

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Deborah Schrider v. Devlin Contracting and Maintenance, Inc., et al.

Schrider · No. 1:24-cv-02978-BAH · Decided January 14, 2026

SUMMARY

The United States District Court for the District of Maryland amended a prior default judgment in Deborah Schrider’s Maryland Wage Payment and Collection Law action. The court dismissed the claims against Brian Devlin and Cindy Ingemi, entered final judgment against Matthew Devlin, Devlin Contracting and Maintenance, Inc., and Devlin Solar, Inc., and held those defendants jointly and severally liable for \$532,840 in damages. The court also awarded \$33,787.50 in attorney’s fees and \$1,526.66 in costs.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Brendan A. Hurson
JURISDICTION	United States District Court for the District of Maryland
DECIDED	January 14, 2026
DOCKET	1:24-cv-02978-BAH
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for final default judgment, damages, attorney's fees, and costs after the Clerk entered default against all defendants. The Court previously provisionally granted default judgment against three defendants, denied default judgment against two defendants for lack of proper service, and denied attorney's fees and costs for insufficient documentation.
STANDARD OF REVIEW	For default judgment, the Court independently determined liability and damages under Federal Rule of Civil Procedure 55. Factual allegations sufficient to establish liability were accepted, but damages were independently determined and were not accepted as true. The reasonableness of attorney's fees and costs was reviewed under the lodestar method and applicable fee-reasonableness factors.
PRECEDENTIAL VALUE	Unpublished district court memorandum opinion; generally nonprecedential and persuasive only.

TOPICS

default judgment

wage and hour

damages

attorney fees

costs

PRACTICE AREAS

employment law

wage and hour

civil procedure

remedies

QUESTIONS PRESENTED

1. Whether the Court should dismiss Plaintiff's claims against Brian Devlin and Cindy Ingemi after Plaintiff stated that she did not intend to pursue those claims.
2. Whether final default judgment should be entered against Matthew Devlin, Devlin Contracting, and Devlin Solar for the previously determined damages.
3. Whether Plaintiff was entitled to reasonable attorney's fees and costs under the Maryland Wage Payment and Collection Law.
4. Whether the requested attorney's and paralegal hours and hourly rates were reasonable and compensable.

HOLDINGS

1. The Court dismissed Plaintiff's claims against Brian Devlin and Cindy Ingemi because Plaintiff expressly stated that she did not intend to pursue those claims, and dismissal permitted adjudication of the matter without logically inconsistent or contradictory results.
2. The Court amended the prior order and entered final default judgment against Matthew Devlin, Devlin Contracting, and Devlin Solar, jointly and severally, in the amount of \$532,840 in damages.
3. Plaintiff was entitled to reasonable attorney's fees under the Maryland Wage Payment and Collection Law, calculated using the lodestar method, subject to exclusion of noncompensable clerical work.
4. The Court awarded Plaintiff \$1,526.66 in costs because the documented legal research, filing fees, service-of-process expenses, mailing, and related expenses were reasonable and recoverable.

KEY QUOTATIONS

"The court must make an independent determination regarding damages and cannot accept as true factual allegations of damages." (Legal Standard)

"clerical, ministerial, or administrative work should not be compensated as an award for attorney's fees, no matter who performs it." (Analysis § B.2)

FACTUAL BACKGROUND

Deborah Schrider alleged that her former employers failed to pay commissions and overrides owed to her, resulting in unpaid wages under Maryland law. The Court had previously determined that Matthew Devlin, Devlin Contracting, and Devlin Solar were liable for the unpaid amounts and that the damages totaled \$532,840 after application of the Maryland Wage Payment and Collection Law's enhancement provision. Plaintiff

submitted invoices and supporting documentation seeking attorney's fees and costs, and the Court found that much of the claimed paralegal time consisted of noncompensable clerical work.

PROCEDURAL HISTORY

Plaintiff filed suit under the Maryland Wage Payment and Collection Law for unpaid commissions and overrides, enhanced damages, attorney's fees, and costs. After defendants failed to respond, the Clerk entered default. The Court provisionally awarded damages against Matthew Devlin, Devlin Contracting, and Devlin Solar, vacated default as to Brian Devlin and Cindy Ingemi because they were not properly served, and required supplemental submissions concerning dismissal and fees. On the supplemental record, the Court dismissed the claims against Brian Devlin and Cindy Ingemi, amended the prior default judgment, entered final judgment against the remaining three defendants, and awarded damages, attorney's fees, and costs.

DISPOSITION

other

CASES CITED

- Ryan v. Homecomings Financial Network, 253 F.3d 778, 780-81 (4th Cir. 2001)
- S.E.C. v. Lawbaugh, 359 F. Supp. 2d 418, 422 (D. Md. 2005)
- Monge v. Portofino Ristorante, 751 F. Supp. 2d 789, 795 (D. Md. 2010)
- Frow v. De La Vega, 82 U.S. 552, 554 (1872)
- Choice Hotels International, Inc. v. Mander, Civ. No. GJH-14-3159, 2015 WL 1880277, at *2 (D. Md. Apr. 22, 2015)
- Hensley v. Eckerhart, 461 U.S. 424, 433 (1983)
- Grissom v. The Mills Corp., 549 F.3d 313, 320 (4th Cir. 2008)
- Montcalm Publishing Corp. v. Virginia, 199 F.3d 168, 173 (4th Cir. 1999)
- CoStar Group, Inc. v. LoopNet, Inc., 106 F. Supp. 2d 780, 788 (D. Md. 2000)
- McFadden v. L&J Waste Recycling, LLC, Civ. No. ELH-16-2744, 2017 WL 3007070, at *7 (D. Md. July 14, 2017)
- Travis v. Prime Lending, No. 3:07cv00065, 2008 WL 2397330, at *4 (W.D. Va. June 12, 2008)
- Gonzalez v. Caron, Civ. No. 10-2188-CBD, 2011 WL 3886979, at *2-3 (D. Md. Sept. 2, 2011)
- Barber v. Kimbrell's Inc., 577 F.2d 216, 226 n.28 (4th Cir. 1978)
- Johnson v. Georgia Highway Express, Inc., 488 F.2d 714, 717-19 (5th Cir. 1974)
- Martin v. Mecklenburg County, 151 F. App'x 275, 283 (4th Cir. 2005)
- Kubas v. 331B, LLC, Civ. No. EA-20-2456, 2024 WL 3487890, at *4, *6 (D. Md. July 19, 2024)
- Jermaine G. v. Kijakazi, Civ. No. GLS-21-2445, 2023 WL 5346140, at *5 (D. Md. Aug. 21, 2023)
- De Paredes v. Zen Nails Studio LLC, 134 F.4th 750, 753-54 (4th Cir. 2025)
- Newport News Shipbuilding & Dry Dock Co. v. Holiday, 591 F.3d 219, 229 (4th Cir. 2009)
- Blum v. Stenson, 465 U.S. 886, 895 (1984)

- Rum Creek Coal Sales, Inc. v. Caperton, 31 F.3d 169, 179 (4th Cir. 1994)
- Wei v. Xu, Civ. No. 21-601-ELH, 2022 WL 1422926, at *14-15 (D. Md. May 4, 2022)
- Dominion Financial Services v. Pavlovsky, 673 F. Supp. 3d 727, 755 (D. Md. 2023)
- Harwood v. American Airlines, Inc., 37 F.4th 954, 961 (4th Cir. 2022)
- Wedd v. County Board of Education of Dyer County, 471 U.S. 234, 242 (1985)
- Ibn-Queen v. TLE, Inc., Civ. No. DLB-20-3501, 2021 WL 1890622, at *3 (D. Md. May 11, 2021)
- Babb v. FinePoints Private Duty Healthcare, LLC, 794 F. Supp. 3d 343, 361 (D. Md. 2025)
- Molina v. KP Stonemill, Inc., Civ. No. GLS-19-3123, 2021 WL 2805838, at *6 (D. Md. July 6, 2021)
- Roy v. County of Lexington, 141 F.3d 533, 549 (4th Cir. 1998)

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