

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

CARLTON THURMAN

6166 Regent Park Road

Catonsville. MD 21228

*On behalf of Himself and
All Others similarly situated*

Plaintiffs,

v.

Civil Action No.:

MASTER CARE FLOORING, INC.

4000 Coolidge Avenue, Suite G

Baltimore, MD 21229

SERVE RESIDENT AGENT:

Louis F. O'Brien

8910 Crystal Mountain Road

Emmitsburg, MD 21727

LOUIS F. O'BRIEN, an individual

4000 Coolidge Avenue, Suite G

Baltimore, MD 21229

RUSSELL STERNER, an individual

4000 Coolidge Avenue, Suite G

Baltimore, MD 21229

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff **CARLTON THURMAN** ("Mr. Thurman"), by and through his undersigned counsel, and for himself and all others similarly situated, hereby files his Complaint against Defendants, **MASTER CARE FLOORING, INC.** ("Master Care") and **LOUIS F. O'BRIEN** ("Mr. O'Brien"), and **RUSSELL STERNER** ("Mr. Sterner"), to recover unpaid back wages, overtime pay, liquidated

damages, treble damages, reasonable attorney's fees and costs under § 16(b) of the federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201 et seq. ("FLSA"); the Maryland Wage Payment and Collection Law ("MWPCCL"), Maryland Code. Labor and Employment Article §§ 3-501 et seq; and the Maryland Wage and Hour Law ("MWHL"), Md. Code Lab. & Empl. Sec. 3-401. et seq.

1. Mr. Thurman is an adult resident of the State of Maryland.
2. Master Care is a Maryland corporation with its principal place of business in Baltimore City. Master Care regularly conducts business in Montgomery County, Maryland.
3. Mr. O'Brien and Mr. Sterner are, on information and belief, the Vice Presidents and Principals of Master Care.
4. At all times relevant, Defendants were Mr. Thurman's "employers" for purposes of the FLSA, MWPCCL, and MWHL.
5. During the period of Mr. Thurman's employment, Master Care was engaged in commerce or in the production of goods for commerce within the meaning of § 3(s)(1) of the FLSA (29 U.S.C. § 203(s)(1)). During the relevant time period, Master Care qualified as an "enterprise" within the meaning of § 3(r) of the FLSA (29 U.S.C. § 203(r)). At all times relevant, Mr. Thurman was an individual employee who was engaged in commerce or the production of goods for commerce as required by 29 U.S.C. §§ 206-207. Upon information and belief, Mr. O'Brien and Mr. Sterner supervised Mr. Thurman determined his pay while he was employed by Master Care.
6. Mr. Thurman worked for Defendants for approximately nine years.
7. Mr. Thurman worked over forty hours per week on a regular basis.
8. Defendants paid Mr. Thurman on a piecework basis.

9. For the great majority of Mr. Thurman's career with defendants they did not pay him overtime.

10. Defendants never maintained any time records with respect to Mr. Thurman.

11. Mr. Thurman did not perform work that meets the definition of exempt work under the FLSA or the MWHL, yet was not compensated at the rate required by law for overtime work.

12. Mr. Thurman is aware of other current and former employees of Defendants who are similarly situated in that they do not perform work which would qualify them as exempt from the overtime requirements of the FLSA and MWHL and worked in excess of forty (40) hours per week on a regular basis for Defendants during the relevant time period.

CAUSES OF ACTION
COUNT I
Violation of Federal Fair Labor Standards Act
(Overtime)

13. Mr. Thurman realleges and reasserts each and every allegation set forth in Paragraphs 1-12 above, as if each were set forth herein.

14. Section 207(a)(1) of the FLSA provides that "no employer shall employ any of his employees ... for a workweek longer than forty hours unless such employee receive 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."

15. Mr. Thurman was an "employee" covered by the FLSA, 29 U.S.C. § 207(a)(1), Defendants were his "employers" under § 207(a)(2). Defendants, as Plaintiff's employers, were obligated to compensate Plaintiff for overtime hours worked, at the overtime rate.

16. Mr. Thurman (and others similarly situated) worked overtime on a regular basis. Mr. Thurman was entitled to, and is owed, overtime pay at the rate of one and one-half (1 ½) times his

regular rate of pay for hours worked in excess of forty (40) hours in a given work week.

17. Defendants have failed and refused to compensate Mr. Thurman (and others similarly situated) properly and as required by law for numerous overtime hours worked. This failure and refusal to pay compensation as required by the FLSA was willful and intentional, and not in good faith.

WHEREFORE, Defendants are liable, jointly and severally, to Plaintiff (and all others similarly situated who have joined in this suit) under Count I for all unpaid overtime wages in such amounts to be proved at trial, plus an equal amount in liquidated damages, interest (both pre- and post-judgment), attorney's fees, the costs of this action, and any other and further relief this Court deems appropriate.

COUNT II
VIOLATION OF THE MARYLAND WAGE AND HOUR LAW
(Overtime)

18. Mr. Thurman realleges and reasserts each and every allegation set forth in Paragraphs 1-17, as if each were set forth herein.

19. The Maryland Wage and Hour Law provides that "each employer shall pay an overtime wage of at least 1.5 times the usual hourly rate" to its employees. Md. Code Lab. & Empl. Sec. 3-415(a).

20. Mr. Thurman (and others similarly situated) worked overtime on a regular basis for defendants. Mr. Thurman (and others similarly situated) was entitled to, and is owed, overtime pay at the rate of one and one-half (1 ½) times his regular rate of pay for hours worked in excess of forty (40) hours in a given work week. Defendants have failed and refused to compensate Mr. Thurman

(and others similarly situated) properly and as required by law for numerous overtime hours worked. This failure and refusal to pay compensation as required by the Maryland Wage and Hour Law was willful and intentional, and not in good faith.

21. The Maryland Wage and Hour Law authorizes a private cause of action against an employer for the overtime amounts owed, reasonable counsel fees, and costs.

WHEREFORE, Defendants are liable, jointly and severally, to Plaintiff (and all others similarly situated who have joined in this suit) under Count II for all unpaid overtime wages in such amounts to be proved at trial, interest (both pre- and post-judgment), attorney's fees, the costs of this action, and any other and further relief this Court deems appropriate.

COUNT III
VIOLATION OF THE MARYLAND WAGE PAYMENT AND COLLECTION LAW
(Unpaid earned wages)

22. Mr. Thurman realleges and reasserts each and every allegation set forth in Paragraphs 1-21 above, as if each were set forth herein.

23. Defendants have failed and continue to fail to pay to Mr. Thurman (and others similarly situated) promised and earned wages, which are due and owing to him.

24. Defendants have failed to pay these monies to Mr. Thurman (and others similarly situated) at any time on or before their employment relationship terminated.

25. The aforesaid actions and/or omissions of defendants are in contravention of the Maryland Wage Payment and Collection Law. Maryland Employment & Labor Code Ann., Sec. 3-505.

26. The Court is permitted to award Mr. Thurman (and others similarly situated) treble damages and reasonable counsel fees for any violation of the Maryland Wage Payment Collection

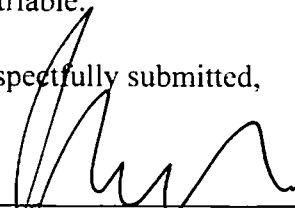
Law. Maryland Employment & Labor Code Ann., Sec. 3-507.1.

WHEREFORE. Defendants are liable, jointly and severally, to Plaintiff (and all others similarly situated who have joined in this suit) under Count III for all unpaid overtime wages in such amounts to be proved at trial, treble damages, interest (both pre- and post-judgment), attorney's fees, the costs of this action, and any other and further relief this Court deems appropriate.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,



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