

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLND
(BALTIMORE DIVISION)**

SHARON DONOVAN
25029 Ocean Gateway
Mardela Springs, Maryland 21837

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GEORGE NELSON, JR.
43 Maple Street
Crisfield, Maryland 21817

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VINCENT ESPOSITO
6079 Charles Cannon Road
Marion, Maryland 21838

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And

CASE NO.: 1:25-cv-01114

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MATTHEW MCCORMICK
5675 Argyle Drive
Parsonsburg, Maryland 21849

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FRANKIE PRUITT
111 Sunset Circle, Unit C
Crisfield, Maryland 21817

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And

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SEANNA HINMAN
13281 Pine Beach Road
Princess Anne, Maryland 21853

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And

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RONALD HINMAN
4042 Jacksonville Road
Crisfield, Maryland 21817

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And

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BRITTANY GILLESPIE
15626 Pepperbox Road
Delmar, Delaware 19940

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And

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YELITZA DAVIS-HERNANDEZ
30604 South Countryside Drive
Delmar, Delaware 19940

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PLAINTIFFS,

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v.

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PRINCESS ANNE VOLUNTEER
FIRE COMPANY, INCORPORATED
11794 Somerset Avenue
Princess Anne, Maryland 21853

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SERVE: Kirk G. Simpkins
11787 Church Street
Princess Anne, Maryland 21853

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DEFENDANT.

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COMPLAINT

1. Plaintiffs (i) Sharon Donovan; (ii) George Nelson, Jr.; (iii) Vincent Esposito; (iv) Matthew McCormick; (v) Frankie Pruitt; (vi) Seanna Hinman; (vii) Ronald Hinman; (viii) Brittany Gillespie; and (ix) Yelitza Davis-Hernandez (collectively, “Plaintiffs”), through counsel, file their Complaint against Princess Anne Volunteer Fire Company, Incorporated.

2. In this action, Plaintiffs seek recovery earned and unpaid overtime premium wages and unlawfully withheld / unreimbursed wage deductions or kickbacks against Defendant under the Federal Fair Labor Standards Act (“FLSA”), Maryland Wage Hour Law (“MWHL”), and the Maryland Wage Payment Collection Law (“MWPCL”).

3. In or about September 2024, the Maryland Department of Labor & Licensing (“DLLR”) commenced an administrative investigation on behalf of Plaintiffs and other similarly situated individuals for the purpose of recovering earned and unpaid wages and damages sought by Plaintiffs against Defendant in this action.

4. The statutory recovery period for Plaintiffs’ recovery of earned and unpaid wages and damages sought by Plaintiffs against Defendant in this action should be equitably or administratively tolled to relate back three (3) years from the commencement of the DLLR investigation, to include the period September 2021, through the present (“the relevant period”).

PARTIES, JURISDICTION, AND VENUE

5. Plaintiffs are adult residents of Maryland and Delaware.

6. By acting as Plaintiffs and affixing their names to the caption in this Complaint, each Plaintiff provides this Court with his or her written consent confirming his or her intent to prosecute his or her claims against Defendant for recovery of earned unpaid wages and damages under the FLSA, MWHL, and MWPCCL.

7. Defendant is a corporation formed under the laws of the State of Maryland.

8. Defendant maintains its principal place of business in Somerset County, Maryland.

9. At no time during the relevant period did Defendant operate as a Public Agency.

10. At all times during the relevant period, during Plaintiffs’ performance of employment duties for Defendant, Plaintiffs responded to emergencies on state roads and interstate highways over which commerce between the States flows, and by so doing, helped enable commerce to move freely.

11. In each year of the relevant period, Defendant realized annual total gross revenues, primarily from government grants or funding and private fundraising, exceeding \$500,000.00.

12. During the relevant period, Defendant qualified as Plaintiffs' "employer," within the meaning of the FLSA, MWHL, and MWPCCL.

13. This Court has subject matter jurisdiction to hear this complaint and to adjudicate the claims stated herein under 28 U.S.C. §1331, because this action is brought under the laws of the United States, the FLSA, 29 U.S.C. §201, *et seq.*

14. The Court has supplemental jurisdiction over Plaintiffs' MWHL and MWPCCL claims pursuant to 28 U.S.C. §1367, as these claims are so related to the Federal claims in this action that they form part of the same case or controversy under Article III of the United States Constitution.

15. Venue is proper pursuant to 28 U.S.C. §1391(b) and (c) in the United States District Court for the District of Maryland, Baltimore Division, because the acts and omissions giving rise to the claims at bar occurred within Somerset County, Maryland, and Defendant had substantial, systematic, and ongoing contacts within Somerset County, Maryland, within the relevant period.

ALLEGATIONS

16. During the relevant period, Defendant employed Plaintiffs to perform firefighter and related EMS employment duties within Somerset County, Maryland, and surrounding counties and metropolitan areas.

17. During the relevant period, Defendant paid Plaintiffs at individually agreed upon and individually set hourly rates.

18. During the relevant period, the exact number of hours Plaintiffs worked varied from week to week.

19. During the relevant period, Defendant tracked, recorded, and had actual knowledge of all compensable work hours Plaintiffs worked each week.

20. During the relevant period, Plaintiffs regularly and customarily worked more than Forty (40) hours per week.

21. During the relevant period, Defendant had actual knowledge or, at least, suffered or permitted Plaintiffs to regularly and customarily work more than Forty (40) hours per week.

22. During the relevant period, Defendant misclassified Plaintiffs as subject to the limited overtime exemption set forth in FLSA Section 207(k).

23. During the relevant period, because Defendant misclassified Plaintiffs as subject to the limited overtime exemption set forth in FLSA Section 207(k), Defendants failed to pay Plaintiffs their earned and FLSA and Maryland law required premium overtime wages at the rate of one and one-half times Plaintiffs' regular hourly rate for all overtime Plaintiffs worked each week exceeding forty (40) hours.

24. During the relevant period, Defendant required Plaintiffs to use their own money to purchase work specific clothing, gear, and protective equipment designed specifically and uniquely for Plaintiffs' performance firefighter and EMS employment duties for Defendant's primary benefit.

25. During the relevant period, Defendant had actual knowledge that Plaintiffs used their own money to purchase work specific clothing, gear, and protective equipment designed specifically and uniquely for Plaintiffs' performance firefighter and EMS employment duties for Defendant's primary benefit.

26. During the relevant period, Defendant failed to reimburse the money Plaintiffs paid from their personal funds to purchase work specific clothing, gear, and protective equipment designed specifically and uniquely for Plaintiffs' performance firefighter and EMS employment duties for Defendant's primary benefit.

27. Defendant's failure to pay or reimburse the money Plaintiffs paid from their personal funds to purchase work specific clothing, gear, and protective equipment designed specifically and uniquely for Plaintiffs' performance firefighter and EMS employment duties for Defendant's primary benefit constitutes an unlawful wage deduction or kickback and unlawfully reduced or denied Plaintiffs full payment of overtime and earned wages promised and owed for employment duties performed for Defendant's primary benefit.

28. As a direct result of Defendant's failure to pay Plaintiffs overtime wages at the time-and-one-half rate for all overtime worked each week exceeding forty (40) hours and Defendant's unlawful taking of wage deductions and kickbacks from Plaintiffs, during the relevant period, Defendant failed to fully and timely pay Plaintiffs all earned wages due each pay period.

29. On information and belief, prior to or during the relevant period, Defendant learned it misclassify Plaintiffs as subject to the limited overtime exemption set forth in FLSA Section 207(k), and in so learning, knew or reasonably should have known the rate and method by which Defendant was or continued to pay Plaintiffs for overtime worked exceeding forty (40) hours per week was in direct violation the FLSA and Maryland overtime requirements, and that its past or ongoing failure to pay Plaintiffs overtime at the time-and-one-half rate for all overtime worked each week exceeding forty (40) hours as required by the FLSA and Maryland law was unlawful and in direct violation of the FLSA and Maryland law.

30. On information and belief, Defendant's failure to fully and timely pay Plaintiff earned wages as herein alleged in violation of the MWPCCL was perpetrated by Defendant willfully and knowingly and was not the product of good faith mistake or a *bona fide* dispute.

CAUSES OF ACTION

COUNT I
FLSA

31. Plaintiffs reassert and incorporate by reference all paragraphs set forth above as if restated herein.

32. During the relevant period, Defendant qualified Plaintiffs' "employer" subject to the requirements of the FLSA.

33. As a result of the above alleged practices, during the relevant period, Defendant violated the FLSA by failing to pay Plaintiffs at the time-and-one-half premium overtime rate each week for all overtime Plaintiffs worked exceeding forty (40) hours.

34. Defendant owes Plaintiffs earned and unpaid overtime premium wages for all overtime Plaintiffs worked exceeding forty (40) hours per week during the relevant period for which Defendant failed to pay Plaintiffs at the FLSA required time-and-one-half overtime premium rate.

35. On information and belief, prior to and during the relevant period, Defendant had actual or constructive knowledge that the rate and method by which Defendant paid Plaintiffs for overtime worked exceeding forty (40) hours per week during the relevant period was in direct violation of the FLSA overtime compensation requirements.

36. On information and belief, Defendant's failure to compensate Plaintiffs during the relevant period as required by the FLSA was not the product of good faith.

37. On information and belief, Defendant's failure to compensate Plaintiffs during the relevant period as required by the FLSA was perpetrated by Defendant willfully, intentionally, or at least recklessly.

COUNT II
MWHL

38. Plaintiffs reassert and incorporate by reference all paragraphs set forth above as if restated herein.

39. During the relevant period, Defendant qualified Plaintiffs' "employer" subject to the requirements of the MWHL.

40. As a result of the above alleged practices, during the relevant period, Defendant violated the MWHL by failing to pay Plaintiffs at the time-and-one-half premium overtime rate each week for all overtime Plaintiffs worked exceeding forty (40) hours.

41. Defendant owes Plaintiffs earned and unpaid overtime premium wages for all overtime Plaintiffs worked exceeding forty (40) hours per week during the relevant period for which Defendant failed to pay Plaintiffs at the MWHL required time-and-one-half overtime premium rate.

42. On information and belief, prior to and during the relevant period, Defendant had actual or constructive knowledge that the rate and method by which Defendant paid Plaintiffs for overtime worked exceeding forty (40) hours per week during the relevant period was in direct violation of the MWHL overtime compensation requirements.

43. On information and belief, Defendant's failure to compensate Plaintiffs during the relevant period as required by the MWHL was not the product of good faith.

COUNT III
MWPCL

44. Plaintiffs reassert and incorporate by reference all paragraphs set forth above as if restated herein.

45. During the relevant period, Defendant qualified Plaintiffs' "employer" subject to the requirements of the MWPCL.

46. As a result of Defendant's failure to pay Plaintiffs overtime wages at the time-and-one-half rate for all overtime worked each week exceeding forty (40) hours, during the relevant period, Defendant failed to fully and timely pay Plaintiffs all earned wages due each pay period.

47. As a direct result of Defendant's unlawful taking of wage deductions and kickbacks from Plaintiffs, during the relevant period, Defendant failed to fully and timely pay Plaintiffs all earned wages due each pay period.

48. Defendant owes Plaintiffs earned unpaid overtime premium wages for overtime Plaintiffs worked exceeding forty (40) hours per week during the relevant period.

49. Defendant owes Plaintiff earned and unlawfully withheld and unreimbursed deductions or kickbacks taken from Plaintiffs during the relevant period.

50. On information and belief, Defendant's failure to fully and timely pay Plaintiffs all earned wages due each pay period during the relevant period as herein alleged was not the product of Defendant's good faith.

51. On information and belief, Defendant's failure to fully and timely pay Plaintiffs all earned wages due each pay period during the relevant period as herein alleged was perpetrated by Defendant knowingly, willfully, and intentionally.

52. On information and belief, Defendant's failure to fully and timely pay Plaintiffs all earned wages due each pay period during the relevant period as herein alleged was not the product of Defendant's good faith or a *bona fide* dispute.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

- a) An order finding that Defendant violated Plaintiffs' wage payment rights under the FLSA, MWHL, and the MWPCCL;
- b) An order finding Defendant's violations of Plaintiffs' wage payment rights under the FLSA, MWHL, and MWPCCL was not the product of good faith;
- c) An order finding Defendant's violations of Plaintiffs' wage payment rights under the FLSA, MWHL, and MWPCCL was perpetrated by Defendant willfully, intentionally, or at least recklessly;
- d) An order finding Defendant's violation of Plaintiffs' wage payment rights under the FLSA, MWHL, and MWPCCL was not the product of Defendant's good faith or a *bona fide* dispute.
- e) Judgment against Defendant and in favor of Plaintiffs equal the full amount of each individual's earned and unpaid overtime premium wages due and owing for overtime worked exceeding forty (40) hours per week during the relevant period.
- f) Judgment against Defendant and in favor of Plaintiffs equal to the full amount of each individual's unreimbursed kickbacks or withholdings for out-of-pocket costs and expenses for Defendant's primary benefit during the relevant period.

- g) An award against Defendant and in favor of Plaintiffs in the full amount of all available liquidated damages and penalties as provided under the FLSA, MWHL, and MWPCL;
- h) An award in the amount of all costs and attorneys' fees incurred in successfully prosecuting Plaintiffs' FLSA, MWHL, and MWPCL claims in an amount to be determined by post-judgment petition; and
- i) Such further relief as the Court deems just and equitable.

Dated: April 3, 2025

Respectfully submitted,

ZIPIN, AMSTER & GREENBERG, LLC

/s/ Gregg C. Greenberg

Gregg C. Greenberg

Maryland Federal Bar No. 17291

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