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19 IN THE UNITED STATES DISTRICT COURT
20 FOR THE DISTRICT OF ARIZONA
21

22 Peggy Quintana, individually and on behalf
23 of all others similarly situated,
24 Plaintiff,
25 v.
26 HealthPlanOne, LLC
27 Defendant.
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No.:

COLLECTIVE ACTION COMPLAINT

(JURY TRIAL REQUESTED)

1 Plaintiff, Peggy Quintana, individually and on behalf of all other persons similarly
2 situated, known and unknown, through her attorneys, complains against Defendant
3 HealthPlanOne, LLC (“Defendant”), as follows:

4 **NATURE OF PLAINTIFF’S CLAIMS**

5 1. This lawsuit arises under the Fair Labor Standards Act, 29 U.S.C. § 201
6 *et seq.* (“FLSA”), for Defendant’s failure to pay Plaintiff and other similarly situated
7 persons all overtime pay for all time worked in excess of forty (40) hours per week.

8 2. Defendant is a sales and marketing organization that operates call centers
9 through which it sells and markets health insurance plans.

10 3. During the three years preceding the filing of this Complaint, Defendant
11 operated a call center in Phoenix and Gilbert, Arizona where Defendant’s telephone-based
12 insurance sales agents engaged in insurance sales and attempted to enroll people in health
13 insurance plans, including enrollment under the Affordable Care Act.

14 4. Plaintiff worked as a telephone-dedicated sales agent at Defendant’s call
15 center in Phoenix, Arizona.

16 5. Plaintiff and similarly situated telephone-dedicated sales agents at the
17 Phoenix and Gilbert, Arizona call centers had to be ready to handle a call at the start of
18 their scheduled shift times. In order to be ready to handle a call, Plaintiff and similarly
19 situated agents had to first boot up their computers and open various software programs
20 necessary for handling a call.

21 6. Plaintiff and similarly situated sales agents had to be available to handle
22 calls until the end of their scheduled shift time.

23 7. Defendant knowingly required and/or permitted Plaintiff and other
24 similarly situated telephone-dedicated sales agents to perform unpaid work before and
25 after their scheduled shift times. This unpaid pre-shift work includes logging into
26 Defendant’s computers and network, initializing several software programs, and reading
27 company issued emails and instructions at the beginning of their shifts. The unpaid post-
28 shift work includes completing customer service calls, securing their workstations, and

1 securing any customer or proprietary information at and after the end of their shifts.

2 8. The amount of uncompensated time Plaintiff and those similarly situated to
3 her spend or have spent on these unpaid work activities averages approximately 10 to 15
4 minutes per day.

5 9. Defendant's conduct violates the FLSA, which requires non-exempt
6 employees to be compensated for their overtime work at a rate of one and one-half times
7 their regular rate of pay. *See* 29 U.S.C. § 207(a).

8 10. Plaintiff brings her FLSA overtime claims as a collective action pursuant to 29
9 U.S.C. § 216(b) on behalf of telephone-dedicated sales agents who worked for Defendant at
10 the call centers operated by Defendant in Phoenix and Gilbert, Arizona.

11 **JURISDICTION AND VENUE**

12 11. This Court has original jurisdiction over Plaintiff's FLSA claims in this
13 action under 29 U.S.C. § 1331 and 29 U.S.C. § 216(b).

14 12. Venue is proper in this Court as the illegal conduct alleged herein occurred
15 in this district.

16 **THE PARTIES**

17 13. Plaintiff Peggy Quintana is an individual who Defendant employed as an
18 hourly, non-exempt telephone-dedicated sales agent at the call center operated by
19 Defendant located in Phoenix, Arizona. Plaintiff worked at Defendant's Phoenix,
20 Arizona call center from approximately June 2016 to August 2016. Plaintiff resides in
21 and is domiciled within this judicial district. Plaintiff is seeking recovery of overtime owed
22 to her during the time she worked at Defendant's call center. A copy of Plaintiff's consent
23 form is attached hereto as Exhibit 1.

24 14. Defendant is a Connecticut corporation that has its corporate headquarters
25 located at 35 Nutmeg Drive, Trumbull, Connecticut 06611. Defendant's Arizona
26 registered agent is Business Filings Incorporated located at 3800 N. Central Avenue, Suite
27 460, Phoenix, Arizona 85012.
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1 15. Defendant is a sales and marketing organization that operates across multiple
2 segments of the Medicare and health insurance marketplaces. Using proprietary
3 technology and industry knowledge, the company provides a range of outsourced sales,
4 marketing and contact services for national and regional health plans, operates private
5 exchanges for individual consumers and employer-based group retirees, and manages the
6 largest exclusive Medicare lead generation marketplace in the industry.

7 16. During the last three years, Defendant has operated call centers for some
8 period of time in Phoenix and Gilbert, Arizona; St. Petersburg and Tampa, Florida; and
9 Trumbull, Connecticut.

10 17. At the call centers located in Phoenix and Gilbert, Arizona, St. Petersburg
11 and Tampa, Florida, and Trumbull, Connecticut, Defendant's sales agents conduct sales of
12 health insurance policies.

13 18. Defendant employed Plaintiff and other similarly situated phone
14 representatives as "employees," as the term "employee" is defined by Section 3(e) of the
15 FLSA, 29 U.S.C. § 203(e).

16 19. At all material times, Defendant has been an enterprise in commerce or in
17 the production of goods for commerce within the meaning of 3(s)(1) of the FLSA because
18 it has had employees engaged in commerce. 29 U.S.C. § 203(s)(1).

19 20. Furthermore, Defendant has had, and continues to have, an annual gross
20 business volume in excess of \$500,000.

21 21. At all relevant times, Defendant was an "employer" of Plaintiff and other
22 similarly situated phone representatives, as the term "employer" is defined by Section
23 203(d) of the FLSA, 29 U.S.C. § 203(d).

24 22. At all material times, Plaintiff and the FLSA Collective Members, as defined
25 in paragraph 81 below, were individual employees who engaged in commerce or in the
26 production of goods for commerce as required by 29 USC § 206-207.
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1 23. Further, at all material times, Defendant has operated as a “single enterprise”
2 within the meaning of 3(r)(1) of the FLSA. 29 U.S.C. § 203(r)(1). That is, Defendant
3 performs related activities through unified operation and common control for a common
4 business purpose. *See Brennan v. Arnheim and Neely, Inc.*, 410 U.S. 512, 515 (1973); *Chao*
5 *v. A-One Med. Servs., Inc.*, 346 F.3d 908, 914–15 (9th Cir. 2003).

6 **FACTUAL ALLEGATIONS**

7 ***A. Defendant’s Practice of Requiring and/or Permitting Telephone-Based***
8 ***Hourly Employees to Work Before the Start of and After the End of Their***
9 ***Scheduled Shift Time***

10 24. Defendant operates and has operated a call center in Phoenix and Gilbert,
11 Arizona where telephone-dedicated sales agents similar to Plaintiff handle phone calls with
12 consumers regarding health insurance sales and attempt to enroll consumers in health
13 insurance plans, including enrollment in health insurance plans under the Affordable Care
14 Act.

15 25. Plaintiff regularly worked 40 hours or more during her tenure and
16 employment with Defendant. Defendant paid Plaintiff an hourly rate of \$15.50 per hour.

17 26. Defendant’s policy and practice requires and/or permits telephone-dedicated
18 sales agents to be logged into their phones by the employee’s scheduled start time.

19 27. Defendant required Plaintiff and similarly situated telephone-dedicated sales
20 agents to be ready to handle a call at the start of their scheduled shift time.

21 28. In order to be ready to handle a call, Plaintiff and similarly situated
22 telephone-dedicated sales agents had to be logged into Defendant’s telephone systems and
23 call queue. In order to be logged into Defendant’s telephone systems and call queue,
24 Defendant required and/or permitted Plaintiff and similarly situated telephone-dedicated
25 sales agents to arrive at their work station prior to their scheduled shift time and boot up
26 computers, initialize several software programs, and read company emails and/or
27 instructions.
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1 29. Defendant's policy and practice results in telephone-dedicated sales agents,
2 including the Plaintiff, booting up their computers, opening and initializing several
3 software programs and/or reading company emails and instructions prior to their start of
4 their scheduled shift time.

5 30. Defendant's policy and practice disciplines telephone-dedicated sales agents
6 if they are not logged into their phones and ready to handle calls by the start of their
7 scheduled shift time.

8 31. Defendant did not instruct Plaintiff and similarly situated telephone-
9 dedicated sales agents to not log into their computers or telephone, or to not read company
10 emails, prior to the start of their scheduled shift time. Rather, Defendant required,
11 permitted and/or allowed Plaintiff and the putative collective members to work prior to and
12 after their scheduled shift time.

13 32. At the end of their shift, Plaintiff and similarly situated phone-based Arizona
14 sales agents were expected to be available to handle a call until the end of their scheduled
15 shift time. As a result, Plaintiff and similarly situated telephone-dedicated sales agents
16 regularly worked past the end of their scheduled shift times when logged off their software
17 programs and computers and secured their work stations and Defendant's customer and
18 proprietary information pursuant to Defendant's policies and practices.

19 33. Plaintiff and similarly situated Arizona telephone-dedicated sales agents had
20 their pre- and/or post-shift work rounded away from their pay and were regularly not paid
21 for some or all of their work activities prior to the beginning of their shifts or after the end
22 of their shifts.

23 34. Prior to being hired to work as a telephone-dedicated sales agent, Plaintiff
24 and other similarly situated sales agents at Defendant's Arizona call centers were and are
25 interviewed by employees and managers of Defendant.

26 35. Defendant had the power to hire and fire Plaintiff and other Arizona
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1 telephone-based sales agents. Defendant controlled and set the schedules for Plaintiff and
2 similarly situated telephone-dedicated sales agents at the call center located in Arizona.

3 36. At Defendant's call center in Phoenix and Gilbert, Arizona, Defendant had
4 managers and/or supervisors on the floor of the call center during the workday, managing
5 the work activities of the Plaintiff and other similarly situated persons.

6 37. Defendant does not allow telephone-dedicated sales agents to use its phones
7 and computers for any personal use. Additionally, Defendant generally prohibits and does
8 not allow telephone-dedicated sales agents to use their own personal cell phones on the call
9 center floor.

10 ***B. Defendant Knew of and Assented to the Unpaid Work***

11 38. Defendant monitored, directed and controlled the work activities of Plaintiff
12 and other similarly situated persons, including the unpaid work at issue.

13 39. Defendant's supervisors and team leads on the call center floor could and did
14 regularly see with their own eyes that Plaintiff and similarly situated telephone-based sales
15 agents arrived at their work stations before the start of their scheduled shift time, logged
16 into Defendant's computers, and began working on their computers prior to the start of
17 their scheduled shift time.

18 40. Defendant's supervisors and team leads on the call center floor could and did
19 regularly see with their own eyes that Plaintiff and similarly situated telephone-based sales
20 agents worked past the end of their scheduled shift time handling phone calls and securing
21 their work stations.

22 41. Despite seeing and knowing that Plaintiff and similarly situated telephone-
23 dedicated sales agents performed work at their work stations prior to and after their
24 scheduled shift times, Defendant and its supervisors and team leads on the floor of the call
25 center did not make any meaningful effort to stop or otherwise disallow this unpaid work
26 and instead allowed and permitted it to happen.
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1 42. Defendant possesses, controls and/or has access to information and
2 electronic data that shows the times Plaintiff and similarly situated telephone-dedicated
3 sales agents logged into and out of their computers each day and the time they logged into
4 and out of their telephone systems each day.

5 43. By possessing, controlling and/or accessing this information, Defendant
6 knew that Plaintiff and similarly situated telephone-dedicated sales agents worked prior to
7 the start and after the end of their scheduled shift time.

8 44. Despite having this information and knowing that Plaintiff and similarly
9 situated telephone-dedicated sales agents logged into their computers, initialized necessary
10 software programs, and read company issued emails and instructions prior to the start of
11 their scheduled shift time, and despite requiring and/or allowing them to handle a call up
12 until the end of their scheduled shift time, Defendant did not make any effort to stop or
13 otherwise disallow the pre- or post-shift work and instead allowed and permitted it to
14 happen.

15 45. Defendant knowingly required and/or permitted Plaintiff and those similarly
16 situated to her to perform unpaid work before and after the start and end times of their
17 shifts, including booting up computers, initializing several software programs, and reading
18 company issued emails and instructions prior to the start of their scheduled shift time, as
19 well as completing customer service calls, closing down the software programs, logging
20 off the system, securing their workstations, and securing any customer or proprietary
21 information after the end of their scheduled shift times.

22 46. The amount of uncompensated time Plaintiff and those similarly situated to
23 her spend or have spent on these required and unpaid work activities averages
24 approximately 10 to 15 minutes per day and frequently more.
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27 ***C. Defendant's Failure to Pay Overtime Wages to Its Telephone-Dedicated***
28 ***Hourly Employees***

1 47. Defendant determined the rate of pay for Plaintiff and the telephone-
2 dedicated sales agents in Arizona.

3 48. Defendant's managers and supervisors reviewed and approved Plaintiff and
4 other similarly situated persons' time records prior to receiving their paychecks.

5 49. Defendant supervised and controlled the work schedule of Plaintiff and other
6 similarly situated persons.

7 50. Plaintiff and those employees similarly situated are individuals who were, or
8 are, worked for Defendant in sales and similar phone-based positions at Defendant's
9 Phoenix and Gilbert, Arizona call center and who had their pre- and/or post-shift work
10 rounded away from their pay and were not paid for some or all of their work activities prior
11 to the beginning of their shifts or after the end of their shifts.

12 51. Plaintiff and the other telephone-dedicated sales agents are also similar
13 because Defendant did not pay them for all time they actually worked.

14 52. The net effect of Defendant's policies and practices, instituted and approved
15 by company managers and supervisors, is that Defendant willfully failed to pay overtime
16 compensation to Plaintiff and others similarly situated, and willfully failed to keep accurate
17 time records to save payroll costs. Defendant thus enjoyed ill-gained profits at the expense
18 of its hourly employees.

19 53. Plaintiff and others similarly situated at times regularly work or worked in
20 excess of forty hours per week for Defendant in a given workweek.

21 54. Defendant's policy and practice of requiring and/or permitting phone-based
22 sales agents, including Plaintiff and other non-exempt, hourly workers, to perform work
23 without pay for such work performed, violates Section 6 of the FLSA, 29 U.S.C. § 206.

24 55. Defendant's policy and practice of requiring its employees to perform work
25 without pay in many instances has caused and continues to cause Plaintiff and certain other
26 similarly situated hourly sales agents to work in excess of forty hours per week, without
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1 being properly compensated at a wage of 1.5 times their respective hourly rate for such
2 work performed, as required by Section 7 of the FLSA, 29 U.S.C. § 207.

3 56. Defendant's failure to compensate the non-exempt, hourly telephone-
4 dedicated sales agents with the full amount of the applicable regular wage or overtime wage
5 has caused Plaintiff and other similarly situated non-exempt call center sales agents to
6 suffer harm.

7 57. Defendant's non-exempt, hourly-paid call center sales agents are entitled to
8 compensation for all time they worked without pay in any given workweek.

9 58. At the beginning of Plaintiff's employment, Defendant provided her with
10 numerous documents, including emails containing various purported terms and conditions,
11 a background check release form, a Captive Agent & Company Materials Agreement, a
12 Signature Authorization, "OIG/GSA Exclusions," government forms and an "Employee
13 Proprietary Information and Inventions Agreement for Agents."

14 59. The "Employee Proprietary Information and Inventions Agreement for
15 Agents" is a seven page, single space document that contains various complex,
16 sophisticated and legal terminology regarding proprietary information and intellectual
17 property. A true and accurate copy of an unsigned version of the document is attached
18 hereto as Exhibit 2.

19 60. The document pertains to HPONE, Inc., a Delaware corporation.

20 61. HPONE, Inc. is not and was not the "employer" of Plaintiff and the putative
21 collective of Arizona sales agents in this case, as the term "employer" is defined under the
22 FLSA.

23 62. Plaintiff and the putative collective of Arizona telephone-dedicated sales
24 agents were not "employees" of HPONE, Inc. as the term "employees" is defined under
25 the FLSA.

26 63. At no time either before, during or after her employment with the Defendant
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1 did a representative or agent of Defendant explain to Plaintiff what Exhibit 2 concerns or
2 pertains to, nor did any of Defendant's agents or representatives ever explain to her what
3 any of the provisions in Exhibit 2 cover, pertain to or involve.

4 64. At no time either before, during or after her employment with the Defendant
5 did a representative or agent of Defendant explain to Plaintiff that Exhibit 2 contained a
6 purported arbitration provision.

7 65. At no time either before, during or after her employment with the Defendant
8 did a representative or agent of Defendant explain to Plaintiff that Exhibit 2 contained a
9 purported arbitration provision that seeks to hold an arbitration in New York only.

10 66. At no time either before, during or after her employment with the Defendant
11 did a representative or agent of Defendant explain to Plaintiff that Exhibit 2 contained a
12 purported arbitration provision that seeks to hold an arbitration under Connecticut law.

13 67. At no time either before, during or after her employment with the Defendant
14 did Plaintiff ever agree to arbitrate her FLSA claims that are subject of this lawsuit

15 **COLLECTIVE ACTION ALLEGATIONS**

16 68. Plaintiff brings Count I of this Complaint as a collective action on behalf of
17 herself and all other current and former hourly telephone-dedicated sales agents at
18 Defendant's Phoenix and Gilbert, Arizona call center who Defendant required and/or
19 permitted to perform the work described herein without pay at any time during the three
20 years prior to the commencement of the action to the present.

21 69. Plaintiff has actual knowledge that FLSA Collective Members have also
22 been denied overtime pay for hours worked over forty hours per workweek. That is,
23 Plaintiff worked with other telephone dedicated sales agents. As such, she has first-hand
24 personal knowledge that the same pay violations occurred to other collective members.

25 70. Other sales agents similarly situated to Plaintiff work or have worked in
26 Arizona, but were not paid overtime at the rate of one and one-half their regular rate when
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1 those hours exceeded forty hours per workweek.

2 71. Although Defendant required and/or permitted the FLSA Collective
3 Members to work in excess of forty hours in a workweek, Defendant has denied them full
4 compensation for their hours worked over forty. Defendant has also denied them full
5 compensation at the federally mandated minimum wage rate.

6 72. FLSA Collective Members perform or have performed the same or similar
7 work as Plaintiff.

8 73. FLSA Collective Members regularly work or have worked in excess of forty
9 hours during a workweek.

10 74. FLSA Collective Members are not exempt from receiving overtime pay at
11 the federally mandated wage rate under the FLSA.

12 75. As such, FLSA Collective Members are similar to Plaintiff in terms of job
13 duties, pay structure, and the denial of overtime wages.

14 76. Defendant's failure to pay the overtime compensation wage rate required by
15 the FLSA results from generally applicable policies or practices, and does not depend on
16 the personal circumstances of the FLSA Collective Members.

17 77. The experiences of Plaintiff, with respect to her pay, are typical of the
18 experiences of the FLSA Collective Members.

19 78. The specific job titles or precise job responsibilities of each FLSA Collective
20 Member do not prevent collective treatment.

21 79. All FLSA Collective Members, irrespective of their particular job
22 requirements, are entitled to overtime compensation for hours worked in excess of forty
23 during a workweek.

24 80. Although the exact amount of damages may vary among FLSA Collective
25 Members, the damages for the FLSA Collective Members can be easily calculated by a
26 simple formula. The claims of all FLSA Collective Members arise from a common nucleus
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1 of facts. Liability is based on a systematic course of wrongful conduct by Defendant that
2 caused harm to all FLSA Collective Members.

3 81. As such, Plaintiff brings her FLSA overtime as a collective action on behalf
4 of the following collective, and Plaintiff's Counsel seek to send notice of this lawsuit to
5 the following described persons (*i.e.*, the "FLSA Collective Members"):

6 All persons who worked for Defendant as telephone-dedicated
7 sales agent, or their functional equivalent, however titled, who
8 were compensated, in part or in full, on an hourly basis at the
9 Phoenix and Gilbert, Arizona call center at any time between
10 three years preceding the filing of this Complaint and the
11 present and who did not receive the full amount of overtime
12 wages earned and owed to them.

13 82. There are questions of law or fact common to the workers described in
14 paragraph 81.

15 83. Plaintiff is similarly situated to the workers described in paragraph 81, as
16 Plaintiff's claims are typical of the claims of those persons.

17 84. Plaintiff's claims or defenses are typical of the claims or defenses of the
18 workers described in paragraph 81.

19 85. This is not a collusive or friendly action. Plaintiff has retained counsel
20 experienced in complex employment litigation, and Plaintiff and her counsel will fairly and
21 adequately protect the interests of the persons described in paragraph 81.

22 86. A collective action is the most appropriate method for the fair and efficient
23 resolution of the matters alleged in Count I.

24 87. At all relevant times, Defendant employed Plaintiff and the persons described
25 in paragraph 81.

26 88. At all relevant times, Defendant paid Plaintiff and the persons described in
27 paragraph 81 to work.

28 89. At all relevant times, Defendant has been an "employer" of Plaintiff and the

1 persons described in paragraph 81, as the term “employer” is defined by Section 3(d) of
2 the FLSA, 29 U.S.C. § 203(d).

3 90. At all relevant times, Plaintiff and the persons described in paragraph 81 have
4 been “employees” of Defendant as defined by Section 3(e) of the FLSA, 29 U.S.C. §
5 203(e).

6 **COUNT I – FLSA**

7 **(Failure to Pay Overtime Wages)**

8 91. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 90
9 as paragraph 91 of this Count I.

10 92. Plaintiff, individually and on behalf of the members of the collective
11 described in paragraph 81, asserts claims for unpaid overtime pursuant to the FLSA.

12 93. At any and all times relevant hereto, Defendant was an “enterprise engaged
13 in commerce” within the meaning of Section 3(s) of the FLSA, 29 U.S.C. § 203(s).

14 94. At any and all times relevant hereto, Defendant was an “employer” of the
15 Plaintiff and the members of the collective described in paragraph 81 within the meaning
16 of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

17 95. At any and all times relevant hereto, Plaintiff and the members of the
18 collective described in paragraph 81 were “employees” of Defendant as defined by Section
19 3(e) of the FLSA, 29 U.S.C. § 203(e).

20 96. Plaintiff and the members of the collective described in paragraph 81 were
21 not paid for all time worked in excess of 40 hours in a week during the applicable statutory
22 time period, in violation of the maximum hours provisions of the FLSA, 29 U.S.C. § 207.

23 97. At all times relevant hereto, Defendant’s failure to pay Plaintiff and the
24 members of the collective described in paragraph 81 premium pay for all time worked over
25 40 hours in a week was willful in that, among other things:

26 a. Defendant knew that the FLSA required it to pay time and one-half
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1 for all time worked over 40 hours in a week;

2 b. Defendant failed to maintain true and accurate time records; and

3 c. Defendant encouraged Plaintiff and other similarly situated
4 employees to not record all time worked.

5 98. As a direct and proximate result thereof, Plaintiff and the members of the
6 collective described in paragraph 81 are due unpaid back wages and liquidated damages,
7 pursuant to 29 U.S.C. § 216.

8 **DAMAGES SOUGHT**

9 99. Plaintiff and the FLSA Collective Members are entitled to recover
10 compensation for the hours they worked for which they were not paid at the federally
11 mandated overtime wage rate.

12 100. Plaintiff and the FLSA Collective Members are also entitled to an amount
13 equal to all of their unpaid wages as liquidated damages. 29 U.S.C. § 216(b).

14 101. Plaintiff and FLSA Collective Members are entitled to recover their
15 attorneys' fees and costs as required by the FLSA. 29 U.S.C. § 216(b).

16 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
17 by and through her attorneys, demands judgment against Defendant and in favor of Plaintiff
18 and all others similarly situated, for a sum that will properly, adequately and completely
19 compensate them for the nature, extent and duration of their damages, the costs of this
20 action and as follows:

21
22 A. Conditionally certify the collective described in paragraph 81, and grant Plaintiff's
23 counsel leave to send notice of this lawsuit to the members of the collective and
24 allow them the opportunity to opt-in as party plaintiffs pursuant to Section 16 of the
25 FLSA, 29 U.S.C. § 216;

26 B. Declare and find that the Defendant committed one or more of the following acts:

27 i. Violated provisions of the FLSA for Plaintiff and all persons who opt-in as
28 party plaintiffs; and

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ii. Willfully violated provisions of the FLSA for Plaintiff and all persons who opt-in as party plaintiffs.

C. Award compensatory damages, including all wages and overtime pay owed, in an amount according to proof;

D. Award liquidated damages on all wages and overtime compensation due to Plaintiff and all persons who opt-in as party plaintiffs;

E. Award all costs and reasonable attorneys’ fees incurred prosecuting this claim;

F. Grant leave to amend to add claims under applicable state and federal laws to conform with the proofs at trial;

G. Grant leave to add additional plaintiffs by motion or any other method approved by the Court to conform with the proofs at trial; and

H. Grant such further relief as the Court deems just and equitable.

DATED this 10th day of July 2018

Respectfully submitted,
PEGGY QUINTANA, individually and on behalf of a collective of persons similarly situated.

/s/ Thomas M. Ryan
One of Plaintiff’s Attorneys

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Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Peggy Quintana, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

HealthPlanOne, LLC

Defendant.

No.:

**NOTICE OF FILING CONSENT TO JOIN
FORM**

Peggy Quintana, pursuant to the Fair Labor Standards Act and 29 U.S.C. § 216(b), files her consent to become a party plaintiff in the above-captioned matter.

I hereby consent to make a claim under the Fair Labor Standards Act to recover overtime pay. I hereby consent to be a party plaintiff in this lawsuit and specifically authorize the Law Office of Thomas M. Ryan, P.C. and Law Office of James X. Bormes, P.C. to represent me in this lawsuit.

6-15-18
Date


Signature

Peggy Quintana
Print Name

Exhibit 2

EMPLOYEE
PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT
FOR AGENTS

The following confirms an agreement between me and HPONE Inc., a Delaware corporation (the "Company"), which is a material part of the consideration for my employment or continued employment with the Company:

1. Proprietary Information. I understand that the Company possesses and will possess Proprietary Information (as hereinafter defined) that is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or that became or will become known by, or was or is conveyed to the Company, that has commercial value in the Company's business. "Proprietary Information" includes, without limitation, information (whether conveyed orally or in writing) about algorithms, application programming interfaces, protocols, trade secrets, computer software, designs, technology, ideas, know-how, products, services, processes, data, techniques, improvements, inventions (whether patentable or not), works of authorship, business and product development plans, the salaries and terms of compensation of other employees, customer lists and other information concerning the Company's actual or anticipated business, research or development, or that is received in confidence by or for the Company from any other person. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information.

2. Company Materials. I understand that the Company possesses or will possess Company Materials (as hereinafter defined) that are important to its business. For purposes of this Agreement, "Company Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company or any affiliate of the Company, whether such documents have been prepared by me or by others. "Company Materials" include, without limitation, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer software, media or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like. An affiliate of the Company is any person that directly or indirectly controls, is controlled by or is under common control with the Company.

3. Intellectual Property. I understand and acknowledge the sensitive and confidential nature of the Proprietary Information and the Company Materials and in consideration of my employment with the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:

3.1 All Proprietary Information and all right, title and interest in and to patents, patent rights, copyright rights, mask work rights, trade secret rights, and other intellectual property and proprietary rights anywhere in the world (collectively "Rights") in connection therewith shall be the sole property of the Company. I hereby assign to the Company any Rights I may have or acquire in such Proprietary Information. At all times, both during my

employment with the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company except as may be necessary and appropriate in the ordinary course of performing my duties to the Company.

3.2 All Company Materials shall be the sole property of the Company. I agree that during my employment with the Company, I will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or for no reason, or during my employment if so requested by the Company, I will return all Company Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation and (ii) my copy of this Agreement.

3.3 I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such Third Party Information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

3.4 I will promptly and fully disclose in writing to my immediate supervisor, or to any persons designated by the Company, all "Inventions" (which term includes, without limitation, improvements, inventions (whether or not patentable), discoveries, works of authorship, trade secrets, technology, algorithms, computer software, protocols, formulas, compositions, ideas, designs, processes, techniques, know-how and data) made or conceived or reduced to practice or developed by me (in whole or in part, either alone or jointly with others) during the term of my employment. I will also fully disclose to the Company Inventions conceived, reduced to practice, or developed by me within twelve (12) months of the termination of my employment with the Company; such disclosures shall be received by the Company in confidence, to the extent they are not assigned in Section 3.5 below. I will not disclose Inventions covered by Section 3.5 to any person outside the Company unless I am requested to do so by an officer of the Company.

3.5 I agree that all Inventions that I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company and I hereby assign such Inventions and all Rights therein to the Company. The Company shall be the sole owner of all Rights in connection therewith.

3.6 I acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). To the extent any such original works of authorship are not by

operation of law “works made for hire”, such works shall be the sole property of the Company and are assigned by me in accordance with Section 3.1 and 3.4 above.

3.7 I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company’s expense, in evidencing, perfecting, obtaining, maintaining, defending and enforcing Rights and/or my assignment with respect to Inventions in any and all countries. Such acts may include, without limitation, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact, with full power of substitution, to act for and on my behalf and instead of me, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by me.

3.8 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively “Moral Rights”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company.

3.9 I understand that certain work I perform in the course of my employment may be subject to a government or third party contract or subcontract, the terms and conditions of which may require certain assignments of intellectual property to the government or other third parties. To the extent instructed by Company, I agree to perform, during and after my employment, all acts deemed necessary or desirable by Company to permit and assist Company in abiding by the terms of such contract or subcontract, including without limitation by executing at the direction of Company any assignment of Rights or Inventions to third parties.

3.10 I have attached hereto a complete list of all existing Inventions to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement.

4. Non-Solicitation. During the term of my employment and for a period of twelve (12) months thereafter:

4.1 I will not directly or indirectly, encourage or solicit any current or former employee or consultant of the Company to leave the Company for any reason, unless such former employee or consultant has not been employed or engaged by the Company for a period of at least six months. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.

4.2 I will not, directly or indirectly solicit or accept orders for services or goods competitive to those sold or provided by the Company from any person who is then a

customer of the Company or who was a customer of the Company during the two (2) year period prior to such termination or induce or attempt to induce any such customer to reduce its patronage in such services or goods with the Company.

5. Non-Disparagement. I agree that during my employment with the Company and thereafter I will not make any statements, orally or in writing, or take any action which in anyway disparage or harm the reputation or good will of the Company or any of the Company's products or services or in anyway, either directly or indirectly, cause, encourage or condone the making of such statements or the taking of such actions by any third party.

6. No Conflict with Obligation to Third Parties. During my employment by the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company.

7. At-Will Employment. I agree that this Agreement is not an employment contract and that I have the right to resign and the Company has the right to terminate my employment at any time, for any reason, with or without cause.

8. Other Employee Obligations. I agree that this Agreement does not purport to set forth all of the terms and conditions of my employment, and that as an employee of the Company I have obligations to the Company that are not set forth in this Agreement.

9. Arbitration. We agree to arbitrate before a neutral arbitrator any and all disputes arising from or relating to my recruitment or employment with the Company, or the termination of that employment, including claims against any current or former agent or employee of the Company, whether arising under a tort, contract, statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including without limitation claims for employment discrimination under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Employee Retirement Income Securities Act, the Racketeer Influenced and Corrupt Practices Act, or any other federal, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning any part of the employment relationship, except: (a) claims for benefits under the unemployment insurance or workers' compensation laws, which will be resolved pursuant to those laws; (b) claims concerning the validity, infringement or enforceability of patent rights, copyright, trademark, license or any other intellectual property rights; (c) claims concerning the validity or misuse of trade secrets; (d) claims concerning the validity, enforceability or breach of the Proprietary Information and Inventions Agreement to which the Company and I are signatories; and (e) any other dispute or claim that has been expressly excluded from arbitration by statute ("Arbitrable Claim"). Also, nothing in this

Agreement prohibits the filing of a charge or complaint with a federal, state, or local administrative agency charged with overseeing any applicable federal, state or municipal law or regulation. Any Arbitrable Claim that is not resolved through the federal, state, or local agency must be submitted to arbitration in accordance with this Agreement. Binding arbitration will be conducted in New York, New York. We agree that the Company will bear the arbitrator's fee, any other type of expense or cost I would not be required to bear if I were free to bring the dispute or claim into court, and any cost otherwise required by New York law. We understand and agree that, by signing this Agreement, we are expressly waiving any and all rights to a trial before a court or jury or before a government agency regarding any Arbitrable Claim.

10. Survival. I agree that my obligations under Section 3 through Section 6, and Section 10 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that the Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine.

11. Controlling Law; Severability. I agree that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Connecticut without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable New York law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

12. Successors and Assigns. This Agreement shall be effective as of the date I execute this Agreement and shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

13. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

14. Modification. This Agreement can only be modified by a subsequent written agreement executed by an officer of the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME. I UNDERSTAND THAT WE ARE WAIVING ALL RIGHTS TO A TRIAL OR HEARING BEFORE A COURT OR JURY OR GOVERNMENT AGENCY AS TO ANY ARBITRABLE CLAIM.

Dated: _____

Employee Signature

Name (type or print)

Accepted and Agreed to:

HEALTHPLANONE, LLC

By: _____

Name: _____

Title: _____

ATTACHMENT A

Gentlemen:

1. The following is a complete list of Inventions, as defined in the Employee Proprietary Information and Inventions Agreement (the "Agreement"), relevant to the subject matter of my employment with _____ (the "Company") that have been made, conceived, developed or first reduced to practice by me (in whole or in part, either alone or jointly with others) prior to my employment by the Company that I desire to clarify are not subject to the Agreement.

No Inventions

See below:

Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

No materials or documents

See below:

Dated: _____

Employee Signature

Name (type or print)

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): Peggy Quintana

Defendant(s): HealthPlanOne, LLC

County of Residence: Maricopa

County of Residence: Outside the State of Arizona

County Where Claim For Relief Arose:
Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Michelle Matheson
15300 N 90th St., Ste. 550
Scottsdale, Arizona 85260
4808898951**

II. Basis of Jurisdiction: 3. Federal Question (U.S. not a party)

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff:- N/A
Defendant:- N/A

IV. Origin : 1. Original Proceeding

V. Nature of Suit: 710 Fair Labor Standards Act

VI. Cause of Action: 29 U.S.C. Section 201-219 Overtime Wage Claim

VII. Requested in Complaint

Class Action: **Yes**

Dollar Demand:

Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: /s Michelle R. Matheson

Date: 7/10/2018

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [HealthPlanOne Faces Unpaid Overtime Lawsuit Over Off-the-Clock Work](#)
