

APPELLATE COURT OF MARYLAND

Carmelo Reyes Morales, et al. v. Bryant Concrete Construction, Inc., et al.

Carmelo Reyes Morales, et al. v. Bryant Concrete Construction, Inc., et al. · No. Nos. 488 and 549, September Terms, 2023 and 2024; ACM-REG-0488-2023 and ACM-REG-0549-2024 (consolidated); ACM-REG-0877-2025 · Decided January 28, 2026

SUMMARY

The Appellate Court of Maryland held that sufficient evidence supported a jury question on whether a company co-owner was an employer personally liable under the FLSA, MWHL, and MWPCl. The court further held that liquidated damages under the FLSA and MWHL are determined by the judge, and that the good-faith defense need not be separately pleaded. The court vacated the circuit court’s judgments and remanded for further proceedings.

CASE DETAILS

COURT	Appellate Court of Maryland
WRITING FOR THE COURT	Tang, J.; Arthur, J.; Harrell, Glenn T., Jr., Senior Judge, specially assigned
JURISDICTION	Maryland
DECIDED	January 28, 2026
DOCKET	Nos. 488 and 549, September Terms, 2023 and 2024; ACM-REG-0488-2023 and ACM-REG-0549-2024 (consolidated); ACM-REG-0877-2025
DISPOSITION	vacated
PROCEDURAL POSTURE	Employees appealed from judgments entered after a jury trial on unpaid-overtime claims. The circuit court granted judgment in favor of Subrena Bryant, the jury awarded unpaid overtime against the Company but found Kyrone Bryant not personally liable, the court denied liquidated damages under the FLSA and MWHL, and the court awarded only a portion of the requested attorneys' fees and costs.
STANDARD OF REVIEW	A motion for judgment based on legal insufficiency is reviewed by considering all credible evidence and reasonable inferences in the light most favorable to the nonmoving party; if any evidence, no matter how slight, legally suffices to generate a jury question, judgment must be denied. Whether the trial court applied the correct standard is

reviewed de novo. The court also stated that mixed questions concerning good faith and reasonable grounds involve de novo review of legal principles and clear-error review of factual findings, while the ultimate decision to reduce or deny liquidated damages is reviewed for abuse of discretion.

PRECEDENTIAL VALUE

published

PARTIES

Carmelo Reyes Morales, Demetrio Perez Rodriguez, Oscar Perez Lopez, a.k.a. Oscar Perez Robles, Alberto Dominguez Luna v. Bryant Concrete Construction, Inc., Kyrone Bryant, Subrena Bryant

TOPICS

wage and hour

flsa

damages

appellate procedure

statutory interpretation

PRACTICE AREAS

employment law

wage and hour

appellate procedure

remedies

statutory interpretation

QUESTIONS PRESENTED

1. Whether the circuit court erred by granting judgment for Subrena Bryant on the ground that the evidence was legally insufficient to permit a jury to find that she was an employer under the FLSA, MWHL, and MWPCCL.
2. Whether the error in excluding Subrena from the case and the verdict sheet was harmless.
3. Whether the good-faith defense to FLSA and MWHL liquidated damages is an affirmative defense that must be separately pleaded under Maryland Rule 2-323(g).
4. What legal standards govern the good-faith and reasonable-grounds defense to liquidated damages under the FLSA and MWHL.

HOLDINGS

1. The circuit court erred in granting judgment for Subrena because the evidence, viewed in the Employees' favor, was legally sufficient to generate a jury question concerning whether she was an employer under the FLSA, MWHL, and MWPCCL.
2. The error was not harmless because it deprived the Employees of a jury determination on Subrena's personal liability and probably affected the outcome.
3. The good-faith defense to liquidated damages is an affirmative defense, but it is not one of the defenses enumerated in Maryland Rule 2-323(g), and neither the FLSA nor the MWHL requires it to be specifically pleaded. The defendants therefore did not waive the defense by failing to plead it separately.
4. To reduce or eliminate liquidated damages, an employer must objectively establish both good faith and reasonable grounds for believing that its conduct did not violate the applicable wage law. The defense

requires serious and informed efforts to comply; payroll delegation, industry practice, or absence of employee complaints alone is insufficient.

KEY QUOTATIONS

“The factors are ‘not to be applied mechanistically, and their general purpose must be understood as ultimately assigning responsibility under the law.’” (at 21-22)

“Based on all this, there was legally sufficient evidence to generate a jury question that some factors of the economic reality test were met, upon which the jury could have concluded that Subrena was an employer based on the totality of the circumstances.” (at 24-25)

“Therefore, the Appellees were permitted, but were not required, to plead the affirmative defense of good faith separately. Their failure to do so does not constitute waiver of the defense.” (at 31-32)

“The good faith provision ‘exists not just to make employees whole, but also to deter employers from gambling on noncompliance—that is . . . from rolling the dice by underpaying employees, reasoning all the while that it would be no worse off even if the employees eventually prevailed in court.’” (at 32-33)

FACTUAL BACKGROUND

Bryant Concrete Construction was a small Maryland concrete-construction company owned by siblings Kyrone Bryant and Subrena Bryant. The Employees alleged that they worked more than forty hours per week but were paid for overtime at their regular hourly rate rather than at the required overtime rate. Subrena owned 51 percent of the Company, served as vice president, ran the office, had authority over hiring, firing, pay rates, and employment conditions, managed payroll, entered employee hours, distributed paychecks, and maintained personnel and payroll records.

PROCEDURAL HISTORY

The Employees sued Bryant Concrete Construction, Inc., Kyrone Bryant, and Subrena Bryant under the FLSA, MWHL, and MWPCCL for unpaid overtime and related damages. During trial, the Circuit Court for Baltimore County granted judgment in Subrena's favor. The jury awarded unpaid overtime against the Company, found no basis for enhanced MWPCCL damages, and found Kyrone not personally liable. The circuit court denied FLSA and MWHL liquidated damages and awarded \$12,891.95 in attorneys' fees. The Appellate Court of Maryland consolidated the appeals, dismissed a later untimely appeal, and held that the judgment for Subrena was erroneous and prejudicial.

DISPOSITION

vacated

REMAND INSTRUCTIONS

Vacate the judgment in favor of Subrena Bryant, the judgment on the jury verdict, the judgment denying FLSA and MWHL liquidated damages, and the judgment awarding attorneys' fees. Remand to the Circuit Court for

Baltimore County for further proceedings, including a new trial, consistent with the opinion. Appellees must pay costs.

CASES CITED

- Qun Lin v. Cruz, 247 Md. App. 606, 615, 632, 634 (2020)
- Martinez v. Amazon.com Services LLC, 491 Md. 38, 48, 54, 64 n.7 (2025)
- Roy v. County of Lexington, 141 F.3d 533, 548-49 (4th Cir. 1998)
- Perez v. Mountaire Farms, Inc., 650 F.3d 350, 375 (4th Cir. 2011)
- Rogers v. Savings First Mortgage, LLC, 362 F. Supp. 2d 624, 637-38 (D. Md. 2005)
- Randolph v. PowerComm Construction Inc., 309 F.R.D. 349, 365 (D. Md. 2015)
- Fowler v. Land Management Groupe, Inc., 978 F.2d 158, 163 (4th Cir. 1992)
- Peters v. Early Healthcare Giver, Inc., 439 Md. 646, 652-57, 661 (2014)
- Newell v. Runnels, 407 Md. 578, 649-51 (2009)
- Turner v. Human Genome Sciences, Inc., 292 F. Supp. 2d 738, 744 (D. Md. 2003)
- Admiral Mortgage, Inc. v. Cooper, 357 Md. 533, 543, 548-51, 553 (2000)
- Baltimore Harbor Charters, Ltd. v. Ayd, 365 Md. 366, 396 (2001)
- Friolo v. Frankel, 373 Md. 501, 518 (2003)
- Programmers' Consortium, Inc. v. Clark, 409 Md. 548, 564 (2009)
- General Telephone Co. of the Northwest, Inc. v. Equal Employment Opportunity Commission, 446 U.S. 318, 333 (1980)
- Guillen v. Armour Home Improvement, Inc., Civ. No. DLB-19-2317, 2023 WL 3819295, at *16, *18 (D. Md. June 5, 2023)
- Butler v. DirectSAT USA, LLC, 55 F. Supp. 3d 793, 818 (D. Md. 2014)
- Prasch v. Bottoms Up Gentlemen's Club, LLC, Civ. No. 23-cv-00634-LKG, 2024 WL 2977885, at *6 (D. Md. June 13, 2024)
- Quiroz v. Wilhelm Commercial Builders, Inc., Civ. No. WGC-10-2016, 2011 WL 5826677, at *3 (D. Md. Nov. 11, 2011)
- Pinnacle Group, LLC v. Kelly, 235 Md. App. 436, 466-74 (2018)
- Dole v. Elliott Travel & Tours, Inc., 942 F.2d 962, 966 (6th Cir. 1991)
- Roley v. National Professional Exchange, Inc., 474 F. Supp. 3d 708, 713, 719, 723-25 (D. Md. 2020)
- Thomas v. Panco Management of Maryland, LLC, 423 Md. 387, 394 (2011)
- Sugarman v. Liles, 460 Md. 396, 413 (2018)
- Lowery v. Smithsburg Emergency Medical Service, 173 Md. App. 662, 682-83 (2007)
- Tate v. Board of Education of Prince George's County, 155 Md. App. 536, 544-45 (2004)
- Armstrong v. Johnson Motor Lines, Inc., 12 Md. App. 492, 500 (1971)
- Chavez-Deremer v. Medical Staffing America, LLC, 147 F.4th 371, 389, 410-12 (4th Cir. 2025)
- Campbell v. Lake Hallowell Homeowners Association, 157 Md. App. 504, 527 (2004)
- Gooch v. Maryland Mechanical Systems, Inc., 81 Md. App. 376, 383 (1990)

- Burnley v. Short, 730 F.2d 136, 140 (4th Cir. 1984)
- Walton v. United Consumers Club, Inc., 786 F.2d 303, 312 (7th Cir. 1986)
- Renfro v. City of Emporia, 948 F.2d 1529, 1540 (10th Cir. 1991)
- Flores v. City of San Gabriel, 824 F.3d 890, 905 (9th Cir. 2016)
- Dybach v. Florida Department of Corrections, 942 F.2d 1562, 1566 (11th Cir. 1991)
- Chao v. Hotel Oasis, Inc., 493 F.3d 26, 35 (1st Cir. 2007)
- Pagan-Colon v. Walgreens of San Patricio, Inc., 697 F.3d 1, 14 (1st Cir. 2012)
- Anderson v. Joseph, 200 Md. App. 240, 249 (2011)
- Shealer v. Straka, 459 Md. 68, 102, 105-06 (2018)
- Barksdale v. Wilkowsky, 419 Md. 649, 662, 665, 667 (2011)
- Discovery Operating, Inc. v. BP America Production Co., 311 S.W.3d 140, 165 (Tex. App. 2010)