

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MARYLAND
NORTHERN DIVISION

EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION)
)
and)
)
ALGERING JENNINGS)
1314 Dartmount Avenue)
Parkville, Maryland 21234)
)
Plaintiffs)
v.)
)
SAFEGUARD MAINTENANCE CORP.)
)
Defendant)
_____)

Civil Action No.: 1:06-cv-02264-RDB

INTERVENING PLAINTIFF, ALGERING JENNINGS,
AMENDED COMPLAINT

Now comes Algering Jennings, Plaintiff, by her attorneys, Morton Edelstein, Patrick J. Perkins, Nicole Farmer Jackson and the Law Office of Edelstein, Radford & Perkins pursuant to the Federal Rules of Civil Procedure, and sues Safeguard Maintenance Corp., Defendant, and for reasons states:

1. Plaintiff brings forth this action pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, et seq; the Maryland Wage Payment & Collection Act, Md. Code Ann., Lab. & Empl. §§ 3-420 and 3-501 et. seq.; and the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq.

2. The unlawful employment practices alleged below were committed in Cockeysville, Maryland, which is within the jurisdiction of the United States District Court for the District of Maryland, Northern Division.

3. At all relevant times, Defendant, Safeguard Maintenance Corp., has continuously been a corporation doing business in the State of Maryland and the City of Cockeysville, and has continuously had at least fifteen (15) employees.

4. At all relevant times, Safeguard Maintenance Corp. has continuously been an employer engaged in an industry affecting commerce within the meaning of Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. 2000e-(b), (g) and (h).

5. At all times pertinent Defendant, Safeguard Maintenance, was an employer within the meaning of § 3-501(b) of the Md. Code, Labor and Employment Article.

6. At all relevant times, Defendant has continuously been an employer engaged in an industry affecting commerce within the meaning of Section 203 of the Fair Labor Standards Act of 1938.

7. That the Plaintiff has been granted the right to intervene in this action.

8. More than thirty (30) days prior to the institution of this lawsuit, Algering Jennings filed a Charge of Discrimination with the EEOC alleging violations of Title VII by the Defendant employer. All other conditions precedent to the institution of this lawsuit have been fulfilled.

9. Since at least March 2005, Defendant, Safeguard Maintenance Corp., has engaged in unlawful employment practices in its Cockeysville facility, constituting a violation of Section 703(a)(1) of Title VII, 42 U.S.C. § 2000e-2(a)(1). Specifically, Rudolph Miller, Manager/Site Supervisor, subjected Plaintiff to sexual harassment and a sexually hostile work environment including, but not limited to, voyeuristic, lewd and sexually suggestive advances, comments and actions. These practices amounted to pervasive, unwelcome and offensive harassment based on Plaintiff's sex. Such harassment culminated in a tangible employment action. Defendant had notice of the unlawful harassment and failed to take reasonable corrective action or action reasonably calculated to prevent the harassment. Additionally, the Defendant demoted, transferred and terminated Plaintiff's employment on the basis of sex.

10. That demoting, transferring, and ultimately terminating the Plaintiff as a result of her complaining and otherwise opposing Mr. Miller's sexual harassment was a violation of Section 704(a) of Title VII, 42 U.S.C. §§ 2000e-3(a).

11. The effect of the practices complained of in paragraphs 8 and 9 above, has been to deprive Plaintiff of equal employment opportunities and otherwise adversely affect her status as an employee because of her sex.

12. The unlawful employment practices complained of in paragraphs 8 and 9 above were intentional.

13. The unlawful employment practices complained of in paragraphs 8 and 9 above were done with malice or with reckless indifference to Plaintiff's federally protected rights.

14. Under Maryland's Wage Payment and Collection Law, "an employer shall pay an employee all wages due for work that the employee performed 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." Md. Code Ann., Labor and Employment Article, § 3-505.

15. That Plaintiff's last day of employment with the Defendant was April 4, 2005.

16. That the Defendant has failed to pay Plaintiff all of the wages for work she performed before her termination of employment amounting to a violation of Maryland's Wage, Payment and Collection Law, namely §3-505 of the Md. Code, Labor and Employment Article.

17. The Defendant's withholding of Plaintiff's wages was not the result of a bona fide dispute.

18. By failing to pay Plaintiff her accrued wages, the statutory minimum wage and any other compensation she was entitled to, the Defendant violated Section 6 of the Fair Labor Standards Act, 29 U.S.C. § 206.

19. Defendant's violation of Maryland's Wage, Payment and Collection Law and the Fair Labor Standards Act was willful.

WHEREFORE, Plaintiff, Algering Jennings, respectfully requests that this Court:

A. Order Defendant to make whole Plaintiff by providing appropriate back pay and front pay with prejudgment interest in amounts to be determined at trial, and other affirmative pecuniary relief necessary to eradicate the effects of the unlawful employment practices;

B. Order Defendant to make whole Plaintiff by providing compensation for non-pecuniary losses, including emotional pain, suffering and mental anguish, in amounts to be proven at trial;

C. Order Defendant to pay punitive damages for its malice and reckless disregard of Plaintiff's federally protected rights to have a work environment free from sexual harassment and retaliation in accordance with Title VII, in amounts to be proven at trial;

D. Order Defendant to pay all unpaid wages in the amount of the underpayments described above, or in the amount determined from Defendants' records or at trial;

E. Order Defendant to pay three (3) times the unpaid wages described in the preceding subsection, as authorized by Md. Code, Labor and Employment Article, § 3-507.1(b);

F. Order Defendant to pay two (2) times the unpaid wages described in subsection D, as authorized by the Fair Labor Standards Act, 29 U.S.C. § 216;

G. Order Defendant to pay Plaintiff's reasonable attorney fees and costs in this action; and

H. Any such other and further relief the Court may deem appropriate.

Respectfully Submitted,

EDELSTEIN, RADFORD & PERKINS

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