



**PARTIES AND JURISDICTION**

1. Plaintiff is an adult resident of the State of Maryland.
2. Defendant is a corporation formed under the laws of the State of Delaware with its principal place of business in California.
3. Pursuant to the foregoing, at all times relevant to this Complaint, Defendant was Plaintiff's "employer" and Plaintiff was Defendant's "employee" for purposes of the MWPCCL.
4. Plaintiff has worked remotely for Defendant from his residence in the State of Maryland at all times relevant to Plaintiff's claims herein.
5. Defendant provides services in the State of Maryland, employs workers in the State of Maryland, and is registered to do business in the State of Maryland.
6. Personal jurisdiction is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-102 and § 6-103.
7. Subject matter jurisdiction is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 4-402.
8. Venue is proper pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-201.

**FACTS**

9. Defendant provides cloud software and artificial intelligence services. Defendant's website explains its business as "the AI control tower for business reinvention."
10. Defendant has employed Plaintiff from approximately 2012 through the present. Plaintiff's current role (since January 2023) is Regional Strategic Partner Lead.
11. Plaintiff has worked in sales for decades.
12. Plaintiff first accepted an offer of employment from Defendant in approximately 2012 in exchange for Defendant's promise to pay him a salary as well as commissions on his sales.

13. During Plaintiff's approximately 13.5 years of employment with Defendant, Defendant paid Plaintiff commissions on sales that Plaintiff influenced or sourced. Prior to 2024, Defendant never refused to pay Plaintiff a commission he had earned, including on the grounds that the commission was allegedly too sizable.

14. Plaintiff's commissions are calculated based on the value of sales he contributed to and the extent to which Plaintiff has met or exceeded his annual sales quota. Prior to 2024, Defendant never refused to pay Plaintiff a commission on the grounds that Plaintiff exceeded his sales quota. Defendant sets Plaintiff's sales quota annually.

15. On or about September 24, 2024, Defendant "closed" a valuable sale to a Federal government entity. Defendant appraised the sale as worth \$7,301,040.00 in net new annual contract value. In other words, the sale increased the value of an existing contract by roughly \$7.3 million per year.

16. Plaintiff "sourced" the September 24, 2024 transaction. "Sourcing" a transaction is one of two ways which entitle an employee to a commission from Defendant.

17. Plaintiff's right to a commission on this sale was approved pursuant to the procedure established by Defendant.

18. Defendant deems a commission payable once the transaction is "closed." After the transaction is "closed," the commission is entered into Defendant's commissions-tracking system, Varicent, where the employee can track how much he has earned and will be paid. Defendant pays commissions at the end of the first full month after the transaction is closed.

19. Defendant recognized that this sale had been "closed" and that Plaintiff had "sourced" the sale by adding the value of the sale and the commission to which Plaintiff was entitled into Varicent.

20. Defendant received full payment from the customer for this sale.

21. Plaintiff met all the requirements for earning a commission on this September 24, 2024 sale according to Defendant's 2024 Sales Compensation Plan.

22. Plaintiff was entitled to a \$236,845.00 commission in connection with this sale. In fact, Defendant indicated that Plaintiff was entitled to this exact amount in Varicent.

23. In November 2024, Plaintiff's then-manager told Plaintiff that Defendant would not pay this commission because the Sales Compensation Department had concluded that Plaintiff had "overachieved to a degree that was outside normal" in relation to his sales quota. In other words, Defendant believed Plaintiff had made too much money. Notwithstanding that Plaintiff's commission was only a small percentage of the revenue recognized and received by Defendant, Defendant made a "Prior Period Adjustments Payment" subtracting the \$246,845.00 from Plaintiff's commission-related earnings in Varicent.

24. In early May 2025, one of Defendant's executive officers told Plaintiff that there was not enough money allocated to Defendant's commissions "bucket" to pay Plaintiff the commission he had earned on this sale.

25. On or about August 15, 2025, Defendant "closed" an even more valuable sale, which Defendant appraised as worth \$20,021,907.00. This sale was also to a Federal government agency.

26. Plaintiff "sourced" the August 15, 2025 sale.

27. Plaintiff's right to a commission on this sale was approved pursuant to the procedure established by Defendant.

28. Defendant recognized that the sale had been “closed,” and that Plaintiff had “sourced” the sale by entering the value of the sale and the commission to which Plaintiff was entitled into Varicent.

29. Defendant received full payment from the customer for this sale.

30. Plaintiff met all the requirements for earning a commission on this August 15, 2025 sale according to Defendant’s 2025 Sales Compensation Plan.

31. Plaintiff was entitled to a \$144,142.00 commission in connection with this sale. In fact, Defendant indicated that Plaintiff was entitled to this exact amount in Varicent.

32. In September 2025, Kristen Carleton (Senior Manager, Sales Operation Management) sent an email to Plaintiff’s supervisor and others stating that Defendant had placed a hold on Plaintiff’s entitlement to this \$144,142.00 commission because Plaintiff had again “overperformed” in relation to his quota. Ms. Carleton recommended retroactively doubling Plaintiff’s sales quota, which would ostensibly halve his already-earned commission.

33. Defendant had set Plaintiff’s sales quota at the start of 2025, and Plaintiff made sales in reliance thereon.

34. Defendant has repeatedly asked Plaintiff to sign a “Plan Acknowledgment Form” accepting this retroactively increased quota. Plaintiff has refused to sign such a form ostensibly consenting to this retroactive increase.

35. Notwithstanding Plaintiff’s refusal to accept and agree to the retroactive quota increase, Defendant has unilaterally implemented the retroactive increase. Defendant unilaterally and retroactively adjusted Plaintiff’s quota for the express purpose of decreasing his entitlement to a commission after Plaintiff had already earned it.

36. Defendant has not paid any of Plaintiff's \$144,142.00 commission. Defendant has not even paid the portion of this commission that Plaintiff would be entitled to if Plaintiff agreed to the retroactive doubling of his sales quota.

37. The 2024 Plan and 2025 Plan both provide "that earned commissions shall not be adversely affected retroactively." Despite this, Defendant retroactively nullified Plaintiff's two commissions after he had earned them.

38. Plaintiff has demanded that Defendant pay all unpaid commissions, but Defendant has failed and refused to pay these commissions.

39. Defendant's failure to pay Plaintiff the wages he rightfully earned, as required by the MWPCCL, was willful and intentional, not in good faith, and not the result of a *bona fide* dispute.

### **CAUSES OF ACTION**

#### **COUNT I**

#### **Violation of the Maryland Wage Payment and Collection Law (Unpaid Wages)**

40. Plaintiff reasserts and re-alleges each and every allegation set forth above as though each was set forth herein.

41. Plaintiff was Defendant's "employee" pursuant to § 3-501 and § 3-502 of the MWPCCL.

42. Defendant was Plaintiff's "employer" pursuant to § 3-501 and § 3-502 of the MWPCCL.

43. As Plaintiff's "employer," Defendant was obligated to pay Plaintiff all wages due for the work he performed.

44. The term "wage" under the MWPCCL includes "a commission." Md. Code Ann., Lab. & Empl. § 3-501(c)(2)(ii).

45. Plaintiff earned commissions stemming from the September 24, 2024 and August 15, 2025 sales that Plaintiff sourced. Defendant approved Plaintiff's right to a commission on these sales, and Plaintiff met all conditions for the commissions to be "earned" and payable.

46. Notwithstanding this, Defendant manufactured reasons not to pay the commissions even though they had been earned.

47. Defendant has refused and failed to pay commissions earned by Plaintiff.

48. Defendant has failed to timely pay Plaintiff all earned "wages."

49. At the present, Defendant has failed to pay Plaintiff \$246,845.00 for the commission he earned in 2024, and \$144,142.00 for the commission he earned in 2025.

50. Defendant's failure and refusal to pay Plaintiff all wages due was not the result of any *bona fide* dispute.

WHEREFORE, Defendant is liable to Plaintiff under Count I for unpaid wages, statutory damages in the amount of two-times Plaintiff's unpaid wages, pre- and post-judgment interest, attorney's fees, costs, and expenses of this action incurred as a result of Defendant's failure to pay Plaintiff what was legally owed to him, and such other legal and equitable relief from Defendant's unlawful and willful conduct as the Court deems proper.

**COUNT II**  
**Quantum Meruit/Unjust Enrichment**

51. Plaintiff reasserts and re-alleges each and every allegation set forth above as though each was set forth herein.

52. Plaintiff raises this claim in the alternative to Count I.

53. Plaintiff has provided approximately 13.5 years' worth of services to Defendant.

54. Plaintiff's services resulted in the two valuable sales at issue. These sales were closed on September 24, 2024 and August 15, 2025 and resulted in a total of \$27,322,947.00 in net new annual contract value for Defendant.

55. Defendant promised to pay Plaintiff commissions for these sales, and Plaintiff expected to be paid commissions. However, Defendant has failed and refused to pay these commissions, notwithstanding Defendant's receipt of valuable services far in excess of amounts paid to Plaintiff.

56. Defendant had knowledge of the benefit conferred upon it during this period and knew that Plaintiff expected to be compensated for his excellent salesmanship. Plaintiff has asked Defendant to pay all outstanding commissions, and Defendant has refused to do so. Defendant's acceptance and retention of the benefits conferred upon it by Plaintiff make it inequitable and unjust for Defendant to retain these benefits without payment of Plaintiff's commissions.

57. As a consequence of Defendant's failure to pay all of Plaintiff's earned commissions for services rendered by Plaintiff, and Defendant's receipt of considerable benefits beyond amounts paid, Plaintiff has suffered damages.

WHEREFORE, Defendant is liable to Plaintiff under Count II in an amount to be proven at trial, plus interest (both pre- and post-judgment), the costs of this action, and any other and further relief this Court or a jury deems appropriate.

**COUNT III**  
**Promissory Estoppel**

58. Plaintiff reasserts and re-alleges each and every allegation set forth above as though each was set forth herein.

59. Plaintiff raises this claim in the alternative to Count I.

60. Defendant promised to pay Plaintiff commissions as part of his compensation.

61. Defendant promised to pay Plaintiff commissions earned on the September 24, 2024 and August 15, 2025 sales by (i) issuing Defendant's 2024 and 2025 Sales Compensation Plans; (ii) approving the commissions; and (iii) entering the commission amounts into Varicent.

62. Plaintiff reasonably expected that Defendant would pay him commissions on the transactions closed on or about September 24, 2024 and August 15, 2025. Plaintiff provided labor to Defendant with the expectation that he would be properly compensated for his work in accordance with the Parties' agreement. Plaintiff refrained from seeking out or accepting alternative employment in reliance on Defendant's promises.

63. Defendant has refused and failed to pay Plaintiff all earned commissions.

64. As a consequence of Defendant's failure to pay all promised commissions for services rendered by Plaintiff, Plaintiff has suffered damages.

WHEREFORE, Defendant is liable to Plaintiff under Count III in an amount to be proven at trial, plus interest (both pre- and post-judgment), the costs of this action, and any other and further relief this Court or a jury deems appropriate.

**JURY TRIAL DEMAND**

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,

/s/ Charles Tracy

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