

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA  
(CIVIL ACTIONS BRANCH)

JOSE BARRERA-AGUIRRE  
c/o Handley & Anderson PLLC  
718 7<sup>th</sup> Street NW  
Washington, DC 20001

GERMAN DIAZ  
c/o Handley & Anderson PLLC  
718 7<sup>th</sup> Street NW  
Washington, DC 20001

EDWIN MARIN  
c/o Handley & Anderson PLLC  
718 7<sup>th</sup> Street NW  
Washington, DC 20001

*Plaintiffs,*

v.

FOULGER-PRATT, LLC  
12435 Park Potomac Ave.  
Suite 200  
Potomac, MD 20854  
Service at: CSC-LAWYERS INCORPORATING SERVICE  
COMPANY  
7 ST. PAUL STREET  
SUITE 820  
BALTIMORE MD 21202

MANGANARO MIDATLANTIC, LLC  
6405-D Ammendale Road  
Beltsville, MD 20705  
Service at: CSC-LAWYERS INCORPORATING SERVICE  
COMPANY  
7 ST. PAUL STREET  
SUITE 820  
BALTIMORE MD 21202

GENESIS CONTRACTORS LLC  
3406 Dodge Park Rd  
Suite T-2

Civil Action No.:

2018 CA 005406 B

Hyattsville, MD 20785

*Defendants.*

---

**COLLECTIVE ACTION COMPLAINT**

1. This is a collective action for unpaid wages and unpaid overtime under District of Columbia law.

**JURISDICTION**

2. This Court has jurisdiction over this claim and venue is proper because Defendants regularly conduct business in the District of Columbia and because a substantial part of the events giving rise to Plaintiffs' claims occurred in the District of Columbia.

**PARTIES**

3. Plaintiffs Jose Barrera-Aguirre, Edwin Marin and German Diaz are individuals who work and who have worked as construction workers. Each was formerly employed by Defendants and agents and subcontractors of Defendants as construction workers in the District of Columbia.

4. Defendant Foulger-Pratt LLC ("Foulger-Pratt") is a Maryland corporation. Foulger-Pratt is a real estate development firm with projects throughout the Washington, DC metro area.

5. Defendant Manganaro Mid-Atlantic ("Manganaro") is a Maryland corporation. Manganaro is a subcontracting firm specializing in masonry, drywall, acoustical ceiling work, concrete, and masonry restoration in commercial buildings throughout the mid-Atlantic region. During all relevant times to this complaint, Manganaro was a subcontractor of Foulger-Pratt.

6. Defendant Genesis Contractors LLC (“Genesis”) is a Maryland corporation. Genesis specializes in construction work in the District of Columbia. During all relevant times to this complaint, Genesis was a subcontractor of Manganaro and Foulger-Pratt.

### **FACTUAL ALLEGATIONS**

7. During a period that included approximately March 2016 through approximately October 2016 Plaintiffs and similarly situated individuals performed construction work for Defendants at a residential project known as The Modern at Art Place, located at 400 Galloway Street, NE in Washington, DC (the “Project”).

8. Defendant Foulger-Pratt was the General Contractor for the project.

9. Defendant Manganaro was a subcontractor of Foulger-Pratt. It, in turn hired subcontractor Genesis.

10. Each Defendant was an employer of each Plaintiff and similarly-situated individuals. The employer-employee relationship existed because each Defendant either directly controlled the work of each Plaintiff, including by assigning work tasks to each Plaintiff and by setting each Plaintiff’s hours or, alternatively, each Plaintiff’s work was controlled by a subcontractor of each Defendant which controlled the work of each Plaintiff, including by assigning work tasks to each Plaintiff and by setting each Plaintiff’s hours. To the extent that any Defendant is not liable as a direct and conventional common law employer of any Plaintiff, such Defendant is liable because a subcontractor of such Defendant was an employer of such Plaintiff.

11. While employed by Defendants at the Project, Plaintiffs and similarly situated individuals regularly worked in excess of forty hours per week but were not paid at the time and a half overtime rate for such overtime work.

12. For some of the weeks Plaintiffs and other similarly situated individuals were employed at the Project, Defendants failed to pay them anything.

**COLLECTIVE ACTION ALLEGATIONS**

13. This action is maintainable as an opt-in collective action pursuant to DC Code § 32-1308.

14. Plaintiffs brings their claims on their own behalf and on behalf of all past and present non-exempt employees of Defendants working on the Project who, while working for Defendants, were not paid for all hours worked and were not paid one and one-half times their regular rate of pay for those hours worked in excess of forty in any one workweek.

15. Plaintiffs hereby consent to be Plaintiffs in this action

**JURY DEMAND**

16. Plaintiff demands a jury trial for each of his claims with respect to which he is entitled to a jury trial.

**CAUSES OF ACTION**

**COUNT I  
VIOLATION OF D.C. MINIMUM WAGE LAW**

17. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

18. D.C. Code § 32-1003(c) provides that “[n]o employer shall employ any employee for a workweek that is longer than 40 hours, unless the employee receives compensation for employment in excess of 40 hours at a rate not less than 1 1/2 times the regular rate at which the employee is employed.”

19. Plaintiffs were “employees,” and each and all Defendants were their “employers” as defined by D.C. Code § 32-1002.

20. Defendants violated the District of Columbia’s minimum wage law by knowingly failing to compensate Plaintiffs at the rate of time-and-one-half his regular hourly rate for every hour worked in excess of forty hours in any one workweek.

21. Defendants’ violations of the District of Columbia’s minimum wage law were repeated, knowing, willful, and intentional.

22. WHEREFORE, Defendants are liable to Plaintiffs for all unpaid overtime wages, plus treble that amount in liquidated damages (or such greater amount as may be authorized by law), interest (both pre-and post-judgment), attorneys’ fees, litigation costs, and any other and further relief this Court deems appropriate.

**COUNT II  
FAILURE TO TIMELY PAY WAGES**

23. Plaintiffs re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

24. D.C. Code § 32-1303 provides that “[w]henver an employer discharges an employee, the employer shall pay the employee’s wages” within four days and that “[w]henver an employee ... quits or resigns, the employer shall pay the employee’s wages due upon the next regular payday or within 7 days from the date of quitting or resigning, whichever is earlier.”

25. D.C. Code § 32-1301(3) defines wages to include, inter alia, an “overtime premium.”

26. Plaintiffs were “employees,” and each and all Defendants were their “employers” as defined by D.C. Code § 32–1301.

27. D.C. Code § 32–1303(5) further provides that “[a] subcontractor, including any intermediate subcontractor, and the general contractor shall be jointly and severally liable to the subcontractor’s employees for the subcontractor’s violations . . . .”

28. Because of their failure to pay overtime and failure to pay for certain weeks of work Defendants failed to timely pay Plaintiffs wages owed.

29. Defendants’ failure to make such payments was repeated, knowing, willful, and intentional.

30. WHEREFORE, Defendants are liable to Plaintiffs for all unpaid minimum wages, plus treble that amount in liquidated damages (or such greater amount as may be authorized by law), interest (both pre-and post-judgment), attorneys’ fees, litigation costs, and any other and further relief this Court deems appropriate.

#### **DEMAND FOR JUDGMENT**

Wherefore, Plaintiffs demand judgment and relief as follows:

- a. Injunctive relief to enjoin Defendants from further violations of labor laws.
- b. Monetary damages, including liquidated damages, in an amount in excess of \$10,000, to be proven;
- c. An award of attorneys’ fees and litigation expenses, as authorized by D.C. Code § 32-1308 and any other applicable law; and
- d. Such other relief that the Court deems just and proper.

Dated: July 30, 2018

Respectfully submitted,

/s/Matthew B. Kaplan

Matthew K. Handley  
DC Bar No. 489946  
Handley & Anderson PLLC  
718 7<sup>th</sup> Street, NW  
Washington, DC 20001  
Telephone: 202-559-2411  
email: mhandley@hajustice.com

Matthew B. Kaplan  
D.C. Bar No. 484760  
The Kaplan Law Firm  
1100 N. Glebe Rd.  
Suite 1010  
Arlington, VA 22201  
Telephone: (703) 665-9529  
Email: mbkaplan@thekaplanlawfirm.com

*Attorneys for Plaintiffs*