

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Northern Division**

ARNULFO CABRERA and **ELMER CALLEJAS**, residents of Baltimore City, and **YOVANI GUTIERREZ**, a resident of Montgomery County,

individually and on behalf of all others similarly situated,

c/o Murphy Anderson PLLC
1401 K Street NW, Suite 300
Washington, DC 20005

Plaintiffs,

v.

Case No.

TOBAR CONSTRUCTION, INC.

5005 Powder Mill Road
Beltsville, MD 20705

DC CONSTRUCTION, INC.

16818 Clark Terrace
Laurel, MD 20707

and

CAM CONSTRUCTION CO., INC.

108 W Timonium Road, Suite 300
Timonium, MD 21093

Defendants.

COLLECTIVE ACTION COMPLAINT

1. Named Plaintiffs Arnulfo Cabrera, Elmer Callejas, and Yovani Gutierrez, along with their similarly situated coworkers (collectively, “Plaintiffs”), are carpenters who helped build the Commodore John Rodgers Elementary/Middle School, a public school in Baltimore City, Maryland (the “Project”). Plaintiffs spent the vast majority of their workdays on the Project

doing textbook carpentry work: among other things, they measured wood to be cut, cut the wood using handheld circular saws, built forms for large concrete pours (some of which were several stories tall) using wood and reusable metal panels, and carefully disassembled the wood and metal panels for reuse after the concrete hardened.

2. Maryland's prevailing wage law requires contractors on state-financed public works projects like this one to pay workers the prevailing wage rate for each worker's job classification, with higher-skilled classifications like carpenter requiring a higher rate. The law serves important policy goals including (i) protecting local wage standards, (ii) promoting fair competition based on efficiency and quality rather than which entity can pay workers the least, (iii) promoting skilled labor and local workforce stability, (iv) preventing worker exploitation on public projects, (v) stimulating local economies, and (vi) improving work quality.

3. CAM Construction Co., Inc. ("CAM") was the Project's general contractor. CAM subcontracted certain concrete work to D.C. Construction, Inc. ("DC Construction"). DC Construction further subcontracted a portion of that work to an affiliated company called Tobar Construction, Inc. ("Tobar"), with which DC Construction shares employees and office space. Plaintiffs worked on the Project in the spring and summer of 2025 as employees of Tobar and DC Construction (together, "Subcontractor Defendants").

4. Nearly all the work Plaintiffs did was properly considered carpenter work. Under the applicable wage determination issued by the State of Maryland, the carpenter rate was \$33.21 per hour plus hourly fringe benefits of \$14.03, totaling \$47.24 per hour. Subcontractor Defendants were legally required to pay this rate to Plaintiffs for all or nearly all their hours of straight-time work. Instead, Subcontractor Defendants sought to increase their profits by paying

Plaintiffs the “common laborer” rate of \$20.81 per hour plus \$6.39 in hourly fringe benefits (a total of \$27.20 per hour) for nearly all their hours—a difference of \$20.04 per hour.

5. Further, for most of Plaintiffs’ hours worked over 40 per workweek, Subcontractor Defendants paid Plaintiffs 1.5 times the unlawfully low “common laborer” rate rather than 1.5 times the required carpenter rate, further robbing Plaintiffs of the wages required for their work.

6. This scheme—which involved paying Plaintiffs far less than the required straight-time and overtime wages—enriched Subcontractor Defendants at Plaintiffs’ expense. It also undermined the purposes of Maryland’s prevailing wage law and enabled Subcontractor Defendants to gain significant market share by undercutting law-abiding businesses. Further, Subcontractor Defendants misrepresented to the government of Maryland that their employees working on the Project were paid correctly, resulting in the State of Maryland’s loss of significant tax revenue.

7. Under Maryland and federal law, Subcontractor Defendants—individually and as a single integrated enterprise—are liable for their failure to pay Plaintiffs the regular and overtime wages they earned at the required prevailing wage rates. As the Project’s general contractor, CAM is automatically jointly and severally liable under Maryland law for Subcontractor Defendants’ wage theft.

8. Plaintiffs seek to recover, for themselves and the similarly situated employees they seek to represent, unpaid wages and overtime compensation, damages, pre- and post-judgment interest, and attorneys’ fees and costs pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”); the Maryland Wage and Hour Law, Md. Code Ann., Lab. & Empl. § 3-401 *et seq.* (“MWHL”); the Maryland Prevailing Wage Statute, Md. Code Ann., State

Fin. & Proc. § 17-201 *et seq.* (“MPWS”); and the Maryland Wage Payment and Collection Law, Md. Code Ann., Lab. & Empl. § 3-501 *et seq.* (“MWPCL”) (together with the MWHL and MPWS, the “Maryland Wage Laws”).

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 over Plaintiffs’ FLSA claims.

10. This Court has supplemental jurisdiction over Plaintiffs’ claims arising under the Maryland wage laws pursuant to 28 U.S.C. § 1367(a) and Art. III, Section 2 of the United States Constitution because Plaintiffs’ state law claims are so related to the claims in this action over which the Court has original jurisdiction that they form part of the same case or controversy.

11. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District.

PARTIES

12. Plaintiff Arnulfo Cabrera is a resident of Baltimore City. He was employed by Subcontractor Defendants on the Project from approximately April 10, 2025 to approximately August 12, 2025.

13. Plaintiff Elmer Callejas is a resident of Baltimore City. He was employed by Subcontractor Defendants on the Project from approximately April 29, 2025 to approximately August 12, 2025.

14. Plaintiff Yovani Gutierrez is a resident of Montgomery County, Maryland. He was employed by Subcontractor Defendants on the Project from approximately February 16, 2025 to approximately May 8, 2025.

15. As required by Section 16(b) of the FLSA, 29 U.S.C. § 216(b), Named Plaintiffs have given their written consent to become a party in this action. True and correct copies of their FLSA consent forms, in Spanish, are filed contemporaneously with this Complaint as Exhibit 1, and that of another of the Collective is attached as Exhibit 2. The Declaration of the translator for Exhibits 1 and 2 is attached as Exhibit 3.

16. Defendant Tobar Construction, Inc. is a Maryland corporation with its principal place of business at 5005 Powder Mill Road, Beltsville, MD 20705.

17. At all relevant times, Tobar employed Plaintiffs within the meaning of the FLSA and the Maryland Wage Laws.

18. At all relevant times, Tobar has been an enterprise engaged in interstate commerce or in the production of goods for commerce within the meaning of the FLSA and has earned more than \$500,000 in annual gross income, volume of sales made, or business done. At all relevant times, Tobar has had two or more employees engaged in commerce and who handle and otherwise work on goods or materials that have been moved in or produced for commerce, including a wide variety of construction materials that were manufactured out of state.

19. Defendant DC Construction, Inc. is a Maryland corporation with its registered principal place of business at 16818 Clark Terrace, Laurel, MD 20707, which is the home of Darwin Calderon, DC Construction's incorporator. In reality, however, DC Construction operates primarily out of 5005 Powder Mill Road, Beltsville, MD 20705—which also serves as Tobar's headquarters.

20. At all relevant times, DC Construction employed Plaintiffs within the meaning of the FLSA and the Maryland Wage Laws.

21. At all relevant times, DC Construction has been an enterprise engaged in interstate commerce or in the production of goods for commerce within the meaning of the FLSA and has earned more than \$500,000 in annual gross income, volume of sales made, or business done. At all relevant times, DC Construction has had two or more employees engaged in commerce and who handle and otherwise work on goods or materials that have been moved in or produced for commerce, including a wide variety of construction materials that were manufactured out of state.

22. Tobar and DC Construction operate as a single integrated enterprise.

23. Tobar and DC Construction operate out of the same facility at 5005 Powder Mill Road, Beltsville, MD 20705. At this location, the two companies store and share materials, tools, vehicles, and equipment.

24. Tobar and DC Construction share employees between them. For example, Alexander (last name currently unknown), who is based out of the 5005 Powder Mill location, hires workers for Subcontractor Defendants and assigns them to receive paychecks from either Tobar or DC Construction. The companies also share the same foremen and supervisors.

25. Tobar and DC Construction share payroll systems. For example, Jacqueline (last name currently unknown) works at the 5005 Powder Mill location as a secretary and issues checks to workers in both companies' names.

26. Tobar and DC Construction engage in related activities of concrete subcontracting and are part of a unified operation.

27. Tobar and DC Construction are linked by a common business purpose, including obtaining and performing concrete-related subcontracts.

28. Tobar and DC Construction are owned by the same members of the Calderon family.

29. Defendant CAM Construction Co., Inc. is a Maryland corporation with its principal place of business at 108 W Timonium Road, Suite 300, Timonium, MD 21093. At all relevant times, CAM has been an enterprise engaged in interstate commerce or in the production of goods for commerce within the meaning of the FLSA and has earned more than \$500,000 in annual gross income, volume of sales made, or business done. At all relevant times, CAM has had two or more employees engaged in commerce and who handle and otherwise work on goods or materials that have been moved in or produced for commerce, including a wide variety of construction materials that were manufactured out of state.

FACTUAL BACKGROUND

30. In 2024, construction began on the new Commodore John Rodgers Elementary/Middle School facility in Baltimore City, Maryland.

31. The Project consisted of two phases: (i) demolition and abatement of the former structure along with sheeting and shoring for extensive site retaining walls and (ii) construction of the new facility.

32. In October 2024, CAM awarded DC Construction a subcontract for concrete work. The total subcontract price was \$3,135,250.

33. In February 2025, DC Construction entered into a second-tier subcontract with Tobar for a portion of the work. This was not a typical subcontract because DC Construction and Tobar effectively operated as a single entity.

34. Plaintiffs worked under these subcontracts.

35. Some Plaintiffs received paychecks from Tobar and others received paychecks

from DC Construction, but they worked side by side. The same foremen from Subcontractor Defendants supervised all Plaintiffs regardless of which entity issued the worker's paycheck.

36. While working on the Project, Plaintiffs spent nearly all of their time performing carpentry work. Specific tasks they completed on a regular basis included:

- Using measuring tapes to measure wood and metal for precise cuts;
- Using circular saws to cut wood;
- Using other power saws to cut metal;
- Using laser levels to mark lines for concrete forms' layout and leveling, and to ensure that tall forms are kept straight and plumb;
- Constructing forms for cement pours—while suspended by a harness if working on a multistory form—using materials including plywood, wooden two-by-fours, and metal plates; tools such as nail guns, drills, hammers, and four-foot levels; and smaller materials such as nails and screws;
- Installing reinforcing iron mesh for flat concrete pours;
- Setting up machinery and equipment for concrete pours; and
- Carefully deconstructing forms for reuse following concrete pours, including through the use of prybars.

37. The applicable prevailing wage rate for a Carpenter in Baltimore City on the Project is \$33.21 per hour, plus \$14.03 per hour in fringe benefits, totaling \$47.24 per hour.

38. However, for the vast majority of Plaintiffs' hours worked, Subcontractor Defendants paid Plaintiffs at a far lower rate—the “common laborer” rate of \$20.81 per hour plus \$6.39 in hourly fringe benefits, totaling \$27.20 per hour.

39. Plaintiffs complained to Defendants about this wage theft. As an example, after one Plaintiff asked a foreman for Subcontractor Defendants, Juan Alvarez, why he was not receiving the prevailing wage rate for carpenters, Mr. Alvarez fired him in retaliation.

40. When other Plaintiffs complained to Mr. Alvarez about only getting paid at the carpenter rate for a few hours per week and getting paid at the lower “common laborer” rate for most hours, Mr. Alvarez falsely told them that only extremely complex tasks merit the carpenter rate.

41. Neither Mr. Alvarez nor any other employee of Subcontractor Defendants tracked the time Plaintiffs spent performing different tasks during the workday. Instead, Subcontractor Defendants paid Plaintiffs just a few carpenter-rate hours most weeks while paying most of their hours at the lower laborer rates.

42. Plaintiffs worked more than 40 hours per week on most of their workweeks on the Project.

43. For the vast majority of Plaintiffs' overtime hours, Subcontractor Defendants paid Plaintiffs 1.5 times the "common laborer" rate rather than 1.5 times the Carpenter rate to which they were entitled.

44. As an example for Plaintiff Elmer Callejas, for the week of July 13, 2025 through July 19, 2025, Plaintiff Callejas worked 47 hours. Subcontractor Defendants paid him just 2 hours at the carpenter rate, and instead paid him 38 hours at the common laborer rate and 7 hours at the common laborer overtime rate.

45. As an example for Plaintiff Arnulfo Cabrera, for the week of April 27, 2025 through May 3, 2025, Plaintiff Cabrera worked 52 hours. Subcontractor Defendants paid him no hours at the carpenter rate, and instead paid him 40 hours at the common laborer rate and 12 hours at the common laborer overtime rate.

46. As an example for Plaintiff Yovani Gutierrez, for the week of April 13, 2025 through April 19, 2025, Plaintiff Callejas worked 53 hours. Subcontractor Defendants paid him just 8 hours at the carpenter rate, and instead paid him 32 hours at the common laborer rate and 13 hours at the common laborer overtime rate.

47. Plaintiffs did not perform any work that was of a *bona fide* executive, administrative, or professional nature, or that would otherwise exempt them from the FLSA or

Maryland Wage Laws.

COLLECTIVE ACTION ALLEGATIONS

48. Plaintiffs bring the claims asserted herein on behalf of themselves and all similarly situated persons who work or have worked for Subcontractor Defendants on the Project during the period of three years before the filing of this Complaint and the date of final judgment, who elect to join this action (the “Collective”) pursuant to the FLSA, 29 U.S.C. § 216(b), the MPWS, Md. Code Ann., State Fin. & Proc. § 17-224(f), and the Maryland Wage Laws, and who were subject to Subcontractor Defendants’ unlawful common policies of (i) failing to pay the applicable prevailing wage rates for work performed on the Project and (ii) failing to pay the legally required overtime rate under the FLSA and Maryland Wage Laws for hours worked over 40 in a workweek based on the correct prevailing wage rate.

49. This action is maintainable as an “opt-in” collective action as to claims for unpaid wages and overtime compensation, damages, declaratory and injunctive relief, and attorneys’ fees and costs pursuant to the FLSA and the Maryland Wage Laws.

50. The precise number of similarly situated employees is known only to Defendants. Because these similarly situated employees are readily identifiable to Defendants and should be located through their records, they should be readily notified of this action and allowed to join it for the purpose of collectively adjudicating their claims for unpaid wages, damages, declaratory and injunctive relief, and attorneys’ fees and costs under the FLSA and the Maryland Wage Laws.

51. A collective action is appropriate because Plaintiffs and the Collective (i) are or were employees of Subcontractor Defendants during the statutory period; (ii) performed carpentry work on the Project; (iii) had similar duties and performed similar tasks in the Project;

(iv) allege similar violations of the FLSA and Maryland Wage Laws in the form of unlawful compensation policies; and (v) seek the same remedies.

52. Plaintiffs are adequate representatives of the Collective because they are or were non-exempt employees who performed carpentry work for Subcontractor Defendants on the Project and were subject to the same unlawful common policies by Subcontractor Defendants that deprived them of duly earned wages.

COUNT ONE
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
Against Subcontractor Defendants

53. Plaintiffs repeat and incorporate by reference the allegations set forth above.

54. The overtime provisions of the FLSA, 29 U.S.C. § 207(a), and its supporting regulations, apply to Subcontractor Defendants and protect Plaintiffs.

55. In all weeks that Plaintiffs worked more than 40 hours, Subcontractor Defendants failed to pay Plaintiffs both the legally required regular rate of pay for hours worked up to 40 and the legally required overtime rate for hours they worked beyond 40.

56. Subcontractor Defendants' failure to pay Plaintiffs the required wages was willful and not the result of a good faith, reasonable error, as evidenced by, among other things, Plaintiffs' complaints about the unlawfully low pay, Subcontractor Defendants' foreman Juan Alvarez's termination of a worker for complaining about his unlawfully low rate, and Subcontractor Defendants' failure to track the time Plaintiffs spent performing different tasks.

57. Subcontractor Defendants are jointly and severally liable to Plaintiffs for their unpaid wages, liquidated damages, reasonable attorneys' fees and costs, and any other relief that the Court deems proper. 29 U.S.C. § 216(b).

COUNT TWO
Violation of the MWHL, Md. Code Ann., Lab. & Empl. 3-401 *et seq.*

Against Subcontractor Defendants

58. Plaintiffs repeat and incorporate by reference the allegations set forth above.

59. Subcontractor Defendants unlawfully failed or refused to pay Plaintiffs' full wages for overtime hours worked in violation of Md. Code Ann., Lab. & Empl. 3-415(a) and 3-420, as well as the required prevailing wage rate for hours worked up to 40 during weeks when Plaintiffs worked more than 40 hours.

60. Subcontractor Defendants' failure to pay Plaintiffs the required wages was willful and not the result of a good faith, reasonable error, as evidenced by, among other things, Plaintiffs' complaints about the unlawfully low pay, Subcontractor Defendants' foreman Juan Alvarez's termination of a worker for complaining about his unlawfully low rate, and Subcontractor Defendants' failure to track the time Plaintiffs spent performing different tasks.

61. Subcontractor Defendants are liable to Plaintiffs for their unpaid overtime wages and unpaid straight-time wages during weeks when they worked more than 40 hours, statutory damages, interest, reasonable attorneys' fees and costs, and any other relief deemed appropriate by the Court pursuant to § 3-427(a) & (d) of the MWHL.

COUNT THREE

**Violation of the MPWS, Md. Code Ann., State Fin. & Proc. § 17-201 *et seq.*
Against All Defendants**

62. Plaintiffs repeat and incorporate by reference the allegations set forth above.

63. The MPWS requires contractors and subcontractors on public works projects valued at \$250,000 or more that are not otherwise covered by federal law to pay employees at least the appropriate prevailing wage rate for their work classification in the particular locality.

64. The Project is subject to the MPWS such that Subcontractor Defendants are and were required to pay Plaintiffs no less than the applicable prevailing wage and required fringe benefits. Md. Code Ann., State Fin. & Proc. §§ 17-208; 17-224(b) & (e).

65. The MPWS requires each contractor and subcontractor under a public work contract to pay at least the prevailing wage rate to an employee for each hour that the employee works for straight time hours, and overtime wage rates for each hour worked in excess of 40 hours per workweek, in excess of 10 hours per day, or on Sundays or a legal holiday. Md. Code Ann., State Fin. & Proc. § 17-214.

66. At all relevant times, Subcontractor Defendants have been subcontractors to CAM on the Project and have employed Plaintiffs.

67. All or nearly all the work Plaintiffs did on the Project was carpentry work to which the carpenter rate applied, but Subcontractor Defendants paid the vast majority of Plaintiffs' hours at the "common laborer" rate and based most of their overtime hours on the "common laborer" rate.

68. At all relevant times, CAM has been a general contractor of construction work performed by Subcontractor Defendants and, pursuant to Md. Code Ann., State Fin. & Proc. § 17-224(e)(6), is jointly and severally liable to Plaintiffs for Subcontractor Defendants' violations of the MWPS for work performed on the Project.

69. These prevailing wage violations were made willfully, knowingly, with deliberate ignorance or reckless disregard of the MPWS, and not in good faith, as evidenced by, among other things, Plaintiffs' complaints about the unlawfully low pay, Subcontractor Defendants' foreman Juan Alvarez's termination of a worker for complaining about his unlawfully low rate,

and Subcontractor Defendants' failure to track the time Plaintiffs spent performing different tasks.

70. Subcontractor Defendants and CAM are jointly and severally liable to Plaintiffs for the difference between the required prevailing wage rate and the amount the employee received for straight time wages, the difference between 1.5 times required prevailing wage rate and the amount the employee received for overtime wages, unpaid fringe benefits or fringe benefit contributions, reasonable attorneys' fees and costs, double or treble damages, and any other relief deemed appropriate by the Court. Md. Code Ann., State Fin. & Proc. § 17-224.

COUNT FOUR
Violations of the MWPCCL, Md. Code Ann., Lab. & Empl. § 3-501 *et seq.*
Against All Defendants

71. Plaintiffs repeat and incorporate by reference the allegations set forth above.

72. Under the MWPCCL, Subcontractor Defendants were required to pay Plaintiffs all their earned wages on regular paydays of at least once every two weeks or twice a month. Md. Code Ann., Lab. & Empl. § 3-502.

73. Subcontractor Defendants were further required to pay Plaintiffs all wages due on termination of their employment. Md. Code Ann., Lab. & Empl. § 3-505.

74. Subcontractor Defendants failed and/or refused to pay Plaintiffs all their wages due on their regular paydays in violation of Md. Code Ann., Lab. & Empl. § 3-502.

75. Subcontractor Defendants failed and/or refused to pay Plaintiffs all wages due on termination in violation of Md. Code Ann., Lab. & Empl. § 3-505.

76. Subcontractor Defendants' unlawful failure or refusal to timely pay Plaintiffs all their earned wages was not in good faith, was not reasonable, did not result from a legitimate dispute over the validity of their claims or the amount they was owed, and was not otherwise the

result of a bona fide dispute, as evidenced by, among other things, Plaintiffs' complaints about the unlawfully low pay, Subcontractor Defendants' foreman Juan Alvarez's termination of a worker for complaining about his unlawfully low rate, and Subcontractor Defendants' failure to track the time Plaintiffs spent performing different tasks.

77. As the general contractor on the Project, CAM is jointly and severally liable to Plaintiffs for the Subcontractor Defendants' violations of the MWPCCL, which includes the failure to pay required prevailing wage rates plus required fringe benefits for regular and overtime hours. Md. Code Ann., Lab. & Empl. § 3-507.2(c).

78. Subcontractor Defendants and CAM are jointly and severally liable to Plaintiffs for their unpaid wages (including fringe benefits), an additional amount equal to two times their unpaid wages as statutory damages, interest, and attorneys' fees and costs pursuant to the MWPCCL, Md. Code Ann., Lab. & Empl. § 3-507.2.

Prayer for Relief

WHEREFORE, Plaintiffs request that this Court grant them the following relief:

- a) Certify this action as a collective action under the FLSA pursuant to 29 U.S.C. § 216(b) and the MPWS pursuant to Md. Code Ann., State Fin. & Proc. § 17-224(f);
- b) Grant judgment against Subcontractor Defendants in favor of each Plaintiff in the amount of each Plaintiff's respective unpaid wages plus an equal amount in liquidated damages pursuant to 29 U.S.C. § 216(b);
- c) Grant judgment against Subcontractor Defendants in favor of each Plaintiff in the amount of each Plaintiff's respective unpaid wages plus an equal amount in liquidated damages pursuant to the MWHL;
- d) Grant judgment against all Defendants, jointly and severally, and in favor of each Plaintiff in the amount of each Plaintiff's respective unpaid prevailing wages (including

straight time and overtime wages) and benefits, plus an equal amount or double that amount as liquidated damages, pursuant to the MPWS;

- e) Grant judgment against all Defendants, jointly and severally, in favor of each Plaintiff in the amount of each Plaintiff's respective unpaid wages, plus double damages, pursuant to the MWPCCL;
- f) Award Plaintiffs their costs and reasonable attorneys' fees to the fullest extent permitted under the law under the FLSA and the Maryland Wage Laws;
- g) Award Plaintiffs prejudgment interest at the legal rate from the date of violations until judgment, and post-judgment interest at the legal rate thereafter;
- h) Order that Subcontractor Defendants cease and desist from violating the FLSA and Maryland Wage Laws;
- i) Award such other relief as this Court deems just and proper.

January 9, 2026

Respectfully submitted,

/s/ Mark Hanna

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