Circuit Court for Baltimore City
Case No. 24C19001029

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 207

September Term, 2022

LAWRENCE GAMBLE, et al.

v.

NLG INSULATION, INC., et al.

Beachley,
Shaw,
Zic,

JJ.

Opinion by Beachley, J.

Filed: November 17, 2022

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

Appellants, Lawrence Gamble, Leon Williams, Devin Stukes, and Keith Harrison, filed suit in the Circuit Court for Baltimore City against appellees, NLG Insulation, Inc. ("NLG") and NLG's owner, Tony Gamble, alleging violations of the Maryland Prevailing Wage Law,[1] Maryland Wage Payment and Collection Law,[2] and Maryland Wage and Hour Law.[3] The court granted appellees' motion for judgment at the close of appellants' case. Appellants noted this timely appeal and present four questions for our review, which we have rephrased and consolidated:[4]

1. Did the trial court err by granting appellees' motion for judgment?

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[1] Md. Code (1985, 2021 Repl. Vol., 2022 Supp.), § 17-201 *et seq.* of the State Finance and Procurement Article ("SFP").

[2] Md. Code (1991, 2016 Repl. Vol., 2020 Supp.), § 3-501 *et seq.* of the Labor & Employment Article ("LE").

[3] LE § 3-401, *et seq.*

[4] Appellants presented the following questions:

1. Did the trial court err in finding that [appellants] failed to meet [their] burden of proof and the burden shifting standard under Maryland Wage & Hour laws?

2. Did the trial court fail to consider the record evidence [that] showed [appellees] failed to pay [appellants] prevailing wage?

3. Did the trial court err in finding there was insufficient record evidence to analyze, determine damages?

4. Did the trial court err in denying [appellants'] Motion for Reconsideration without explanation or hearing?

2. Did the trial court err in denying appellants' Motion for Reconsideration?

We conclude that, as to appellants Lawrence Gamble,[5] Williams, and Stukes, the court did not err. However, we conclude that the court was clearly erroneous in finding the evidence insufficient as to Harrison.

FACTUAL AND PROCEDURAL BACKGROUND

Appellants were employees of NLG, which is owned by Tony Gamble. Williams began working for NLG in the 1980s and worked there periodically until late 2018. Lawrence Gamble began working part-time for NLG in 1997, and began working full-time in 2002. He continued working there through late 2017. Stukes began working for NLG in approximately 2011, and continued through late 2018. Harrison worked for NLG from 2013 to 2018.

Appellants worked for NLG on numerous construction projects, including work on several public schools and the University of Maryland. The Maryland Department of Labor mandates that a contractor or subcontractor under a public work contract pay their workers a prevailing wage, determined for each project by the Commissioner of Labor and Industry. SFP § 17-209(a); SFP § 17-225(a)(1) & (2). The prevailing wage is the amount a mechanic in that field of work is to be paid; apprentices are paid a percentage of the mechanic pay rate. SFP § 17-208(e).

[5] Because two of the parties share the last name "Gamble," we shall refer to Lawrence Gamble and Tony Gamble by their full names.

At different times in 2015, Lawrence Gamble, Stukes, and Harrison signed apprenticeship agreements with NLG. The apprenticeship agreements provided for three apprentice pay rates: for their first 2,000 hours of work, appellants would be paid 50% of the mechanic pay rate; during their next 2,000 hours of work (*i.e.*, between 2,000 and 4,000 total work hours), appellants would be paid 60% of the mechanic rate; and during the final 2,000 hours of apprenticeship work (*i.e.*, between 4,000 and 6,000 total work hours), appellants would be paid 75% of the mechanic rate. We shall refer to these as the "50% apprentice rate," the "60% apprentice rate," and the "75% apprentice rate" respectively.

On February 22, 2019, appellants filed a complaint alleging that appellees failed to pay appellants the full amount of prevailing wage, fringe benefits, and overtime. A court trial was held on February 9 and 10, 2022. Numerous documents were admitted into evidence, mostly by stipulation, including: appellants' paystubs; Certified Payroll Receipts that NLG submitted to the Maryland Department of Labor; prevailing wage information sheets for five public work projects; appellants' apprenticeship agreements; and a small number of timesheets. The paystubs, Certified Payroll Receipts, and timesheets were incomplete, with large gaps of time unaccounted for. Additionally, the paystubs listed only rates of pay rather than linking appellants' hours to specific projects. Each of the appellants testified, but none was able to provide information about how many overtime hours they worked or how much they were underpaid.

NLG's office manager, Sonia Monena, was called as a witness in appellants' case in chief. As office manager, Ms. Monena recorded the work hours of the company's

employees and submitted the hours and pay rates to an outside payroll service. She was also responsible for compiling and submitting the Certified Payroll Receipts for public work projects. She testified consistently that the rate at which all appellants were paid included fringe benefits, and that the pay rate for apprentices was calculated by adding the total fringe benefit to the appropriate percentage of the prevailing wage for apprentices. Additionally, Ms. Monena admitted to miscalculating Harrison's wage—she incorrectly assumed that Harrison was entitled to the 50% apprentice rate, whereas Harrison's apprenticeship agreement provided for the 60% apprentice rate.

After appellants rested their case, appellees moved for judgment. The court heard argument from both sides and granted the motion in favor of appellees:

> I have reviewed [the documentary evidence]. I have listened carefully to testimony. I've taken -- I don't know -- let's see, 16 pages of notes of all of the witnesses who testified. At this stage of the proceedings, with a Motion for Judgement, the [c]ourt must take the evidence in the light most favorable to the [appellants].[6] And, even when the [c]ourt does that, the [appellants] fail[] to make [their] case.
>
> And it's a very difficult -- it's a very difficult ruling in this case. Because, I will say that I think [appellants] did, in fact, prove that [appellees] failed to keep records or kept improper records.
>
> [Ms. Monena] lied on the stand and was entirely impeached and . . .

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[6] Because this was a bench trial, the court was incorrect in asserting that it needed to view the evidence in the light most favorable to appellants. As we note below, "[u]nlike in a jury trial, a trial judge in a bench trial considering a Rule 2-519 motion for judgment 'is not compelled to make any evidentiary inferences in favor of the party against whom the motion for judgment is made.'" *Saxon Mortg. Servs., Inc. v. Harrison*, 186 Md. App. 228, 262 (2009) (quoting *Bricker v. Warch*, 152 Md. App. 119, 135–36 (2003)).

> admitted that she lied to the [c]ourt.[7] I don't take that lightly. And it is very disturbing that -- it seemed to me that there were records that were not transmitted to [appellants] throughout this litigation.
>
> And perhaps it's true, as [appellants' counsel] said, that essentially, [Tony] Gamble did what he wanted to do and did not adhere to government regulations and rules. So I do not take this lightly. It is rather disturbing.
>
> But that being said, [appellants' counsel] points to the burden shifting, that is required under the Maryland wage and hour laws. There is a burden shifting. But in order to get to the burden shifting, you have to at least set forth adequate evidence from which the [c]ourt can draw reasonable inferences that there was work performed that was not adequately compensated, whether it was under prevailing wage, wage and hour or overtime.
>
> In this case, reviewing the testimony, [appellants] in this case, were simply unable to meet the lowest possible threshold for identifying the wages and hours for which they claim they were underpaid.

The court then reviewed the testimony of each appellant in detail, emphasizing the lack of clarity about when and where they worked and how much money they believed appellees owed them. The court continued:

> The problem here is that the [c]ourt would be unable, in any analysis, to come to an amount of damages. There just simply is insufficient proof from which this [c]ourt could draw a reasonable inference as to any damages that are owed.

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[7] The court here is referring to an incident that occurred during a court recess while Ms. Monena was still under oath. Harrison and Williams saw Ms. Monena talking with Tony Gamble during the short break, and reported this to their counsel. After the break, appellants' counsel asked Ms. Monena whether she spoke with Tony Gamble during the break. She initially denied having any such conversation. Harrison and Williams were then called to testify that they saw the conversation occur. Afterward, Ms. Monena conceded that she "probably did" talk to Tony Gamble, but that she "probably didn't recall." Upon further questioning by the court, Ms. Monena finally admitted to the conversation.

> In the case of Marroquin versus Canales[8] . . . [t]he [c]ourt also pointed out the burden shifting framework under the Maryland Wage Collection statutes.
>
> And they point out that the employees have the initial burden of prov[ing] that they worked a certain number of hours, which can be proved through an employer's [sic] testimony, giving his recollection of hours worked. The burden then does shift to the employer and then that the employer's evidence can come in for the substance of the case.
>
> But in the Marroquin case, one of the Plaintiffs satisfied the initial burden of production, not only by providing sworn testimony regarding his work hours, but also by providing time records that he kept contemporaneously.
>
> I'm not even saying that you had to have contemporaneous notes and records. What I'm saying is that I am willing to believe or entertain the belief of the testimony, if that's all you have is testimony, then that's a credibility finding. And unfortunately in this case, that evidence was so thin that I can't even make a credibility finding in your favor. And it's not because I don't believe them, it's because I believe what they said, which is that they have no recollection of when they worked these jobs. And they have no basis for pointing out the monies that they claim are due to them.
>
> And without that, I don't get to the burden shifting. And in this case, the evidence just isn't there. And so the ruling is in favor of the defense.

Immediately after the court announced its ruling, appellants' counsel asked if the court had considered the documentary evidence in addition to the testimony. The court responded: "I have reviewed the evidence that was submitted, but the -- what I'm telling you is that the corroboration from the witnesses themselves, [it's] not there. . . . I've considered all of the evidence in the record."

On February 25, 2022, appellants filed a Motion for Reconsideration, and attached a spreadsheet attempting to show how the documentary evidence corresponded to the

[8] *Marroquin v. Canales*, 505 F. Supp. 2d 283, 297 (D. Md. 2007).

various projects appellants worked on, the appropriate rate of pay for each project, and the amount of pay received. Appellants alleged that the documentary evidence alone was sufficient to prove that appellants had been underpaid.

Appellants filed a notice of appeal on March 15, 2022, one week prior to the court's denial of appellants' Motion for Reconsideration.

STANDARD OF REVIEW

"When an action has been tried without a jury, the appellate court will review the case on both the law and the evidence. It will not set aside the judgment of the trial court on the evidence unless clearly erroneous, and will give due regard to the opportunity of the trial court to judge the credibility of the witnesses." Rule 8-131(c). Informing our review of the court's fact findings is the principle that, "[u]nlike in a jury trial, a trial judge in a bench trial considering a Rule 2–519 motion for judgment 'is not compelled to make any evidentiary inferences in favor of the party against whom the motion for judgment is made.'" *Saxon Mortg. Servs., Inc. v. Harrison*, 186 Md. App. 228, 262 (2009) (quoting *Bricker v. Warch*, 152 Md. App. 119, 135–36 (2003)). Instead, "the court may proceed, as the trier of fact, to determine the facts and to render judgment against the plaintiff." Rule 2-519(b).

DISCUSSION

Appellants argue that the circuit court erred in finding that they failed to meet their burden of proof. In appellants' view, they presented "direct and uncontroverted evidence that they were not paid prevailing wage, nor fringe benefits" in the form of documents that

"reflect actual hours work[ed] and hourly wages paid." We shall not address appellants' claim for overtime pay because they concede in their opening brief that they "failed to meet their burden as to unpaid overtime."

An employee under a public work contract must be paid "the prevailing wage rate for that employee's classification for the work performed." SFP § 17-224(a)(1); SFP § 17-225(a)(1) & (2). Section 17-208(e) of the State Finance and Procurement Article provides that "[a]n apprentice under a public work contract shall be paid at least the percentage, set by the Council,[9] of the prevailing wage rate for a mechanic in the trade in which the apprentice is employed." The prevailing wage rate is determined by the Commissioner of Labor and Industry for each classification of worker in a locality each year. SFP § 17-209(a). The prevailing wage rates for a particular public work project are determined at the time of the call for bids. SFP § 17-209(c)(4). In addition to the prevailing wage rate, an employer must either provide certain fringe benefits, or pay an additional hourly rate in lieu of benefits. SFP § 17-208(d). "If an employee under a public work contract is paid less than the prevailing wage rate for that employee's classification for the work performed, the employee is entitled to sue to recover the difference between the prevailing wage rate and the amount received by the employee." SFP § 17-224(b)(1).

We pause briefly to address appellants' argument concerning the "burden shifting standard" in Maryland wage collection law. Appellants cite *Marroquin v. Canales*, 505 F.

[9] "Council" in this statute refers to the Apprenticeship and Training Council. SFP § 17-201(e); LE § 11-403(b)(1).

Supp. 2d 283, 297 (D. Md. 2007), to explain this burden-shifting proposition. In *Marroquin*, the United States District Court for the District of Maryland stated:

> [U]nder . . . the Maryland Wage and Hour Law, employees have the initial burden of proving they worked a certain number[] of hours, which can be proved "through an employee's testimony giving his recollection of hours worked." The burden is then shifted to the defendants to "come forward with evidence of the exact number of hours worked or with evidence to negate the reasonableness of the inference to be drawn from the plaintiff's evidence."

Id. (citations omitted) (quoting *Turner v. Hum. Genome Sci., Inc.*, 292 F. Supp. 2d 738, 748 (D. Md. 2003)). We have no qualms with the burden shifting principles endorsed by the *Marroquin* court, but we fail to see how they have relevance here. In this case, except for the overtime hours claim which appellants have abandoned, appellants unequivocally established through the documentary evidence the number of hours they worked. Indeed, in their brief appellants confirm that they calculate their damages "only on the actual records present in the trial record." Thus, there was no need to shift the burden of proof to appellees to "come forward with evidence of the exact number of hours worked." *Id.* (quoting *Turner*, 292 F. Supp. 2d at 748). Appellants' counsel admitted as much during oral argument in this Court.

We now turn to appellants' central argument—that they were not paid the prevailing wage and fringe benefits for the hours they worked. The parties provided documentary evidence showing the amount appellants' were paid, the prevailing wage rate, and fringe benefits required for work performed at High Point High School, Stemmers Run Middle School, Francis T. Evans Elementary School, and University of Maryland Medical Center ("UMMC"). Because similar information was not submitted for other projects, the circuit

court would have been unable to determine whether appellants were underpaid for those other projects. Therefore, we focus our attention on the four projects listed above to determine whether the circuit court clearly erred.

We shall consider the court's decision regarding each of the appellants in turn. Because the parties disagree concerning whether Lawrence Gamble, Stukes, and Harrison were apprentices, we shall separately consider that issue before individually analyzing the evidence as to those three appellants.

I. LEON WILLIAMS

The parties agree that Williams was not an apprentice, and that he therefore should have been paid at the mechanic rate for the projects he worked on. Williams alleges that, although he was paid more than the prevailing wage, he was not paid any fringe benefits.

Williams' paystubs and the Certified Payroll Receipts indicate that he was paid $47.01 per hour for his work at High Point High School and UMMC.[10] The Prevailing Wage Information Sheets indicate that the prevailing hourly wage for insulation workers for both projects was $33.13 with fringe benefits of $13.88. Notably, the sum of these two amounts is $47.01, the precise amount Williams was paid. Additionally, Williams testified that the pay rate shown on his paystub for another job, Francis T. Evans Elementary School,

[10] There is no evidence in the record indicating how many hours Williams may have worked at any other jobs for which the prevailing wage rate is known.

was composed of both the prevailing wage and the fringe benefits.[11] Furthermore, despite the court's concerns about Sonia Monena's credibility, her testimony was uncontroverted that the "ST Rate" listed on the Certified Payroll Receipts consisted of the sum of the prevailing wage and fringe benefits. In fact, the "ST Rate" matches the hourly pay rate on all corresponding paystubs in the record. Finally, appellants admit in their reply brief that "In some cases, but not all[,] Williams was paid prevailing wage plus fringe benefits," and cite generally to all of Williams' paystubs in the record. Although many of Williams' paystubs reflect an hourly wage of $47.01, none reflect a separate category for fringe benefits, thus corroborating the testimony that Williams was paid a single rate that combined his base wage plus fringe benefits.

The evidence supports a finding that Williams was paid the full prevailing wage and fringe benefits for his work. The court therefore did not err in holding that Williams failed to meet his burden of proof that he was underpaid for hours he worked.

II. NLG's Apprenticeship Program and the Three Other Appellants

Appellants Lawrence Gamble, Stukes, and Harrison allege that they were not apprentices during 2016, 2017, and 2018, and that they therefore should have been paid the higher mechanic rate for their work. Specifically, they allege that the "Apprentice

[11] The documentary evidence contains a single timesheet, without a corresponding paystub, which reflects Williams working at Francis T. Evans for only five hours, for which he was paid a rate of $47.17 per hour. This pay rate is equal to the sum of the prevailing wage ($33.13) and fringe benefits ($14.04) required according to the Prevailing Wage Information Sheet for the Francis T. Evans project.

Program registration was out[-]dated and suspended," and that appellants' "experience range[s] from eight . . . to 40 years as journeym[e]n in their respective trades."

We initially note that, to the extent that appellants argue that the apprenticeship program was not viable, they have not sufficiently briefed that issue. Appellants' only reference to the continuing validity of the apprenticeship program in their opening brief is that the "Apprentice Program was out[-]dated and suspended." They provide no argument or citation to legal authority to support their argument on this point.[12] *See Thompson v. State*, 229 Md. App. 385, 400 (2016) ("[A]rguments not presented in a brief or not presented with particularity will not be considered on appeal." (quoting *Wallace v. State*, 142 Md. App. 673, 684 n. 5 (2002))). Although their argument is insufficient, we shall nevertheless briefly address it to inform our analysis.

Under SFP § 17-201(b), "apprentice" is defined as:

an individual who:

(1) is at least 16 years old;

(2) has signed with an employer . . . an agreement including a statement of:

[12] Appellants expanded upon this point in their reply brief. In *Federal Land Bank of Balt. v. Esham*, 43 Md. App. 446, 459 (1979), we explained that "[t]he function of a reply brief is limited. The appellant has the opportunity and duty to use the opening salvo of his original brief to state and argue each point of his appeal." "'[I]f a point germane to the appeal is not adequately raised in a party's brief, the court may, and ordinarily should, decline to address it.' . . . It is impermissible to hold back the main force of an argument to a reply brief and thereby diminish the opportunity of the appellee to respond to it." *Oak Crest Vill., Inc. v. Murphy*, 379 Md. 229, 241–42 (2004) (quoting *DiPino v. Davis*, 354 Md. 18, 56 (1999)). Accordingly, we decline to consider arguments raised for the first time in appellants' reply brief.

(i) the trade, craft, or occupation that the individual is learning; and

(ii) the beginning and ending dates of the apprenticeship; and

(3) is registered in a program of the Council or the Office of Apprenticeship of the United States Department of Labor.

Appellants were all more than 16 years old when they signed their apprenticeship agreements, and they presented evidence that Lawrence Gamble, Stukes, and Harrison signed apprenticeship agreements with NLG containing all statutorily-required information.[13] Additionally, appellants presented evidence that NLG's apprenticeship program and appellants themselves were registered with the Apprenticeship and Training Council.

A registered apprenticeship program may be terminated in two ways: through inactive program status, or deregistration. Md. Code Regs. (COMAR) 09.12.43.13–.17. Appellants argued that NLG's apprenticeship program was inactive by February 2016. Appellants have not argued that the program was deregistered. COMAR 09.12.43.13A establishes that, "[i]f a registered program sponsor does not have a registered apprentice involved in an on-the-job training or related instruction activity for a 1-year period, the [Apprenticeship and Training] Council shall: (1) Place the program in inactive status; and (2) Notify the sponsor of the inactive status." The instruction provided through an apprenticeship program may be either in a classroom or through self-study. COMAR 09.12.43.05E(2).

[13] Appellants have not presented any argument that the apprenticeship agreements were invalid at the time they were signed.

The only evidence concerning how NLG conducted the apprenticeship program came through the appellants' testimony. Stukes testified that he attended one class in 2017 as part of the apprenticeship program. Additionally, he testified that he was provided "reading material" and purchased a book as part of the program, but he did not specify when that occurred. Lawrence Gamble testified that he did not receive any on-the-job training between 2016 and 2018, but that he attended four classes and was provided textbooks. He did not specify when the classes took place, or when he was given the textbooks. Harrison testified that he attended four classes in "2017 or '16."

Although the court did not expressly find that NLG correctly classified appellants as apprentices, it inferentially did so by determining that they failed to provide sufficient evidence to show they had been underpaid. Whether appellants were apprentices was central to their claims and extensively argued during trial, and a finding that they were apprentices was necessary to the court's conclusion. We note that a judge is presumed "to know the law and to apply it, even in the absence of a verbal indication of having considered it[,]" and is "not obliged to spell out in words every thought and step of logic." *State v. Chaney*, 375 Md. 168, 180 & n.8 (2003) (first quoting *Wagner v. Wagner*, 109 Md. App. 1, 50 (1996); then quoting *Beales v. State*, 329 Md. 263, 273 (1993)). Although the evidence on this subject suggested that the apprentice program at NLG may not have been in compliance with the Department of Labor's requirements, the court was not compelled to credit appellants' view that the apprentice program was no longer operational or that appellants Lawrence Gamble, Stukes, and Harrison were no longer participating in the

program. Indeed, appellants provided no direct evidence that the apprenticeship program was "inactive" as contemplated by the COMAR regulations and the enabling statute.[14] In short, based on this evidentiary record, the court did not err in implicitly determining that appellants failed to prove that they were entitled to be paid at the mechanic rate.

a. Lawrence Gamble

Lawrence Gamble's apprenticeship agreement provides that, for the first 2,000 hours of work, he was to be paid the 50% apprentice rate.[15] Appellants provided Certified Payroll Receipts showing that Lawrence Gamble worked on the High Point High School, UMMC, and Stemmers Run Middle School projects. His paystubs and the Certified Payroll Receipts show that he was paid hourly rates of $30.45 for his work at High Point

[14] Indeed, in their reply brief, appellants suggest that appellees had the burden to prove that the apprenticeship program remained in effect: "At no time during discovery or during trial did [appellees] produce a scintilla of evidence to show that [appellees] ever did anything more tha[n] register [a]ppellants for the [a]pprenticeship program; nor did [appellees] produce any evidence of recording [a]ppellants' apprenticeship hours worked, training provided, or classes taken by [a]ppellants as part of the program." First, appellants had the burden to establish that the apprenticeship program was non-compliant and thus they should have been paid as mechanics. Second, because the court granted appellees' motion for judgment at the close of appellants' case, appellees never had the opportunity to present evidence on this issue during the presentation of their case.

[15] Lawrence Gamble was not given any work experience credit toward those hours, and appellants did not provide evidence indicating that he worked enough hours to receive the 60% apprentice rate. The documents produced by appellants indicate that Lawrence Gamble worked 1,788.5 hours after signing the apprenticeship agreement. Appellants did not provide any further documentary evidence or testimony that would allow the court to determine when or if Lawrence Gamble worked more than 2,000 hours after signing the apprenticeship agreement. Both Stukes and Harrison were given 2,000 hours of work experience credit, thereby increasing their pay to the 60% apprentice rate. Appellants failed to produce evidence that Stukes and Harrison were entitled to be paid at the 75% apprentice rate.

High School and UMMC, and $30.61 for Stemmers Run Middle School. The Prevailing Wage Information Sheets indicate that the prevailing wage rates for High Point High School and UMMC were $33.13, with $13.88 fringe benefits; and the prevailing wage rate for Stemmers Run Middle School was $33.13, with $14.04 fringe benefits. The following table shows the calculations used to determine Lawrence Gamble's rate of pay:

High Point High School	($33.13 x 0.50) + $13.88 = **$30.45**
UMMC	($33.13 x 0.50) + $13.88 = **$30.45**
Stemmers Run Middle School	($33.13 x 0.50) + $14.04 = **$30.61**

The documentary evidence provided by appellants supports a finding that NLG paid Lawrence Gamble the 50% apprentice rate plus fringe benefits. The court therefore did not err in granting judgment in favor of appellees as to Lawrence Gamble's claims.

b. Devin Stukes

In Stukes' apprenticeship agreement, he was given 2,000 hours of work experience credit. The agreement provided that between 2,000 and 4,000 work hours, Stukes was to be paid the 60% apprentice rate.

Appellants provided Certified Payroll Receipts and a timesheet showing that Stukes worked on the Stemmers Run Middle School, UMMC, and Francis T. Evans Elementary School projects. His paystubs and the Certified Payroll Receipts show that he was paid hourly rates of $33.92 for his work at Stemmers Run and Francis T. Evans, and $33.76 for UMMC. The Prevailing Wage Information Sheets indicate that the prevailing wage rate for Stemmers Run Middle School and Francis T. Evans was $33.13, with $14.04 fringe

benefits; the prevailing wage rate for UMMC was $33.13, with fringe benefits of $13.88. The following table shows the calculations used to determine Stukes' rate of pay:

Stemmers Run Middle School	($33.13 x 0.60) + $14.04 = **$33.92**
Francis T. Evans Elementary School	($33.13 x 0.60) + $14.04 = **$33.92**
UMMC	($33.13 x 0.60) + $13.88 = **$33.76**

The documentary evidence provided by appellants supports a finding that NLG paid Stukes the 60% apprentice rate plus fringe benefits. The court therefore did not err in granting judgment in favor of appellees as to Stukes' claims.

c. Keith Harrison

As with Stukes' apprenticeship agreement, Harrison was also credited with 2,000 hours of work experience when he signed his agreement. Harrison's agreement also contained the same provision for a wage increase after 2,000 work hours, thus Harrison immediately qualified for the 60% apprentice rate.

When asked what amount he claimed to be due in unpaid wages, Harrison answered: "[T]hat's not my place. I'm not involved with that. I'm just here to tell you. I was not being paid what I was supposed to be paid." The court relied on this testimony in granting appellees' motion for judgment and found that "the [c]ourt would be unable, in any analysis, to come to an amount of damages. There just simply is insufficient proof from which this [c]ourt could draw a reasonable inference as to any damages that are owed."

However, the documentary evidence provided by appellants clearly indicates that Harrison was being underpaid for his work on Stemmers Run Middle School and UMMC. The prevailing wage for mechanic-level insulation workers for the Stemmers Run project

was $33.13, with fringe benefits of $14.04. Harrison should have been paid 60% of $33.13, plus the full $14.04 fringe benefits, for a total of $33.92 per hour. Instead, Harrison was paid at the 50% apprentice rate, or $30.61 per hour. In fact, Ms. Monena testified that she was unaware that Harrison should have been paid at the 60% apprentice rate, and that she submitted information to the payroll service used by NLG based on the 50% apprentice rate. The Certified Payroll Receipts submitted by appellants indicate that Harrison worked 259 hours at Stemmers Run while earning $3.31 per hour less than he was due. Additionally, Harrison worked 6 hours at UMMC while being paid $30.45 per hour. The prevailing wage at UMMC was $33.13, with fringe benefits of $13.88. Harrison should have been paid $33.76 per hour for his work there. In short, Harrison was underpaid $3.31 per hour for his work at Stemmer's Run and UMMC, calculated as follows:

Stemmers Run Middle School: ($33.13 x 0.60) + $14.04 = $33.92/hour	$33.92 - $30.61 = $3.31	$3.31 x 259 = **$857.29**
UMMC: ($33.13 x 0.60) + $13.88 = $33.76/hour	$33.76 - $30.45 = $3.31	$3.31 x 6 = **$19.86**
Total:		**$877.15**

Appellants therefore provided uncontroverted evidence showing that Harrison was paid a total of $877.15 less than he was owed.[16] Thus, the court was clearly erroneous in

[16] Although the record evidence shows that Harrison was underpaid, we have come to this conclusion only after many painstaking hours reviewing hundreds of pages of documentary evidence. We can hardly fault the circuit court because appellants' presentation was, at best, confusing.

finding that there was insufficient evidence of damages as to Harrison.[17]

On remand, if the record still supports a finding that Harrison was underpaid after appellees present their defense, the court may consider whether double or treble damages, attorney's fees, and costs are appropriate under SFP § 17-224(e)(3)–(e)(4), LE § 3-507.2(b), and LE § 3-427(d).

JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE CITY AFFIRMED AS TO WAGE CLAIMS OF LAWRENCE GAMBLE, STUKES, AND WILLIAMS. JUDGMENT VACATED AS TO HARRISON. CASE REMANDED TO THAT COURT FOR FURTHER PROCEEDINGS CONSISTENT WITH THIS OPINION. COSTS ARE ASSESSED 75% TO APPELLANTS AND 25% TO APPELLEES.

[17] Appellants separately argue that the court erred in denying their Motion for Reconsideration without first holding a hearing and without providing its reasoning. We review the denial of a motion for reconsideration for abuse of discretion. *Barrett v. Barrett*, 240 Md. App. 581, 591 (2019). "We presume judges to know the law and apply it, even in the absence of a verbal indication of having considered it." *Lamalfa v. Hearn*, 457 Md. 350, 390 (2018) (quoting *Aventis Pasteur, Inc. v. Skevofilax*, 396 Md. 405, 426 (2007)). Because appellants merely repeated in their motion the arguments they made at trial, the court did not abuse its discretion in denying the motion, except as to Harrison, for the same reasons discussed above.