

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

JORDON BAILEY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BLACKWATER MANAGEMENT, LLC,

Defendant.

COLLECTIVE AND CLASS ACTION
COMPLAINT

Jury Trial Demanded

Civil Docket No.: 1:26-cv-1583

Plaintiff Jordon Bailey (“Plaintiff”), individually and on behalf of all others similarly situated, by and through counsel, BROWN, LLC, alleges the following upon personal knowledge as to his own acts and experiences, and upon information and belief as to all other matters:

INTRODUCTION

1. This is a collective action on behalf of Plaintiff and all others similarly situated who work or worked for Defendant Blackwater Management, LLC (“Defendant”) as hourly-paid delivery drivers and other similarly situated employees (“Delivery Drivers”), and who were not paid all overtime compensation and other wages due for all compensable hours worked, in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*

2. Plaintiff brings this action individually and on behalf of all other similarly situated hourly-paid employees who elect to opt in pursuant to the FLSA, 29 U.S.C. § 216(b), to recover unpaid overtime compensation and other wages unlawfully withheld by Defendant, liquidated damages as provided by 29 U.S.C. § 216(b), and reasonable attorneys’ fees and costs.

3. Additionally, Plaintiff brings this action for himself and all other similarly situated hourly-paid Delivery Drivers to recover unpaid wages, overtime compensation, liquidated

damages, pre- and post-judgment interest, 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.*

4. Defendant violates the FLSA through unlawful timekeeping and payroll practices for hourly-paid employees, including:

- a. failing to pay employees for compensable pre-shift work, including work performed in excess of forty (40) hours in a workweek;
- b. automatically deducting time from employees' pay each day based on meal breaks, despite employees not receiving bona fide meal breaks or having to perform work during those periods, resulting in nonpayment for hours worked, including hours worked in excess of forty (40) in a workweek; and
- c. paying some hours worked in excess of forty (40) in a workweek at employees' straight-time hourly rates, without paying the required overtime premium compensation for those hours.

5. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA, individually and on behalf of a putative "FLSA Collective," defined as:

All hourly-paid delivery drivers and other similarly situated hourly-paid employees employed by Defendant at any time within the three (3) years preceding the filing of this action through the date of final judgment.

6. Plaintiff seeks to send notice pursuant to 29 U.S.C. § 216(b) to all similarly situated hourly-paid employees of Defendant, informing them of their right to opt in to this action and assert claims under the FLSA.

7. Plaintiff asserts his Maryland wage-and-hour claims individually and pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a putative “Maryland Class” defined as follows:

All hourly-paid delivery drivers and other similarly situated hourly-paid employees employed by Defendant in Maryland at any time during the three (3) years preceding the filing of this Complaint through the date of final judgment.

JURISDICTION AND VENUE

8. 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.*

9. This Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367 because those claims derive from a common nucleus of operative facts with Plaintiff’s federal claims.

10. The Court has personal jurisdiction over Defendant because Defendant conducts business in Maryland, employed Plaintiff in Maryland, and committed the unlawful acts alleged herein in Maryland.

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

PARTIES

Defendant

12. Defendant is a business entity that operates delivery and logistics services in Maryland, including in Edgewood, Maryland.

13. Defendant is an Indiana limited liability company registered to do business in Maryland. Defendant maintains operations in Maryland, including at 2203 Lakeside Boulevard, Edgewood, Maryland 21040.

14. Defendant conducts substantial business in Maryland, including operating delivery and logistics services where Plaintiff and other similarly situated employees performed delivery work.

Plaintiff

15. Plaintiff Jordon Bailey is an individual residing in Baltimore County, Maryland.

16. Plaintiff was employed by Defendant as a delivery driver from approximately February 2025 through approximately April 2025.

17. As a delivery driver, Plaintiff was paid on an hourly basis and was subject to Defendant's timekeeping and payroll policies.

18. Plaintiff performed work for Defendant in Maryland as a delivery driver out of Defendant's Edgewood, Maryland location.

19. 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.

FACTUAL ALLEGATIONS¹

Defendant's Business and Coverage

20. Defendant operates as an Amazon Delivery Service Partner ("DSP") and provides package-delivery services in the Amazon DSP ecosystem.

21. Defendant is an enterprise engaged in commerce within the meaning of the FLSA.

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 present.

22. Defendant has employees engaged in commerce or in the production of goods for commerce, and has employees handling, selling, or otherwise working on goods or materials that have moved in or were produced for commerce.

23. Defendant's annual gross volume of sales made or business done is not less than \$500,000.

24. Hourly-paid Delivery Drivers and other similarly situated employees are individually engaged in commerce within the meaning of the FLSA because they perform delivery work involving the transportation and handling of goods in interstate commerce or goods that have moved in interstate commerce.

25. Defendant is the employer of hourly-paid Delivery Drivers and other similarly situated employees within the meaning of the FLSA, the MWHL, and the MWPCCL.

Plaintiff's Employment and Pay Practices

26. Hourly-paid Delivery Drivers work for Defendant as package-delivery drivers in Maryland.

27. Hourly-paid Delivery Drivers perform delivery work out of Defendant's Edgewood, Maryland location.

28. Defendant tracks and pays hourly-paid Delivery Drivers through electronic timekeeping and payroll systems.

29. Supervisors, dispatch personnel, and managers control scheduling, reporting times, time approval, and payroll practices affecting hourly-paid Delivery Drivers' paid hours.

30. Hourly-paid Delivery Drivers' primary job duties include reporting to Defendant's facility, receiving route assignments, loading packages and carts, preparing delivery vehicles, traveling to delivery areas, completing package deliveries, and performing related delivery tasks.

31. Hourly-paid Delivery Drivers regularly work shifts that require them to report before route departure, complete pre-route tasks, remain available to dispatch, and complete assigned routes under Defendant's productivity and timing expectations.

32. Defendant pays hourly-paid Delivery Drivers based on recorded hours, as reflected in Defendant's paystubs and payroll records.

33. Plaintiff worked for Defendant as an hourly-paid Delivery Driver in Maryland during the relevant period.

Defendant's Unlawful Timekeeping and Payroll Practices

34. Defendant maintains timekeeping and payroll practices that fail to record and pay hourly-paid Delivery Drivers for all compensable work time, including pre-shift work and work performed during automatically deducted meal periods.

35. Defendant requires hourly-paid Delivery Drivers to perform work before all of their time is recorded as paid time.

36. Defendant controls the timekeeping process, including reporting times, clock-in practices, time approval, and the recording of meal periods.

37. Defendant automatically deducts meal-period time from hourly-paid Delivery Drivers' paid time, even when hourly-paid Delivery Drivers perform work during those periods or are not fully relieved of duty.

38. Defendant does not ensure that all pre-shift work time, all work performed during deducted meal periods, and all other compensable work time are recorded and paid.

39. As a result of these practices, Defendant understates hourly-paid Delivery Drivers' total hours worked.

40. By understating hourly-paid Delivery Drivers' total hours worked, Defendant fails to pay all straight-time and overtime wages due for compensable work time.

41. Defendant applies these timekeeping and payroll practices to hourly-paid Delivery Drivers as part of common policies or practices.

Unpaid Pre-Shift Work and Automatic Meal-Period Deductions

42. Defendant requires hourly-paid Delivery Drivers to report for work before their recorded paid start times.

43. Defendant requires hourly-paid Delivery Drivers to arrive before their recorded paid start times, remain on Defendant's premises awaiting route assignment, and remain available to begin work before Defendant allows them to clock in.

44. If hourly-paid Delivery Drivers do not arrive early and remain available for route assignment, Defendant may give their routes away and send them home without work for the day.

45. Defendant does not record or pay hourly-paid Delivery Drivers for all of this pre-shift work time.

46. Defendant controls when hourly-paid Delivery Drivers may clock in and begin recording paid time.

47. As a result, hourly-paid Delivery Drivers perform compensable pre-shift work that is not fully recorded or paid.

48. Defendant also maintains a practice of automatically deducting meal-period time from hourly-paid Delivery Drivers' paid hours.

49. Hourly-paid Delivery Drivers do not always receive bona fide, uninterrupted meal periods during the time deducted.

50. Because of route volume, dispatch control, productivity pressure, and delivery demands, hourly-paid Delivery Drivers often continue working during deducted meal periods or receive only brief or interrupted breaks.

51. Defendant deducts meal-period time even when hourly-paid Delivery Drivers are not fully relieved of duty.

52. Defendant does not restore deducted meal-period time to paid hours when hourly-paid Delivery Drivers continue working through all or part of the deducted period.

53. As a result of these practices, Defendant fails to pay hourly-paid Delivery Drivers for all compensable work time and excludes compensable time from overtime calculations.

Overtime Underpayment

54. Defendant regularly suffers or permits hourly-paid Delivery Drivers to work more than forty (40) hours in one or more workweeks.

55. Despite suffering or permitting hourly-paid Delivery Drivers to work more than forty (40) hours in one or more workweeks, Defendant fails to pay them overtime compensation for all hours worked in excess of forty (40) in a workweek.

56. Defendant's failure to record and pay all compensable pre-shift work time and all compensable work performed during automatically deducted meal periods causes hourly-paid Delivery Drivers' total hours worked to be understated.

57. By understating hourly-paid Delivery Drivers' total hours worked, Defendant fails to pay all overtime compensation due for hours worked over forty (40) in a workweek.

58. In some workweeks, Defendant records hourly-paid Delivery Drivers as having worked more than forty (40) hours, but fails to pay the required overtime premium for all hours over forty (40).

59. Instead, Defendant pays some or all overtime hours at Delivery Drivers' straight-time hourly rates, rather than at one and one-half times their regular rates of pay.

60. For example, during the workweek beginning March 9, 2025, and ending March 15, 2025, Defendant's pay records reflect that an hourly-paid Delivery Driver worked 43.87 hours, but Defendant paid only 0.07 hours at the overtime rate rather than paying all hours over forty at one and one-half times the regular rate.

61. As a result of these practices, Defendant fails to pay hourly-paid Delivery Drivers overtime compensation at one and one-half times their regular rates of pay for all hours worked over forty (40) in a workweek.

Defendant's Willful Violations

62. Defendant knows, or shows reckless disregard for whether, hourly-paid Delivery Drivers perform compensable work before their recorded start times and during automatically deducted meal periods.

63. Defendant knows, or shows reckless disregard for, whether its timekeeping and payroll practices fail to capture and pay hourly-paid Delivery Drivers for all compensable work time.

64. Defendant knows, or shows reckless disregard for whether, excluding compensable pre-shift work time and compensable work performed during automatically deducted meal periods, reduces hourly-paid Delivery Drivers' total recorded hours and overtime compensation.

65. Defendant controls the policies and practices governing reporting times, clock-in procedures, meal-period deductions, time approval, and payroll for hourly-paid Delivery Drivers.

66. Defendant applies these timekeeping and payroll practices to hourly-paid Delivery Drivers as part of common policies or practices.

67. Defendant's violations are willful because Defendant knows, or shows reckless disregard for, whether its timekeeping and payroll practices fail to pay hourly-paid Delivery Drivers for all compensable work time and all overtime compensation due.

COLLECTIVE ACTION ALLEGATIONS

68. Plaintiff re-alleges and incorporates all previous paragraphs herein.

69. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on his own behalf and on behalf of the FLSA Collective defined above with respect to the wage-and-hour claims.

70. Plaintiff and other members of the FLSA Collective regularly work more than forty (40) hours in a workweek as suffered or permitted by Defendant.

71. Defendant subjects Plaintiff and other members of the FLSA Collective to uniform and unlawful timekeeping and payroll practices that result in employees not being paid for all compensable work time and not receiving all overtime compensation required by the FLSA.

72. These unlawful practices arise from common timekeeping and payroll practices applied to hourly-paid Delivery Drivers, not discretionary decisions unique to individual employees.

73. Defendant fails to pay Plaintiff and other members of the FLSA Collective overtime compensation at a rate not less than one and one-half (1.5) times their regular rates of pay for all hours worked in excess of forty (40) in a workweek, as required by the FLSA.

74. As a result of Defendant's unlawful practices, in many workweeks, Plaintiff and other members of the FLSA Collective work more than forty (40) hours but are not paid all overtime compensation at the required premium rate.

75. Defendant's conduct and practices are willful and not undertaken in good faith. Defendant knows, or recklessly disregards, that its timekeeping and payroll practices result in employees not being paid all compensable work time and proper overtime compensation under the FLSA.

76. Plaintiff and other members of the FLSA Collective are subjected to the same common unlawful policies and practices that violate the FLSA.

77. With respect to the claims set forth herein, a collective action under the FLSA is appropriate because Plaintiff and the members of the FLSA Collective are similarly situated within the meaning of 29 U.S.C. § 216(b).

78. Plaintiff and the members of the FLSA Collective are similarly situated because they are all hourly-paid Delivery Drivers who are subject to the same or similar timekeeping and payroll practices, and their claims arise from the same factual and legal theories.

79. Defendant maintains policies and practices that result in hourly-paid Delivery Drivers not being paid for all compensable work time, including required pre-shift work performed outside credited paid time and work performed during automatically deducted meal periods.

80. Defendant's common timekeeping and payroll practices also result in overtime underpayment by failing to include all compensable work time in overtime calculations in workweeks in which hourly-paid Delivery Drivers work more than forty (40) hours.

81. Plaintiff estimates that the FLSA Collective consists of numerous similarly situated hourly-paid Delivery Drivers, and the precise number of FLSA Collective members is readily ascertainable from Defendant's payroll and personnel records.

82. The identity of the members of the FLSA Collective, the hours they work, and the wages paid to them are ascertainable from Defendant's payroll, timekeeping, and personnel records.

RULE 23 CLASS ACTION ALLEGATIONS

83. Plaintiff re-alleges and incorporates all previous paragraphs herein.

84. Plaintiff seeks to pursue his MWHL and MWPCl claims individually and pursuant to Federal Rule of Civil Procedure 23 as an opt-out class action on behalf of the Maryland Class.

85. Plaintiff brings this class action to recover unpaid straight-time and overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs pursuant to the MWHL and the MWPCl.

86. The identity of the members of the Maryland Class, the hours they work, and the wages paid to them are ascertainable from Defendant's payroll, timekeeping, and personnel records, and damages can be determined through common proof.

87. The members of the Maryland Class are so numerous that joinder of all Class members is impracticable. Plaintiff reasonably estimates that there is a substantial number of Class members. The members of the Maryland Class are readily identifiable from Defendant's payroll, timekeeping, and personnel records.

88. There is a well-defined community of interest among the Maryland Class members, and common questions of law and fact predominate over any questions affecting individual Class members. These common questions include, but are not limited to, whether Defendant maintains common and unlawful timekeeping and payroll practices that fail to pay employees for all compensable work time, whether Defendant fails to pay all straight-time and overtime wages owed, and whether Defendant's practices violate the MWHL and the MWPCl.

89. Plaintiff's claims are typical of the claims of the Maryland Class members in that Plaintiff and all other Class members suffer damages as a direct and proximate result of Defendant's common and systemic timekeeping and payroll policies and practices. All Class members are subject to the same common practices of Defendant, including the failure to pay straight-time and overtime wages. Separate litigation by individual employees would present a risk of inconsistent or varying adjudications.

90. All Class members are treated the same or similarly by Defendant with respect to pay practices, including but not limited to the failure to pay straight-time and overtime wages. Accordingly, common questions of law and fact apply to each and every member of the Maryland Class.

91. Plaintiff will fairly and adequately protect the interests of the Maryland Class. Plaintiff has retained counsel experienced in the prosecution of wage-and-hour class and collective actions. Neither Plaintiff nor his counsel has interests that are antagonistic to or in conflict with the interests of the Maryland Class members.

92. Defendant's common policies and practices affect all Maryland Class members similarly, and Defendant benefits from the same type of unlawful conduct with respect to each Class member. Plaintiff's claims arise from the same legal theories as those of the Maryland Class, making this action manageable and efficient as a Rule 23 class action.

93. Class treatment is also superior because Defendant's liability turns on common timekeeping and payroll practices, and resolution of those issues in a single proceeding will conserve judicial resources and avoid inconsistent adjudications.

94. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because the damages suffered by individual Class members are

relatively small, making individual litigation economically impracticable. Proceeding as a class action will also avoid duplicative litigation and inconsistent results.

95. This action is manageable as a Rule 23 class action, and Plaintiff and his counsel are aware of no unusual difficulties that would preclude class treatment of the claims.

96. Because the requirements of Rule 23(b)(3) are satisfied, certification of the Maryland Class is appropriate.

COUNT I
(Individual and 29 U.S.C. § 216(b) Collective Action Claims)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
Failure to Pay Overtime Wages

97. Plaintiff re-alleges and incorporates all previous paragraphs herein.

98. 29 U.S.C. § 207(a)(1) provides:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

99. Defendant suffers and permits Plaintiff and the members of the FLSA Collective to work over forty (40) hours in one or more workweeks.

100. As a result of the policies and practices alleged herein, Defendant fails to pay Plaintiff and the members of the FLSA Collective the full overtime compensation due for hours worked in excess of forty (40) in a workweek.

101. Defendant's conduct and practices, as described herein, are willful and not undertaken in good faith.

102. Because Defendant willfully violated the FLSA, the three (3) year statute of limitations applies to Plaintiff's claims pursuant to 29 U.S.C. § 255(a).

103. As a result of Defendant's uniform and common timekeeping and payroll practices described above, Plaintiff and the members of the FLSA Collective are unlawfully deprived of overtime wages earned, in amounts to be determined at trial, and are entitled to recover overtime wages for all unpaid hours worked in excess of forty (40) in a workweek, straight-time wages for all unpaid hours worked up to forty (40) hours in workweeks in which overtime is worked, liquidated damages, reasonable attorneys' fees, costs, and other relief pursuant to 29 U.S.C. § 216(b).

COUNT II

(Brought Individually and on a Class Basis Pursuant to Fed. R. Civ. P. 23)
Violation of Maryland Wage and Hour Law, Md. Code Ann., Lab. & Empl. § 3-401 et seq.
Failure to Pay Overtime Wages

104. Plaintiff re-alleges and incorporates all previous paragraphs herein.

105. The MWHL requires employers to pay employees overtime compensation at a rate of not less than one and one-half (1.5) times their usual hourly wage for all hours worked in excess of forty (40) hours in a workweek. See Md. Code Ann., Lab. & Empl. § 3-415.

106. Defendant is the employer of Plaintiff and the members of the Maryland Class within the meaning of the MWHL.

107. Plaintiff and the members of the Maryland Class are employees of Defendant within the meaning of the MWHL.

108. Defendant employs Plaintiff and the members of the Maryland Class in the State of Maryland during the applicable limitations period.

109. Defendant fails to pay Plaintiff and the members of the Maryland Class all overtime compensation owed for hours worked in excess of forty (40) hours in a workweek, including by failing to pay for compensable pre-shift work and compensable work performed during automatically deducted meal periods.

110. In many workweeks, Plaintiff and the members of the Maryland Class work in excess of forty (40) hours but are not compensated at one and one-half (1.5) times their usual hourly wage for all overtime hours worked.

111. Defendant knows, or shows reckless disregard for, whether its timekeeping and payroll practices fail to ensure that all overtime hours worked by Plaintiff and the members of the Maryland Class are accurately recorded and properly compensated at the required premium rate.

112. As a result of Defendant's uniform and common policies and practices described above, Plaintiff and the members of the Maryland Class are unlawfully deprived of overtime compensation earned, in amounts to be determined at trial, and are entitled to recover unpaid overtime wages, liquidated damages, pre- and post-judgment interest, reasonable attorneys' fees, costs, and all other relief available under the MWHL.

COUNT III
(Brought Individually and on a Class Basis Pursuant to Fed. R. Civ. P. 23)
Violation of Maryland Wage Payment and Collection Law, Md. Code Ann., Lab. & Empl. §
3-501 et seq.
Failure to Pay Wages for All Hours Worked

113. Plaintiff re-alleges and incorporates all previous paragraphs herein.

114. The MWPCCL requires employers to pay employees all wages due for work performed. See Md. Code Ann., Lab. & Empl. §§ 3-501, 3-502, and 3-505.

115. Defendant is the employer of Plaintiff and the members of the Maryland Class within the meaning of the MWPCCL.

116. Plaintiff and the members of the Maryland Class are employees of Defendant within the meaning of the MWPCCL.

117. Defendant employs Plaintiff and the members of the Maryland Class in the State of Maryland during the applicable limitations period.

118. Plaintiff and the members of the Maryland Class perform compensable work time before recorded start times, during automatically deducted meal periods, and/or outside fully credited paid time.

119. The wages Defendant fails to pay include straight-time and overtime wages due for compensable work performed before recorded start times, during automatically deducted meal periods, and during other work time that Defendant fails to record or credit fully.

120. Defendant fails to pay Plaintiff and the members of the Maryland Class for all compensable hours worked by, among other things, failing to record and pay for pre-shift work, automatically deducting meal-period time even when work is performed, and understating compensable work time through its timekeeping and payroll practices.

121. As a result of Defendant's policies and practices, Plaintiff and the members of the Maryland Class are deprived of straight-time wages and other wages due for compensable work performed, including in workweeks in which overtime compensation is also owed.

122. Defendant knows, or shows reckless disregard for whether, Plaintiff and the members of the Maryland Class perform compensable work for which they are not paid because Defendant controls the timekeeping system, time approvals, meal-period deductions, and payroll practices used to calculate and pay wages.

123. As a result of Defendant's uniform and common policies and practices described above, Plaintiff and the members of the Maryland Class are unlawfully deprived of wages earned, in amounts to be determined at trial, and are entitled to recover unpaid wages, enhanced damages as permitted by law, pre- and post-judgment interest, reasonable attorneys' fees, costs, and all other relief available under the MWPCL.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully requests that the Court enter judgment in his favor and grant the following relief:

A. Certify this action as a collective action pursuant to 29 U.S.C. § 216(b) and authorize notice to be sent to all similarly situated employees informing them of their right to opt into this action;

B. Certify this action as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of the Maryland Class;

C. Designate Plaintiff as the representative of the FLSA Collective and the Maryland Class and designate Plaintiff's counsel as Class Counsel;

D. Declare that Defendant violated the FLSA, 29 U.S.C. § 201 *et seq.*, the MWHL, Md. Code Ann., Lab. & Empl. § 3-401 *et seq.*, and the MWPCCL, Md. Code Ann., Lab. & Empl. § 3-501 *et seq.*;

E. Award Plaintiff and the members of the FLSA Collective and Maryland Class all unpaid wages due, including unpaid straight-time and overtime compensation;

F. Award liquidated damages as permitted by the FLSA and Maryland law;

G. Award enhanced damages as permitted by the MWPCCL;

H. Award pre-judgment and post-judgment interest to the fullest extent permitted by law;

I. Award reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216(b), Md. Code Ann., Lab. & Empl. § 3-427, and Md. Code Ann., Lab. & Empl. § 3-507.2;

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

JURY DEMAND

Plaintiff, individually and on behalf of all others similarly situated, by and through his attorneys, hereby demand 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 cause.

Respectfully submitted,

Dated: April 22, 2026

By: /s/ Michael Rinderman
Michael Rinderman (MD Bar No. 32085)
Nicholas Conlon (to seek *pro hac vice*)
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
F: (855) 582-5279
nicholasconlon@jtblawgroup.com
michael.rinderman@jtblawgroup.com

Lead Counsel for Plaintiff

Exhibit 1

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

JORDON BAILEY, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

BLACKWATER MANAGEMENT, LLC,

Defendant(s).

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) BLACKWATER MANAGEMENT, LLC 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: Jordon Bailey Dated: 04/08/2026

Name: Jordon Bailey

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

JORDON BAILEY, individually and on behalf of all others similarly situated

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

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

DEFENDANTS

BLACKWATER MANAGEMENT, LLC

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, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

- PTF DEF Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Property Damage, Labor Standards, etc.

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, 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): Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq. Brief description of cause: Defendants violate the FLSA and the Maryland state laws through unlawful timekeeping and payroll practices applied to hourly employees

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 Apr 22, 2025 SIGNATURE OF ATTORNEY OF RECORD /s/ Michael Rinderman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Case 1:26-cv-01583-EA Document 1-2 Filed 04/23/26 Page 2 of 2
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 cases, if any. If there are related 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

JORDON BAILEY, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

BLACKWATER MANAGEMENT, LLC

Defendant(s)

Civil Action No. 1:26-cv-1583

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) BLACKWATER MANAGEMENT, LLC
2203 Lakeside Boulevard
Edgewood, Maryland 21040

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:

BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000

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:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

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: