

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

Gregory Lindow, an individual,

Plaintiff,

Case No.:

v.

COMPLAINT

TEKSYSTEMS, INC., a Corporation
and FORD MOTOR COMPANY,
a Corporation,

DEMAND FOR JURY TRIAL

Defendants.,

COLLECTIVE, CLASS COMPLAINT, AND DEMAND FOR JURY TRIAL

Plaintiff, Gregory Lindow (“Plaintiff”), on behalf of himself and other similarly situated current employees, files this collective action against TEKSystems Inc. (“TEKsystems”) and Ford Motor Company (“Ford”) (collectively, “Defendants”), pursuant to the Fair Labor Standards Act (“FLSA”), states as follows:

NATURE OF THE ACTION

1. Plaintiff alleges on behalf of himself and others similarly situated current and former TEKsystems and Ford Program Managers and TEKSystems Personnel contracted to work for Ford who elect to opt into this action, pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 216(b), that they are: (i) entitled to

unpaid overtime wages from Defendant, (ii) entitled to liquidated damages pursuant to the FLSA, 29 U.S.C. §§201 et seq; and (iii) entitled to an award of reasonable attorneys' fees and costs, pursuant to 29 U.S.C. § 216(b).

2. Specifically, Plaintiff complains that he, as well as other similarly situated hourly TEKSystems employees contracted out to Ford ("TEKSystems-Ford Personnel"), were not paid time-and-a-half for the overtime hours they worked; instead, they were given one hour of PTO for every hour of overtime worked.

3. Therefore, Plaintiff and others similarly situated were not paid full and proper overtime wages in violation of the law.

4. The common scheme applicable to all TEKSystems-Ford Personnel included:

- a. Requiring TEKSystems-Ford Personnel to work more than 40 hours per week.
- b. Refusing to compensate TEKSystems-Ford personnel for the hours they worked in excess of 40 in a given week at a rate of one and a half times their standard hourly wage.
- c. Adding one hour to TEKSystems-Ford personnel PTO bank for each hour of overtime worked.
- d. Later, refusing to allow the TEKSystems-Ford Personnel to utilize or otherwise be paid out the PTO accrued because of working overtime.

5. Based on TEKSystems' and Ford's uniform policies requiring overtime and providing PTO in lieu of paying the correct overtime rate, Plaintiff and those TEKSystems-Ford Personnel similarly situated to him were not paid the statutorily required overtime premiums for *any* of the hours they worked in excess of 40 in a given workweek.

PARTIES

6. Plaintiff, Gregory Lindow, is a resident of Oakland County, Michigan, and at all relevant times, was employed by Defendants TEKsystems and Ford as a Program Manager – Apps.

7. Defendant TEKsystems is a foreign profit corporation registered in Maryland, and at all relevant times conducted business in Wayne County, Michigan.

8. TEKsystems provides IT and talent solutions to businesses, which includes sourcing and placing IT professionals.

9. Defendant Ford is a foreign profit corporation registered in Delaware and at all relevant times conducted business in Wayne County, Michigan and was a TEKsystems client to whom Plaintiff Lindow was assigned.

JURISDICTION AND VENUE

10. At all relevant times, Plaintiff resided and worked in Oakland and Wayne County, Michigan.

11. Most or all relevant events occurred in Wayne County Michigan.

12. TEKsystems and Ford, at all times relevant, conducted business in Wayne County, Michigan.

13. This Court has jurisdiction over Plaintiff's claims pursuant to 28 USC § 1331 and the Fair Labor Standards Act ("FLSA").

FACTUAL ALLEGATIONS

14. On February 6, 2023, Defendant TEKsystems conditionally offered employment to Plaintiff as the Program Manager – Apps., at Ford, a TEKsystems Client.

15. The conditional offer stated Plaintiff would make \$54.00 per hour.

16. The conditional offer further stated that Plaintiff would be paid \$81.00 per hour for every hour worked more than 40 per week.

17. Plaintiff's employment commenced on February 6, 2023.

18. Plaintiff's schedule and hours worked were dictated by Ford, but Plaintiff's rate of pay was dictated by TEKsystems.

19. Plaintiff was required to submit hours worked to Ford each week.

20. Ford then submitted Plaintiff's hours to TEKsystems who then issued Plaintiff his paychecks.

21. TEKsystems was responsible for paying Plaintiff's wages in accordance with the hours he submitted to Ford based upon Ford's work schedule provided to him, that Ford, in turn, submitted to TEKsystems.

22. Ford exercised control over TEKSystems' employees because Ford could fire, hire, discipline, and control/supervise TEKSystems' employees' day-to-day activities.

23. At all relevant times, TEKSystems and Ford were Plaintiff's "employer" within the meaning of the FLSA.

24. Defendants were and continue to be and "employer" within the meaning of the FLSA.

25. Each of the Defendants, individually, was an "employer" within the meaning of the FLSA at all relevant times.

26. At all relevant times, Defendants were, and continue to be, "an enterprise engaged in commerce" within the meaning of the FLSA.

27. At all times material hereto, each Defendant was, and continues to be, an enterprise engaged in the "production of good for commerce" within the meaning of the FLSA.

28. Ford and TEKsystems are joint employers who jointly employed Plaintiff and similarly situated TEKsystems-Ford personnel.

29. Plaintiff's role consisted of documenting, planning, coordinating, and implementing broadscale software changes/updates and contributing to the smooth, safe, and seamless transitions.

30. During the relevant period, February 6, 2023, to date, Defendants employed various TEKsystems-Ford personnel to perform substantially similar work documenting, planning, coordinating, and implementing broadscale software changes/updates and contributing to smooth, safe, and seamless transitions.

31. Plaintiff and those similarly situated routinely worked more than 40 hours in a given work week.

32. Almost immediately after being hired, Plaintiff was advised by Ford that he would not be paid overtime.

33. Upon information and belief, other similarly situated TEKsystems-Ford Personnel

34. Defendants advised Plaintiff that instead of overtime, he would receive “one hour of comp time for every hour of overtime worked.”

35. Specifically, Plaintiff received one hour of paid time off for every hour of overtime worked.

36. Plaintiff was not paid a time-and-a-half, or \$81.00 per hour for each hour he worked in excess of 40 hours per week.

37. TEKsystems-Ford Personnel similarly situated to Plaintiff were not paid time-and-a-half for hours they worked in excess of 40 in a given workweek.

38. Defendants' refusal to pay the proper overtime wages is the result of a policy employed by both Defendant TEKsystems and Defendant Ford and applied to TEKsystems-Ford personnel.

39. Upon information and belief, Defendant Ford continues to employ Defendant TEKsystems' employees to perform substantially similar work as that which Plaintiff performed.

40. Plaintiff's employment ended July 16, 2025, and at all times, he was paid hourly.

41. Plaintiff, on multiple occasions, requested that he be paid overtime for each hour he worked over 40 in each week.

42. Despite Plaintiff's request, Defendants refused, stating that they "do not pay overtime."

43. Shortly after voicing his complaint, Defendant's terminated Plaintiff's employment, stating he was "uncooperative."

44. Other than raising overtime pay concerns, Plaintiff's performance and interpersonal skills were exemplary the entire time he worked for Defendants.

45. Defendants crafted a narrative that Plaintiff was "uncooperative" to create a legitimate basis for his termination.

46. However, Defendants terminated Plaintiff's employment because he raised concerns about Defendants' failure to pay correct overtime wages.

47. Plaintiff worked approximately 500 hours of overtime between February 6, 2023, and July 16, 2025.

48. Plaintiff was paid \$54.00 per hour for each hour worked up to 40 hours in a week.

49. Venue is proper pursuant to 28 USC § 1391 because most events or omissions giving rise to Plaintiff's claims occurred in this district.

50. During all relevant times, Defendants earned more than \$500,000.00 per year.

51. During all relevant times, Defendants employed two or more employees handling goods, materials, and supplies which traveled in interstate commerce.

52. Defendants' failure to compensate TEKsystems-Ford Personnel for overtime hours worked in a workweek as required by the FLSA results from a policy or practice of providing one hour of PTO in lieu of overtime.

53. The policy and practices complained of herein were applicable to all personnel similarly situated to Plaintiff or those who may opt into this lawsuit.

COLLECTIVE ALLEGATIONS

54. Plaintiff, and those similarly situated, were hourly employees.

55. Plaintiff, and those similarly situated, all performed similar roles, documenting, planning, coordinating, and implementing broadscale software changes/updates and contributing to the smooth, safe, and seamless transition.

56. Plaintiff, and those similarly situated, were all subjected to the same pay provisions in that they were all paid an hourly rate and were not compensated at time-and-one-half for all hours worked in excess of 40 in a workweek.

57. Plaintiff, and those similarly situated, were given one hour of PTO for each hour of overtime worked.

58. Plaintiff, and those similarly situated, were denied the ability to cash out their PTO hours earned in lieu of overtime.

59. The class members are properly defined as:

"All TEKsystems employees contracted out to Ford to perform IT related work, who were paid on an hourly basis, and who accrued PTO in lieu of being paid at a time-and-one-half rate for all hours worked in excess of 40 hours in a workweek.

60. Defendants knowingly, willfully, and/or with reckless disregard carried out their illegal pattern, practice, and policy of providing one hour of PTO for each hour of overtime worked in lieu of paying overtime at the required time-and-one-half rate.

61. During the relevant period, Defendants violated § 7(a)(1) and § 15(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA as aforesaid, for one or more workweeks without compensating such employees for their work at a rate at least time-and-one-half for all hours worked in excess of 40 hours in a work week.

62. Defendants have acted recklessly and/or willfully in failing to pay Plaintiff and the members of the collective in accordance with the law.

63. Defendants have failed to maintain accurate records of Plaintiff and the members of the collective work hours in accordance with the law.

COUNT I: FAILURE TO PAY OVERTIME UNDER THE FLSA

64. Plaintiff restates and incorporates all preceding paragraphs as though fully restated herein.

65. Plaintiff and other TEKsystems employees contracted out to Ford were entitled to overtime compensation at all relevant times.

66. Plaintiff and other TEKsystems contracted out to Ford often worked more than 40 hours per week but were paid their regular hourly rate and received one hour of PTO for each hour of overtime worked.

67. Defendants failed to provide accurate time and one-half premium overtime compensation for all weekly overtime hours worked by Plaintiff and others similarly situated.

68. Defendants lacked a good faith basis for failing to pay overtime to Plaintiff and other TEKsystems contractors.

69. As a result of Defendant's intentional, willful, and unlawful act of refusing to pay Plaintiff and other TEKsystems contractors' overtime, Plaintiff and those similarly situated have incurred damages, including attorneys' fees.

70. Plaintiff and other similarly situated TEKsystems contractors are entitled to liquidated damages due to Defendants' willful violation of the FLSA.

71. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff, GREGORY LINDOW, on behalf of himself and those similarly situated TEKsystems contractors, demand judgment against Defendants for all unpaid overtime wages, liquidated damages, reasonable attorneys' fees, and costs incurred in this action, and any and all further relief that this Court determines to be just and appropriate

COUNT II: RETALIATION UNDER THE FLSA

72. Plaintiff alleges and incorporates all preceding paragraphs as though fully restated herein.

73. Plaintiff complained to Defendants about not receiving overtime pay for the hours he worked in excess of 40 in each work week.

74. Defendants terminated Plaintiff's employment within weeks of his complaints.

75. Defendants' decision to terminate Plaintiff's employment is attributable to Plaintiff's attempt to enforce his right to overtime pay under the FLSA.

WHEREFORE, Plaintiff, GREG LINDOW, on behalf of himself and those similarly situated TEKsystems contractors, demand judgment against Defendants for all unpaid overtime wages, liquidated damages, emotional distress damages,

reasonable attorneys' fees, and costs incurred in this action, and all further relief that this Court determines to be just and appropriate

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff hereby demands a trial by jury.

Dated: September 23, 2025

Respectfully Submitted,

/s/Anna Kozak

Anna Kozak (P84465)

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