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

LUIS CEBALLOS, MARVIN BLANDON, LUIS RODRIGUEZ, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

WMS SOLUTIONS, LLC; LEWIS EDWARDS WOODINGS, PAULO FERNANDES,

Defendants.
_____/

Case No. _____

COMPLAINT

Jury Trial Demanded

INTRODUCTION

1. This is an action by current and former workers employed by Defendants, seeking to recover (a) unpaid wages, and (b) the costs of training programs, physicals and personal protection equipment that Defendants are required by law to provide to their employees at no cost.

2. Plaintiffs bring this action on behalf of themselves and similarly-situated employees of Defendants who were victims of Defendants' intentional schemes to deny them wages by:

(a) failing to pay for time spent in training and annual refresher courses, including minimum wages and overtime wages, that was compensable under federal and Maryland wage and hour laws; and

(b) requiring them to pay for training and annual refresher courses, physicals and personal protection equipment ("job-related expenses") that Defendants

were required to provide to them at no cost.

Plaintiffs seek recovery of all unpaid wages due and job-related expenses paid, as well as additional statutory penalties, declaratory relief and their reasonable attorneys' fees and costs.

3. Plaintiffs bring this action as a collective action on behalf of themselves and all other similarly-situated employees pursuant to Section 216(b) of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("the FLSA"). Consents to Join Action executed by Plaintiffs are filed contemporaneously herewith.

4. Plaintiffs bring their declaratory relief and Maryland wage and hour claims as a class action on behalf of classes of similarly-situated employees pursuant to Rule 23 of the Federal Rules of Civil Procedure.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 2201 and 29 U.S.C. § 216. The Court has jurisdiction over Plaintiffs' Maryland wage and unjust enrichment claims pursuant to 28 U.S.C. § 1367.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because Defendants do business within this judicial district and the events giving rise to these claims occurred in this judicial district.

THE PARTIES

7. Plaintiff Luis Ceballos is a natural person and resident of Falls Church, Virginia. Since approximately May 2011, Mr. Ceballos has been employed by Defendants as a certified asbestos abatement worker in Maryland.

8. Plaintiff Marvin Blandon is a natural person and resident of Hyattsville, Maryland. Since approximately 2004, Mr. Blandon has been employed by Defendants as a certified asbestos abatement worker in Maryland.

9. Plaintiff Luis Rodriguez is a natural person and a resident of Hyattsville, Maryland. Plaintiff Rodriguez was employed by Defendants in Maryland as a certified asbestos abatement worker from approximately March 2011 until April, 2012.

10. Defendants WMS Solutions, LLC ("WMS") is a Maryland limited liability corporation headquartered in Bethesda, Maryland. WMS is a staffing agency that supplies employees to contractors and subcontractors engaged in asbestos, mold and lead abatement/removal work. Defendant WMS is, and at all times material to this action was, an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

11. Defendant Lewis Edwards Woodings is an owner and the principal executive officer of WMS, with operational control of WMS's business enterprise**.**

12. Defendant Paulo Fernandes is the Chief Operating Officer of WMS, with control over significant functions of WMS's business, including but not limited to entering into settlement agreements on behalf of WMS with the National Labor Relations Board, providing WMS's response to inquiries from the federal Occupational Health and Safety Administration, and hiring and firing employees.

13. Defendants are, and at all times material to this action were engaged in commerce or the production of goods for commerce within the meaning of Section 3(s) of the FLSA, 29 U.S.C. § 203(s).

14. Defendants are, and at all times material to this action were, employers within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d); the Maryland Wage and Hour Law, Md. Code Ann., Lab. & Empl., §§ 3-101(c), 3-401(b); and the Maryland Wage Payment and Collection Law, Md. Code Ann., Lab. & Empl., §§ 3-101(c), and 3-501(b).

15. At all times material to this action, Plaintiffs were employed by Defendants to provide asbestos lead, and/or mold abatement/removal services to Defendants' clients and were employees of Defendants within the meaning of Section 3(e) of the FLSA, 29 U.S.C. § 203(e); the Maryland Wage and Hour Law, Md. Code Ann., Lab. & Empl., §§ 3-101(c) and 3-401(b); and the Maryland Wage Payment and Collection Law, Md. Code Ann., Lab. & Empl., §§ 3-101(c) and 3-501(b).

FACTS COMMON TO ALL CAUSES OF ACTION

Defendants' Business Enterprise and the Work Plaintiffs Perform

16. Defendants' business enterprise involves supplying trained, certified workers to contractors and subcontractors in the commercial construction industry, to perform asbestos, lead and mold abatement/removal work.

17. Defendants' employees remove lead, asbestos and mold from office buildings, schools, historic buildings, apartment buildings and other commercial buildings that are being renovated or torn down. Given the hazardous nature of the toxic substances involved, many state and federal regulations carefully govern the handling of such substances on construction work sites. Even with these regulations, the work is hard and dangerous, requiring Plaintiffs and the employees they seek to represent to be on

their feet for long periods of time, and to wear special, uncomfortable protective suits, gloves and respirators to reduce their exposure to the toxic asbestos, lead and mold.

18. Defendants' clients are construction subcontractors that seek workers to perform asbestos, lead and/or mold abatement work on governmental and non-governmental construction contracts that they have been awarded. Defendants assign their employees to clients with construction projects throughout Maryland, Virginia, Pennsylvania and the District of Columbia.

Defendants Require Plaintiffs To Take Training Courses That Are Integral And Indispensable To Their Principal Job Activities Without Paying Them

19. The states in which Defendants' clients have their construction projects require workers engaged in lead, mold and asbestos abatement work to be certified. For example, Maryland law prohibits persons from engaging in asbestos work without accreditation from the Department of the Environment, and to verify that they are accredited, asbestos workers in Maryland must carry a photo identification card issued by a state-certified training program while performing asbestos work in Maryland. *See* Code of Maryland Regulations, § 26.11.23.03 (2012). Maryland has similar requirements for workers engaged in lead and mold abatement work.

20. Therefore, in order to create and maintain a pool of certified employees available to supply to their clients, and thus maintain and further their business enterprise, Defendants require their employees to attend the required safety and training courses, as well as yearly refresher courses, and facilitate them in doing so. These safety and training courses and refresher courses are integral and indispensable to Plaintiffs' principal job

activities as asbestos, mold and lead abatement workers, and Defendants' entire business enterprise would fail if it were unable to supply workers with the required certifications to their clients.

21. Defendants and their agents direct the employees to a few companies selected by Defendants for the training courses, or to courses offered by Defendants themselves in their own offices, often "fronting" the fee for the course and then deducting it from the employee's paychecks.

22. The training courses Defendants require their employees to attend take place both during regular business hours, and on weekends. For example, the initial training course for asbestos abatement typically involves 32 hours of instruction over a period of four consecutive days, with a written examination at the end to obtain the license or certificate necessary to perform asbestos work. The yearly asbestos abatement refresher training course, required for employees to maintain their certifications, involves 8 hours of instruction on a weekend day, with a written test at the end to renew the certificate or license necessary to perform asbestos work. The initial lead and mold training courses each involve 16 hours of training over two consecutive days.

23. Defendants monitor when their employees' certifications are about to expire and notify them of that through notes on their paychecks. Defendants' agents tell employees when and where the next training courses will take place.

24. Defendants have also required employees to take other training courses necessary to assign them to abatement jobs for Defendants' clients. For example, Defendants have required employees to attend a training course on working in confined

spaces, held at Defendants' offices in Bethesda, Maryland, in order to assign them to abatement jobs that involved working in tunnels.

25. At all times material to this action, Defendants have had, and continue to have, a policy of not compensating employees for the time spent in any of these training and annual refresher courses.

26. Pursuant to this policy, when hiring Plaintiff Ceballos in approximately May 2011, Defendants instructed him to attend an asbestos training course at Defendants' office in Baltimore, and informed him that he would be assigned to work on a project at a Maryland school after the training. From approximately June 7-10, 2011, Plaintiff Ceballos attended the 32-hour training course in Defendants' office in Baltimore, which was taught by an agent for Defendants. Plaintiff Ceballos was not paid for the time spent in the training course.

27. Similarly, in May 2012, at Defendants' instruction, Plaintiff Ceballos attended an 8-hour asbestos refresher course, also held at Defendants' office and taught by Defendants' agent. Plaintiff Ceballos was not paid for the time spent in the training course. He also worked more than 40 hours in that workweek, including the time spent in the training course, but was not compensated at time-and-a-half his regular hourly rate for those hours.

28. In August 2012, Defendants once again instructed Plaintiff Ceballos to attend a required training; this time, they informed him that he needed to attend a two-day, 16-hour training course on mold abatement. Plaintiff Ceballos was not paid for the time spent in the course. He also worked more than 40 hours in that workweek, including

the time spent in the training course, but was not compensated at time-and-a-half his regular hourly rate for those hours.

29. Plaintiff Blandon was also required to attend training courses that he needed in order to perform his basic job functions. At Defendants' instruction Plaintiff Blandon has taken annual, 8-hour asbestos refresher courses while employed by Defendants each year since 2005, but has not been paid for the time spent in these refresher courses. He also worked more than 40 hours in the workweeks in which he took the refresher courses, including the time spent in the courses, but was not compensated at time-and-a-half his regular hourly rate for those hours.

30. Similarly, in July 2011, Defendants instructed Plaintiff Rodriguez to attend an asbestos initial training course at Defendants' office in Baltimore. Plaintiff Rodriguez attended the four-day, 32-hour training course at Defendants' office, and taught by Defendants' agent, in July 2011. Plaintiff Rodriguez was not paid for the time spent in the training course.

Defendants Require Plaintiffs To Pay For Training Courses And Other Job-Related Expenses That Defendants Are Required To Provide At No Cost to Plaintiffs

31. Federal regulations of the Occupational Health and Safety Administration ("OSHA") require that employers such as Defendants provide asbestos trainings at no cost to the employees. *See* 29 CFR §§ 1910.1200. Federal OSHA regulations also require employers such as Defendants to provide personal protective equipment and physicals required for asbestos, mold and lead abatement work at no cost to the employees. *See, e.g.*, 29 CFR §§ 1926.1101(m)(1)(ii)(A), 1926.95(d) (2012). The costs of the training courses,

physicals and personal protective equipment constitute job-related expenses (hereinafter referred to as such) that Defendants are obligated by law to pay.

32. In disregard of this law, Defendants have had and continue to have a company-wide policy of requiring employees to pay for the job-related expenses. If employees do not pay the job-related expenses out of pocket, Defendants deduct them from the employees' wages without written authorization.

33. Defendants have required employees to pay for nearly every type of expense or equipment required to perform work for Defendants' clients, and often in amounts above the actual costs involved, including but not limited to:

- The fee for the initial asbestos training course, in amounts up to $400, even when the cost of the course is only $375, as well as the fees for other asbestos, lead and mold abatement training and refresher courses, sometimes identified on paychecks as a deduction for an "advance";
- The fee for licenses and certificates Defendants require employees to have, in amounts ranging up to $225, even where the fee for a two-year license in the District of Columbia is only $60;
- The cost of medical examinations Defendants require in amounts ranging from $75 to $110, often identified on paychecks as "physicals"; and
- The costs of personal protective equipment, including but not limited to respirators and gloves, in amounts ranging from $25 to $50 and often identified on paychecks as "equipment."

34. When employees have asked Defendants' agents why they were required to

pay for the job-related expenses, Defendants' agents have told them the employees were responsible to pay for everything necessary to perform the work assigned by Defendants.

35. Pursuant to these policies, in 2011, Defendants deducted $75 from Plaintiff Ceballos' wages for a physical, $175 for the DC asbestos license fee, and $25 for a mask, all without Plaintiff Ceballos' written authorization. Defendants may have made other unauthorized deductions from Plaintiff Ceballos' wages over the course of his employment.

36. Similarly, on July 15, 2011 and again on July 22, 2011, Defendants deducted $55 from Plaintiff Blandon's wages, for a total of $110, for the DC asbestos license fee, without Plaintiff Blandon's written authorization. Defendants may have made other unauthorized deductions from Plaintiff Blandon's wages over the course of his employment. Plaintiff Blandon has also paid out of pocket for the annual asbestos refresher course fees in the approximate amounts of $90 in 2010, $90 in 2011, and $120 in 2012, as well as approximately $32 for a respirator he is required to wear when performing asbestos abatement work; Defendants have not reimbursed Plaintiff Blandon for these job-related expenses.

37. In 2011 Defendants also deducted $400 from Plaintiff Rodriguez's wages for the initial asbestos training course fee, $75 for a physical, and $175 for the DC asbestos license fee, all without Plaintiff Rodriguez's written authorization. Defendants deducted $75 from Plaintiff Rodriguez's wages in April 2012 for a physical, without his written authorization. Defendants may have made other unauthorized deductions from Plaintiff Rodriguez's wages over the course of his employment. Plaintiff Rodriguez was

required to pay, and did pay out-of-pocket for his own personal protection equipment, including gloves, glasses, and a respirator.

38. Plaintiffs believe and on that basis allege that Defendant WMS has been cited by the federal Occupational Safety and Health Administration ("OSHA") for failing to provide and pay for personal protective equipment, medical examinations and asbestos abatement training. Plaintiffs believe and on that basis allege that during the course of OSHA's investigation, Defendant WMS reimbursed some employees for some of these job-related expenses. However, Plaintiffs have not been reimbursed fully for their job-related expenses alleged herein. Further, upon information and belief, Plaintiffs allege that the majority of Defendants' employees have not been reimbursed for any job-related expenses.

39. Documentation and records regarding the hours worked by employees, and records of time spent in the training courses, as well as deductions made and job-related expenses paid by Plaintiffs, are in the possession, custody, or control of Defendants.

40. At all times material to this action, Defendants have maintained a centralized payroll system for their employees at their business location in Maryland, and have employed the same payroll policies regarding failure to pay for time spent in training courses and requiring payment of job-related expenses for all of their employees who perform asbestos, lead and mold abatement work for Defendants' clients.

COUNT I
NON-PAYMENT OF WAGES—FAIR LABOR STANDARDS ACT
[29 U.S.C. §§ 201 *et. seq*.]

41. Plaintiffs incorporate by reference and reallege each and every allegation set forth above in Paragraphs 1 through 40, as though fully set forth herein.

42. Defendants have required and continue to require Plaintiffs to take training and annual refresher courses that were and are an integral and indispensable part of Plaintiffs' principal activities for Defendants and/or that primarily benefit Defendants, but Defendants failed or refused to pay Plaintiffs for the time they spent in the training and annual refresher courses.

43. Defendants, jointly and severally, have violated and continue to violate Sections 206 and 207 of the FLSA by failing or refusing to pay minimum wages and overtime compensation for the time Plaintiffs and other similarly-situated employees spend in training and annual refresher courses that are an integral and indispensable part of Plaintiffs' principal activities for Defendants and/or that primarily benefit Defendants.

44. Defendants' actions were willful, as evidenced by their failure and refusal to pay Plaintiffs and other similarly-situated employees all wages due, including minimum wages and overtime, when Defendants knew, or should have known, that such wages were due because the time spent in training and annual refresher courses constitutes work.

45. At all times material hereto, Defendants failed to maintain proper time and payroll records as required by Section 211(c) of the FLSA.

46. Defendants have failed to properly disclose or apprise Plaintiffs and other similarly-situated employees of their rights under the FLSA.

47. Due to the intentional, willful and unlawful acts of Defendants, Defendants, jointly and severally, are liable for, and Plaintiffs and all similarly-situated employees who join this collective action are entitled to, an additional equal amount of unpaid wages as liquidated damages pursuant to Section 216(b) of the FLSA, 29 U.S.C. § 216(b).

48. Plaintiffs and all similarly-situated employees who join this collective action are entitled to an award of their reasonable attorney's fees and costs under Section 216(b) of the FLSA, 29 U.S.C. § 216(b).

49. Plaintiffs and all similarly-situated employees who join this collective action are entitled to injunctive relief ordering Defendants, jointly and severally, to cease its practices of failing to pay minimum wages and overtime for time spent in training and annual refresher courses, and failing to keep accurate records of employees' working time, pursuant to Section 217 of the FLSA, 29 U.S.C. § 217.

COUNT II
NON-PAYMENT OF WAGES—MARYLAND WAGE AND HOUR LAW
[Md. Code Ann., Lab & Empl., §§ 3-401, et seq.]

50. Plaintiffs incorporate by reference and re-allege each and every allegation set forth above in Paragraphs 1 through 40, as though fully set forth herein.

51. Defendants have had and continue to have a company-wide policy and practice of not paying for compensable time spent in training and annual refresher courses required by Defendants, including not paying minimum wages for such time and not paying overtime wages for such time when it causes employees to work more than 40 hours in a workweek.

52. Pursuant to this policy and practice, Defendants have failed and refused, and continue to fail and refuse, to pay Plaintiffs for time spent in the mandatory training and annual refresher courses, in violation of the Maryland Wage and Hour Law, Md. Code §§ 3-413(b), 3-415(a) and 3-420.

53. Defendants, jointly and severally, are liable to Plaintiffs pursuant to § 3-427(a) of the Maryland Wage and Hour Law for their unpaid minimum and overtime wages, plus reasonable counsel fees and costs pursuant to § 3-427(d), and any other relief deemed appropriate by the Court.

COUNT III
NON-PAYMENT OF WAGES—MARYLAND WAGE PAYMENT AND COLLECTION ACT
[Md. Code Ann., Lab & Empl., §§ 3-501, et seq.]

54. Plaintiffs incorporate by reference and re-allege each and every allegation set forth above in Paragraphs 1 through 40, as though fully set forth herein.

55. Under the Maryland Wage Payment and Collection Act, Defendants were and are required to pay employees, on their regular paydays, their regular and overtime wages for all time worked, and for former employees, to pay all wages due for all hours worked prior to termination of employment on or before the next regular payday after termination.

56. Defendants have had and continue to have a policy and practice of not paying for compensable time spent in training and annual refresher courses required by Defendants, including not paying minimum wages for such time and not paying overtime wages for such time when it causes employees to work more than 40 hours in a workweek.

57. Pursuant to this policy and practice, Defendants have failed and refused, and continue to fail and refuse, to pay Plaintiffs for time spent in the mandatory training and annual refresher courses, in violation of the Maryland Wage and Hour Law, Md. Code §§ 3-413(b), 3-415(a) and 3-420.

58. Defendants' actions were willful and not in good faith, as evidenced by their failure and refusal to pay Plaintiffs wages when Defendants knew, or should have known, that such wages were due.

59. Plaintiffs are entitled to all wages owed to them, pursuant to Md. Code Ann., Lab. & Empl., §§ 3-502 and 3-507.2(a); an additional three times the wages owed, pursuant to Md. Code Ann., Lab. & Empl., §3-507.2(b); and Plaintiffs' reasonable attorneys' fees, costs and expenses, pursuant to Md. Code Ann., Lab. & Empl., § 3-3-507.2 (b).

COUNT IV
NON-PAYMENT OF WAGES: UNAUTHORIZED DEDUCTIONS—
MARYLAND WAGE PAYMENT AND COLLECTION LAW
[Md. Code Ann., Lab. & Empl., §§ 3-501, *et. seq*.]

60. Plaintiffs incorporate by reference and re-allege each and every allegation set forth above in Paragraphs 1 through 40, as though fully set forth herein.

61. Under the Maryland Wage Payment and Collection Act, Defendants were and are required to pay Plaintiffs on their regular paydays their full measure of regular and overtime wages for all time worked.

62. Defendants have had and continue to have a company-wide policy and practice of requiring employees to pay for job-related expenses, including expenses that Defendants are required by law to pay and, if employees do not pay them out of pocket, of deducting them from their wages without written authorization.

63. Pursuant to this company-wide policy and practice, Defendants made unauthorized deductions from Plaintiffs' wages for job-related expenses, including expenses

that Defendants are required by law to pay.

64. Defendants' taking of unauthorized deductions constitutes a wrongful withholding of wages due in violation of the Maryland Wage Payment and Collection Law, Md. Code Ann., Lab. & Empl., § 3-502.

65. Defendants' actions were willful and not in good faith, as evidenced by their failure and refusal to pay Plaintiffs wages when Defendants knew, or should have known, that such wages were due.

66. Plaintiffs are entitled to all wages owed to them, pursuant to Md. Code Ann., Lab. & Empl., §§ 3-502 and 3-507.2(a); an additional three times the wages owed, pursuant to Md. Code Ann., Lab. & Empl., §3-507.2(b); and Plaintiffs' reasonable attorneys' fees, costs and expenses, pursuant to Md. Code Ann., Lab. & Empl., § 3-3-507.2 (b).

COUNT V
UNJUST ENRICHMENT
(Brought by Plaintiffs Blandon and Rodriguez)

67. Plaintiffs Blandon and Rodriguez incorporate by reference and re-allege each and every allegation set forth above in Paragraphs 1 through 40 and 60-66, as though fully set forth herein.

68. Defendants have had and continue to have a company-wide policy and practice of requiring employees to pay for job-related expenses that Defendants are required by law to pay and, if such expenses are not deducted from employees' wages, of requiring employees to pay such expenses out of pocket.

69. Pursuant to this policy and practice, Defendants required Plaintiffs to pay out of their own pockets for job-related expenses that Defendants are required by law to pay.

70. As result of their conduct in requiring Plaintiffs to pay for the job-related expenses, Defendants have unjustly received and retained a benefit to the detriment of Plaintiffs. Defendants know that they are required by law to pay the job-related expenses, yet have required and continue to require Plaintiffs to bear the financial burden of Defendants' business enterprise by paying the job-related expenses.

71. Plaintiffs are therefore entitled to the return from Defendants of the job-related expenses they have paid out of pocket, plus any interest and other amounts provided by law or equity on said amounts from the date the job-related expenses were paid by Plaintiffs. The specific sums of money unlawfully retained by Defendants is identifiable from information and records in their possession, custody or control.

CLASS ACTION ALLEGATIONS

72. Plaintiffs bring Counts II-V pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and a class of all current and former non-exempt employees of Defendants since October 2009, who fall within one or more of the following subclasses: (a) employees who were not paid for compensable time spent in training and annual refresher classes, including not being paid minimum wages for such time or not being paid overtime rates when such time caused them to work more than 40 hours in a workweek; (b) employees who had job-related expenses deducted from their wages without written authorization; and (c) employees who paid job-related expenses out of pocket.

73. Plaintiffs allege on information and belief that the Class consists of approximately 200-500 current and former employees of Defendants and as such, all members cannot practically be joined as named parties herein.

74. This action involves substantial questions of fact and/or law common to the claims of the Class and the subclasses, including, but not limited to, whether Defendants have and have had a practice or policy of failing to pay for compensable time spent in training and annual refresher courses; whether Defendants have and have had a practice or policy of requiring employees to pay for job-related expenses that Defendants are required by law to pay; and whether Defendants have and have had a policy of taking unauthorized deductions that results in an unlawful withholding of employees' wages.

75. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs have each not been paid for compensable time spent in training and annual refresher classes, and have paid for job-related expenses that Defendants were required by law to pay, on the same grounds applicable to all members of the Class.

76. Plaintiffs' claims are based on the same facts as those of the other members of the Class.

77. Plaintiffs will fairly and adequately protect the interests of the Class.

78. Plaintiffs have no interests that are antagonistic to the interests of the Class as a whole. They are committed to the vigorous prosecution of this action and have retained competent counsel experienced in wage and hour and class action litigation.

79. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual

members of the Class that would establish incompatible standards of conduct for Defendants, pursuant to Fed. R. Civ. P. 23(b)(1)(A).

80. The prosecution of separate actions by individual members of the Class would create a risk of adjudications with respect to individual members of the Class that would as a practical matter be dispositive of the interest of the other members not parties to the adjudications and/or substantially impair or impede their ability to protect their interests, pursuant to Fed. R. Civ. P. 23(b)(1)(B) .

81. The party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole, pursuant to Fed. R. Civ. P. 23(b)(2). More specifically, an actual and justiciable controversy has arisen and now exists between Plaintiffs and Defendants concerning their respective rights and duties in that Plaintiffs contend Defendants are required to pay them for time spent in training and annual refresher courses, and to pay for the job-related expenses, whereas Defendants contend that they do not have to pay Plaintiffs for the time spent in the training and annual refresher courses and may require Plaintiffs to pay, whether out of pocket or through deductions of wages, the job-related expenses, and therefore judicial declaration is necessary and appropriate at this time under the circumstances in order that Plaintiffs may ascertain their rights and duties; without such declaration, Plaintiffs have suffered and will continue to suffer financial harm by not being paid for all compensable time, and by paying the job-related expenses.

82. Alternatively, or in addition, questions of law or fact common to class members predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy, pursuant to Fed R. Civ. P. Rule 23(b)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all similarly situated persons, pray for the following relief:

1. Enter judgment against Defendants, jointly and severally, for all unpaid overtime and minimum wage compensation found due to the named Plaintiffs and all similarly-situated employees as a result of Defendants' violation of 29 U.S.C. §§ 206(a) and 207(a), plus an additional equal amount as liquidated damages, pursuant to 29 U.S.C. § 216(b);

2. Enter judgment against Defendants, jointly and severally, for all unpaid wages, including overtime wages, minimum wages, and unpaid wages resulting from unauthorized deductions, found due to Plaintiffs and all employees in the respective subclasses, plus an additional three times the wages owed, pursuant to Md. Code Ann., Lab. & Empl., §§ 3-413, 3-415, 3-502, 3-503, 3-505 and 3-507.2;

3. Award restitution against Defendants, jointly and severally, to Plaintiffs Blandon and Rodriguez and all employees in the respective subclass who paid the job-related expenses out of pocket, plus interest and other amounts provided by law or equity on said amounts from the date the training course fees were paid by Plaintiffs;

4. Declare that Defendants, jointly and severally, must pay for time spent in training and annual refresher courses and may not require Plaintiffs or any of its employees to pay the costs of mandatory asbestos, lead and mold abatement training and refresher courses, physicals, and personal protection equipment, whether out-of-pocket or through wage deductions;

5. Certify this action as a Collective Action and facilitate notice to all similarly situated persons of the pendency of this action, pursuant to 29 U.S.C. § 216;

6. Certify this action as a Class Action, and appoint Plaintiffs as the respective representatives of the respective subclasses and the undersigned attorneys as Class Counsel for all the subclasses;

7. Order that Defendants, jointly and severally, cease and desist violating the Fair Labor Standards Act, the Maryland Wage Payment and Collection Act, and the Maryland Wage and Hour Law;

8. Order that Defendants keep accurate records of all time worked by their employees;

9. Award Plaintiffs the costs of this action and their reasonable attorneys' fees, pursuant to 29 U.S.C. § 216(b), Md. Code Ann., Lab. & Empl., §§ 3-427(d) and 3-507.2(b); and

10. Award Plaintiffs any other such relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues triable by a jury.

Dated: October 22, 2012

Respectfully submitted,

/s/ Mark Hanna
Mark Hanna (Bar No. 16031)
Joni Jacobs (Bar No. 17899)
Renee Gerni (Bar No. 17949)
MURPHY ANDERSON PLLC
1701 K Street NW, Suite 210
Washington, DC 20006
(202) 223-2620; (202) 223-8651 (Fax)
mhanna@murphypllc.com
jjacobs@murphypllc.com
rgerni@murphypllc.com

Sally Dworak-Fisher (Bar No. 27321)
Alexandra Rosenblatt (Bar No. 29842)
PUBLIC JUSTICE CENTER, INC.
1 North Charles Street, Suite 200
Baltimore, MD 21201
(410) 625-9409; (410) 625-9423 (Fax)
dworak-fishers@publicjustice.org
rosenblatta@publicjustice.org