

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

**ESVIN CARIAS, SERGIO FLORES
GRAJALES, MARCO ANTONIO
HERNANDEZ SALDAÑA, DANIEL
HERRERA REYES, and VICTOR HUGO
VELASCO MONTOYA,**

c/o Murphy Anderson PLLC
1401 K Street NW, Suite 300
Washington, DC 20005,

Plaintiffs,

v.

LONG FENCE COMPANY, INC.,
8545 Edgeworth Drive
Capitol Heights, MD 20743,

c/o Michael J. Ritter, Jr.
1910 Betson Court
Odenton, MD 21113,

and

E&J GENERAL CONSTRUCTION INC.,
1919 Plyers Mill Rd.
Silver Spring, MD 20902,

Defendants.

Civil Action No. 24-cv-01380

Complaint for Unpaid Wages

COMPLAINT FOR UNPAID WAGES

1. Plaintiffs Esvin Carias, Sergio Flores Grajales, Marco Antonio Hernandez Saldaña, Daniel Herrera Reyes, and Victor Hugo Velasco Montoya (“Plaintiffs”) bring this action against their current or former employers, Long Fence Company, Inc. (“Long Fence”) and E&J General Construction Inc. (“E&J”) (collectively, “Defendants”).

2. Plaintiffs are construction workers who work or worked for Defendants Long Fence and E&J at Long Fence facilities and/or residential construction worksites in Maryland and the District of Columbia. Plaintiffs also periodically worked nightshifts for Defendants, erecting security fences at the United States Capitol Building in Washington, DC.

3. E&J, and Long Fence through its business relations with E&J, shorted Plaintiffs of the required overtime rates for their work over 40 hours in a workweek, failed to pay them the Maryland and/or DC minimum wage, and misclassified them as independent contractors despite controlling all aspects of their work. In addition, when Plaintiffs worked at the U.S. Capitol, Defendants failed to pay them an overtime premium for their work over 40 hours in a workweek. On the occasions that Plaintiffs worked at the Capitol erecting and/or removing security fences, this work most often occurred after Plaintiffs completed a full shift at Long Fence, thereby causing Plaintiffs to work over 12 hours in a day.

4. Federal, State, and District laws require employers to pay overtime rates to employees when they work more than 40 hours in a workweek, to properly classify employees, to pay employees for all time worked, and to pay the minimum wage. Defendants flouted these laws, seeking to maximize profits by falsely treating Plaintiffs as independent contractors and depriving them of the wages they were legally entitled to receive.

5. Specifically, Defendants knowingly violated applicable wage-and-hour laws by: (a) failing to pay Plaintiffs overtime; (b) misclassifying them as independent contractors, despite controlling all aspects of their work; and (c) failing to pay minimum wages.

6. Plaintiffs individually seek to recover unpaid wages and overtime compensation, damages, declaratory and injunctive relief, pre- and post- judgment interest, and attorneys' fees and costs pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA"); the

Maryland Workplace Fraud Act, Md. Code, Lab. & Empl. §§ 3-901 *et seq.* (“MWFA”); the Maryland Wage and Hour Law, Md. Code, Lab. & Empl. §§ 3-401 *et seq.* (“MWHL”); the Maryland Wage Payment and Collection Law, Md. Code, Lab. & Empl. §§ 3-501 *et seq.* (“MWPCL”) (collectively, the “Maryland Wage Laws”); the DC Minimum Wage Revision Act, DC Code §§ 32-1001 *et seq.* (“DCMWA”); the DC Wage Payment and Collection Law, DC Code §§ 32-1301 *et seq.* (“DCWPCL”); and the DC Workplace Fraud Act, DC Code §§ 32-1331.01–15 (“DCWFA”) (collectively, the “DC Wage Laws”).

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 because this is a civil action arising under the FLSA.

8. This Court has supplemental jurisdiction over Plaintiffs’ claims arising under the Maryland Wage Laws and DC Wage Laws pursuant to 28 U.S.C. § 1367(a) and Article III, Section 2 of the United States Constitution because Plaintiffs’ State-law claims are so closely related to their claims under the FLSA that they form part of the same case or controversy.

9. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District.

PARTIES

10. Plaintiff Esvin Carias is a resident of the State of Maryland. He has worked for Defendants since July 2019, performing construction work in Maryland and the District of Columbia. He currently works for Defendants.

11. Plaintiff Sergio Flores Grajales is a resident of the State of Maryland. He worked for Defendants from October 2021 through October 2023, performing construction work in Maryland and the District of Columbia. He formerly worked for Defendants.

12. Plaintiff Marco Antonio Hernandez Saldaña is a resident of the State of Maryland. He has worked for Defendants for six years, performing construction work in Maryland and the District of Columbia. He currently works for Defendants.

13. Plaintiff Daniel Herrera Reyes is a resident of the State of Maryland. He has worked for Defendants since July 2020, performing construction work in Maryland and the District of Columbia. He currently works for Defendants.

14. Plaintiff Victor Hugo Velasco Montoya is a resident of the State of Maryland. He has worked for Defendants for upwards of 18 months, performing construction work in Maryland and the District of Columbia. He currently works for Defendants.

15. Defendant Long Fence is a District of Columbia corporation with its principal place of business located at 8545 Edgeworth Dr., Capitol Heights, Maryland 20743 (the “Capitol Heights Facility”). At all times relevant to this dispute, Long Fence has been an enterprise engaged in commerce or the production of goods and/or handling, selling, or otherwise working on goods or materials that have been moved or produced in commerce and was an employer within the meaning of the FLSA and applicable Maryland Wage Laws and DC Wage Laws.

16. Defendant E&J is a Maryland corporation with its principal place of business located at 1919 Plyers Mill Rd., Silver Spring, Maryland 20902. At all times relevant to this dispute, E&J has been an enterprise engaged in commerce or the production of goods and/or handling, selling, or otherwise working on goods or materials that have been moved or produced in commerce and was an employer within the meaning of the FLSA and applicable Maryland Wage Laws and DC Wage Laws. At all times relevant to this dispute, E&J has been a subcontractor of Long Fence.

FACTUAL BACKGROUND

17. Defendant Long Fence is the general contractor responsible for all work performed by Plaintiffs at its facilities and at the residences to which it sends Plaintiffs to perform residential construction throughout Maryland and in the District of Columbia.

18. Long Fence subcontracts some of its construction work to E&J.

19. E&J hired Plaintiffs to work on Long Fence projects pursuant to the contracts between Defendants. For the entire time each Plaintiff has worked for E&J, he has worked exclusively at either Long Fence's facilities, such as the Capitol Heights Facility, or on Long Fence projects at job sites selected and assigned by Long Fence, working alongside Long Fence employees.

20. While working on Long Fence projects, whether at a Long Fence facility or other job sites, Plaintiffs perform and/or performed the same work as that performed by Long Fence's own employees. Plaintiffs, at all relevant times, have been supervised by Long Fence employees, have performed work according to construction plans designed and supplied to them by Long Fence, have used Long Fence's tools and materials, and have worn or been issued Long Fence-branded clothing.

21. At all times relevant to this dispute, E&J has paid Plaintiffs a purported weekly rate ranging from \$480 to \$660. The purported weekly rate is not sufficient to account for overtime pay for hours worked over 40 in a workweek. Plaintiffs never received overtime wages for their hours over 40 in a workweek.

22. Plaintiffs were paid via paychecks issued by E&J, but occasionally the paychecks were delivered to them by a Long Fence employee. Sometimes, E&J paid Plaintiffs in cash.

23. No deductions were made from Plaintiffs' paychecks for income tax, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act (FUTA), or other State and federal payroll taxes.

24. At all times relevant to this dispute, Defendants misclassified Plaintiffs as independent contractors, despite the fact that Defendants controlled all aspects of their work, including directly supervising their work, setting their schedules, assigning their work tasks, providing the tools and materials necessary to complete the work, and imposing the policies that Plaintiffs were required to follow. To the extent that E&J instructed the workers, it was understood that E&J was passing on instructions and guidance from Long Fence.

25. Plaintiffs collectively complained several times about not being paid overtime for their work, to both E&J and Long Fence personnel, but no changes were made to Defendants' pay practices. Instead, Plaintiffs were met with anger. Their E&J supervisor, Jaime Raul, told them E&J could not pay them more because Long Fence did not want to pay E&J more for their work.

Fencing Work at Long Fence Facilities

26. At all times relevant to this dispute, Plaintiffs Carias and Hernandez have performed fencing construction work at the Capitol Heights Facility.

27. Plaintiffs Carias and Hernandez are supervised by a Long Fence supervisor.

28. Plaintiffs Carias and Hernandez have a regular schedule of Monday through Friday 5:30 a.m. to 4:00 p.m. or 5:00 p.m. with a 30–45-minute lunch break.

29. Between April and October of each year, Plaintiffs Carias and Hernandez work shifts from 6:00 a.m. to 12:00 p.m. every Saturday.

30. At all times relevant to this dispute, E&J has paid Plaintiff Carias \$660 per week and has paid Plaintiff Hernandez \$600 per week for over 40 hours of work.

31. Occasionally, Plaintiff Velasco performs fencing construction work at the Capitol Heights Facility, subject to the same conditions of employment as Plaintiffs Carias and Hernandez. On these occasions, E&J pays him \$500 per week, which is less than his usual rate, without explanation for the reduction, for over 40 hours of work.

Residential Construction Work in Maryland and DC

32. At all times relevant to this dispute, Plaintiffs Flores, Herrera, and Velasco have performed residential construction work at job sites in Maryland and the District of Columbia.

33. Plaintiffs Flores, Herrera, and Velasco report and/or reported to the Capitol Heights Facility at a time dictated and monitored by Long Fence. Long Fence assigns them to job sites and transports them to those job sites with Long Fence supervisors and employees to perform construction work. At the end of the day, Long Fence transports them back to the Capitol Heights Facility.

34. Plaintiffs Flores, Herrera, and Velasco regularly work and/or worked from 6:00 a.m. or 6:30 a.m. to 4:00 p.m. or 5:00 p.m. Monday through Friday, with a 30–45-minute break for lunch.

35. Between April and October of each year, Plaintiffs Flores, Herrera, and Velasco work and/or worked shifts from 6:00 a.m. to 12:00 p.m. or 3:00 p.m. every Saturday, depending on the amount of work on a given job site.

36. At all times relevant to this dispute, Long Fence has supervised all of Plaintiffs' work on the residential job sites.

37. At all times relevant to this dispute, E&J has paid Plaintiff Herrera \$650 per week for over 40 hours of work.

38. For the first six months that Plaintiff Velasco worked for Defendants, E&J paid him \$480 per week. As of about one year ago through the present, E&J has paid Plaintiff Velasco \$600 per week for over 40 hours of work.

39. At all times relevant to this dispute, Plaintiff Flores was paid \$600 per week when he worked over 40 hours Monday through Friday, and \$650 per week when he worked extra hours on Saturdays.

The Capitol Project

40. During the period of May 2022 through September 2023, Plaintiffs periodically worked on a special project for Defendants after completing their regular shifts of 9–10 hours, placing security barriers at the United States Capitol Building in Washington, DC (the “Capitol Project”).

41. Each time Plaintiffs worked on the Capitol Project, Defendants directed them to report directly to the U.S. Capitol and instructed them to display “Long Fence” signs in their cars, or to wear Long Fence-branded clothing, in order to be permitted access to the worksite.

42. Depending on the U.S. Capitol’s schedule, Plaintiffs reported to the U.S. Capitol at either 6:30 p.m. or sometime between 10:00 p.m. and 12:00 a.m. The hours they spent working on the Capitol Project varied, ranging from 3–4 hours or 7–8 hours (or longer) per shift. When Plaintiffs worked into the later hours of the morning, they left straight from the U.S. Capitol to go directly to the Capitol Heights Facility to report for their regular shifts, without any break in between. On one occasion, Plaintiff Carias, after working his regular dayshift, worked on the Capitol Project from 8 p.m. to 8 a.m. and then reported directly to the Capitol Heights Facility for his regular dayshift after working through the night.

43. Long Fence and E&J supervised Plaintiffs' work on the Capitol Project and told Plaintiffs when to arrive at the Capitol and when they could leave, directly or through Jaime Raul.

44. Plaintiffs Carias, Flores, Hernandez, and Velasco were each paid \$150 per night of work on the Capitol Project, and Plaintiff Herrera was paid either \$200 or \$220.

45. Each time Plaintiffs worked on the Capitol Project, their nightly payments were added to their weekly wages for one total and undistinguished sum.

46. Defendants did not count the hours Plaintiffs worked on the Capitol Project toward their hours worked in the workweek for the purpose of calculating overtime wages, thereby depriving Plaintiffs of the overtime wages to which they were entitled. The hours spent on the Capitol Project were treated as separate from the rest of their work for Defendants.

COUNT I

Violation of the FLSA Overtime Compensation Provision, 29 U.S.C. § 207(a) (By All Plaintiffs Against All Defendants)

47. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

48. Section 7(a) of the FLSA requires employers to pay employees time-and-one-half overtime compensation for hours worked in excess of 40 per workweek.

49. Defendants maintained a policy against paying employees overtime wages for hours worked in excess of 40 per workweek.

50. Plaintiffs regularly worked more than 40 hours in a workweek.

51. Defendants violated the requirements of the FLSA by failing to pay Plaintiffs at the rate of time-and-one-half for all hours worked in excess of 40 in a workweek.

52. At all times material hereto, Defendants failed to maintain proper time and payroll records as required by Section 211(c) of the FLSA and failed to make legally required payments for Social Security and Medicare on behalf of Plaintiffs as mandated by the FLSA.

53. Defendants' actions were willful, as evidenced by their intentional misclassification of Plaintiffs as independent contractors despite controlling all aspects of their work and by their failure to pay Plaintiffs all wages due, including overtime for when they worked more than 40 hours in a workweek, when Defendants knew, or should have known, that such was due.

54. As a result of Defendants' intentional, willful, and unlawful acts, they are liable to Plaintiffs for all unpaid overtime wages, plus an additional equal amount as liquidated damages, pursuant to Section 216(b) of the FLSA, 29 U.S.C. § 216(b).

55. Plaintiffs are entitled to an award of their reasonable attorneys' fees and costs under 29 U.S.C. § 216(b).

COUNT II
Violation of the MWHL, Md. Code, Lab. & Empl. §§ 3-401 *et seq.*
(By All Plaintiffs Against All Defendants)

56. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

57. Plaintiffs are and/or were employees within the meaning of the MWHL and entitled to the protections of the MWHL.

58. Defendants are and/or were Plaintiffs' employers, subject to the MWHL and required to comply with its minimum wage and overtime provisions.

59. The MWHL entitles employees to be paid at least the State minimum wage for all hours worked. Beginning January 1, 2024, the Maryland minimum wage is \$15 per hour. In 2023, the Maryland minimum wage was \$13.25 per hour.

60. The MWHL entitles employees to overtime pay of at least one-and-a-half times the usual hourly wage for hours worked in excess of 40 per workweek.

61. Plaintiffs regularly worked more than 40 hours in a workweek.

62. Defendants failed to pay Plaintiffs the applicable minimum wage rate and one-and-a-half times the applicable hourly wage rate for hours worked in excess of 40 in a workweek, in violation of the MWHL's minimum wage and overtime provisions.

63. Defendants acted willfully and/or with reckless disregard of clearly applicable MWHL provisions, as evidenced by their failure to pay Plaintiffs all wages due, including overtime for when they worked more than 40 hours in a workweek, when Defendants knew, or should have known, that such was due.

64. Defendants are liable to Plaintiffs for all unpaid wages, plus liquidated damages, interest, attorneys' fees and costs, any such other relief this Court deems appropriate.

COUNT III
Violation of the MWPCCL, Md. Code, Lab. & Empl. §§ 3-501 *et seq.*
(By All Plaintiffs Against All Defendants)

65. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

66. Plaintiffs are and/or were employees within the meaning of the MWPCCL, such that Plaintiffs were entitled to its protections.

67. Defendants are and/or were employers within the meaning of the MWPCCL and subject to its requirements.

68. At all times relevant to this dispute, E&J has been a subcontractor to Long Fence and has employed Plaintiffs.

69. At all times relevant to this dispute, Long Fence was the general contractor of all work performed by E&J and, pursuant to Section 3-507.2 of the MWPCCL, jointly and severally liable for its subcontractors' violations of the MWPCCL.

70. The MWPCCL requires Defendants to pay Plaintiffs the greater of (a) the wages they were promised, (b) the "prevailing wage rate" required by State or county law, or (c) for qualifying hours, the overtime rate required pursuant to State and federal law.

71. Defendants failed or refused to timely pay Plaintiffs all wages due and their required wage rate for all hours they worked, including overtime wages for hours over 40 in a workweek.

72. Defendants violated the MWPCCL willfully, intentionally, and in bad faith.

73. Pursuant to Section 3-507.1 of the MWPCCL, Defendants are liable to Plaintiffs for three times their unpaid wages, interest, attorneys' fees, costs, and any such other relief this Court deems appropriate.

COUNT IV

**Violation of the MWFA, Md. Code, Lab. & Empl., §§ 3-901 *et seq.*
(By All Plaintiffs Against All Defendants)**

74. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

75. Defendants are and/or were "employers" of Plaintiffs within the meaning of Section 3-901 of the MWFA.

76. Plaintiffs are and/or were employed by Defendants for "construction services" within the meaning of Section 3-903 of the MWFA.

77. Section 3-903 of the MWFA prohibits employers from misclassifying employees who perform construction work as independent contractors.

78. Defendants violated the MWFA by knowingly and willfully misclassifying Plaintiffs as independent contractors instead of as employees and failing to pay them wage rates due to employees under applicable law and to deduct taxes from Plaintiffs' paychecks, even though they controlled all aspects of Plaintiffs' construction work.

79. As a result of Defendants' intentional misclassification of Plaintiffs, Plaintiffs were denied overtime pay or other benefits and protections to which they were and are entitled by law.

80. Defendants are liable to Plaintiff for unpaid wages, interest, attorneys' fees and costs, and such other and further relief this Court deems appropriate.

COUNT V

**Violation of the DCMWA Overtime Provision, DC Code, § 32-1003(c)
(By All Plaintiffs Against All Defendants)**

81. Plaintiffs repeat and reallege the foregoing paragraphs of this Complaint as if fully set forth herein.

82. At all times relevant to this dispute, E&J has been a subcontractor to Long Fence and has employed Plaintiffs.

83. Defendant Long Fence was the general contractor for all of Plaintiffs' work and is therefore jointly and severally liable to Plaintiffs for Defendant E&J's violations of the DCMWA, pursuant to DC Code § 32-1012(c).

84. Defendants had an obligation to provide overtime pay to Plaintiffs for hours worked over 40 in a workweek based on their promised rate and/or the DC minimum wage rate.

85. Plaintiffs regularly worked in excess of 40 hours per week.

86. Defendants failed to pay Plaintiffs at overtime rates for hours worked over 40 in a workweek, thereby violating the DCMWA.

87. Defendants' violations of the DCMWA were willful in that they knew or should have known that the hours worked on the Capitol Project counted toward Plaintiffs' hours worked in a workweek and that the flat rate was insufficient to provide Plaintiffs with overtime pay for hours worked over 40 in a workweek at either the promised rate or the DC minimum wage rate.

88. Defendants are liable, jointly and severally, to Plaintiffs under this Count for unpaid overtime wages in such an amount to be proven at trial, plus statutorily available damages equal to three (3) times the amount of unpaid overtime wages, interest (both pre- and post-judgment), attorneys' fees, costs, and any other and further relief this Court deems appropriate.

COUNT VI

**Violation of the DCMWA Minimum Wage Provision, DC Code § 32-1003(a)
(By Plaintiffs Flores, Herrera, and Velasco against All Defendants)**

89. Plaintiffs repeat and reallege the foregoing paragraphs of this Complaint as if fully set forth herein.

90. Defendants had and continue to have an obligation to pay DC's minimum wage rate to Plaintiffs Flores, Herrera, and Velasco for all residential construction work performed at DC job sites. As of July 1, 2024, D.C. minimum wage is \$17.50 per hour. From July 1, 2023 to June 30, 2024, it was \$17.00 per hour. From July 1, 2022 to June 20, 2023, it was \$16.10 per hour.

91. Defendants failed to pay DC's minimum wage rate to Plaintiffs Flores, Herrera, and Velasco when they performed residential construction work at DC residences.

92. Defendants' violations of the DCMWA were willful in that Defendants knew or should have known that the purported weekly rate paid to Plaintiffs was insufficient to compensate them at the DC minimum wage rate for all hours worked at DC residences.

93. Defendants are liable, jointly and severally, to Plaintiffs under this Count for unpaid minimum wages in such an amount to be proven at trial, plus statutorily available damages equal to three (3) times the amount of unpaid minimum wages, interest (both pre- and post-judgment), attorneys' fees, costs, and any further relief this Court deems appropriate.

COUNT VII

**Violation of DC Paycheck Laws, DC Code § 32-1008(b)-(c)
(By All Plaintiffs Against All Defendants)**

94. Plaintiffs repeat and reallege the foregoing paragraphs of this Complaint as fully set forth herein.

95. The Wage Theft Prevention Amendment Act of 2014 (the "Act") requires employers to "furnish to each employee at the time of hiring . . . a written notice" containing "(1) the name of the employer . . . ; (2) the physical address of the employer's main office . . . ; (3) the

telephone number of the employer; (4) the employee's rate of pay and the basis of that rate, including . . . the applicable prevailing wages; (5) the employee's regular payday . . . ; and (6) any such other information as the Mayor considers material and necessary."

96. The Act further requires that employers include specific information on paystubs issued to employees, including the number of hours that each employee worked in a pay period.

97. Defendants did not provide Plaintiffs any notice disclosing the statutorily required information.

98. Defendants did not provide Plaintiffs with paystubs that accurately reflected the hours worked.

99. Defendants' actions were willful in failing to disclose the statutorily required information.

100. Defendants are liable, jointly and severally, to Plaintiffs for statutory penalties for each failure to provide the written notice required by the Act, attorneys' fees, costs, and other legal or equitable relief as may be appropriate.

COUNT VII
Violation of DC Misclassification Laws, DC Code § 32-1331.04
(By All Plaintiffs Against All Defendants)

101. Plaintiffs repeat and reallege the foregoing paragraphs of this Complaint as if fully set forth herein.

102. Section 32-1331.04 of the DCWFA prohibits employers in the construction industry from improperly classifying employees as independent contractors.

103. At all times relevant to this dispute, Defendants misclassified Plaintiffs as independent contractors when they were in fact employees.

104. Defendants violated the DCWFA by improperly classifying Plaintiffs as independent contractors, rather than as employees.

105. Each time Defendants paid Plaintiffs as independent contractors rather than employees for their work on the Capitol Project and/or residential construction worksites in DC constitutes a separate violation of the DCWFA.

106. Defendants are liable to Plaintiffs for the wages, salary, employment benefits, and other compensation denied or lost to them by reason of the violations; compensatory damages; treble damages for lost wages or benefits; an additional \$500 for each violation; reasonable attorneys' fees and litigation costs; and any other relief this Court deems appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

1. Grant judgment against Defendants, jointly and severally, in favor of each Plaintiff in the amount of each Plaintiff's unpaid wages, plus an equal amount in liquidated damages, pursuant to 29 U.S.C. § 216(b);

2. Grant judgment against Defendants, jointly and severally, in favor of each Plaintiff in the amount of each Plaintiff's unpaid wages and benefits, double or triple unpaid wages and benefits in liquidated damages, and reasonable attorneys' fees and costs, pursuant to the Maryland Wage Laws;

3. Grant judgment against Defendants, jointly and severally, and in favor of each Plaintiff for each Plaintiff's unpaid wages and benefits, three times unpaid wages and benefits in liquidated damages, \$500 for each violation of the DCWFA, and reasonable attorneys' fees and costs, all pursuant to the DC Wage Laws;

4. Award Plaintiffs liquidated and compensatory damages to the fullest extent permitted under the law;

5. Award Plaintiffs litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the law;
6. Award Plaintiffs prejudgment interest at the legal rate from the date of violations until judgment, and post-judgment interest at the legal rate thereafter;
7. Award such other relief as this Court deems just and proper.

Dated: May 10, 2024

Respectfully submitted,

/s/ Mark Hanna

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