction.” *See* 29 U.S.C. § 216(b).

14. This Court has subject-matter jurisdiction over Plaintiff's FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff's claims raise a federal question under 29 U.S.C. § 201, *et seq.*

15. The Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

16. This Court has personal jurisdiction over Defendant because they are headquartered in Maryland.

17. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because Defendant resides in this district.

PARTIES

18. Plaintiff Latrice Grimes is a resident of Salisbury, Maryland, and worked for Defendant from approximately June 21, 2021, until July 18, 2022.

19. Plaintiff worked at Defendant's Salisbury, Maryland location.

20. Pursuant to 29 U.S.C. § 216(b), Plaintiff has signed a consent form to join this lawsuit, which is attached as **Exhibit 1**.

21. Defendant Hudson Health Services, Inc. d/b/a Hudson Behavioral Health is a corporation with a principal address located at 1505 Emerson Avenue, Salisbury, MD 21801.

22. Defendant maintains and operates healthcare centers located in Maryland and Delaware.

23. Defendant's registered agent for service of process in Maryland is Leslie C. Brown with an office located at 1505 Emerson Avenue, Salisbury, MD 21801.

FACTUAL ALLEGATIONS

24. The foregoing paragraphs are hereby incorporated by reference as though fully set forth at length herein.

25. At all times relevant to this action, Defendant was an enterprise whose gross volume of sales made or business done exceeded \$500,000.

26. At all times relevant to this action, Defendant was an enterprise that has had employees engaged in commerce or in the production of goods for commerce, and handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce.

27. Further, Defendant is an enterprise in that Defendant operates an institution primarily engaged in the care of the sick, the aged, the mentally ill or defective who reside on the premises. *See* 29 U.S.C. § 203(r)(2).

28. Defendant operates healthcare facilities and assisted living homes throughout Maryland and Delaware.

29. At all times relevant to this action, Defendant was an employer under 29 U.S.C. § 203(d) of the FLSA, subject to the provisions of 29 U.S.C. § 201, *et seq.*

30. At all times relevant to this action, Hourly-paid, non-exempt healthcare workers were “employees” of Defendant within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

31. Defendant “suffered or permitted” hourly-paid, non-exempt healthcare workers to work and thus “employed” them within the meaning of 29 U.S.C. § 203(g) of the FLSA.

32. Defendant classified hourly-paid, non-exempt healthcare workers as non-exempt employees and paid them on an hourly basis without any guaranteed, predetermined amount of pay per week.

33. Defendant’s hourly-paid, non-exempt healthcare workers held positions including, but not limited to: Admissions Coordinator, Counselor, or Medical Assistant.

34. Defendant automatically deducted thirty (30) minutes per shift for “meal breaks,” regardless of whether such worker in fact received a *bona fide* meal break.

35. Defendant instructed hourly-paid, non-exempt healthcare workers to clock in on the electronic timekeeping system at the start of their shifts and clock out at the end of their shifts.

36. Defendant did not instruct hourly-paid, non-exempt healthcare workers to record when taking meal breaks.

37. Instead of keeping track of the hourly-paid, non-exempt healthcare workers meal breaks, Defendant automatically deducted thirty (30) minutes from their clocked-in hours each shift, regardless of whether they took the meal break or not.

38. An implied-in-fact agreement existed between Defendant and each hourly-paid healthcare worker that they were to be compensated at a specific hourly rate for all hours worked during their employment with Defendant, as evidenced by Defendant paying them an hourly rate of pay, furnishing paystubs showing agreed hourly rates and instructing them to use Defendant’s time-keeping system to clock in and out.

39. Defendant and each hourly-paid healthcare worker manifested their intent to be bound by that agreement, as evidenced by hourly-paid, non-exempt healthcare workers performing their agreed-upon job duties, using the Defendant's time-keeping system to clock in and out, and Defendant compensating at their agreed-upon rates for the hours for which they were paid.

40. Defendant and Plaintiff agreed that Plaintiff was to be compensated for all hours she worked, at a regular hourly rate of \$16.00 per hour and an overtime rate of \$24.00 per hour.

41. Hourly-paid, non-exempt healthcare workers worked over forty (40) hours in most workweeks.

42. Hourly-paid, non-exempt healthcare workers typically worked through their shifts and did not receive *bona fide* meal breaks.

43. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay per shift from hourly-paid, non-exempt healthcare workers' pay for "meal breaks" even though the workers worked through their shifts and did not receive *bona fide* meal breaks, *see* 29 CFR. § 785.19.

44. As a result, Defendant typically paid each hourly-paid, non-exempt healthcare workers for 30 minutes less than his or her actual hours worked each shift.

45. Hourly-paid, non-exempt healthcare workers' uncompensated hours worked often included hours worked in excess of 40 in a workweek.

46. For example, in the bi-weekly pay period of October 20, 2021 to November 2, 2021, Plaintiff was paid for 0.5 hours in excess of forty (40) in a workweek, meaning that she worked more than forty (40) hours in one or both of the two workweeks included in this pay period.

47. In both these workweeks, Plaintiff performed uncompensated work that was automatically deducted from her pay and not restored, that was in excess of forty (40) hours in a workweek and in excess of the 0.5 overtime hours for which she was paid.

48. Defendant had actual and/or constructive knowledge that in many workweeks, Plaintiff and other hourly-paid, non-exempt healthcare workers were performing work in excess of 40 hours in a workweek that was uncompensated due the Defendant's automatic meal-break deduction policy.

49. Defendant failed to establish a reasonable process to ensure that hourly-paid, non-exempt healthcare workers were able to receive *bona fide* meal breaks.

50. Defendant failed to implement a reasonable process to report instances in which they did not receive *bona fide* meal breaks or to seek cancellation or restoration of the deduction.

51. Defendant's management discouraged, impeded, obstructed, and/or ignored attempts by hourly-paid, non-exempt healthcare workers to report instances in which they did not receive *bona fide* meal breaks and/or sought cancellation or restoration of the deduction.

52. Defendant failed to keep accurate records of whether hourly-paid, non-exempt healthcare workers received *bona fide* meal breaks.

53. Defendant's management knew that hourly-paid, non-exempt healthcare workers were unable to take *bona fide* meal periods, due to the volume of patients at its healthcare centers.

54. Defendant's management knew that hourly-paid, non-exempt healthcare workers were engaged in activities that predominantly benefited Defendant during the time periods that were falsely recorded as having taken meal breaks.

55. Defendant's management knew of specific instances in which Plaintiff and other hourly-paid, non-exempt healthcare workers had worked shifts without *bona fide* 30-minute meal

periods, but knowingly and willfully failed to cancel the automatic meal-break deduction or restore their pay.

56. Defendant was aware of Fact Sheet #53 and its requirements for employers using automatic meal-break deduction policies to ensure that the employees are receiving the full meal break and to pay them in instances in which they do not, but knowingly and willfully failed to take any good faith steps to comply with these requirements.

57. In other words, Defendant reaped the benefits of its automatic meal-break deduction, without performing any of its corresponding legal obligations.

58. Defendant willfully violated the FLSA.

59. Defendant's wrongful acts and/or omissions/commissions, as alleged herein, have not been exercised in good faith or in conformity with and in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the state and/or U.S. Department of Labor or any administrative practice or enforcement policy of such a department or bureau.

FLSA COLLECTIVE ACTION ALLEGATIONS

60. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

61. This action is brought as a collective action to recover unpaid compensation and overtime compensation, liquidated damages, unlawfully withheld wages, statutory penalties, and damages owed to Plaintiff and all current and former hourly-paid, non-exempt healthcare workers who have been affected by Defendant's common unlawful policies and practices which shorted overtime wages, in violation of the FLSA.

62. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on her own behalf and on behalf of the FLSA Collective, defined as:

All persons who are or were, at any time within the period of three (3) years preceding the commencement of this action through the date of judgment, employed by Defendant in any of its healthcare centers and/or assisted living homes as hourly-paid, non-exempt healthcare workers, who held job positions including, but not limited to, Admissions Coordinator, Counselor, Behavioral Health Assistant, Culinary Staff, Driver, or Medical Assistant, and were subject to Defendant's automatic meal-break deduction policy ("FLSA Collective").

63. Plaintiff reserves the right to amend this definition as necessary.

64. Excluded from the proposed FLSA Collective are Defendant's executives, administrative, and professional employees, including computer professionals and outside salespersons.

65. With respect to the claims set forth in this action, a collective action under the FLSA is appropriate because the putative members of the FLSA Collective are "similarly situated" to Plaintiff under 29 U.S.C. § 216(b) because: (a) they have been or are employed in the same or similar positions; (b) they were or are subject to the same or similar unlawful practices, policy, or plan; and (c) their claims are based upon the same factual and legal theories.

66. The employment relationship between Defendant and every FLSA Collective member is the same and differ only by name, location, and rate of pay. The key issues – whether Defendant systemically shorted hourly-paid, non-exempt healthcare workers compensation and overtime compensation by automatically deducting thirty (30) minutes of time each shift despite hourly-paid, non-exempt healthcare workers not receiving a *bona fide* meal break – do not vary substantially among the FLSA Collective members.

67. Plaintiff estimates the FLSA Collective, including both current and former employees over the relevant period, will include over fifty (50) members. The precise number of the FLSA Collective members should be readily available from a review of Defendant's personnel and payroll records.

68. Plaintiff will request the Court to authorize notice to all current and former similarly situated employees employed by Defendant, informing them of the pendency of this action and their right to “opt-in” to this lawsuit pursuant to 29 U.S.C. § 216(b), for the purpose of seeking unpaid compensation, overtime compensation, and liquidated damages under the FLSA.

RULE 23 CLASS ACTION ALLEGATIONS

69. The foregoing paragraphs are hereby incorporated by reference as though full set forth at length herein.

70. Plaintiff brings this action individually, and on behalf of the following state-wide class of similarly situated individuals, pursuant to Rule 23 of the Federal Rules of Civil Procedure:

All persons who are or were, at any time within the period of three (3) years preceding the commencement of this action through the date of judgment, employed by Defendant in any of its healthcare centers and/or assisted living homes located in Maryland as hourly-paid, non-exempt healthcare workers, who held the job positions including, but not limited to, Admissions Coordinator, Counselor, Behavioral Health Assistant, Culinary Staff, Driver, or Medical Assistant, and were subject to Defendant’s automatic meal-break deduction policy (“Rule 23 Maryland Class”).

71. The members of the Rule 23 Maryland Class are so numerous that joinder of all members is impractical. The Rule 23 Maryland Class members may be informed of the pendency of this class action by direct mail, e-mail, and text message.

72. Pursuant to Federal Rule of Civil Procedure 23(a)(2), there are questions of law and fact common to the Rule 23 Maryland Class, including, but not limited to:

A. Whether the time Plaintiff and Rule 23 Maryland Class members spend performing work during meal periods that were automatically deducted each scheduled shift is compensable time.

B. Whether Plaintiff and Rule 23 Maryland Class members are owed overtime (above the federally mandated overtime wages due under the FLSA) for time spent performing work during meal breaks that were automatically deducted and, if so, the appropriate amount thereof;

C. Whether Plaintiff and Rule 23 Maryland Class members are entitled to straight-time wages for time spent working during automatically deducted meal breaks when such time is less than forty (40) hours in a workweek; and

D. Whether Plaintiff and the Rule 23 Maryland Class members can recover up to treble damages of unpaid wages and reasonable attorneys' fees and costs under the MWHL and MWPCCL.

73. Plaintiff's claims are typical of the claims of the Rule 23 Maryland Class members. Plaintiff is a former employee of Defendant and was employed as an hourly-paid, non-exempt healthcare worker who has suffered similar injuries as those suffered by the Rule 23 Maryland Class members as a result of Defendant's automatic meal-break deduction policy. Defendant's conduct of violating the MWHL and MWPCCL has impacted the Rule 23 Maryland Class in the exact same way.

74. Plaintiff will fairly and adequately represent and protect the interests of the Rule 23 Maryland Class. Plaintiff is similarly situated to the Rule 23 Maryland Class and has no conflict with the Rule 23 Maryland Class members.

75. Plaintiff is committed to pursuing this action and has retained competent counsel experienced in class action litigation.

76. Pursuant to Rule 23(b)(1), (b)(2), and/or (b)(3) of the Federal Rules of Civil Procedure, this action is properly maintained as a class action because:

A. The prosecution of separate actions by or against individual members of the Rule 23 Maryland Class would create a risk of inconsistent or varying adjudication with respect to

individual members of the Rule 23 Maryland Class that would establish incompatible standards of conduct for Defendant;

B. Defendant, by failing to pay wages and overtime compensation when they became due and owing in violation of the MWHL and MWPCCL, has acted or refused to act on grounds generally applicable to the Rule 23 Maryland Class, thereby making equitable relief appropriate with respect to the Rule 23 Maryland Class as a whole; and

C. The common questions of law and fact set forth above applicable to the Rule 23 Maryland Class predominate over any questions affecting only individual members and a class action is superior to other available methods for the fair and efficient adjudication of the case, especially with respect to consideration of consistency, economy, efficiency, fairness and equity, as compared to other available methods for the fair and efficient adjudication of the controversy.

77. A class action is also superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of the parties is impractical. The Rule 23 Maryland Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense if these claims were to be brought individually.

78. Additionally, the damages suffered by each Rule 23 Maryland Class member may be relatively small, the expenses and burden of individual litigation would make it difficult for the Rule 23 Maryland Class members to bring individual claims. The presentation of separate actions by individual Rule 23 Maryland Class members could create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendant, and/or substantially impair or impeded the ability of each member of the Rule 23 Maryland Class to protect his or her interests.

COUNT I
FAIR LABOR STANDARDS ACT
29 U.S.C. § 201, et seq.
FAILURE TO PAY OVERTIME COMPENSATION
(Brought on an Individual and Collective Basis)

79. The foregoing paragraphs are hereby incorporated by reference as if fully set forth at length herein.

80. Pursuant to Section 206(b) of the FLSA, employees must be compensated for every hour worked in a workweek.

81. Moreover, under Section 207(a)(1) of the FLSA, employees must be paid overtime equal to 1.5 times the employee's regular rate of pay, for all hours worked in excess of forty (40) hours per week.

82. Defendant employed Plaintiff and the FLSA Collective members as hourly-paid, non-exempt healthcare workers.

83. Defendant has operated and controlled an enterprise engaged in commerce as defined under the FLSA.

84. Defendant hired hourly-paid, non-exempt healthcare workers and determined the rate and method of the payment of their wages.

85. Defendant controlled the work schedules, duties, protocols, applications, assignments and work conditions of hourly-paid, non-exempt workers.

86. Plaintiff and the FLSA Collective members worked over forty (40) hours in most workweeks.

87. Defendant implemented a company-wide policy of policy of automatically deducting thirty minutes of pay for "meal breaks" irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks.

88. Defendant suffered and permitted Plaintiff and the FLSA Collective members to work through their shifts without taking *bona fide* meal breaks.

89. Even though Plaintiff and the FLSA Collective members did not take *bona fide* meal breaks during the work shifts, Defendant deducted thirty (30) minutes of pay.

90. Defendants failed to compensate Plaintiff and the FLSA Collective Members for all hours worked in excess of forty (40) in a workweek.

91. Defendant's uniform policies and practices, as described herein, were willful, intentional, unreasonable, arbitrary and in bad faith.

92. Because Defendant willfully violated the FLSA, a three (3) year statute of limitations shall apply to such violation, pursuant to 29 U.S.C. § 255.

93. As a result of Defendant's uniform policies and practices described above, Plaintiff and the FLSA Collective members are illegally deprived of overtime wages earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, reasonable attorneys' fees, costs and other compensation pursuant to 29 U.S.C. § 216(b).

COUNT II
MARYLAND WAGE AND HOUR LAW
FAILURE TO PAY OVERTIME COMPENSATION
(Brought on an Individual and Rule 23 Maryland Class Basis)

94. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

95. The Maryland Wage and Hour Law requires each employer shall pay an overtime wage of at least 1.5 times the usual hourly wage. Md. Code Ann., § Lab. & Empl. §§ 3-415, 3-420.

96. At all times relevant hereto, Plaintiff and the Rule 23 Maryland Class were “employees” covered by the Maryland Wage and Hour Law.

97. At all times relevant hereto, Defendant was the “employer” of Plaintiff and the Rule 23 Maryland Class under Md. Code Ann., Lab. & Empl. §§ 3-101, 3-401.

98. Defendant, as Plaintiff and the Rule 23 Maryland Class members employer, were obligated to compensate Plaintiff and the Rule 23 Maryland Class members for overtime hours worked, at their overtime rates of pay.

99. Plaintiff and the Rule 23 Maryland Class members regularly worked over forty (40) hours per workweek.

100. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for “meal breaks” irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks.

101. Defendant suffered and permitted Plaintiff and the Rule 23 Maryland Class members to work through their shifts without taking *bona fide* meal breaks.

102. Even though Plaintiff and the Rule 23 Maryland Class members did not take *bona fide* meal breaks during their work shifts, Defendant deducted thirty (30) minutes of pay.

103. Defendant failed to compensate Plaintiff and the Rule 23 Maryland Class members for all hours worked.

104. Defendant’s uniform conduct and practices, as described herein, were willful, intentional, unreasonable, arbitrary and in bad faith.

105. As a result of Defendant’s uniform policy and practice described above, Plaintiff and the Rule 23 Maryland Class members were illegally deprived overtime wages earned, in such

amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages, costs, reasonable attorneys' fees and other compensation under the MWHL.

COUNT III
MARYLAND WAGE PAYMENT AND COLLECTION LAW
Md. Code Ann., Lab. & Empl. § 3-501, et seq.
FAILURE TO PAY STRAIGHT TIME WAGES
(Brought on an Individual and Rule 23 Maryland Class Basis)

106. The foregoing paragraphs are hereby incorporated by reference as though the same were fully set forth at length herein.

107. Defendant has failed and continues to fail to pay Plaintiff and the Rule 23 Maryland Class members earned wages, which are due and owing to them.

108. Section 3-501(c)(1) of the MWPCCL defines wages meaning “all compensation that is due to an employee for employment.”

109. Section 3-501(c)(2)(iv) of the MWPCCL defines wages as including “overtime wages.”

110. Section 3-502 of the MWPCCL requires an employer to pay all wages earned “at least once in every two (2) weeks or twice in each month.”

111. Defendant implemented a company-wide policy of automatically deducting thirty minutes of pay for “meal breaks” irrespective of whether its workers worked through their shifts and did not receive uninterrupted *bona fide* meal breaks.

112. Defendant suffered and permitted Plaintiff and the Rule 23 Maryland Class members to work through their shifts without taking *bona fide* meal breaks.

113. Even though Plaintiff and the Rule 23 Maryland Class members did not take *bona fide* meal breaks during the work shifts, Defendant deducted thirty (30) minutes of pay.

114. Defendant failed to compensate Plaintiff and the Rule 23 Maryland Class members for all hours worked.

115. Defendant failed to compensate Plaintiff and the Rule 23 Maryland Class members for all hours worked in excess of forty (40) in a workweek.

116. Defendant violated Section 3-502 of the MWPCCL by failing to pay Plaintiff and the Rule 23 Maryland Class members earned straight-time and overtime wages for work performed during automatically deducted meal breaks.

117. Section 3-505 of the MWPCCL requires employers to pay an employee “all wages due for work that the employee performed before the termination of employment, on or before the day on which the employee would have been paid the wages if the employment had not been terminated.”

118. Defendant violated Section 3-505 by failing to pay Plaintiff and the Rule 23 Maryland Class members their straight-time wages and overtime wages for compensable work performed during periods in which Defendant automatically deducted thirty minutes for meal breaks.

119. The aforesaid actions and/or omissions of Defendant are in contravention of the MWPCCL. *See* Maryland Employment and Labor Code Ann., 3-505.

120. Defendant’s conduct and practices, described herein, have been willful, intentional, unreasonable, arbitrary, and in bad faith.

121. As a result of Defendant’s violations of the MWPCCL, the Court is permitted to award Plaintiff and the Rule 23 Maryland Class members treble damages and reasonable counsel fees for any violation of the Maryland Wage Payment and Collection Law. *See* Md. Code Ann., Lab. & Empl. § 3-502.2.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the FLSA Collective and Rule 23 Maryland Class, prays for judgment against Defendant as follows:

A. A declaratory judgment that Defendant's wage practices alleged herein violate the overtime provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, and attendant regulations;

B. A declaratory judgment that Defendant's wage practices alleged herein violate the overtime provisions of 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.*;

C. An Order for injunctive relief ordering Defendant to comply with the FLSA, MWHL, and MWPCCL, and end all of the illegal wage practices alleged herein;

D. Certifying this action as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth herein;

E. Certifying this action as a class action pursuant to Fed. R. Civ. P. 23 with respect to the MWHL and MWPCCL claims set forth herein;

F. Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names, addresses, e-mail addresses, telephone numbers, dates of birth, job titles, dates of employment and locations of employment of all FLSA Collective and Rule 23 Maryland Class members;

G. Authorizing Plaintiff's counsel to send notice(s) of this action to all FLSA Collective and Rule 23 Maryland Class members, including the publishing of notice in a manner

that is reasonably calculated to apprise the collective/class members of their rights by law to join and participate in this lawsuit;

H. Designating the Named Plaintiff, Latrice Grimes, as representative of the FLSA Collective and Rule 23 Maryland Class in this action;

I. Designating the undersigned counsel as counsel for the FLSA Collective and Rule 23 Maryland Class in this action;

J. Granting judgment in favor of Plaintiff and the FLSA Collective against Defendant and awarding Plaintiff and the FLSA Collective the full amount of damages and liquidated damages available by law;

K. Judgment for damages including all unpaid wages, overtime wages, and liquidated and/or treble damages to which Plaintiff and the Rule 23 Maryland Class are lawfully entitled under the MWHL and MWPCCL;

L. Judgment for treble damages to which Plaintiff and the Rule 23 Maryland Class are lawfully entitled to recover under the MWPCCL;

M. An incentive award for the Named Plaintiff for serving as representative of the FLSA Collective and Rule 23 Maryland Class in this action;

N. Judgment for any and all civil penalties to which Plaintiff and the FLSA Collective and Rule 23 Maryland Class members may be entitled;

O. Awarding reasonable attorneys' fees and costs incurred by Plaintiff in filing this action as provided by the FLSA, MWHL, and MWPCCL;

P. Awarding pre- and post-judgment interest to Plaintiff on these damages; and

Q. Such other and further relief as to this Court may deem necessary, just and proper.

JURY DEMAND

Plaintiff, individually and on behalf of the FLSA Collective and Rule 23 Maryland Class, by and through his attorneys, hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above-entitled claims.

Dated: October 25, 2022

Respectfully submitted,

By: s/ James Rubin
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