

**Tsung-Ying Tsai v. Inspire, Inc., Brett Kleger, Russell Bantham and
Dan Levine**

SUMMARY

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Theodore D. Chuang
JURISDICTION	United States District Court for the District of Maryland
DECIDED	November 24, 2025
DOCKET	25-1774-TDC
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff sued his employer and three corporate officials in state court for breach of contract, violation of the Maryland Wage Payment and Collection Law, and declaratory relief. Defendants removed on diversity grounds and moved to dismiss; plaintiff moved for a preliminary injunction freezing the employer's assets and requiring financial disclosures.

STANDARD OF REVIEW	For the Rule 12(b)(2) motion, the plaintiff had to make a prima facie showing of personal jurisdiction; the court accepted factual allegations as true, resolved conflicts in the plaintiff's favor, and could consider affidavits and other evidence. For the Rule 12(b)(6) motion, the complaint had to allege sufficient facts to state a plausible claim, with factual allegations accepted as true and construed in the plaintiff's favor. A preliminary injunction required satisfaction of all four Winter factors.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion

TOPICS

breach of contract wage and hour personal jurisdiction injunctions declaratory judgment

PRACTICE AREAS

contract law employment law civil procedure wage and hour law remedies

QUESTIONS PRESENTED

1. Whether Tsai was entitled to a preliminary injunction freezing Inspire's assets and requiring financial disclosures.
2. Whether the court could exercise specific personal jurisdiction over Kleger, Bantham, and Levine.
3. Whether Tsai plausibly pleaded breach-of-contract claims against the Individual Defendants and Inspire concerning the EBITDA and RWE bonuses.
4. Whether Tsai plausibly pleaded a Maryland Wage Payment and Collection Law claim against Inspire and Kleger.
5. Whether Tsai stated a basis for declaratory relief concerning the 2024 and 2025 bonus agreements.

HOLDINGS

1. The preliminary injunction motion was denied because Tsai failed to show a legally sufficient nexus between specific Inspire assets and the monetary relief sought and failed to demonstrate likely irreparable harm.
2. Tsai made a prima facie showing that Maryland could exercise specific personal jurisdiction over Inspire CEO Brett Kleger.
3. The court lacked specific personal jurisdiction over Compensation Committee members Russell Bantham and Dan Levine because their alleged participation in an out-of-state bonus decision affecting Tsai in Maryland did not establish contacts with Maryland itself.
4. The breach-of-contract claims against Kleger, Bantham, and Levine were dismissed because Tsai did not plausibly allege that any Individual Defendant was a party to the 2024 Bonus Agreement.

5. Tsai failed to state a breach-of-contract claim against Inspire concerning the EBITDA bonus because the agreement called for an \$18,000 bonus at the alleged EBITDA loss level and did not impose a February 28, 2025 payment deadline.
6. Tsai plausibly alleged that Inspire breached the 2024 Bonus Agreement by failing to pay the RWE target and overage bonuses; the motion to dismiss was denied as to that claim.
7. Tsai plausibly alleged that Inspire violated the Maryland Wage Payment and Collection Law by withholding the disputed RWE bonus.
8. Tsai plausibly alleged that Kleger qualified as an employer subject to individual liability under the MWPCCL.
9. The request for declaratory relief concerning the 2024 Bonus Agreement was not dismissed because interpretation of that agreement may clarify the parties' legal relations and resolve the controversy.
10. The request for declaratory relief concerning the separate 2025 Bonus Agreement was dismissed because Tsai alleged no concrete dispute or breach and appeared to seek an advisory opinion.

KEY QUOTATIONS

“the defendant’s suit-related conduct must create a substantial connection with the forum State” (13)

“the construction of ambiguous contract provisions is a factual determination that precludes dismissal on a motion [to dismiss] for failure to state a claim.” (18)

“That courts may not issue advisory opinions is one of the most long-standing and well-settled jurisdictional rules.” (24)

FACTUAL BACKGROUND

Tsung-Ying Tsai worked primarily from Maryland as Inspire's Senior Vice President for Real World Evidence. Under a 2024 variable bonus agreement, he could earn bonuses based on Inspire's EBITDA loss and RWE bookings. Inspire paid Tsai an \$18,000 EBITDA bonus but refused to pay the claimed RWE target and overage bonuses after disputing whether certain bookings qualified. Tsai sued Inspire and three officials, alleging breach of contract, unpaid wages, and entitlement to declaratory relief.

PROCEDURAL HISTORY

Tsai filed the original complaint in the Circuit Court for Montgomery County, Maryland, on April 23, 2025. Defendants removed the action to the District of Maryland on June 4, 2025. The operative amended complaint asserted breach of contract, an MWPCCL claim, and a declaratory-judgment claim. The court denied the preliminary-injunction motion and granted the motion to dismiss in part and denied it in part.

DISPOSITION

other

CASES CITED

- Winter v. Natural Resources Defense Council, Inc., 555 U.S. 7 (2008)
- Pashby v. Delia, 709 F.3d 307 (4th Cir. 2013)
- Grupo Mexicano de Desarrollo S.A. v. Alliance Bond Fund, Inc., 527 U.S. 308 (1999)
- Rahman ex rel. Oncology Associates v. 198 F.3d 489 (4th Cir. 1999)
- Mountain Valley Pipeline, LLC v. 6.56 Acres of Land, Owned by Sandra Townes Powell, 915 F.3d 197 (4th Cir. 2019)
- Hughes Network Systems, Inc. v. InterDigital Communications Corp., 17 F.3d 691 (4th Cir. 1994)
- U.S. ex rel. Taxpayers Against Fraud v. Singer Co., 889 F.2d 1327 (4th Cir. 1989)
- Mylan Laboratories, Inc. v. Akzo, N.V., 2 F.3d 56 (4th Cir. 1993)
- CoStar Realty Information, Inc. v. Meissner, 604 F. Supp. 2d 757 (D. Md. 2009)
- Carefirst of Maryland, Inc. v. Carefirst Pregnancy Centers, Inc., 334 F.3d 390 (4th Cir. 2003)
- ALS Scan, Inc. v. Digital Service Consultants, Inc., 293 F.3d 707 (4th Cir. 2002)
- Beyond Systems, Inc. v. Realtime Gaming Holding Co., 878 A.2d 567 (Md. 2005)
- Krashes v. White, 341 A.2d 798 (Md. 1975)
- Mackey v. Compass Marketing, Inc., 892 A.2d 479 (Md. 2006)
- International Shoe Co. v. State of Washington, International Shoe Co. v. Washington, 326 U.S. 310 (1945)
- Milliken v. Meyer, 311 U.S. 457 (1940)
- Daimler AG v. Bauman, 571 U.S. 117 (2014)
- Helicopteros Nacionales de Colombia, S.A. v. Hall, 466 U.S. 408 (1984)
- Perdue Foods LLC v. BRF S.A., 814 F.3d 185 (4th Cir. 2016)
- UMG Recordings, Inc. v. Kurbanov, 963 F.3d 344 (4th Cir. 2020)
- Sneha Media & Entertainment, LLC v. Associated Broadcasting Co. P Ltd., 911 F.3d 192 (4th Cir. 2018)
- Walden v. Fiore, Walden v. Fiore, 571 U.S. 277 (2014)
- ePlus Technology, Inc. v. Aboud, 313 F.3d 166 (4th Cir. 2002)
- Calder v. Jones, 465 U.S. 783 (1984)
- W. Contracting Corp. v. Bechtel Corp., 885 F.2d 1196 (4th Cir. 1989)
- Hausfeld v. Love Funding Corp., 16 F. Supp. 3d 591 (D. Md. 2014)
- Sigala v. ABR of VA, Inc., 145 F. Supp. 3d 486 (D. Md. 2015)
- Ashcroft v. Iqbal, 556 U.S. 662 (2009)
- Albright v. Oliver, 510 U.S. 266 (1994)
- Lambeth v. Board of Commissioners of Davidson County, 407 F.3d 266 (4th Cir. 2005)
- Secretary of State for Defence v. Trimble Navigation Ltd., 484 F.3d 700 (4th Cir. 2007)
- Dumbarton Improvement Association v. Druid Ridge Cemetery Co., 73 A.3d 224 (Md. 2013)
- Slice v. Carozza Properties, Inc., 137 A.2d 687 (Md. 1958)
- General Motors Acceptance Corp. v. Daniels, 492 A.2d 1306 (Md. 1985)
- Sagner v. Glenangus Farms, Inc., 198 A.2d 277 (Md. 1964)
- Sprint Nextel Corp. v. Wireless Buybacks Holdings, 938 F.3d 113 (4th Cir. 2019)

- Martin Marietta Corp. v. International Telecommunications Satellite Organization, 991 F.2d 94 (4th Cir. 1993)
- Taylor v. NationsBank, N.A., 776 A.2d 645 (Md. 2001)
- Bagwell v. Peninsula Regional Medical Center, 665 A.2d 297 (Md. Ct. Spec. App. 1995)
- Cunningham v. Feinberg, 107 A.3d 1194 (Md. 2015)
- Battaglia v. Clinical Perfusionists, Inc., 658 A.2d 680 (Md. 1995)
- Campusano v. Lusitano Construction, LLC, 56 A.3d 303 (Md. Ct. Spec. App. 2012)
- Newell v. Runnels, 967 A.2d 729 (Md. 2009)
- Baystate Alternative Staffing v. Herman, 163 F.3d 668 (1st Cir. 1998)
- Odjaghian v. HHS Technology Group, LLC, 848 F. App'x 534 (4th Cir. 2021)
- Martinez v. Amazon.com Services LLC, 338 A.3d 636 (Md. 2025)
- Irizarry v. Catsimatidis, 722 F.3d 99 (2d Cir. 2013)
- Manning v. Boston Medical Center Corp., 725 F.3d 34 (1st Cir. 2013)
- Aetna Casualty & Surety Co. v. Ind-Com Electric Co., 139 F.3d 419 (4th Cir. 1998)
- Wells v. Johnson, 150 F.4th 289 (4th Cir. 2025)
- Trustgard Insurance Co. v. Collins, 942 F.3d 195 (4th Cir. 2019)