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

RHONDA HARPER, on behalf of herself and all others similarly situated, Plaintiff, vs. **TPUSA, INC.** Defendant.	**COLLECTIVE ACTION COMPLAINT AND JURY DEMAND** Case No. 2:26-cv-697 District Judge ________

For her Collective Action Complaint ("Complaint") under the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. §§ 201–19, and the Family Medical Leave Act of 1993 ("FMLA"), 29 U.S.C. §§ 2601–54, against Defendant TPUSA, Inc. ("Defendant" or "TPUSA"), Plaintiff Rhonda Harper ("Ms. Harper" or "Plaintiff") states as follows:

INTRODUCTION

1. This is a collective action brought by Plaintiff, on behalf of herself and similarly situated remote Sales and Customer Services Representatives ("SCSR") who were employed by Defendant, to recover for TPUSA's willful violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201–19.

2. Plaintiff and those similarly situated were subjected to Defendant's policy and practice of failing to compensate its remote SCSR employees for their necessary pre-shift work, which resulted in the failure to properly compensate them as required under the FLSA.

3. Plaintiff and those similarly situated regularly worked more than 40 hours per workweek without receiving the proper overtime pay for all their overtime hours worked.

4. This collective action seeks to recover unpaid overtime compensation for Plaintiff, as well as for **all similarly situated current and former hourly employees who worked remotely for Defendant as SCSR employees (or in similar, hourly roles) and worked over 40 hours in at least one workweek during the three years prior to the filing of this lawsuit** ("Putative Collective").

5. Plaintiff also seeks to recover for TPUSA's violations of the FMLA during her employment.

6. Defendant interfered with Plaintiff's right to use intermittent medical leave as approved to attend one doctor's appointment and to use one full illness day per week, subject to the needs of her serious health conditions.

7. On several occasions, Plaintiff engaged in protected activity under the FMLA, and each time, she appropriately followed TPUSA's procedure to request and to utilize protected medical leave.

8. Plaintiff was terminated from her employment on March 24, 2026, a day after undergoing an emergency diagnostic medical procedure, despite obtaining the prerequisite approvals, and because she engaged in FMLA–protected activities.

JURISDICTION AND VENUE

9. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331, because Plaintiff's claims arise under the laws of the United States, namely the FLSA and FMLA.

10. This Court has personal jurisdiction over TPUSA; its principal office is in Utah.

11. Venue is proper in this Court under 28 U.S.C. § 1391(b). A substantial part of the events giving rise to this action occurred within this District.

PARTIES

12. Ms. Harper is an individual who currently resides in Clarksville, Tennessee.

13. TPUSA is a for-profit corporation organized under the laws of Delaware and registered to do business in Utah.

14. TPUSA's principal office address is located at 7533 S Center View Ct., Ste. 200, West Jordan, UT 84084.

15. TPUSA's registered agent for service of process in Utah is CT Corporation System, 1108 E South Union Ave., Midvale, UT 84047.

16. At all relevant times, Ms. Harper was an employee of TPUSA under the FLSA. 29 U.S.C. § 203(e)(1).

17. At all relevant times, TPUSA was Ms. Harper's employer under the FLSA. *Id.* § 203(d).

18. At all relevant times, the members of the Putative Collective were employees of TPUSA under the FLSA. *Id.* § 203(e)(1).

19. At all relevant times, TPUSA was the employer of the members of the Putative Collective under the FLSA. *Id.* § 203(d).

20. At all relevant times, TPUSA was and is an enterprise engaged in commerce or in the production of goods for commerce under the FLSA; it has employees engaged in commerce or in the production of goods for commerce, including but not limited to transacting business via interstate telephone calls or the Internet for a digital business service company specializing in outsourced omnichannel customer experience management. *Id.* § 203(s)(1)(A)(i).

21. TPUSA's annual gross volume of business exceeds $500,000. *Id*. § 203(s)(1)(A)(ii).

22. At all relevant times, TPUSA was a covered employer subject to the FMLA, as it employs 50 or more full-time employees. 29 C.F.R. § 825.104.

23. At all relevant times, Plaintiff was an eligible employee under the FMLA. 29 U.S.C. § 2611. Plaintiff worked for TPUSA for more than a year and worked the required number of hours to be an eligible employee.

FACTS

24. TPUSA provides digital business services for companies specializing in outsourced omnichannel customer experience management, including but not limited to customer care, technical support, sales, content moderation, back-office processing, AI-enabled analytics, and healthcare support.

25. Ms. Harper worked for TPUSA as an hourly, remote SCSR from approximately August 2024 until approximately March 2026.

26. In their roles as hourly, remote SCSRs for TPUSA, Plaintiff and the Putative Collective members primarily provided customer services for Defendant's customers.

FLSA Claims

27. Ms. Harper's job duties as an hourly, remote SCSR for TPUSA, as well as the job duties of the Putative Collective members, included but were not limited to responsibility for all customer inquiries and questions, troubleshooting equipment and system problems, and entering data from customers into various software programs.

28. Ms. Harper and the Putative Collective members did not perform their work from a TPUSA office location; instead, Plaintiff and the members of the Putative Collection worked remotely, for example from their homes.

29. Ms. Harper and other similarly situated employees often worked over 40 hours per workweek for TPUSA.

30. Defendant knew that Plaintiff and the Putative Collective members regularly worked more than 40 hours per workweek during their employment.

31. Defendant did not pay Plaintiff and the Putative Collective members overtime compensation for all hours worked over 40 in a workweek at 1.5 times their regular rates of pay.

32. Plaintiff and the Putative Collective members were directed to log into the computer and launch necessary applications to ensure they were ready to take their first call at their scheduled shift start time.

33. This pre-shift procedure, which consists of compensable work under the FLSA, regularly took between 10 and 15 minutes per shift, or even longer if technical issues arose.

34. Only after they completed TPUSA's pre-shift procedures were Plaintiff and the members of the Putative Collective allowed to clock-in to Defendant's timekeeping system.

35. TPUSA did not compensate Plaintiff and the Putative Collective members for the compensable working time they spent on Defendant's pre-shift procedures.

36. Defendant's failure to compensate Ms. Harper and the Putative Collective members for all hours worked, including all hours worked over 40 in a workweek at 1.5 times their regular rates of pay, violates the FLSA.

37. The Putative Collective of similarly situated workers is: **All hourly employees who worked for TPUSA as remote Sales and Customer Services Representatives (or in similar, hourly roles) and worked over 40 hours in at least one workweek during the three years prior to the filing of this lawsuit.**

38. The Putative Collective members are readily identifiable in Defendant's business records.

FMLA Claims

39. Additionally, Plaintiff has a history of serious chronic illnesses.

40. In approximately September of 2025, Plaintiff filed a request for intermittent leave under the FMLA with TPUSA's human resources ("HR") department.

41. The period of the approved intermittent leave under the FMLA was from September 8, 2025, until September 7, 2026.

42. The intermittent leave under the FMLA approved by Defendant was one day of leave per week, meaning eight hours, for illness due to disability episodes and one day of leave per week, meaning eight hours, for medical appointments.

43. Beginning in September 2025, Plaintiff began utilizing her approved intermittent leave under the FMLA, with no issues from management and no adverse effect on her job performance.

44. On January 1, 2026, Plaintiff was notified that she was going to be transferred to the field support department for a different TPUSA customer.

45. On February 25, 2026, Plaintiff officially began her new assignment.

46. Plaintiff was to attend two weeks of training from 7:00 a.m. to 4:30 p.m.; she was then to assume working a second-shift schedule from 2:00 p.m. to 11:00 p.m.

47. As she was finishing her training, Plaintiff began to schedule her necessary medical appointments to fit her new work schedule.

48. Unexpectedly, TPUSA informed the trainees that the department was overstaffed, and they would be reassigned to a different department.

49. Plaintiff's new assignment would be with an adjacent department.

50. TPUSA informed Plaintiff that this transition would be temporary, as she would receive a third temporary assignment starting on April 20, 2026.

51. On short notice, Plaintiff began her second temporary assignment on March 11, 2026.

52. As part of her reassignment, Plaintiff was required to participate in additional training taught by a different trainer, David Polanco ("Polanco").

53. Plaintiff was to attend approximately two or more weeks of training from 7:00 a.m. to 4:30 p.m.

54. After her training was completed, Plaintiff was set to work a second-shift schedule from 2:00 p.m. to 11:00 p.m.

55. Plaintiff's second-shift schedule intentionally differed from standard business hours to accommodate her medical needs by permitting her to schedule and to attend doctors' appointments in the morning.

56. Unfortunately, the need to repeat the training schedule conflicted with her previously scheduled appointments.

57. Plaintiff timely notified Polanco of the conflict, telling him that she had a medical appointment at a location an hour away on Wednesday, March 25, 2026, at 8:00 a.m., and that she would begin working that day after she returned from her appointment.

58. Polanco responded to being put on notice of her need to go to a medical appointment by telling Plaintiff that missing more than four hours of her training would result in her separation from employment with TPUSA, despite her approved intermittent FMLA leave.

59. Plaintiff responded by informing Polanco that her absence would be covered under the approved FMLA leave.

60. On Friday, March 20, 2026, Plaintiff informed Polanco that her previously scheduled Wednesday appointment had to be rescheduled to Monday, March 23, 2026, due to an emergency procedure, specifically a bone marrow biopsy, needed to determine whether she has cancer.

61. Plaintiff further informed Polanco that should would do her best to attend the training class on Monday after her biopsy so that she would not miss too much training.

62. Additionally, Plaintiff preemptively submitted a leave request through ADP for eight hours on Monday, March 23, 2026.

63. On March 23, 2026, during the bone marrow biopsy procedure, Plaintiff unfortunately had to have an additional emergency procedure.

64. This unforeseen medical emergency prevented Plaintiff from being able to clock in for the entire day on March 23.

65. Later in the evening on March 23, Polanco called Plaintiff to ask for an explanation. Plaintiff thoroughly explained the situation to Polanco.

66. On March 24, 2026, Plaintiff attempted to log into TPUSA's timekeeping system but could not.

67. Polanco asked Plaintiff to join a chat room and asked if Plaintiff had received his instant message.

68. The instant message informed Plaintiff that Defendant had terminated her employment for allegedly “no communication” and for missing training, and it claimed that there was no option for her to make up the missed training session.

69. Plaintiff disputed this assertion by stating that she utilized the proper channels by communicating to Polanco in advance the nature of her medical emergency through instant messages and providing the reference number for the call-out.

70. Polanco disputed Plaintiff’s statement by stating that Plaintiff said she would attend the training.

71. Plaintiff immediately contacted TPUSA HR and her supervisor, Jennifer Lambert, to complain that her termination was carried out over instant messenger for an FMLA-protected reason, despite properly notifying the trainer of her approved intermittent leave under the FMLA and the nature of the medical emergency that caused Plaintiff to miss work.

72. Plaintiff received no response from the Defendant.

73. Plaintiff immediately lost all her health insurance benefits that she relied on to treat her serious health conditions while facing a potential cancer diagnosis.

COUNT I
Failure to Pay Overtime
29 U.S.C. § 207

74. Plaintiff incorporates by reference the allegations in paragraphs 12–38 of this Complaint.

75. Plaintiff and the Putative Collective members are non-exempt employees entitled to be paid overtime compensation at 1.5 times their regular hourly rates of pay for all hours worked over 40 in a workweek.

76. TPUSA employed Plaintiff and the Putative Collective members for workweeks longer than 40 hours and failed to compensate them for all the time worked over 40 hours per week at a rate of at least 1.5 times their regular rate of pay.

77. TPUSA's violations of the FLSA were willful.

78. TPUSA's willful FLSA violations extend the statute of limitations from two years to three years.

79. TPUSA has failed to make a good-faith effort to comply with the FLSA regarding payment of overtime compensation to Plaintiff and the Putative Collective.

80. As a result of TPUSA's violations of the FLSA, Plaintiff and the Putative Collective members suffered and continue to suffer damages, namely failing to receive overtime compensation earned during their employment.

81. In addition to unpaid overtime compensation, TPUSA owes to Plaintiff and the Putative Collective members liquidated damages in an amount equal to their unpaid overtime.

82. Plaintiff and the members of the Putative Collective are entitled to recovery of their attorneys' fees and costs.

COUNT II
FMLA Interference
29 U.S.C § 2615(a)(1)

83. Plaintiff incorporates by reference the allegations in paragraphs 12–23 and 39–73 of this Complaint.

84. Under the FMLA, it is unlawful for an employer to interfere with, restrain, or deny exercise of an employee's right to take FMLA leave.

85. Plaintiff was an eligible employee, as she has been employed by TPUSA since 2024 and had worked the requisite number of hours.

86. Defendant was an employer as defined under FMLA.

87. On September 8, 2025, TPUSA approved Plaintiff's request for a year of intermittent FMLA leave.

88. Plaintiff provided Defendant with early notice of her emergency medical procedure and her need to utilize protected medical leave.

89. Defendant interfered with, restrained, and denied Plaintiff's exercise of her rights under FMLA by, among other things, reassigning Plaintiff to participate in training outside of the second-shift schedule, which would interfere with her ability to address her serious health conditions and attend her previously scheduled medical appointments.

90. Defendant discouraged Plaintiff from using her leave and prioritizing returning to training over a medical emergency.

91. Defendant denied accommodating Plaintiff's circumstances, refusing to allow her to make up the training that she missed due to her absence on approved medical leave.

92. As a result of TPUSA's violation of the FMLA, Plaintiff suffered damages, namely lost compensation, health insurance, and out-of-pocket expenses for health care.

93. In addition to back pay, TPUSA owes Plaintiff liquidated damages in an amount equal to her economic damages.

94. Plaintiff is entitled to recovery of her attorneys' fees and costs.

COUNT III
FMLA Retaliation
29 U.S.C § 2615(a)(2)

95. Plaintiff incorporates by reference the allegations in paragraphs 12–23 and 39–73 of this Complaint.

96. Under the FMLA, it is unlawful for an employer to retaliate against an employee for taking FMLA leave.

97. Plaintiff engaged in protected activities under FMLA by, among other things, requesting leave for her serious medical condition that required an emergency medical procedure.

98. Defendant subjected Plaintiff to adverse employment actions, including but not limited to the termination of her employment.

99. TPUSA's adverse employment actions were directly connected to and caused by Plaintiff's FMLA–protected activities.

100. As a result of TPUSA's violation of the FMLA, Plaintiff suffered damages, namely lost compensation, health insurance, and out of pocket expenses for health care.

101. In addition to back pay, TPUSA owes Plaintiff liquidated damages in an amount equal to her economic damages.

102. Plaintiff is entitled to recovery of her attorneys' fees and costs.

JURY DEMAND

Plaintiff demands a jury trial.

PRAYER FOR RELIEF

Based on the foregoing, Plaintiff prays for the following relief from this Court:

A. Issuing process against the Defendant and requiring it to answer within the period provided by law;

B. Requiring Defendant to provide Plaintiff the names, addresses, phone numbers, and email addresses for the Putative Collective members;

C. Permitting Plaintiff to issue notice of this collective action to the Putative Collective members;

D. Giving the Putative Collective members the opportunity to join this collective action by filing written consents;

E. Awarding damages to Plaintiff under the FLSA in the amount of her unpaid overtime compensation, plus an equal amount of liquidated damages;

F. Awarding damages to all Putative Collective members who join this collective action under the FLSA in the amounts of their unpaid overtime compensation, plus equal amounts of liquidated damages;

G. Awarding damages to Plaintiff under the FMLA in the amount of her lost back wages, health insurance, and out-of-pocket medical expenses, plus an equal amount in liquidated damages.

H. Requiring Defendant to pay all attorney's fees Plaintiff and the Putative Collective members incur to bring and to maintain this collective action under the FLSA;

I. Requiring Defendant to pay all attorneys' fees Plaintiff incurs to bring and to maintain her FMLA claims;

J. Requiring Defendant to pay the costs and expenses of this action;

K. Requiring Defendant to pay pre-judgment and post-judgment interest as provided by law; and

L. Granting Plaintiff and the Putative Collective members such other, further, and general relief to which they may be entitled.

Date: July 24, 2026

Respectfully submitted,

/s/ *Charles P. Yezbak, III* *
Charles P. Yezbak, III (TN BPR #018965)
/s/ *Melody Fowler-Green* *
Melody Fowler-Green (TN BPR #23266)
/s/ *N. Chase Teeples* *
N. Chase Teeples (TN BPR #032400)
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* Pro hac vice applications forthcoming