

2. Venue is appropriate in this judicial district pursuant to 28 U.S.C. § 1391, it is the judicial district within which Ms. Green was employed when she complained of not being paid for all hours work and was subsequently terminated. Therefore, a substantial part of the events or omissions giving rise to the claim occurred within the District of Maryland.

PARTIES

1. Ms. Green is a natural person and a citizen of Maryland residing in Capitol Heights, Maryland, Prince George's County.
2. Kaiser is a Maryland corporation providing health care services.

FACTS COMMON TO ALL CLAIMS

3. At the time of her termination, Ms. Green worked as an Administrative Assistant for Maternal Child Health for Kaiser, primarily at its Camp Springs Medical Center location in Temple Hills, Maryland.
4. Ms. Green, at the time of her termination, worked for Kaiser as an administrative assistant.
5. At no point during her tenure with Kaiser prior to her complaints regarding failure to pay wages owed did Ms. Green receive any negative employment reviews, counseling, or disciplinary actions.
6. Ms. Green began working for Kaiser in October 2014 in a temporary position. Ms. Green was hired permanently by Kaiser on January 10, 2016, as a Sales Administrative Assistant. Given her proven track record and lack of negative performance reviews at Kaiser, Ms. Green was hired as Administrative Assistant for the Maternal Child Health department on November 28, 2016.

7. Ms. Green worked diligently during her first month as Administrative Assistant, often working long days in order to come up to speed and complete all tasks required by her boss, Mrs. Sherrie Wilson (hereinafter “Mrs. Wilson”).
8. During December 2016, no complaints regarding Ms. Green’s performance or hours worked were made by Mrs. Wilson or any other Kaiser management.
9. In early January 2017, Ms. Green realized that she had not been paid for four (4) hours worked during the previous pay period, occurring in December 2016.
10. Upon noticing this discrepancy in pay, Ms. Green immediately notified Mrs. Wilson via email. Mrs. Wilson responded that there were several errors in Ms. Green’s time-keeping, so she had not been sure what time to include. Ms. Green assured Mrs. Wilson that these four hours should have been paid and that she expected them to be paid.
11. On the next pay period, Ms. Green again noticed that she had not been paid for the four hours worked in December 2016. She again contacted Mrs. Wilson.
12. By the first pay period in February 2017, Ms. Green still had not been properly paid for those missing four hours.
13. Ms. Green also spoke with Ms. Jessica Alvarez (“Ms. Alvarez”), Clinical Operations Manager, regarding this issue.
14. Ms. Green spoke with Ms. Alvarez on February 8, 2017, and was told to contact her shop steward. When Ms. Green indicated that she was not a unionized employee, Ms. Alvarez told her that she was on her own.
15. After this conversation with Ms. Alvarez, Ms. Green herself received an email from Mrs. Wilson stating that Mrs. Wilson was not ignoring her complaints and would meet with her on February 10 to discuss the matter.

16. On February 10, 2017 Ms. Green met with Mrs. Wilson as scheduled to discuss the conversation which Ms. Green had with Ms. Alvarez about Ms. Green's failure to be paid for the four hours worked in December. During the meeting, Mrs. Wilson stated that Ms. Green not share "non-Kaiser" related information with clinical managers and that any resulting infraction would likely result in termination—this referred to Ms. Green bringing up her underpayment to Ms. Alvarez.
17. Ms. Green was then ordered to respond to an email reiterating this information stating that she understood these orders, which she promptly did. At this time, Ms. Green was given a performance expectation sheet to sign for her alleged failure to arrange meeting tables correctly in a meeting which had just occurred. This was not a disciplinary action.
18. On February 21, Mrs. Wilson emailed Ms. Green to complain about Ms. Green exceeding her hours by forty-five (45) minutes during the previous pay period. Specifically, Mrs. Wilson stated that should Ms. Green go into overtime hours again, she would be written up or terminated. Ms. Green apologized for this oversight and asked if she could receive training on the time-clock to ensure she would not make the same mistake again. Mrs. Wilson then instructed her to complete the time-clock training provided online.
19. Ms. Green promptly completed the online time-clock training. No time-keeping or overtime issues have occurred since.
20. On March 3, Mrs. Wilson asked Ms. Green if she received an email to schedule a meeting with a Clinical Manager. When Ms. Green said she had not seen that

email, Mrs. Wilson asked her to call and schedule the meeting. Ms. Green scheduled the meeting as ordered, but Mrs. Wilson proceeded to cancel it.

21. At noon, on March 8, 2017 Ms. Green informed Mrs. Wilson that she was going to lunch. Additionally, Ms. Green put in a leave request for March 10, 2017, which Mrs. Wilson approved. Ms. Green continued to respond to emails while off the clock on her lunch break so that she was sure she did not miss anything; she did not want to upset Mrs. Wilson again by exceeding forty hours worked in a week.
22. While Ms. Green was on her lunch break Mrs. Wilson sent Ms. Green a meeting request to her phone, after approving her leave request.
23. During the meeting which was held that day as a result of the meeting request, Mrs. Wilson pointed out again Ms. Green's mistake in arranging the tables wrong during the February meeting, working forty-five minutes overtime during a two week period, and for missing the scheduling email. At this time, Mrs. Wilson told Ms. Green that she (Ms. Green) was not a "good fit" for the Administrative Assistant position.
24. Mrs. Wilson then informed Ms. Green that she was fired and that she would not work another day in the position. Though completely blindsided, Ms. Green tried not to argue with Mrs. Wilson. Ms. Green was then informed to return all of her work-issued equipment, collect her things, and leave the building. Both Mrs. Wilson and building security oversaw this process and escorted Ms. Green from the building.
25. Until her complaints to Mrs. Wilson made in January for unpaid time, Ms. Green had not received any negative performance reviews or counseling. Only after

multiple complaints regarding pay owed for time she worked in December 2016 did Mrs. Wilson find fault with Ms. Green's work.

26. Since being unfairly fired by Mrs. Wilson, Ms. Green has not found permanent employment.

COUNT I
RETALIATION UNDER THE FAIR LABOR STANDARDS ACT

27. Ms. Green reiterates, re-alleges, and incorporates herein by reference each and every allegation contained in the preceding paragraphs.

28. Ms. Green was employed by Kaiser from October 2014 until March 2017.

29. Ms. Green had not received any negative performance reviews or counseling prior to February 2017.

30. Ms. Green began working as an Administrative Assistant under the direction of Mrs. Wilson on November 28, 2016.

31. Ms. Green worked long hours in the first month as Administrative Assistant to ensure she was familiar with the job and on top of her assignments. No complaints or negative performance reviews were made regarding Ms. Green's work.

32. Ms. Green noticed in early January 2017 that she had not been paid for four hours of work in December 2016.

33. Ms. Green immediately told Mrs. Wilson of this discrepancy. Mrs. Wilson stated that she had altered Ms. Green's time card and had removed these four hours as there had been many errors in Ms. Green's timekeeping. Ms. Green had not heard about any errors regarding her timekeeping or the removal of these four hours

until then. Ms. Green told Mrs. Wilson that she had worked these four hours and expected to be paid for them.

34. Ms. Green noticed that she had still not been paid for these four hours on any pay period from January to February. Though she repeatedly emailed Mrs. Wilson about this issue, Ms. Green continued to go unpaid.

35. Ms. Green also discussed this matter with Ms. Alvarez, Clinical Operations Manager. Ms. Alvarez informed Ms. Green to contact her shop steward, but Ms. Green is not a unionized employee. Ms. Alvarez then informed Ms. Green that she could not help her.

36. Ms. Green received an email from Mrs. Wilson the next day, on February 9th, regarding having a meeting on February 10th.

37. Ms. Green attended the meeting with Mrs. Wilson on February 10, 2017. Rather than discuss the missing pay as planned, Mrs. Wilson continued to complain about Ms. Green's organization of tables. Additionally, Mrs. Wilson told Ms. Green not to talk to clinical managers or employees regarding non-Kaiser business—meaning her failure to be paid properly—and that any further infractions would result in being written up or termination. Ms. Green was then required to respond, in writing, that she understood these orders.

38. Ms. Green received an email on February 21st from Mrs. Wilson containing complaints for working forty-five minutes of overtime on the last pay period. Ms. Green explained that she tries to watch her time but needs training on the time-clock system as it was new to her. Mrs. Wilson instructed Ms. Green to take online training for the matter and warned Ms. Green that she would be written

up or terminated for the next time-clock infraction. No time-clock issues occurred since Ms. Green completed this training.

39. Ms. Green was again the subject of Mrs. Wilson's complaints on March 3 when Ms. Green missed a scheduling email due to being in an all-day meeting the previous day. Mrs. Wilson instructed Ms. Green to immediately schedule the meeting after Ms. Green admitted that she had missed the email. When Ms. Green scheduled the meeting, Mrs. Wilson cancelled it.
40. Ms. Green left for her lunch break on March 8, 2017 after informing Mrs. Wilson. While on her break, Ms. Green continued to answer emails, while off of the clock, for fear of missing anything or being faulted for working over 40 hours.
41. Ms. Green returned to work after her break as usual. At 4 P.M., Ms. Green had a meeting with Mrs. Wilson, which had been arranged via a meeting request sent to Ms. Green that day while she was on her lunch break. During this meeting, Mrs. Wilson complained about alleged, but pretextual, performance issues-not organizing the meeting tables correctly, not knowing how to use the time-clock correctly, and for missing the email.
42. Ms. Green was informed by Mrs. Wilson that she (Ms. Green) was not a "good fit," despite her years' of satisfactory performance at Kaiser prior to this position. Mrs. Wilson then fired Ms. Green. Ms. Green was instructed to collect her personal items, return all work-issued equipment, and was escorted out of the building by both Mrs. Wilson and building security.
43. Ms. Green had not received any negative performance reviews prior to her complaints regarding unpaid time in January 2017. It was only after her repeated complaints regarding Mrs. Wilson's alteration of her timesheet and failure to be

paid for four hours in December 2016 that Ms. Green received multiple complaints from Mrs. Wilson regarding performance.

WHEREFORE, Ms. Green respectfully requests that the Court grant the following relief against Kaiser:

- A. An injunction enjoining Kaiser from employment practices which violate the Fair Labor Standards Act;
- B. An Order:
 - a. Declaring Kaiser liable to Ms. Green for retaliation for its discharge of her after her complaints regarding time-keeping discrepancies;
 - b. Directing Kaiser to take such measures as are necessary to ensure that unlawful employment practices like those described herein are eliminated and do not recur.
 - c. An award for lost wages (including front pay) in an amount to be determined at trial;
 - d. An award for liquidated damages in an amount equal to lost wages in an amount to be determined at trial;
 - e. An award for pre-judgment interest in an amount to be determined at trial;
 - f. An award for reasonable attorneys' fees and costs;
 - g. An award for expert witness fees; and
 - h. An award for such other relief as this Court deems necessary and proper.

JURY DEMAND

Plaintiff Hanecia Green demands a jury for all issues proper to be so tried.

REQUEST FOR RELIEF

WHEREFORE, Ms. Green requests all relief requested in this Complaint.

Respectfully submitted,

/s/

Robert J. Baror, Esq. (Bar No. 17763)
THE BAROR LAW FIRM, LLC.
7315 Wisconsin Avenue, Suite 400
Bethesda, Maryland 20814
P: 301-564-0456
F: 914-273-5058
E: Robert@barorlaw.com

Counsel for Plaintiff, Hanecia Green