

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

BRETT WILLIE

1505 Clarkson Street
Baltimore, Maryland 21203
Resident of Baltimore County

BRIDGET SCALLEY

355 Ternwing Court
Arnold, Maryland 21012
Resident of Anne Arundel County

Plaintiffs,

***Individually and on Behalf of All
Similarly Situated Employees***

v.

INSIGHT GLOBAL, LLC

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

Serve: The Corporation Trust, Incorporated
2405 York Road
Suite 201
Lutherville-Timonium, Maryland 21093

Defendant.

Civil Action No.:

Collective Action Claim

Jury Trial Requested

COLLECTIVE ACTION COMPLAINT FOR WAGES OWED

BRETT WILLIE and BRIDGET SCALLEY, Plaintiffs, by and through their undersigned counsel and The Law Offices of Peter T. Nicholl, hereby submit their Complaint against Insight Global, LLC, Defendant, to recover unpaid wages, liquidated damages, interest, reasonable attorneys' fees and costs under Section 16(b) of the Federal Fair Labor Standards Act of 1938, as

amended, 29 U.S.C. §§ 201, *et seq.* (hereinafter, “FLSA”); unpaid wages, liquidated damages, interest, reasonable attorneys’ fees and costs under Maryland Wage and Hour Law, Md. Code Ann., Lab. & Empl. §§ 3-401, *et seq.* (hereinafter, “MWHL”); and unpaid wages, interest, treble damages, reasonable attorneys’ fees and costs under the Maryland Wage Payment and Collection Law, Md. Code Ann., Lab. & Empl., §§ 3-501, *et seq.* (hereinafter, “MWPCCL”); and in support thereof, state as follows:

INTRODUCTION AND BACKGROUND

Insight Global, LLC (“Defendant”) is a national staffing company that specializes in finding job candidates for its clients. Defendant employs Account Managers to assist with its clients’ hiring requirements. Account Managers serve as Defendant’s point of contact with its clients.

Account Managers communicate a client’s particular staffing needs to Defendant’s Recruiters. Pursuant to the Account Managers’ instructions, Recruiters are responsible for finding potential job candidates that are aligned with a client’s demands. They must ensure that each candidate meets a client’s specific hiring criteria.

Recruiters use online databases to search for candidates with the requisite credentials. This task consists of inputting data into hiring software to see if there is a match. From there, Recruiters must “cold call” these candidates to screen a candidate’s background and employment status. Recruiters are expected to fill out a significant amount of paperwork in regard to the number of potential candidates they were able to screen each day.

If a candidate met all of the requisite criteria and expressed interest during a call, the Recruiter would then schedule the candidate for an in-person interview so that the Account Manager could determine which candidate he or she will submit to a client. Account Managers

alone are the persons responsible for making these decisions; they have the full authority to determine which candidates will be recommended to Defendant's clients for hire. Recruiters do not have this authority. Recruiters' duties simply consist of finding potential candidates that an Account Manager could recommend. Their tasks are basic in nature and do not require specialized skills or advanced knowledge. Recruiters do not make any decisions regarding a potential candidate's employment.

During the first six (6) to eight (8) weeks of their employments, Recruiters have to participate in training. During this time, they are paid an hourly rate. However, during training, Recruiters are not permitted to record all of their hours worked. Defendant's agents specifically instruct them to only report working their scheduled hours, despite the fact that they regularly work overtime. It is not uncommon for Recruiters to work fifty (50) to sixty (60) hours a week, but to only report working forty (40). Once they finish training, Recruiters are paid a fixed salary and are still required to work over forty (40) hours a week.

Plaintiffs worked as Recruiters for Defendant. Plaintiffs and Defendant's other Recruiters underwent the same training. They all performed the same tasks. They all had to consistently work more than forty (40) hours a week. There were production demands they had to meet each day. These demands resulted in Plaintiffs and other Recruiters having to work fifty (50) to sixty (60) hours a week. There were times that they worked even more. Working overtime was integral to their employment; the requirements of their position left no other choice.

Defendant was well aware of the overtime hours worked by Plaintiffs and other Recruiters. However, Defendant did not pay its Recruiters for all of their hours worked. Defendant willfully misclassified Plaintiffs and other Recruiters as exempt from the overtime requirements. Hundreds

of Recruiters have been harmed by Defendant's unlawfully practice. They all failed to be properly compensated for multiple hours of work.

THE PARTIES

1. Plaintiff Brett Willie (hereinafter, "Willie") is an adult resident of Baltimore, Maryland.

2. Plaintiff Bridget Scalley (hereinafter, "Scalley") is an adult resident of Arnold, Maryland.

3. Insight Global, LLC (hereinafter, "Defendant") is an incorporated for profit business with headquarters in Atlanta, Georgia.

4. Defendant conducts business nationwide and has offices in forty-eight (48) states.

5. Due to the nature of its business, Defendant is subject to the FLSA, MWHL and the MWPCCL.

6. Due to the amount in revenues generated, Defendant is subject to the FLSA, MWHL and the MWPCCL; Defendant's annual dollar volume of business exceeds five hundred thousand dollars (\$500,000.00).

7. From approximately June 2015 until August 2016, Plaintiff Willie worked as a Recruiter for Defendant. He worked out of Defendant's Baltimore, Maryland office.

8. From approximately June 2015 to May 2016, Plaintiff Scalley worked as a Recruiter for Defendant. She worked out of Defendant's Baltimore, Maryland office.

9. Based on the duties they performed as part of their employment with Defendant, at all times relevant to this Complaint, Plaintiffs engaged in interstate commerce.

10. Plaintiffs worked for Defendant who, at all times throughout Plaintiffs' employment, fell within the definition of the term "employer" under the FLSA, 29 U.S.C. § 203(d), MWHL, § 3-401(b) and the MWPCCL, § 3-501(b).

11. During the time they participated in training, Defendant classified Plaintiffs and other Recruiters as non-exempt employees. Following training, they were all classified as exempt.

12. The duties assigned to Plaintiffs and other Recruiters do not satisfy the duties tests contained within any of the exemptions specified in the FLSA, MWHL and the MWPCCL.

13. At all times relevant to this Complaint, Defendant controlled the administration of its business and set employee schedules, including those of Plaintiffs and others similarly situated.

14. Defendant's agents were, individually and together, actively engaged in the management and direction of Plaintiffs and other similarly situated employees.

15. Defendant possessed and exercised the authority to determine the hours worked by Plaintiffs and other Recruiters.

16. Defendant had and exercised the authority to control Plaintiffs' tasks and the tasks of other similarly situated employees.

17. Defendant had and exercised the authority to change the course of Plaintiffs' and other Recruiters' duties.

18. Defendant made all decisions relating to Plaintiffs' and other Recruiters' rates and methods of pay.

19. Plaintiffs and members of the putative classes recognized Defendant's authority and obeyed Defendant's instructions.

JURISDICTION AND VENUE

20. Original jurisdiction in this Honorable Court is expressly provided by FLSA, 29 U.S.C. § 207, *et seq.* This Court also has subject matter jurisdiction under 28 U.S.C. § 1331, as this matter presents a federal question.

21. Discretionary supplemental jurisdiction of Plaintiffs' state law claims is provided by 28 U.S.C. § 1367(a); the state law claims form part of the same case or controversy and derive from the common nucleus of operative facts on which Plaintiffs' federal claims are based.

22. No reasons exist that would force this Honorable Court to decline jurisdiction; the state law claims (i) do not raise novel or complex issues of state law, (ii) do not substantially predominate the claims over which this Honorable Court has original jurisdiction and (iii) no circumstances exist that would constitute a compelling reason for declining jurisdiction, thereby satisfying 28 U.S.C. § 1367(c).

23. Pursuant to 28 U.S.C. § 1391(b), venue is appropriate; the unlawful acts central to this matter occurred primarily in the State of Maryland. Defendant conducts sufficient business within the forum state as to constitute a submission to its laws. Defendant employs numerous residents of Maryland, which includes members of the proposed class.

FACTUAL ALLEGATIONS FOR ALL CLAIMS

24. Defendant specializes in staffing accounting, finance, engineering and information technology ("IT") positions for its clients. Defendant maintains offices nationwide and employs numerous individuals to assist its clients with their staffing needs.

25. Plaintiffs and other similarly situated employees hold or held the title Recruiter. Their role was to find potential job candidates who had the credentials specified by Defendant's clients. They were required to follow specific instructions in order to ensure that a client's exact hiring needs were met. It was demanded that they follow these instructions precisely.

26. Plaintiffs and other Recruiters received their assignments from Defendant's Account Managers. Account Managers were the persons responsible for distributing and monitoring all of Plaintiffs' and other Recruiters' work.

27. Account Managers worked directly with Defendant's clients. They would regularly meet with clients in order to gather all of the information needed to fill the particular position requested by a client. Clients would advise Account Managers of the credentials and qualifications required of a candidate. Account Managers would in turn provide this information to Defendant's Recruiters.

28. Plaintiffs and other Recruiters would use this information to search for potential candidates. They would input information into online databases in order to search for candidates who had the credentials required of a position. "Indeed" and "Monster" are examples of databases that were typically used. Basic computer skills were all that was needed to perform their searches.

29. From there, Plaintiffs and other Recruiters would cold call potential candidates. This was for purposes of performing a basic screening and to gather more general information regarding a candidate's background and employment status.

30. Plaintiffs and other Recruiters were also required to complete paperwork in reference to candidates they were able to successfully screen.

31. Recruiters would schedule candidates who met all of the specified requirements with an interview with an Account Manager so that the Account Manager could determine who they would recommend to a client. Account Managers were the persons who selected which candidates would be presented to a client.

32. Plaintiffs and other Recruiters did not have decision-making authority. Their duties were basic in nature and did not require specialized skills.

33. Plaintiffs and other Recruiters did not have discretion. They could not enter into any final agreements with potential candidates. Plaintiffs and other Recruiters were merely responsible for screening potential candidates and matching a potential candidate's credentials with a client's requirements.

34. Defendant maintained complete control over the extent of contact that its Recruiters had with potential candidates. This includes the types of candidates they had to find, the number of candidates they had to contact to fill a position and the manner in which they screened candidates for each position.

35. Plaintiffs and other Recruiters did not develop and were not involved with creating Defendant's recruiting policies. Their opinions were never sought in regard to these policies.

36. Recruiters were always required to follow the policies implemented by Defendant. They lacked independent judgment altogether. They were required to screen candidates according to Defendant's set guidelines.

37. Plaintiffs and other Recruiters performed their duties to the extent required by Defendant and satisfied the requirements of their position to benefit Defendant and its clients.

38. Plaintiffs and all of Defendant's Recruiters worked similar hours. They were typically scheduled to work Monday through Friday from 7:30 a.m. until 5:00 p.m. However, they consistently worked more.

39. Due to Defendant's productivity demands and meeting schedules, Plaintiffs and other Recruiters regularly worked well past 5:00 p.m.

40. Plaintiffs and other Recruiters did not receive compensation for the additional hours they worked. They were not eligible to receive commissions. They altogether failed to receive overtime wages.

41. During training, Plaintiffs and other Recruiters were paid an hourly wage. Defendant required all of its Recruiters to complete a training program at the time their employment began. The training program could last anywhere from one (1) to two (2) months.

42. While in training, Plaintiff Willie's hourly rate was approximately fifteen dollars and eighty-six cents (\$15.86).

43. While in training, Plaintiff Scalley's hourly rate was approximately fourteen dollars and ninety cents (\$14.90).

44. During training, Plaintiffs and others Recruiters were scheduled to work approximately forty (40) hours each week. However, due to the demands of their employment, they were often required to work more. Despite working overtime, Plaintiffs and other Recruiters were instructed to only report that they worked eight (8) hours each day.

45. Once training was complete, Defendant began to compensate its Recruiters on a salary basis. They received the same bi-weekly salary regardless of the number of hours they worked each week.

46. Plaintiffs' and other Recruiters' salaries ranged anywhere between thirty thousand dollars (\$30,000.00) and forty thousand dollars (\$40,000.00) annually.

47. Plaintiff Willie's annual salary was approximately forty thousand dollars (\$40,000.00).

48. Plaintiff Scalley's annual salary was approximately thirty-three thousand dollars (\$33,000.00).

49. There is no bona fide dispute that Plaintiffs and other Recruiters should have also received overtime wages. They should have been paid at a rate of "time and a half" their regular rate of pay for all overtime hours worked over forty (40) each week.

50. The duties performed by Plaintiffs and other similarly situated Recruiters did not implicate any overtime exemptions contained within the FLSA, MWHL, or the MWPCCL.

51. Defendant was well aware of the overtime hours worked by Plaintiffs and other Recruiters.

52. Defendant suffered and/or permitted its Recruiters to work these overtime hours.

53. By requiring Plaintiffs and other Recruiters to underreport their hours, Defendant was able to mask its unlawful payment scheme.

54. Defendant's scheme was implemented in bad faith.

55. Consequently, on behalf of themselves and all those similarly situated, Plaintiffs seek the wages to which they are entitled and other available relief through this Complaint.

FLSA COLLECTIVE ACTION ALLEGATIONS

56. Plaintiffs and other similarly situated employees work or worked as Recruiters for Defendant.

57. The FLSA requires employers to compensate non-exempt employees such as Plaintiffs and others similarly situated with overtime wages for all hours worked over forty (40) in a workweek.

58. Defendant knew or should have known that Plaintiffs and those similarly situated were entitled to overtime pay for all hours worked over forty (40) each week.

59. Defendant suffered or permitted Plaintiffs and other Recruiters to work more than forty (40) hours per week.

60. Pursuant to the FLSA, Plaintiffs commence this collective action against Defendant on behalf of themselves and those similarly situated.

61. Plaintiffs demand damages reflecting an overtime rate of not less than one and a half (1.5) times their regular rate of pay for all hours worked over forty (40) in any workweek within the applicable statutory period. Plaintiffs make these same demands on behalf of all members of the putative class.

62. Plaintiffs consent to be party plaintiffs in this matter. Plaintiffs' consent forms are attached to this Complaint as Exhibits A - B.

63. It is likely that other individuals will join Plaintiffs during the litigation of this matter and file written consents to "opt in" to this collective action.

64. There are numerous similarly situated current and former employees of Defendant that have been harmed by Defendant's common scheme to underpay its employees and violate the FLSA.

65. These similarly situated persons are known to Defendant and are readily identifiable through Defendant's records.

66. Many of these similarly situated employees would benefit from the issuance of court-supervised notice, granting them the opportunity to join this lawsuit.

67. Upon information and belief, others will choose to join Plaintiffs in this action against Defendant and opt in to this lawsuit to recover unpaid wages and other available relief.

CLASS ACTION ALLEGATIONS UNDER MARYLAND WAGE LAWS

68. Plaintiffs bring this action Pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and other current and former employees that served as Specialists for Defendant and were subject to the following practices and policies:

69. Denial of overtime wages under MWHL for hours worked over forty (40) in a single workweek; and

70. Denial of all wages owed to Plaintiffs and other similarly situated Specialists at the termination of their employment in violation of the MWPCCL.

71. The classes Plaintiffs seek to represent are defined as:

MWHL Class

All individuals who are or were employed by Defendant as Recruiters for any period ranging from March 15, 2016 to the present and who were not paid an overtime rate of “time and a half” their regular rate for all hours worked over forty (40) in a workweek, in violation of MWHL.

MWPCCL Class

All individuals who were, but are no longer, employed by Defendant as Recruiters for any period ranging from March 15, 2016 to the present, who were not paid an overtime rate of “time and a half” their regular rate for all hours worked over forty (40) in a workweek, in violation of MWHL and the FLSA, and thus did not receive all wages owed to them before the termination of their employment, in violation of the MWPCCL.

72. Numerosity: The individuals in the class are sufficiently numerous that joinder of all members is impracticable. Although the precise number of such individuals is currently unknown, on information and belief, the class includes dozens of employees who are readily identifiable through Defendant’s pay records. Defendant employed dozens of Specialists across the state of Maryland. Defendant services hundreds of customers throughout Maryland and across the United States through its Specialists. Consequently, numerosity exists.

73. Commonality: There are questions of law and fact common to the classes. Among the common questions of law and fact applicable to Plaintiffs and the classes are:

- a. Whether the MWHL Class is similarly situated because they were subject to Defendant’s common payment policies and practices;
- b. Whether Defendant employed the MWHL Class within the meaning of MWHL;

- c. Whether Defendant violated MWHL by failing to pay Plaintiffs and the MWHL Class overtime compensation for hours worked in excess of forty (40) hours per workweek;
- d. Whether Defendant's violations of MWHL were willful;
- e. Whether Defendant employed the MWPCL Class within the meaning of the MWPCL;
- f. Whether Defendant failed to provide Plaintiffs and other members of the MWPCL Class with all wages due at the time their employment ended in violation of the MWPCL;
- g. Whether Defendant's violations of MWPCL were willful; and
- h. Whether Defendant is liable for damages claimed herein, including but not limited to, compensatory, liquidated or treble, statutory, interest, costs and attorneys' fees.

74. Typicality: Plaintiffs' claims are typical of those of the classes. Specifically, each and every class member of the MWHL Class and the MWPCL Class worked as a Specialist for Defendant. Each and every class member was required to work well over forty (40) hours per workweek to keep up with Defendant's imposed schedule and regular understaffing. Each class member was paid on a piece-rate basis. Each class member failed to receive extra compensation, regardless of whether the class member worked over forty (40) hours per week. Every member of the MWPCL Class failed to receive all wages owed to them at the end of their employment. As a result, each and every class member suffered the same harm. This was due to Defendant's failure to pay a proper overtime premium for all hours worked in excess of forty (40) hours per workweek and the subsequent failure to pay Plaintiffs and other members of the MWPCL Class all wages

owed to them at the conclusion of their employment. This constitutes a direct violation of the MWHL, as well as a subsequent violation of the MWPCCL.

75. Adequacy: Plaintiffs will fully and adequately protect the interests of the classes. They seek the same recovery as the class, predicated upon the same violations of the law and the same damage theory. Plaintiffs have also retained counsel who are qualified and experienced in the prosecution of statewide wage and hour class actions. Neither Plaintiffs nor their counsel have interests that are contrary to, or conflicting with, the interests of the classes.

76. Predominance: The common issues of law and fact predominate over any individual issues. Each class member's claim is controlled by Maryland's wage and hour statutory scheme and one set of facts. This is based on Defendant's failure to pay overtime as required by MWHL and its subsequent failure to pay all wages due at the end of an individual's employment as required by the MWPCCL. Similarly, the damages are eminently certifiable in that Defendant's records will provide the amount and frequency each class member was paid as well as the amount of time each class member worked.

77. This action is maintainable as a class action. The prosecution of separate actions by individual members of the classes would create a risk of inconsistent or varying adjudications with respect to individual members of the classes. This would establish incompatible standards of conduct for Defendant. If they were to pursue their claims separately, the numerous adjudications that would be required to protect the individual interests of the class members would constitute a considerable drain and burden on judicial resources.

78. Accordingly, the Court should certify the proposed classes.

CAUSES OF ACTION AND VIOLATIONS OF LAW

Count I. Violation of the FLSA: Failure to Pay Overtime Wages

79. Plaintiffs hereby fully incorporate in this Count all allegations contained within Plaintiffs' Complaint.

80. Plaintiffs are entitled to overtime under 29 U.S.C. § 207(a), which provides that employers must compensate their employees for hours worked in excess of forty (40) in a workweek at a rate of not less than one and one-half (1.5) times the regular rate at which they are employed.

81. As described above, Plaintiffs have not received from Defendant compensation reflecting the prescribed overtime wage rate for hours worked in excess of forty (40) in a week; Defendant failed to compensate Plaintiffs for these additional hours.

82. Defendant willfully and intentionally failed to compensate Plaintiffs for the overtime hours they worked by advising Plaintiffs to underreport their hours.

83. There is no bona fide dispute that Plaintiffs are owed overtime wages for the work they performed for Defendant.

84. Under the FLSA, Plaintiffs are entitled to additional wages from Defendant to compensate them for hours worked in a workweek in excess of forty (40) at a rate of one and one-half (1.5) times their regular hourly wage rate.

Count II. Violation of MWHL: Failure to Pay Overtime Wages

85. Plaintiffs hereby fully incorporate in this Count all allegations contained within Plaintiffs' Complaint.

86. Pursuant to Maryland Labor and Employment Code Ann. § 3-415, each employer shall pay an overtime wage of at least one and one half (1.5) times the regular hourly rate.

87. Furthermore, pursuant to Maryland Labor and Employment Code Ann. § 3-420(a), an employer shall compute the wage for overtime under § 3-415 on the basis of each hour over forty (40) that an employee works during one (1) workweek.

88. Plaintiffs have not received compensation from Defendant reflecting the prescribed overtime wage rate for hours worked in excess of forty (40) in a week. Defendant unlawfully compensated Plaintiffs for these additional hours.

89. Defendant willfully and intentionally failed to compensate Plaintiffs for the overtime hours they worked.

90. There is no bona fide dispute that Plaintiffs are owed overtime wages for the work they performed for Defendant.

91. Under MWHL, Plaintiffs are entitled to additional wages from Defendant for all overtime hours worked at a rate of one and one-half (1.5) times Plaintiffs' regular hourly wage rate.

Count III. Violation of the MWCPL: Failure to Pay Wages Owed

92. Plaintiffs hereby fully incorporate in this Count all allegations contained within Plaintiffs' Complaint.

93. Plaintiffs are entitled to wages under the Maryland Wage Payment Collection Law, Labor and Employment §§3-501 et. seq., which provides that each employer shall pay an employee all wages due for work that the employee performed before the end of employment, on or before the day on which the employee would have otherwise been paid the wages.

94. Plaintiffs have not received compensation from Defendant for all wages owed for work performed before the termination of their employment in accordance with §3-505(a). This

is specific to Defendant's failure to pay Plaintiffs overtime for all hours worked over forty (40) in a workweek.

95. Defendant willfully and intentionally withheld the wages Plaintiffs are owed and continued to violate the MWPCCL, even after Plaintiffs informed Defendant of the violation.

96. There is no bona fide dispute that Plaintiffs are owed wages for work performed while employed by Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs on behalf of themselves and all others similarly situated, pray for the following relief:

- a) Designation of this action as a collective action on behalf of Plaintiffs and those similarly situated;
- b) Designation of this action as a class action on behalf of Plaintiffs and all members of the proposed state class;
- c) A finding that Defendant's classification of Plaintiffs and similarly situated employees as exempt was done in error;
- d) Judgment against Defendant for its failure to pay Plaintiffs and those similarly situated in accordance with the standards set forth by the FLSA;
- e) Judgment against Defendant for its failure to pay Plaintiffs and those similarly situated in accordance with the standards set forth by MWHL and the MWCPL;
- g) An award against Defendant for the amount of unpaid overtime wages owed, calculated at a rate that is not less than one and a half (1.5) times Plaintiffs' regular hourly rate for all overtime hours worked, to Plaintiffs and those similarly situated;
- h) An award of liquidated damages equal to the total amounts of unpaid wages owed to Plaintiffs and those similarly situated;
- i) An award of treble damages equal to the total amounts of unpaid wages owed to Plaintiffs and those similarly situated;
- j) An award of reasonable attorneys' fees and all costs, plus interest, to be satisfied in full by Defendant;

- k) Leave to add additional plaintiffs, opt-in or party, through the filing of consent forms; and
- l) All further relief deemed just and equitable by this Honorable Court.

REQUEST FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs request that a jury of their peers hear and decide all possible claims brought on behalf of Plaintiffs and those similarly situated.

Respectfully submitted,

/s/ Benjamin L. Davis, III

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