

# **APPENDIX 3**

**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.

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**AFFIDAVIT OF HANNAH STEINCAMP IN SUPPORT OF DEFENDANTS'  
MOTION TO DISMISS**

I, Hannah Steincamp, certify as follows:

1. I am a full-time undergraduate student at Virginia Tech and reside in Blacksburg, Virginia.
2. I was employed by BookHolders, LLC (“BookHolders”) in various capacities from approximately May 25, 2022 to June 10, 2022.
3. I was required to sign an Employee Arbitration Agreement as a condition of my employment with BookHolders on May 25, 2022.
4. I was paid at a wage rate of \$9.00 per hour.
5. In May 2022, I learned that the minimum wage in Virginia is \$11.00 per hour.

6. In May-June 2022, based on conversations with Riley DeHority and others, I became concerned that BookHolders may be violating Virginia's minimum wage laws by paying me and other employees below \$11.00 per hour.

7. I voluntarily ended my employment with BookHolders on or around June 10, 2022.

8. I submitted a claim to the Virginia Department of Labor and Industry ("DOLI") in early July 2022, alleging minimum wage violations by BookHolders.

9. Attached hereto as "Exhibit A-2" is a true and correct copy of the letter I received on August 2, 2022 from BookHolders' owner John Verde, which alleged that by filing a complaint 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 complaint.

10. Attached hereto as "Exhibit B-2" is a true and correct copy of the letter I received on September 19, 2022 from BookHolders' owner John Verde, which alleged that I continued to be in breach of the Employee Arbitration Agreement.

11. In September 2022, I was informed that my parents received at their home address a copy of a writ of summons filed by BookHolders in this Court on August 9, 2022.

12. As of the date of this writing, I have not withdrawn my claim from DOLI.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:  
*Hannah Steincamp*  
D975295A9FC04B7...

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Hannah Steincamp

# **EXHIBIT A-2**



**BookHolders**

Corporate Address:  
2137 Hallmark Dr  
Gambrills, MD 21054  
301.209.9313

August 2, 2022

Hannah Steincamp  
[REDACTED]

Hannah Steincamp  
13905 Sagegrove Circle  
Midlothian, VA 23112

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

Re: Employee Arbitration Agreement

Dated: 05/25/2022

Dear Ms. Steincamp,

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 05/25/2022, "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 08/08/22 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,

A handwritten signature in black ink that reads "John Verde". The signature is fluid and cursive.

John Verde  
BookHolders.com

# **EXHIBIT B-2**



## BookHolders

Corporate Address:  
2137 Hallmark Dr  
Gambrills, MD 21054  
301.209.9313

September 19, 2022

Hannah Steincamp  
[REDACTED]

VIA USPS MAIL  
CC: B&G LAW LLC

Re: Employee Arbitration Agreement

Dated: 05/25/2022

Dear Ms. Steincamp,

We've not gotten any reply as to Ms. Steincamp's compliance and current breach of the arbitration agreement. As it appears Ms. Steincamp is refusing to comply with the Employee Arbitration Agreement ("EAA") dated 05/25/2022, we have proceeded with an action deemed necessary to enforce the agreement and recover damages.

As BookHolders would be in breach of the EAA by having the dispute settled by the Commonwealth of Virginia Department of Labor and Industry we have no choice but to comply with the order from the Commonwealth of Virginia Department of Labor and Industry issuing payment to Ms. Steincamp. Ms. Steincamp's acceptance and redeeming of this payment under the VA department order would be an additional breach of the EAA. Please find the required payment attached.

All rights are hereby reserved.

Sincerely,

John Verde  
BookHolders.com