

**DONNA ROWAN
1941 CHIPPER DRIVE
APT. 304
EDGEWOOD, MARYLAND 21040;**

And

**LORRAINE TYERYAR
10 OAKSYLVAN WAY
NOTTINGHAM, MARYLAND 21236;**

**for themselves and all
others similarly situated,**

Plaintiffs,

v.

**MEDSTAR HEALTH, INC.
5565 STERRETT PLACE
COLUMBIA, MARYLAND 21044;**

**MEDSTAR WASHINGTON HOSPITAL
CENTER
110 IRVING STREET, NW
WASHINGTON, DC 20010;**

**MEDSTAR FRANKLIN SQUARE MEDICAL
CENTER
9000 FRANKLIN SQUARE DRIVE
BALTIMORE, MARYLAND 21237;**

**MEDSTAR GEORGETOWN UNIVERSITY
HOSPITAL
3800 RESERVOIR ROAD, N.W.
WASHINGTON, DC 20007;**

**MEDSTAR HARBOR HOSPITAL
3001 S. HANOVER STREET
BALTIMORE, MARYLAND 21225;**

**MEDSTAR ST. MARY'S HOSPITAL
37767 MARKET DRIVE
CHARLOTTE HALL, MARYLAND 20622;**

And

**MEDSTAR UNION MEMORIAL HOSPITAL
201 E. UNIVERSITY PARKWAY**

JURISDICTION AND VENUE

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

3. This Court has jurisdiction over Plaintiffs’ claims pursuant to 28 U.S.C. §1331 because Plaintiffs’ claims arise under the FLSA and also pursuant to 28 U.S.C. §1332(a)(1), because the matter in controversy in this action exceeds \$75,000, exclusive of interest and costs and because the parties are residents of different states.

4. This Court has supplemental jurisdiction over Plaintiffs’ DCMWA, MWHL and MWPCCL claims pursuant to 28 U.S.C. § 1367(a) because those claims arise from a common set of operative facts and are so related to the claims in the action within the original jurisdiction of the Court that they form a part of the same case or controversy.

5. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) because Defendant Washington Hospital Center resides in this District, Defendant MedStar Health, Inc. conducts substantial business within this District, and because a significant portion of the actions and omissions giving rise to the claims pled in this Complaint occurred in this District. Venue is also proper in this District pursuant to 28 U.S.C. § 1391(a) as a substantial part of the events giving rise to the claims occurred in this District. Further, venue is proper because this action has been tagged as a related action with *Dinkel v. Medstar Health, Inc.*, No. 11-00998 (D.D.C.), which covers similar claims, involves substantially the same plaintiffs and the same defendants and has long been pending in this jurisdiction.

PARTIES

6. Plaintiff Lisa Braswell is an adult citizen of the State of Maryland. During the relevant period, Ms. Braswell worked as a Medical Office Assistant 3 in the Cardiac Arrhythmia Center at Washington Hospital Center, was an “employee” of Washington Hospital Center and Medstar as defined by the FLSA and DCMWA and was not exempt from protection under the FLSA or DCMWA for any reason. During the relevant period, Ms. Braswell routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. Braswell has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

7. Plaintiff Margaret Brown is an adult citizen of the State of Maryland. During the relevant period, Ms. Brown worked as a Multifunctional Technician at Franklin Square Hospital, was an “employee” of Franklin Square Hospital and Medstar as defined by the FLSA, MWHL and MWPCCL and was not exempt from protection under the FLSA, MWHL or MWPCCL for any reason. During the relevant period, Ms. Brown routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. Brown has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

8. Plaintiff Thomas Curtis is an adult citizen of the State of Maryland. During the relevant period, Mr. Curtis worked in the Housekeeping Department at St. Mary’s Hospital, was an “employee” of St. Mary’s Hospital and Medstar as defined by the FLSA, MWHL or MWPCCL and was not exempt from protection under the FLSA, MWHL or MWPCCL for any reason. During the relevant period, Mr. Curtis routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Mr.

Curtis has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing his experiences.

9. Plaintiff Dorothy Eggleston is an adult citizen of the State of Maryland. During the relevant period, Ms. Eggleston worked as a Patient Care Technician in Orthopedics at Harbor Hospital, was an “employee” of Harbor Hospital and Medstar as defined by the FLSA, MWHL and MWPCCL and was not exempt from protection under the FLSA, MWHL or MWPCCL for any reason. During the relevant period, Ms. Eggleston routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. Eggleston has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

10. Plaintiff Danielle Freeman is an adult citizen of the State of Maryland. During the relevant period, Ms. Freeman worked as a Patient Care Technician at Washington Hospital Center, was an “employee” of Washington Hospital Center and Medstar as defined by the FLSA and DCMWA, and was not exempt from protection under the FLSA or DCMWA for any reason. During the relevant period, Ms. Freeman routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. Freeman has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

11. Plaintiff Dianne Fullerton is an adult citizen of the State of Maryland. During the relevant period, Ms. Fullerton worked as a Level 4 Nurse in the Labor and Delivery department at Washington Hospital Center, was an “employee” of Washington Hospital Center and Medstar as defined by the FLSA and DCMWA, and was not exempt from protection under the FLSA or DCMWA for any reason. During the relevant period, Ms. Fullerton routinely worked more than

40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. Fullerton has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

12. Plaintiff Melissa Gayle is an adult citizen of the State of Florida. During the relevant period, Ms. Gayle worked as a Registered Nurse at Union Memorial Hospital, was an “employee” of Union Memorial Hospital and Medstar as defined by the FLSA, MWHL or MWPCCL and was not exempt from protection under the FLSA, MWHL or MWPCCL for any reason. During the relevant period, Ms. Gayle routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. Gayle has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

13. Plaintiff Cherry Graziosi is an adult citizen of the State of Maryland. During the relevant period, Ms. Graziosi worked as a service associate in the Trauma Department at Washington Hospital Center, was an “employee” of Washington Hospital Center and Medstar as defined by the FLSA and DCMWA, and was not exempt from protection under the FLSA or DCMWA for any reason. During the relevant period, Ms. Graziosi routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. Graziosi has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

14. Plaintiff Shirley James is an adult citizen of the District of Columbia. During the relevant period, Ms. James worked in the Laboratory Medicine Department at Georgetown University Hospital, was an “employee” of Georgetown University Hospital and Medstar as defined by the FLSA and DCMWA, and was not exempt from protection under the FLSA or

DCMWA for any reason. During the relevant period, Ms. James routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. James has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

15. Plaintiff Keith Lai is an adult citizen of the State of Maryland. During the relevant period, Mr. Lai worked in the Pathology Lab at Washington Hospital Center, was an “employee” of Washington Hospital Center and Medstar as defined by the FLSA and DCMWA, and was not exempt from protection under the FLSA or DCMWA for any reason. During the relevant period, Mr. Lai routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Mr. Lai has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing his experiences.

16. Plaintiff Raina McCray is an adult citizen of the State of Maryland. During the relevant period, Ms. McCray worked in the float pool for Unit 1C, Unit 1E, Unit 2C, Unit 2D, Unit 2EI, Unit 2E, Unit 2F, Unit 2G, Unit 2H, Unit 4F, Unit 2NE, Unit 2NW, Unit 3C, Unit 3D, Unit 3E, Unit 3G, Unit 3F, Unit 3H, Unit 3NE, Unit 3NW, Unit 4C, Unit 4D, Unit 4E, Unit 4F, Unit 4G, Unit 4H, Unit 4NE, Unit 4 NW, Unit 5AN the ICU Unit, the PACU Unit, the Emergency Room and the Main Welcome Desk as a Unit Clerk at Washington Hospital Center, was an “employee” of Washington Hospital Center and Medstar as defined by the FLSA and DCMWA, and was not exempt from protection under the FLSA or DCMWA for any reason. During the relevant period, Ms. McCray routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. McCray has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

17. Plaintiff Donna Rowan is an adult citizen of the State of Maryland. During the relevant period, Ms. Rowan worked in the Family Health Center at Franklin Square Hospital, was an “employee” of Franklin Square Hospital and Medstar as defined by the FLSA, MWHL and MWPCCL, and was not exempt from protection under the FLSA, MWHL or MWPCCL for any reason. During the relevant period, Ms. Rowan routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. Rowan has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

18. Plaintiff Lorraine Tyeryar is an adult citizen of the State of Maryland. During the relevant period, Ms. Tyeryar worked as a Registered Nurse in the Float Pool in the Medical Surgical Services Units, Telemetry Units, ICU, Labor and Delivery Unit, Pediatric Unit, Neonatal Care Unit, Emergency Room and Dialysis Unit at Harbor Hospital, was an “employee” of Harbor Hospital and Medstar as defined by the FLSA, MWHL and MWPCCL and was not exempt from protection under the FLSA, MWHL or MWPCCL for any reason. During the relevant period, Ms. Tyeryar routinely worked more than 40 hours per week, and routinely performed more than *de minimis* meal break work without compensation. Ms. Tyeryar has signed and submits herewith an opt-in consent form to join this lawsuit, as well as a signed declaration detailing her experiences.

19. Defendant MedStar Health, Inc. (“MedStar”) is a company with a principal place of business in Columbia, MD. Defendant MedStar, among its various business operations, owns, controls and/or manages at least ten different health care facilities located in Maryland and the District of Columbia. Throughout the relevant period, MedStar was an “employer” of Plaintiffs

and the Class members as defined by the FLSA, DCMWA, MWHL and MWPCL, and was actively engaged in the activities described herein.

20. Defendant MedStar Washington Hospital Center (“WHC”) is a not-for-profit 926-bed hospital facility located in Washington, D.C. Defendant WHC is owned and operated by Defendant MedStar and is a member of the MedStar Health system. Throughout the relevant period, Defendant WHC was an “employer” of Plaintiffs and the Class members as defined by the FLSA and DCMWA and was actively engaged in the activities described herein.

21. Defendant MedStar Franklin Square Medical Center (“FSMC”) is a not-for-profit 347-bed hospital facility located in Baltimore, Maryland. Defendant FSMC is owned and operated by Defendant MedStar and is a member of the MedStar Health system. Throughout the relevant period, Defendant FSMC was an “employer” of Plaintiffs and the Class members as defined by the FLSA, MWHL and MWPCL and was actively engaged in the activities described herein.

22. Defendant MedStar Harbor Hospital (“HH”) is a not-for-profit 179-bed hospital facility located in Baltimore, Maryland. Defendant HH is owned and operated by Defendant MedStar and is a member of the MedStar Health system. Throughout the relevant period, Defendant HH was an “employer” of Plaintiffs and the Class members as defined by the FLSA and MWHL and MWPCL and was actively engaged in the activities described herein.

23. Defendant MedStar Georgetown University Hospital (“GUH”) is a not-for-profit 609-bed hospital facility located in Washington, D.C. Defendant GUH is owned and operated by Defendant MedStar and is a member of the MedStar Health system. Throughout the relevant period, Defendant GUH was an “employer” of Plaintiffs and the Class members as defined by the FLSA and DCMWA and was actively engaged in the activities described herein.

24. Defendant MedStar St. Mary's Hospital ("SMH") is a not-for-profit 95-bed hospital facility located in Charlotte Hall, Maryland. Defendant SMH is owned and operated by Defendant MedStar and is a member of the MedStar Health system. Throughout the relevant period, Defendant SMH was an "employer" of Plaintiffs and the Class members as defined by the FLSA, MWHL and MWPCCL and was actively engaged in the activities described herein.

25. Defendant MedStar Union Memorial Hospital ("UMH") is a not-for-profit 249-bed hospital facility located in Baltimore, Maryland. Defendant UMH is owned and operated by Defendant MedStar and is a member of the MedStar Health system. Throughout the relevant period, Defendant UMH was an "employer" of Plaintiffs and the Class members as defined by the FLSA, MWHL and MWPCCL and was actively engaged in the activities described herein.

26. Throughout the relevant period, MedStar, WHC, FSMC, GUH, HH, SMH and UMH and all of the other health care facilities under MedStar's ownership and control, have been an integrated enterprise with inter-related operations and centralized control of labor relations and personnel management. Throughout the relevant period, MedStar acted in a joint venture or as joint employers with each of the other health care facilities under MedStar's ownership and control, and formulated, approved, and controlled the improper practices described in this Complaint and, thus, are jointly responsible for the improper practices described herein. Throughout the relevant period, MedStar, WHC, FSMC, GUH, HH, SMH and UMH and all of the other health care facilities under MedStar's ownership and control, served as each others' agents and worked in concert to accomplish the actions pled here.

FLSA COLLECTIVE ACTION ALLEGATIONS

27. Plaintiffs bring this collective action to: 1) recover unpaid wages, liquidated damages and other damages related to Defendants' violation of the FLSA for themselves and for

all others similarly situated pursuant to 29 U.S.C. §216(b), and 2) recover unpaid wages, liquidated damages and other damages related to violation of the DCMWA by Medstar, WHC and GUH (collectively, “D.C. Defendants”) for themselves and for all others similarly situated who are employed by the D.C. Defendants in the District of Columbia pursuant to D.C. Code § 32-1012.

28. Plaintiffs pursue the requested relief on behalf of the following Department Collectives, with the class representatives for the respective collective listed:

- a. the “WHC Cardiac Arrhythmia Center Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC Cardiac Arrhythmia Center, with Lisa Braswell as its representative;
- b. the “WHC 1C Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 1C Unit, with Raina McCray as its representative;
- c. the “WHC 1E Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC

- and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 1E Unit, with Raina McCray as its representative;
- d. the “WHC 2C Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 2C Unit, with Raina McCray as its representative;
- e. the “WHC 2D Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 2D Unit, with Raina McCray as its representative;
- f. the “WHC 2E Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 2E Unit, with Raina McCray as its representative;
- g. the “WHC 2EI Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more

- than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 2EI Unit, with Raina McCray as its representative;
- h. the “WHC 2F Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 2F Unit, with Raina McCray as its representative;
 - i. the “WHC 2G Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 2G Unit, with Raina McCray as its representative;
 - j. the “WHC 2H Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 2H Unit, with Raina McCray as its representative;
 - k. the “WHC 2NE Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the

present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 2NE Unit, with Raina McCray as its representative;

- l. the “WHC 2NW Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 2NW Unit, with Raina McCray as its representative;
- m. the “WHC 3C Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 3C Unit, with Raina McCray as its representative;
- n. the “WHC 3D Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 3D Unit, with Raina McCray as its representative;
- o. the “WHC 3E Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or

affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 3E Unit, with Raina McCray as its representative;

- p. the “WHC 3F Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 3F Unit, with Raina McCray as its representative;
- q. the “WHC 3G Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 3G Unit, with Raina McCray as its representative;
- r. the “WHC 3H Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 3H Unit, with Raina McCray as its representative;

- s. the “WHC 3NE Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 3NE Unit, with Raina McCray as its representative;
- t. the “WHC 3NW Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 3NW Unit, with Raina McCray as its representative;
- u. the “WHC 4C Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 4C Unit, with Raina McCray as its representative;
- v. the “WHC 4D Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC

4D Unit, with Danielle Freeman and Raina McCray as its representative;

- w. the “WHC 4F Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 4F Unit, with Danielle Freeman and Raina McCray as its representative;
- x. the “WHC 4G Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 4F Unit, with Raina McCray as its representative;
- y. the “WHC 4H Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 4H Unit, with Raina McCray as its representative;
- z. the “WHC 5AN Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more

than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 5AN Unit, with Raina McCray as its representative;

- aa. the “WHC Labor and Delivery Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC Labor and Delivery Department, with Dianne Fullerton as its representative;
- bb. the “WHC Trauma Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC Trauma Department, with Cherry Graziosi as its representative;
- cc. the “WHC 4E Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 4E Unit, with Raina McCray as its representative;

- dd. the “WHC 4NE Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 4NE Unit, with Raina McCray as its representative;
- ee. the “WHC 4NW Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC 4NW Unit, with Raina McCray as its representative;
- ff. the “WHC ICU Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC ICU, with Raina McCray as its representative;
- gg. the “WHC PACU Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this

- work while employed by WHC and Medstar in the WHC PACU, with Raina McCray as its representative;
- hh. the “WHC Emergency Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC Emergency Room, with Raina McCray as its representative;
 - ii. the “WHC Main Welcome Desk Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC Main Welcome Desk, with Raina McCray as its representative;
 - jj. the “WHC Pathology Collective” is defined to include all persons employed by WHC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of WHC and Medstar, but were not properly compensated for this work while employed by WHC and Medstar in the WHC Pathology Department, with Keith Lai as its representative;
 - kk. the “GUH Laboratory Medicine Collective” is defined to include all persons employed by GUH and Medstar, their subsidiaries or affiliated companies in between April 16,

2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of GUH and Medstar, but were not properly compensated for this work while employed by GUH and Medstar in the GUH Laboratory Medicine Department, with Shirley James as its representative;

- ii. the “FSMC ICU Collective” (FLSA Only) is defined to include all persons employed by FSMC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of FSMC and Medstar, but were not properly compensated for this work while employed by FSMC and Medstar in the FSMC ICU, with Margaret Brown as its representative;
- mm. the “FSMC Emergency Collective” (FLSA Only) is defined to include all persons employed by FSMC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of FSMC and Medstar, but were not properly compensated for this work while employed by FSMC and Medstar in the FSMC Emergency Department, with Margaret Brown as its representative;
- nn. the “FSMC Family Health Center Collective” (FLSA Only) is defined to include all persons employed by FSMC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of FSMC and Medstar, but were not properly compensated for this work while employed by

- FSMC and Medstar in the FSMC Family Health Center, with Donna Rowan as its representative;
- oo. the “SMH Housekeeping Collective” (FLSA Only) is defined to include all persons employed by SMH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of SMH and Medstar, but were not properly compensated for this work while employed by SMH and Medstar in the SMH Department, with Thomas Curtis as its representative;
 - pp. the “UMH Orthopedics Collective” (FLSA Only) is defined to include all persons employed by UMH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of UMH and Medstar, but were not properly compensated for this work while employed by UMH and Medstar in the UMH Orthopedics Department, with Melissa Gayle as its representative;
 - qq. the “HH Orthopedics Collective” (FLSA Only) is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of HH and Medstar, but were not properly compensated for this work while employed by HH and Medstar in the HH Orthopedics Department, with Dorothy Eggleston as its representative;
 - rr. the “HH Medical Surgical Services Collective” (FLSA Only) is defined to include all persons employed by HH

and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of HH and Medstar, but were not properly compensated for this work while employed by HH and Medstar in the HH Medical Surgical Services Units, with Lorraine Tyeryar as its representative;

- ss. the “HH Telemetry Collective” (FLSA Only) is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of HH and Medstar, but were not properly compensated for this work while employed by HH and Medstar in the HH Telemetry Unit, with Lorraine Tyeryar as its representative;
- tt. the “HH ICU Collective” (FLSA Only) is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of HH and Medstar, but were not properly compensated for this work while employed by HH and Medstar in the HH ICU Unit, with Lorraine Tyeryar as its representative;
- uu. the “HH Labor and Delivery Collective” (FLSA Only) is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of HH and Medstar, but were not

properly compensated for this work while employed by HH and Medstar in the HH Labor and Delivery Unit, with Lorraine Tyeryar as its representative;

- v. the “HH Pediatric Collective” (FLSA Only) is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of HH and Medstar, but were not properly compensated for this work while employed by HH and Medstar in the HH Pediatric Unit, with Lorraine Tyeryar as its representative;
- vv. the “HH Neonatal Care Collective” (FLSA Only) is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of HH and Medstar, but were not properly compensated for this work while employed by HH and Medstar in the HH Neonatal Care Unit, with Lorraine Tyeryar as its representative;
- xx. the “HH Emergency Room Collective” (FLSA Only) is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of HH and Medstar, but were not properly compensated for this work while employed by HH and Medstar in the HH Emergency Room, with Lorraine Tyeryar as its representative;

yy. the “HH Dialysis Collective” (FLSA Only) is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for the benefit of HH and Medstar, but were not properly compensated for this work while employed by HH and Medstar in the HH Dialysis Unit, with Lorraine Tyeryar as its representative.

29. The Plaintiff representatives are members of the Department Collectives they seek to represent because they were employed by Defendants during the relevant period in the relevant departments and were routinely suffered or permitted to perform: more than *de minimis* meal break work (*i.e.*, responding to emergency situations, responding to supervisors’ instructions, providing patient care and performing typical work duties) for Defendants’ benefit without being properly compensated for this work; and

30. Although Plaintiffs and the Department Collective members may have had different job titles, job locations and/or supervisors, this action may be properly maintained as a collective action on behalf of the indicated department collectives because, throughout the relevant period:

- a. Plaintiffs and the respective Department Collective members they seek to represent, regardless of their job title, job location or supervisor, had at least one shared employer;
- b. Defendants controlled all aspects of the work performed by Plaintiffs and the respective Department Collective members Plaintiffs seek to represent, set and implemented the policies and procedures applicable to their meal break work, determined their job titles, job descriptions and

responsibilities, issued their work assignments and assigned and supervised their training;

- c. Defendants maintained common scheduling systems and policies with respect to Plaintiffs and the Department Collective members that Plaintiffs seek to represent;
- d. Defendants maintained common timekeeping systems and policies with respect to Plaintiffs and the Department Collective members that Plaintiffs seek to represent;
- e. Defendants maintained a common overtime pay policy with respect to Plaintiffs and the Department Collective members that Plaintiffs seek to represent;
- f. Defendants maintained common payroll systems and policies with respect to Plaintiffs and the Department Collective members that Plaintiffs seek to represent;
- g. Plaintiffs and the Department Collective members that Plaintiffs seek to represent, regardless of their job title, job location or supervisor, were governed by, and subjected to, the same meal-break work policies and practices, and were deprived of wages owed for meal break work;
- h. Defendants' labor relations and human resources systems were centrally-organized and controlled, and shared a common management team that controlled the policies and practices at issue in this case.

31. Plaintiffs estimate that each Department Collective, including both current and ex-employees over the relevant period, will include anywhere from dozens to hundreds of members. The precise number of members of each class should be readily available from Defendants' personnel, scheduling, time and payroll records, and from input received from the Collective members as part of the notice and "opt-in" process provided by 29 U.S.C. §216(b) and

D.C. Code § 32-1012. Given the composition and size of the respective classes, its members may be informed of the pendency of this action directly *via* U.S. mail, e-mail and/or through the posting of written notices at Defendants' work sites.

MARYLAND CLASS ALLEGATIONS

32. The Plaintiffs employed in Maryland Hospitals sue on their own behalf and on behalf of Maryland Department Classes as defined below, pursuant to Fed. R. Civ. P. 23. The Plaintiffs are: Margaret Brown, Donna Rowan, Thomas Curtis, Melissa Gayle, Dorothy Eggleston, and Lorraine Tyeryar (collectively, "Class Representatives"). The Defendants subject to the Maryland Class Allegations are: Medstar, FSMC, HH, SMH, UMH (collectively, "Maryland Defendants").

33. The Maryland Department Classes and the respective class representatives are as follows:

- a. the "FSMC ICU Class" is defined to include all persons employed by FSMC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for FSMC and Medstar, but were not properly compensated for this work while employed by FSMC and Medstar in the FSMC ICU, with Margaret Brown as its representative;
- b. the "FSMC Emergency Room Class" is defined to include all persons employed by FSMC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for FSMC and Medstar's benefit, but were not properly

compensated for this work while employed by FSMC and Medstar in the FSMC Emergency Department, with Margaret Brown as its representative;

- c. the “FSMC Family Health Center Class” is defined to include all persons employed by FSMC and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for FSMC and Medstar’s benefit, but were not properly compensated for this work while employed by FSMC and Medstar in the FSMC Family Health Center, with Donna Rowan as its representative;
- d. the “SMH Housekeeping Class” is defined to include all persons employed by SMH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for SMH and Medstar’s benefit, but were not properly compensated for this work while employed by SMH and Medstar in the SMH Housekeeping Department, with Thomas Curtis as its representative;
- e. the “UMH Orthopedics Class” is defined to include all persons employed by UMH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for UMH and Medstar’s benefit, but were not properly compensated for this work while employed by UMH and Medstar in the UMH Orthopedics Department, with Melissa Gayle as its representative;
- f. the “HH Orthopedics Class” is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011

and the present who were suffered or permitted to perform more than *de minimis* meal-break work for HH and Medstar's benefit, but were not properly compensated for this work while employed by HH and Medstar in the HH Orthopedics Department, with Dorothy Eggleston as its representative;

- g. the "HH Medical Surgical Services Class" is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for HH and Medstar's benefit, but were not properly compensated for this work while employed by HH and Medstar in the HH Medical Surgical Units, with Lorraine Tyeryar as its representative;
- h. the "HH Telemetry Class" is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for HH and Medstar's benefit, but were not properly compensated for this work while employed by HH and Medstar in the HH Telemetry Unit, with Lorraine Tyeryar as its representative;
- i. the "HH ICU Class" is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for HH and Medstar's benefit, but were not properly compensated for this work while employed by HH and Medstar in the HH ICU Unit, with Lorraine Tyeryar as its representative;

- j. the “HH Labor and Delivery Class” is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for HH and Medstar’s benefit, but were not properly compensated for this work while employed by HH and Medstar in the HH Labor and Delivery Unit, with Lorraine Tyeryar as its representative;
- k. the “HH Pediatric Class” is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for HH and Medstar’s benefit, but were not properly compensated for this work while employed by HH and Medstar in the HH Pediatric Unit, with Lorraine Tyeryar as its representative;
- l. the “HH Neonatal Care Collective” is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for HH and Medstar’s benefit, but were not properly compensated for this work while employed by HH and Medstar in the HH Neonatal Care Unit, with Lorraine Tyeryar as its representative;
- m. the “HH Emergency Room Class” is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for HH and Medstar’s benefit, but were not properly

compensated for this work while employed by HH and Medstar in the HH Emergency Room, with Lorraine Tyeryar as its representative;

- n. the “HH Dialysis Collective” is defined to include all persons employed by HH and Medstar, their subsidiaries or affiliated companies in between April 16, 2011 and the present who were suffered or permitted to perform more than *de minimis* meal-break work for HH and Medstar’s benefit, but were not properly compensated for this work while employed by HH and Medstar in the HH Dialysis Unit, with Lorraine Tyeryar as its representative;

34. The Maryland Defendants violated the MWHL, and the regulations promulgated thereunder, and the MWPCCL, and the regulations promulgated thereunder, by unlawfully deducting wages and by failing to properly pay all wages, including overtime wages, to the Class Representatives and putative Maryland Department class members for all hours in which they worked, including hours over 40, in a given workweek.

35. The Maryland Department Classes are each so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, these similarly situated employees are known to Defendant, are readily identifiable, and can be located through Defendants’ records. Upon information and belief, there are at least 25 members of each Maryland Department Class.

36. There are questions of law and fact common to the members of each Maryland Department Class that predominate over any questions solely affecting the individual members of each Maryland Department Class.

37. The critical question of law and fact common to the Class Representatives and the Maryland Department Classes they represent and that will materially advance the litigation is

whether Defendants are required by the FLSA, the MWHL and the MWPCCL to pay the Class Representatives and their Department Classes wages for when the Class Representatives and their Department Classes were suffered or permitted to perform more than *de minimis* meal break work without receiving compensation for the work as accomplished through use of an unlawful deduction scheme. This includes when the meal break work caused the Class Representatives and members of the Department Classes to exceed working 40 hours in a workweek though they did not receive compensation paid at 1.5 times their regular hourly rate for hours worked overtime.

38. Other common questions of law and fact common to the Maryland Class that will materially advance the litigation include, without limitation:

- a. Whether the Maryland Defendants employed the Class Representatives and the Maryland Department Class members within the meaning of the MWHL and the MWPCCL;
- b. What proof of hours worked is sufficient when the employer fails in its duty to maintain time records;
- c. Whether the Maryland Defendants failed to pay the Class Representatives and the Maryland Department Class members for all of the hours they worked;
- d. Whether the Maryland Defendants failed to pay the Class Representatives and the Maryland Department Class members the legally required amount of overtime compensation for hours worked in excess of forty hours per workweek, in violation of the MWHL and MWPCCL and the regulations promulgated thereunder including, by adoption, 29 U.S.C. §§ 207(a)(1), 215(a), and 29 C.F.R. §§ 778.104;

- e. Whether the Maryland Defendants unlawfully deducted pay from the Class Representatives and the Maryland Department Class members when they worked through their meal breaks and when the Maryland Defendants did not provide, communicate and/or train employees on a meaningful method to recoup the missed or interrupted meal breaks, and in fact actively discouraged recoupment;
- f. Whether the Maryland Defendants are liable for all damages claimed by the Class Representatives and the Maryland Department Class members, including, without limitation, compensatory, treble, punitive and statutory damages, interest, costs and disbursements, and attorneys' fees; and
- g. Whether the Maryland Defendants should be enjoined from continuing to violate the MWHL and MWPCL in the future.

39. The Class Representatives' claims are typical of the claims of the members of their respective Maryland Department Classes. The Class Representatives have the same interests in this matter as all other members of their respective Maryland Department Classes.

40. The Class Representatives are adequate class representatives, are committed to pursuing this action and have retained competent counsel experienced in wage and hour law and class action litigation.

41. Class certification of the Class Representatives' MWHL and MWPCL claims is appropriate pursuant to FED. R. CIV. P. 23(b)(2) because the Maryland Defendants have acted or refused to act on grounds generally applicable to the class, making appropriate both declaratory and injunctive relief with respect to each Maryland Department Class as a whole. The members of the Maryland Department Classes are entitled to injunctive relief to end Defendants' common and uniform policy and practice of denying the Maryland Department Classes the wages to

which they are entitled by unlawfully deducting wages for hours that Plaintiffs and members of the Maryland Department Classes worked without the provision, communication, and/or training of employees on a meaningful method to recoup the missed or interrupted meal breaks, and in fact, with active discouragement by the Maryland Defendants of recoupment.

42. Class certification of the Class Representatives' MWHL and MWPCl claims is also appropriate pursuant to FED. R. CIV. P. 23(B)(3) because questions of law and fact common to each Maryland Department Class predominate over questions affecting only individual members of the Class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

43. Class certification of the Class Representatives' MWHL and MWPCl claims is also appropriate pursuant to FED. R. CIV. P. 23(C)(4) because particular issues common to each Maryland Department Class predominate over questions affecting only individual members of the Class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

44. The Class Representatives know of no difficulty that would be encountered in the management of this litigation that would preclude its maintenance as a class action.

COMMON FACTUAL ALLEGATIONS

45. Throughout the relevant period, Defendants promised to provide Plaintiffs and the Department Collective and Class members with one 30-minute unpaid meal break per shift.

46. Having promised Plaintiffs and the Department Collective and Class members one 30-minute unpaid meal break per shift, Defendants were obligated to ensure that Plaintiffs and the Department Collective and Class members were completely relieved from all work-

related duties during their unpaid meal breaks, or that Plaintiffs were compensated at an appropriate rate for each of their missed or interrupted meal breaks.

47. Throughout the relevant period, Defendants routinely suffered or permitted Plaintiffs and the Department Collective and Class members to perform meal break work that included, among other things: responding to emergency situations, responding to supervisors' instructions, providing patient care and performing typical work duties ("meal break work").

48. Plaintiffs are personally familiar with, and were personally affected by, Defendants' meal break work policies and practices. During the relevant period, Defendants suffered or permitted the Plaintiffs to work at least over 50% of their unpaid meal breaks each month without compensation, as is detailed in the Plaintiffs' declarations and consent forms that are attached to the Amended Complaint. From their observation of and interactions with Defendants' other employees, Plaintiffs understand and believe that other MedStar employees regularly performed more than *de minimis* meal break work without compensation.

49. Because of the circumstances under which Plaintiffs and the Department Collective and Class members performed meal break work, Defendants routinely failed to record all of the time Plaintiffs and the Department Collective and Class members spent engaged in such work, or include all of this time in calculating the wages paid to Plaintiffs and the Collective and Class members.

50. Throughout the relevant period, Defendants did not implement or enforce sufficient rules, systems or practices to prevent Plaintiffs and the Department Collective and Class members from performing uncompensated meal break work. To the contrary, Defendants' common policies and practices routinely caused Plaintiffs and the Department Collective and Class members to work during their scheduled, meal breaks.

51. Throughout the relevant period, Defendants did not implement or enforce sufficient rules, policies or practices to ensure that the meal break work Plaintiffs and the Department Collective and Class members were suffered or permitted to perform was properly tracked.

52. Throughout the relevant period, Defendants did not implement or enforce sufficient rules, policies or practices to ensure that Plaintiffs and the Department Collective and Class members were properly compensated for all of the meal break work they were suffered or permitted to perform. Defendants did not adequately create policies and/or practices for the recoupment of missed or interrupted meal breaks, did not adequately communicate any policies and/or practices for the recoupment of missed or interrupted meal breaks, and did not adequately train employees on how to recoup lost or missed meal breaks.

53. Throughout the relevant period, Defendants discouraged many of the Plaintiffs and the Department Collective and Class members from seeking compensation for missed meal breaks by making it difficult to submit requests for compensation, and/or by disciplining employees for working unapproved overtime which naturally resulted from taking full meal breaks. Moreover, many of the Plaintiffs and the Department Collective and Class members have been rebuffed when they have expressed concern to their superiors about the system's unfairness or when they have sought the pay they are due for the times that they worked through meal breaks. Moreover many of the Plaintiffs and the Department Collective and Class members were never trained or told that they could recoup pay for the times they worked through meal breaks, and consequently were never paid for their missed meal breaks.

54. As a result of Defendants' conduct, Plaintiffs and the Collective and Class members, regardless of their job title, job location or supervisor, have been regularly deprived of

pay owed for meal break work they performed, including pay calculated at the overtime premium rate for meal break work performed in workweeks where Plaintiffs and the Collective and Class members worked more than 40 hours.

55. As a result of their conduct, Defendants have improperly retained money that they should have paid as wages to Plaintiffs and the Department Collective and Class members for meal break work. By retaining this money, Defendants have received an inequitable windfall through, *inter alia*, reduced labor and operations costs and enhanced profit margins.

56. Defendants established labor budgets to cover labor costs for the departments in which Plaintiffs and the Department Collective and Class members worked. The wages of Defendants' hourly employees were deducted from the labor budgets. However, Defendants did not provide sufficient money in the labor budgets to cover all hours needed to complete the necessary tasks in each department. Defendants knew or recklessly disregarded the fact that the underfunding of department labor budgets resulted in Plaintiffs and other similarly situated hourly employees working through their meal breaks without receiving compensation for the work, including overtime compensation, which allowed Defendants to retain wages that they were not entitled to.

57. Throughout the relevant period, Defendants knew that Plaintiffs and the Department Collective and Class members, regardless of their job title, location or supervisor, regularly performed uncompensated meal break work because Plaintiffs' supervisors regularly encouraged, instructed, suffered and permitted Plaintiffs and the Department Collective and Class members to perform this work and observed this work being performed on a regular basis. Since Defendants are substantial corporate entities aware of their obligations under the FLSA, the DCMWA, the MWHL and/or the MWPCL, they acted willfully or recklessly in deducting

and denying pay to Plaintiffs and the Department Collective and Class members for the more than *de minimis* work that they performed during their meal breaks.

58. Throughout the relevant period, Defendants knew that Plaintiffs and the Department Collective and Class members, regardless of their job title, supervisor or location, regularly performed uncompensated meal break work because Plaintiffs and the Department Collective and Class members routinely engaged in meal break work on Defendants' premises, in plain sight, and at their supervisors' request. As a hospital system operating ten hospitals and employing 30,000 workers, Defendants knew or recklessly disregarded the fact that the FLSA, DCMWA, MWHL and MWPCL required them to pay Plaintiffs and the Department Collective and Class members for the more than *de minimis* work that they performed during their meal breaks.

59. Throughout the relevant period, Defendants knew that Plaintiffs and the Department Collective and Class members, regardless of their job title, supervisor or location, regularly performed uncompensated meal break work because Defendants did not provide specially-assigned relief workers to free Plaintiffs and the Department Collective and Class members from their work obligations during unpaid meal breaks.

60. Throughout the relevant period, Medstar and WHC programmed willfully hindered Plaintiffs and the Department Collective members employed at WHC from receiving compensation for the meal breaks in which they performed more than *de minimis* work, including by (a) programming WHC's timekeeping system to automatically deduct 30 minutes for hourly employees' working time, and (b) programming WHC's timekeeping system to bar employees from hitting a "missed meal" or similar key into the timekeeping system when their meal break was missed or interrupted. On information and belief, Medstar and the other

Defendants engaged in similar willful conduct hindering Plaintiffs and the Department Collective members from receiving compensation for the meal breaks in which they performed more than *de minimis* work.

61. Defendants' unlawful conduct as described above, was willful and/or in reckless disregard of the applicable wage and hour laws pursuant to Defendants' centralized, companywide policy, pattern, and/or practice of attempting to minimize labor costs by violating the FLSA, the DCMWA, the MWHL and the MWPCCL.

62. As part of their regular business practice, Defendants intentionally, willfully and repeatedly engaged in a policy, pattern and/or practice of violating the FLSA and the state wage and hour laws with respect to Plaintiffs and Department Collective and Class members. This policy, pattern and/or practice includes, but is not limited to the foregoing knowledge of its obligations and the kind of work that Plaintiffs and the Department Collective and Class members were and have been performing, and that, as a result Defendants have been:

- a. willfully deducting and denying Plaintiffs and the Department Collective and Class members pay for the more than *de minimis* work that they performed during their meal breaks, in violation of the FLSA, DCMWA, MWHL and MWPCCL;
- b. willfully denying Plaintiffs and the Department Collective and Class members overtime wages for hours they worked in excess of 40 hours per week from them performing more than *de minimis* work during their meal breaks; and
- c. willfully failing to provide enough money in their department labor budgets for their hourly employees to perform their duties and

responsibilities, forcing the hourly employees to perform such work during their meal breaks without compensation.

63. Defendants' willful violations of the FLSA, DCMWA, MWHL and MWPCCL are further demonstrated by the fact that during the course of the Collective Action and Class Action Periods and continuing to the present, Defendants failed to maintain accurate and sufficient time records for Plaintiffs and the Department Collective and Class members. Defendants acted recklessly or in willful disregard of the FLSA, DCMWA, MWHL and MWPCCL by instituting a policy and/or practice that did not allow Plaintiffs to record all hours worked.

64. During the course of the Collective Action and Class Action Periods, Defendants failed to post or keep posted a notice explaining the minimum wage and overtime wage requirements, as provided under the FLSA, DCMWA, MWHL and MWPCCL. This failure to post or keep posted a notice explaining the minimum wage and overtime wages was willful or in reckless disregard of the Plaintiffs' and the Department Collective and Class members' rights under the FLSA, DCMWA, MWHL and MWPCCL.

65. Due to the foregoing, Defendants' failure to pay wages, including overtime wages, for more than *de minimis* work performed by the Plaintiffs and the Department Collective and Class members during their meal breaks was willful and has been widespread, repeated and consistent.

COUNT I
Violation of the FLSA
(Employees in District of Columbia and Maryland Hospitals)

66. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

67. Plaintiffs and the Department Collective Members, Defendants' employees, are similarly situated individuals within the meaning of the FLSA, 29 U.S.C. §216(b).

68. FLSA Section 206 requires employers to pay their employees a minimum wage for all hours worked.

69. FLSA Section 207(a)(1) states that an employee must be paid an overtime rate, equal to at least 1½ times the employee's regular rate of pay, for all hours worked in excess of 40 hours per week.

70. Throughout the relevant period, Defendants expected and required Plaintiffs and Department Collective Members to perform meal break work but failed either to properly track the time Plaintiffs and the Department Collective Members spent on these activities, or to properly compensate them for this work.

71. Plaintiffs and the Department Collective Members have been harmed as a direct and proximate result of Defendants' unlawful conduct, because they have been deprived of overtime compensation and other wages in amounts to be determined at trial. Plaintiffs and the Department Collective Members will continue to suffer a significant loss of income as a result of the policies and practices alleged here unless Defendants are required to alter the practices at issue. Plaintiffs and Department Collective Members are entitled to recover such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs and other compensation pursuant to 29 U.S.C. § 216(b).

COUNT II
Violation of the DCMWA
(Employees in District of Columbia Hospitals)

72. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

73. Plaintiffs who are or were employed in the District of Columbia (“D.C. Plaintiffs”) and the members of the Department Collectives who are or were employed in the District of Columbia (collectively, “D.C. Department Collective Members”) by D.C. Defendants are “employees” within the meaning of the DCMWA.

74. The D.C. Defendants have violated, and continue to violate, the DCMWA because of their willful failure to compensate D.C. Plaintiffs and the D.C. Department Collective Members at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek.

75. As a result of the D.C. Defendants’ violation of the DCMWA, the D.C. Plaintiffs and the D.C. Department Collective Members have suffered irreparable harm for which there is no adequate remedy at law.

76. Pursuant to the DCMWA, the D.C. Plaintiffs and the D.C. Department Collective Members who are employed by the D.C. Defendants in the District of Columbia are entitled to recover from the D.C. Defendants: their unpaid wages for all hours worked including overtime compensation; actual and liquidated damages, including the employer’s share of FICA, FUTA, state unemployment insurance, and any other required employment taxes, reasonable attorneys’ fees and costs and disbursements of this action, pursuant to the DCMWA.

COUNT III
Violation of the MWHL
(Employees in Maryland Hospitals)

77. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

78. Plaintiffs who are or were employed in Maryland (“Maryland Plaintiffs”), the members of the Department Collectives who are or were employed in Maryland (collectively,

“Maryland Department Class Members”) are “employees” within the meaning of the MWHL.

79. The Maryland Defendants have violated, and continue to violate, the MWHL because of their willful failure to compensate the Maryland Plaintiffs and the Maryland Class Members at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek.

80. As a result of the Maryland Defendants’ violation of the MWHL, the Maryland Plaintiffs, Maryland Class Members have suffered irreparable harm for which there is no adequate remedy at law.

81. Pursuant to the MWHL, the Maryland Plaintiffs and the Maryland Class Members who are or were employed by the Maryland Defendants in Maryland are entitled to recover from the Maryland Defendants: their unpaid wages for all hours worked including overtime compensation; actual and liquidated damages, including the employer’s share of FICA, FUTA, state unemployment insurance, and any other required employment taxes, reasonable attorneys’ fees and costs and disbursements of this action, pursuant to the MWHL.

COUNT IV
Violation of the MWPCCL
(Employees in Maryland Hospitals)

82. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

83. At all relevant times, the Maryland Defendants were the employers of the Maryland Plaintiffs and the Maryland Class Members within the meaning of the MWPCCL, MD. CODE ANN., LABOR & EMPL. § 3-501.

84. Defendant violated the MWPCCL by unlawfully deducting pay from the Maryland Plaintiffs and the Maryland Class Members as set forth in in MD. CODE ANN., LAB. & EMPL.

§§ 3-502(a)(1)(ii) and 3-507.2, and by failing to pay the legally required amount of compensation, including overtime compensation, due within the applicable two week period as set forth MD. CODE ANN., LAB. & EMPL. §§ 3-502(a)(1)(ii) and 3-507.2. *See Marshall v. Safeway Inc.*, 56 SEPT.TERM 2013, 2014 WL 1227629 (Md. Mar. 26, 2014) (“When an employer makes an unauthorized deduction under § 3–503, it is not paying all the compensation that is due to the employee.”).

85. The Maryland Defendants’ failure to pay the Maryland Plaintiffs and the Maryland Class Members was not the result of any bona fide dispute between the Maryland Defendants Defendant and the Maryland Plaintiffs and the Maryland Class Members within the meaning of MD. CODE ANN., LAB. & EMPL. § 3-507.2(b).

86. Due to the Maryland Defendants’ failure to pay the Maryland Plaintiffs and the Maryland Class Members their required wages, including overtime wages, the Maryland Plaintiffs and the Maryland Class Members are entitled to recover from the Maryland Defendants their unpaid wages, treble damages, court and other costs, and reasonable attorneys’ fees and expenses as set forth under MD. CODE ANN., LAB. & EMPL. § 3-507.2(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for an Order:

- a. Requiring Defendants to file with the Court and provide to Plaintiffs’ counsel a list of all names and current (or best known) addresses of all individuals whom Defendants, their subsidiaries or affiliated companies employed at any time during the relevant period;
- b. Authorizing Plaintiffs’ counsel to issue a notice informing the Department Collective members that this action has

been filed, of the nature of the action, and of their right to opt-in to this lawsuit;

- c. Certification of the Maryland Department Classes as class actions pursuant to Fed. R. Civ. P. 23, and the appointment of Margaret Brown, Donna Rowan, Thomas Curtis, Melissa Gayle, Dorothy Eggleston, and Lorraine Tyeryar and their counsel to represent the respective members of the Class Representatives' Department Classes;
- d. Appointing David J. Cohen of Kolman Ely, P.C., Gary E. Mason, Nicholas A. Migliaccio and Jason S. Rathod of Whitfield Bryson & Mason LLP as collective and class counsel;
- e. Finding that Defendants willfully violated the applicable provisions of the FLSA, the DCMWA, the MWHL and the MWPCL by failing to pay all required wages to Plaintiffs and the Collective and Class members;
- f. Granting judgment in favor of Plaintiffs and the Collective and Class members, and against Defendants, on their FLSA, DCMWA, MWHL and MWPCL claims;
- g. Awarding compensatory damages to Plaintiffs and the Collective and Class members in an amount to be determined;
- h. Awarding pre-judgment interest to Plaintiffs and the Collective and Class members on all compensatory damages due;
- i. Awarding liquidated and/or punitive damages to Plaintiffs and the Collective and Class members as a result of Defendants' denial of pay for all non *de minimis* work performed during the meal breaks of Plaintiffs and the

Collective and Class members, in violation of the FLSA, DCMWA, and MWHL;

- j. Awarding treble damages to the Maryland Plaintiffs and Maryland Class Members under MD. CODE ANN., LAB. & EMPL. § 3-507.2;
- k. Awarding Plaintiffs and the Collective and Class members a reasonable attorney's fee and reimbursement of all costs and expenses incurred in litigating this action;
- l. Awarding Plaintiffs and the Collective and Class members equitable and injunctive relief precluding the continuation of the policies and practices pled in this Complaint;
- m. Awarding any further relief the Court deems just and equitable; and
- n. Granting leave to add additional case Plaintiffs by motion, the filing of written consent forms, or any other method approved by the Court.

JURY DEMAND

Plaintiffs hereby demand a trial by jury in the above-captioned matter.

Respectfully submitted,

Dated: April 16, 2014

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