

EXHIBIT A

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

ALEXANDER FLOYD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

INSIGHT GLOBAL, LLC, a Delaware
limited liability company; and DOES 1-20,

Defendants.

No. 23-2-19335-1 SEA

SUMMONS (20 DAYS)

TO: INSIGHT GLOBAL, LLC, a Delaware limited liability company.

A lawsuit has been started against you in the above entitled court by the above-captioned plaintiff. Plaintiff's claims are stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond by stating your defense in writing, and serve a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
2 demand must be in writing and must be served upon the person signing this summons. Within
3 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the
4 service on you of this summons and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
6 that your written response, if any, may be served on time.

7 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of The State
8 of Washington.

9
10 DATED October 6, 2023.

EMERY | REDDY, PLLC

11
12 By: /s/ Timothy W. Emery
13 Timothy W. Emery, WSBA No. 34078
14 Patrick B. Reddy, WSBA No. 34092
15 Paul Cipriani, WSBA No. 59991
16 Emery Reddy, PLLC
17 600 Stewart Street, Suite 1100
18 Seattle, WA 98101
19 Phone: (206) 442-9106
20 Fax: (206) 441-9711
21 Email: emeryt@emeryreddy.com
22 Email: reddyp@emeryreddy.com
23 Email: paul@emeryreddy.com
24 *Attorneys for Plaintiff Alexander Floyd*
25 *and the Class*
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

ALEXANDER FLOYD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

INSIGHT GLOBAL, LLC, a Delaware
limited liability company; and DOES 1-20,

Defendants.

No. 23-2-19335-1 SEA

CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF,
AND DECLARATORY RELIEF

Plaintiff Alexander Floyd, on behalf of himself and all others similarly situated (the “Class”), by and through counsel, brings this Class Action Complaint against Defendant Insight Global, LLC (“Defendant”) and alleges, upon personal knowledge as to Plaintiff’s own actions and Plaintiff’s counsel’s investigations, and upon information and belief as to all other matters, as follows:

I. NATURE OF THE CASE

1. Effective January 1, 2023, employers must disclose in each posting for each job opening, the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant. RCW 49.58.110(1).

2. The Washington Legislature finds that “despite existing equal pay laws, there continues to be a gap in wages and advancement opportunities among workers in Washington.” RCW 49.58.005(1). The Legislature further finds that “lower starting salaries translate into lower pay, less family income, and more children and families in poverty.” RCW 49.58.005(3)(b).

CLASS ACTION COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, AND DECLARATORY RELIEF - 1

EMERY | REDDY, PLLC
600 Stewart Street, Suite 1100
Seattle, WA 98101
Phone: (206) 442-9106 • Fax: (206) 441-9711

1 3. “Some folks do not have the networks or ability to negotiate salaries. Salaries vary
 2 wildly in companies within the same industry and applicants do not have the ability to know what
 3 the value of the position is.” H.B. Rep. ESSB 5761, at 2 (Wash. 2022). The Equal Pay and
 4 Opportunities Act (“EPOA”) “allows a discussion at the start of the process instead of after an
 5 offer has been made, which will increase the ability to negotiate pay.” *Id.* Additionally, “[m]any
 6 candidates spend hours going through rounds of interviews only to find out they can’t live on the
 7 offered pay.” S.B. Rep. ESSB 5761, at 3 (Wash. 2022). The EPOA makes Washington “more
 8 competitive for job seekers...” *Id.*

9 4. This is a class action on behalf of individuals who applied to job openings with the
 10 Defendant where the job postings did not include the wage scale or salary range in direct violation
 11 of RCW 49.58.110.

12 **II. JURISDICTION AND VENUE**

13 5. This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010.

14 6. Venue is proper in this Court pursuant to RCW 4.12.025 because the acts and
 15 omissions alleged took place, in whole or in part, in King County, Washington, and Defendant
 16 resides and transacts business in King County, Washington.

17 7. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28
 18 U.S.C. § 1332(d)(4)(A), because: (a) all members of the Class are applicants of a Washington
 19 employer, or were applicants of a Washington employer, at all times relevant to their interactions
 20 with Defendant; (b) Defendant is registered to conduct business, and regularly transacts business,
 21 within Washington; (c) the alleged conduct of Defendant occurred within Washington; (d) the
 22 injuries to Plaintiff and the Class occurred within Washington; and (e) during the three-year period
 23 preceding the filing of this action, no other class action has been filed asserting the same or similar
 24 factual allegations against Defendant on behalf of the same persons. Alternatively, federal
 25 jurisdiction is inappropriate under the Class Action Fairness Act because: (a) pursuant to 28 U.S.C.
 26 § 1332(d)(4)(B), more than two-thirds of the Class reside in Washington; and (b) pursuant to 28
 27

1 U.S.C. § 1332(2), the amount in controversy does not exceed the sum or value of \$5,000,000,
2 exclusive of interest and costs.

3 **III. PARTIES**

4 8. Plaintiff is a resident of King County, Washington and applied to work for
5 Defendant in the greater Seattle area.

6 9. Defendant is a limited liability company that regularly transacts business in King
7 County, Washington and has an office for the transaction of business in King County, Washington
8 at 600 108th Avenue NE, Suite 1010, Bellevue, WA 98004.

9 10. Plaintiff is currently unaware of the true names and capacities, whether individual,
10 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1-
11 20, inclusive, and therefore sues such defendants by such fictitious names. Plaintiff will seek leave
12 to amend this Complaint to allege the true names and capacities of the fictitiously named
13 defendants when their true names and capacities have been ascertained. Plaintiff is informed and
14 believes, and thereon alleges, each of the fictitiously named defendants is legally responsible in
15 some manner for the events and occurrences alleged herein, and for the damages suffered by
16 Plaintiff and the Class.

17 **IV. FACTS APPLICABLE TO THE CLASS AND ALL CAUSES OF ACTION**

18 11. Effective January 1, 2023, all Washington employers are required to disclose in
19 each posting for each job opening the wage scale or salary range, and a general description of all
20 of the benefits and other compensation to be offered to the hired applicant. RCW 49.58.110.

21 12. For the purposes of RCW 49.58.110, "posting" means any solicitation intended to
22 recruit job applicants for a specific available position, including recruitment done directly by an
23 employer or indirectly through a third party, and includes any postings done electronically, or with
24 a printed hard copy, that includes qualifications for desired applicants. RCW 49.58.110(1).

25 13. Defendant employs more than 15 individuals in Washington state.
26
27

1 14. From January 1, 2023 to the present, Plaintiff and more than 40 Class members
2 applied to job openings with Defendant for positions located in Washington state where the
3 postings did not disclose the wage scale or salary range.

4 15. On or about September 20, 2023, Plaintiff applied for a job opening in the greater
5 Seattle area with Defendant. The posting for the job opening did not disclose the wage scale or
6 salary range. A true and correct copy of Defendant's job posting is attached hereto as Exhibit 1.

7 16. Plaintiff and the Class members lost valuable time applying for jobs with
8 Defendant for which the wage scale or salary range was not disclosed to them.

9 17. As a result of Plaintiff's and Class members' inability to evaluate the pay for the
10 position, negotiate that pay, and compare that pay to other available positions in the marketplace,
11 Plaintiff and the Class members were harmed.

12 18. As a result of Defendant's actions and omissions, Plaintiff and the Class have been
13 damaged in amounts to be proven at trial.

14 **V. CLASS ACTION ALLEGATIONS**

15 19. Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a
16 class action against Defendant on behalf of the Class defined as follows (the "Class"):

17 All individuals who, from January 1, 2023 through the date notice
18 is provided to the Class, applied for a job opening in the State of
19 Washington with Defendant, where the job posting did not disclose
20 the wage scale or salary range for the position.

21 20. Excluded from the Class are the Defendant and Defendant's officers, directors, and
22 independent contractors, and any judge to whom this case is assigned, as well as his or her staff
23 and immediate family.

24 21. Numerosity. There are potentially hundreds of individuals who applied for jobs
25 with Defendant within the time period relevant to this matter. Joinder of all such individuals is
26 impracticable. Further, the disposition of all claims of the Class in a single action will provide
27 substantial benefits and efficiency to all parties and to the Court.

1 22. Commonality. Because all applicants applied for job openings that did not disclose
2 the wage scale or salary range, this is a straightforward matter of determining whether Defendant's
3 actions violate Washington law, and, if so, assessing damages.

4 23. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff and
5 Class members all applied for job openings with Defendant that did not disclose the wage scale or
6 salary range.

7 24. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
8 Plaintiff has retained competent and capable attorneys with substantial experience in complex
9 class action litigation. Plaintiff and Plaintiff's counsel are committed to prosecuting this action
10 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor
11 Plaintiff's counsel have interests that are contrary to or that conflict with those of the Class.

12 25. Predominance. Defendant has engaged in a common course of conduct of failing
13 to disclose the wage scale or salary range in job postings in violation of RCW 49.58.110. The
14 common issues arising from Defendant's unlawful conduct affect Plaintiff and Class members and
15 predominate over any individual issues. Adjudication of these common issues in a single action
16 has the important and desirable advantage of judicial economy.

17 26. Superiority. Plaintiff and the Class have suffered, and will continue to suffer, harm
18 and damages as a result of Defendant's unlawful and wrongful conduct. Absent a class action,
19 however, most Class members would find the cost of litigating their claims prohibitive, especially
20 when that cost is balanced against each individual's respective potential award. Class treatment is
21 superior to multiple individual suits or piecemeal litigation because it conserves judicial resources,
22 promotes consistency and efficiency of adjudication, provides a forum for claimants with smaller
23 cases and those with few resources, and deters illegal activities. There will be no significant
24 difficulty in the management of this case as a class action. The Class members and the job postings
25 to which they applied are readily identifiable through Defendant's own records.

26 //

27 //

1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **VIOLATION OF RCW 49.58.110**

4 *Claim of Relief for Plaintiff and the Class*

5 27. Plaintiff incorporates by reference all foregoing factual allegations.

6 28. As described more fully above, Defendant did not disclose the wage scale or salary
7 range in its job postings.

8 29. On or after January 1, 2023, Plaintiff and the Class applied for job openings with
9 the Defendant where the postings did not disclose the wage scale or salary range.

10 30. Defendant's actions and/or omissions violate RCW 49.58.110.

11 31. As a result of Defendant's actions and omissions, Plaintiff and the Class have been
12 damaged in amounts to be proven at trial.

13 **SECOND CAUSE OF ACTION**
14 **INJUNCTIVE RELIEF**

15 *Claim of Relief for Plaintiff and the Class*

16 32. Plaintiff incorporates by reference all foregoing factual allegations.

17 33. Plaintiff and the Class are entitled to an injunction prohibiting Defendant from
18 further violations of Washington law. Specifically, Plaintiff seeks injunctive relief to require
19 Defendant to disclose in each posting for each job opening the wage scale or salary range.

20 **THIRD CAUSE OF ACTION**
21 **DECLARATORY RELIEF**

22 *Claim of Relief for Plaintiff and the Class*

23 34. Plaintiff incorporates by reference all foregoing factual allegations.

24 35. Plaintiff and the Class are entitled to a declaration that Defendant's practice of
25 failing to disclose in each posting for each job opening the wage scale or salary range is illegal.

26 36. Plaintiff and the Class are entitled to a final judicial determination of the amounts
27 owing to Plaintiff and the Class as a result of Defendant's failure to disclose in each posting for
each job opening the wage scale or salary range.

VII. REQUEST FOR RELIEF

1 Plaintiff, individually and on behalf of the members of the Class, requests that the Court
2 enter judgment against Defendant as follows:

3 1. An Order certifying that this action be maintained as a class action and appointing
4 Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;

5 2. Statutory damages equal to Plaintiff's and the Class members' actual damages or
6 five thousand dollars, whichever is greater, pursuant to RCW 49.58.070(1);

7 3. Costs and reasonable attorneys' fees pursuant to RCW 49.58.070(1);

8 4. Preliminary and permanent injunctive relief prohibiting, restraining, and enjoining
9 Defendant from engaging in the conduct complained of herein, including, but not limited to, an
10 Order requiring Defendant to disclose in each posting for each job opening the wage scale or salary
11 range;

12 5. Declaratory relief to the effect that Defendant's failure to disclose in each posting
13 for each job opening the wage scale or salary range violates Washington law;

14 6. Pre- and post-judgment interest;

15 7. Leave to amend the Complaint to conform to the evidence; and

16 8. Any additional or further relief which the Court deems equitable, appropriate, or
17 just.

18 DATED October 6, 2023.

EMERY | REDDY, PLLC

19
20 By: /s/ Timothy W. Emery
21 Timothy W. Emery, WSBA No. 34078
22 Patrick B. Reddy, WSBA No. 34092
23 Paul Cipriani, WSBA No. 59991
24 Emery Reddy, PLLC
25 600 Stewart Street, Suite 1100
26 Seattle, WA 98101
27 Phone: (206) 442-9106
Fax: (206) 441-9711
Email: emeryt@emeryreddy.com
Email: reddyp@emeryreddy.com
Email: paul@emeryreddy.com
*Attorneys for Plaintiff Alexander Floyd
and the Class*

EXHIBIT 1



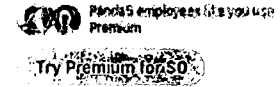
Network Engineer(Seattle Hybrid)

Insight Global · Greater Seattle Area (Hybrid) · 2 weeks ago · 61 applicants

- Full-time · Mid-Senior level
- 1,001-5,000 employees · Staffing and Recruiting
- 1 connection works here · 6 school alumni work here
- See how you compare to 61 applicants. [Try Premium for \\$0](#)
- Skills: Linux, Network Engineering, +10 more
- View verifications related to this job post. [Show all](#)

Submitted resume

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Job activity

Application submitted 2 hours ago

Meet the hiring team



Andrew Parker · 3rd
Professional Recruiter for Insight Global
JOB POSTER

Message

About the job

Position: Sr. Network Engineer and Jr. Network Engineer
Duration: 6 month contract; possible extension
Location: Greater Seattle, Area
Interview Process: 1 and Done (30 minutes)

See more

Messaging



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Get hired faster.
Try Premium
free.

Application submitted 3 hours ago

Meet the hiring team



Andrew Parker · 3rd
Professional Recruiter for Insight Global
Job poster

Message

About the job

Position: Sr. Network Engineer and Jr. Network Engineer
Duration: 6 month contract; possible extension
Location: Greater Seattle, Area
Interview Process: 1 and Done (30 minutes)

Desired Skills

- 3+ years of experience in an IT role, performing the administration and maintenance of enterprise network systems according to established industry best practices with the customers in mind.
- 3+ years of experience implementing enterprise networks including wide area and local area network technologies.
- 2+ years of experience in current configuration management of Cisco routers, Cisco switches, and security tools and appliances.
- Revised 12/2008 VACANT/NEW PDQ
- At least 1-year experience in reading and interpreting architectural designs, technical specifications and other technical documents.
- At least 1-year experience in current engineering and monitoring tools.

Plusses

- ITIL Foundation Certification
- Microsoft Certification
- Network certifications (CCNA, CCNP, CCIE, CISSP) or equivalent experience

OTHER REQUIREMENTS:

- Valid Washington State Driver's License
- Reliable transportation
- Ability to prioritize customer-reported issues, recognizing critical issues and anticipating and adjusting for problems and roadblocks. Manages the work and sets priorities in a well-planned and organized manner.



Messaging





Search



My Network



Messaging



Notifications



Me



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- Network certifications (CCNA, CCNP, CCIE, CISSP) or equivalent experience

OTHER REQUIREMENTS:

- Valid Washington State Driver's License
- Reliable transportation
- Ability to prioritize customer-reported issues, recognizing critical issues and anticipating and adjusting for problems and roadblocks. Manages the work and sets priorities in a well-planned and organized manner.
- Skilled in handling multiple competing priorities, using time effectively and efficiently.

Day to Day

A client in the Seattle, WA area is seeking a Sr. Network Engineer as part of its Tier 2 production support team for the services it provides. These services include Datacenter, Network Infrastructure, and Technology Platforms. The responsibilities of this position include maintaining and administering large, complex technology systems Countywide and/or large systems of comparable impact in departments or divisions. This classification is responsible for one or more systems such as Cisco switches, Avaya Optical devices, Physical Infrastructure Standards, Physical Access security, Systems Engineers resolve IT systems problems for internal and external customers. The Sr. Network Engineer is a highly skilled and experienced IT professional responsible for the implementation, maintenance, and monitoring of the company's network infrastructure. The ideal candidate will have a deep understanding of networking concepts and technologies, as well as strong problem-solving and troubleshooting skills. If this sounds like you, apply to Insight Global today.!

Posted on Sep 2, 2023.

See less ^

Set alert for similar jobs

Network Engineer, Greater Seattle Area

Set alert

Featured benefits

- Medical insurance
- Dental insurance
- Vision insurance
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How you match



Messaging



**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING**

Alexander Floyd

VS

Insight Global

No. 23-2-19335-1 SEA

**CASE INFORMATION COVER SHEET AND
AREA DESIGNATION**

(CICS)

CAUSE OF ACTION

TTO - Tort /Other

AREA OF DESIGNATION

SEA

Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

Alexander Floyd

VS

Insight Global

No. 23-2-19335-1 SEA

ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: Maureen A McKee, Dept. 05

FILED DATE: 10/06/2023

TRIAL DATE: 10/07/2024

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF:

The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLCR] -- especially those referred to in this **Schedule**. In order to comply with the **Schedule**, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

You are required to give a copy of these documents to all parties in this case.

I. NOTICES (continued)

CROSSCLAIMS, COUNTERCLAIMS AND THIRD-PARTY COMPLAINTS:

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and crossclaims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$250 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$400 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

II. CASE SCHEDULE

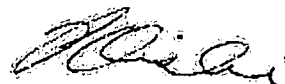
* CASE EVENT	EVENT DATE
Case Filed and Schedule Issued.	10/06/2023
* Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2]. \$250 arbitration fee must be paid	03/15/2024
* DEADLINE to file Confirmation of Joinder if not subject to Arbitration [See KCLCR 4.2(a) and Notices on Page 2].	03/15/2024
DEADLINE for Hearing Motions to Change Case Assignment Area [KCLCR 82(e)].	03/29/2024
DEADLINE for Disclosure of Possible Primary Witnesses [See KCLCR 26(k)].	05/06/2024
DEADLINE for Disclosure of Possible Additional Witnesses [See KCLCR 26(k)].	06/17/2024
DEADLINE for Jury Demand [See KCLCR 38(b)(2)].	07/01/2024
DEADLINE for a Change in Trial Date [See KCLCR 40(e)(2)].	07/01/2024
DEADLINE for Discovery Cutoff [See KCLCR 37(g)].	08/19/2024
DEADLINE for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)].	09/09/2024
DEADLINE: Exchange Witness & Exhibit Lists & Documentary Exhibits [KCLCR 4(j)].	09/16/2024
* DEADLINE to file Joint Confirmation of Trial Readiness [See KCLCR 16(a)(1)]	09/16/2024
DEADLINE for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR 56].	09/23/2024
* Joint Statement of Evidence [See KCLCR 4 (k)]	09/30/2024
DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file proposed Findings of Fact and Conclusions of Law with the Clerk)	09/30/2024
Trial Date [See KCLCR 40].	10/07/2024

The * indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

III. ORDER

Pursuant to King County Local Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action **must** serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 10/06/2023



PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at www.kingcounty.gov/courts/clerk/rules/Civil.

CASE SCHEDULE AND REQUIREMENTS: Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g., interpreters, equipment).

The Joint Confirmation Regarding Trial Readiness form is available at www.kingcounty.gov/courts/scforms. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding the report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial

Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the court's civil standby calendar on the King County Superior Court website www.kingcounty.gov/courts/superiorcourt to confirm the trial judge assignment.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at www.kingcounty.gov/courts/clerk/rules/Civil.

Non-dispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule

7 governs these motions, which include discovery motions. The local civil rules can be found at www.kingcounty.gov/courts/clerk/rules/Civil.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at www.kingcounty.gov/courts/clerk/rules.

Emergency Motions: Under the court's local civil rules, emergency motions will usually be allowed only upon entry of an Order Shortening Time. However, some emergency motions may be brought in the Ex Parte and Probate Department as expressly authorized by local rule. In addition, discovery disputes may be addressed by telephone call and without written motion, if the judge approves in advance.

B. Original Documents/Working Copies/ Filing of Documents: All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website. The local rules can be found at www.kingcounty.gov/courts/clerk/rules.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. Working copies can be submitted through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk/documents/eWC.

Service of documents: Pursuant to Local General Rule 30(b)(4)(B), e-filed documents shall be electronically served through the e-Service feature within the Clerk's eFiling application. Pre-registration to accept e-service is required. E-Service generates a record of service document that can be e-filed. Please see the Clerk's office website at www.kingcounty.gov/courts/clerk/documents/efiling regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. **Do not file the original of the proposed order with the Clerk of the Court.** Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order. The court may distribute orders electronically. Review the judge's website for information: www.kingcounty.gov/courts/SuperiorCourt/judges.

Presentation of Orders for Signature: All orders must be presented to the assigned judge or to the Ex Parte and Probate Department, in accordance with Local Civil Rules 40 and 40.1. Such orders, if presented to the Ex Parte and Probate Department, shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). If the assigned judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the Ex Parte and Probate Department. Such orders shall be submitted through the E-Filing/Ex Parte via the Clerk application by the attorney(s) of record. E-filing is not required for self-represented parties (non-attorneys). Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte and Probate Department, counsel is responsible for providing the assigned judge with a copy.**

C. Form

Pursuant to Local Civil Rule 7(b)(5)(B), the initial motion and opposing memorandum shall not exceed 4,200 words and reply memoranda shall not exceed 1,750 words without authorization of the court. The word count

includes all portions of the document, including headings and footnotes, except 1) the caption; 2) table of contents and/or authorities, if any; and 3) the signature block. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

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SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF KING

ALEXANDER FLOYD, individually and on behalf of
all others similarly situated,

Plaintiff(s),

Vs.

INSIGHT GLOBAL, LLC, a Delaware limited liability
company; et al.,

Defendant(s).

NO. 23-2-19335-1 SEA

DECLARATION OF SERVICE OF: SUMMONS (20
DAYS); CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF, AND
DECLARATORY RELIEF; CASE INFORMATION
COVER SHEET AND AREA DESIGNATION; ORDER
SETTING CIVIL CASE SCHEDULE.

STATE OF WASHINGTON
COUNTY OF KING

That I am now, and at all times herein mentioned, was a citizen of the United States and a resident of the State of Washington, over the age of 18 years, not a party to or interested in the above entitled action, and am competent to be a witness therein.

That at 9:15 A.M. on October 13th, 2023, at 711 Capitol Way South, Suite 204, Olympia, Washington, I duly served the above-described documents in the above-described matter upon Insight Global, LLC, by then and there personally delivering a true and correct copy thereof by leaving the same with Jeff Miner, Representative for CT Corporation System, its Registered Agent.

I declare under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Process Fee: 12.00
Prep: 10.00
Travel: 90.00
Bad Address:
SSA:
Wait:
Special Fee:
Declaration Fee: 12.00

TOTAL \$124.00

Signed at Seattle, Washington, on 10/16/23


RICHARD KOHNENBERGER KING CO. # 0203336

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

ALEXANDER FLOYD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

INSIGHT GLOBAL, LLC, a Delaware
limited liability company; and DOES 1-20,

Defendants.

No. 23-2-19335-1 SEA

SUMMONS (20 DAYS)

TO: INSIGHT GLOBAL, LLC, a Delaware limited liability company.

A lawsuit has been started against you in the above entitled court by the above-captioned plaintiff. Plaintiff's claims are stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond by stating your defense in writing, and serve a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.