

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

CHANA COLLINS \*  
3306 Tapestry Street \*  
Burtonsville, Maryland 20866 \*  
Montgomery County \*

Civil Action No. 1:13-cv-1542

*Plaintiff*

v.

QUEST DIAGNOSTICS NICHOLS \*  
INSTITUTE, INC. d/b/a Quest Diagnostics \*  
14225 Newbook Drive \*  
Chantilly, Virginia 20153 \*  
Fairfax County \*

*Serve Registered Agent* \*  
CSC-Lawyers Incorporating \*  
Service Company \*  
7 St. Paul Street, Suite 400 \*  
Baltimore, Maryland 21202 \*

QUEST DIAGNOSTICS, INC. \*  
11 E. Chase Street \*  
Baltimore, Maryland 21202 \*  
Baltimore City \*

*Serve Registered Agent* \*  
CSC-Lawyers Incorporating \*  
Service Company \*  
7 St. Paul Street, Suite 400 \*  
Baltimore, Maryland 21202 \*

SAMSON KHANDAGLE \*  
Shady Grove Adventist Hospital \*  
9901 Medical Center Drive \*  
Rockville, Maryland 20850 \*  
Montgomery County \*

*Defendants*

\* \* \* \* \*

**PLAINTIFF’S ORIGINAL COMPLAINT AND JURY DEMAND**

Plaintiff Chana Collins, by and through counsel, LUCHANSKY LAW, files this Original Complaint and Jury Demand against Defendants Quest Diagnostics Nichols Institute, Inc., Quest Diagnostics, Inc., and Samson Khandagle (collectively “Defendants”).

**NATURE OF ACTION**

1. This lawsuit arises out of Defendants’ willful failure to properly compensate Plaintiff for all hours worked and for all wages due and owing pursuant to the Fair Labor Standards Act (“FLSA”), and Maryland Wage and Hour Law (“MWHL”). 29 U.S.C. § 201, *et seq.*; Md. Code Ann., Lab & Empl., § 3-401, *et seq.*

2. Defendants are also liable to Plaintiff for deliberate violations of the Family and Medical Leave Act (“FMLA”). 29 U.S.C. § 2601, *et seq.* Plaintiff alleges that Defendants violated the FMLA and that Defendants retaliated against her after she requested leave under the FMLA.

**JURISDICTION**

3. This Court has subject matter jurisdiction over the claims presented herein pursuant to the FLSA and FMLA.

4. The claims set forth pursuant to the MWHL are so related and intertwined with Plaintiff’s claims under the FLSA and FMLA that they form part of the same case and controversy. Therefore, this Court has supplemental and ancillary jurisdiction over Plaintiff’s Maryland State claims relating to Defendants’ willful violation of the MWHL.

**PARTIES**

**A. Plaintiff.**

5. Plaintiff Chana Collins is a resident of Montgomery County, Maryland.

6. Plaintiff was employed by Defendants within the meaning of the FLSA.
7. Plaintiff was employed by Defendants within the meaning of the FMLA.
8. Plaintiff was employed by Defendants within the meaning of the MWHL.

**B. *Defendants.***

9. Whenever in this Complaint it is alleged that Defendants committed any act or omission, it is meant that Defendants' officers, directors, vice-principals, agents, servants, regional managers, or employees committed such act or omission and that at the time such act or omission was committed, it was done with the full authorization, ratification or approval of Defendants or was done in the routine and normal course and scope of employment of Defendants' officers, directors, vice-principals, agents, servants, regional managers or employees.

i. Quest Diagnostics Nichols Institute, Inc.

10. Defendant Quest Diagnostics Nichols Institute, Inc. d/b/a Quest Diagnostics is a for-profit business entity with its principle office in Chantilly, Fairfax County, Virginia.

11. Quest Diagnostics Nichols Institute, Inc. was Plaintiff's employer as the term "employer" is defined by the FLSA.

12. Quest Diagnostics Nichols Institute, Inc. was Plaintiff's employer as the term "employer" is defined by the MWHL.

13. Quest Diagnostics Nichols Institute, Inc. was Plaintiff's employer as the term "employer" is defined by the FMLA.

14. Quest Diagnostics Nichols Institute, Inc. may be served at the address listed in the above caption or wherever an appropriate agent for Defendant may be found.

15. Quest Diagnostics Nichols Institute, Inc. engages in interstate commerce.

16. Quest Diagnostics Nichols Institute, Inc. conducts interstate commerce.
  17. Quest Diagnostics Nichols Institute, Inc. operates laboratories located in several states throughout the United States, including Maryland, Pennsylvania and Virginia.
  18. Quest Diagnostics Nichols Institute, Inc. has annual sales in excess of \$500,000.
  19. Quest Diagnostics Nichols Institute, Inc. is an employer which is subject to the terms of the FLSA.
  20. Quest Diagnostics Nichols Institute, Inc. is an employer which is subject to the terms of the MWHL.
  21. Quest Diagnostics Nichols Institute, Inc. is an employer which is subject to the terms of the FMLA.
  22. Quest Diagnostics Nichols Institute, Inc. employed more than 50 employees within a 75 mile radius of the location where Plaintiff worked.
- ii. Quest Diagnostics, Inc.
23. Defendant Quest Diagnostics, Inc. is a for-profit business entity with its principle office in Baltimore City, Maryland.
  24. Quest Diagnostics, Inc. was Plaintiff's employer as the term "employer" is defined by the FLSA.
  25. Quest Diagnostics, Inc. was Plaintiff's employer as the term "employer" is defined by the MWHL.
  26. Quest Diagnostics, Inc. was Plaintiff's employer as the term "employer" is defined by the FMLA.

27. Quest Diagnostics, Inc. may be served at the address listed in the above caption or wherever an appropriate agent for Defendant may be found.

28. Quest Diagnostics, Inc. engages in interstate commerce.

29. Quest Diagnostics, Inc. conducts interstate commerce.

30. Quest Diagnostics, Inc. operates multiple laboratories located in Maryland.

31. Quest Diagnostics, Inc. has annual sales in excess of \$500,000.

32. Quest Diagnostics, Inc. is an employer which is subject to the terms of the FLSA.

33. Quest Diagnostics, Inc. is an employer which is subject to the terms of the MWHL.

34. Quest Diagnostics, Inc. is an employer which is subject to the terms of the FMLA.

35. Quest Diagnostics, Inc. employed more than 50 employees within a 75 mile radius of the location where Plaintiff worked.

iii. Samson Khandagle.

36. Defendant Samson Khandagle is an individual who is was employed by Quest Diagnostics Nichols Institute, Inc. during the time of Plaintiff's employment.

37. Defendant Samson Khandagle is an individual who is was employed by Quest Diagnostics, Inc. during the time of Plaintiff's employment.

38. During some or all periods of Plaintiff's employment, Samson Khandagle exercised managerial responsibilities over Plaintiff's employment with Quest Diagnostics Nichols Institute, Inc.

39. During some or all periods of Plaintiff's employment, Samson Khandagle exercised managerial responsibilities over Plaintiff's employment with Quest Diagnostics, Inc.

40. During some or all periods of Plaintiff's employment, Samson Khandagle exercised substantial control over Plaintiff's employment with Quest Diagnostics Nichols Institute, Inc.

41. During some or all periods of Plaintiff's employment, Samson Khandagle exercised substantial control over Plaintiff's employment with Quest Diagnostics, Inc.

42. Samson Khandagle was Plaintiff's employer as the term "employer" is defined by the FLSA.

43. Samson Khandagle was Plaintiff's employer as the term "employer" is defined by the MWHL.

44. Samson Khandagle was Plaintiff's employer as the term "employer" is defined by the FMLA.

**B. *Joint Employer.***

45. It's Plaintiff's belief that Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. operated as one entity during Plaintiff's employment.

46. In the alternative, and only to the extent Defendants contend that Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. did not operate as one entity, Plaintiff alleges that Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. were joint employers.

47. Federal law provides for joint and several liability if employers are not acting entirely independently of each other, or if employers are not completely disassociated from each other. This includes when one employer controls, is controlled by, or is under common control with the other employer. Commonly, this arrangement of employers is referred to as a "joint employer" or "single employer."

48. Courts look to the economic realities of the enterprise and the totality of the circumstances to determine whether there is a joint or single employer relationship.

49. Here, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. are jointly and severally liable because, on information and belief, they act directly or indirectly in the interest of an employer, and because they are not acting entirely independently or are not completely disassociated from each other. The following facts set forth some examples of the legal and factual bases supporting joint and several liability.

50. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. collectively operate what is essentially one business, which is primarily engaged in conducting diagnostic insights and innovations to help improve human health.

51. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. operate out of the same physical locations.

52. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. share the same ownership and management.

53. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. share the same employees.

54. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. comprise a single, integrated enterprise that performs related activities through common control and for a common business purposes.

55. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. are controlled and operated through centralized management.

56. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. labor relations and human resources are centrally organized and controlled. On

information and belief, this includes the maintenance of system-wide policies covering all employees of Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc.

57. The above facts also support liability of Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. based on principal/agency liability and as alter egos. For example, as discussed herein, on information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. have jointly implemented the wage, hour, payroll and employment policies which resulted in the wrongs at issue in this case.

58. Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. may also be liable to Plaintiff under a theory of joint venture.

59. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. engage in a joint venture of operating diagnostic laboratories by common operational control and through their conduct in sharing profits and losses.

60. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. jointly manage and control this venture, as well as its employees and assets.

61. On information and belief, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. are jointly and severally liable to Plaintiff for the damages arising out of this joint venture.

62. Based on the foregoing, and other reasons expected to be identified during discovery, Quest Diagnostics Nichols Institute, Inc. and Quest Diagnostics, Inc. are jointly and severally liable for the illegal employment practices described herein.



**FACTUAL ALLEGATIONS**

**A. Introduction.**

63. Plaintiff was hired by Medix Staffing Solutions, Inc. (hereinafter “Medix Staffing Solutions”) on or about December 5, 2011.

64. Medix Staffing Solutions and Quest Diagnostics Nichols Institute, Inc. are joint employers for purposes of determining employer coverage and employee eligibility under the FMLA.

65. Medix Staffing Solutions and Quest Diagnostics, Inc. are joint employers for purposes of determining employer coverage and employee eligibility under the FMLA.

66. Plaintiff’s job title throughout her employment with Medix Staffing Solutions was Rep. Fields Operations I.

67. Plaintiff’s job title throughout her employment with Quest Diagnostics Nichols Institute, Inc. was Rep. Fields Operations I.

68. Plaintiff’s job title throughout her employment with Quest Diagnostics, Inc. was Rep. Fields Operations I.

69. Throughout Plaintiff’s employment with Medix Staffing Solutions, her work was supervised by employees of Quest Diagnostic Nichols Institute, Inc.

70. On or about July of 2012, Quest Diagnostic Nichols Institute, Inc. was hired away from Medix Staffing Solutions in order to work directly for Quest Diagnostic Nichols Institute, Inc.

71. Plaintiff began working directly for Quest Diagnostic Nichols Institute, Inc. on or about July 9, 2012.

72. As an employee of Quest Diagnostic Nichols Institute, Inc., Plaintiff’s supervisor was Samson Khandagle.

73. No aspect of Plaintiff's day-to-day job duties changed after she was hired away from Medix Staffing Solutions and began working directly for Quest Diagnostic Nichols Institute, Inc.

74. After Plaintiff was hired away from Medix Staffing Solutions and began working directly for Quest Diagnostic Nichols Institute, Inc., she worked in the same laboratory within Shady Grove Adventist Hospital as when she worked for Medix Staffing Solutions.

75. After Plaintiff was hired away from Medix Staffing Solutions and began working directly for Quest Diagnostic Nichols Institute, Inc., she performed the same job duties for Quest Diagnostic Nichols Institute, Inc. as those which she performed when she worked for Medix Staffing Solutions.

76. After Plaintiff was hired away from Medix Staffing Solutions and began working directly for Quest Diagnostic Nichols Institute, Inc., she was compensated at the same hourly rate by Quest Diagnostic Nichols Institute, Inc. as that which she received when she worked for Medix Staffing Solutions.

77. Plaintiff was not required to fill out a job application as part of the process of becoming an employee of Quest Diagnostic Nichols Institute, Inc.

78. Throughout her employment, Plaintiff was fully qualified to perform the job duties of a Rep. Fields Operations I.

79. Other than disciplines issued to Plaintiff for missing work as a result of her migraines, Plaintiff did not receive any other formal disciplinary action throughout her employment.

80. Plaintiff received a performance evaluation in early February of 2013 from Defendants.

81. The 2013 performance evaluation was nearly entirely positive. The only negative comments were those stating that Plaintiff was missing too much work, all of which was related to absences resulting from Plaintiff's migraine headaches.

**B. *Migraine headaches.***

82. Plaintiff suffers from migraine headaches.

83. When Plaintiff experiences a migraine headache, it can be debilitating and require medical attention from a physician.

84. Samson Khandagle was aware that Plaintiff suffered from severe migraine headaches.

85. Samson Khandagle instructed Plaintiff that she should speak with Quest Diagnostic Nichols Institute, Inc.'s human resources department in regards to applying for FMLA benefits in relation to her migraine headaches.

86. Per the instruction of Samson Khandagle, Plaintiff spoke with Quest Diagnostic Nichols Institute, Inc.'s human resources department in regards to applying for FMLA benefits in relation to her migraine headaches.

87. Quest Diagnostic Nichols Institute, Inc.'s human resource department informed Plaintiff that she qualified for FMLA and instructed Plaintiff to call Quest Diagnostic Nichols Institute, Inc.'s benefits department in order to submit her application for FMLA benefits.

88. When Plaintiff called Quest Diagnostic Nichols Institute, Inc.'s benefits department, the benefits department informed Plaintiff that she did not qualify for FMLA benefits because she had not worked directly for Quest Diagnostic Nichols Institute, Inc. for at least one-year.

89. Quest Diagnostic Nichols Institute, Inc.'s benefits department instructed Plaintiff that the time she had accrued working for Medix Staffing Solutions (*i.e.* approximately December of 2011 through July of 2012) did not count towards the one-year period necessary for her to qualify for FMLA benefits.

90. Thereafter, Plaintiff went back to Quest Diagnostic Nichols Institute, Inc.'s benefits department on multiple occasions in order to continue requesting FMLA benefits. Each time, Quest Diagnostic Nichols Institute, Inc.'s benefits department denied Plaintiff's request for FMLA benefits.

91. During December of 2012, Plaintiff informed Samson Khandagle that she was suffering from migraine headaches and that she needed to take time off from work.

92. During January of 2013, Plaintiff informed Samson Khandagle that she was suffering from migraine headaches and that she needed to take time off from work.

93. During February of 2013, Plaintiff informed Samson Khandagle that she was suffering from migraine headaches and that she needed to take time off from work.

94. Between December of 2012 and February of 2013, Plaintiff also informed her direct supervisor, Jayshana Smith, several times that she was suffering from migraine headaches and that she needed to take time off from work.

95. On February 5, 2013, Samson Khandagle issued Plaintiff a "Final Documented Discussion," which documented dates on which she was tardy or absent from work.

96. All of the incidents documented on the Final Documented Discussion were absences attributable to Plaintiff suffering from migraine headaches.

97. On February 5, 2013, Samson Khandagle told Plaintiff that if she misses another day of work, she will be terminated.

98. On a number of occasions, Plaintiff required a physician's care in relation to treatment for her migraine headaches.

99. On February 27, 2013, Plaintiff's employment from Quest Diagnostic Nichols Institute, Inc. was terminated.

100. Samson Khandagle terminated Plaintiff's employment on February 27, 2013.

101. The reason given by Quest Diagnostic Nichols Institute, Inc. for the termination of Plaintiff's employment was that she took excessive unscheduled leave.

102. The instances in which Plaintiff took leave and which resulted in her termination were in order to receive medical care for her migraine headaches.

**C. *Migraine headaches as a serious medical condition.***

103. The migraine headaches which Plaintiff suffered while employed by Quest Diagnostic Nichols Institute, Inc. constituted a "serious medical condition" as defined by the FMLA.

104. The migraine headaches which Plaintiff suffered while employed at Quest Diagnostic Nichols Institute, Inc. were, at times, debilitating.

105. The migraine headaches which Plaintiff suffered while employed at Quest Diagnostic Nichols Institute, Inc. required her, at times, to seek emergency medical treatment from a hospital emergency room.

106. The migraine headaches which Plaintiff suffered while employed at Quest Diagnostic Nichols Institute, Inc. were chronic.

107. The migraine headaches which Plaintiff suffered while employed at Quest Diagnostic Nichols Institute, Inc. resulted, at times, in her having to seek care from a physician.

108. The physicians who treated Plaintiff for her migraine headaches prescribed her prescription pharmaceuticals.

109. Physicians who treated Plaintiff for her migraine headaches recommended, at times, that she not attend work.

110. Plaintiff received continuing medical treatment from physicians regarding her migraine headaches while she was employed at Quest Diagnostic Nichols Institute, Inc.

111. The continuing medical treatment Plaintiff received from physicians includes, but is not limited to, the following: (1) treatment at Holly Cross Hospital on or about February 10, 2013; (2) treatment from Dr. Aneesa Keya, MD, on or about February 18, 2013; (3) treatment from Shady Grove Adventist Hospital on or about November 18, 2012; (4) treatment from Dr. Deborah J. Sherrill, MD on or about November 18, 2012; (5) treatment from Dr. Sameer Pandit on or about February 10, 2013; (6) treatment from Holly Cross Hospital on or about December 21, 2012; (7) treatment from Dr. Aneesa Keya, MD, on or about January 4, 2013; (8) treatment from Dr. Aneesa Keya, MD, on or about November 19, 2012; and (9) treatment from Dr. Christine Delima, MD, on or about August 29, 2012.

112. Plaintiff provided Samson Khandagle with medical documentation relating to the medical treatment she received from a physician for her migraine headaches.

113. Plaintiff provided Jayshana Smith with medical documentation relating to the medical treatment she received from a physician for her migraine headaches.

**D. *Failure to compensate Plaintiff for all hours worked.***

114. Samson Khandagle instructed Plaintiff that she was not allowed to clock in more than approximately two minutes before her scheduled start time.

115. Above the time clock which Plaintiff used to clock-in was a sign stating that employees are not allowed to clock in more than two minutes prior to their scheduled start time.

116. Plaintiff would typically arrive to work approximately 15–20 minutes prior to the scheduled start of her shift.

117. It was necessary for Plaintiff to arrive to work approximately 15–20 minutes prior to the scheduled start of her shift in order to perform work necessary for her to begin her shift.

118. When Plaintiff arrived for work and prior to clocking, she would typically meet with her supervisor, Jayshana Smith.

119. During these meetings with Smith, Plaintiff would discuss with Smith work related matters.

120. Prior to clocking-in, Plaintiff would obtain a phlebotomy table to be used in her day's work.

121. Prior to clocking-in, Plaintiff would clean the phlebotomy table.

122. Prior to clocking-in, Plaintiff would stock the phlebotomy table with various supplies.

123. Prior to clocking-in, Plaintiff would retrieve a lab coat.

124. Prior to clocking-in, Plaintiff would obtain disposable gloves to use throughout the day.

125. Prior to clocking-in, Plaintiff would retrieve pre-printed patient labels.

126. After performing all of the above described work, Plaintiff would clock-in.

**E. *Defendants failed to maintain accurate records of hours worked by Plaintiff.***

127. Plaintiff was a non-exempt employee.

128. Defendants had a duty to maintain accurate records of all hours worked by Plaintiff.

129. Defendants failed in their obligation to maintain accurate records of all hours worked by Plaintiff.

130. Defendants' failure to maintain accurate records of all hours worked by Plaintiff was willful.

**F. *Defendants acted willfully in regards to their wage violations.***

131. The illegal pay practices claimed herein were conceived and executed willfully by Defendants.

132. Defendants knew that Plaintiff was working for the benefit of Defendants and that Plaintiff was not receiving proper and complete compensation for the labor provided.

133. If Defendants claim to not have expressly known that Plaintiff was working for the benefit of Defendants and that Plaintiff was not receiving proper and complete compensation for the labor provided, Defendants should have known.

134. Despite the fact that Defendants knew, or should have known, that Plaintiff was performing work for Defendants benefit and not being properly compensated, Defendants allowed Plaintiff to perform this work, yet failed to properly compensate him pursuant to the applicable wage laws.

**G. *Defendants acted willfully in regards to their violation of the FMLA.***

135. Defendants knew that Plaintiff was seeking FMLA leave during her employment.

136. Despite the fact that Defendants knew, or should have known, that Plaintiff was seeking FMLA leave during the aforementioned period, Defendants proceeded to terminate Plaintiff based upon her absences during this period.

137. The bases for Defendants actual knowledge that Plaintiff had requested FMLA leave are described throughout this Complaint, and include, but are not limited to, the following: (1) numerous communications between Plaintiff and Defendants regarding Plaintiff's need for medical leave in relation to her serious medical condition; and (2) Samson Khandagle informing Plaintiff that she should apply for FMLA.



138. On information and belief, additional bases corroborating Plaintiff's claims of willfulness will be identified during discovery in this matter. As such, Plaintiff specifically reserves the right to amend his Complaint in order to add further allegations of willfulness as discovery proceeds.

**COUNT I**  
**Fair Labor Standards Act**  
**29 U.S.C. § 207, et seq.**

139. Plaintiff hereby incorporates all allegations set forth in all of the foregoing paragraphs as though fully alleged herein.

140. This count arises from Defendant's violation of the Fair Labor Standard's Act, 29 U.S.C. section 207, for Defendant's failure to pay overtime wages to plaintiff for all time worked in excess of forty hours per week.

141. Plaintiff was regularly directed by Defendant to work, and did so work, in excess of forty hours in one or more individual work weeks.

142. Defendant required Plaintiff to work hours for which she was not compensated at all, including hours that were worked in excess of forty hours in one or more individual work weeks.

143. Pursuant to 29 U.S.C. section 207, for all weeks during which Plaintiff worked in excess of forty (40) hours, Plaintiff was entitled to be compensated at a rate of one-half times her regular rate of pay for the time worked in excess of forty hours.

144. Defendant did not compensate Plaintiff at a rate of one and one-half times Plaintiff's regular rate for all time worked in excess of forty hours in individual workweeks.

145. Defendant's failure to pay overtime wages for time worked in excess of forty hours per week was a violation of the Fair Labor Standards Act, 29 U.S.C. section 207.

146. Defendant's failure and refusal to pay overtime wages for time worked in excess of forty hours per week was a willful violation of Fair Labor Standards Act, 29 U.S.C. section 207.

147. Other similarly situated employees have likewise performed non-exempt work for Defendant, but Defendant has failed to pay them overtime wages for work performed in excess of forty (40) hours per week.

**WHEREFORE**, Plaintiff prays for a judgment against Defendant as follows:

a. Designation of this action as a collective action on behalf of Plaintiff and those similarly situated and prompt issuance of notice pursuant to 29 U.S.C. section 216(b) to all those similarly situated apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms pursuant to 29 U.S.C. section 216(b);

b. Judgment against Defendant for violation of the overtime wage provisions of the FLSA;

c. Judgment that Defendant's violations as described above were willful;

d. An award in an amount equal to Plaintiff's and those similarly situated unpaid back wages;

e. An award to Plaintiff and those similarly situated for the amount of unpaid wages owed, liquidated damages and penalties where provided by law, and interest thereon, subject to proof at trial;

f. An award of reasonable attorney's fees and costs pursuant to 29 U.S.C. 216 section and/or other applicable laws;

g. An Award of prejudgment interest to the extent liquidated damages are not awarded;

h. Leave to add additional Plaintiff's motion, the filing of written consent forms, or any other method approved by the Court; and

i. For such other and further relief, in law or equity, as this Court may deem appropriate and just.

**COUNT II**  
**Maryland Wage and Hour Law**  
**Md. Code Ann., Lab & Empl. § 3-401, et seq.**

148. Plaintiff hereby incorporates all allegations set forth in all of the foregoing paragraphs as though fully alleged herein.

149. Plaintiff, who was not paid for all hours actually worked, is protected by the MWHL, and is entitled to be paid at the proper regular and overtime hourly rate for each hour worked. Md. Code Ann., Lab & Empl. § 3-413(b).

150. Defendants did not compensate Plaintiff at the appropriate regular or overtime hourly rate for each hour worked in excess of 40 during a single workweek. *Id.* at §§ 3-415(a), 3-420.

151. Defendants did not compensate Plaintiff at the legally required minimum wage rate for each hour worked.

152. Defendants' failure to pay Plaintiff the appropriate wages for all hours worked violated MWHL. *Id.* at § 3-413(b).

153. Defendants' failure to accurately track and record the hours worked by Plaintiff violated the MWHL.

154. Plaintiff was entitled to be compensated for all hours worked and to be compensated at 1.5 times the regular hourly wage rate for each hour worked over 40 in a single workweek. *Id.* at §§ 3-415, 3-420.

155. Defendants' failure to compensate Plaintiff at the appropriate regular hourly wage rate for each hour worked violated the MWHL. *Id.*

156. Defendants' failure to compensate Plaintiff at 1.5 times the regular hourly wage for each hour in excess of 40 hours per workweek violated MWHL. *Id.*

157. As the direct and proximate result of Defendants' violations of the MWHL, Plaintiff suffered significant damages.

158. Pursuant to the MWHL, Defendant is liable to Plaintiff for all hours worked which were not compensated and for the difference between the wages paid and the wages required by statute, plus reasonable attorneys' fees, pre- and post-judgment interest, fees and costs. *Id.* at § 3-427.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter a judgment awarding Plaintiff:

- a. Unpaid wages due under the MWHL (including unpaid regular-time, minimum wage and overtime wages);
- b. Treble, or alternatively liquidated, damages multiplied times the unpaid wages due and owing;
- c. Pre- and post-judgment interest;
- d. Reasonable attorneys' fees and costs incurred in pursuing this action; and
- e. Such other and further relief as this Court deems necessary and proper.

**COUNT III**  
**Violation of the Family Medical Leave Act**  
**29 U.S.C. § 2601, et seq.**

159. Plaintiff hereby incorporates all allegations set forth in all of the foregoing paragraphs as though fully alleged herein.

160. Plaintiff requested leave from work due to a serious health condition.

161. Defendants' subsequent termination of Plaintiff was in violation of the FMLA. *See* 29 U.S.C. § 2601, *et seq.*

162. As a result of Defendants' actions, Plaintiff has suffered loss of wages, both in the past and in the future, as well as emotional pain, mental anguish, suffering, inconvenience, loss of enjoyment of life in the past, and, in all probability, will continue to suffer in the future.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter a judgment awarding Plaintiff:

a. Actual and liquidated damages for the period of time provided by law, including appropriate back pay, front pay, and reimbursement for lost pension, insurance and all other benefits;

b. Liquidated damages as allowed by law;

c. Compensatory damages as allowed by law;

d. Attorneys' fees;

e. Expert witness fees incurred by Plaintiff in the preparation and prosecution of this action;

f. Pre-judgment and post-judgment interest as allowed by law;

g. Costs of court and costs of prosecuting this claim; and

h. Such other and further relief to which Plaintiff may be justly entitled.

**COUNT IV**  
**Retaliation under the Family and Medical Leave Act**  
**29 U.S.C. § 2601, et seq.**

163. Plaintiff hereby incorporates all allegations set forth in all of the foregoing paragraphs as though fully alleged herein.

164. After Plaintiff requested leave pursuant to the FMLA, Defendants engaged in activities, including termination, in retaliation for having requested FMLA leave, as outlined *supra*, in violation of the FMLA. *See* 29 U.S.C. § 2615, *et seq.*

165. As a result of Defendants' actions, Plaintiff has suffered loss of wages, both in the past and in the future, as well as emotional pain, mental anguish, suffering, inconvenience, loss of enjoyment of life in the past, and, in all probability, will continue to suffer in the future.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter a judgment awarding Plaintiff:

a. Actual and liquidated damages for the period of time provided by law, including appropriate back pay, front pay, and reimbursement for lost pension, insurance and all other benefits;

b. Liquidated damages as allowed by law;

c. Compensatory damages as allowed by law;

d. Attorneys' fees;

e. Expert witness fees incurred by Plaintiff in the preparation and prosecution of this action;

f. Pre-judgment and post-judgment interest as allowed by law;

g. Costs of court and costs of prosecuting this claim; and

h. Such other and further relief to which Plaintiff may be justly entitled.

**JURY DEMAND**

166. Plaintiff demands a trial by jury on all issues triable to a jury.

Dated: May 28, 2013

Respectfully submitted,

/s/ Judd G. Millman  
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