



LUCHANSKY, P.A.
EMPLOYMENT LAW | FAMILY LAW | LITIGATION

June 5, 2012

BY HAND DELIVERY

Clerk's Office
Circuit Court for Baltimore County
County Courts Building
401 Bosley Avenue
Towson, MD 21204

Re: *Mock v. Fuchs North America, Inc. et al.*

Dear Sir or Madam Clerk:

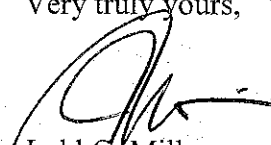
Enclosed for filing, please find the following:

1. Original Complaint and Case Information Sheet for the above-referenced matter. Please enter the appearance of, Judd G. Millman, *Esq.* and Bruce M. Luchansky, *Esq.*, on behalf of the Plaintiff.
2. Jury Trial Demand.
3. A check from my Law Firm in the amount of \$155 for the required filing fee.

Please issue a *writ of summons* in the above referenced matter and return the *writ* to my office. I will have the Complaint served *via* private process server.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,



Judd G. Millman

Enc: Complaint & Jury Trial Demand
Check for \$155.00

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS:

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.

FORM FILED BY: PLAINTIFF DEFENDANT CASE NUMBER _____ (Clerk to insert)

CASE NAME: THOMAS MOCK vs. FUCHS NORTH AMERICA, INC. et al.
Plaintiff Defendant

JURY DEMAND: Yes No Anticipated length of trial: _____ hours or 2 days

RELATED CASE PENDING? Yes No If yes, Case #(s), if known: _____

Special Requirements? Interpreter (Please attach Form CC-DC 41)
 ADA accommodation (Please attach Form CC-DC 49)

NATURE OF ACTION (CHECK ONE BOX)		DAMAGES/RELIEF	
<p style="text-align: center;">TORTS</p> <input type="checkbox"/> Motor Tort <input type="checkbox"/> Premises Liability <input type="checkbox"/> Assault & Battery <input type="checkbox"/> Product Liability <input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Wrongful Death <input type="checkbox"/> Business & Commercial <input type="checkbox"/> Libel & Slander <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Nuisance <input type="checkbox"/> Toxic Torts <input type="checkbox"/> Fraud <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Lead Paint <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____	<p style="text-align: center;">LABOR</p> <input type="checkbox"/> Workers' Comp. <input type="checkbox"/> Wrongful Discharge <input type="checkbox"/> EEO <input checked="" type="checkbox"/> Other <u>Wage & Hour</u>	<p style="text-align: center;">A. TORTS</p> <p style="text-align: center;">Actual Damages</p> <input type="checkbox"/> Under \$7,500 <input type="checkbox"/> \$7,500 - \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> Over \$100,000	
	<p style="text-align: center;">CONTRACTS</p> <input type="checkbox"/> Insurance <input type="checkbox"/> Confessed Judgment <input type="checkbox"/> Other _____	<p style="text-align: center;">B. CONTRACTS</p> <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10,000 - \$20,000 <input type="checkbox"/> Over \$20,000	
	<p style="text-align: center;">REAL PROPERTY</p> <input type="checkbox"/> Judicial Sale <input type="checkbox"/> Condemnation <input type="checkbox"/> Landlord Tenant <input type="checkbox"/> Other _____	<p style="text-align: center;">C. NONMONETARY</p> <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Injunction <input type="checkbox"/> Other _____	
	<p style="text-align: center;">OTHER</p> <input type="checkbox"/> Civil Rights <input type="checkbox"/> Environmental <input type="checkbox"/> ADA <input type="checkbox"/> Other _____		

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation Yes No C. Settlement Conference Yes No
 B. Arbitration Yes No D. Neutral Evaluation Yes No

TRACK REQUEST

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL. THIS CASE WILL THEN BE TRACKED ACCORDINGLY.

1/2 day of trial or less 3 days of trial time
 1 day of trial time More than 3 days of trial time
 2 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR), AS WELL AS ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY.

Date May 31, 2012 Signature _____

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.

Expedited
Trial within 7 months
of Filing

Standard
Trial within 18 months
of Filing

EMERGENCY RELIEF REQUESTED _____

Signature

Date

**COMPLEX SCIENCE AND/OR MEDICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO AN ASTAR RESOURCE JUDGE under Md. Rule 16-202.
Please check the applicable box below and attach a duplicate copy of your complaint.*

Expedited - Trial within 7 months of Filing

Standard - Trial within 18 months of Filing

IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

Expedited Trial 60 to 120 days from notice. Non-jury matters.

Standard-Short Trial 210 days.

Standard Trial 360 days.

Lead Paint Fill in: Birth Date of youngest plaintiff _____.

Asbestos Events and deadlines set by individual judge.

Protracted Cases Complex cases designated by the Administrative Judge.

CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY

To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is not an admission and may not be used for any purpose other than Track Assignment.

Liability is conceded.

Liability is not conceded, but is not seriously in dispute.

Liability is seriously in dispute.

CIRCUIT COURT FOR BALTIMORE COUNTY

- | | |
|---|---|
| <input type="checkbox"/> Expedited
(Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus. |
| <input checked="" type="checkbox"/> Standard
(Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. |
| <input type="checkbox"/> Extended Standard
(Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| <input type="checkbox"/> Complex
(Trial Date-450 days) | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases. |

**IN THE CIRCUIT COURT OF MARYLAND
FOR BALTIMORE COUNTY**

THOMAS MOCK
8711 Fort Smallwood Road, No. 4
Pasadena, Maryland 21122

Plaintiff,

v.

FUCHS NORTH AMERICA, INC.
9740 Reisterstown Road
Owings Mills, Maryland 21117

Serve Registered Agent
Steven I. Batoff
111 S. Calvert Street, Suite 2700
Baltimore, Maryland 21055,

CHRISTOPHER B. RODSKI
9740 Reisterstown Road
Owings Mills, Maryland 21117,

DANIEL COOPER
9740 Reisterstown Road
Owings Mills, Maryland 21117,

Defendants.

* * * * *

ORIGINAL COMPLAINT

Plaintiffs Thomas Mock, by and through counsel, files this Original Complaint against Defendants Fuchs North America, Inc., Christopher B. Rodski and Daniel Cooper (collectively "Fuchs"), and state as follows.

INTRODUCTION

1. This lawsuit arises out of Fuchs' intentional and unlawful conduct in the following particulars: (a) failure to properly compensate Mock for his earned wages; and (b)

deliberate efforts to evade the laws, obligations and costs with which employers who operate in the State of Maryland are obligated to comply.

2. As a result of Fuchs' willful failure to properly compensate Mock for all wages due and owing, Fuchs is liable to Mock for violations of the Maryland Wage and Hour Law ("MWHL") and Maryland Wage Payment and Collection Law ("MWPCCL"). Md. Code Ann., Lab & Empl., § 3-401, *et seq.*, 3-501, *et seq.*

3. Prior to filing this lawsuit, pursuant to Fuchs' written policy, Mock reported to Fuchs that he was not being compensated in compliance with applicable wage and hour laws. Rodski and Cooper claimed to have investigated the matter, but refused to make any changes to the manner in which Mock is compensated and to properly compensate him in compliance with Maryland law.

4. The relief now sought is to remedy Fuchs' failure to pay wages due, to pay appropriate overtime compensation, and to maintain accurate time records.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over the claims presented herein pursuant to MWHL and MWPCCL. Md. Code Ann., Lab & Empl., §§ 3-427, 3-507.

6. Venue is appropriate in Baltimore County because this is a judicial district wherein Fuchs conducts business, it is the location of the principal office of Fuchs, and this is the district wherein a substantial part of the unlawful employment practices described herein occurred.

PARTIES

A. *Plaintiff*

7. Thomas Mock lives in the State of Maryland and is a resident of Anne Arundel County. He has worked for Fuchs since on or about January of 2011, through present.

B. *Defendants*

8. Fuchs North America, Inc. is a Maryland for-profit business entity, with its principal office located in Baltimore County, Maryland and is subject to the personal jurisdiction of the Courts of the State of Maryland.

9. On information and belief, Defendant Christopher B. Rodski is the Chief Financial Officer for Fuchs, a resident of the State of Maryland, and an “employer” as that term is defined by Maryland law. *See* Md. Code Ann., Lab. & Empl. §§ 3-401, 3-501, *et seq.* At all relevant times, this Defendant acted directly or indirectly in the interest of Fuchs with regard to the Mock.

10. On information and belief, Defendant Daniel Cooper is the Chief Executive Officer of Fuchs, a resident of the State of Maryland, and an “employer” as that term is defined by Maryland law. *See* Md. Code Ann., Lab. & Empl. §§ 3-401, 3-501, *et seq.* At all relevant times, this Defendant acted directly or indirectly in the interest of Fuchs with regard to the Mock.

11. Whenever in this Complaint it is alleged that Fuchs committed any act or omission, it is meant that Fuchs 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 Fuchs or was done in the routine and normal course and scope of employment of Fuchs’ officers, directors, vice-principals, agents, servants, regional managers or employees.

12. At all relevant times, Fuchs, Rodski and Cooper were Mock's "employer," as that term is defined by Maryland law. Fuchs regularly caused, instructed, or allowed Mock to work during periods when Fuchs intended for Mock to not receive compensation and not to receive proper overtime compensation at the legally required overtime premium rate.

FACTUAL ALLEGATIONS

A. *Mock is a non-exempt employee who Fuchs failed to properly compensate for all hours worked and at the required overtime premium rate.*¹

13. Mock is a non-exempt, full-time employee who is compensated by Fuchs on a flat-rate basis.

14. Despite the fact that Mock is a "non-exempt" employee, as that term is defined by the MWHL, he is not compensated at an hourly rate for each hour worked and he is not compensated at the overtime premium rate for hours worked in excess of 40 during a single, seven-day workweek.

15. The compensation paid to Mock is unrelated to the actual hours he works.

16. Mock's job title, as listed on a performance appraisal issued to him by Fuchs on April 30, 2012, is "Network Systems Administrator."

17. Mock's job responsibilities—as described in Fuchs' own words in Mock's April 30, 2012 performance appraisal—are as follows:

Performs software/hardware/server installation, updates and repairs along with network support for email, telephone, remote access, and internet. Support employee use of hardware and non-customized software used by the company *among other IT basic support functions*. (emphasis added.)

18. On a daily basis, Mock's job duties consists primarily of installing, configuring, testing, and troubleshooting computer applications, networks and hardware.

¹ All headings contained in the Factual Allegations section of this Complaint are used for reference only and shall not affect in any way the interpretation of this Complaint.

19. Mock's job duties do not involve any subordinates reporting directly to him on a regular basis and he is not responsible for managing any of Fuchs' full-time employees.

B. *Mock does not qualify for the "administrative" exemption to the MWHL.*

20. Mock is not an exempt employee pursuant to the "administrative" exemption, as defined by the MWHL.

21. Mock's primary duties do not include the exercise of discretion and independent judgment with respect to matters of significance or the performance of work directly related to management or general business operations.

22. Mock is largely responsible for maintaining a computer system and performing tests by way of various generic routines to determine whether particular computer equipment or applications are working properly and in accordance with specifications that were designed by others.

23. The work Mock performs lacks the requisite exercise of discretion and independent judgment necessary to qualify him for the administrative exemption.

24. Mock's duties do not involve, with respect to matters of significance, the comparison and evaluation of possible courses of conduct, and acting independently or making a decision independently after the various possibilities have been considered, as required to qualify for the administrative exemption.

25. Any purchases relating to work which Mock performs must first be approved by his supervisors. By way of example, as part of his regular job duties for Fuchs, Mock was recently required to acquire two laptop adapters which were priced at approximately \$13 each. Prior to making these purchases, Mock had to obtain approval for the purchases from Defendant Christopher B. Rodski.

26. The position in which Mock is employed does not require specialized schooling or formal training.

C. *Retaliation.*

27. On or about May 7, 2012, Mock brought it to the attention of Defendants Rodski and Cooper that they were not compensating him in compliance with applicable wage and hour laws.

28. On or about May 24, 2012, Rodski called Mock into Rodski's office for a private meeting, which Cooper also attended.

29. On information and belief, the purpose of the meeting, from Rodski and Cooper's perspective, was to intimidate Mock and dissuade him from pursuing claims against them for failure to compensate Mock in accordance with applicable wage and hour laws.

30. Cooper and Rodski informed Mock that it is their position that Mock is exempt from State and Federal wage and hour laws, and they then proceeded to present Mock with a packet of information justifying their fictitious belief that Mock is exempt.

31. They informed Mock that they spoke with their attorney about the matter and their attorney confirmed that Mock is an exempt employee under State and Federal law and not entitled to the protections provided by applicable wage and hour laws.

32. In direct retaliation for Mock having asserted his concerns regarding Fuchs' failure to compensate Mock in compliance with applicable wage and hour laws, Cooper told Mock during the meeting that he "is not making any friends in management" by asserting his legal rights and attempting to recover the wages he is owed by Fuchs.

33. Cooper also informed Mock that he may be correct “legally” in regards to the fact that he is a non-exempt employee, but that asserting his legal rights against Fuchs is “ethically” wrong.

D. *Failure to accurately track hours worked.*

34. Fuchs does not utilize a time-clock or any other means of accurately tracking the hours worked by Mock.

35. Mock is required to turn in a timesheet at the end of each workweek, but he is specifically instructed by Fuchs to only record 40 hours on the timesheet each week, irrespective of the actual number of hours worked.

36. The timesheets were reviewed and signed by Rodski, who approved of Mock’s the timesheets despite the fact that Rodski knew the timesheets reflected fewer hours than Mock actually worked.

37. Due to the fact that these timesheets do not accurately reflect the hours worked by Mock, the timesheets are legally insufficient to determine wages owed in this matter.

38. Fuchs willfully disregards its obligation to maintain accurate records of hours worked by Mock, a nonexempt employee.

E. *Estimate of unpaid and overtime hours worked.*

39. Mock regularly works in excess of forty (40) hours in a single workweek and is not compensated for these additional hours at his straight-time rate or the legally required overtime premium rate.

40. While the unpaid hours and hours in excess of forty (40) which Mock worked per workweek varied, on information and belief, Mock regularly worked between approximately five (5) and twenty (20) hours of unpaid or overtime hours during most weeks of his employment

with Fuchs. On information and belief, Fuchs attempted to evade Maryland law while duping Mock into believing that he was only entitled to compensation pursuant to the arbitrary, flat-rate pay system designed by Fuchs. Mock did not maintain precise records demonstrating the actual number of hours which he worked every workweek over the course of his employment with Fuchs. Accordingly, Mock has provided herein his best estimate of the unpaid and overtime hours he, in good faith, believes he worked during the statutory period relevant to this litigation.

41. Fuchs had an affirmative legal duty to maintain accurate records of hours worked by Mock.

F. *Defendants acted "willfully."*

42. Fuchs acted willfully, as that term is used in the context of the MWHL and MWPCCL, in their failure to properly compensate Mock for all hours worked and to compensate Mock at the proper overtime premium rate.

43. Fuchs knew, or had reason to know, that Mock's job assignments required him to work in excess of 40 hours in a single workweek.

44. Fuchs also knew that it was not compensating Mock in compliance with applicable wage and hour laws. The basis for Fuchs' knowledge stems from, *inter alia*, Mock personally reporting to Rodski that the terms pursuant to which Fuchs compensates him are not in compliance with applicable laws and that Mock is entitled to compensation for overtime hours worked and compensation at the overtime premium rate.

45. Despite the fact that Fuchs knew, or had reason to know, that Mock was working in excess of 40 hours in a single workweek, Fuchs continued to allow Mock to perform this work and failed to properly compensate him for this work.

46. It is the policy of Fuchs that employees paid on a salary basis—irrespective of whether they qualify for an exemption from Maryland’s wage and hour laws—are to work eight hour days, Monday through Friday, and any additional hours worked are to be performed *without pay*.

47. It is the policy of Fuchs that employees who are eligible for overtime, such as Mock, will not be paid overtime for any hours worked either before or after their “routine work hours,” unless the overtime hours have been previously approved by Fuchs.

48. It is the policy of Fuchs that any employee who does not comply with Fuchs’ “time clock procedures and requirements will either be docked pay or not paid at all.”

49. Fuchs’ conduct is willful and in bad faith, and has caused significant damages to Mock.

G. *Facts which implicate Defendants Christopher B. Rodski and Daniel Cooper.*

50. Defendants Christopher B. Rodski and Daniel Cooper were “employers” as that term is defined by the MWHL and MWPCCL, and, as such, are personally liable for the claims alleged herein.

a. Christopher B. Rodski.

51. On information and belief, Christopher B. Rodski is an owner and/or the Chief Financial Officer of Fuchs.

52. Mock recognizes Christopher B. Rodski as someone who has the authority to hire and fire Fuchs employees and, on information and belief, Christopher B. Rodski does hire and fire Fuchs employees.

53. On information and belief, Christopher B. Rodski has the authority to establish, and contributed a significant role to establishing, the terms and conditions of the Mock's employment.

54. On information and belief, Christopher B. Rodski instructed, or gave approval of, Mock performing labor in hours in excess of 40 during a single workweek for which Mock was not properly compensated.

55. Mock recognized that Christopher B. Rodski had the authority to control and direct conditions of Mock's employment. On information and belief, Christopher B. Rodski also exercised his control over conditions of employment by issuing directives to be carried out by his subordinates.

56. On information and belief, Christopher B. Rodski knew of and authorized the illegal pay practices described herein.

57. On information and belief, Christopher B. Rodski was responsible for the payment of the Mock's wages and was fully aware of and approved the illegal pay practices described herein.

58. Despite the fact that Mock specifically brought it to Christopher B. Rodski's attention that Fuchs was not compensating Mock in compliance with applicable wage and hour laws, Rodski failed to make any changes to the manner in which Mock is compensated.

a. Daniel Cooper.

59. On information and belief, Daniel Cooper is an owner, high ranking executive and Chief Executive Officer of Fuchs.

60. Mock recognized Daniel Cooper as an owner/high ranking executive of Fuchs and an individual who had the authority to hire and fire Fuchs employees and, on information and belief, Daniel Cooper did hire and fire Fuchs' employees.

61. On information and belief, Daniel Cooper played an active and significant role in establishing the terms and conditions of Mock's employment. Daniel Cooper approved Mock not being properly compensated for hours worked in excess of 40 in a single workweek.

62. The Mock recognized that Daniel Cooper had the authority to control and direct conditions of his employment at Fuchs. Daniel Cooper knew of and authorized the illegal pay practices described herein.

63. On information and belief, Daniel Cooper was a party who had responsibility for the payment of the Mock's wages and was fully aware of and approved the illegal pay practices described herein.

64. Despite the fact that Mock specifically brought it to Daniel Cooper's attention that Fuchs was not compensating Mock in compliance with applicable wage and hour laws, Cooper failed to make any changes to the manner in which Mock is compensated.

COUNT I
Maryland Wage and Hour Law
Md. Code Ann., Lab & Empl. § 3-401, et seq.
(Failure to pay wages owed for all hours worked and failure to pay overtime)

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

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

67. Fuchs did not compensate Mock at his regular hourly rate for each hour worked. *Id.* at §§ 3-415(a), 3-420.

68. Fuchs' failure to pay Mock his appropriate wages for all hours worked violated MWHL. *Id.* at § 3-413(b).

69. Mock was entitled to be compensated for all hours worked and to be compensated at 1.5 times his regular hourly rate for each hour worked over forty (40) in a single workweek. *Id.* at §§ 3-415, 3-420.

70. Fuchs did not compensate Mock for all hours worked and did not compensate him at 1.5 times their regular hourly wage for each hour worked over forty (40) in a single workweek.

71. Fuchs failed to maintain accurate records of the hours worked by Mock.

72. Fuchs' failure to compensate Mock for all hours worked and at 1.5 times his regular hourly wage for each hour in excess of forty (40) hours per workweek violated MWHL. *Id.*

73. As the direct and proximate result of Fuchs' violations of the MWHL, Mock suffered significant damages.

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

COUNT II
Maryland Wage Payment and Collection Law
Md. Code Ann., Lab & Empl. § 3-501, et seq.
(Failure to timely and regularly pay all wages earned)

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

76. Pursuant to the MWPCCL, Fuchs must pay its employees all wages due at regular pay periods. Md. Code Ann., Lab. & Empl. § 3-502. “Wage” is defined as “all compensation that is due to an employee for employment.” This definition has been amended by the Maryland legislature to clarify that the statute is intended to specifically include overtime wages. *Id.* at § 4-501(c).

77. Pursuant to MWPCCL, Fuchs must pay its employees all wages due for work that the employee performed before the termination of employment or on or before a regularly scheduled pay period. *Id.* at § 3-505.

78. Mock has not been compensated his full measure of wages for all hours worked and was not compensated at the proper overtime premium rate for hours worked in excess of forty (40) in single workweek.

79. By failing to timely pay Mock his wages when due, Fuchs violated the MWPCCL. *Id.* at §§ 3-502, 505.

80. Fuchs did not withhold Mock’s wages as a result of a *bona fide* dispute.

81. As the direct and proximate result of Fuchs’ violations of the MWPCCL, Mock suffered significant damages.

82. Because more than two weeks have elapsed from the date on which Fuchs was required to have paid the wages, Fuchs is liable to Mock for his unpaid wages, plus an additional

amount up to three (3) times the unpaid wages, reasonable attorneys' fees, interests and costs.

Id. at § 3-507.2.

DAMAGE DEMAND ESTIMATE

83. Plaintiff seeks the maximum amount of damages to which he is entitled and capable of recovering under all applicable laws based upon the Counts alleged herein.

84. The information necessary to calculate Plaintiff's losses is, on information and belief, in large part presently in the exclusive possession of Defendants. Notwithstanding the foregoing, Plaintiff's best estimate as to the total damages incurred is in the amount of approximately \$65,000 (exclusive of reimbursement for reasonable attorneys' fees and costs) and, therefore, demands payment of same, in addition to all other relief demanded herein.

85. Plaintiff reserves the right to amend his damage demand at any time prior to trial—either increasing or decreasing the demand—after having had the opportunity to conduct full discovery on this matter.

PRAYER FOR RELIEF

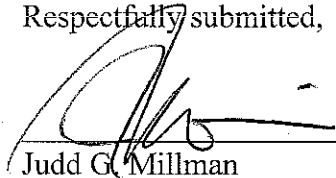
86. Plaintiff prays that this Honorable Court:

- a. Declare that Fuchs committed one or more of the following acts:
 - i. Violated the MWHL with respect to Plaintiff;
 - ii. Violated the MWPCCL and withheld Plaintiff's wages without any *bona fide* dispute; and
 - iii. Any other declaration as the Court deems appropriate;
- b. Award judgment in the amount of the difference between the wages actually paid and the wages lawfully owed, as provided under the MWHL. Md. Code Ann., Lab. & Empl. § 3-427(a);

- c. Award judgment in the amount of all back wages due and unpaid as provided in the MWHL and MWPCCL. Md. Code Ann., Lab. & Empl. § 3-507.2;
- d. Award a total judgment in an amount equal to three times the amount of wages due, as provided for in the MWPCCL. Md. Code Ann., Lab. & Empl. § 3-507.2;
- e. Award restitution and/or disgorgement of profits;
- f. Award pre-judgment interest;
- g. Award interest due on unpaid wages;
- h. Award reasonable attorneys' fees and the costs of this action as provided under the MWHL and MWPCCL. Md. Code Ann., Lab. & Empl. §§ 3-427(d), 3-507.2;
- i. Award reasonable attorneys' fees in the event of an appeal, as well as post-judgment interest consistent with applicable law; and
- j. Award any such further relief this Honorable Court deems just and proper to award.

Dated: June 5, 2012

Respectfully submitted,



Judd G. Millman
judd@luchanskylaw.com
Bruce M. Luchansky
lucky@luchanskylaw.com
LUCHANSKY, P.A.
606 Bosley, Suite 3B
Towson, Maryland 21204
Telephone: (410) 522-1020
Facsimile: (410) 522-1021
Attorneys for Plaintiff

IN THE CIRCUIT COURT OF MARYLAND
FOR BALTIMORE COUNTY

THOMAS MOCK

*

Plaintiff,

*

v.

*

Civil Action No. _____

FUCHS NORTH AMERICA, INC., *et al.*,

*

Defendants.

*

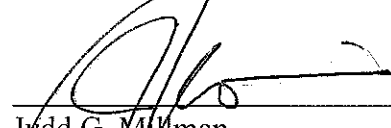
* * * * *

JURY TRIAL DEMAND

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

Dated: June 5, 2012

Respectfully submitted,



Judd G. Mulman
judd@luchanskylaw.com
Bruce M. Luchansky
lucky@luchanskylaw.com
LUCHANSKY, P.A.
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Towson, Maryland 21204
Telephone: (410) 522-1020
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Attorneys for Plaintiff