

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

RONICA JOHNSON,)	
)	
)	
<i>Plaintiff,</i>)	
)	
v.)	Civil Action No. 8:16-cv-2154
)	
HEARTLAND DENTAL, LLC)	
)	
<i>Heartland.</i>)	

ANSWER

Heartland Dental, LLC (“Heartland”) answers the Complaint of Plaintiff Ronica Johnson as follows:

1. Heartland admits that the proper jurisdiction of this matter is in federal court.
2. Heartland admits that venue is proper.
3. Heartland does not have sufficient knowledge or information to admit or deny where Plaintiff resides.
4. Admit.
5. Admit.
6. Admit.
7. Admit.
8. Admit.
9. Heartland admits that some of its employees hold the position of Office Manager, some of whom are paid on an hourly basis and some of whom are paid on a

salaried basis, and denies the remaining allegations of Paragraph 9.

10. Deny.

11. Heartland admits that Plaintiff was employed by Heartland and was assigned to a dental office located in Mitchellville, Maryland (Prince George's County). Heartland denies all other allegations in Paragraph 11.

12. Deny.

13. Deny.

14. Heartland admits that, from time to time during the past three years it has paid Salaried Office Managers a salary and classified them as exempt from the FLSA's overtime pay requirements, and that Plaintiff at times fell within this group, and denies the remaining allegations in Paragraph 14.

15. Heartland admits that, from time to time during the past three years it has paid Office Managers on an hourly basis and classified them as eligible for overtime pay under the FLSA, and denies the remaining allegations in Paragraph 15.

16. Deny.

17. Admit.

18. Heartland admits that, since March 2016, Plaintiff has been paid on an hourly basis and has earned overtime pay for work weeks in excess of 40 hours, and denies the remaining allegations in Paragraph 18.

19. Deny.

20. Heartland admits that Plaintiff has alleged that she brings her lawsuit as a putative collective action, avers that the lawsuit does not qualify as a collective action under the FLSA, and denies the remaining allegations in Paragraph 21.

21. Heartland admits that Plaintiff has alleged that she desires to pursue her claims on behalf of any individuals who opt in to the action, avers that some individuals are not eligible to opt in, and denies the remaining allegations in Paragraph 22.

22. Deny.

23. Heartland restates and incorporates its responses to Paragraphs 1-23 above, including all denials.

24. Heartland admits that Plaintiff is an employee covered by the FLSA and denies the remaining allegations in Paragraph 25.

25. Admit.

26. Heartland admits that Plaintiff has quoted a few words from FLSA Section 207, avers that Paragraph 27 does not correctly or completely state the requirements of the FLSA, and denies the remaining allegations of Paragraph 27.

27. Deny.

28. Deny.

AFFIRMATIVE DEFENSES

First Affirmative Defense

29. To the extent not already specifically addressed above, Heartland denies each and every allegation not expressly admitted herein.

Second Affirmative Defense

30. The Complaint fails to state a claim upon which relief may be granted.

Third Affirmative Defense

31. Plaintiff was exempt from the overtime pay provisions of the FLSA.

Fourth Affirmative Defense

32. Plaintiff was paid all monies due her under the FLSA.

Fifth Affirmative Defense

33. Heartland is not liable for liquidated damages because Heartland did not willfully violate the FLSA; any acts or omissions giving rise to this action were reasonable, in good faith and not undertaken with reckless disregard as to whether such actions or omissions violated the FLSA.

Sixth Affirmative Defense

34. Plaintiff's claims that purport to be on behalf of others similarly situated are barred, in whole or in part, because Plaintiff cannot satisfy the requirements to maintain this suit as a collective action under 29 U.S.C. § 216, including but not limited to the fact that she is not similarly situated to other individuals in the group or class she purports to represent.

Seventh Affirmative Defense

35. To the extent that one or more of Plaintiff's claims are barred by the applicable statute of limitations, such statute is pled as a bar to Plaintiff's action.

Eighth Affirmative Defense

36. Any acts or omissions giving rise to this action were undertaken in good faith and in reliance upon written administrative regulations, orders, rulings, approvals, interpretations, and written and unwritten administrative practices of the Administrator of the Wage and Hour Division of the United States Department of Labor.

Ninth Affirmative Defense

37. To the extent one or more of the exemptions provided for in 29 U.S.C. § 213 apply to Plaintiff's claims, those claims are barred, in whole or in part.

Tenth Affirmative Defense

38. The claims set forth in the Complaint under the FLSA are reduced, in whole or in part, by the doctrine of payment, because Plaintiffs were properly compensated for all hours worked in accordance with the FLSA.

Eleventh Affirmative Defense

39. Some or all of Plaintiff's claims are reduced, in whole or in part, by her failure to exercise reasonable diligence to mitigate her alleged damages.

Twelfth Affirmative Defense

40. Plaintiffs is barred from recovery because some or all of the alleged time at issue is *de minimis*.

Thirteenth Affirmative Defense

41. Plaintiffs is not entitled to compensation for some or all of hours allegedly worked by Plaintiff to the extent the activities at issue are excluded from compensability.

WHEREFORE, having fully responded to all allegations in the Plaintiff's Complaint, Heartland respectfully requests that this Court deny Plaintiff the relief in the Prayer for Relief and that the Complaint be dismissed with prejudice, with costs to be adjudged against the Plaintiff, or for such other relief as this Honorable Court may deem just and proper.

Respectfully submitted,

Dated: September 30, 2016

/s/ Raymond C. Fay
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 30th day of September, 2016, I caused Heartland Dental's Answer to Plaintiff's Complaint to be filed electronically in the Court's ECF system. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system.

/s/ Raymond C. Fay