

APPENDIX 1

**IN THE DISTRICT COURT OF MARYLAND
FOR ANNE ARUNDEL COUNTY**

BOOKHOLDERS, LLC,

Plaintiff,

v.

Case Nos., D07CV220127000,
D07CV22013292, and
D07CV22013293

RILEY DEHORITY, ANNA PLETCH, and
HANNAH STEINCAMP

Defendants.

_____ /

**AFFIDAVIT OF RILEY DEHORITY IN SUPPORT OF DEFENDANTS'
MOTION TO DISMISS**

I, Riley DeHority, certify as follows:

1. I am a full-time graduate student at Virginia Tech and reside in Blacksburg, Virginia.
2. I was employed by BookHolders, LLC ("BookHolders") as a part-time clerk from approximately May 23, 2022 through July 9, 2022.
3. Attached hereto as "Exhibit A" is a true and correct copy of the Employee Arbitration Agreement that I was required to sign as a condition of my employment with BookHolders on May 23, 2022.
4. I was paid at a wage rate of \$9.00 per hour.
5. Shortly after I was hired by BookHolders on May 7, 2022, I learned that the minimum wage in Virginia is \$11.00 per hour.

6. On or around May 23, 2022, I was told by John Verde, BookHolders' owner, that my wage rate was below \$11.00 because BookHolders maintained a federal certificate that enabled it to employ full-time students at flexible schedules at sub-minimum wage rates.

7. In May-June 2022, I researched the Department of Labor's subminimum-wage certificate program and discovered that there did not seem to be an exemption in Virginia's minimum wage law for the certificate on which BookHolders ostensibly relied. I became concerned that BookHolders may be violating Virginia's minimum wage laws by paying me and other employees below \$11.00 per hour.

8. Accordingly, I submitted a claim to the Virginia Department of Labor and Industry ("DOLI") on or around June 27, 2022, alleging minimum wage violations by BookHolders. Attached hereto as "Exhibit B" is a true and correct copy of the claim I submitted to DOLI on or around June 27, 2022.

9. During June-July 2022, I encouraged other BookHolders employees, including Anna Pletch and Hannah Steincamp, to also submit wage claims to DOLI.

10. On July 9, 2022, BookHolders terminated my employment.

11. Attached hereto as "Exhibit C" is a true and correct copy of the letter I received on July 13, 2022 from BookHolders' owner John Verde, which alleged

that by filing a claim with Virginia DOLI, I had breached the Employee Arbitration Agreement that I had signed as a condition of employment with BookHolders. This letter threatened prompt legal action if I did not withdraw my claim.

12. Following the receipt of the July 13, 2022 letter, I spoke with John Verde on the phone, who reiterated the contents of the letter and told me that there would be a sheriff at my door if I did not withdraw my claim with Virginia DOLI.

13. In July 2022, I was informed by Robin Kleene, an investigator for Virginia DOLI, that Virginia DOLI had begun the process to pursue an enforcement action against BookHolders as a result of the claims submitted by me and other BookHolders' employees.

14. Robin Kleene also informed me that she had visited BookHolders' Blacksburg, Virginia location on July 20, 2022 to inform John Verde of Virginia DOLI's enforcement action.

15. On August 9, 2022, I was served with a copy of a writ of summons filed by BookHolders in this Court on July 25, 2022, alleging breach of contract. Attached hereto as "Exhibit D" is a true and correct copy of such writ of summons.

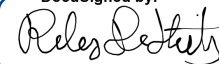
16. In October 2022, Robin Kleene informed me that VA DOLI had filed a civil warrant in debt against BookHolders in Montgomery County Circuit Court in Virginia for violating Virginia wage-and-hour law.

17. Attached hereto as “Exhibit E” is a true and correct copy of results of my Freedom of Information Act (“FOIA”) request submitted on June 14, 2022 regarding previous DOLI complaints against BookHolders. These results included previously submitted complaints by Anna Gillbody and Savanna Jones to DOLI regarding BookHolders.

18. As of the date of this writing, I have not withdrawn my claim from DOLI.

I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

Dated: October 20, 2022

DocuSigned by:

9FD17019052246D...

Riley DeHority

EXHIBIT A

Employee Arbitration Agreement

This agreement is entered into on this 23 day of May, 2022, by and between BookHolders, LLC (hereinafter "Employer"), and

Riley DeHorty (hereinafter "You") at the current address of



If an employment dispute arises, You agree to submit any such dispute arising out of your employment or the termination of your employment (including, but not limited to, claims of unlawful termination based on race, gender, age national origin, disability, breach of contract, unlawful discrimination or harassment under federal or state statutes or any other bias prohibited by law) exclusively to binding arbitration under the federal Arbitration Act, 9 U.S.C., Section 1. This arbitration shall be the exclusive means of resolving any dispute arising out of your employment or termination from employment by Employer or You, and no other action can be brought by employees in any court or any forum.

By simply accepting or continuing employment with Employer, You automatically agree that arbitration is the exclusive remedy for all disputes arising out of or related to your employment with Employer and You agree to waive all rights to a civil court action regarding your employment and the termination of your employment with Employer; only the arbitrator, and not a judge nor a jury, will decide the dispute.

You must deliver a written request for arbitration to Employer within six (6) months from the date of termination, or six (6) months from the date on which the alleged incident(s) or conduct occurred, and respond within fourteen (14) calendar days to each communication regarding the selection of an arbitrator and the scheduling of a hearing. If Employer does not receive a written request for arbitration from You within six (6) months, or if You do not respond to any communication from six (6) months about the arbitration proceedings within fourteen (14) calendar days, You will have waived any right to raise any claims arising out of your employment, in arbitration and in any court or other forum. Arbitration shall occur in Maryland, by an arbitrator selected by Employer.

You and Employer shall each bear respective costs for legal representation at any such arbitration. The cost of the arbitrator and court reporter, if any, shall be shared equally by both parties.

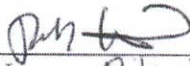
Nothing contained in this Agreement shall limit the right of the Employer to enforce by court injunction or other equitable relief of your obligations under noncompetition and confidential information provisions.

If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between the Employer (or any predecessor thereof) and the You shall be deemed reinstated as if this agreement had not been executed.

Governing Law:

This agreement shall be construed under laws of the state of Maryland.

The parties have executed this agreement on the date first written above.

Sign: 
Print Name: Riley DeHorty

BookHolders

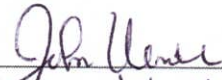
Sign: 
Print Name: John Verde

EXHIBIT B

Virginia Department of Labor and Industry Labor & Employment Law Division

INSTRUCTIONS FOR COMPLETING "CLAIM FOR WAGES" FORM ****PLEASE READ AND FOLLOW THE INSTRUCTIONS TO AVOID*** ***PROCESSING DELAYS OF YOUR CLAIM***

The attached claim for unpaid wages form must be completed, printed, signed and returned by mail in order for your claim to be investigated. Please complete all areas. If necessary, use a separate sheet of paper to provide additional information or explanation. Send the **original claim form** and include copies of all documents which will support your claim. You must be able to prove that you are owed wages or had wages wrongfully deducted. Incomplete forms **will be returned**, causing a delay in processing your claim. If you have not requested payment of your wages from your employer, you **must** do so before filing a claim. Only after you have been denied your wages should you file a claim with this office. **NOTE: You must file your written request with this agency within two (2) years of being denied wages if the wages were earned BEFORE July 01, 2020. If the wages were earned AFTER July 01, 2020, you have three (3) years to file a claim.**

EMPLOYEES PAID BY THE HOUR:

If you are claiming wages based on an hourly wage, include the dates, hours, and location(s) where the work was performed for which you were not paid. Be sure to include the **total amount of wages** you are claiming. Please provide documentation of employment and your established rate of pay, such as a paycheck stub; otherwise, our enforcement may be limited. The State Minimum Wage increased to \$11.00 per hour on January 1, 2022. If you are a covered employee, your hourly rate must be at least the state minimum. You can claim pay **for time actually worked only**. **Holiday, vacation, sick, severance, and expense reimbursements** are not collectable under the Virginia Payment of Wage Act.

EMPLOYEES PAID BY SALARY:

If you are claiming wages based on a salary rate, include the maximum number of hours and days you were required to or normally worked to receive the salary. Please provide documentation, such as a paycheck stub to verify that the salary or the deductions from salary you are claiming is accurate. Provide dates and hours worked for which you were not paid and include the total amount of wages you are claiming. Note: Virginia's Payment of Wage Act requires **pay for time actually worked ONLY**. You cannot recover pay for time not actually worked.

EMPLOYEES PAID BY COMMISSION:

State the total amount of commissions you claim are due and indicate how you arrived at the dollar amount of your claim. Please provide a copy of your commission agreement with your employer. Indicate what you had to do to earn the commission and under what circumstances the commission would become due and payable if no written commission document exists. Account for any and all "draws" you may have received. Identify each specific account for which you seek payment of a commission and state the dollar amount of the commission you claim for each account. Provide documentation such as a paycheck stub or commission report to verify employment and the commission rate you are claiming is accurate.

ACCEPTANCE OF THIS CLAIM DOES NOT GUARANTEE COLLECTION OF WAGES:

Upon acceptance of your claim by the Virginia Department of Labor and Industry, **do not assume that your claim is valid and collectible**. In cases where the employer disputes your charges, you will be requested to provide documentary evidence of the amount and validity of your claim. Also, you must

provide the company's complete name and mailing address along with the owner's or company representative's full name and address.

Since wage claims are handled by individual compliance officers, we do not provide periodic progress reports. Requests for progress reports only hinder the prompt resolution of your claim. It is imperative to provide your current and accurate contact information. You will be contacted when your claim has been assigned to a compliance officer for investigation. Your prompt response to the compliance officer is requested. Failing to respond will delay the investigation of your claim. When additional information is needed or a determination is made on your claim, you will be notified.

Please notify this office immediately in *writing* of any change in your address, telephone number, or if you receive payment from your employer. You may contact via U.S. Postal mail to the address below or by email to laborlaw@doli.virginia.gov.

ADDITIONAL INFORMATION:

For wages earned AFTER July 01, 2020:

In addition to any civil or criminal penalties allowed by law, and without regard to any exhaustion of alternative administrative remedies, if an employer fails to pay wages to an employee, you may sue the employer to recover the wages owed. The court shall award the wages owed, an additional equal amount as liquidated damages, plus prejudgment interest (eight percent accruing from the date the wages were due) and reasonable attorney fees if the court finds in your favor. If the court finds the employer knowingly failed to pay wages to an employee the court shall award the employee an amount equal to triple the amount of wages due and reasonable attorney fees.

Mailing Instructions for submitting a Claim for Unpaid Wages:

U.S. Postal mail *only* - Faxed forms cannot be accepted

Please print and submit your completed claim form to the following address by U.S. Mail:

**Virginia Department of Labor and Industry
Division of Labor and Employment Law
600 East Main Street, Ste. 207
Richmond, Virginia 23219.**

***Remember to sign the claim form and make sure to include the employer's full address as well the total amount of wages claimed. Please include your email address for notices about your claim.

Form : LLVA-POW Rev. 02/2022
Claim # _____

Official Use Only

**VIRGINIA DEPARTMENT OF LABOR AND INDUSTRY
STATEMENT OF CLAIM FOR UNPAID WAGES**(Please type or print clearly. We may be unable to assist you if your answers are incomplete or illegible.)YOUR FULL NAME: Riley Ambrose DeHORITYHOME PHONE: [REDACTED] WORK PHONE: _____E-MAIL ADDRESS: [REDACTED] BIRTH DATE: [REDACTED]WHAT WAS YOUR JOB TITLE? ClerkHIRE DATE: 5/23/22 TERMINATION DATE: _____ LAST DATE ACTUALLY WORKED: 6/27/22SUPERVISOR'S NAME: John VerdeHAVE YOU DEMANDED PAYMENT OF THE WAGES YOU CLAIM? YES ☒ NO ☐IF SO, ON WHAT DATE DID YOU ASK FOR YOUR WAGES? 5/23 and several other days in the last monthNAME OF PERSON WHO REFUSED TO PAY YOU: John VerdeREASON GIVEN: Federal and state subminimum wage certificates for full time student workers, also
that I am "still in training" (most days involved no training and he said it would be about 2 weeks)BUSINESS NAME: BookHolders LLC (Blacksburg store)TYPE OF BUSINESS: Book and hostess cake sales, both online and in storeAPPROXIMATE NUMBER OF EMPLOYEES: 6-8 usuallyBUSINESS STREET ADDRESS: 125 N Main StCITY: Blacksburg STATE: VA ZIP: 24060

BUSINESS PHONE: _____ EMPLOYER'S HOME/CELL PHONE: _____

BUSINESS MAILING ADDRESS, IF DIFFERENT FROM STREET ADDRESS:
2137 Hallmark Dr Gambrills MD 21054DID THEY CONDUCT BUSINESS UNDER ANY OTHER NAME(S)? YES ☐ NO ☒ IDENTIFY: PossiblyCOMPANY PRESIDENT OR OWNER NAME: John Verde TITLE: CEOPRESIDENT OR OWNER'S HOME ADDRESS: Unknown

CITY: _____ STATE: _____ ZIP: _____

IDENTIFY THE PLACE WHERE YOU PERFORMED WORK FOR THIS BUSINESS.STREET ADDRESS: 125 N Main St.CITY: BlacksburgSTATE: VAZIP: 24060

1. YES ☐ NO ☒ IS THE BUSINESS CLOSED OR IN BANKRUPTCY?
2. YES ☐ NO ☒ DID YOU HAVE A WRITTEN EMPLOYMENT AGREEMENT? (Attach a photocopy of any agreement you may have.)
3. YES ☐ NO ☒ WERE YOU HIRED TO WORK AS A SUBCONTRACTOR OR AN INDEPENDENT AGENT?
4. YES ☐ NO ☒ DID YOU WORK FOR THIS BUSINESS AS A SELF-EMPLOYED PERSON?
5. YES ☐ NO ☒ WERE YOU A CORPORATE DIRECTOR, OWNER OR PARTNER IN THE BUSINESS?
6. YES ☐ NO ☒ DID YOU FILE A COURT CASE FOR UNPAID WAGES?
If so, state the name of the court. _____
7. YES ☐ NO ☒ HAVE YOU HIRED A LAWYER? _____
8. YES ☐ NO ☒ EXCEPT FOR TAXES, WERE MONIES SUBTRACTED FROM YOUR WAGES WITHOUT YOUR WRITTEN CONSENT?
If so, how much money was deducted? \$ _____
What was the purpose of the deduction? _____

9. YES ☐ NO ☒ DID THE BUSINESS GIVE YOU A BAD PAYROLL CHECK? (Attach copies of all payroll checks you were given.)

10. CHECK WHAT APPLIES TO YOU: SALARIED ☐ HOURLY ☒ COMMISSIONS ☐
DAILY RATE ☐ PAID BY THE JOB OR PIECE ☐

11. WHAT WAS YOUR RATE OF PAY? \$ 9 PER hr
(Hour, Month, Year, Piece, Etc.)

12. HOW OFTEN WERE YOU PAID? Every 2 weeks LAST DATE YOU WERE PAID? 6/17

13. FOR WHAT TIME PERIOD WERE YOU NOT PAID YOUR WAGES? 5/23/22 THRU 6/12/22
(Month – Day – Year) (Month – Day – Year)

14. WHAT IS THE TOTAL GROSS AMOUNT OF UNPAID WAGES YOU CLAIM? \$ 43.24
("Gross" amount means before taxes have been subtracted from your wages.) Note: Sick Leave, Paid Holidays, Vacation Leave, Severance Benefits, Per Diem and Expense Reimbursements are NOT "wages" within the meaning of the wage statute. DO NOT INCLUDE THESE ITEMS IN THE DOLLAR AMOUNT OF YOUR CLAIM.

15. WAS THE WORK PART OF A STATE OF VIRGINIA PUBLIC WORKS PROJECT? YES ☐ NO ☒

16. ARE YOU CLAIMING YOU WERE PAID LESS THAN THE VIRGINIA MINIMUM WAGE? YES ☒ NO ☐

17. DOES YOUR CLAIM INVOLVE A FAILURE TO PAY OVERTIME WAGES? YES ☐ NO ☒

USE THIS SPACE TO SHOW US HOW YOU ARRIVED AT THE DOLLAR AMOUNT OF YOUR WAGE CLAIM. ATTACH COPIES OF PAYROLL CHECK STUBS, "BAD CHECKS", FEDERAL W-2 OR 1099 FORMS, EMPLOYMENT AGREEMENTS AND ANY OTHER SUPPORTING DOCUMENTS YOU MAY HAVE.

$$11-9 = 2 \quad 2 * (7.56 + 14.06) = 43.24$$

I swear and certify that the information I have provided to the Department of Labor and Industry is true and accurate, and I hereby authorize the Virginia Department of Labor and Industry to release any and all information contained in my complaint file, to investigate my charges and to take any action it deems necessary to enforce the provisions of Section 40.1-29, Code of Virginia. I further authorize a photocopy of this complaint form, together with my supporting documents, to be released to the business I have named in this complaint. I understand that if I knowingly make a false statement on this complaint form, or if I knowingly make a false statement to any state member of the Department of Labor and Industry, I could be subject to a fine of up to \$10,000 or imprisonment for up to 6 months or both.

DATE: 6/27/22

(Signature of Claimant – Please sign in ink.)

EXHIBIT C



BookHolders

Corporate Address:
2137 Hallmark Dr
Gambrills, MD 21054
301.209.9313

July 13, 2022

Riley DeHority
[REDACTED]

VIA USPS CERTIFIED MAIL, EMAIL
CC: B&G LAW LLC

Re: Employee Arbitration Agreement

Dated: 05/23/2022

Dear Ms. DeHority,

We've been informed that you filed a complaint with the Commonwealth of Virginia Department of Labor and Industry regarding your employment with BookHolders. As per the Employee Arbitration Agreement ("EAA") that you signed 05/23/2022, "This arbitration shall be the exclusive means of resolving any dispute arising out of your employment by Employer or you and no other action can be brought by employees in any court or any forum". The act of filing a complaint with the Virginia Department of Labor is in breach of this agreement. In addition, you are in breach of Code of Virginia, Article 2, 8.01-581.01 "A written agreement to submit any existing controversy to arbitration or a provision in a written contract to submit to arbitration any controversy thereafter arising between the parties is valid, enforceable and irrevocable", "This article also applies to arbitration agreements between employers and employees".

This complaint must be closed immediately to avoid costs and administrative damages. You would be responsible for any of those costs and damages, including any legal costs.

If the complaint is not closed by 07/18/22 and a reply has not been received to that effect, appropriate legal action will commence. Please find attached a copy of your EAA.

All rights are hereby reserved.

Sincerely,

John Verde
BookHolders.com

EXHIBIT D



**DISTRICT COURT OF MARYLAND FOR
ANNE ARUNDEL COUNTY**
George M. Taylor Multi-Service Center
7500 Gov. Ritchie Highway
Glen Burnie, Maryland 21061

Phone: 410-260-1800
Toll-free (In-state only): 1-800-944-2688
Maryland Relay call: 711

Case Number: D-07-CV-22-012700

BOOKHOLDERS, LLC VS. RILEY DEHORITY

WRIT OF SUMMONS

Serve on:

RILEY DEHORITY

Date Filed: 07/25/2022
Issue Date: 7/25/2022
Trial Date: 10/24/2022
Trial Time: 1:15 PM
Trial Room: Tentative

You are summoned to appear for trial at the date, time, and location shown above. **If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within** ☐ 15 days ☒ 60 days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment against you.

MUST BE SERVED BY:

08/24/2022

Date

Kathryn Glenn

Administrative Clerk

NOTICE OF INTENTION TO DEFEND

Case Number: D-07-CV-22-012700

Defendant: RILEY DEHORITY

Trial Date: 10/24/2022

NOTICE: If you contest all or part of the claim, complete this Notice of Intention to Defend and file it with the court listed at the top of this summons no later than ☐ 15 days ☐ 60 days after you receive this summons. You may request a remote hearing. For more information about remote hearings, visit mdcourts.gov/district/remotehearings or contact the court (mdcourts.gov/district/directories/courtmap). If you do not attend the hearing, a judgment could be entered against you.

ATTENTION CORPORATIONS & LLCs: this notice must be filed by an attorney, and you must be represented at trial by an attorney. **EXCEPTION:** where the amount claimed doesn't exceed \$5,000.00, corporations may be represented by an officer; LLCs may be represented by a member. Both may be represented by a properly designated employee. See Maryland Annotated Code, Business Occupations and Professions, § 10-206(b)(4) for details.

To request a foreign language interpreter or a reasonable accommodation under the ADA, please contact the court immediately. Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

SEE NOTICE TO DEFENDANT ON COMPLAINT FORM FOR IMPORTANT INFORMATION

I intend to be present at the trial of this claim and demand proof of the plaintiff's claim.

Brief explanation of defense:

Date

Signature

Print Name

Address

City, State, Zip

Home/Work Telephone Number

E-mail

Fax



**DISTRICT COURT OF MARYLAND FOR
ANNE ARUNDEL COUNTY**
George M. Taylor Multi-Service Center
7500 Gov. Ritchie Highway
Glen Burnie, Maryland 21061

Phone: 410-260-1800
Toll-free (In-state only): 1-800-944-
2688
Maryland Relay call: 711

Case Number: D-07-CV-22-012700

BOOKHOLDERS, LLC vs. RILEY DEHORITY

Serve on:

RILEY DEHORITY

Date Filed: 07/25/2022
Issue Date: 7/25/2022
Trial Date: 10/24/2022
Trial Time: 1:15 PM
Trial Room: Tentative

MUST BE SERVED BY: 08/24/2022
Date

Kathryn Glenn
Administrative Clerk

FOR PROCESS SERVER USE ONLY

To ☐ Sheriff/Constable ☐ Private Process Server

You are commanded to serve this Writ of Summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten (10) days following the termination of the validity of the process.

I certify that:

☐ I served a summons by delivery of the complaint and all supporting papers to: _____

Name

on _____ ☐ A.M. ☐ P.M. at _____
Date Time Location

The person I left the papers with acknowledged being: (1) A resident of the above listed address; (2) 18 years of age or older; (3) of suitable discretion in that relationship to the defendant is _____;
and that (4) the above listed address is the defendant's residence or usual place of abode. The facts upon which I concluded that the individual served is of suitable age and discretion are: _____

The cost of service is \$ _____

Description of the defendant/person served: Race _____ Sex _____ Ht. _____ Wt. _____ Age _____

☐ I was unable to serve because _____

ATTEMPT: _____ ATTEMPT: _____ ATTEMPT: _____ ATTEMPT: _____

REFUND TO: _____

I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief and do further affirm I am a competent person over 18 years of age and not party to the case.

Print Name of Process Server

Address

City, State, Zip

Telephone Number

Signature of Process Server

Date

"Insert Barcode Here"

**DISTRICT COURT OF MARYLAND FOR**

LOCATED AT (COURT ADDRESS)

251 Rowe Boulevard, Annapolis, MD 21401-1586

CASE NO.

CV-22-012700

PARTIES

Plaintiff

BookHolders, LLC
2137 Hallmark Dr
Gambrills, MD 21054

VS.

Defendant(s)

1.
Riley DeHority
[REDACTED]

Serve by:

- ☒ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

2.

Serve by:

- ☐ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

3.

Serve by:

- ☐ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

4.

Serve by:

- ☐ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

Anne Arundel County

**COMPLAINT/APPLICATION AND AFFIDAVIT
IN SUPPORT OF JUDGMENT**☒ \$5,000 or under ☐ over \$5,000

Clerk: Please docket this case in an action of ☒ contract ☐ tort ☐ replevin
☐ detinue ☐ bad faith insurance claim ☐ consumer debt (original creditor)
 The particulars of this case are:

breach of contract by Ms. DeHority.

(See Continuation Sheet)

☐ I am interested in trying to resolve this dispute through mediation/ADR.
 (You will be contacted about ADR services after the defendant is served.)

The plaintiff claims \$ 1117.51, plus interest of \$ _____,
 interest at the ☐ legal rate ☐ contractual rate calculated at _____ %,
 from _____ to _____ (_____ days x \$ _____ per day)
 and attorney's fees of \$ _____ plus court costs.

- ☐ Return of the property valued at \$ _____ and damages of \$ _____ for its detention in an action of replevin.
☐ Return of the property, or its value, \$ _____ and damages of \$ _____ for its detention in action of detinue.
☐ Other: John Verde
 and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

Attorney Number

Printed Name: John Verde Managing Member of BookHolders LLC
 Address: 2137 Hallmark Dr Gambrills MD 21054

Telephone Number: 4107219661

Fax:

E-mail:

MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) _____ is/are in the military service.

☒ Verified through DOD at:
<http://scra.dmdc.osd.mil/>

☒ No defendant is in the military service. The facts supporting this statement are:

DOD status report shows not in service

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is in the military.

☐ I am unable to determine whether or not any defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in this Affidavit are true and correct to the best of my knowledge, information, and belief.

03/27/22

Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

The attached documents contain sufficient detail as to liability and damage to notify the defendant clearly of the claim against the defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet ☐ Vouchers ☐ Check ☐ Other written document ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☐ plaintiff _____ of the plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the defendant to the plaintiff the sum set forth in the complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this document are true.

Signature of Affiant

Date

DC-CV-001 (front) (Rev. 07/01/2021)

CMPET

NOTICE TO DEFENDANT Before Trial

This complaint contains the details of the claim against you and the relief that the plaintiff (the person or company suing you) seeks. The plaintiff has the burden to provide evidence to prove their case at trial. If the plaintiff has completed the affidavit portion of the complaint form, the evidence should be attached to the complaint.

You may hire your own attorney. If you're not able to hire an attorney, you can get legal help from an attorney through a Maryland Court Help Center. Court locations are open Monday to Friday from 8:30 a.m. to 4:40 p.m. Help is available by phone at 410-260-1392 or by live chat Monday through Friday from 8:30 a.m. to 8:00 p.m. For Help Center locations, visit: mdcourts.gov/helpcenter.

The clerk of the court is not permitted to give you legal advice. If you have any questions, you should consult the Maryland Court Help Center or your own attorney.

If you wish to contest (fight) the claim, you must file the Notice of Intention to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date all evidence you want the court to consider. If you don't bring your evidence to the hearing, the judge can't consider it.

If you do nothing, you could lose even though you did not appear in court. A judgment could be entered against you with consequences that may include a lien on your property, garnishment of your wages, and freezing your bank account.

You may request a remote hearing. At the remote hearing you would not appear in person, but rather by computer, tablet, or other appropriate electronic device. For more information about remote hearings, visit mdcourts.gov/district/remotehearings or contact the court (mdcourts.gov/district/directories/courtmap). If you do not attend the hearing, a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)

IF YOU DISAGREE WITH THE COURT'S RULING, you may:

1. Ask the court for a new trial by filing a Motion for a New Trial within 10 days after the entry of judgment, stating your reasons clearly. If the court denies your motion, you may still file an appeal; if the court grants your motion, you must appear in the District Court for a new trial.
2. Ask the court to change the judgment by filing a Motion to Alter or Amend the Judgment within 10 days after the entry of judgment.
3. Ask the court to change or undo the judgment by filing a Motion to Revise or Vacate the Judgment within 30 days after the entry of judgment.
4. **APPEAL** to the Circuit Court, by filing a Notice of Appeal in the District Court within 30 days after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees - DCA-109A), unless the court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, was \$5,000 or less, you will have a new trial in the circuit court. If the amount of the claim, was more than \$5,000, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure - DCA-027BR).

IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS, you may contact the plaintiff or plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the plaintiff or plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Judgment Debtor Information Sheet:** You may receive form CC-DC-CV-114 from the plaintiff requesting information about your income and debts. If you complete the form accurately and return it to the creditor as indicated, you will not have to answer interrogatories or appear for an oral examination for at least a year from the date of judgment.
2. **Interrogatories:** These are written questions. You must answer these written questions about your income and assets in writing under penalties of perjury.
3. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
4. **Writ of Execution:** This document requires the sale or seizure of any of your possessions. Some of your property or possessions may be protected from the writ. These exemptions are explained in detail on the reverse side of the Writ of Execution - form DC-CV-040. The court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
5. **Garnishment of Property:** The court may issue a writ freezing your bank account or holding your assets until further court proceedings.
6. **Garnishment of Wages:** The court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: mdcourts.gov/district/public_brochures or mdcourts.gov/legalhelp/moneyissues

NOTICE TO PLAINTIFF

REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: mdcourts.gov/reference/scra.

AFTER THE COURT ENTERS A JUDGMENT:

1. If the court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the defendant does; you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

EXHIBIT E



COMMONWEALTH of VIRGINIA
DEPARTMENT OF LABOR AND INDUSTRY

C. Ray Davenport
COMMISSIONER

Main Street Centre
600 East Main Street, Suite 207
Richmond, Virginia 23219
PHONE (804) 371-2327
FAX (804) 371-6524

January 5, 2022

Bookholders LLC, its successors, and John and Jewel Verde individually
ATTN: Jewel and Jon Verde
7326 Baltimore Ave.
College Park, MD 20740

RE: CLAIM FOR UNPAID WAGES FILED BY
Anne Leigh Gilbody

CLAIM NUMBER: LLVA66546 (66524)

Dear Mr. & Mrs. Verde

You have been notified in writing by this Department that a claim has been filed by this claimant alleging non-payment of wages. You were requested to respond within 15 days by submitting: 1) records to demonstrate that the wages have been paid, 2) documentation that the wages were not due, or 3) a copy of a check or money order payable to the claimant for the wages due plus interest.

The Department is aware that the employer claims that this matter is covered under an arbitration agreement. The Department disagrees. This matter is not between the claimant and the employer, but rather between the Department of Labor and Industry and the employer, and the Department is not party to any such agreement. The claimant and the employer cannot arbitrate around the Department's statutory enforcement powers.

Our investigation has been completed and it is our determination that a violation of the Payment of Wage Law has occurred and that wages in the amount of **\$713.64** plus interest at the rate of 8%, from **August 23, 2021** are owed to the claimant, accruing at \$0.16 per day. In addition, liquidated damages are assessed in an amount equal to the wages due. Lastly, a civil monetary penalty in the amount of **\$700.00** has been calculated and assessed per requirements of Section 40.1-29(H) of the Code of Virginia. Enclosed with this determination letter is the "Payment of Wage Civil Money Penalty Calculation Report" which details the Department's calculation of the penalty. Should

formal collection proceedings commence an additional one third of both wages and the civil penalty amount will be assessed for attorneys' fees.

This determination is made on the basis of the following:

Anne Gilbody (Gilbody) filed a claim for an unpaid wages with the department on September 28, 2021, stating that \$713.64 was owed to her for time worked from July 7, 2021 to August 23, 2021. The complaint was received On October 25, 2021, On October 25, 2021, contact was made, by CO Dillon, with Gilbody who advised her employer Jewel and John Verde (Verde) did not pay her the last check of her employment as well as missing time in other pay periods. Gilbody advised she was told by Jewel Verde, she would not get her wages because she violated her contract. On November 3, 2021 contact was made with Jewel Verde by CO Dillon, who advised Gilbody violated her contract with Bookholders LLC, but was unaware of missing pay. Jewel Verde advised she would look into it and email a copy of the arbitration agreement. On November 4, 2021 the arbitration agreement was emailed to the CO and Jewel Verde advised she would look into the dates Gilbody is claiming she wasn't paid. CO Dillon advised once he reviewed the arbitration agreement he would get back with Jewel Verde. On November 8, 2021 CO Dillon emailed Jewel Verde and advised her we would be moving forward with the claim and again requested the documentation for case. On November 10, 2021 CO Dillon emailed Jewel Verde requesting the documentation by November 11, 2021. Jewel Verde never responded to emails after that date. December 14, 2021 the case was reassigned to CO Kleene. On December 14, 2021 emails to both claimant and employer advising the change in Compliance Officers were sent out. A standard notification letter was sent to the employer via email and U.S. Mail to 7326 Baltimore Ave, College Park, MD 20740. There was no response from that letter. On January 4, 2021, contact was made with Jewel Verde who advised she thought this was closed due to the arbitration agreement. Jewel Verde advised she didn't feel she could discuss the case due to this agreement, but did acknowledge she received the email on January 4, 2022. Jewel Verde advised she would give the notification letter to their attorneys.

The employer is in violation of §40.1-29 SECTIONS(C) Code of Virginia. The employer owes the claimant \$713.64 in wages plus 8% interest from the date the wages were due, which accrue at \$0.16 per day. Additionally, the employer is required to pay \$713.64 in liquidated damages to the claimant.

Additionally, in accordance with Department policy, individual liability for wage claims may be assessed in some situations. The claimant alleged that **Jewel and John Verde** controlled day to day operations of the business and company finances, including setting pay rates and pay periods. The claimant alleged that **Jewel and John Verde** hired and fired employees and made the decision not to pay her. For these reasons, the Department finds **Jewel and John Verde** individually liable for payment of the wages.

You have two (2) options in responding to the Department's determination. Should you fail to elect one of the available options within 15 calendar days from receipt of this letter, or the next business day thereafter, the Department will issue Final Orders finding **Bookholders LLC, its successors, and Jewel and John Verde individually** in violation of Section 40.1-29, C ordering the payment of wages plus 8% interest on the wages from the date the wages were originally due.

In addition, the Department will assess liquidated damages in an amount equal to the wages due. Lastly, there will be a civil penalty of **\$700.00** against **Bookholders LLC, its successors, and Jewel and John Verde individually** which will also be entered as a Final Order. An additional one third of the wages, liquidated damages and the civil penalty may be assessed for attorney's fees if litigation is required.

Section 40.1-29 authorizes the Department to record Final Orders as judgment liens against the Employer(s) as defined in Section 40.1-2.

FIRST OPTION: PAY THE WAGES WITHIN 15 DAYS, IN WHICH CASE THE PENALTY WILL BE WAIVED.

The Civil Monetary Penalty will be waived if the amount owed to the employee is paid in full within 15 days directly to the claimant and if you have not been found in violation of the Payment of Wage laws by this Department within the past 3 years.

Please call the undersigned **promptly** if you wish to take advantage of this waiver. The total paid must include the total amount of unpaid wages, as well as 8% interest calculated from when the wages are due. Additionally, a separate check for the liquidated damages equal to the amount of wages due should be made payable to and mailed directly to the claimant and a copy forwarded to my attention at the address listed above.

SECOND OPTION: YOU MAY CONTEST BY REQUESTING A CONFERENCE WITH THE AGENCY HEARING OFFICER IN WRITING.

To contest the validity of this claim and request an informal conference with the Agency Hearing Officer, this Department must receive a written request postmarked within 15 calendar days of the receipt of this letter.

When making your written request for an informal conference, **please state the specific basis for your disagreement with the findings of this office.** Include all relevant documentary evidence you wish to be considered by the hearing officer with your request for an informal conference. In order to ensure a timely and accurate decision, it is imperative that this information be received by the Department as soon as possible. **Therefore, any information received after the request for an informal conference will not be considered by the hearing officer in making their determination, so ensure that ALL EVIDENCE is submitted along with your request. If there are any issues with the timing of the submission of evidence, inform the compliance officer immediately.**

Relevant evidence you may wish to produce for consideration by the hearing officer include, but are not limited to: paystubs and payroll records, written employment agreements, signed records of an employee agreeing to a withholding, documents related to any advances on salary signed by the employee, employment records, communications related to the claim, and any other evidence you wish to be considered by the hearing officer. **Any evidence submitted after the informal hearing request is submitted without good cause will NOT be considered, even if it is relevant and exculpatory.**

Per Section 40.1-29(H), the decision of the Commissioner shall be final. To assure you receive this determination letter, it is being sent to you by both certified and regular first-class mail. Should you have any questions regarding this determination or the information in this letter, please contact me at 540-563-3580 ext. 121.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob KL".

Robin Kleene
Labor Law Compliance Officer
Virginia Department of Labor and Industry
3013 Peters Creek Rd
Roanoke, VA 24019
Office: 540-562-3580 ext. 121
Fax: 540-562-3587



COMMONWEALTH of VIRGINIA
DEPARTMENT OF LABOR AND INDUSTRY

Gary G. Pan
COMMISSIONER

Department of Labor and Industry
3013 Peters Creek Rd
Roanoke, Virginia 24019
PHONE (540) 562-3580

March 21, 2022

Bookholders CP LLC bda Bookholders LLC, its successors
ATTN: John Verde
7326 Baltimore Ave.
College Park, MD 20740

RE: CLAIM FOR UNPAID WAGES FILED BY

Savanna Jones

CLAIM NUMBER: LLVA66644

Dear Mr. & Mrs. Verde

You have been notified in writing by this Department that a claim has been filed by this claimant alleging non-payment of wages. You were requested to respond within 15 days by submitting: 1) records to demonstrate that the wages have been paid, 2) documentation that the wages were not due, or 3) a copy of a check or money order payable to the claimant for the wages due plus interest.

Our investigation has been completed and it is our determination that a violation of the Payment of Wage Law has occurred and that wages in the amount of **\$268.95** plus interest at the rate of 8%, from **June 6, 2021** are owed to the claimant, accruing at \$0.05 per day. In addition, liquidated damages are assessed in an amount equal to the wages due. Lastly, a civil monetary penalty in the amount of **\$300.00** has been calculated and assessed per requirements of Section 40.1-29(H) of the Code of Virginia. Enclosed with this determination letter is the "Payment of Wage Civil Money Penalty Calculation Report" which details the Department's calculation of the penalty. Should formal collection proceedings commence an additional one third of both wages and the civil penalty amount will be assessed for attorneys' fees. It is our determination that a violation of the Minimum Wage Law has occurred and that wages in the amount of **\$38.50** plus interest at the rate of 8%, from **June 6, 2021** are owed to the claimant, accruing at \$.008 per day. In addition, a civil monetary penalty in the amount of **\$400.00** has been assessed per requirements of §40.1-28.11 of

the Code of Virginia. Should formal collection proceedings commence, an additional one third of both wages and the civil penalty amount will be assessed for attorneys' fees.

This determination is made on the basis of the following:

Savanna Jones (Jones) filed a claim for an unpaid wages with the department on February 4, 2022, stating that \$252.00 was owed to her for time worked from May 24, 2021 to June 9, 2021. Jones claimed her rate of pay was \$8.00 an hour.

On February 23, 2022, Kleene contacted Jones who advised John Verde (Verde) did not pay her minimum wage or her last paycheck. Jones provided text messages between her and Verde, who advised he had an exemption and was not required to pay her minimum wage. Jones advised she received one paycheck from May 31, 2021 to June 6, 2021 for \$174.98 for a total of 22:47 hours worked. Jones also provided her W2 that reports her total earning of \$406.24. Jones advised she was not Paid \$406.24.

On February 25, 2022, Kleene emailed Jewel Verde (J. Verde) and Verde advising them of the claim and requested paycheck stubs, time clock hours and a copy of the exemption for minimum wage he referred to in the text messages, but there was no response. A standard notification letter was sent to the employer via email and U.S. Postal Service, first class mail to 2137 Hallmark Dr., Gambrills, MD 21054, to 251 Little Falls Dr., Wilmington, DE 19808 and to 301 W. Preston St. Baltimore, MD 21201.

March 3, 2022, Kleene emailed J. Verde and Verde requesting a time to speak with them regarding this claim, but there was no response.

March 7, 2022, Kleene received an email from Jones with an attached letter from Verde, acknowledging the claim filed against them. Verde referred to an arbitration agreement signed by Jones and told her to drop the claim or legal action would be taken against Jones.

March 7, 2022, Kleene spoke with Jones who wants to continue with her claim.

The employer is in violation of §40.1-29 SECTION (C) Code of Virginia. The employer owes the claimant \$268.95 in wages plus 8% interest from the date the wages were due, which accrue at \$0.05 per day. Additionally, the employer is required to pay \$268.95 in liquidated damages to the claimant. The Virginia Department of Labor and Industry is not a party to any such arbitration agreements as this is an enforcement action and these wages are owed despite any such agreement.

The employer is in violation of §40.1-28.10 (B) Code of Virginia. The employer owes the claimant **\$38.50** in wages plus 8% interest from the date the wages were due, which accrue at \$.008 per day. Jones worked a total of 50.78 hours during her employment from May 24, 2021 to June 09, 2021. Jones is entitled to a minimum wage hourly rate of \$9.50 per hour per the requirements of §40.1-28.10 of the Code of Virginia.

You have two (2) options in responding to the Department's determination. Should you fail to elect one of the available options within 15 calendar days from receipt of this letter, or the next business day thereafter, the Department will issue Final Orders finding **Bookholders LLC, its successors** in violation of Section §40.1-29 (C) ordering the payment of wages plus 8% interest on the wages from the date the wages were originally due. In addition, the Department will assess liquidated damages in an amount equal to the wages due. Lastly, there will be a civil penalty of **\$300.00** against **Bookholders LLC, its successors**, which will also be entered as a Final Order. An additional one third of the wages, liquidated damages and the civil penalty may be assessed for attorney's fees if litigation is required. Also, the Department will issue Final Orders finding **Bookholders LLC, its successors**, in violation of Section §40.1-28.10, ordering the payment of wages plus 8% interest on the wages from the date the wages were originally due. Lastly, there will be a civil penalty of **\$400.00, calculated at \$200.00 per violation**, against **Bookholders LLC, its successors**, which will also be entered as a Final Order. An additional one third of the wages and the civil penalty may be assessed for attorney's fees if litigation is required.

Section §40.1-29 authorizes the Department to record Final Orders as judgment liens against the Employer(s) as defined in Section §40.1-2.

FIRST OPTION: PAY THE WAGES WITHIN 15 DAYS, IN WHICH CASE THE PENALTY WILL BE WAIVED.

Regarding the payment of wages, the Civil Monetary Penalty will be waived if the amount owed to the employee is paid in full within 15 days directly to the claimant and if you have not been found in violation of the Payment of Wage laws by this Department within the past 3 years.

Please call the undersigned **promptly** if you wish to take advantage of this waiver. The total paid must include the total amount of unpaid wages, as well as 8% interest calculated from when the wages are due. Additionally, a separate check for the liquidated damages equal to the amount of wages due should be made payable to and mailed directly to the claimant and a copy forwarded to my attention at the address listed above.

SECOND OPTION: YOU MAY CONTEST BY REQUESTING A CONFERENCE WITH THE AGENCY HEARING OFFICER IN WRITING.

To contest the validity of this claim and request an informal conference with the Agency Hearing Officer, this Department must receive a written request postmarked within 15 calendar days of the receipt of this letter.

When making your written request for an informal conference, **please state the specific basis for your disagreement with the findings of this office.** Include all relevant documentary evidence you wish to be considered by the hearing officer with your request for an informal conference. In order to ensure a timely and accurate decision, it is imperative that this information be received by the Department as soon as possible. **Therefore, any information received after the request for an informal conference will not be considered by the hearing officer in making their determination, so ensure that ALL EVIDENCE is submitted along with your request. If**

there are any issues with the timing of the submission of evidence, inform the compliance officer immediately.

Relevant evidence you may wish to produce for consideration by the hearing officer include, but are not limited to: paystubs and payroll records, written employment agreements, signed records of an employee agreeing to a withholding, documents related to any advances on salary signed by the employee, employment records, communications related to the claim, and any other evidence you wish to be considered by the hearing officer. **Any evidence submitted after the informal hearing request is submitted without good cause will NOT be considered, even if it is relevant and exculpatory.**

Per Section §40.1-29(H), the decision of the Commissioner shall be final. To assure you receive this determination letter, it is being sent to you by both certified and regular first-class mail. Should you have any questions regarding this determination or the information in this letter, please contact me at 540-563-3580 ext. 121.

Sincerely,

Robin Kleene
Labor Law Compliance Officer
Virginia Department of Labor and Industry
3013 Peters Creek Rd
Roanoke, VA 24019
Office: 540-562-3580 ext. 121
Fax: 540-562-3587

Enclosures: Civil Monetary Penalty for Payment of Wages.