

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

KALI HENDERSON,
Individually and on behalf of all others
Similarly situated
Plaintiff,

Case No:

v.

ANGI INC.
Defendant.

**COLLECTIVE ACTION COMPLAINT FOR VIOLATIONS OF THE
OVERTIME WAGE SECTION OF THE FAIR LABOR STANDARDS
ACT (FLSA)**

Plaintiff, KALI HENDERSON, individually and on behalf of all others similarly situated, sues Defendant **ANGI INC.** (hereinafter referred to as "Ninja", or Defendant), pursuant to 29 U.S.C. § 216(b), of the Fair Labor Standards Act (the "FLSA") for failure to pay overtime wages in violation of FLSA Section 207(a), and states as follows:

1. Plaintiff Henderson and the collective of similarly situated current and former non-exempt hourly paid, inside sales representatives (ISR) all worked for Defendant under various job titles including but not limited to: Sales Development Representative (SDR), Inside Sales Representative, Outbound Sales Specialist, Sales Consultant, Solutions Consultant, Outbound Sales Executive, and other various job titles used to describe persons who

performed substantially the same job requirements: that of an inside sales representative (“ISR”), and all worked remotely from their homes across the U.S. Ultimately their work was directed from managers and directors at Defendant's single corporate office located in Denver, Colorado.

2. Plaintiff's primary function was to use telecommunications such as telephones, email, and technology to solicit service-related businesses to use ANGI's list platform to connect with consumers and the general public on a subscription basis (SAAS).

3. Through a long-standing scheme to avoid and evade its overtime pay obligations under the FLSA, for the purposes of increasing profits for itself, Angi has improperly and willfully withheld and refused to pay Plaintiff and its ISR overtime wages and premiums for overtime hours worked it knew or should have known were being worked in violation of the nation's federal wage law, the FLSA.

4. At minimum, Defendant acted with reckless disregard for its obligations to pay ISR overtime premiums for all hours worked; but worse, Defendant willfully stole the hard earned and owed wages of Plaintiff and its inside sales employees in the name of profits and minimizing labor costs.

5. Angi has concurrently and simultaneously willfully failed to accurately track and record Plaintiff's work hours as mandated pursuant to federal regulation 29 C.F.R. § 516.

6. Plaintiff predominantly spent her days making outbound (cold calls), sending email solicitations to sell and market Angi's services and application in what is called business to business (b2b) sales.

7. The allegations in this pleading are made without any admission that, as to any allegation, Plaintiff bears the burden of pleading, proof, or persuasion. Plaintiff reserves all rights to plead in the alternative.

Jurisdiction & Venue

8. This Court has subject matter jurisdiction over this action pursuant to *28 U.S.C. §1331*, because this action involves a federal question pursuant to the Fair Labor Standards Act ("FLSA"), *29 U.S.C. § 216 (b)*.

9. This Court is empowered to issue a declaratory judgment under *28 U.S.C. §§ 2201 and 2202*.

10. This Court has personal jurisdiction over the Defendant, because the Defendant operates substantial business in this district where Plaintiff and others similarly situated worked from, and because the damages at issue occurred within this District during the relevant 3-year time period.

11. Venue is proper to this Court pursuant to *28 U.S.C. Sec. 1391(b)* because the unlawful pay practices complained of and Plaintiff's damages occurred in this District as Plaintiff was hired from, worked at her home within this district, among other ISR defendant employed in this district.

12. The overtime wage provisions set forth in FLSA §207 apply to Defendant, as Ninja engaged in interstate commerce under the definition of the FLSA. Indeed, at all relevant times, Defendants engaged in interstate commerce and/or in the production of goods for commerce within the meaning of FLSA Sec. 203 as a common business enterprise. Additionally, Defendant earned more than \$500,000 in revenue during the years 2019 to 2021 as well.

The Parties

Named Plaintiff, Kali Henderson

13. Plaintiff Kali Henderson was first hired to work for Defendant as an Inside Sales Representative under the title of “Representative, Inside Sales Ads beginning in February 2024.

14. Plaintiff worked remotely from her home in Sandy Springs, Georgia until June 2024 when she resigned.

15. Plaintiff’s work was highly supervised, micro-managed, and scrutinized daily by management.

16. Plaintiff was required to meet certain key performance metrics which gauged her performance and determined whether she would even continue to have a job. These key performance metrics primarily included mandatory telephone talk times of 150 minutes and a high number of minimum phone calls per day, as well as being required to meet production or sales quotas

or goals.

17. Plaintiff also had sales quotas, and it was expected that his warm leads and appointments for the Account Executives would lead to subscription sales revenues of set monthly sums.

18. Plaintiff was paid on an hourly pay basis with eligibility and entitled to receive a non-discretionary commission on sales made.

The Defendant

19. ANGI Inc., (hereinafter Angi) (stock symbol ANGI) is a publicly traded, for profit Delaware company with world headquarters located at **3601 Walnut St, Suite 700, Denver CO, 80205**. Defendant has apparently willfully failed to register to do business in Georgia and does not post any registered agent, despite routinely employing its citizens over the past 3 years.

20. Defendant Angi is an employer within the definition of the FLSA, as it has revenues exceeding \$500,000 annually in all applicable time periods, is involved in interstate commerce, and employs upwards of 300 or more employees.

21. Angi reports revenue of \$256,000,000.00 for its 3rd quarter of 2025

22. Defendant describes itself and its business as follows on its website: “Angi (NASDAQ: ANGI) helps homeowners get home projects done well and helps home service professionals grow their business. We started in

1995 with a simple goal to help people find skilled home pros in their area. Now more than 25 years later, we've evolved to help people with everything from finding, booking and hiring a skilled pro, to researching costs, finding inspiration and discovering project possibilities. With an extensive nationwide network of skilled home pros, Angi has helped more than 150 million people maintain, repair, renovate and improve their homes and has helped hundreds of thousands of small local businesses grow."

23. Angi was Plaintiff's employer within the meaning of 29 U.S.C. § 203(d).

24. Upon information and belief, Defendant employs upwards of 1000 or more ISR working across the U.S. from their homes remotely over the past 3 years at any given time.

25. The FLSA does not require employees to have to "claim" or submit a claim for overtime hours as a condition for being paid for these hours, especially where the Defendant knows, or should know, that employees are working overtime hours.

26. Here, Defendant has maintained for many years the application of unlawful pay practices and a history of either disinformation or intentionally silence about the FLSA overtime pay requirements.

27. Defendant, throughout the preceding 3 years of the filing of this Complaint and currently as well, has been aware of their inside sales

representatives, including Plaintiff, routinely working overtime hours without being paid for all hours worked.

GENERAL FACTS

28. Plaintiff was assigned a standardized, corporate work schedule of Monday to Friday from 8:00 am until 5:30 pm, but she found it necessary to routinely work after the ending time of his shift at 5:30 pm, as well as sometimes working during permitted 30 minute meal breaks.

29. Plaintiff's workweek was 42.5 hours, with 8.5 hour workdays, and with a presumption that each ISR, including plaintiff would take a 30 minute meal break.

30. Plaintiff generally did not take or use this full 30-minute, uninterrupted, non-working meal break, making these meal breaks not bona fide and thus the same must be counted as time worked for Plaintiff (aka compensable time).

31. To meet performance metrics and hit sales goals, Plaintiff, like her co-worker ISR, found it necessary to work without utilizing this meal break time.

32. Plaintiff rarely if ever could afford to take a 30 minute non-working uninterrupted meal break but was pressured to report the same on the time sheets.

33. To keep up with work requirements, meet performance metrics

and maintain relationships with clients or prospective clients, Plaintiff found it necessary to work beyond the 5:30 schedule to communicate with businesses and including those on time zones different than eastern standard time.

34. The company strongly encouraged ISR to work overtime hours by pressuring them to meet the performance metrics and production goals.

35. Indeed, there was no means to report or claim the hours and minutes for meal breaks which were not fully taken and those which were non-bona fide.

36. Plaintiff and all other ISR were told the company policy was “we don’t pay overtime”, and thus not to ever report or claim it on time sheets, but meanwhile, ISR were free to work extra hours without consequences or discipline as long as the time was not claimed or reported to Defendant.

37. In order to make sales, the job inherently required Plaintiff to work and communicated with prospective clients or customers outside the standardized corporate work schedule, and Defendant knew it.

38. Plaintiff attended sales demonstrations and appointments set for which went beyond 5:30 pm but was not paid for this time and discouraged by management from reporting these hours.

39. It is also well known to ANGI that only those sales representatives who were working more than 40 hours, and with many hours off the clock were the ones who earned the highest commissions, met performance metrics and

maximized sales production and otherwise who were the most productive sales employees.

40. Plaintiff routinely worked more than 40 hours in during the term of her employment throughout the workweeks, with the knowledge, and encouragement Defendant, but was never paid a premium for all such overtime hours worked.

General Collective Action Allegations

41. This collective action arises from an ongoing, longstanding, wrongful scheme by Defendant to willfully underpay and refuse to pay overtime wages to a large class of workers, the inside sales representatives (ISR), who Defendant knew, and knows still up through the filing of this complaint, routinely worked overtime hours without being paid for all hours worked.

42. Defendant's unlawful pay practices applicable to all inside sales representatives consisted of a) maintaining blind indifference to off the clock work and permitting ISR to suffer to work off the clock; and b) instituting a policy of taking 2.5 hours of what would be overtime pay from them by not providing any means to claim the 30 minutes of meal break times they did not fully utilize and which were not bona fide meal breaks.

43. Despite knowledge that ISR had to work more than 40 hours, and work beyond the ending shift times of 5:30 pm Management “turned a blind eye” to the overtime hours worked by the inside sales reps.

44. Plaintiff and all other similarly situated ISR were not being paid a fair wage for a fair day’s work as the FLSA mandates and for which it was created.

45. Plaintiff and other ISR were instructed to make sure that they recorded a meal break for 30 minutes whether they took the meal break or not.

46. As Plaintiff was led to believe she was not going to be paid overtime hours even if she sought to claim them, she did as instructed and input the meal break times to avoid her time sheets from going over 40 hours.

47. No policy or procedure was in place for ISR to claim the times worked when they took less than the full 30-minute meal break allotted time, and thus which would have made these breaks – non-bona fide and owed to the employees as overtime hours.

48. Defendant maintained a code of silence about the FLSA and its meal break requirements or bona fide meal break regulations, and about overtime wages for ISR under the FLSA. No meetings or trainings were concocted during Plaintiff’s term about these issues or on the FLSA.

49. The work environment was plagued with pressure to work and not

complaint of the unpaid overtime hours and instead to focus in hitting numbers and key performance metrics in order to both earn and maximize their commissions, and thus to keep their jobs.

50. The Work environment was high-pressure, and boiler-room type with daily scrutiny and monitoring, which was to hit numbers or get put on a PIP and then fired.

51. Defendant even put IRS on a video to watch them on a daily basis.

52. ISR were pressured daily and weekly to hit numbers or find themselves on a PIP or fired for lack of production.

53. The FLSA does not require employees to have to “claim” or submit a claim for overtime hours as a condition for being paid for these hours, especially where the Defendant knows, or should know, that employees are working overtime hours.

54. Here, Defendant has maintained for many years the application of unlawful pay practices and a history of either disinformation or intentionally silence about the FLSA overtime pay requirements.

55. Defendant, throughout the preceding 3 years of the filing of this Complaint and currently as well, has been aware of their inside sales representatives, including Plaintiff, routinely working overtime hours without being paid for all hours worked.

56. Upon information and belief, all ISR during the relevant 3 year claim period at issue here worked on similar compensation plans of a base hourly pay and a monthly commission pay plan, and all were thus treated as and classified as non-exempt from overtime pay.

57. The work of the ISR was standardized and routine – making phone calls and sending out emails soliciting defendant's products and services to businesses, with the primary job duty for of all ISR as soliciting and selling and marketing defendant's products and services.

THE COLLECTIVE OF SIMILARLY SITUATED ISR

58. Plaintiff brings this suit individually, and on behalf of all similarly situated persons composed of the following collective group (aka class) of similarly situated members

All person working as inside sales representatives (ISR) under the titles of: Sales Development Representative (SDR), Account Manager, Account Executive, Sales Consultant, Solutions Consultant, Outbound Sales Executive or Specialist or any other job title used to describe persons whose primary job duty was inside sales, who are currently employed or were previously employed by ANGI INC. within the past three years preceding the filing of this lawsuit through to the date of trial from anywhere in the U.S.A. and its territories.

COLLECTIVE FACT ALLEGATIONS

59. At the time of this filing, numerous other members of the putative class seek to join this action and demonstrate that there are others similarly

situated who seek to join and claim their overtime wages.

60. Plaintiff can protect and represent the Collective or class, and is willing, able, and consents to doing so.

61. Plaintiff is similarly situated to the collective members she seeks to join in this action, as she was employed by Defendant in the position of an ISR and because: a) she solicited to sell Angi's products and services and thus her primary job duty was sales; b) she was paid under the same common pay structure/plan applicable to all other inside sales representatives: a base hourly rate of pay with entitlement to commissions paid on a monthly basis; c) she routinely worked overtime without being paid a premium for the hours worked; and d) is familiar with Defendant's policies, procedures and unlawful pay practices.

62. Upon information and belief, Defendant employed 1000 or more ISR at any given time working remotely from their homes from more than 26 states across the United States, and whose work was controlled from ultimately the corporate office.

63. With turnover over the past 3 years, the collective of similarly situated ISR may be upwards of 2500 or more members.

64. Upon information and belief, during the preceding 3 years all ISR were subject to a common unlawful pay practice and scheme of being

permitted to suffer to work off the clock and without any real means to claim the non-bona fide meal break times.

65. Upon information and belief, and from communications and training and other meetings with ISR from across the US, all ISR were subject to single corporate and common employment policies and procedure, including standard and uniform overtime pay practices and time keeping procedures.

66. Upon information and belief, all ISR were told that Defendant's De Facto policy was that it simply will not pay overtime, so employees were not to dare to claim such time or ask for the time but meanwhile were permitted suffer to do the work off the clock.

COUNT I
FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF FLSA
SECTION §207A

67. Plaintiff alleges and incorporates by reference all preceding paragraphs as if restated herein.

68. Plaintiff routinely worked more than 40 hours during his workweeks over the term of his employment, up through the date of separation from employment on or about May 2024.

69. Defendant does not, and cannot have a good faith basis for failing to pay Plaintiff overtime premiums, as Defendant was throughout the preceding

3 years, well aware that the persons working as inside sales reps work in a position that generally is well known to require its ISR to work more than 40 hours to meet performance metrics and sales goals and to maximize commissions.

70. Angi also knew inside sales representatives were working overtime without paying a premium for these hours, both encouraging it with blatant disregard for the FLSA, but also it chose not to pay them any premiums for the overtime hours worked when it knew it was happening, including overtime pay qualifying unutilized meal breaks.

71. Thus, Defendant knowingly and willfully failed to accurately and fully track the hours worked by Plaintiff in violation of the FLSA and 29 CFR Part 576.

72. Defendants time records, if any, are thus inaccurate and unreliable, and pursuant to Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680 (1946), Defendant has the burden to prove Plaintiff's work hours. Plaintiff may establish the hours he worked solely by his testimony and the burden of overcoming such testimony shifts to the employer as per Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680 (1946).

73. Again, despite the *Van Vlack* FLSA collective action case and its settlement with this group of former ISR in September 2022, Defendant never instituted a time tracking system and never reclassified plaintiff to non-exempt.

74. Defendant has maintained a scheme to avoid its overtime pay obligations to a large group or class of employees...its ISR; and a group who were known to not complain and instead as encouraged, focus on earning commissions by suffering to work off the clock rather than to complain about not getting paid base pay for all hours worked.

75. Defendant knew Plaintiff worked more than 40 hours in his workweeks but would not pay plaintiff a premium for these hours.

76. The FLSA required Defendant to pay the overtime wages when it knew employees “worked” over 40 hours in any work week and does not permit an employer to escape or nullify its overtime pay obligations by placing the duty on the employee to formally submit the hours and make a claim for overtime pay.

77. Regardless, the Defendant’s company policies and procedures related to work hours are oppressive, misleading and intended to discourage and prevent inside sales representatives from ever making a request or claim for overtime pay due to fear and intimidation of being terminated from employment.

78. Defendant made clear to the Plaintiff and other inside sales representatives that they were not going to be paid overtime wages and that requesting such was going to subject them to heightened scrutiny, discipline and potentially termination of employment.

79. Defendant has failed to make, keep, and preserve accurate time records with respect to each of its employees sufficient to determine their wages, hours, and other conditions of employment in violation of the FLSA 29 USC 201 *et. seq.*, including 29 USC Sec. 211(c) and 215 (a).

80. Defendant understood that in order to meet quotas and goals, and performance metrics, inside sales representatives would inherently have to routinely work overtime hours, and that in order to be successful as an ISR, the position simply not a 40 hour per week job.

81. To summarize, ANGI has willfully and lacking in good faith, violated the FLSA by failing to pay overtime premiums to Plaintiff and all others similarly situated.

82. As a result of Angi's willful violations of the FLSA, Plaintiff and all other ISR who worked for Defendant during the same period of time, have suffered damages which amount to wage theft by Defendant, for its willful failure and refusal to pay her overtime compensation in accordance with FLSA §207a.

83. Defendant maintained a scheme to avoid its overtime pay obligations to ISR under the FLSA, through misleading statements, false statements of being exempt from overtime pay, and discouraging complaining of unpaid overtime hours.

84. Due to Angi's willful violations of the FLSA, a three-year statute

of limitations applies to the FLSA violations pursuant to *29 U.S.C. §255(a)*.

85. As a result of Angi's unlawful acts and pay practices, complained of herein, Plaintiff and those similarly situated ISR have been deprived of due and owing overtime compensation in amounts to be determined at trial.

86. Plaintiff and all other ISR who elect to join this action, are entitled to be paid an equal sum of all back wages awarded in amount sum as liquidated damages, as defendant does not and cannot prove it had a good faith basis for the unlawful pay practices complained of herein.

WHEREFORE, Plaintiff, demands the following relief:

- a) the payment of all past due wages for overtime hours worked within the preceding 3 years for himself and all other ISR who elect to join or participate in this collective action;
- b) the payment of an equal sum of awarded overtime wages as liquidated damages;
- c) Certifying this as a collective action and permitting Plaintiff and his counsel to send notice of this action to all others similarly situated;
- d) prejudgment interest and an award of his attorney's fees, costs and expense of this litigation pursuant to FLSA § 216.
- e) Plaintiff further seeks a determination or finding by the Court that defendant willfully violated the time keeping requirements of the FLSA and as codified in 29 CFR part 516, and hold place the burden

of proof of the hours worked of Plaintiff on Defenadnt.

- f) Plaintiff further requests the Court award any other equitable or legal relief as this Court may deem appropriate, including the value of underpaid matching funds in company pension or 401k plans.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury.

Filed this ____ day of January, 2026.

/s/ Mitchell Feldman, Esq.

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