

**IN THE U.S. DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

**Amos "Cedric" Benning, Jr.** \*  
**8916 Saint Mary's Street**  
**Baltimore, Maryland 21207** \*

**Jermaine Melvin** \*  
**3817 Monument Circle**  
**Apartment 3 C** \*  
**Abingdon, Maryland 21009** \*

**Marcus Mason** \*  
**2536 Druid Hill Avenue**  
**Baltimore, Maryland 21217** \*

**Dwayne Miles** \*  
**5721 Willowtown Avenue**  
**Baltimore, Maryland 21239** \*

**Valerie Hall-Butler** \*  
**2695 Wilkens Avenue**  
**Baltimore, Maryland 21223** \*

**Christopher Goodman** \*  
**3002 Harford Road**  
**Baltimore, Maryland 21218** \*

**Camrie Hilton** \*  
**101 N. Schroeder Street**  
**Baltimore, Maryland 21223** \*

**Asim Amin** \*  
**3708 Chatham Road**  
**Baltimore, Maryland 21215** \*

**Plaintiffs**

**v.** \* **Case No. \_\_\_\_\_**  
**LTYC Arts Core, Inc.** \* **JURY TRIAL REQUESTED**  
**(f/k/a Leaders of Tomorrow Youth**  
**Center, Inc.)** \*  
**1120 North Charles Street**  
**Suite 500** \*  
**Baltimore, Maryland 21201** \*

<b>LTYC, Inc.</b>	*
<b>1120 N. Charles Street</b>	*
<b>Suite 500</b>	*
<b>Baltimore, Maryland 21201</b>	*
<b>LTYC Arts, LLC</b>	*
<b>1120 N. Charles Street</b>	*
<b>Suite 500</b>	*
<b>Baltimore, Maryland 21201</b>	*
<b>Dermell M. Brunson</b>	*
<b>414 Light Street</b>	*
<b>Apartment #2903</b>	*
<b>Baltimore, Maryland 21202</b>	*
<b>Baltimore City</b>	*
<b>Board of School Commissioners</b>	*
<b>200 East North Avenue</b>	*
<b>Room 208</b>	*
<b>Baltimore, Maryland 21202</b>	*
<b>Defendants</b>	*
	/

## COMPLAINT

Plaintiffs Amos “Cedric” Benning, Jr. (“Benning”), Jermaine Melvin (“Melvin”), Marcus Mason (“Mason”), Dwayne Miles (“Miles”), Valerie Hall-Butler (“Hall-Butler”), Christopher Goodman (“Goodman”), Camrie Hilton (“Hilton”), and Asim Amin (“Amin”) (collectively, the “Plaintiffs”), by and through their undersigned counsel, state a complaint against LTYC Arts Core Inc. (formerly known as “Leaders of Tomorrow Youth Center, Inc.”) (“LTYC Core”), LTYC, Inc. (“LTYC”), LTYC Arts, LLC (“LTYC Arts”), Dermell M. Brunson (“Brunson”), and the Baltimore City Board of School Commissioners (“BCBSC”) (collectively, the “Defendants”) pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), and supplemental state law claims under the Maryland Wage and Hour Law, Md. Code Ann., LE Art. § 3-401 *et seq* (“MWHL”), the Maryland Wage Payment and Collection Law, Md. Code Ann., LE Art. § LE 3-501 *et seq.*

(“MWPCL”), as well as common law breach of contract, and request a jury trial, as follows:

**Introduction**

1. This is an action for unpaid minimum and overtime wages, liquidated and statutory damages, and other relief provided by the FLSA, 29 U.S.C. § 201 *et seq.*, the MWHL, Md. Code Ann., LE Art. § 3-401 *et seq.*, the MWPCL, Md. Code Ann., LE Art. § 3-501 *et seq.*, and common law breach of contract.
2. In addition to the actual sums owed in unpaid minimum and overtime wages, liquidated and statutory damages pursuant to the FLSA, MWHL, and MWPCL, and damages for unlawful, retaliatory termination, Plaintiffs also seek attorneys’ fees and costs as provided under the FLSA, MWHL, and MWCPL.

**Jurisdiction and Venue**

3. This Court has subject matter/original jurisdiction over this action pursuant to 29 U.S.C. § 206 and 28 U.S.C. § 1331.
4. This Court has supplemental jurisdiction over the MWHL and MWPCL pursuant to 28 U.S.C. § 1337(a) because the minimum and overtime wage, and failure to pay wage claims asserted under the MWHL and MWPCL, as well as the common law breach of contract claims are related to the FLSA claims, insofar as they rely on the same evidence and are based on the same factual allegations as the FLSA claims, that they form part of the same case or controversy.
5. Venue and personal jurisdiction are proper pursuant to 28 U.S.C. § 1391(b), because Defendants do business within this judicial district and the events and omissions giving rise to the claims in this Complaint occurred in this judicial district.

## **Parties**

### **Defendants LTYC Arts Core Inc., LTYC, Inc., and LTYC Arts, LLC**

6. Defendant LTYC Arts Core Inc. (“LTYC Core”) is a corporation formed in the State of Maryland to provide educational services and programming to schools, after-school programs, and summer camp/school programs.

7. Defendant LTYC Arts Core Inc. was formerly known as Leaders of Tomorrow Youth Center, Inc. until it changed its name on May 10, 2023.

8. Defendant LTYC, Inc. (“LTYC”) is a corporation formed in the State of Maryland to also provide educational services and programming to schools, after-school programs, and summer camp/school programs.

9. Likewise, Defendant LTYC Arts, LLC (“LTYC Arts”) is a corporation formed in the State of Maryland to provide educational services and programming to schools, after-school programs, and summer camp/school programs.

10. Defendant Dermell M. Brunson (“Brunson” or the “Individual Defendant”) is a founder, president, owner and resident agent for Defendants LTYC Core, LTYC, and LTYC Arts (collectively, the “Corporate Defendants”) (Defendant Brunson and the Corporate Defendants are collectively, the “LTYC Defendants”).

11. Within the last three years preceding the filing of this lawsuit, Defendants LTYC Core, LTYC, and LTYC Arts have been used by Defendant Brunson to operate the LTYC business.

12. The LTYC business operates like a staffing agency for schools, after-school programs, summer camps or summer schools, by placing teachers it employs with various schools and programs in the State of Maryland.

13. The Corporate Defendants do not follow any corporate formalities, and Defendant

Brunson interchangeably refers to, uses, and contracts with these three various corporate entities as one.

14. For example, Defendants August 19, 2023 cover letter to their contract with Plaintiff Melvin states “[i]t is our pleasure to extend to you an offer for *Media Arts Instructor* with Leaders of Tomorrow Youth Center, Inc.” However, the title of the actual contract between Plaintiff Melvin and Defendants simply refers to “LTYC, Inc.” As noted above, Leaders of Tomorrow Youth Center, Inc. is *not* technically the same corporate entity as LTYC, Inc., and in fact, changed its name to LTYC Arts Core Inc. back on May 10, 2023.

15. Yet, despite the formal name change over two years ago, Defendants continue to use the outdated corporate name Leaders of Tomorrow Youth Center, Inc. or simply the abbreviation LTYC with no further distinction as to corporate entity in both contracts or communications, including in a recent July 2, 2025 memorandum to its employees informing them that “Leaders of Tomorrow Youth Center, Inc. (LTYC) will be officially dissolved effective June 30, 2025.”

16. Moreover, the Corporate Defendants appear to share a single website (ltyc.net), principal office (1120 N. Charles St., Ste. 500, Baltimore, MD 21201), and founder, president, owner and resident agent (Defendant Dermell Brunson).

17. The Corporate Defendants all perform the exact same kind of work and business - providing educational services and programming to schools, after-school programs, and summer camp/school programs by placing teachers it employs at various schools and programs.

18. There is no evidence that Defendants LTYC Core, LTYC, and LTYC Arts operate as separate and distinct corporate entities apart from each other or from the umbrella of the LTYC business.

19. Defendants LTYC Core, LTYC, and LTYC Arts constitute a single enterprise and joint

employers, and are jointly and individually liable for damages to Plaintiffs.

20. At all material times, Defendants LTYC Core, LTYC, and LTYC Arts separately and/or collectively, have had an annual gross volume of sales made or business done in an amount exceeding \$500,000.00.

21. For example, Baltimore City Public Schools had a contract with Defendants for \$4.5 million that ran from February 2023 till June 2025, and which has been extended by an additional \$3 million (for a total of \$7.5 million) to extend the contract through June 30, 2026.

22. Defendants LTYC Core, LTYC, and LTYC Arts employ at least two or more employees who are engaged in commerce, produce goods for commerce, or handle, sell or otherwise work on goods or materials that have moved in or were produced for commerce as a single enterprise under the FLSA. For instance, there are employees of the Defendant who vend at various community events in the State of Maryland, Virginia and the District of Columbia, selling Defendants' merchandise, such as shirts and hats. This merchandise is, in turn, manufactured out of state, for example, by Barrel Maker Printing in the State of Illinois.

23. There are employees of Defendants, like Plaintiff who use, in the Defendant's business, pencils, pens, crayons, markers, paint, brushes, paper, cardstock, notebooks, scissors, tape, glue, cooking ingredients, cooking equipment, make up, costumes, props, tap and dance shoes, dance poles, musical instruments, mannequins, flat irons, combs, computers, microphones, video cameras, keyboards, drums, and other audio and visual equipment that have moved in interstate commerce. There are also employees who regularly use wire and electronic means of communicating interstate.

24. Accordingly, subject matter jurisdiction exists because Plaintiffs were employed by Defendants LTYC Core, LTYC, and LTYC Arts, which are a covered single enterprise, and which

satisfies the enterprise coverage provisions under the FLSA.

25. As a covered enterprise, Defendants LTYC Core, LTYC, and LTYC Arts has at all material times been an “employer” within the meaning of the FLSA, MWHL and MWPLC.

Defendant Dermell Brunson

26. Defendant Dermell Brunson is the founder of Defendants LTYC Core, LTYC and LTYC Arts (collectively, the “Corporate Defendants”). Defendant Brunson is also the resident agent for the three Corporate Defendants, the Founder, Director and President of Defendant LTYC Core, the Director of Defendant LTYC, and upon information and belief, the President and/or Director of Defendant LTYC Arts.

27. Regardless of Defendant Brunson’s specific title in relation to each of the Corporate Defendants, he is indisputably the founder, owner and operator of the single enterprise that is the LTYC Business (Defendant Brunson and the Corporate Defendants are collectively, the “LTYC Defendants”).

28. Defendant Brunson has operational control over the Corporate Defendants and the LTYC Business, and has been actively engaged in the operation of the LTYC Business.

29. Defendant Brunson, for example, would review and sign off on every time sheet (which Defendants attempted to categorize as an “invoice”) submitted by Defendants’ employees, before they were paid their wages.

30. Defendant Brunson was the signatory on the employment contracts of Plaintiffs Benning, Melvin, and Goodman, and upon information and belief, is similarly the signatory of the employment contracts for the remaining Plaintiffs.

31. Defendant Brunson was involved in setting the policies and procedures for how employees would submit their time in order to be paid, including the format of the time sheets

and the kind of information contained therein.

32. Defendant Brunson promulgated policies and procedures regarding instructors calling out from work, and for employees quitting and/or job abandonment.

33. Defendant Brunson would issue directives on ordering inventory for the LTYC online shop.

34. Defendant Brunson would actively participate in monthly staff meetings. During these meetings he would praise the work of the instructors, including Plaintiff, tell them about upcoming events, and inform them of new initiative or projects that LTYC was intending to undertake.

35. Defendant Brunson would also provide individualized instructions to certain employees. For example, he instructed Plaintiff Hilton to instruct other administrative staff to provide an update to other employees on when payment of wages would be due.

36. Defendant Brunson promulgated and reinforced policies regarding working on weekends. For example, during a meeting before Thanksgiving 2024, Defendant Brunson instructed his employees, “I don’t know where this expectation is that we don’t work weekends, but we do.” He repeated this policy on December 2, 2024, during a team meeting held at Jimmy’s Seafood.

37. Defendant Brunson instructed Plaintiff Hilton to directly reach out to Bay-Brook Elementary/Middle School, which had become frustrated and irritated that so many of Defendants’ employees assigned to that school had called out, to offer them alternative compensation to ease discontent.

38. Defendant Brunson authorized Plaintiff Hall-Butler to expense her tolls to Defendants.

39. When Defendants’ employees, including Plaintiffs, began to collectively raise serious concerns about Defendants’ failure to pay timely wages, Defendant Brunson was directly

involved in addressing those concerns.

40. For example, during one staff meeting, Defendant Brunson was confronted by employees, including Plaintiffs Benning and Melvin, about the delay in payments and asked if the employees needed to find other jobs. Defendant Brunson addressed these concerns directly, reassuring those employees that they did not need to get other jobs, that other contracts were coming up, and reassured them that money was coming to pay their wages.

41. By way of another example, Plaintiff Benning directly texted Defendant Brunson about Defendants' failure to pay him his wages. Defendant Brunson responded, apologized for the delay, and made excuses about Defendants not getting paid by the various school districts on "[l]arge 5 figure sums," while simultaneously asking Plaintiff Benning to finish out the school year.

42. Defendant Brunson further told Plaintiff Benning "[w]e can't pay folks without being paid those large amounts. The City Schools have been catching up, which is what allowed us to make the partial payments. But they are not current and still have past due invoices. The other partners are further behind. When LTYC receives those catch-up payments, we will be turning around the instructor invoice catch up payments right away."

43. Upon information and belief, Defendant Brunson was also intimately involved in preparing the various memoranda, emails, and communications from various management personnel to his employees regarding Defendants' failure to pay wages.

44. Furthermore, upon information and belief, Defendant Brunson, as the owner and operator of the Corporate Defendants and the LTYC Business, had and still has the authority to set the wages of his employees.

45. Upon information and belief, Defendant Brunson, as the owner and operator of the

Corporate Defendants and the LTYC Business, had and still has the authority to assign employees to the schools where they would be teaching.

46. Upon information and belief, Defendant Brunson, as the owner and operator of the Corporate Defendants and the LTYC Business, has custody and control of the Corporate Defendants' business records, including the employment records of Plaintiffs, and is ultimately responsible for maintaining those records.

47. Upon information and belief, Defendant Brunson, as the owner and operator of the Corporate Defendants and the LTYC Business, has the authority and power to hire and fire employees.

48. Defendant Brunson, as the owner and operator of the Corporate Defendants and the LTYC business, received income from the Corporate Defendants and the LTYC Business, and has final authority as to all matters, including wages, employment policies and practices, work schedules, work assignments and locations, legal compliance, and the overall policies and practices of the business.

49. Defendant Brunson is and, at all material times, has been an employer within the meaning of the FLSA, 29 U.S.C. § 203(d), the MWHL, Md. Ann. Code, LE art. 3-401(b), and the MWPC, Md. Ann. Code LE art. 3-501(b). Defendant Brunson is jointly and individually liable for damages to Plaintiffs arising under the FLSA, the MWHL, and the MWPC.

Defendant Baltimore City Board of School Commissioners

50. Defendant Baltimore City Board of School Commissions ("BCBSC") is the governing body of Baltimore City Public Schools, consisting of twelve members.

51. Defendant BCBSC duties include: "Reviewing and approving the school year budget; Approving class subjects and learning materials for students; Hiring and rating the Baltimore City

Public Schools Chief Executive Officer (CEO); Recruiting, retaining, and supporting qualified employees; Engaging the community's voice for critical decision-making, [and]; Setting the vision, mission, strategic priorities, and goals for the district.”

52. One of the priorities Defendant BCBSC has set for itself is to “actively recruit, retain, and support qualified educators, administrators, and staff who are prepared to accelerate the personal growth and academic excellence of each student.”

53. To meet these duties and priorities, Defendant BCBSC contracted with companies like the LTYC Defendants to provide teachers, instructors and educators for Baltimore City Public Schools. This arrangement is no different than like any other temping or staffing agency.

54. Specifically, Baltimore City Public Schools had a contract with the LTYC Defendants for \$4.5 million that ran from February 15, 2023 till June 30, 2025, and which has been extended by an additional \$3 million (for a total of \$7.5 million) to extend the contract through June 30, 2026.

55. While the LTYC Defendants hire and pay the teachers and instructors, such as the Plaintiffs, Defendant BCBSC, by way of its control and governance of the various Baltimore City Public Schools to which Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin were assigned to work, controlled the work schedules of Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin.

56. Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin were not free to work wherever or whenever they wished, but rather, taught classes in accordance with the needs and schedules of the school to which they were assigned. The specific periods Plaintiffs Benning, Melvin, Mason, Miles, Goodman & Amin would teach were set not by the LTYC Defendants, but by Baltimore City Public Schools' school administrators.

57. Likewise, where Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin would

teach was also controlled by Baltimore City Public Schools' school administrators. The LTYC Defendants had no input into which classroom(s) Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin would teach in, which was decided instead, by school administrators.

58. Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin were similarly beholden to the calendar set by the Baltimore City Public School to which they were assigned, such as holidays, scheduled half-days, breaks, or school closures due to inclement weather.

59. Defendant BCBSC, by way of its control and governance of the various Baltimore City Public Schools to which Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin were assigned to work, controlled the work conditions of Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin, including submissions of lesson plans for approval and oversight, grades and progress reports, and reporting to school administrators. Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin were otherwise expected to follow the rules, policies and procedures of whichever school they were assigned to. Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin were treated no differently, nor had different expectations or responsibilities, than any other teachers at the school, including teachers employed directly by Baltimore City Public Schools.

60. Likewise, Defendant BCBSC, by way of its control and governance of the various Baltimore City Public Schools to which Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin were assigned to work, maintained employment records parallel to Defendant Brunson and the Corporate Defendants, by way of sign-in books that were maintained at the front desk/main office of each school, and to which teachers and instructors, including Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin, were expected to sign in and out of every day.

61. Upon information and belief, Defendant BCBSC conducted background checks on the

employees hired by the LTYC Defendants, including Plaintiffs, and Defendant BCBSC had a contractual right to refuse to allow any employee hired by the LTYC Defendants to work at a Baltimore City Public School or within the Baltimore City Public School system.

62. Therefore, Defendant BCBSC exercised sufficient direct and indirect control over the terms and conditions of the employment of Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin, such that Defendant BCBSC, Defendant LTYC Core, Defendant LTYC, Defendant LTYC Arts, and Defendant Brunson are Joint Employers under the FLSA, MWHL and MWPC and are jointly and individually liable for the unpaid wages of Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin.

63. Furthermore, Defendant BCBSC knew that Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin were not being properly paid the wages they were owed, these facts having been brought to Defendant BCBSC's attention as early as August 2025 by the press who were investigating the unpaid wages owed to Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin.

64. Defendant BCBSC is and, at all material times, has been an employer of Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin, within the meaning of the FLSA, 29 U.S.C. § 203(d), the MWHL, Md. Ann. Code, LE art. 3-401(b), and the MWPC, Md. Ann. Code LE art. 3-501(b). Defendant BCBSC is jointly and individually liable for damages to Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin arising under the FLSA, the MWHL, and the MWPC

65. Pursuant to Md. Code Courts & Judicial Proceedings § 5-518(c), a board of education in the State of Maryland may not raise the defense of sovereign immunity to any claim of \$400,000 or less.

66. Each individual Plaintiff has a claim for unpaid wages and damages of less than \$400,000.00. The State of Maryland has therefore waived the Eleventh Amendment immunity of Defendant BCBSC by way of statute (at least for claims of \$400,000 or less), and Defendant BCBSC may properly be named as Defendant in the U.S. District Court for the District of Maryland.

### **Factual Allegations**

#### **Amos “Cedric” Benning, Jr.**

67. Material to this lawsuit, Plaintiff Amos “Cedric” Benning, Jr. (“Benning”), was employed by Defendants to work as a Media Arts Instructor/Computer Science Teacher at Booker T. Washington Middle School for the 2024/2025 School Year, which runs from August 2024 through June 2025.

68. Booker T. Washington Middle School is within Baltimore City Public Schools and therefore controlled and governed by Defendant BCBSC.

69. Plaintiff Benning entered into a contract with the LTYC Defendants reflecting this arrangement on August 30, 2024.

70. As a Media Arts Instructor/Computer Science Teacher, Plaintiff Benning would instruct students on making movies, DSLR camera operation, video camera operation, video editing, graphic design, making logos, creating and printing newspapers, and creating and printing flyers for other school events such as school plays, basketball games, and trips.

71. Plaintiff Benning’s duties and responsibilities also included setting up his classroom for each day, developing lesson plans, ensuring his lesson plans were in compliance with the guidelines set by the Baltimore City Public School district, enforce school policies, submit grades, prepare and submit progress reports, collect and report quantitative data to school administrators,

create homework packages for suspended students, prepare, administer and grade quizzes and tests, attending Back-to-School night, phone calls with parents, one-on-one meetings with the parents of troubled students, and administering school discipline, including issuing suspensions.

72. Plaintiff Benning was promised an hourly rate of pay of \$37.00 per hour while teaching, and \$15.00 per hour for team meetings, orientation, professional development, and other non-teaching work hours.

73. Plaintiff Benning was also promised \$50.00 to help cover gas.

74. Plaintiff Benning was scheduled to teach five days a week, Monday through Friday.

75. Plaintiff Benning's classes would begin at 8:45 AM and end at 3:30 PM. However, he was expected to arrive around 8:30 AM and 8:35 AM to begin preparing for the day, and similarly was expected to stay until all students had left, which was typically between 3:35 PM and 3:40 PM.

76. While there was a scheduled lunch break in the day, Plaintiff Benning never had an uninterrupted lunch break, and would need to oversee and monitor the students who were eating in his classroom, and was also expected to use this time to plan and go over future lessons and classes.

77. Plaintiff Benning would therefore work approximately 7 hours per day and between 35 and 36 hours per week for teaching, excluding holidays, professional development days, half-days, breaks or school closures.

78. On one occasion, for the week beginning February 23, 2025, Plaintiff Benning worked in excess of forty (40) hours per statutory work week due to him working an after-school event until approximately 10:30 PM.

79. Plaintiff Benning was also expected to attend a team meeting, which was typically held

on the second Saturday of each month. This team meeting would run for approximately two hours, and Plaintiff Benning would similarly record two hours for these monthly team meetings.

80. Plaintiff Benning was expected to sign in and out of a notebook located at the front office of the school, although due to the business of being a teacher, he sometimes did not sign in and would instead go straight to his classroom to begin preparing for his students.

81. Plaintiff Benning would also complete a spreadsheet that contained his start and end times for the day, the total number of hours he worked, his hourly rate of pay, and the total amount that he earned for that day.

82. At the end of each month or the beginning of the following month, he would submit this spreadsheet to the LTYC Defendants, which would show the aforementioned information as well as the total wages owed to Plaintiff Benning for the month.

83. Plaintiff Benning was promised that he would be paid on the 15<sup>th</sup> day of the following month.

84. However, beginning December 2024, Defendants failed to adhere to this promise.

85. On December 15, 2024, Defendants failed to meet the promised wage payment deadline.

86. Instead, on the following day, December 16, 2024, Defendants paid Plaintiff Benning less than *half* of what he was owed for work he performed the month of November 2024.

87. Five days later, on December 20, 2024, Defendants paid Plaintiff Benning the same amount – again, less than *half*, of what he was owed for work he performed the month of November 2024. This left Defendants still owing Plaintiff Benning \$259.00 for November 2024.

88. On December 27, 2024, Defendants paid Plaintiff Benning \$50.00. This payment, however, was not to cover wages, but to help with gas expenses.

89. On January 15, 2025, Defendants yet again failed to meet the promised wage payment

deadline.

90. Instead, two days later, on January 17, 2025, Defendants paid Plaintiff Benning for the work he performed in the month of December 2024. However, this payment did not cover the remaining \$259.00 that was still owed to Plaintiff Benning for November 2024.

91. Defendants then completely failed to pay Plaintiff Benning any wages whatsoever in the month of February 2025, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of January 2025.

92. Defendants finally made a payment to Plaintiff Benning on March 5, 2025, but only approximately 1/3 of what was owed to him for work performed in January 2025.

93. The remainder of what was owed to Plaintiff Benning for work performed in January 2025 was paid two days later on March 7, 2025.

94. Notably, by March 15, 2025, Defendants failed to pay Plaintiff Benning any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of February 2025.

95. On March 28, 2025, Defendants paid approximately 1/3 of the wages that were owed to Plaintiff Benning for February 2025.

96. A second third of the wages owed for February 2025 were paid on April 2, 2025.

97. Notably, by April 15, 2025, Defendants *still* had not fully paid Plaintiff Benning for all wages owed for February 2025, and failed to pay Plaintiff Benning any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of March 2025.

98. Over a month would elapse before Defendants paid Plaintiff Benning again, on May 9, 2025, where he finally received the final third of the wages he was owed for work performed all

the way back in February 2025.

99. On May 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

100. Instead, the following day, on May 16, 2025, Defendants paid Plaintiff Benning less than half the wages he was owed for work performed in the month of March 2025. Notably, Defendants failed to pay Plaintiff Benning any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of April 2025.

101. On June 1, 2025, Defendants paid Plaintiff Benning the same amount again – less than half the wages he was owed for work performed in the month of March 2025.

102. On June 13, 2025, Defendants paid Plaintiff Benning the same amount again – finally covering the remainder of what Plaintiff Benning was owed for the month of March, and then a fraction of what was owed to him for the month of April 2025.

103. This was the last payment made by Defendants to Plaintiff Benning.

104. Plaintiff Benning was not paid the remaining wages owed to him for the month of April 2025, and received no wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the months of May 2025 and June 2025.

105. Plaintiff Benning also did not receive the overtime premium of 0.5x his regular rate for the week in February 2025 where he worked in excess of forty (40) hours per statutory work week.

Jermaine Melvin

106. Material to this lawsuit, Plaintiff Jermaine Melvin (“Melvin”), was employed by Defendants to work as a Dance Instructor at Mary E. Rodman Elementary School for the 2024/2025 School Year, which runs from August 2024 through June 2025.

107. Mary E. Roadman Elementary School is within Baltimore City Public Schools and therefore controlled and governed by Defendant BCBSC.

108. Plaintiff Melvin entered into a contract with the LTYC Defendants reflecting this arrangement on August 20, 2024.

109. As a Dance Instructor, Plaintiff Melvin would instruct students on hip-hop dance, and help them prepare for performances and school events.

110. Plaintiff Melvin's duties and responsibilities also included setting up his classroom for each day, decorating his classroom, developing lesson plans, ensuring his lesson plans were in compliance with the guidelines set by the Baltimore City Public School district, enforce school policies, submit grades, prepare and submit progress reports, prepare and send behavior reports to school administrators, phone calls with parents, and administering school discipline, including issuing suspensions.

111. Plaintiff Melvin was promised an hourly rate of pay of \$32.00 per hour while teaching, and \$15.00 per hour for team meetings, orientation, professional development, and other non-teaching work hours.

112. Plaintiff Melvin was also promised, in writing, that he would be compensated an extra hour each day he taught for travel as he had a lengthy commute.

113. Plaintiff Melvin was also promised \$50.00 to help cover gas.

114. Plaintiff Melvin was scheduled to teach five days a week, Monday through Friday.

115. Plaintiff Melvins' classes would begin at 8:45 AM and end at 3:00 PM. However, he was expected to arrive around 8:00 AM to begin preparing for the day.

116. While there was a scheduled lunch break in the day, the scheduled lunch break would overlap with his planning period, and as such, Plaintiff Melvin would typically work during his

lunch break to prepare for future lessons and classes, and would often not have an uninterrupted lunch break.

117. Plaintiff Melvin would also typically spend an hour each Sunday evening preparing for classes and the week ahead.

118. Plaintiff Melvin would therefore work approximately 7 hours per day, Monday through Friday, with an additional hour for travel, plus an additional hour for preparation on Sundays, totaling between 40 and 41 hours per week, excluding holidays, professional development days, half-days, breaks or school closures.

119. Plaintiff Melvin was also expected to attend a team meeting, which was typically held on the second Saturday of each month. This team meeting would run for approximately two hours, and Plaintiff Melvin would similarly record two hours for these monthly team meetings.

120. Plaintiff Melvin therefore routinely worked in excess of forty (40) hours per statutory work week.

121. Plaintiff Melvin was expected to sign in and out of a notebook located at the front office of the school.

122. Plaintiff Melvin would also complete a spreadsheet that contained his start and end times for the day, the total number of hours he worked, his hourly rate of pay, and the total amount that he earned for that day.

123. At the end of each month or the beginning of the following month, he would submit this spreadsheet to the LTYC Defendants, which would show the aforementioned information as well as the total wages owed to Plaintiff Melvin for the month.

124. Plaintiff Melvin was promised that he would be paid on the 15<sup>th</sup> day of the following month.

125. However, beginning December 2024, Defendants failed to adhere to this promise.

126. On December 15, 2024, Defendants failed to meet the promised wage payment deadline.

127. Instead, on the following day, December 16, 2024, Defendants paid Plaintiff Melvin half of what he was owed for work he performed the month of November 2024.

128. Five days later, on December 20, 2024, Defendants paid Plaintiff Melvin the other half of what he was owed for work he performed the month of November 2024.

129. On December 27, 2024, Defendants paid Plaintiff Melvin \$50.00. This payment, however, was not to cover wages, but to help with gas expenses.

130. On January 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

131. Instead, two days later, on January 17, 2025, Defendants paid Plaintiff Melvin for the work he performed in the month of December 2024.

132. Defendants then completely failed to pay Plaintiff Melvin any wages whatsoever in the month of February 2025, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of January 2025.

133. Defendants finally made a payment to Plaintiff Melvin on March 5, 2025, but only approximately 1/3 of what was owed to him for work performed in January 2025.

134. The remainder of what was owed to Plaintiff Melvin for work performed in January 2025 was paid two days later on March 7, 2025.

135. Notably, by March 15, 2025, Defendants failed to pay Plaintiff Melvin any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of February 2025.

136. On March 28, 2025, Defendants paid approximately 1/3 of the wages that were owed to

Plaintiff Melvin for February 2025.

137. A second third of the wages owed for February 2025 were paid on April 2, 2025.

138. Notably, by April 15, 2025, Defendants *still* had not fully paid Plaintiff Melvin for all wages owed for February 2025, and failed to pay Plaintiff Melvin any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of March 2025.

139. Over a month would elapse before Defendants paid Plaintiff Melvin again, on May 9, 2025, where he finally received the final third of the wages he was owed for work performed all the way back in February 2025.

140. On May 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

141. Instead, the following day, on May 16, 2025, Defendants paid Plaintiff Melvin a third of the wages he was owed for work performed in the month of March 2025. Notably, Defendants failed to pay Plaintiff Melvin any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of April 2025.

142. On June 1, 2025, Defendants paid Plaintiff Melvin another third of the wages he was owed for work performed in the month of March 2025.

143. On June 13, 2025, Defendants paid Plaintiff Melvin the final third of the wages he was owed for work performed in the month of March 2025.

144. Notably, by June 15, 2025, Defendants had not paid Plaintiff Melvin any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in either April 2025 or May 2025.

145. On June 18, 2025, Defendants paid Plaintiff Melvin a third of the wages he was owed for

April 2025.

146. Nearly a month later, on July 14, 2025, Defendants paid Plaintiff Melvin another third of the wages he was owed for April 2025.

147. By July 15, 2025, Defendants had not only still not fully paid Plaintiff Melvin all wages owed for work performed in April 2025, but had failed to pay Plaintiff Melvin any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in May 2025 or June 2025.

148. On August 15, 2025, three months after wages were originally due, Defendants finally paid Plaintiff Melvin the final third of wages that were owed to him for work performed in April 2025.

149. This was the last payment made by Defendants to Plaintiff Melvin.

150. Plaintiff Melvin received no wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for worked performed in the months of May 2025 and June 2025.

151. Plaintiff Melvin also did not receive the overtime premium of 0.5x his regular rate for all hours worked in excess of forty (40) hours per statutory work week.

Marcus Mason

152. Material to this lawsuit, Plaintiff Marcus Mason (“Mason”), was employed by Defendants to work as a Music Instructor at Creative City Public Charter Schools from January 2025 through May 2025, and then also as a Digital Music Instructor at Bay-Brook Elementary/Middle School from March 2025 through June 2025.

153. Creative City Public Charter School and Bay-Brook Elementary/Middle School are both within Baltimore City Public Schools and therefore controlled and governed by Defendant BCBSC.

154. Plaintiff Mason entered into a contract with the LTYC Defendants reflecting this arrangement on February 10, 2025.

155. As a Music Instructor at Creative City Public Character Schools, Plaintiff Nason would instruct students on music by leading students in a “bucket band,” which is a band that plays music by drumming on plastic buckets. He would also teach them dance and drawing.

156. Plaintiff Mason’s duties and responsibilities also included setting up his classroom for each day, developing lesson plans and activities for his students, curate instructional videos on how to drum, and help the students develop small plays and showcases of the artistic skills they had been developing.

157. As a Digital Music Instructor at Bay-Brook Elementary/Middle School, Plaintiff Mason would similarly instruct students on all the various aspects of making digital music, including recording music, engineering music, writing music, and producing music.

158. His duties and responsibilities would also include setting up his classroom for each day, developing lesson plans and creating educational materials for his students, enforcing school policies, submitting grades, preparing and submitting progress reports, meeting and speaking with parents, and administering school discipline.

159. Plaintiff Mason was promised an hourly rate of pay of \$35.00 per hour while teaching, and \$15.00 per hour for team meetings, orientation, professional development, and other non-teaching work hours.

160. While working as a Music Instructor at Creative City Public Character Schools, Plaintiff Mason was scheduled to teach on Monday and Wednesdays.

161. Plaintiff Mason’s classes would begin at 3:15 PM and end at 5:15 PM. However, he was explicitly instructed by Defendants to arrive approximately an hour early to set up and prepare

for his class, and similarly, was instructed to stay late, approximately an hour after the end of classes to clean up and put away all of the equipment.

162. During this period, Plaintiff Mason would therefore work approximately 4 hours per day, Monday and Wednesday, totaling between 8 hours per week, excluding holidays, professional development days, half-days, breaks or school closures.

163. While working as a Digital Music Instructor at Bay-Brook Elementary/Middle School, Plaintiff Mason was scheduled to teach Monday through Friday.

164. Plaintiff Mason's classes would begin at 10:00 AM and end at 2:00 PM. Plaintiff Melvin was expected to arrive at the school by 8:45 AM to begin setting up and preparing for classes that day. However, because he sometimes had to drop off his own young daughter at school at 8:45 AM, he received permission from both the LTYC Defendants and Bay-Brook Elementary/Middle School to arrive at work at 9:00 AM on the days he had to drop off his daughter.

165. Moreover, on Mondays and Wednesdays, shortly after his classes ended, around 2:00 PM, he would immediately head to Creative City Public Character Schools to continue working as a Music Instructor, as described above.

166. On Tuesdays, Thursdays and Fridays, after the end of classes at 2:00 PM, he would stay to assist with various arts programs, such as helping with the school's production of the Lion King play, and would work until approximately 3:45 PM.

167. Therefore, once Plaintiff Mason began working as a Digital Instructor at Bay-Bridge Elementary/Middle School, he would typically work 9.3 hours on Mondays and Wednesdays, and 6.8 hours on Tuesdays, Thursdays and Fridays.

168. Plaintiff Mason would also spend between ten and twenty hours each month preparing lesson plans outside of his scheduled work hours.

169. Plaintiff Mason was also expected to attend a team meeting, which was typically held on the second Saturday of each month. This team meeting would run for approximately two hours, and Plaintiff Mason would similarly record two hours for these monthly team meetings.

170. Therefore, Plaintiff Mason would routinely work in excess of forty (40) hours per statutory work week.

171. Plaintiff Mason would also complete a spreadsheet, organized by which location he worked at, that would mark the date, location, hourly rate, and hours worked.

172. At the end of each month or the beginning of the following month, he would submit this spreadsheet to the LTYC Defendants, which would show the aforementioned information as well as the total hours or wages owed to Plaintiff Mason for the month.

173. Plaintiff Mason was promised that he would be paid on the 15<sup>th</sup> day of the following month.

174. However, from the moment Plaintiff began working for Defendants, they failed to adhere to this promise.

175. On February 15, 2025, Defendants failed to meet the promised wage payment deadline, and in fact, paid him no wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of January 2025.

176. Defendants' first payment to Plaintiff Mason was not until March 5, 2025, but only approximately 1/3 of what was owed to him for work performed in January 2025.

177. A second third of the wages owed to Plaintiff Mason for work performed in January 2025 was paid two days later on March 7, 2025.

178. And the final third of the wages owed to Plaintiff Mason for work performed in January 2025 was paid on March 12, 2025.

179. Notably, by March 15, 2025, Defendants failed to pay Plaintiff Mason any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of February 2025.

180. On March 28, 2025, Defendants paid approximately 1/3 of the wages that were owed to Plaintiff Mason for February 2025.

181. A second third of the wages owed for February 2025 were paid on April 2, 2025.

182. Notably, by April 15, 2025, Defendants *still* had not fully paid Plaintiff Mason for all wages owed for February 2025, and failed to pay Plaintiff Mason any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of March 2025.

183. Over a month would elapse before Defendants paid Plaintiff Mason again, on May 9, 2025, where he finally received the final third of the wages he was owed for work performed all the way back in February 2025.

184. On May 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

185. Instead, the following day, on May 16, 2025, Defendants paid Plaintiff Mason a third of the wages he was owed for work performed in the month of March 2025. Notably, Defendants failed to pay Plaintiff Mason any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of April 2025.

186. On June 1, 2025, Defendants paid Plaintiff Mason another third of the wages he was owed for work performed in the month of March 2025.

187. On June 13, 2025, Defendants paid Plaintiff Mason the final third of the wages he was owed for work performed in the month of March 2025.

188. Notably, by June 15, 2025, Defendants had not paid Plaintiff Mason any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in either April 2025 or May 2025.

189. On June 18, 2025, Defendants paid Plaintiff Mason a third of the wages he was owed for April 2025.

190. Nearly a month later, on July 14, 2025, Defendants paid Plaintiff Mason another third of the wages he was owed for April 2025.

191. By July 15, 2025, Defendants had not only still not fully paid Plaintiff Mason all wages owed for work performed in April 2025, but had failed to pay Plaintiff Mason any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in May 2025 or June 2025.

192. On August 15, 2025, three months after wages were originally due, Defendants finally paid Plaintiff Mason the final third of wages that were owed to him for work performed in April 2025.

193. This was the last payment made by Defendants to Plaintiff Mason.

194. Plaintiff Mason received no wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for worked performed in the months of May 2025 and June 2025.

195. Plaintiff Mason also did not receive the overtime premium of 0.5x his regular rate for the weeks where he worked in excess of forty (40) hours per statutory work week

Dwayne Miles

196. Material to this lawsuit, Plaintiff Dwayne Miles (“Miles”), was employed by Defendants to work as a Resource Teacher and Media Arts Teacher at Calvin M. Rodwell Elementary/Middle School for the 2024/2025 School Year, which runs from August 2024 through June 2025.

197. Calvin M. Rodwell Elementary/Middle School is within Baltimore City Public Schools and therefore controlled and governed by Defendant BCBSC.

198. Plaintiff Miles entered into a contract with the LTYC Defendants reflecting this arrangement on or about August 21, 2024.

199. As a Resource Teacher and Media Arts Teacher, Plaintiff Miles would instruct students on film, screenwriting and journalism.

200. Plaintiff Miles' duties and responsibilities also included setting up his classroom for each day, developing lesson plans, enforcing school policies, submitting grades, preparing and submitting progress reports, phone calls with parents, and administering school discipline.

201. Plaintiff Miles was promised an hourly rate of pay of \$31.00 per hour while teaching, and \$15.00 per hour for team meetings, orientation, professional development, and other non-teaching work hours.

202. Plaintiff Miles was also promised \$50.00 to help cover gas.

203. Plaintiff Miles was scheduled to teach five days a week, Monday through Friday.

204. Plaintiff Miles' classes would begin at 8:00 AM and end at 2:30 PM. However, he was expected to arrive around 7:30 AM to begin preparing for the day.

205. Plaintiff Miles did not have a scheduled lunch period, but would instead eat lunch during his planning period. However, Plaintiff Miles would either be working while eating during his planning period and would not have an uninterrupted lunch break, or would be tasked by the school to do student assessments during his planning period.

206. Plaintiff Miles would therefore work approximately 7 hours per day, Monday through Friday, totaling approximately 35 hours per week, excluding holidays, professional development days, half-days, breaks or school closures.

207. Plaintiff Miles was also expected to attend a team meeting, which was typically held on the second Saturday of each month. This team meeting would run for approximately two hours, and Plaintiff Miles would similarly record two hours for these monthly team meetings.

208. Plaintiff Miles was expected to sign in and out of a notebook located at the front office of the school.

209. Plaintiff Miles would also complete a spreadsheet that contained his start and end times for the day, the total number of hours he worked, his hourly rate of pay, and the total amount that he earned for that day.

210. At the end of each month or the beginning of the following month, he would submit this spreadsheet to the LTYC Defendants, which would show the aforementioned information as well as the total wages owed to Plaintiff Miles for the month.

211. Plaintiff Miles was promised that he would be paid on the 15<sup>th</sup> day of the following month.

212. However, beginning December 2024, Defendants failed to adhere to this promise.

213. On December 15, 2024, Defendants failed to meet the promised wage payment deadline.

214. Instead, on the following day, December 16, 2024, Defendants paid Plaintiff Miles half of what he was owed for work he performed the month of November 2024.

215. Five days later, on December 20, 2024, Defendants paid Plaintiff Miles the other half of what he was owed for work he performed the month of November 2024.

216. On December 27, 2024, Defendants paid Plaintiff Miles \$50.00. This payment, however, was not to cover wages, but to help with gas expenses.

217. On January 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

218. Instead, two days later, on January 17, 2025, Defendants paid Plaintiff Miles for the work

he performed in the month of December 2024.

219. Defendants then completely failed to pay Plaintiff Miles any wages whatsoever in the month of February 2025, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of January 2025.

220. Defendants finally made a payment to Plaintiff Miles on March 5, 2025, but it was less than *half* of what was owed to him for work performed in January 2025.

221. The remainder of what was owed to Plaintiff Miles for work performed in January 2025 was paid two days later on March 7, 2025, plus \$918.09 of the \$2,976.00 owed to him for work performed in February 2025.

222. Notably, by March 15, 2025, the \$918.09 Defendants paid to Plaintiff Miles for work performed in February 2025, was not sufficient to equal at least the Federal minimum wage of \$7.25/hour.

223. On March 28, 2025, Defendants paid approximately 1/3 of the wages that were owed to Plaintiff Miles for February 2025.

224. The remainder of the wages owed for February 2025 were paid on April 2, 2025, as well as \$301.52 of the \$3,950.00 owed to Plaintiff Miles for the month of March 2025.

225. Notably, by April 15, 2025, the \$301.52 Defendants paid to Plaintiff Miles for work performed in March 2025, was not sufficient to equal at least the Federal minimum wage of \$7.25/hour.

226. Over a month would elapse before Defendants paid Plaintiff Miles again, on May 9, 2025, where he received less than 1/3 of the wages owed to him for work performed in March 2025.

227. On May 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

228. Instead, the following day, on May 16, 2025, Defendants paid Plaintiff Miles approximately a third of the wages he was owed for work performed in the month of March 2025. Notably, Defendants failed to pay Plaintiff Miles any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of April 2025.

229. On June 1, 2025, Defendants finally paid Plaintiff Miles the remaining wages owed to him for work performed in March 2025, plus an additional \$308.94 of the \$3,136.00 owed to him for work performed in April 2025.

230. On June 13, 2025, Defendants paid Plaintiff Miles less than half of the wages owed to him for work performed in April 2025.

231. Notably, by June 15, 2025, Defendants still had not paid Plaintiff Miles all wages owed for work performed in April 2025, and had also failed to pay any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in May 2025.

232. On June 18, 2025, Defendants paid Plaintiff Miles less than a third of the wages he was owed for April 2025.

233. Nearly a month later, on July 14, 2025, Defendants finally paid Plaintiff Miles the remaining wages owed to him for work performed in April 2025, plus an additional \$977.93 of the \$4,712.00 owed to him for work performed in the month of May 2025.

234. By July 15, 2025, the Defendants had not only still not fully paid Plaintiff Miles all wages owed for work performed in May 2025, but had failed to pay Plaintiff Miles any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in June 2025.

235. On August 15, 2025, three months after wages were originally due, Defendants paid Plaintiff Miles less than a quarter of wages that were owed to him for work performed in May

2025.

236. This was the last payment made by Defendants to Plaintiff Miles.

237. Plaintiff Miles never received the remaining wages owed to him for work performed in the month of May 2025, and further received no wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for worked performed in the month of June 2025.

Valerie Hall-Butler

238. Material to this lawsuit, Plaintiff Valerie Hall-Butler (“Hall-Butler”), was employed by Defendants to work as a Visual Arts and S.T.E.A.M (“Science, Technology, Engineering, Arts and Math”) Teacher at Chadwick Elementary School, Bear Creek Elementary School and Colgate Elementary School for the 2024/2025 School Year, which ran from August 2024 through June 2025.

239. However, due to personal matters, aside from attending monthly team meetings, Plaintiff Hall-Butler was on leave from August 2024 until January 2025. Therefore, from January 2025 through June 2025, Plaintiff Hall-Butler worked as a teacher for Defendants.

240. Plaintiff Hall-Butler entered into a written contract with the LTYC Defendants three years prior, establishing the working relationship between the two, which has subsequently been extended and amended repeatedly verbally and by practice.

241. As a Visual Arts and S.T.E.A.M Teacher, Plaintiff Hall-Butler would instruct students on the subjects of science, technology, engineering, arts, math and visual arts.

242. Plaintiff Hall-Butler’s duties and responsibilities also included setting up her classroom for each day, setting up work stations and supplies, developing lesson plans, submit lesson plans for approval, designing experiments and labs, and hands-on-teaching demonstrations, enforcing school policies, submitting grades, preparing and submitting progress reports, reporting on

student behavior, take photos for submission to the program overseer at the school, document attendance, gather data on student performance, and administering school discipline.

243. Plaintiff Hall-Butler was promised an hourly rate of pay of \$50.00 per hour while teaching, and \$15.00 per hour for team meetings, orientation, professional development, and other non-teaching work hours.

244. Plaintiff Hall-Butler was further promised that tolls from travel would be paid by Defendants.

245. Plaintiff Hall-Butler had a variable schedule both in terms of location and times, but would typically instruct two days a week for about two hours.

246. If Plaintiff Hall-Butler was teaching at Colgate Elementary School, she would work between 3:00 PM and 5:00 PM.

247. If Plaintiff Hall-Butler was teaching at Chadwick Elementary School, she would work between 3:30 PM and 5:00 PM.

248. If Plaintiff Hall-Butler was teaching at Bear Creek Elementary School, she would work between 3:00 PM and 5:00 PM.

249. In addition, Plaintiff Hall-Butler would work one-off events at various schools, such as S.T.E.A.M. Family Night for Dundalk Middle School.

250. For these events, Plaintiff Hall-Butler would receive a flat fee.

251. Plaintiff Hall-Butler would therefore work approximately 4 to 6 hours per week, excluding holidays, professional development days, half-days, breaks or school closures.

252. Plaintiff Hall-Butler was also expected to attend a team meeting, which was typically held on the second Saturday of each month. This team meeting would run for approximately two hours, and Plaintiff Hall-Butler would similarly record two hours for these monthly team

meetings.

253. Plaintiff Hall-Butler would report to the main office each day and then report to the school program coordinator for assignments.

254. Plaintiff Hall-Butler would also complete a spreadsheet that contained her start and end times for the day, the total number of hours she worked, her hourly rate of pay, and the total amount that she earned for that day.

255. At the end of each month or the beginning of the following month, she would submit this spreadsheet to the LTYC Defendants, which would show the aforementioned information as well as the total wages owed to Plaintiff Hall-Butler for the month.

256. Plaintiff Hall-Butler would complete and submit a separate “Expense Reimbursement Form” for the tolls she paid, with each Expense Reimbursement Form covering approximately three months.

257. Plaintiff Hall-Butler was promised that she would be paid on the 15<sup>th</sup> day of the following month.

258. However, from January 2025, Defendants failed to adhere to this promise.

259. Defendants failed to timely pay Plaintiff Hall-Butler’s wages for work performed in the month of January 2025, as well for her attendance at monthly team meetings in October, November, and December 2024.

260. Furthermore, by March 15, 2025, Defendants failed to pay any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work Plaintiff Hall-Butler had performed in the month of February 2025.

261. It was not until sometime in April, 2025, that Defendants finally paid Plaintiff Hall-Butler the wages she was owed for work performed in the month of February 2025.

262. Notably, by April 15, 2025, Defendants failed to pay any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of March 2025.

263. It was not until sometime in May, 2025, that Defendants finally paid Plaintiff Hall-Butler the wages she was owed for work performed in the month of March 2025.

264. Likewise, by May 15, 2025, Defendants failed to pay any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of April 2025.

265. Defendants partially paid Plaintiff Hall-Butler the wages owed to her for work performed in the month of April 2025 sometime in June.

266. Defendants never fully paid Plaintiff Hall-Butler the wages she was owed for her work performed in the month of April 2025, and furthermore, failed to pay Plaintiff Hall-Butler any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the months of May 2025 and June 2025.

267. Defendants also never reimbursed Plaintiff Hall-Butler for the tolls she paid between January 2025 and June 2025.

Christopher Goodman

268. Material to this lawsuit, Plaintiff Christopher Goodman (“Goodman”), was employed by Defendants to work first, as an On-Call Instructor from February 2024 to April 2024, then as a Digital Music Instructor at Bay-Brook Elementary/Middle School from April 2024 through June 2024, then as a Summer Program Media Arts Instructor at Calvin M. Rodwell Elementary & Middle School from July 2024 to August 2024 for the 2024/2025 School Year, and then finally as a Media Arts Instructor at Calvin M. Rodwell Elementary & Middle School for the 2024/2025 School Year, which runs from August 2024 through June 2025.

269. Bay-Brook Elementary/Middle School and Calvin M. Rodwell Elementary & Middle

School are within Baltimore City Public Schools and therefore controlled and governed by Defendant BCBSC.

270. Plaintiff Goodman entered into a contract with the LTYC Defendants reflecting this arrangement on February 6, 2024, and which was subsequently extended and amended verbally and by practice.

271. As an On-Call Instructor, Plaintiff Goodman essentially worked as a substitute teacher and would follow whatever lesson plan was provided by the indisposed teacher.

272. As a Digital Music Instructor, Plaintiff Goodman would instruct students on making music, including making beats, the recording process, teaching students how to use various kinds of equipment, such as microphones, laptops, or an “MPK,” a type of mini-keyboard.

273. Plaintiff Goodman’s duties and responsibilities also included creating lesson plans, setting up his classroom, setting up equipment and instruments, providing homework, grading homework, speaking with parents, and disciplining students and maintaining order.

274. As a Media Arts Instructor, Plaintiff Goodman had the same duties and responsibilities as a Digital Music Instructor, but also needed to submit grades and progress reports, meet with parents and administrators, submit to reviews by the principle, attend staff meetings, and work with other instructors on ways to help special needs students.

275. As an On-Call Instructor and Digital Music Instructor, Plaintiff Goodman was promised an hourly rate of pay of \$20.00 per hour while teaching.

276. As a Summer Program Media Arts Instructor, he was promised an hourly rate of pay of \$35.00/hour while teaching.

277. As a Media Arts Instructor during the 2024/2025 School Year, he was promised an hourly rate of pay of \$28.00/hour.

278. Additionally, he was promised \$15.00 per hour for team meetings, orientation, professional development, and other non-teaching work hours.

279. Plaintiff Goodman was also promised \$50.00 to help cover gas.

280. As an On-Call Instructor, Plaintiff Goodman did not have a set schedule and worked when Defendants needed him to substitute for another teacher.

281. When Plaintiff Goodman began working as a Digital Music Instructor, he was scheduled to teach five days a week, Monday through Friday, from 9:00 AM to 3:40 PM.

282. When Plaintiff Goodman began working as a Summer Program Media Arts Instructor, he was scheduled to teach four days a week, from Monday through Thursday, from 12:00 PM to 4:00 PM.

283. Finally, when Plaintiff Goodman began working as a Media Arts Instructor for the 2024/2025 School Year, he was scheduled to teach five days a week, from Monday through Friday, from 7:30 AM to 2:30 PM.

284. While there was a scheduled lunch break in the day, Plaintiff Goodman would sometimes work during his lunch break to prepare for future lessons and classes, or to work on editing the songs recorded and created by his students, and would not have an uninterrupted lunch break.

285. As a Media Arts Instructor for the 2024/2025 School Year, Plaintiff Goodman would therefore work approximately 7 hours per day, Monday through Friday, totaling approximately 35 hours per week, excluding holidays, professional development days, half-days, breaks or school closures.

286. Plaintiff Goodman was also expected to attend a team meeting, which was typically held on the second Saturday of each month. This team meeting would run for approximately two hours, and Plaintiff Goodman would similarly record two hours for these monthly team meetings.

287. Plaintiff Goodman was expected to sign in and out of a notebook located at the front office of the schools he worked at.

288. Plaintiff Goodman would also complete a spreadsheet that contained his start and end times for the day, the total number of hours he worked, his hourly rate of pay, and the total amount that he earned for that day.

289. At the end of each month or the beginning of the following month, he would submit this spreadsheet to the LTYC Defendants, which would show the aforementioned information as well as the total wages owed to Plaintiff Goodman for the month.

290. Plaintiff Goodman was promised that he would be paid on the 15<sup>th</sup> day of the following month.

291. However, beginning May 2024, Defendants failed to adhere to this promise.

292. On May 15, 2024, Defendants inexplicably underpaid Plaintiff \$40.00 for the wages he was owed for work performed in the month of April 2024.

293. Then, on June 15, 2024, Defendants failed to meet the promised wage payment deadline.

294. Instead, on June 21, 2024, Defendants paid Plaintiff Goodman only half of the wages he was owed for work performed in the month of May 2024. The second half of the wages he was owed were not paid until June 26, 2024.

295. For a few months, Defendants returned to timely paying Plaintiff Goodman's wages.

296. However, on December 15, 2024, Defendants failed to meet the promised wage payment deadline again.

297. Instead, on the following day, December 16, 2024, Defendants paid Plaintiff Goodman half of what he was owed for work he performed the month of November 2024.

298. Five days later, on December 20, 2024, Defendants paid Plaintiff Goodman the other half

of what he was owed for work he performed the month of November 2024.

299. On December 27, 2024, Defendants paid Plaintiff Goodman \$50.00. This payment, however, was not to cover wages, but to help with gas expenses.

300. On January 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

301. Instead, two days later, on January 17, 2025, Defendants paid Plaintiff Goodman for the work he performed in the month of December 2024.

302. Defendants then completely failed to pay Plaintiff Goodman any wages whatsoever in the month of February 2025, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of January 2025.

303. Defendants finally made a payment to Plaintiff Goodman on March 5, 2025, but only approximately 1/3 of what was owed to him for work performed in January 2025.

304. The remainder of what was owed to Plaintiff Goodman for work performed in January 2025 was paid two days later on March 7, 2025.

305. Notably, by March 15, 2025, Defendants failed to pay Plaintiff Goodman any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of February 2025.

306. On March 28, 2025, Defendants paid approximately 1/3 of the wages that were owed to Plaintiff Goodman for February 2025.

307. A second third of the wages owed for February 2025 were paid on April 2, 2025.

308. Notably, by April 15, 2025, Defendants *still* had not fully paid Plaintiff Goodman for all wages owed for February 2025, and failed to pay Plaintiff Goodman any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of

March 2025.

309. Over a month would elapse before Defendants paid Plaintiff Goodman again, on May 9, 2025, where he finally received the final third of the wages he was owed for work performed all the way back in February 2025.

310. On May 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

311. Instead, the following day, on May 16, 2025, Defendants paid Plaintiff Goodman less than a third of the wages he was owed for work performed in the month of March 2025. Notably, Defendants failed to pay Plaintiff Goodman any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of April 2025.

312. On June 1, 2025, Defendants paid Plaintiff Goodman the same amount as on May 16, 2025 - less than a third of the wages he was owed for work performed in the month of March 2025.

313. On June 13, 2025, Defendants paid Plaintiff Goodman the same amount as on May 16 and June 1, 2025 – less than a third of the wages he was owed for work performed in the month of March 2025.

314. Notably, by June 15, 2025, Defendants had *still* not fully paid Plaintiff Goodman all of the wages that were owed to him for work performed in March 2025, and moreover, had not paid Plaintiff Goodman any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in either April 2025 or May 2025.

315. On June 18, 2025, Defendants finally paid Plaintiff Goodman the remaining wages owed to him from three months prior, for work performed in March 2025. Defendants also paid Plaintiff Goodman approximately a third of the wages he was owed for April 2025.

316. Nearly a month later, on July 14, 2025, Defendants paid Plaintiff Goodman approximately another third of the wages he was owed for April 2025.

317. By July 15, 2025, Defendants had not only still not fully paid Plaintiff Goodman all wages owed for work performed in April 2025, but had failed to pay Plaintiff Goodman any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in May 2025 or June 2025.

318. On August 15, 2025, three months after wages were originally due, Defendants finally paid Plaintiff Goodman the remaining wages that were owed to him for work performed in April 2025, as well as a fraction of the wages owed for work performed in May 2025.

319. This was the last payment made by Defendants to Plaintiff Goodman.

320. Plaintiff Goodman never received the remainder of the wages owed to him for work performed in May 2025, and similarly received no wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of June 2025.

Camrie Hilton

321. Material to this lawsuit, Plaintiff Camrie Hilton (“Hilton”), was employed by Defendants to work in a variety of positions.

322. Beginning on or about April 1, 2024, Plaintiff Hilton began working as a Program Administrator, Assistant to Chief of Staff Lauren Blackwell, and Accommodating Coach for the LTYC Defendants.

323. Plaintiff Hilton ceased working as an Assistant to Chief of Staff Lauren Blackwell on or about February 2025, when Ms. Blackwell’s employment with the LTYC Defendants ended.

324. Plaintiff Hilton also worked as a LTYC Shop Marketing & Creative Strategist (“Marketing Strategist”) for the LTYC Defendants since early 2023.

325. Plaintiff Hilton ceased working as a Marketing Strategist on or about March 2023.

326. Additionally, from November 2024 through March 2025, she worked as a Culinary Instructor at an after-school program run by the YMCA at Walter P. Carter Elementary/Middle School.

327. Walter P. Carter Elementary/Middle School is within Baltimore City Public Schools and therefore controlled and governed by Defendant BCBSC.

328. Plaintiff Hilton entered into contracts with the LTYC Defendants to reflect these arrangements regarding her position as Program Administrator, Assistant to Chief of Staff and Marketing Strategist on or about March 2024.

329. Plaintiff Hilton also entered into contracts – established verbally and by practice - with the LTYC Defendants, to reflect these arrangements regarding her position as a Culinary Instructor and Accommodating Coach.

330. As a Culinary Instructor, she taught students cooking and culinary skills.

331. Plaintiff Hilton's duties and responsibilities also included setting up her classroom, creating lesson plans, submitting supply lists of groceries, ingredients or cooking utensils to the LTYC Defendants, cleaning up and washing equipment, chaperoning students to the dismissal area, speaking with parents over any issues, and otherwise controlling the classroom and disciplining students if needed.

332. Plaintiff Hilton was promised an hourly rate of pay of \$50.00 per hour while teaching.

333. Plaintiff Hilton was also promised \$50.00 to help cover gas.

334. As a Culinary Instructor, Plaintiff Hilton was scheduled to teach every Wednesday from 4:45 PM to 6:45 PM.

335. Additionally, on about 10 occasions, Plaintiff Hilton would also work as a substitute

teacher if the Defendants could not locate another viable substitute teacher. During these days, she would teach a full six or seven hour day, and recalls working as a substitute teacher at Booker T. Washington Middle School and Bay Brook Elementary/Middle School, both of which are within Baltimore City Public Schools and therefore controlled and governed by Defendant BCBSC.

336. When Plaintiff Hilton was teaching, she would sign in and out of a notebook held at the front desk.

337. Plaintiff Hilton would also complete a spreadsheet where she would record the details of the work performed as well as a number of hours. Due to the numerous jobs held by Plaintiff Hilton, she was instructed to record different types of work on different tabs of the spreadsheet. Plaintiff Hilton's work as an instructor was recorded in its own tab.

338. As a Program Administrator, as well as for work performed as an Assistant to the Chief of Staff, Accommodating Coach and Marketing Strategist, Plaintiff Hilton was promised an hourly rate of pay of \$35.00 per hour.

339. As a Program Administrator, Plaintiff Hilton did not have set hours and did not clock in or out. Instead, she was expected to be available to work at all hours of the day, seven days a week, and would routinely start her day as early as 7:30 AM and work past 10:00 PM, as well as working on the weekends.

340. In fact, Defendant Brunson during a team meeting around and before Thanksgiving, once addressed protests from employees about working on weekends by stating, "I don't know where this expectation is that we don't work weekends, but we do."

341. He further reiterated this policy on December 2<sup>nd</sup> during a team meeting held at Jimmy's Sea Food.

342. As a Program Administrator, Plaintiff Hilton oversaw up to twenty-six (26) different school sites, and managed their programs and instructors.

343. The duties and responsibilities Plaintiff Hilton had as a Program Administrator, as well as the approximate number of hours spent on that particular duty or responsibility per month include:

- (a) Communications with instructors – 25 to 30 hours;
- (b) Communications with leadership and executives – 20 to 30 hours;
- (c) Leadership meetings every Monday from 10:00 AM to 3:00 PM (5 hours), until they ended around February of 2025. Leadership meetings included the Chief of Staff, Lauren Blackwell, Director of Operations, Jasmine Walters, Director of Education, Janelle Peoples, and Operations Administrator/Manager, Dominic Walker;
- (d) POC Meetings, which were meetings with partners, school administrators, and community representatives, to address and deal with any concerns or issues they had, discuss starting new programs, personnel issues, and supply requests – 20 to 30 hours;
- (e) Check in at each school site once or twice a month – 15 hours;
- (f) Partner Meetings, which were held once a month with all of Defendant LTYCs' partners to go over what was going on with Defendant LTYC, and what programs were in development – 1 hour;
  - i. Booker T. Washington Middle School also had its own separate Partner Meeting each month – 1 hour;
- (g) Acting as a middle-person for the instructors and holding weekly meetings with the Director of Education, Janelle Peoples, and later Ayana, to go over instructors' issues and concerns – 1 hour/week or 4 hours/month;
- (h) Handling "Call Out From Coverage," whereby early in the morning, any

instructors who needed to call out from work, would call a hot line, and Plaintiff Hilton would then go through these messages and arrange to find substitute teachers to cover for that day – 15 hours;

- (i) Weekly check in with site leads – 1-3 hours/week or 4-12 hours/month;
- (j) Arranging Field Trips, whereby Plaintiff Hilton would coordinate with both schools and field trip destinations for field trips – 30 to 40 hours total between February 2025 and June 2025;
- (k) Check ins with the Supply Manager, Shacole, and later Delayne, to coordinate the purchase, ordering and delivery of supplies to instructors across the various school sites – 15 to 20 hours;
- (l) Pick up, deliver or drop off supplies between Defendant LTYC's storage unit and the various school sites – 10 hours;

344. Plaintiff Hilton could therefore work anywhere from approximately 142 to 183 hours per month as a Program Administrator.

345. Given the extensive duties and responsibilities Plaintiff Hilton had as a Program Administrator, the fact that many of these duties and tasks were not performed at set times, but across the day and week, Defendants instructed Plaintiff Hilton not to record the particular time of the day when she might have performed a given task, but rather to record a particular task and bill an estimated number of hours she spent on that task for the month.

346. However, Plaintiff Hilton was also told by Chief of Staff Lauren Blackwell and Director of Operations, Jasmine Walters, that she should attempt to bill under forty (40) hours per week.

347. Ms. Blackwell, however, would also indicate that this instruction did not come from her. Given that she is the second highest ranking employee for the LTYC Defendants, this means this

instruction came from Defendant Brunson himself.

348. As a result of this instruction from Defendants, Plaintiff Hilton intentionally underreported the number of hours she worked, and would bill approximately only 150 to 160 hours per month.

349. Plaintiff Hilton's work as a Program Administrator was recorded in its own tab of her monthly timekeeping spreadsheet.

350. As an Assistant to the Chief of Staff, Lauren Blackwell, Plaintiff Hilton had no standardized tasks, duties or responsibilities, other than to assist with whatever she was asked to by Ms. Blackwell.

351. Examples of tasks Plaintiff Hilton would do as an Assistant to the Chief of Staff include: ordering gifts for instructors, creating gift bags for potential partners, making various business-related phone calls, and following up and investigating unknown expenses. Plaintiff Hilton would also communicate and check in with Ms. Blackwell at least once a week.

352. Plaintiff Hilton would record approximately 10 hours per month as an Assistant to the Chief of Staff, and this time was recorded in its own tab on her monthly timekeeping spreadsheet.

353. As an Accommodating Coach, Plaintiff Hilton would help teachers at various school sites to put on plays and showcases, such as by helping them during rehearsals, going over lines with students, assisting and advising with regards to scene transitions, discussing the structure of the showcase, going over showcase intros and endings, and helping students practice projecting their voices.

354. As an Accommodating Coach, Plaintiff Hilton estimates she worked approximately 50 hours over the length of the 2024/2025 School Year, but due to instructions from Defendants to minimize billing, and to be conservative in her estimations, recorded only about 25 hours over

the length of the 2024/2025 School Year. This time was recorded in the same tab as for work as an Assistant to the Chief of Staff.

355. As a Marketing Strategist, Plaintiff Hilton's duties and responsibilities included: assisting with digital content creation, creating flyers and reels, running LTYCShop, which was Defendant LTYC's social media account, planning photo shoots for promotional materials, posters and social media, including contacting models, finding backgrounds and locations, and hiring videographers or photographers, vend at various community events by setting up a booth or tent to sell clothing and other merchandise in Maryland and Virginia, visit face-to-face with clothing manufacturers to inspect and discuss materials and design, develop marketing blasts and campaigns, visit different museums to inspect the stock of the LTYC Defendants' merchandise, and attending and participating in weekly meetings regarding LTYC's online store.

356. Plaintiff Hilton would record approximately 20 to 40 hours per month for work performed as a Marketing Strategist. This time would be recorded on a separate tab of Plaintiff Hilton's monthly timekeeping spreadsheet.

357. At the end of each month or the beginning of the following month, Plaintiff Hilton would submit her spreadsheet to the LTYC Defendants, with all the different tabs, showing the tasks and work she performed over the course of the month.

358. Plaintiff Hilton was promised that she would be paid on the 15<sup>th</sup> day of the following month.

359. However, beginning around December 2024, Defendants failed to adhere to this promise.

360. Defendants failed to timely pay Plaintiff Hilton's wages for work performed in the month of November 2024.

361. Defendants again failed to timely pay Plaintiff Hilton's wages for work performed in the

month of January 2025.

362. Furthermore, by March 15, 2025, Defendants failed to pay any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work Plaintiff Hilton had performed in the month of February 2025.

363. It was not until sometime in April, 2025, that Defendants finally paid Plaintiff Hilton the wages she was owed for work performed in the month of February 2025.

364. Notably, by April 15, 2025, Defendants failed to pay any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of March 2025.

365. It was not until sometime in May, 2025, that Defendants finally paid Plaintiff Hilton the wages she was owed for work performed in the month of March 2025.

366. Likewise, by May 15, 2025, Defendants failed to pay any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of April 2025.

367. Upon information and belief, Defendants partially paid Plaintiff Hilton the wages owed to her for work performed in the month of April 2025 sometime in June.

368. Upon information and belief, Defendants finally fully paid Plaintiff Hilton the wages she was owed for her work performed in the month of April 2025 in August 2025.

369. Furthermore, Defendants failed to pay Plaintiff Hilton any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the months of May 2025 and June 2025.

370. Plaintiff Hilton also did not receive the overtime premium of 0.5x her regular rate for all hours worked in excess of forty (40) hours per statutory work week.

Asim Amin

371. Material to this lawsuit, Plaintiff Asim Amin (“Amin”), was employed by Defendants to

work as a Media Arts and Theater Teacher at the Dr. Nathan A. Pitts-Ashburton Elementary/Middle School (“Ashburton Elementary/Middle School”) for the 2024/2025 School Year, which runs from August 2024 through June 2025.

372. Ashburton Elementary/Middle School is within Baltimore City Public Schools and therefore controlled and governed by Defendant BCBSC.

373. Plaintiff Amin entered into a contract with the LTYC Defendants reflecting this arrangement on October 16, 2024.

374. As a Media Arts and Theater Teacher, Plaintiff Amin would instruct students on the production of media arts as well as the production of plays and theater. This would involve teaching students how to make films, make commercials, record podcasts, operating a camera, and teaching students how to edit, as well as theater pre-production, including casting and preparing scripts, theater production, including costuming, scheduling students, set design, and putting on the play or show, and theater post production, including surveying students about what they learned, their thoughts on the project, and meeting with other instructors as well as the principal and vice-principal about the educational benefits of the production.

375. Plaintiff Amin’s duties and responsibilities also included setting up his classroom for each day, developing lesson plans, submitting lesson plans to the LTYC Defendants for approval, issuing grades, drafting and issuing progress reports, preparing reports on student behavior to school administrators, meeting with parents, and disciplining students if necessary, including the issuance of suspensions.

376. Plaintiff Amin was promised an hourly rate of pay of \$32.00 per hour while teaching, and \$15.00 per hour for team meetings, orientation, professional development, and other non-teaching work hours.

377. Plaintiff Amin was also promised \$50.00 to help cover gas.

378. Plaintiff Amin was scheduled to teach five days a week, Monday through Friday.

379. Plaintiff Amin's classes would begin at 8:00 AM and end at 2:30 PM. However, he was expected to arrive around 7:45 AM to begin preparing for the day, and would similarly need to clean up his classroom which would prevent him from being able to leave until approximately 3:00 PM.

380. Plaintiff Amin had a half-hour lunch break, which he was able to take uninterrupted.

381. Plaintiff Amin would therefore work approximately 6.5 hours per day, Monday through Friday, excluding holidays, professional development days, half-days, breaks or school closures.

382. Plaintiff Amin was also expected to attend a team meeting, which was typically held on the second Saturday of each month. This team meeting would run for approximately two hours, and Plaintiff Amin would similarly record two hours for these monthly team meetings.

383. Plaintiff Amin was expected to sign in and out of a notebook located at the front desk of the school.

384. Plaintiff Amin would also complete a spreadsheet that contained his start and end times for the day, the total number of hours he worked, his hourly rate of pay, and the total amount that he earned for that day.

385. At the end of each month or the beginning of the following month, he would submit this spreadsheet to the LTYC Defendants, which would show the aforementioned information as well as the total wages owed to Plaintiff Amin for the month.

386. Plaintiff Amin was promised that he would be paid on the 15<sup>th</sup> day of the following month.

387. However, beginning December 2024, Defendants failed to adhere to this promise.

388. On December 15, 2024, Defendants failed to meet the promised wage payment deadline.

389. Instead, on the following day, December 16, 2024, Defendants paid Plaintiff Amin half of what he was owed for work he performed the month of November 2024.

390. Five days later, on December 20, 2024, Defendants paid Plaintiff Amin the other half of what he was owed for work he performed the month of November 2024.

391. On December 27, 2024, Defendants paid Plaintiff Amin \$50.00. This payment, however, was not to cover wages, but to help with gas expenses.

392. On January 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

393. Instead, two days later, on January 17, 2025, Defendants paid Plaintiff Amin for the work he performed in the month of December 2024.

394. Defendants then completely failed to pay Plaintiff Amin any wages whatsoever in the month of February 2025, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of January 2025.

395. Defendants finally made a payment to Plaintiff Amin on March 5, 2025, but only 1/3 of what was owed to him for work performed in January 2025.

396. The remainder of what was owed to Plaintiff Amin for work performed in January 2025 was paid two days later on March 7, 2025.

397. Notably, by March 15, 2025, Defendants failed to pay Plaintiff Amin any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of February 2025.

398. On March 28, 2025, Defendants paid 1/3 of the wages that were owed to Plaintiff Amin for February 2025.

399. A second third of the wages owed for February 2025 were paid on April 2, 2025.

400. Notably, by April 15, 2025, Defendants *still* had not fully paid Plaintiff Amin for all wages owed for February 2025, and failed to pay Plaintiff Amin any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of March 2025.

401. Over a month would elapse before Defendants paid Plaintiff Amin again, on May 9, 2025, where he finally received the final third of the wages he was owed for work performed all the way back in February 2025.

402. On May 15, 2025, Defendants yet again failed to meet the promised wage payment deadline.

403. Instead, the following day, on May 16, 2025, Defendants paid Plaintiff Amin a third of the wages he was owed for work performed in the month of March 2025. Notably, Defendants failed to pay Plaintiff Amin any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in the month of April 2025.

404. On June 1, 2025, Defendants paid Plaintiff Amin another third of the wages he was owed for work performed in the month of March 2025.

405. On June 13, 2025, Defendants paid Plaintiff Amin the final third of the wages he was owed for work performed in the month of March 2025.

406. Notably, by June 15, 2025, Defendants had not paid Plaintiff Amin any wages whatsoever, including at least the Federal minimum wage of \$7.25/hour, for work performed in either April 2025 or May 2025.

407. On June 18, 2025, Defendants paid Plaintiff Amin a third of the wages he was owed for April 2025.

408. Nearly a month later, on July 14, 2025, Defendants paid Plaintiff Amin another third of the wages he was owed for April 2025.

409. By July 15, 2025, Defendants still had not fully paid Plaintiff Amin all wages owed for work performed in April 2025.

410. Finally, on August 15, 2025, three months after wages were originally due, Defendants finally paid Plaintiff Amin the final third of wages that were owed to him for work performed in April 2025.

#### General Factual and Legal Allegations

411. The FLSA generally requires all covered employers to pay non-exempt employees at least the minimum wage of \$7.25/hour. *See* 29 U.S.C. § 206.

412. By failing to properly pay the minimum wages due to Plaintiffs, who are non-exempt, and overtime wages due to Plaintiffs Benning, Melvin, Mason and Hilton, Defendants willfully violated very clear and well-established minimum wage and overtime provisions of the FLSA.

413. Furthermore, the MWPLC, Md. Code L&E § 3-502(a)(1)(ii), mandates employers promptly pay their employees by paying their employees at least once every two weeks or twice in each month.

414. Defendants, by paying Plaintiffs only once per month, and on the 15<sup>th</sup> of the month following the month in which they performed work, have violated the prompt payment requirements of the MWPLC.

415. Even if Defendants were permitted to pay Plaintiffs on the 15<sup>th</sup> of the month following the month in which Plaintiffs performed work, Defendants have further violated the prompt payment requirements of the MWPLC by paying wages days, weeks, and even months after this promised deadline. Defendants have therefore violated very clear and well-established wage payment provisions of the MWPLC.

416. Plaintiffs also performed work for Defendants based on the promise of a certain, lawful

compensation, and Defendants had a contractual obligation, whether in writing or verbally, to pay Plaintiffs that promised compensation for the work that was performed.

417. By failing to pay Plaintiffs all wages Defendants were contractually obligated to pay for the work they performed, Defendants materially breached their contractual obligation to Plaintiffs.

418. By failing to pay Plaintiffs the minimum wages owed to them, by failing to pay Plaintiffs Benning, Melvin, Mason and Hilton the overtime wages owed to them, as well as failing to promptly pay Plaintiffs the wages owed to them, Plaintiffs seek liquidated (statutory) damages pursuant to the FLSA, pre-judgment interest on all amounts owed under the MWHL for unpaid minimum wages and overtime wages, and further seek to treble the amounts owed under the MWHL pursuant to the MWPCL, as well as recover reasonable attorneys' fees and costs as provided under the FLSA, the MWHL and MWPCL.

### Causes of Action

#### COUNT I

**(FLSA – Failure to Pay Minimum Wage)**

**(All Plaintiffs v. Defendants LTYC Core, LTYC, LTYC Arts & Brunson)**  
**(Plaintiffs Benning, Melvin, Mason, Miles, Goodman & Amin v. Defendant BCBSC)**

419. Plaintiffs incorporate paragraphs 1-418 as set forth above, and state that the LTYC Defendants' actions complained of herein against All Plaintiffs, as well as Defendant BCBSC's actions complained of herein against Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin, constitute a willful violation of 29 U.S.C. § 206 (minimum wage), because the LTYC Defendants have at all material times failed to pay All Plaintiffs, and Defendant BCBSC has at all material times failed to pay Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin, the proper minimum wage rate, and in a timely and prompt manner, by refusing and failing to pay Plaintiffs at the proper minimum wage rate for all hours actually worked, as required by Federal

law and Federal regulations, and that Plaintiffs were entitled to receive from the respective Defendants.

420. The Defendants, as joint employers, are jointly and severally liable for the denial of FLSA-prescribed minimum wages, including the violation of the FLSA's implied prompt payment requirements.

421. As a result, Plaintiffs have the legal right to receive the full minimum wage, as required by Federal law and applicable Federal regulations.

**COUNT II**

**(FLSA – Failure to Pay Overtime)**

**(Plaintiffs Benning, Melvin, Mason and Hilton v. Defendants LTYC Core, LTYC, LTYC Arts & Brunson)**

**(Plaintiffs Benning, Melvin & Mason v. Defendant BCBSC)**

422. Plaintiffs incorporate paragraphs 1-421 as set forth above, and state that the LTYC Defendants' actions complained of herein against Plaintiffs Benning, Melvin, Mason and Hilton, as well as Defendant BCBSC's actions complained of herein against Plaintiffs Benning, Melvin and Mason, constitute a willful violation of Section 207(a)(1) of the FLSA, because, at all material times, the LTYC Defendants have failed and otherwise refused to compensate Plaintiffs Benning, Melvin, Mason and Hilton, and Defendant BCBSC has failed and otherwise refused to compensate Plaintiffs Benning, Melvin and Mason, for hours in excess of forty (40) hours in a work week at the lawful overtime rate as required by Federal law and Federal regulations that Plaintiffs Benning, Melvin, Mason, and Hilton were entitled to receive from the respective Defendants.

423. The Defendants, as joint employers, are jointly and severally liable for the denial of FLSA-prescribed overtime wages, including the violation of the FLSA's implied prompt payment requirements.

424. As a result, Plaintiffs Benning, Melvin and Hilton has the legal right to receive the full overtime wage, as required by Section 207 of the FLSA, 29 U.S.C. § 207.

**COUNT III**

**(MWHL - Failure to Pay Minimum Wage)**

**(All Plaintiffs v. Defendants LTYC Core, LTYC, LTYC Arts & Brunson)**  
**(Plaintiffs Benning, Melvin, Mason, Miles, Goodman & Amin v. Defendant BCBSC)**

425. Plaintiffs incorporate paragraphs 1-424 as set forth above, and states that the LTYC Defendants' actions complained of herein against All Plaintiffs, as well as Defendant BCBSC's actions complained of herein against Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin, constitute a willful violation of Md. Ann. Code LE Art. § 3-413 (minimum wage), because the LTYC Defendants have at all material times failed to pay All Plaintiffs, and Defendant BCBSC has at all material times failed to pay Plaintiffs Benning, Melvin, Mason, Miles, Goodman and Amin, the proper minimum wage rate, and in a timely and prompt manner, by refusing and failing to pay Plaintiffs at the proper minimum wage rate for all hours actually worked, as required by Maryland law and Maryland regulations, and that Plaintiffs were entitled to receive from the respective Defendants.

426. The Defendants, as joint employers, are jointly and severally liable for the denial of MWHL-prescribed minimum wages, including the violation of the MWHL's implied and MWPCL's explicit prompt payment requirements.

427. As a result, Plaintiffs have the legal right to receive the full minimum wage, as required by Maryland law and applicable Maryland regulations.

**COUNT IV**

**(MWHL - Failure to Properly Pay Overtime)**

**(Plaintiffs Benning, Melvin, Mason and Hilton v. Defendants LTYC Core, LTYC, LTYC Arts & Brunson)**  
**(Plaintiffs Benning, Melvin & Mason v. Defendant BCBSC)**

428. Plaintiffs incorporate paragraphs 1-427 as set forth above, and state, in addition, that

LTYC Defendants' actions complained of herein against Plaintiffs Benning, Melvin, Mason and Hilton, as well as Defendant BCBSC's actions complained of herein against Plaintiffs Benning, Melvin and Mason, constitute a violation of Md. Ann. Code LE Art. § 3-420 (overtime) because, at all material times, the LTYC Defendants have failed and otherwise refused to compensate Plaintiffs Benning, Melvin, Mason and Hilton, and Defendant BCBSC has failed and otherwise refused to compensate Plaintiffs Benning, Melvin and Mason, for all hours worked in excess of forty (40) hours a work week at the lawful overtime rate, as computed under Md. Ann. Code LE Art. § 3-420.

429. Defendants' actions complained of herein constitute a violation of Section 3-415 of the MWHL, because the LTYC Defendants failed to compensate Plaintiffs Benning, Melvin, Mason and Hilton, and Defendant BCBSC failed to compensate Plaintiffs Benning, Melvin and Mason, at a proper overtime rate for hours worked in excess of forty (40) in a work week at a rate not less than one and one-half times her regular rate of pay, as required by Maryland law.

430. The Defendants, as joint employers, are jointly and severally liable for the denial of MWHL-prescribed overtime wages, including the violation of the MWHL's implied and MWPCL's explicit prompt payment requirements.

431. As a result, the LTYC Defendants owe Plaintiffs Benning, Melvin, Mason and Hilton, and Defendant BCBSC owe Plaintiffs Benning, Melvin and Mason, overtime wages in the amount of one and one-half (1.5) times her regular rate of pay, for all work weeks she worked in excess of forty (40) hours per week.

COUNT V

**(MWPCL – Failure to Pay Earned Wages)**

**(All Plaintiffs v. Defendants LTYC Core, LTYC, LTYC Arts & Brunson)  
(Plaintiffs Benning, Melvin, Mason, Miles, Goodman & Amin v. Defendant BCBSC)**

432. Plaintiffs incorporate paragraphs 1-431 as set forth above, and states that the actions of

Defendants actions, in refusing to pay wages free and clear in proper amounts, and in a timely manner, are a violation of the MWPCL, Md. LE Art. § 3-502(a)(ii) and § 3-505(a).

433. That the MWHL further compels each covered employer and non-exempt employee to make, as part of any working agreement, a promise to pay minimum wage compensation as applicable under the MWHL.

434. That impliedly, by operation of law, Plaintiffs are entitled to be paid statutory minimum wages by the respective Defendants, which have not been paid during the course of Plaintiffs' employment with the respective Defendants.

435. That the MWHL further compels employers to pay all wages promised and due for work that the employee performed, including before the termination of employment, on or before the day on which the employee would have been paid the wages if the employment had not been terminated. *Id.*, LE § 3-505. The payments owed to Plaintiffs were owed months prior to Plaintiffs' separation from employment.

436. That there are no bona fide disputes between the parties as to the right of the Plaintiffs to be paid all lawful wages due arising from their employment. Defendants know, or should know, that they are covered entities under the MWHL, and that Plaintiffs performed work as employees for which they were not properly compensated.

437. Plaintiffs are thus entitled under MWPCL, Md. LE Art. § 3-507.2 to an award of treble damages and attorneys' fees with respect to the wages, i.e., the MWHL-mandated wages that have gone unpaid.

**COUNT VI**  
**(Common Law – Breach of Contract)**  
**(All Plaintiffs v. Defendants LTYC Core, LTYC, LTYC Arts & Brunson)**

438. Plaintiffs incorporate paragraphs 1-437 as set forth above, and state that the actions of the

LTYC Defendants, in refusing to pay Plaintiffs the wages that they are due, including in a timely or prompt manner, have materially breached their contractual obligation to pay Plaintiffs the wages the LTYC Defendants promised to pay them.

439. A contract, whether explicitly in writing or impliedly through acts or words, existed between the Plaintiffs and the LTYC Defendants, where Plaintiffs would perform work for the LTYC Defendants in exchange for a certain promised and lawful compensation, that would be paid to Plaintiffs on a regular schedule.

440. By failing to pay Plaintiffs for all hours worked, at the legally required rate, and consistent with the agreed-upon regular schedule, including for hours worked in excess of forty (40) hours per work week, the LTYC Defendants materially breached their contractual obligation to pay Plaintiffs their agreed-upon compensation.

441. By continuing to perform work for the LTYC Defendants under the contract, while receiving inadequate compensation in return, Plaintiffs have suffered losses and damages equivalent to the unpaid minimum and overtime wages.

#### Prayer

Based on the foregoing allegations, Plaintiffs respectfully request that this Court grant money damages in an amount to be determined by the evidence, exclusive of attorney's fees and costs; and in support thereof, requests this Honorable Court to issue the following Orders:

- (a) Order Defendants to pay Plaintiffs all unpaid minimum and overtime wage payments determined by the Court to be due and owing, under the FLSA as well as a sum of liquidated damages in an amount equal to the amount of any unpaid minimum and overtime wage payments awarded to Plaintiffs, pursuant to the FLSA;
- (b) Order Defendants to pay the Plaintiffs an amount equal to triple the amount of unpaid

minimum and overtime wages owed to Plaintiffs, under the MWHL, after an accounting has been performed, as Plaintiffs are entitled to such damages under the MWPCL;

- (c) Order Defendants to pay the Plaintiffs an amount equal to triple the amount of unpaid wages owed to Plaintiffs, after an accounting has been performed, as Plaintiffs are entitled to such damages under the MWPCL;
- (d) Order Defendants to pay the Plaintiffs all wages promised, determined by the Court, to be due and owing under the employment contracts between Plaintiffs and Defendants;
- (e) Award Plaintiffs their attorneys' fees and costs in pursuing this action;
- (f) Award Plaintiffs interest on any sums determined due and owing from Defendants, including pre-judgment interest on attorneys' fees and costs in pursuing this action;
- (g) Grant Plaintiffs any additional relief that the Court deems appropriate and just.

Respectfully submitted,

/s/ (signed with permission)  
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*Attorneys for Plaintiffs*

**JURY DEMAND**

The Plaintiffs, by their attorneys, hereby demand a jury trial as to all issues triable by a jury.

*/s/ Jordan S. Liew*

Jordan S. Liew