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**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DIVISION**

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Paula Self, Linda Duncan, Sheri Kiddy, Leslie Demull, and Timothy Van Hoose, Michael Combs, Isabel Shelton, Ramy Ibrahim, Scott Wright, Wilda Sellers, Damon Hylton, Deyaska Spencer, Larry Clark, Lativia Williams, Kevin Stagner, Individually and on Behalf of Others Similarly Situated,

Plaintiffs,

vs.

TPUSA, Inc. and Teleperformance Group, Inc., Corporations,

Defendants.

**SECOND AMENDED COMPLAINT  
PROPOSED COLLECTIVE AND  
CLASS ACTION**

**JURY DEMANDED**

Case No.: 2:08-CV-395 PMW

Judge: Hon. Paul M. Warner

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Representative Plaintiffs, Paula Self, Linda Duncan, Sheri Kiddy, and Leslie Demull, and Timothy Van Hoose, Michael Combs, Isabel Shelton, Ramy Ibrahim, Wilda Sellers, Damon

Hylton, Deyaska Spencer, Larry Clark, Lativia Williams, Scott Wright, Kevin Stagner Individually and on Behalf of Others Similarly Situated (hereafter referred to as "Representative Plaintiffs"), by and through their attorneys Jesse S. Brar and Sharon L. Preston, upon personal knowledge as to matters concerning themselves and upon information and belief as to other matters, and as and for their Complaint against TPSUA, Inc. and Teleperformance Group, Inc. (hereinafter "Teleperformance" and/or "Defendants"), allege as follows:

### **NATURE OF THE ACTION**

1. The Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§201 *et seq.*)(hereinafter "FLSA") provides for minimum standards for both wages and overtime compensation.
2. Utah Payment of Wages Act (Utah Code Ann. §§ 34-28-1 to -19)(hereafter "UPWA") and other state laws (as detailed below) provide additional protections to workers, including, but not necessarily limited to, entitlement to regular (non-overtime) wages for all time worked.
3. The Defendants, TPUSA, Inc. is a Utah-registered Corporation and Teleperformance Group, Inc. Florida-registered company (hereinafter "Defendants" or "Teleperformance") in the primary business of operating "Contact Centers" (commonly referred to as "call centers") which provide telephone-based customer service to the customers of Defendants' numerous business clients.
4. Teleperformance has approximately 39 Contact Centers at various locations throughout the United States, and employs about 12,400 Service Agents or Customer Service Agents or Customer Service Representatives (or comparable positions with different titles) (hereafter, "Customer Service Representatives" or "CSRs") to receive and handle various types of phone calls from customers.

5. Teleperformance also has a “Work at Home” (“WAHA”) program, through which Teleperformance employees throughout the United States work at home as CSRs, and, using Teleperformance equipment, receive and handle phone calls from customers.
6. The WAHA employees are assigned specific work hours, and are subject to and bound by Teleperformance policies and practices during their assigned work hours.
7. Teleperformance CSRs, whether they work at the Contact Centers or at home through the WAHA program, are hourly-paid, non-exempt employees who are entitled under the FLSA to overtime pay for any time worked above 40 hours in a work week.
8. The Representative Plaintiffs are currently employed or were previously employed as CSRs at Teleperformance's facilities in Florida, Illinois, Indiana, Ohio, South Carolina, Texas and Utah (whether at the Contact Centers or through the WAHA program).
9. As set forth in detail below, it is Defendants Teleperformance’s nationwide policy and practice to require and/or cause CSRs to engage in work without compensation prior to the beginning of the official shift, at the end of the official shift, and during the continuous workday; all in violation of the provisions of the FLSA and the Wage and Hour Laws of the States of Florida, Illinois, Indiana, Ohio, South Carolina, Texas and Utah.
10. Representative Plaintiffs bring this action, pursuant to 29 U.S.C. §216(b), under the FLSA, on behalf of themselves, and as a Collective Action on behalf of all other persons similarly situated nation-wide (hereafter referred to as the proposed "FLSA Nationwide Class”).
11. Representative Plaintiffs bring this action on behalf of themselves, and Pursuant to Rule 23 of the Federal Rules of Civil Procedure, as a Class Action on behalf of all others similarly situated with regards to claims under the Wage and Hour Laws of the states of Florida, Illinois,

Indiana, Ohio, South Carolina, Texas and Utah (hereafter referred to as the "State Subclasses"); and claims for breach express of and/or implied contract and unjust enrichment under the laws of those States (hereafter referred to as "State Claims").

12. Representative Plaintiffs, on behalf of themselves and the proposed FLSA Nationwide Class, seek unpaid overtime compensation and interest thereon, liquidated damages and other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs, as allowed under the FLSA.

13. Representative Plaintiffs, on behalf of themselves and the proposed State Subclasses, seek unpaid regular non-overtime wages and interest thereon, pre- and post-judgment interest, liquidated damages, injunctive and other equitable relief, and reasonable attorneys' fees and costs, as allowed under the wage and hour laws of the States of Florida, Illinois, Indiana, Ohio, South Carolina, Texas and Utah.

14. Representative Plaintiffs, on behalf of themselves and the proposed State Subclasses, seek unpaid regular non-overtime wages and interest thereon, pre- and post-judgment interest, injunctive and other equitable relief, and reasonable attorneys' fees and costs as allowed under the common laws of the States of Florida, Illinois, Indiana, Ohio, South Carolina, Texas and Utah, for claims under breach of contract and unjust enrichment.

15. As the proposed FLSA Nationwide Class, the statutory period during which recovery of unpaid overtime compensation is sought begins on May 15, 2005 and continues through the trial date, since the violations of the FLSA have been ongoing and willful since and during that time period.

16. This action is brought to redress and end this long-time pattern of willful and unlawful conduct by Teleperformance.

### **JURISDICTION AND VENUE**

17. This Court has federal question jurisdiction over this action pursuant to 28 U.S.C. §1331 and Section 16(b) of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §216(b).

18. This Court had diversity jurisdiction under 28 U.S.C. §1332, and supplemental jurisdiction to consider claims arising under state laws, pursuant to 28 U.S.C. §1367.

19. This Court has original jurisdiction over the state law claims in this action pursuant to the federal Class Action Fairness Act (“CAFA”), 28 U.S.C. §1332(d), because this is a class action in which:

- a. There are 100 or more members in Plaintiffs' proposed state law classes;
- b. At least some members of the proposed classes have different state citizenship from Defendants;
- c. The members of the proposed state classes are citizens of and/or were employed by the Defendants in the States of Florida, Illinois, Indiana, Ohio, South Carolina, Texas and Utah;
- d. “Teleperformance” is multinational corporation incorporated in Paris, France which conducts business in various states in the United States; and
- e. The claims of the proposed class members exceed \$5,000,000 in the aggregate, exclusive of costs and interest.

20. In addition, this Court has supplemental jurisdiction under 28 U.S.C. §1367 over Plaintiffs' state law wage and hour claims, because those claims derive from a common nucleus of operative facts.

21. Defendants are subject to personal jurisdiction in the District of Utah.

22. The state law claims of the Representative Plaintiffs' and the members of the proposed State Class are so closely related to their FLSA claims that they form part of the same case or controversy.

23. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) and (c), because Defendants Teleperformance, is located within this district and is subject to personal jurisdiction within this district. Moreover, many of the violations alleged in this suit took place in Utah, where during the proposed class periods, as defined below, Teleperformance has operated and continues to operate.

24. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§2201 and 2202.

## **PARTIES**

### **Plaintiffs**

25. Representative Plaintiffs Paula Self, Linda Duncan, Sheri Kiddy, Leslie Demull, Timothy Van Hoose, Michael Combs, Isabel Shelton, Ramy Ibrahim, Wilda Sellers, Damon Hylton, Deyaska Spencer, Larry Clark, Lativia Williams, Scott Wright, and Kevin Stagner are natural persons and, during the relevant time periods identified herein, are or were employed by Defendants, as Customer Service Representatives.

26. Plaintiff Paula Self is a resident of Utah and is currently employed by the Defendants as a WAHA Customer Service Representative. Prior to starting in the WAHA program on September 28, 2007, Ms. Self worked as a CSR in Defendants' Salt Lake City Contact Center from August 20, 2007 to September 28, 2007.

27. Plaintiff Linda Duncan is a resident of Utah and is employed by the Defendants as a WAHA Customer Service Representative. Prior to starting in the WAHA program in August 2007, Ms. Duncan worked as a CSR in Defendants' Salt Lake City Contact Center from September 23, 2004 to August 2007.

28. Plaintiff Sheri Kiddy is a resident of Utah and is employed by the Defendants as a WAHA Customer Service Representative. Prior to starting in the WAHA program in August 2007, Ms. Kiddy worked as a CSR in Defendants' Salt Lake City Contact Center from September 6, 2004 to August 2007.

29. Plaintiff Leslie Demull is a resident of Utah and has been employed by the Defendants as a Customer Service Representative in its Salt Lake City Contact Center since date June 2004.

30. Plaintiff Timothy Van Hoose is a resident of the State of Ohio, and worked as a CSR in Defendants' Columbus, Ohio, Contact Center from July 9, 2007 to April 23, 2008.

31. Plaintiff Michael Combs is a resident of the State of Ohio, and worked as CSR in Defendants' Fairborn, Ohio Contact Center from October 2004 to November 2006, and in Defendants' Fort Meyers, Florida Contact Center from November 2006 to August 2007.

32. Plaintiff Isabel Shelton is a resident of the State of Illinois, and worked as CSR in Defendants' Columbus, Ohio Contact Center from September 2005 to October 2006, and in Defendants' Champaign, Illinois Contact Center from May 2007 to December 2007.

33. Plaintiff Ramy Ibrahim is a resident of the State of Illinois, and worked as CSR in Defendants' Oakbrook, Illinois Contact Center from April 2007 to December 2007.
34. Plaintiff Scott Wright is a resident of the State of Indiana, and worked as CSR in Defendants' Fishers, Indiana Contact Center from September 2006 to January 2008.
35. Plaintiff Wilda Sellers is a resident of the State of South Carolina, and worked as CSR in Defendants' Columbia, South Carolina Contact Center from July 2006 to May 2007.
36. Plaintiff Damon Hylton is a resident of the State of South Carolina, and worked as CSR in Defendants' Columbia, South Carolina Contact Center from March 2005 to October 2007.
37. Plaintiff Deyaska Spencer is a resident of the State of South Carolina, and worked as CSR in Defendants' Columbia, South Carolina Contact Center from August 2003 to February 2008.
38. Plaintiff Larry Clark is a resident of the State of South Carolina, and worked as CSR in Defendants' Columbia, South Carolina Contact Center from February 2006 to June 2006.
39. Plaintiff Lativia Williams is a resident of the State of South Carolina, and worked as CSR in Defendants' Columbia, South Carolina Contact Center from October 2005 to October 2006.
40. Plaintiff Kevin Stagner is a resident of the State of Missouri, and worked as CSR in Defendants' Abilene, Texas Contact Center from 6/2006 to 1/2007.

**Defendants**

41. "Teleperformance" is a corporation organized in Paris, France. TPUSA, Inc. and Teleperformance Group, Inc. are part of "Teleperformance."
42. Teleperformance is a public company listed on the NYSE/Euronext Stock Exchange.

43. Teleperformance (formerly Teleperformance USA) was established in 1993 in Salt Lake City, Utah.
44. TPUSA, Inc. and Teleperformance Group, Inc. are corporations.
45. TPUSA, Inc. is a corporation that is registered and conducts business in the States of Florida, Georgia, Idaho, Illinois, Indiana, New Mexico, Pennsylvania, South Carolina, Texas, and Utah.
46. Teleperformance USA was previously registered with the Utah Department of Corporations as “doing business as” (“DBA”) “Teleperformance USA, Inc.,” but since 2005 that status has been inactive.
47. Teleperformance Group, Inc. is a corporation registered in the State of Florida and conducts business in the State of Utah.
48. In 2006, Teleperformance merged its two U.S. business entities, Teleperformance USA and CallTech Communications, LLC and retained the Teleperformance name.
49. Americall Group (hereinafter “Americall”) was acquired by the Teleperformance Group, Inc. in 1998.
50. Americall has its corporate headquarters in the State of Illinois and contact centers in Illinois, Indiana, Missouri and Florida.
51. Defendants TPUSA, Inc. and Teleperformance Group, Inc., include its former or current subsidiaries CallTech Communications, LLC, and Americall Group (AGI).
52. Defendants TPUSA, Inc. and Teleperformance Group, Inc, including its former or current subsidiaries CallTech Communications, LLC, and Americall Group (AGI) conduct business in

the following states: Florida, Georgia, Idaho, Illinois, Indiana, Missouri, New Mexico, Ohio, Pennsylvania, South Carolina, Texas, and Utah.

53. Defendants maintains control, oversight, and direction over the operation of the Contact Centers and other facilities and offices in which the Representative Plaintiffs and the members of the proposed classes currently or previously worked, including the payroll and other employment practices therein.

54. Teleperformance employed, upon information and belief, hundreds of Customer Service Representatives in Utah at any one time during the relevant time periods, and Plaintiffs believe the Nationwide Collective Class included thousands of CSAs (including current and former employees who worked for Teleperformance during the relevant periods).

#### **COMMON FACTUAL ALLEGATIONS FOR ALL CLAIMS**

55. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

56. Representative Plaintiffs and members of the proposed FLSA and State classes are currently or were previously employed by the Defendants.

57. Defendants have consistently practiced and continues to practice a nationwide policy of permitting, encouraging, and/or requiring its Customer Service Representatives, including Representative Plaintiffs and members of both proposed classes, to work without compensation, including as follows:

### **Pre-Shift Issues**

58. Defendants established a system by which “pay start time” (i.e., the time at which the employee would start to be compensated) was triggered only by the CSR being fully logged into the Teleperformance computer system.

59. Defendants required CSRs to perform certain activities prior to the “pay start time:” namely, booting up certain programs and going through the lengthy process of logging into the Teleperformance computer system) without compensating CSRs for the time involved in these activities.

60. Defendants established a system by which CSRs were considered “late” if the CSRs were not fully logged into the Teleperformance computer system by the official start time of the shift, thus requiring CSRs to report to work early in order to perform any necessary preliminary activities prior to “being fully logged in.”

61. Defendants engaged in a consistent practice of scheduling a greater number of CSRs for each shift than the number of available and functioning workstations, and thus causing and/or requiring CSRs to wait for a functioning workstation, and/or report to work 10-30 minutes early in order to avoid waiting for a functioning and available workstation.

62. When CSRs reported to work early for the reasons set forth above, or when they reported to work on time but had to wait for an available and functioning workstation, they were not compensated for this time, but again were only compensated from the time they were fully logged into the Teleperformance computer system.

### **Continuous Workday Issues**

63. After the official start time of the shift (i.e., when the CSRs were required to, and did, report physically to work), CSRs would not be paid for any period during the continuous workday when the CSRs were not actively logged onto the Teleperformance computer system for any reason.

64. After the official start time of the shift (i.e., when the CSRs were required to, and did, report physically to work), the CSRs would not be paid for any period during the continuous workday when the CSRs were not actively logged onto the Teleperformance computer system because of equipment malfunctions.

65. After the official start time of the shift (i.e., when the CSRs were required to, and did, report physically to work), the CSRs would not be paid for any period during the continuous workday when the CSRs were not actively logged onto the Teleperformance computer system during short periods of few minutes for restroom breaks that went over the allowed 15-minute break.

66. After the official start time (i.e., when the CSRs were required to, and did, report physically to work), the CSRs would not be paid for any period during the continuous workday when the CSRs were not actively logged onto the Teleperformance computer system because of employee or equipment errors causing a “log out,” and the subsequent time required to log back into the system.

67. After the official start time (i.e., when the CSRs were required to, and did, report physically to work), the CSRs would not be paid for any period during the continuous workday

when the CSRs were not actively logged onto the Teleperformance computer system because they were engaged in conversations with supervisors and/or other work-related activities.

68. The CSRs were given a limited permissible amount of time between customer service calls; usually ranging from 2 to 40 seconds (this time was referred to as the “after call work time,” or “ACW time”), and the Defendants did not pay the CSRs for any “ACW time” that exceeded the allowed time limit, even though the ACW time occurred during the continuous workday, and even though work-related activities were performed during that time, such as taking notes, talking to supervisors, etc.

### **Post-shift Issues**

69. Teleperformance established a system whereby the shift officially ended (for purposes of compensation) at the moment CSRs were no longer actively logged into the Teleperformance computer system, and did not pay the CSRs for necessary work performed after that moment (such as fully closing down the systems, conversations with supervisors, turning in paperwork, etc.).

### **Claims Specific to WAHA Employees**

70. In addition to all of the issues set forth above, the WAHA CSRs were required, during their scheduled shift (and continuous workday) to travel to the Contact Centers to transport their equipment for repairs when the equipment malfunctioned, and to wait for the equipment to be repaired or replaced, and the CSRs were not paid for this time.

71. The WAHA CSRs were also required to travel to the Contact Centers for the purpose of attending work-related meetings, and were not paid for their travel time to and from the

meetings, although the meetings took place during their scheduled shifts (and continuous workday).

72. The amount of uncompensated work time (as described above in Paragraphs 58-71) of Representative Plaintiffs and members of the proposed FLSA Nationwide Class and State Subclasses amounts to approximately from thirty (30) to sixty (60) minutes per day per person.

### **COLLECTIVE AND CLASS ACTION ALLEGATIONS**

73. Representative Plaintiffs hereby incorporate each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

74. Representative Plaintiffs bring this action individually and as collective and class actions on behalf of all persons similarly situated to them, including the following proposed Plaintiff Classes:

75. FLSA Nationwide Class: All persons who are, or have been, employed by the Defendants Teleperformance anywhere in the United States as Customer Service Representatives in Contact Centers or through the Work-At-Home (WAHA) programs anytime from May 15, 2005 onward, and who, by means of the practices set forth above in Paragraphs 58-71 above, worked any time in excess of 40 hours in a single work week without compensation.

76. State Subclasses: All persons who are, or have been, employed by Defendants Teleperformance in the States of Florida (FL-Subclass), Illinois (IL-Subclass), Indiana (IN-Subclass), Ohio (OH-Subclass), South Carolina (SC-Subclass), Texas (TX-Subclass), and Utah (UT-Subclass), as Customer Service Representatives in Contact Centers or through the Work-At-Home (WAHA) program, and who, by means of the practices set forth above in Paragraphs 58-71 above, worked any regular, non-overtime hours without compensation.

77. Representative Plaintiffs do not know the precise numbers of employees included in the FLSA Nationwide Class and the State Subclasses, but believe the numbers to be more than 12,000.

**Collective Action Allegations for the FLSA Claims**

78. The FLSA Claim has been brought and may properly be maintained as a Collective Action under 29 U.S.C. §216 because members of the proposed FLSA Nationwide Class were subjected to policies and practices (as alleged in Paragraphs 58-71) identical to those to which the Representative Plaintiffs have been subjected, and have thereby been similarly deprived of overtime compensation to which they were lawfully entitled under FLSA.

79. The members of the proposed FLSA Nationwide Class would benefit from the issuance of a court-supervised notice of the present lawsuit and the opportunity to join the present lawsuit as party plaintiffs (by filing written consent with the Court, pursuant to 29 U.S.C. §216(b)).

80. The members of the proposed FLSA Nationwide Class are known to the Defendants, are readily identifiable, and can be located through Defendants' records.

81. Pursuant to 29 U.S.C. §216(b), the Representative Plaintiffs and certain members of the proposed FLSA Nationwide Class hereby submit their written consents to serve as party plaintiffs and to join the proposed FLSA Nationwide Class. (Attached hereto as Exhibit 1).

82. Defendants, their officers and directors are excluded from each of these proposed Classes.

**Class Action Allegations for State Law Claims**

83. The State Law claims may properly be maintained as a Class Action under Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable, and the following Rule 23 requirements are met:

84. Numerosity: The total number of members of the proposed State Subclasses exceeds 12,000 individuals. The members of the class are so numerous that joinder of all members is impractical, and a class action is the only available method for the fair, equitable, and efficient adjudication of this controversy;

85. Commonality: There are common questions and issues of fact and law which predominate over any issues solely affecting individual members, by means of the policies and practices set forth above in Paragraphs 58-71; specifically, these common questions of law and fact include, but are not limited to:

- i. Whether Representative Plaintiffs and members of the proposed State Subclasses performed non-overtime work for which they were not compensated by Teleperformance;
- ii. Whether Defendants unlawfully failed to pay non-overtime compensation in violation of the Wage and Hour laws of the States of Florida, Illinois, Indiana, Ohio, South Carolina, Texas and Utah;
- iii. Whether Defendants breached its contract with Representative Plaintiffs and members of the proposed State Subclasses by failing to pay them wages in accordance with their express written and/or oral contract or implied agreement;

- iv. Whether the financial and monetary benefits derived by the Defendants from the uncompensated non-overtime work performed by Representative Plaintiffs and the members of the proposed State Subclasses is unjustly and inequitably retained by the Defendants;
- v. Whether Representative Plaintiffs and members of the proposed State Subclasses are entitled to equitable and/or injunctive relief.

86. Typicality: During certain weeks, Representative Plaintiffs and members of the proposed State Subclasses performed off-the-clock work of less than 40 hours a work week (only the time when the CSRs were logged into the Teleperformance computer systems, they were considered to be “on the clock” for pay purposes); and thus, there was uncompensated non-overtime work performed by the CSRs, as described in Paragraphs 58-71, in workweeks with less than total of 40 hours per week. The Representative Plaintiffs' state claims are typical of the claims of the proposed State Subclasses, in that the claims are grounded in the allegation that the Defendants failed to pay non-overtime wages to CSRs by means of the policies and practices set forth above in Paragraphs 58-71, in violation of State wage and hour/wage payment laws, in breach of express or implied contract, and pursuant to the doctrine of Unjust Enrichment.

87. Superiority of Class Action: Since the damages suffered by members of the proposed State Subclasses (e.g., UT-Subclass) (although not inconsequential) may be relatively small, the expense and burden of individual litigation by each member will likely make it impractical for the State Subclass members to seek redress individually for the wrongful conduct alleged herein. Moreover, separate actions by each individual member of the proposed State Subclass, and the resulting multiplicity of lawsuits, would cause undue hardship and expense for the Court and the

litigants. Finally, the prosecution of separate actions would also create a risk of inconsistent rulings.

88. Adequacy of Representative Plaintiffs: The Representative Plaintiffs in this class action are adequate representatives of the State Subclasses, since the Representative Plaintiffs' claims are identical to those of the proposed State Subclasses, and thus, the Representative Plaintiffs have the same interests in this litigation as the State Subclass Members. The Representative Plaintiffs are committed to vigorous prosecution of this case, and have retained competent counsel who are experienced in litigation of this nature. The Representative Plaintiffs are not subject to any individual defenses unique from those conceivably applicable to the proposed State Subclasses as a whole. The Representative Plaintiffs anticipate no management difficulties in this litigation.

## COUNT 1

### **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF THE FAIR LABOR STANDARDS ACT (The FLSA Nationwide Class)**

89. Representative Plaintiffs hereby incorporate each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

90. At all times relevant hereto, Representative Plaintiffs have been and continue to be entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§201, *et seq.*

91. At all times relevant hereto, Defendants have been an employer as defined under 29 U.S.C. §203(b) and (d).

92. At all times relevant hereto, Defendants have been an "enterprise engaged in commerce or in the production of goods for commerce" as defined under 29 U.S.C. §203(s)(1).

93. Defendants' failure to pay overtime compensation for any time worked by the CSRs in excess of 40 hours was in violation of the FLSA, 29 U.S.C. §§206 and 207.

94. Representative Plaintiffs and members of the proposed FLSA Class typically worked a 40-hour on-the-clock work week (i.e., time when the CSRs were logged into Defendants' computer system and were considered "on the clock" for pay purposes); and thus, the uncompensated work performed by CSRs, as described in Paragraphs 58-71, was often above-and-beyond the 40-hour "on the clock" work week.

95. The practices and policies described in Paragraphs 58-71, by means of which the Representative Plaintiffs and proposed FLSA Class members were deprived of overtime pay, is a company-wide practice which is applied to CSRs at Defendants' Contact Centers nationwide.

96. Representative Plaintiffs and members of the proposed FLSA Class are entitled to unpaid overtime compensation beginning three years prior to the filing of this Complaint because Defendants acted knowingly and willfully and/or recklessly disregarded as to whether its conduct was prohibited by the FLSA.

97. WHEREFORE, as result of Defendants' aforesaid willful violations of the FLSA's overtime pay provisions, Representative Plaintiffs and members of the proposed Florida State Subclass request all unpaid overtime compensation, together with an additional equal amount as liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees and costs of this action, and any other relief that this Court finds reasonable under the circumstances.

**COUNT 2**  
**FAILURE TO PAY WAGES FOR ALL HOURS WORKED**  
**IN VIOLATION OF FLORIDA LAW (FLORIDA STATUTES §448.08)**  
**(Florida State Subclass)**

98. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

99. Representative Plaintiffs and members of the proposed Florida State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed as described in Paragraphs 58-71 above.

100. Defendants, have wrongfully withheld unpaid non-overtime wages owed to Representative Plaintiffs and members of the proposed Florida State Subclass, in violation of Florida Statutes §448.08 for non-overtime work performed as alleged herein and as described in Paragraphs 58-71 above.

101. As a result of Defendants' wrongful withholding of non-overtime wages, Representative Plaintiffs and members of the proposed Florida State Subclass have suffered damages.

102. WHEREFORE, Representative Plaintiffs and members of the proposed Florida State Subclass request the full amount of non-overtime back wages unpaid and/or withheld, together with an additional amount as pre-judgment and post-judgment interest, plus reasonable attorneys' fees, costs of this action, and any other relief that this Court finds reasonable under the circumstances.

**COUNT 3**  
**VIOLATION OF FLORIDA CONSTITUTION ARTICLE 10, SEC 24.**  
**(Florida State Subclass)**

103. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

104. Representative Plaintiffs and members of the proposed Florida State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed.

105. Defendants failed to pay the regular non-overtime wage for each non-overtime hour worked (as described in Paragraphs 58-71 above) by the Representative Plaintiffs and members of the proposed Florida State Subclass.

106. Defendants violated Article 10, Section 24 of Florida's Constitution, by knowingly and willfully employing Representative Plaintiffs and members of the proposed Florida State Subclass without paying them the minimum wage for each non-overtime hour worked (as described in Paragraphs 58-71 above).

107. WHEREFORE, the Representative Plaintiffs and members of the proposed Florida State Subclass request the full amount of non-overtime back wages unpaid and/or withheld, together with an additional amount as pre-judgment and post-judgment interest, plus reasonable attorneys' fees, costs of this action, and any other relief that this Court finds reasonable under the circumstances.

**COUNT 4**  
**FAILURE TO PAY WAGES FOR ALL HOURS WORKED IN VIOLATION OF**  
**ILLINOIS WAGE PAYMENT AND COLLECTION ACT (“IWPCA”)**  
**(Illinois State Subclass)**

108. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

109. Representative Plaintiffs and members of the proposed Illinois State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed as described in Paragraphs 58-71 above.

110. Defendants wrongfully withheld, diverted and/or refused to pay non-overtime wages due and owing, to Representative Plaintiffs and members of the proposed Illinois State Subclass, in violation of Illinois Wage Payment and Collection Act (“IWPCA”) 820 Ill. Comp. Stat. §§115/1 *et seq.*, including without limitation violations of Ill. Comp. Stat. §§115/4, for non-overtime work performed as alleged herein and as described in Paragraphs 58-71 above.

111. As a direct and proximate result of Defendants’ violations of Act 820 Ill. Comp. Stat. §§115/1 *et seq.*, Representative Plaintiffs and members of the proposed Illinois State Subclass incurred damages including, but not limited to, loss of wages, costs and attorney's fees.

112. WHEREFORE, Representative Plaintiffs and members of the proposed Illinois State Subclass are entitled to an award of unpaid non-overtime wages and other compensation/penalty due to them in accordance with Section 115/14(b) of the IWPCA in the amount of 1% per day (up to an amount to twice the sum of unpaid wages) due under the IWPCA for the delay in payment of due wages, together with all costs and attorneys’ fees reasonably incurred in connection with this action pursuant to 705 ILCS §225/1 (the Illinois Attorneys Fees in Wage

Actions Act and/or IWPCA), and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 5**  
**VIOLATION OF ILLINOIS MINIMUM WAGE LAW (“IMWL”)**  
**(Illinois State Subclass)**

113. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

114. Representative Plaintiffs and members of the proposed Illinois State Subclass worked for Defendants with the expectation of being compensated for non-overtime work performed (as described in Paragraphs 58-71).

115. Defendants violated Illinois Wage Minimum Wage Law (“IMWL”) 820 Ill. Comp. Stat. §§105/1 *et seq.*, by knowingly and willfully employing Representative Plaintiffs and members of the proposed Illinois State Subclass without paying them the minimum wage for each non-overtime hour worked (as described in Paragraphs 58-71 above).

116. WHEREFORE, Representative Plaintiffs and members of the proposed Illinois State Subclass are entitled to an award of unpaid non-overtime wages and other compensation/penalty due to them in accordance with Section 105/12 of the IMWL in the amount of 2% per day due under the IMWL for the delay in payment of due wages, together with all costs and attorneys’ fees reasonably incurred in connection with this action pursuant to 705 ILCS §225/1 (the Illinois Attorneys Fees in Wage Actions Act and/or IMWL), and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 6**  
**FAILURE TO PAY WAGES FOR ALL HOURS WORKED**  
**IN VIOLATION OF INDIANA WAGE AND HOUR STATUTES**  
**(Indiana State Subclass)**

117. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

118. Representative Plaintiffs and members of the proposed Indiana State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed as described in Paragraphs 58-71 above.

119. Defendants wrongfully withheld, diverted and/or refused to pay non-overtime wages due and owing, to Representative Plaintiffs and members of the proposed Indiana State Subclass, in violation of Ind. Code Ann. §§22-2 *et seq.*, including without limitation violations of Ind. Code Ann. §§22-2-5 *et seq.* and §§22-2-9 *et seq.*, for non-overtime work performed as alleged herein and as described in Paragraphs 58-71 above.

120. As a direct and proximate result of Defendants' violations of Ind. Code. Ann. §§22-2 *et seq.*, Representative Plaintiffs and members of the proposed Indiana State Subclass incurred damages including, but not limited to, loss of wages, costs and attorney's fees.

121. WHEREFORE, pursuant to Ind. Code Ann. §22-2-5-2, Representative Plaintiffs and members of the proposed Indiana State Subclass are entitled to an award of unpaid non-overtime wages and in addition as liquidated damages for such failure to pay wages for each day that the amount due to them remains unpaid ten percent (10%) of the amount due to them, plus all costs and attorneys' fees reasonably incurred in connection with this action, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 7**  
**VIOLATION OF INDIANA MINIMUM WAGE LAW**  
**(Indiana State Subclass)**

122. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

123. Representative Plaintiffs and members of the proposed Indiana State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed (as described in Paragraphs 58-71).

124. Defendants violated Ind. Code Ann. §§22-2-2 *et seq.*, by knowingly and willfully employing Representative Plaintiffs and members of the proposed Indiana State Subclass without paying them the minimum wage for each non-overtime hour worked (as described in Paragraphs 58-71 above).

125. WHEREFORE, pursuant to Ind. Code Ann. §22-2-2-9, Representative Plaintiffs and members of the proposed Indiana State Subclass are entitled to an award of all unpaid non-overtime wages with an equal additional amount in liquidated damages, plus costs and attorney's fees reasonably incurred in connection with this action, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 8**  
**FAILURE TO PAY WAGES FOR ALL HOURS WORKED**  
**IN VIOLATION OF OHIO LABOR AND WAGE STATUTES**  
**(Ohio State Subclass)**

126. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

127. Representative Plaintiffs and members of the proposed Ohio State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed as described in Paragraphs 58-71 above.

128. Defendants wrongfully withheld, diverted and/or refused to pay non-overtime wages due and owing, to Representative Plaintiffs and members of the proposed Ohio State Subclass, in violation of Ohio Rev. Code §§4111 *et seq.*, including without limitation violations of Ohio Rev. Code §4113.15, for non-overtime work performed as alleged herein and as described in Paragraphs 58-71 above.

129. As a direct and proximate result of Defendants' violations of Ohio Rev. Code §§4111 *et seq.*, and Defendants' failure to pay, decision to withhold, wages earned and due, Representative Plaintiffs and members of the proposed Ohio State Subclass incurred damages including, but not limited to, loss of wages, costs and attorneys' fees.

130. WHEREFORE, the Representative Plaintiffs and members of the proposed Ohio State Subclass are entitled to an award of unpaid non-overtime wages together with pre- and post-judgment interest, plus all costs and attorneys' fees reasonably incurred in connection with this action, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 9**  
**VIOLATION OF OHIO MINIMUM WAGE LAW**  
**(Ohio State Subclass)**

131. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

132. Representative Plaintiffs and members of the proposed Ohio State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed (as described in Paragraphs 58-71).

133. Defendants violated Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code §4111.02, by knowingly and willfully employing Representative Plaintiffs and members of the proposed Ohio State Subclass without paying them the minimum wage for each non-overtime hour worked (as described in Paragraphs 58-71 above).

134. WHEREFORE, Representative Plaintiffs and members of the proposed Ohio State Subclass are entitled to an award of all unpaid non-overtime wages together with pre- and post-judgment interest, plus costs and attorneys' fees reasonably incurred in connection with this action, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 10**  
**FAILURE TO PAY WAGES FOR ALL HOURS WORKED**  
**IN VIOLATION OF SOUTH CAROLINA PAYMENT OF WAGES STATUTE**  
**(South Carolina State Subclass)**

135. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

136. Representative Plaintiffs and members of the proposed South Carolina State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed as described in Paragraphs 58-71 above.

137. Defendants wrongfully withheld, diverted and/or refused to pay non-overtime wages due and owing, to the Representative Plaintiffs and members of the proposed South Carolina State

Subclass, in violation of South Carolina Payment of Wages Statute, S.C. Code Ann. §§41-10-10 *et seq.*, for non-overtime work performed as alleged herein and as described in Paragraphs 58-71 above.

138. As a direct and proximate result of Defendants' violations of S.C. Code Ann. §§41-10-10 *et seq.*, and Defendants' failure to pay, decision to withhold, wages earned and due, Representative Plaintiffs and members of the proposed South Carolina State Subclass incurred damages including, but not limited to, loss of wages, costs and attorneys' fees.

139. WHEREFORE, pursuant to S.C. Code Ann. §41-10-80(C), Representative Plaintiffs and members of the proposed South Carolina State Subclass are entitled to an award for the unpaid non-overtime wages plus damages in the amount of three (3) times the unpaid wages, together with costs and attorneys' fees reasonably incurred in connection with this action, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 11**  
**FAILURE TO PAY WAGES FOR ALL HOURS WORKED**  
**IN VIOLATION OF TEXAS LABOR CODE ("TEXAS PAY DAY ACT")**  
**(Texas State Subclass)**

140. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

141. Representative Plaintiffs and members of the proposed Texas State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed as described in Paragraphs 58-71 above.

142. Defendants wrongfully withheld, diverted and/or refused to pay non-overtime wages due and owing, to Representative Plaintiffs and members of the proposed Texas State Subclass, in

violation of Texas Labor Code, otherwise known as the “Texas Pay Day Act,” Tex. Lab. Code Ann. §§61.001 *et seq.*, for non-overtime work performed as alleged herein and as described in Paragraphs 58-71 above.

143. As a direct and proximate result of Defendants’ violations of Tex. Lab. Code Ann. §§61.001 *et seq.*, and Defendants’ failure to pay, decision to withhold, wages earned and due, Representative Plaintiffs and members of the proposed Texas State Subclass incurred damages including, but not limited to, loss of wages, costs and attorneys’ fees.

144. WHEREFORE, pursuant to Tex. Lab. Code Ann. §62.201, Representative Plaintiffs and members of the proposed Texas State Subclass are entitled to an award of unpaid non-overtime wages, together with liquidated damages in an amount equal to the total amount of unpaid wages, plus, pursuant to Tex. Lab. Code Ann. §62.205, all costs and attorneys’ fees reasonably incurred in connection with this action, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 12**  
**VIOLATION OF TEXAS MINIMUM WAGE LAW**  
**(Texas State Subclass)**

145. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

146. Representative Plaintiffs and members of the proposed Texas State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed (as described in Paragraphs 58-71).

147. Defendants violated Texas Minimum Wage Act, Tex. Lab. Code Ann. §§62.001 *et seq.*, by knowingly and willfully employing Representative Plaintiffs and members of the proposed Texas State Subclass without paying them the minimum wage for each non-overtime hour worked (as described in Paragraphs 58-71 above).

148. WHEREFORE, pursuant to Tex. Lab. Code Ann. §62.201, Representative Plaintiffs and members of the proposed Texas State Subclass are entitled to an award of unpaid non-overtime wages, together with liquidated damages in an amount equal to the total amount of unpaid non-overtime wages, plus, pursuant to Tex. Lab. Code Ann. §62.205, all costs and attorneys' fees reasonably incurred in connection with this action, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 13**  
**FAILURE TO PAY WAGES FOR ALL HOURS WORKED**  
**IN VIOLATION OF UTAH PAYMENT OF WAGES ACT (“UPWA”)**  
**(Utah State Subclass)**

149. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

150. Representative Plaintiffs and members of the proposed Utah State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed as described in Paragraphs 58-71 above.

151. Defendants wrongfully withheld, diverted and/or refused to pay non-overtime wages due and owing, to Representative Plaintiffs and members of the proposed Utah State Subclass, in violation of Utah Payment of Wages Act, Utah Code Ann. §34-28-3, for non-overtime work performed as alleged herein and as described in Paragraphs 58-71 above.

152. As a direct and proximate result of Defendants' violations of Utah Code Ann. §34-28-3, and Defendants' failure to pay, decision to withhold, wages earned and due, Representative Plaintiffs and members of the proposed Utah State Subclass incurred damages including, but not limited to, loss of wages, costs and attorneys' fees.

153. WHEREFORE, Representative Plaintiffs and members of the proposed Utah State Subclass are entitled to an award of unpaid non-overtime wages, together with pre- and post-judgment interest, all costs and attorneys' fees reasonably incurred in connection with this action, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 14**  
**VIOLATION OF UTAH MINIMUM WAGE LAW**  
**(Utah State Subclass)**

154. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

155. Representative Plaintiffs and members of the proposed Utah State Subclass worked for the Defendants with the expectation of being compensated for non-overtime work performed (as described in Paragraphs 58-71).

156. Defendants violated Utah Minimum Wage Act, Utah Code Ann. §§34-40-101 *et seq.*, by knowingly and willfully employing Representative Plaintiffs and members of the proposed Utah State Subclass without paying Plaintiff the minimum wage for each non-overtime hour worked (as described in Paragraphs 58-71 above).

157. WHEREFORE, pursuant to Utah Code Ann. §34-40-205, Representative Plaintiffs and members of the proposed Utah State Subclass are entitled to an award of unpaid non-overtime wages together with pre- and post-judgment interest, plus all costs and attorneys' fees reasonably incurred in connection with this action, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 15**  
**BREACH OF EXPRESS CONTRACT**  
**(Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses)**

158. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

159. At time of hiring, the Defendants expressly made an offer, orally and/or in writing, to pay Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses, a specific rate of regular, non-overtime compensation for each hour of work performed.

160. Representative Plaintiffs and each member of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses performed work (and as consideration provided their labor and services) in acceptance of the offer made by Defendants.

161. Defendants benefited from the labor provided through off-the-clock work (as described in Paragraphs 58-71) performed by the Representative Plaintiffs and the members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses.

162. There was an express oral and/or written contract formed between the Defendants and the Representative Plaintiffs and the members of the proposed Florida, Illinois, Indiana, Ohio, South

Carolina, Texas, and Utah State Subclasses for payment of a specific hourly wage for each non-overtime hour worked.

163. Representative Plaintiffs and the members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses, are or were at will employees. A contract for payment of wages existed by the very nature of the employer-employee relationship.

164. Defendants failed to pay the agreed upon regular (non-overtime) wages for the off-the-clock work performed (as describe in Paragraphs 58-71 above) by Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses.

165. Defendants breached its contractual obligation to the Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses (pursuant to the practices and policies described above in Paragraphs 58-71) by failing to pay the full amount of agreed-upon non-overtime wages and compensation for each hour worked.

166. As a result of Defendants' breach of its contractual obligations, Representative Plaintiffs and each member of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses suffered damages because they performed work and were not paid the agreed-upon wages and other compensation for each non-overtime hour worked.

167. WHEREFORE, Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses request the full amount of unpaid non-overtime wages, plus pre- and post-judgment interest calculated from the date that

such wages were originally due, and any other relief that this Court finds reasonable equitable under the circumstances.

**COUNT 16**  
**BREACH OF IMPLIED CONTRACT**  
**(Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses)**

168. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

169. At the time of the hiring, Defendants promised to pay Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses, a specific rate of regular non-overtime compensation for each hour of work performed.

170. Representative Plaintiffs and each member of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses performed work (and as consideration and provided their labor and services) in reliance on Defendants' promise to pay a non-overtime wage for each hour of work performed.

171. Defendants benefited from the labor and services provided through off-the-clock work (as described in Paragraphs 58-71) performed by the Representative Plaintiffs and the members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses.

172. There was an implied contract formed between the Defendants and Representative Plaintiffs and the members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina,

Texas, and Utah State Subclasses for payment of a specific hourly wage for each non-overtime hour worked.

173. Defendants failed to pay the agreed upon regular wages for the off-the-clock work performed (as describe in Paragraphs 58-71 above) by Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses.

174. Representative Plaintiffs and the members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses, are or were at will employees. An implied contract for payment of wages existed by the very nature of the employer-employee relationship.

175. Defendants breached its contractual obligation to the Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses (pursuant to the practices and policies described above in Paragraphs 58-71) by failing to pay the full amount of promised non-overtime wages and compensation for each hour worked.

176. As a result of Defendants breach of its contractual obligations, Representative Plaintiffs and each member of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses suffered damages because they performed work and were not paid the agreed-upon wages and other compensation for each non-overtime hour worked.

177. WHEREFORE, Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses request the full amount of unpaid non-overtime wages, plus pre- and post-judgment interest, and any other relief that this Court finds reasonable and equitable under the circumstances.

**COUNT 17**  
**UNJUST ENRICHMENT**  
**(Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses)**

178. Representative Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs with the same force and effect as though fully set forth herein.

179. Representative Plaintiffs and the members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses conferred a substantial financial and monetary benefit on Defendants by performing the off-the-clock non-overtime work as described above in Paragraphs 58-71.

180. Defendants had knowledge of the uncompensated work performed by Representative Plaintiffs and members of the proposed Florida State Subclass, and in fact, knowingly permitted, encouraged and/or required that such work be performed.

181. Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses performed this off-the-clock work (as described in Paragraphs 58-71 above) with the expectation of receiving compensation and/or the fear of being disciplined or discharged for refusing to work as requested.

182. Defendants significantly benefited, financially and monetarily, by accepting the benefits of the labor of the Representative Plaintiffs and members of the proposed Florida State Subclass and withholding compensation for such labor.

183. It would be inequitable for the Defendants to retain the benefits and profits obtained from the work performed by Representative Plaintiffs and members of the proposed Florida, Illinois,

Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses without paying them for the work (as described in Paragraphs 58-71) they performed.

184. WHEREFORE, Representative Plaintiffs and members of the proposed Florida, Illinois, Indiana, Ohio, South Carolina, Texas, and Utah State Subclasses hereby state their equitable claim to an award for the full value of the uncompensated work they performed (as described above in Paragraphs 58-71), as well as pre- and post-judgment interest, and such other legal and equitable relief as the Court deems just and proper.

#### **PRAYER FOR RELIEF**

WHEREFORE, the Representative Plaintiffs, on behalf of themselves and members of the proposed FLSA Nationwide Class and State Subclasses, pray for judgment and the following specific relief against Defendants, TPUSA, Inc. and Teleperformance Group, Inc., as follows:

1. That the Court declare, adjudge and decree that this action is a proper class/collective action and certify the proposed FLSA Class and the State Subclasses under 29 U.S.C. §216 and FRCP Rule 23, respectively;
2. That this Court designate the Representative Plaintiffs as Class Representatives and their lawyers as Class Counsel;
3. That, at the earliest possible time, Representative Plaintiffs be allowed to give notice of this collective action, to all members of the proposed FLSA Nationwide Class and State Subclasses, with such notice informing them that this civil action has been filed, the nature of the action, and of their right to join this lawsuit;
4. Damages and restitution in an amount to be proven at trial;

5. Liquidated damages, pre-judgment and post-judgment interest, as provided by law;
6. An award to Representative Plaintiffs and members of the proposed FLSA Nationwide and State Subclasses of reasonable attorneys' fees and costs pursuant to the FLSA and State laws;
7. Appropriate equitable and injunctive relief to remedy Defendants' violations of the FLSA and the State Laws, including but not necessarily limited to an order enjoining Defendants from continuing its unlawful practices; and
8. All other relief as this Court may deem proper.

**TRIAL BY JURY DEMAND**

Representative Plaintiffs and the members of the proposed FLSA Nationwide Class and the proposed State Subclasses hereby demand trial by jury on all issues triable of right by jury.

Respectfully Submitted,

Dated: August 28, 2008

/s/Jesse S. Brar  
Jesse S. Brar  
Sharon L. Preston

*Attorneys for Plaintiffs*