

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

MIRANDA STEPHENSON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

INFORMATION PROVIDERS, INC.,
a Minnesota corporation,

Serve: Frederick C. Peters
33 10th Avenue, Suite 301
Hopkins, MN 55343

Defendant.

Case No. _____

COLLECTIVE ACTION

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, individually and on behalf of all others similarly situated, by and through her counsel, for her Complaint against Information Providers, Inc., (“Information Providers”) hereby states and alleges as follows:

1. Information Providers provides on-site audit services to insurance companies. Information Providers’ practice and policy is to deny wages and overtime pay to its Premium Auditors (“PAs”). The deliberate failure of Information Providers to pay its employees their earned wages and overtime compensation violates the Fair Labor Standards Act (“FLSA”).

2. Plaintiff was formerly employed as a PA by Information Providers. This lawsuit is brought as a collective action under the FLSA to recover unpaid wages owed to Plaintiff and all other similarly situated Information Providers employees nationwide.

JURISDICTION AND VENUE

3. The FLSA authorizes court actions by private parties to recover damages for violation of the FLSA's wage and hour provisions. Jurisdiction over Plaintiffs' FLSA claims is based on 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

4. Venue in this district is proper pursuant to 28 U.S.C. §§ 1391(b) and (c), because Information Providers resides in this district and a substantial part of the events and/or omissions giving rise to this claim occurred in this district.

PARTIES

5. Information Providers is a Minnesota corporation with its principal place of business in Hopkins, Minnesota. Information Providers does business in the State of Minnesota and nationwide.

6. Plaintiff is a resident of Columbia, Missouri. Plaintiff was employed by Information Providers as a PA from approximately May 2007 to April 2008. Plaintiff's Consent to Become a Party Plaintiff pursuant to 29 U.S.C. § 216(b) is attached hereto as Exhibit A.

GENERAL ALLEGATIONS

7. The principal job duty of PAs is to travel to businesses insured by insurance companies who are clients of Information Providers. Once at the site, the PAs conduct an audit of the insured's payroll and other business records. For example, PAs confirm and record the insured's number of employees, gross payroll, business organization, and the job classifications of the insured's employees.

8. To fulfill their job duties, PAs travel to the location of the businesses to be audited. PAs do not report to a centralized work location either before arriving at their

first work site or at the conclusion of their last site visit. In lieu of a physical office, Information Providers gives PAs tools that allow them to work from home, including a laptop computer.

9. Before leaving for their first audit of the day, PAs use their laptop computer to check work assignments and to review work-related email. Additionally, PAs are required to schedule their own audits, coordinate the rescheduling of audits, and perform other administrative functions associated with their work. This administrative work is often done in the morning before the PA leaves for her first audit.

10. PAs input audit data into their laptop during their on-site visit. The PA then completes the audit at home and submits an electronic report to Information Providers for each insured they visit during their workday. The report reflects the time that the PA visited a particular insured. Information Providers uses these reports to bill the client-insurance company. These reports are also used to calculate the PA's hourly pay.

11. To accomplish their quota of audits, Plaintiff and other PAs are required to drive to several businesses per day, which may be spread across metropolitan areas or large rural areas.

12. Even though Plaintiff and other PAs worked more than forty hours per week, Information Providers failed to pay Plaintiff and its other PA workers for all the time that they work.

13. PAs are instructed that they are not entitled to overtime compensation. Plaintiff and other PAs have been denied overtime compensation, even when they worked in excess of forty hours per week.

14. PAs do not sell or offer products to the businesses they visit nor do they negotiate the terms of the insurance policy at issue with the businesses being audited. PAs merely obtain the information necessary to ensure that the information provided by that insured to its insurance carrier is accurate.

15. Information Providers does not accurately record or keep the time PAs work, but instead only tracks the time PAs spend at the insured's facility.

16. PAs are commonly unable to complete their required quota of audits and satisfactorily perform their job duties without working in excess of forty hours per week. Information Providers knew or had reason to know that PAs worked overtime.

17. The net effect of Information Providers' policy and practice instituted and approved by company managers is that Information Providers willfully fails to pay overtime compensation and willfully fails to keep accurate time records to save payroll costs. Information Providers enjoys ill-gained profits at the expense of its employees.

COLLECTIVE ACTION ALLEGATIONS

18. Plaintiff brings this FLSA case as an "opt-in" collective action pursuant to 29 U.S.C. § 216(b).

19. Plaintiff, individually and on behalf of other similarly situated employees, seeks relief on a collective basis challenging, among other FLSA violations, Information Providers' practice of failing to accurately record all hours worked and failing to pay employees for all hours worked, including overtime compensation. The number and identity of other plaintiffs yet to opt-in and consent to be party plaintiffs may be determined from the records of Information Providers, and potential class members may easily and quickly be notified of the pendency of this action.

COUNT I
Violation of the Fair Labor Standards Act of 1938

20. Plaintiff reasserts and re-alleges the allegations set forth above.

21. At all times material herein, Plaintiff has been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201, et seq.

22. The FLSA regulates, among other things, the payment of overtime pay by employers whose employees are engaged in interstate commerce, or engaged in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. § 207(a)(1).

23. Information Providers is subject to the overtime pay requirements of the FLSA because it is an enterprise engaged in interstate commerce and its employees are engaged in commerce.

24. Information Providers violated the FLSA by failing to pay for overtime. In the course of perpetrating these unlawful practices, Information Providers has also willfully failed to keep accurate records of all hours worked by its employees.

25. Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts certain categories of employees from overtime pay obligations. None of the FLSA exemptions apply to Plaintiff or PAs.

26. Plaintiff and all similarly situated employees are victims of a uniform and company-wide compensation policy. This uniform policy, in violation of the FLSA, has been applied to all PAs employed by Information Providers. Upon information and belief, Information Providers has applied this uniform policy to all PAs nationwide.

27. Plaintiff and all similarly situated employees are entitled to damages equal to the mandated overtime premium pay within the three years preceding the filing of this Complaint, plus periods of equitable tolling, because Information Providers acted willfully and knew, or showed reckless disregard of the fact, that its conduct was prohibited by the FLSA.

28. Information Providers has acted neither in good faith nor with reasonable grounds to believe that its actions and omissions were not a violation of the FLSA, and as a result thereof, Plaintiff and other similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime pay described pursuant to Section 16(b) of the FLSA, codified at 29 U.S.C. § 216(b). Alternatively, should the Court find Information Providers did not act willfully in failing to pay overtime pay, Plaintiff and all similarly situated employees are entitled to an award of prejudgment interest at the applicable legal rate.

29. As a result of the aforesaid willful violations of the FLSA's overtime pay provisions, overtime compensation has been unlawfully withheld by Information Providers from Plaintiff and all similarly situated employees. Accordingly, Information Providers is liable pursuant to 29 U.S.C. § 216(b), together with an additional amount as liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees, and costs of this action.

WHEREFORE, Plaintiff, on behalf of herself and all similarly-situated employees, demands judgment against Information Providers and prays for: (1) compensatory damages; (2) liquidated damages; (3) attorneys' fees and costs as allowed by Section

16(b) of the FLSA; (4) pre-judgment and post-judgment interest as provided by law; and
(5) such other relief as the Court deems fair and equitable.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury of all issues triable by jury.

Respectfully submitted,

NICHOLS KASTER & ANDERSON, PLLP

Dated: 7/10/2008

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