

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DONNELL DAVIS

C/O Migliaccio & Rathod LLP
412 H Street NE, Ste. 302
Washington, D.C. 20002

Plaintiff,

v.

GIANT OF MARYLAND, LLC

830 Professional Place, Suite 115
Landover, MD 20785

Serve on: Corporation Service Co.
1156 15th St. NW
Washington, D.C. 20005

Defendant.

Case No. 2025-CAB-003701

JURY TRIAL DEMANDED

COLLECTIVE ACTION COMPLAINT

This is a wage-and-hour collective action brought by Plaintiff Donnell Davis against his former employer, Defendant Giant of Maryland, LLC (“Defendant” or “Giant”), which operates numerous grocery stores throughout the District of Columbia. Plaintiff, a shelf-stocking clerk, alleges that Giant failed to pay wages for all hours worked through systemic time-shaving practices and failing to pay overtime rates in accordance with District law. Plaintiff brings this collective action to recover such restitution and damages due under the D.C. Wage Payment and Collection Law (“WPCL”), D.C. Code § 32-1301, *et seq.*, and D.C. Minimum Wage Revision Act (“MWRA”), D.C. Code § 32-1001, *et seq.*

PARTIES

1. Plaintiff Donnell Davis is a resident of the District of Columbia.
2. Defendant Giant of Maryland, LLC is a Maryland corporation whose business

address is 830 Professional Place, Suite 115, Landover, MD 20785. Giant transacts business in the District by operating seven grocery stores in the city.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action under D.C. Code §§ 11-921 and 13-423.

4. Venue is proper in this Court because the acts giving rise to this action occurred in the District.

FACTUAL ALLEGATIONS

A. Plaintiff's employment with Giant.

5. Giant operates seven grocery stores in the District of Columbia, which includes a store in the District's Shaw neighborhood, located at 1400 7th Street NW.¹

6. Plaintiff worked for Giant at the Shaw location as a clerk from March 2024 through February 2025.

7. Plaintiff primarily worked night shifts, where his job responsibilities involved unloading goods from delivery vehicles and stocking store shelves.

8. Plaintiff was hired at an hourly wage of \$18.75/hour.

9. Giant employs at least 50 store clerks at the Shaw location, and hundreds more at its other grocery stores in the District.

B. Giant's time rounding practices failed to compensate Plaintiff for all hours worked.

10. Giant employees, including Plaintiff, are assigned a weekly shift schedule that typically requires them to report and leave work at the top of the hour. For example, Plaintiff typically worked an 8-hour daily shift five days a week Wednesday through Sunday, which generally began at 12:00AM and ended at 8:00AM.

¹ <https://stores.giantfood.com/dc/washington>.

11. Employees are required to clock-in and clock-out when they report and leave work for their assigned shifts, which is done through an electronic timekeeping system (the “Time Clock”). At the Shaw location, there is only one electronic timekeeping kiosk at which employees can clock-in and clock-out.

12. The Time Clock records clock-ins and clock-outs to the minute.

13. Employees’ pre-assigned shifts are integrated into the Time Clock. Giant has configured the Time Clock to prevent employees from clocking in more than two minutes before their shift starts.

14. While the Time Clock records employees’ time to the minute, for purposes of employee pay, Giant systemically rounds time in one-fourth hourly increments. For example, the smallest hourly increment on which Plaintiff was paid for hours worked according to his pay stubs was 0.25.

15. Giant’s practice of rounding time for purposes of employee pay has the effect of consistently failing to pay Plaintiff and similarly situated employees for all hours worked.

16. For example, Plaintiff frequently was forced to clock out several minutes after his shift technically ended due to completing work-related tasks. These tasks included removing and storing protective equipment that Giant provided him to perform his job duties, which included knee pads, a back brace, gloves, and a box cutter. Further adding to the delay in clocking out was the fact that there was often a line of employees waiting to both clock-in and clock-out at the Shaw location’s single timekeeping device in the mornings when Plaintiff’s shift ended. As a result, Plaintiff rarely clocked at the top of the hour when his shift was technically supposed to end and would clock out at “non-round” times, such as 8:06AM and 8:12AM.

17. In addition, around the summer of 2024, Giant implemented a policy requiring clerks like Plaintiff to undergo a bag check with a supervisor prior to clocking out of their shifts and leaving work. Giant implemented this policy for its own benefit to address concerns that employees were stealing goods from the store.

18. This policy was inefficiently implemented, as it required employees like Plaintiff to locate a supervisor to conduct the bag check at the end of their shifts on an *ad hoc* basis—a process that could take anywhere between 10-20 minutes on a given day.

19. Giant's bag check policy further caused Plaintiff to routinely clock out at non-round times after his shift ended.

20. Giant's practice of rounding time for pay purposes had the effect of consistently failing to compensate employees properly for time worked after their shift technically ended, where they performed compensable work such as completing work tasks wrapping up their shifts and complying with Giant's bag check policy.

21. Put another way, the hours worked reported on Plaintiff's pay stubs were consistently lower than the actual hours worked that he logged in the Time Clock. Indeed, because Plaintiff and similarly situated employees routinely clocked out after their assigned shifts ended, Giant's rounding practices consistently failed to compensate them for such post-shift work performed.

C. Giant engaged in additional time-shaving practices.

22. Plaintiff also experienced affirmative time-shaving practices during his tenure where his hours reported on his pay stub did not accurately reflect his hours worked.

23. On information and belief, Plaintiff's hours worked that he initially logged in the Time Clock were affirmatively reduced by Giant managers or by way of some other timekeeping error.

24. Plaintiff is in his 30s and has a flexible schedule—and as a result, prioritized working overtime to maximize his earnings.

25. As a member of the sparingly-staffed night crew, overtime work was almost always available during Plaintiff's tenure at Giant on any given daily shift. Toward the end of Plaintiff's shift, it was the norm for overtime to be offered to employees who wanted it, as there almost always remained shelves to stock and tasks to complete.

26. Plaintiff, as a matter of practice, almost always sought to work at least one overtime hour in excess of his regularly scheduled 8-hour daily shifts. As a result, Plaintiff, consistently worked between 44 and 45 hours in a workweek.

27. As a result of Plaintiff's consistent practice of working at least 44-hour workweeks, he began noticing when his pay stubs reported hours short of what he actually worked. For example, the following October 17, 2024 pay stub² reports only 41.5 hours worked in the workweek—this total is inaccurate, as Plaintiff worked hours in excess of that total for which he was not compensated. The inaccuracy of the October 17, 2024 pay stub is further demonstrated by the fact that it reports only 6.75 hours worked on Sunday, even though Plaintiff worked his full 8-hour shift on that day and as a general matter, almost always completed his regularly scheduled 8-hour shifts in full.

² Personally identifiable information in Plaintiff's pay stubs have been redacted. *See* SCR-Civil 5, Comment to 2006 Amendments.

CO 008037-007762
Z8V

PAYROLL ADMINISTRATOR
ADUSA Services, LLC
2110 Executive Dr.
Salisbury, NC 28147

EMPLOYER ADDRESS:
Giant Of Maryland LLC
8301 Professional Pl Ste 115
Landover MD 20785

2376 011: WASHINGTON DC
Position Title: Clerk (U)
For inquiries on this statement please call: 866-789-4748
Total Hours Worked: 41.75
Basis of Pay: Hrly Wkly
Pay Rate: 17.5000

Earnings	Rate	Hours/Units	This Period	Year-to-Date
Regular				884.00
SUN PREM1	18.7500	6.75	126.57	3,175.66
SUN OT				2,119.62
Holiday				87.50
REG NIGHW1	18.7500	32.00	600.00	19,844.73
REG OTW1	28.7800	3.00	86.34	1,120.17
NOL NITE				318.31
NOL OT				60.41
Gross Pay			812.91	27,610.40
Tax Deductions				
FED Withholding Tax			59.40	1,888.57
Social Security Tax			50.40	1,711.84
Medicare Tax			11.79	400.35
DC Withholding Tax			45.15	1,524.38
Tax Deduction Total			166.74	5,525.14
Taxable Wage Summary				
Federal Wages			812.91	27,610.40
Social security			812.91	27,610.40
Medicare Wages			812.91	27,610.40
DC Taxables			812.91	27,610.40

Earnings Statement

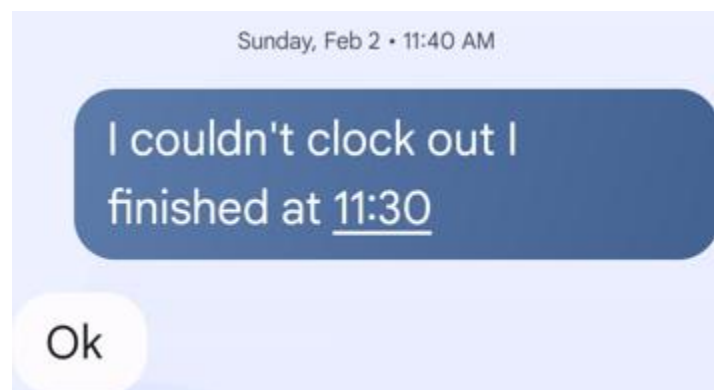
Employee ID: 020893209
Page 001 of 001
Period Beg/End: 10/06/2024 - 10/12/2024
Check Date: 10/17/2024
Check Number: 0037275953
Batch Number: 000000006292

DONNELL DAVIS


Other Deductions	This Period	Year-to-Date
Total	0.00	0.00
Post-Tax Deductions		
Union Dues	15.00	526.66
Total	15.00	526.66
Net Pay	631.17	21,513.50
Net Check	631.17	
Accrual Summary		
Description		Balance
Sick		37.00
Vacation		0.00
Holiday		10.00
Global ID:	8000279658	
Reference:	1000438017	

* Refer to accrual rules in PTO policy

28. Another concrete example of time-shaving occurred on February 2, 2025, a Sunday. On that day, Plaintiff completed his regular 8-hour shift that ran from 12:00AM-8:00AM. He then worked an additional 3.5 overtime hours and attempted to clock out at 11:30am, but found that the Time Clock was broken. As a result, he sent a text message to his supervisor to document his hours, stating that he “couldn’t clock out” and “finished [his shift] at 11:30.” A screenshot of this text, with its corroborating time stamp, is provided below.



29. For this Sunday shift, Plaintiff worked 11.5 hours in total. However, his pay stub for this pay period reported that he only worked 9 hours on that Sunday shift, as shown in the screenshot below. As a result of this time-shaving, Giant failed to pay Plaintiff for 2.5 hours for this particular shift.

CO 007751-007540 Z8V 2376 011: WASHINGTON DC C 02/13/2025 PAYROLL ADMINISTRATOR ADUSA Services, LLC 2110 Executive Dr. Salisbury, NC 28147		Earnings Statement Employee ID: 020893209 Page 001 of 001 Period Beg/End: 02/02/2025 - 02/08/2025 Check Date: 02/13/2025 Check Number: 0037443521 Batch Number: 000000006891		
EMPLOYER ADDRESS: Giant Of Maryland LLC 8301 Professional Pl Ste 115 Landover MD 20785		DONNELL DAVIS 		
Position Title: GF-Clerk (U) For inquiries on this statement please call: 866-789-4748 Total Hours Worked: 19.50 Basis of Pay: Hrly Wkly Pay Rate: 17.6000				
Earnings	Rate	Hours/Units	This Period	Year-to-Date
SUN PREW1	19.1000	9.00	171.90	931.10
SUN OT			498.63	
Holiday			175.50	
REG NIGHW1	18.8500	9.25	174.36	3,941.16
REG OTW1	28.9900	1.25	36.24	678.20
HOL OT			423.06	
Gross Pay			382.50	6,647.65
Tax Deductions				
FED Withholding Tax		9.95	531.97	
Social Security Tax		23.71	412.15	
Medicare Tax		5.55	96.39	
DC Withholding Tax		19.18	383.95	
Tax Deduction Total		58.39	1,424.46	
Taxable Wage Summary				
Federal Wages		382.50	6,647.65	
Social security		382.50	6,647.65	
Medicare Wages		382.50	6,647.65	
DC Taxables		382.50	6,647.65	
Other Deductions			This Period	Year-to-Date
Total			0.00	0.00
Post-Tax Deductions				
Union Dues		15.00	105.00	
Total		15.00	105.00	
Net Pay			309.11	5,118.19
Net Check			309.11	
Accrual Summary				Balance
Description				
Sick				0.00
Vacation				30.49
Holiday				15.00
Global ID:	8000279658			
Reference:	1000523525			
* Refer to accrual rules in PTO policy View stub https://my.adp.com or get the app Get Started, Find Me, Select YOUR INFO				
DIRECT DEPOSIT: safe simple convenient No delivery delay. No check cashing fee				

30. These two examples are demonstrative of a broader pattern where Giant's affirmative time-shaving practices repeatedly failed to compensate Plaintiff and similarly situated employees for all hours worked.

D. Giant failed to pay Plaintiff the statutorily-mandated overtime rate.

31. The MWRA requires employers to pay an overtime rate of 1.5 times the employee's regular rate for hours worked in excess of 40 in a workweek. *See* D.C. Code § 32-1003(c).

32. Giant failed to properly pay Plaintiff 1.5 times his regular rate for hours worked in excess of 40 in a workweek. The following September 26, 2024 pay stub provides just one example of this failing.

C0
ZBV
AD08: U234
2376 011: WASHINGTON DC
Giant Of Maryland LLC
2110 Executive Dr.
Salisbury, NC 28147

008100-007823

Earnings Statement

Employee ID: 020893209
Page 001 of 001
Period Beg/End: 09/15/2024 - 09/21/2024
Check Date: 09/26/2024
Check Number: 0037243005
Batch Number: 000000006172

DONNELL DAVIS

Position Title: GF-Clerk (U)
For inquiries on this statement please call: 866-789-4748
Total Hours Worked: 41.75
Basis of Pay: Hrly wkly
Pay Rate: 17.5000

Earnings	Rate	Hours/ Units	This Period	Year-to-Date
Regular				884.00
SUN PREW1	18.7500	8.25	154.69	2,744.40
SUN OTW1	26.8700	0.75	20.15	2,112.90
Holiday				87.50
REG NIGHW1	18.7500	31.75	595.32	18,194.73
REG OTW1	28.7500	1.00	28.75	976.31
HOL NITE				318.31
HOL OT				60.41
Gross Pay			798.91	25,378.56

Other Deductions	This Period	Year-to-Date
Total	0.00	0.00

Tax Deductions		
FED Withholding Tax	57.72	1,735.20
Social Security Tax	49.53	1,573.47
Medicare Tax	11.59	367.99
DC Withholding Tax	44.24	1,401.67
Tax Deduction Total	163.08	5,078.33

Post-Tax Deductions		
Union Dues	13.07	483.59
Total	13.07	483.59

Net Pay	622.76	19,771.64
Net Check	622.76	

Accrual Summary		Balance
Sick		34.00
Vacation		0.00
Holiday		10.00

Global ID: 8000279658
Reference: 1000423033

* Refer to accrual rules in PTO policy

Taxable Wage Summary		
Federal Wages	798.91	25,378.56
Social security	798.91	25,378.56
Medicare Wages	798.91	25,378.56
DC Taxables	798.91	25,378.56

33. According to this pay stub, Plaintiff worked 41.75 hours total in this workweek, for a total of 1.75 overtime hours. As Plaintiff's regular rate was \$18.75/hour, applying the 1.5x premium results in an overtime rate of \$28.125. As a result, Plaintiff's overtime wages for this pay period should have been: 1.75 (overtime hours) * \$28.125 (overtime rate) = **\$49.22**.

34. However, Giant undercompensated Plaintiff by only paying him **\$48.90** for his overtime hours during this pay period. This under-compensation is due to the fact that Giant applied an impermissibly low overtime rate for Plaintiff's Sunday hours of \$26.87, which reflects a 1.43x premium on top of Plaintiff's regular rate. (Note that while this pay stub disaggregates Plaintiff's rate for Sunday and non-Sunday work, his hourly rate is the same (\$18.75/hour) regardless of the day he worked).

35. Giant's non-compliant overtime premium for Sunday hours is not offset by its slightly higher premium for non-Sunday hours, which at \$28.75/hour, reflects a 1.53x premium. The net effect of applying both premiums results in an overtime payment below than what Plaintiff is entitled to under the MWRA.

36. Giant caused injury to Plaintiff and similarly situated employees by repeatedly failing to pay them their overtime rates as they are entitled to under District law.

COLLECTIVE ACTION ALLEGATIONS

37. Pursuant to D.C. Code § 32-1308(a)(1)(C)(iii), Plaintiff seeks to prosecute his WPCL and MWRA claims as a Collective Action on behalf of all similarly situated persons who were employed by Defendant in the District of Columbia during the Collective Action Period, defined as three years prior to the filing of this Complaint through the present. Plaintiff's consent to join form is appended hereto as Exhibit A.

38. As used herein, the term "Collective" includes the following defined collectives:

- a. **Time-Shaving Collective:** "All current and former Giant hourly employees who were not paid for all hours worked, as measured by comparing their hours worked logged in the Time Clock with hours worked reported on their pay stubs during the Collective Action Period."
- b. **Overtime Collective:** "All current and former Giant hourly employees who were not paid a rate 1.5 times their regular rate for hours worked over 40 in a workweek during the Collective Action Period."

39. Plaintiff and Collective Members are "similarly situated" as that term is used D.C. Code § 32-1308(a)(1)(C)(iii), because, among other things, all such individuals worked pursuant to Defendant's above described pay policies and practices and, as a result of such policies and

practices, were not compensated for all hours worked as required by the WPCL and were not paid correct overtime rates as required by the MWRA.

40. Resolution of this action requires inquiry into common facts, including, among other things, Defendant's rounding practices in timekeeping and payment of wages for hours worked, policies and practices relating to management's ability to modify employee time records, and policies and practices relating to calculation of overtime rates.

41. These similarly situated individuals are known to Defendant, are readily identifiable, and can be located through Defendant's payroll records, which Defendant was required to maintain pursuant to the WPCL and MWRA.

42. Conditional certification of this case as a collective action pursuant to D.C. Code § 32-1308(a)(1)(C)(iii) is proper and necessary so that these employees may be readily notified of this action through direct U.S. mail and/or other means including email and allowed to opt in for the purpose of collectively adjudicating their claims for owed compensation, liquidated damages and/or interest, and attorneys' fees and costs under the WPCL and MWRA.

43. There are many similarly situated current and former employees who have not been paid wages in violation of the MWRA and WPCL and who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it. Thus, notice should be sent to the Collective pursuant to D.C. Code § 32-1308(a)(1)(C)(iii).

44. Pursuant to D.C. Code § 32-1308(a)(1)(C)(v), Plaintiff is authorized to pursue his claims "[i]nitially as a collective action . . . and subsequently as a class action."

CAUSES OF ACTION

COUNT I: FAILURE TO PAY WAGES IN VIOLATION OF WPCL

45. Plaintiff re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

46. Defendant is an “employer” that employed Plaintiff and the Collective members as “employees” as defined by the WPCL. D.C. Code § 32-1301(1B), (2).

47. Defendant engaged in time-shaving practices, as detailed in Sections B-C, *infra*, that failed to compensate Plaintiff and Collective members for hours worked after their scheduled shifts by rounding off time to the end of their scheduled shift and/or affirmatively reducing Plaintiff and Collective members’ time records of hours worked. Such hours worked were compensable under the WPCL, as Plaintiff and Collective members were suffered or permitted to work during this time and their work performed was for the benefit of Defendant.

48. Defendant’s time-shaving practices violate the WPCL’s requirement that employers “shall pay all wages earned” to their employees. D.C. Code § 32-1302.

49. Plaintiff and Collective members were injured by Defendant’s time-shaving practices and were entitled under the WPCL to be paid their wages—i.e., their regular rate—for all hours worked. D.C. Code § 32-1302.

50. Plaintiff seeks to recover on behalf of himself and Collective members all authorized relief provided for in the WPCL, including back wages, liquidated damages equal to treble the amount of unpaid wages, statutory penalties, injunctive relief, and reasonable attorneys’ fees and costs. D.C. Code § 32-1308(a)(1)(A).

COUNT II: FAILURE TO PAY OVERTIME RATE IN VIOLATION OF MWRA

51. Plaintiff re-alleges the foregoing paragraphs of this Complaint as if fully set forth herein.

52. Defendant is an “employer” that employed Plaintiff and the Collective members as “employees” as defined by the MWRA. D.C. Code § 32-1002(1A), (2), (3).

53. Defendant's failure to pay overtime rates of 1.5 times Plaintiff and Collective members' regular rates for hours worked in excess of 40 in a workweek violates D.C. Code § 32-1003(c).

54. Plaintiff brings this count for violations of the MWRA under the WPCL, which authorizes "persons aggrieved by a violation of [] the Minimum Wage Revision Act" to bring civil actions for violations of the MWRA and WPCL. D.C. Code § 32-1308(a)(1)(A).

55. Plaintiff seeks to recover all authorized relief provided for in the MWRA and WPCL, including the payment of back wages, liquidated damages equal to treble the amount of unpaid wages, statutory penalties, injunctive relief, and reasonable attorneys' fees and costs. D.C. Code § 32-1308(a)(1)(A); D.C. Code § 32-1012.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests:

a. An order designating this action as a WPCL and MWRA collective action on behalf of Plaintiff and the Collective and prompt issuance of notice pursuant to D.C. Code § 32-1308(a)(1)(C)(iii), (v) to all similarly situated members of the Collective, apprising them of the pendency of this action, and permitting them to assert timely WPCL and MWRA claims in this action by filing individual Consents to Join pursuant to D.C. Code § 32-1308(a)(1)(C)(iii), (v);

b. An order certifying the proposed Collective action and appointing Plaintiff and his counsel to represent the Collective;

c. An award to Plaintiff and the Collective in the amount of actual damages in the form of unpaid wages and liquidated damages for violations of the WPCL and MWRA, in an amount to be proven at trial;

- d. An award of statutory penalties to Plaintiff and the Collective for violations of the WPCL and MWRA, in an amount to be proven at trial;
- e. An award of costs and reasonable attorneys fees;
- f. An order enjoining the unlawful conduct alleged herein; and
- g. Such other further relief as this Court deems just and proper.

JURY DEMAND

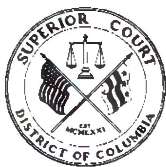
Plaintiff demands a trial by jury on all issues triable as of right by a jury in this action.

Date: June 10, 2025

Respectfully submitted,

/s/ Randolph T. Chen
Randolph T. Chen [1032644]
Jason S. Rathod [1000882]
Nicholas A. Migliaccio [484366]
MIGLIACCIO & RATHOD LLP
412 H St., NE, Suite 302
Washington, D.C. 20002
(202) 470-3520 (Tel.)
(202) 800-2730 (Fax)
rchen@classlawdc.com

Counsel for Plaintiff



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

DONNELL DAVIS

Plaintiff

vs.

Case Number **2025-CAB-003701**

GIANT OF MARYLAND, LLC

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Randolph T. Chen

Name of Plaintiff's Attorney
Migliaccio & Rathod LLP, 412 H St., NE, Ste 302
Washington D.C. 20002

Address

202-470-3520

Telephone

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하 시면, (202) 879-4828로 전화주세요 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

Clerk of the Court

By

Deputy Clerk



Date

June 10, 2025

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation

Vea al dorso la traducción al español

EXHIBIT A

**CONSENT TO BECOME PARTY PLAINTIFF IN COLLECTIVE ACTION
UNDER THE D.C. WAGE PAYMENT & COLLECTION LAW,
D.C. CODE § 32-1308(a)(1)(C)(v)**

1. I consent to be a party plaintiff in a lawsuit against Giant of Maryland LLC and/or related entities and individuals in order to seek redress for violations of the D.C. Wage Payment & Collection Law, pursuant to D.C. Code § 32-1308(a)(1)(C)(v), and under the D.C. Minimum Wage Revision Act and related D.C. wage theft statutes.

2. By signing and returning this consent form, I designate the attorneys at Migliaccio & Rathod LLP, 412 H Street N.E., Suite 302, Washington D.C. 20002, and any other lawyers they choose to associate with to represent me in this case.

3. I also consent to join any separate or subsequent action to assert my claim against Giant of Maryland LLC, and/or related entities and individuals potentially liable to the extent the attorneys believe it is necessary to successfully prosecute my claim.

Donnell Davis

Full Legal Name (please PRINT clearly)

Donnell Davis

06/09/2025

Signature

Date

Street Address (with apartment number, if applicable)

[REDACTED]

City, State, Zip Code

[REDACTED]

[REDACTED]

Home Phone Number

Cell Phone Number

[REDACTED]

Email Address (we will use this as our primary method to contact you)

[REDACTED]

[REDACTED]

Emergency Contact Name
(in case we lose contact with you)

Emergency Contact Phone Number

Superior Court of the District of Columbia

CIVIL DIVISION - CIVIL ACTIONS BRANCH

INFORMATION SHEET

_____	Case Number: 2025-CAB-003701
Plaintiff(s)	
vs	Date: _____
_____	One of the defendants is being sued in their official capacity.
Defendant(s)	

Name: <i>(Please Print)</i>	Relationship to Lawsuit
Firm Name:	Attorney for Plaintiff
Telephone No.: DC Bar No.:	Self (Pro Se)
	Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar #: _____

NATURE OF SUIT: <i>(Check One Box Only)</i>			
CONTRACT	COLLECTION/INS. SUB	EMPLOYMENT DISPUTE	
Breach of Contract	Debt Collection	Breach of Contract	
Breach of Warranty	Insurance Subrogation	Discrimination	
Condo/Homeowner Assn. Fees	Motion/Application for Judgment by Confession	Wage Claim	
Contract Enforcement	Motion/Application Regarding Arbitration Award	Whistle Blower	
Negotiable Instrument		Wrongful Termination	
REAL PROPERTY		FRIENDLY SUIT	
Condo/Homeowner Assn. Foreclosure	Ejectment Other	HOUSING CODE REGULATIONS	
Declaratory Judgment	Eminent Domain Quiet Title	QUI TAM	
Drug Related Nuisance Abatement	Interpleader Specific Performance	STRUCTURED SETTLEMENTS	
ADMINISTRATIVE PROCEEDINGS		AGENCY APPEAL	
Administrative Search Warrant	Release Mechanics Lien	Dangerous Animal Determination	
App. for Entry of Jgt. Defaulted Compensation Benefits	Request for Subpoena	DCPS Residency Appeal	
Enter Administrative Order as Judgment	MALPRACTICE	Merit Personnel Act (OEA)	
Libel of Information	Medical – Other	Merit Personnel Act (OHR)	
Master Meter	Wrongful Death	Other Agency Appeal	
Petition Other	APPLICATION FOR INTERNATIONAL FOREIGN JUDGMENT		

Information Sheet, Continued

CIVIL ASSET FORFEITURE Currency Other Real Property Vehicle		TORT Abuse of Process Assault/Battery Conversion False Arrest/Malicious Prosecution Libel/Slander/Defamation Personal Injury Toxic Mass Wrongful Death (Non-Medical Malpractice)	
NAME CHANGE/VITAL RECORD AMENDMENT Birth Certificate Amendment Death Certificate Amendment Gender Amendment Name Change			
GENERAL CIVIL Accounting Deceit (Misrepresentation) Fraud Invasion of Privacy Lead Paint Legal Malpractice Motion/Application Regarding Arbitration Award Other - General Civil	Product Liability Request for Liquidation Writ of Replevin Wrongful Eviction CIVIL I/COMPLEX CIVIL Asbestos MORTGAGE FORECLOSURE Non-Residential Residential	STATUTORY CLAIM Anti – SLAPP Consumer Protection Act Exploitation of Vulnerable Adult Freedom of Information Act (FOIA) Other TAX SALE FORECLOSURE Tax Sale Annual Tax Sale Bid Off	
VEHICLE Personal Injury Property Damage	TRAFFIC ADJUDICATION APPEAL REQUEST FOR FOREIGN JUDGMENT		

/s/ Randolph T. Chen

Filer/Attorney's Signature

Date