

APPENDIX 4



September 16, 2022

VIA EMAIL AND US MAIL: jwverde@bookholders.com

John Verde
Bookholders, LLC
2137 Hallmark Drive
Gambrills, MD 21054

RE: DISMISSAL OF MARYLAND DISTRICT COURT LAWSUITS
Case Numbers: D07CV220127000, D07CV22013292, and
D07CV22013293.

Dear Mr. Verde:

The undersigned law firms of Murphy Anderson PLLC, Public Justice P.C., and Washington Lawyers' Committee for Civil Rights and Urban Affairs represent Riley DeHority, Hannah Steincamp and Anna Pletch. Collectively, our firms have obtained dozens of legal rulings on behalf of workers who were not paid consistently with state or federal minimum wage law. In addition, Public Justice has focused its practice on combatting the abusive use of arbitration provisions and has successfully had such agreements declared unenforceable by numerous state and federal courts, including the Maryland Court of Appeals and the U.S. Court of Appeals for the Fourth Circuit, which includes Maryland and Virginia.

This letter is a formal demand that you dismiss the lawsuits you filed in Maryland District Court against our clients. Over the past several months, our clients filed Virginia Department of Labor and Industry (DOLI) complaints against Bookholders for failing to pay the Virginia minimum wage. Your lawsuits infringe on our clients' First Amendment right to petition the government. Complaining to government agencies is Constitutionally protected activity.

Further, it is settled law that arbitration agreements, even if otherwise valid and enforceable,¹ do not limit our clients' ability to seek assistance from government agencies. *Gilmer v. Johnson/Lane Corp.*, 500 U.S. 20, 28 (1991) ("An individual . . . subject to an arbitration agreement will still be free to file a charge with the [U.S. Equal Employment Opportunity Commission], even though the claimant is not able to institute a private judicial action."); see also *EEOC v. Waffle House, Inc.*, 534 U.S. 279, 291-93 (2002) (an arbitration agreement between an employee and employer did not preclude employee from filing charge with EEOC, nor did it preclude EEOC from pursuing an compensatory and punitive damages on the employee's behalf); *Walsh v. Arizona*

¹ We do not concede that the arbitration agreement you require BookHolders employees to sign is either valid or enforceable, notwithstanding the recent court orders in Maryland and West Virginia that have enforced it.

Logistics, Inc., 998 F.3d 393, 397 (9th Cir. 2021) (extending holding of *Waffle House* to FLSA claims filed by U.S. Department of Labor, and noting that employees can file complaints with DOL like the charges they can file with EEOC). Courts have reached the same conclusion regarding complaints filed with state agencies like DOLI. *See, e.g., Rent-A-Center, Inc. v. Iowa Civil rights Comm 'n*, 843 N.W.2d 727, 731 (Iowa 2014) (pregnant worker who had signed arbitration agreement with employer filed complaint with Iowa Civil Rights Commission).

Please note, contemporaneous with sending this letter, our clients are filing Unfair Labor Practice charges against BookHolders with the National Labor Relations Board. If you should take any further retaliatory action, we will vigilantly defend our clients by amending those charges, and/or filing a whistleblower retaliation claim under Virginia law.

You have until September 23 to dismiss your lawsuits. If you do not voluntarily dismiss these lawsuits, we will file a motion to dismiss the lawsuits pursuant to MD Code, Courts and Judicial Proceedings, § 5-807, which discusses strategic lawsuits against public participation.

As part of that motion, we will ask the court to have you pay our attorneys' fees as a sanction for your bad-faith conduct. *See MCB Woodberry Developer, LLC v. Council of Owners*, 253 Md. App. 279, 265 A. 3d 1140, 1156 (2021) (construing § 5-807 in light of Maryland Rule 1-341, which governs sanctions against litigants and/or their counsel for maintaining a proceeding in bad faith or without substantial justification).

We hope you will promptly dismiss the above-referenced suits so that we will not need to engage in this motions practice with the Court to seek their dismissal. If you, or your legal representative, wish to contact us about this matter, please contact Karla Gilbride at 202-861-5241 or kgilbride@publicjustice.net, or Mark Hanna at 202-491-7313 or mhanna@murphyllc.com.

Sincerely,

Mark Hanna
Murphy Anderson PLLC

Karla Gilbride
Public Justice

Joanna Wasik
Washington Lawyers Committee for Civil

Rights and Urban Affairs

Enclosure