

**IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND**

PAUL WOLF  
19513 Gallatin Court  
Montgomery Village, Maryland 20886

LEROY D. HILL  
2227 Newton Street, N.E.  
Washington, D.C. 20018

CECIL KELLY  
3605 Hillary Street  
Upper Marlboro, Maryland 20772

ALEXANDER BOGDANOVSKY  
7904 Inverness Ridge Road  
Potomac, Maryland 20854

LAUREL A. HARRISON  
RR 1 Box 485  
High View, West Virginia 26808

PETER J. MATSUKI  
12 Stockton Road  
Silver Spring, Maryland 20901

TAHIR MAHMOOD  
8320 Water Lily Way  
Laurel, Maryland 20724

ANNAMARIE D. LLOYD  
8705 Kerry Lane  
Springfield, Virginia 22152

MIGUEL H. MORALES  
323 Cloude's Mill Drive  
Alexandria, Virginia 22304

BENJAMIN T. LEVIN  
1111 Army Navy Drive  
No. 201  
Arlington, Virginia 22202

BINIAM TEKLE  
8927 Ataturk Way  
Lorton, Virginia 22079

Civil Case No.:

SMITH, LEASE &  
GOLDSTEIN, LLC

ATTORNEYS AT LAW  
11 NORTH WASHINGTON  
STREET, SUITE 520  
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ALAN S. ALESHIRE  
1282 Smallwood Drive West  
No. 156  
Waldorf, Maryland 20603

STEVEN A. FISCHER  
1602 Fallowfield Court  
Crofton, Maryland 21114

KEVIN D. MAHER  
15624 Pamela Drive  
Silver Spring, Maryland 20905

Plaintiffs

v.

CATAPULT TECHNOLOGY, LTD.  
The Clark Building  
7500 Old Georgetown Road  
11<sup>th</sup> Floor  
Bethesda, Maryland 20814

Defendant

Serve:

**COMPLAINT**

Plaintiffs Paul Wolf, Leroy D. Hill, Cecil Kelly, Alexander Bogdanovsky, Laurel A. Harrison, Peter J. Matsuki, Tahir Mahmood, Annamarie D. Lloyd, Miguel H. Morales, Benjamin T. Levin, Biniam Tekle, Alan S. Alseshire, Steven A. Fischer and Kevin D. Maher, by and through their counsel of record, Marc J. Smith and SMITH, LEASE & GOLDSTEIN, LLC, hereby file their Complaint against Defendant Catapult Technology, Ltd.

**PARTIES**

1. Plaintiff Paul Wolf (“Plaintiff Wolf”) is an individual resident of the State of Maryland.

SMITH, LEASE &  
GOLDSTEIN, LLC  
  
ATTORNEYS AT LAW  
  
11 NORTH WASHINGTON  
STREET, SUITE 520  
ROCKVILLE, MARYLAND 20850  
  
TELEPHONE: (301) 838-8950

2. Plaintiff Leroy D. Hill (“Plaintiff Hill”) is an individual resident of the District of Columbia.

3. Plaintiff Cecil Kelly (“Plaintiff Kelly”) is an individual resident of the State of Maryland.

4. Plaintiff Alexander Bogdanovsky (“Plaintiff Bogdanovsky”) is an individual resident of the State of Maryland.

5. Plaintiff Laurel A. Harrison (“Plaintiff Harrison”) is an individual resident of the State of West Virginia.

6. Plaintiff Peter J. Matsuki (“Plaintiff Matsuki”) is an individual resident of the State of Maryland.

7. Plaintiff Tahir Mahmood (“Plaintiff Mahmood”) is an individual resident of the State of Maryland.

8. Plaintiff Annamarie D. Lloyd (“Plaintiff Lloyd”) is an individual resident of the Commonwealth of Virginia.

9. Plaintiff Miguel H. Morales (“Plaintiff Morales”) is an individual resident of the Commonwealth of Virginia.

10. Plaintiff Benjamin T. Levin (“Plaintiff Levin”) is an individual resident of the Commonwealth of Virginia.

11. Plaintiff Biniam Tekle (“Plaintiff Tekle”) is an individual resident of the Commonwealth of Virginia.

12. Plaintiff Alan S. Aleshire (“Plaintiff Aleshire”) is an individual resident of the State of Maryland.

13. Plaintiff Steven A. Fischer (“Plaintiff Fischer”) is an individual resident of the State of Maryland.

14. Plaintiff Kevin D. Maher (“Plaintiff Maher”) is an individual resident of the State of Maryland.

15. Defendant Catapult Technology, Ltd. (“Defendant”) is an entity incorporated pursuant to the laws of the State of Maryland and maintains its principal place of business in Montgomery County, Maryland.

### **FACTS**

16. Plaintiffs are all former employees of Defendant who were assigned to work as contractors with the Department of Transportation.

17. During their employment with Defendant, each of the Plaintiffs in this case was provided with a compensation package that included various components, including paid time-off known as “universal leave,” which was intended to be used for both vacation and sick leave.

18. According to Defendant’s Employee Handbook, employees “earned” universal leave during each per pay period, which leave accrued at a specified number of hours per pay period depending on total years of service. According to the handbook, regular full-time employees such as the Plaintiffs earned and accrued a minimum of eighteen (18) days of universal leave during the course of each calendar year.

19. On or about August 24, 2004, Defendant received notice from the Department of Transportation that its contract would not be renewed and would expire the following month.

20. Following notice of the non-renewal of its contract with the Department of Transportation, Defendant provided misinformation to Plaintiffs concerning the status of the contract, employment opportunities with Defendant and otherwise interfered with Plaintiffs’

ability to ensure that their employment and ability to earn a living would not interrupted by the loss of the contract.

21. Plaintiffs terminated their employment relationship with Defendant during the first week in October 2004.

22. At the time Plaintiffs terminated their employment with Defendant, each of the Plaintiffs had earned significant universal leave for which they were entitled to receive compensation from Defendant.

23. Specifically, Plaintiffs were due the following amounts for their earned and accrued but unused universal leave:

(i)	Paul Wolf	\$3,038.06	(84.25 hours)
(ii)	Leroy D. Hill	\$2,474.28	(116 hours)
(iii)	Cecil Kelly	\$3,640.00	(140 hours)
(iv)	Alexander Bogdanovsky	\$5,246.00	(122 hours)
(v)	Laurel A. Harrison	\$4,865.00	(139 hours)
(vi)	Peter J. Matsuki	\$11,090.12	(214 hours)
(vii)	Tahir Mahmood	\$5,117.50	(178 hours)
(viii)	Annamarie D. Lloyd	\$2,620.53	(92.5 hours)
(ix)	Miguel H. Morales	\$2,165.80	(49 hours)
(x)	Benjamin T. Levin	\$5,960.85	(175 hours)
(xi)	Biniam Tekle	\$2,711.50	(93.5 hours)
(xii)	Alan S. Aleshire	\$2,430.09	(117 hours)
(xiii)	Steven A. Fischer	\$8,320.00	(208 hours)
(xiv)	Kevin D. Maher	\$9,250.00	(185 hours)

24. Defendants have unlawfully withheld and failed and refused to compensate the Plaintiffs for their earned and accrued but unused universal leave.

**COUNT I**

**Violation of Maryland's Wage Payment and Collection Law**

**Paul Wolf**

25. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

26. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Wolf compensation for earned and accrued but unused universal leave totaling \$3,038.06.

27. The earned and accrued universal leave sought by Plaintiff Wolf constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

28. Defendant's continuing actions in willfully refusing to pay Plaintiff Wolf the universal leave earned during his employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

29. Defendant was not authorized to deduct from or withhold Plaintiff Wolf's earned universal leave.

30. Defendant's actions were willful and not the result of a bona fide dispute.

31. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Wolf.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Wolf and against Defendant for earned but unpaid universal leave in the amount of \$3,038.06, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Wolf be awarded treble damages of \$9,114.18 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Wolf be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

## **COUNT II**

### **Violation of Maryland's Wage Payment and Collection Law**

#### **Leroy D. Hill**

32. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

33. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Hill compensation for earned and accrued but unused universal leave totaling \$2,474.28.

34. The earned and accrued universal leave sought by Plaintiff Hill constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

35. Defendant's continuing actions in willfully refusing to pay Plaintiff Hill the universal leave earned during his employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

36. Defendant was not authorized to deduct from or withhold Plaintiff Hill's earned universal leave.

37. Defendant's actions were willful and not the result of a bona fide dispute.

38. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Hill.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Hill and against Defendant for earned but unpaid universal leave in the amount of \$2,474.28, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Hill be awarded treble damages of \$7,422.84 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Hill be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

### **COUNT III**

#### **Violation of Maryland's Wage Payment and Collection Law**

#### **Cecil Kelly**

39. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

40. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Kelly compensation for earned and accrued but unused universal leave totaling \$3,640.00.



41. The earned and accrued universal leave sought by Plaintiff Kelly constitutes a “wage” as that term is defined in Maryland’s Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

42. Defendant’s continuing actions in willfully refusing to pay Plaintiff Kelly the universal leave earned during his employment constitutes a violation of Maryland’s Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

43. Defendant was not authorized to deduct from or withhold Plaintiff Kelly’s earned universal leave.

44. Defendant’s actions were willful and not the result of a bona fide dispute.

45. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Kelly.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Kelly and against Defendant for earned but unpaid universal leave in the amount of \$3,640.00, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Kelly be awarded treble damages of \$10,920.00 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Kelly be awarded all costs, expenses and reasonable attorney’s fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

**COUNT IV**

**Violation of Maryland's Wage Payment and Collection Law**

**Alexander Bogdanovsky**

46. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

47. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Bogdanovsky compensation for earned and accrued but unused universal leave totaling \$5,246.00.

48. The earned and accrued universal leave sought by Plaintiff Bogdanovsky constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

49. Defendant's continuing actions in willfully refusing to pay Plaintiff Bogdanovsky the universal leave earned during his employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

50. Defendant was not authorized to deduct from or withhold Plaintiff Bogdanovsky's earned universal leave.

51. Defendant's actions were willful and not the result of a bona fide dispute.

52. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Bogdanovsky.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Bogdanovsky and against Defendant for earned but unpaid universal leave in the amount of \$5,246.00, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Bogdanovsky be awarded treble damages of \$15,738.00 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Bogdanovsky be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

**COUNT V**

**Violation of Maryland's Wage Payment and Collection Law**

**Laurel A. Harrison**

53. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

54. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Harrison compensation for earned and accrued but unused universal leave totaling \$4,865.00.

55. The earned and accrued universal leave sought by Plaintiff Harrison constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

56. Defendant's continuing actions in willfully refusing to pay Plaintiff Harrison the universal leave earned during his employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

57. Defendant was not authorized to deduct from or withhold Plaintiff Harrison's earned universal leave.

58. Defendant's actions were willful and not the result of a bona fide dispute.

59. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Harrison.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Harrison and against Defendant for earned but unpaid universal leave in the amount of \$4,865.00, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Harrison be awarded treble damages of \$14,595.00 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Harrison be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

## **COUNT VI**

### **Violation of Maryland's Wage Payment and Collection Law**

#### **Peter J. Matsuki**

60. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

61. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Matsuki compensation for earned and accrued but unused universal leave totaling \$11,090.12.

62. The earned and accrued universal leave sought by Plaintiff Matsuki constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

63. Defendant's continuing actions in willfully refusing to pay Plaintiff Matsuki the universal leave earned during his employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

64. Defendant was not authorized to deduct from or withhold Plaintiff Matsuki's earned universal leave.

65. Defendant's actions were willful and not the result of a bona fide dispute.

66. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Matsuki.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Matsuki and against Defendant for earned but unpaid universal leave in the amount of \$11,090.12, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Matsuki be awarded treble damages of \$33,270.36 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Matsuki be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

**COUNT VII**

**Violation of Maryland's Wage Payment and Collection Law**

**Tahir Mahmood**

67. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

68. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Mahmood compensation for earned and accrued but unused universal leave totaling \$5,117.50.

69. The earned and accrued universal leave sought by Plaintiff Mahmood constitutes a “wage” as that term is defined in Maryland’s Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

70. Defendant’s continuing actions in willfully refusing to pay Plaintiff Mahmood the universal leave earned during his employment constitutes a violation of Maryland’s Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

71. Defendant was not authorized to deduct from or withhold Plaintiff Mahmood’s earned universal leave.

72. Defendant’s actions were willful and not the result of a bona fide dispute.

73. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Mahmood.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Mahmood and against Defendant for earned but unpaid universal leave in the amount of \$5,117.50, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Mahmood be awarded treble damages of \$15,352.50 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Mahmood be awarded all costs, expenses and reasonable attorney’s fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

- d. Such other and further relief as the Court deems just and proper.

**COUNT VIII**

**Violation of Maryland's Wage Payment and Collection Law**

**Annamarie D. Lloyd**

74. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

75. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Lloyd compensation for earned and accrued but unused universal leave totaling \$2,620.53.

76. The earned and accrued universal leave sought by Plaintiff Lloyd constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

77. Defendant's continuing actions in willfully refusing to pay Plaintiff Lloyd the universal leave earned during her employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

78. Defendant was not authorized to deduct from or withhold Plaintiff Lloyd's earned universal leave.

79. Defendant's actions were willful and not the result of a bona fide dispute.

80. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Lloyd.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Lloyd and against Defendant for earned but unpaid universal leave in the amount of \$2,620.53, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Lloyd be awarded treble damages of \$7,861.59 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Lloyd be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

**COUNT X**

**Violation of Maryland's Wage Payment and Collection Law**

**Miguel H. Morales**

81. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

82. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Morales compensation for earned and accrued but unused universal leave totaling \$2,165.80.

83. The earned and accrued universal leave sought by Plaintiff Morales constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

84. Defendant's continuing actions in willfully refusing to pay Plaintiff Morales the universal leave earned during his employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.



85. Defendant was not authorized to deduct from or withhold Plaintiff Morales's earned universal leave.

86. Defendant's actions were willful and not the result of a bona fide dispute.

87. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Morales.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Morales and against Defendant for earned but unpaid universal leave in the amount of \$2,165.80, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Morales be awarded treble damages of \$6,497.40 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Morales be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

### **COUNT X**

#### **Violation of Maryland's Wage Payment and Collection Law**

#### **Benjamin T. Levin**

88. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

89. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Levin compensation for earned and accrued but unused universal leave totaling \$5,960.85.

90. The earned and accrued universal leave sought by Plaintiff Levin constitutes a “wage” as that term is defined in Maryland’s Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

91. Defendant’s continuing actions in willfully refusing to pay Plaintiff Levin the universal leave earned during his employment constitutes a violation of Maryland’s Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

92. Defendant was not authorized to deduct from or withhold Plaintiff Levin’s earned universal leave.

93. Defendant’s actions were willful and not the result of a bona fide dispute.

94. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Levin.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Levin and against Defendant for earned but unpaid universal leave in the amount of \$5,960.85, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Levin be awarded treble damages of \$17,882.55 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Levin be awarded all costs, expenses and reasonable attorney’s fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

**COUNT XI**

**Violation of Maryland's Wage Payment and Collection Law**

**Biniam Tekle**

95. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

96. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Tekle compensation for earned and accrued but unused universal leave totaling \$2,711.50.

97. The earned and accrued universal leave sought by Plaintiff Tekle constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

98. Defendant's continuing actions in willfully refusing to pay Plaintiff Tekle the universal leave earned during his employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

99. Defendant was not authorized to deduct from or withhold Plaintiff Tekle's earned universal leave.

100. Defendant's actions were willful and not the result of a bona fide dispute.

101. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Tekle.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Tekle and against Defendant for earned but unpaid universal leave in the amount of \$2,711.50, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Tekle be awarded treble damages of \$8,134.50 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Tekle be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

## **COUNT XII**

### **Violation of Maryland's Wage Payment and Collection Law**

#### **Alan S. Aleshire**

102. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

103. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Aleshire compensation for earned and accrued but unused universal leave totaling \$2,430.09.

104. The earned and accrued universal leave sought by Plaintiff Aleshire constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

105. Defendant's continuing actions in willfully refusing to pay Plaintiff Aleshire the universal leave earned during his employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

106. Defendant was not authorized to deduct from or withhold Plaintiff Aleshire's earned universal leave.

107. Defendant's actions were willful and not the result of a bona fide dispute.

108. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Aleshire.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Aleshire and against Defendant for earned but unpaid universal leave in the amount of \$2,430.09, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Aleshire be awarded treble damages of \$7,290.27 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Aleshire be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

**COUNT XIII**

**Violation of Maryland's Wage Payment and Collection Law**

**Steven A. Fischer**

109. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

110. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Fischer compensation for earned and accrued but unused universal leave totaling \$8,320.00.

111. The earned and accrued universal leave sought by Plaintiff Fischer constitutes a "wage" as that term is defined in Maryland's Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

112. Defendant's continuing actions in willfully refusing to pay Plaintiff Fischer the universal leave earned during his employment constitutes a violation of Maryland's Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

113. Defendant was not authorized to deduct from or withhold Plaintiff Fischer's earned universal leave.

114. Defendant's actions were willful and not the result of a bona fide dispute.

115. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Fischer.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Fischer and against Defendant for earned but unpaid universal leave in the amount of \$8,320.00, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Fischer be awarded treble damages of \$24,960.00 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Fischer be awarded all costs, expenses and reasonable attorney's fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

**COUNT XIV**

**Violation of Maryland's Wage Payment and Collection Law**

**Kevin D. Maher**

116. Paragraphs 1 through 24 above are hereby adopted and incorporated herein by reference.

117. As of the time of the filing of this Complaint, Defendant has intentionally and willfully withheld from Plaintiff Maher compensation for earned and accrued but unused universal leave totaling \$9,250.00.

118. The earned and accrued universal leave sought by Plaintiff Maher constitutes a “wage” as that term is defined in Maryland’s Wage Payment and Collection law, § 3-501 of the Labor and Employment Article.

119. Defendant’s continuing actions in willfully refusing to pay Plaintiff Maher the universal leave earned during his employment constitutes a violation of Maryland’s Wage Payment and Collection Law, § 3-501, *et. seq.* of the Labor and Employment Article.

120. Defendant was not authorized to deduct from or withhold Plaintiff Maher’s earned universal leave.

121. Defendant’s actions were willful and not the result of a bona fide dispute.

122. In excess of two (2) weeks have elapsed from the date on which the compensation described above should have been paid to Plaintiff Maher.

WHEREFORE, Plaintiff respectfully prays that the Court grant the following relief:

a. That judgment be entered in favor of Plaintiff Maher and against Defendant for earned but unpaid universal leave in the amount of \$9,250.00, plus pre and post judgment interest to the fullest extent allowed by law;

b. That Plaintiff Maher be awarded treble damages of \$27,750.00 pursuant to §3-507.1(b) of the Labor and Employment Article;

c. That Plaintiff Maher be awarded all costs, expenses and reasonable attorney’s fees incurred in bringing this action in accordance with §3-507.1(b) of the Labor and Employment Article; and

d. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

SMITH, LEASE & GOLDSTEIN, LLC

By: \_\_\_\_\_

Marc J. Smith  
11 North Washington Street  
Suite 520  
Rockville, Maryland 20850  
Phone: (301) 838-8950

Counsel for Plaintiff

**TRIAL BY JURY DEMANDED**

Plaintiffs hereby requests trial by jury.

By: \_\_\_\_\_

Marc J. Smith

SMITH, LEASE &  
GOLDSTEIN, LLC

ATTORNEYS AT LAW

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