

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

BOOKHOLDERS, LLC

Plaintiff,

vs.

RILEY DEHORITY
ANNA PLETCH
HANNAH STEINCAMP

Case No. D07CV22012700

Case No. D07CV22013292

Case No. D07CV22013293

Defendants.

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**MOTION TO CONSOLIDATE
(HEARING REQUESTED)**

Defendants Riley DeHority, Anna Pletch, and Hannah Steincamp (collectively, “Defendants”), through their shared undersigned counsel, respectfully move this Court to consolidate the three above-captioned actions pending before this Court, pursuant to Md. Rules, Rule 2-503. Together, the three actions share both common subject matter and common questions of law and fact such that this Court should consolidate the actions and hold a joint hearing (or hearings, if necessary) on all claims and issues presented therein.

FACTS

Defendants are each full-time students at Virginia Tech who reside in Blacksburg, Virginia. *See* Defendants’ Motion to Dismiss filed contemporaneously with this Motion, App. 1 DeHority Aff. ¶ 1, App. 2 Pletch Aff. ¶ 1, App. 3 Steincamp Aff. ¶ 1 (hereinafter “DeHority Aff.,” “Pletch Aff.,” and “Steincamp Aff.” respectively). Each of Defendants, respectively, was hired by Plaintiff BookHolders, LLC (“BookHolders”), a retailer specializing in renting and

selling books to college students, as a part-time clerk for its Blacksburg location, at various dates in early 2022. DeHority Aff. ¶ 2, Pletch Aff. ¶ 2, Steincamp Aff. ¶ 2. Pletch’s employment for BookHolders began in January 2022, while DeHority’s and Steincamp’s employment began in May 2022. *Id.* Each Defendant was required to sign the same “Employee Arbitration Agreement” as a condition of their employment with BookHolders. DeHority Aff. ¶ 3, Pletch Aff. ¶ 3, Steincamp Aff. ¶ 3.

In May-June 2022, each of Defendants became concerned that BookHolders was unlawfully failing to pay Defendants and other employees the requisite minimum wage under Virginia law, which is \$11.00 per hour. DeHority Aff. ¶ 7, Pletch Aff. ¶ 8, Steincamp Aff. ¶ 6. In turn, Defendants DeHority, Pletch and Steincamp each submitted a wage claim to the Virginia Department of Labor and Industry (“VA DOLI”), alleging Virginia minimum-wage violations by BookHolders. DeHority Aff. ¶ 8 Ex. B, Pletch Aff. ¶ 10 Ex. B-1, Steincamp Aff. ¶ 8. DeHority submitted their claim on June 27, Pletch submitted her claim on July 9, 2022, and Steincamp submitted her claim in early July 2022. *Id.*

Each of Defendants then received an individual letter from BookHolders, which asserted that by filing a complaint with VA DOLI, Defendants had breached the Employee Arbitration Agreement as a condition of their employment with BookHolders. DeHority Aff. ¶ 11 Ex. C, Pletch Aff. ¶ 11 Ex. C-1, Steincamp Aff. ¶ 9 Ex. A-2. The letters threatened prompt legal action if Defendants did not withdraw their respective claims from the state agency. *Id.*

In turn, on August 9, Defendant DeHority was served with a copy of the writ of summons filed by BookHolders in this Court on July 25, alleging a breach of contract by DeHority. DeHority Aff. ¶ 15. Plaintiff also filed lawsuits against Defendants Pletch and Steincamp,

respectively, on August 9, asserting the same breach of contract allegations. Steincamp Aff. ¶ 11.

ARGUMENT

Md. Rule 2-503 provides that “[w]hen actions involve a common question of law or fact or a common subject matter, the court, on motion or on its own initiative, may order a joint hearing or trial or consolidation of any or all of the claims, issues, or actions.” The three actions at issue here are identical in almost every material respect: each Defendant, a now-former employee of BookHolders, was required to sign an identical arbitration agreement as a condition of their employment; each Defendant filed a charge with VA DOLI alleging state minimum-wage violations by BookHolders; and BookHolders sued each Defendant in response, alleging a breach of that arbitration agreement.

In turn, each Defendant intends to assert the same principal defense against BookHolders’ claims that turns on the same underlying set of facts and law. Indeed, as fully argued in Defendants’ contemporaneously filed Motion to Dismiss, BookHolders’ actions were filed in order to deter Defendants from engaging in constitutionally protected speech by reporting BookHolders’ apparent wage theft to VA DOLI, and thus constitute unlawful strategic lawsuits against public participation (“SLAPP suits”) under Maryland’s anti-SLAPP statute, entitling Defendants to civil immunity and a dismissal of BookHolders’ claims. Md. Code Ann., Cts & Jud. Proc. § 5-807.

Moreover, Defendants also intend to argue that the arbitration agreements that form the basis for BookHolders’ claims against each of the Defendants cannot be used to prevent them from reporting statutory violations to a public enforcement agency. *See Gilmer v.*

Interstate/Johnso n Lane Corp., 500 U.S. 20, 28 (1991) (employees “subject to an arbitration

agreement will still be free” to file complaints with government agencies). Indeed, each Defendant will show, based on common facts and law, that their claims with VA DOLI are not treated as private lawsuits under Virginia law, but as referrals of statutory violations to a public enforcement agency who proceeds in its own name through its own discretionary public-law enforcement role. *See Mar v. Malveaux*, 60 Va. App. 759, 770, 732 S.E.2d 733, 739 (Va. App. 2012); *see also EEOC v. Waffle House, Inc.*, 537 U.S. 279, 291, 294 (2002) (holding that arbitration agreement between employer and employee could not prevent government agency from pursuing a public enforcement Action in its own name and seeking victim-specific relief).

BookHolders’ claims against Defendants arise from a common underlying set of facts—in short, similarly situated BookHolders employees discovered that they were victims of apparent wage theft, submitted claims to a state enforcement agency alleging similar minimum wage violations, and were then sued in identical fashion by BookHolders in retaliation for doing so. Consequently, Defendants assert identical defenses that arise under the same legal principles—i.e. that BookHolders’ actions are unlawful SLAPP suits that must be dismissed, and that the arbitration agreements in question that form the basis of BookHolders’ claims are inapplicable to Defendants’ activity.

CONCLUSION

Due to the common questions of law and fact, as well as subject matter, that these three lawsuits present, Defendants respectfully request that this Court consolidate these three above-captioned actions into one action pursuant to Md. Rule 2-503 and hold a joint hearing (or hearings) on all claims presented therein.

Dated: October 21, 2022

Respectfully submitted,

s/ Adam Breihan

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Counsel for the Defendants

CERTIFICATE OF SERVICE

I hereby certify that on October 21, 2022, I will serve a copy of the foregoing motion and all supporting documents via regular first-class mail to the following:

BookHolders, LLC
2137 Hallmark Dr.
Gambrills, Maryland 21054

Dated: October 21, 2022

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