

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS

MIGUEL APONTE and AMADO CORREA, on behalf of themselves and all similarly situated individuals,

DEFENDANTS

Comprehensive Health Management, Inc., a Foreign Corporation

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Andrew Frisch, Esq., Morgan & Morgan, P.A., 6824 Griffin Road, Davie, FL 33314, (954) 318-0268

ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

29 U.S.C. 216(b); Actions for unpaid wages and/or minimum wage violations

Has this or a similar case been previously filed in SDNY at any time? No? ☐ Yes? ☒ Judge Previously Assigned Judge P. Kevin Castel

If yes, was this case Vol ☒ Invol. ☐ Dismissed. No ☐ Yes ☒ If yes, give date 7/27/2009 & Case No. 1:08-cv-06519-PKC

(PLACE AN [X] IN ONE BOX ONLY)

NATURE OF SUIT

ACTIONS UNDER STATUTES

TORTS		FORFEITURE/PENALTY		BANKRUPTCY		OTHER STATUTES	
CONTRACT		PERSONAL INJURY		PERSONAL INJURY		PERSONAL INJURY	
<input type="checkbox"/> 110 INSURANCE	<input type="checkbox"/> 310 AIRPLANE	<input type="checkbox"/> 362 PERSONAL INJURY -	<input type="checkbox"/> 610 AGRICULTURE	<input type="checkbox"/> 422 APPEAL	<input type="checkbox"/> 400 STATE		
<input type="checkbox"/> 120 MARINE	<input type="checkbox"/> 315 AIRPLANE PRODUCT	<input type="checkbox"/> 365 PERSONAL INJURY	<input type="checkbox"/> 620 OTHER FOOD &	<input type="checkbox"/> 423 WITHDRAWAL	<input type="checkbox"/> 410 ANTITRUST		
<input type="checkbox"/> 130 MILLER ACT	<input type="checkbox"/> 320 ASSAULT, LIBEL &	<input type="checkbox"/> 368 ASBESTOS PERSONAL	<input type="checkbox"/> 625 DRUG RELATED	<input type="checkbox"/> 430 BANKS & BANKING	<input type="checkbox"/> 430 BANKS & BANKING		
<input type="checkbox"/> 140 NEGOTIABLE	<input type="checkbox"/> 320 ASSAULT, LIBEL &	<input type="checkbox"/> 368 ASBESTOS PERSONAL	<input type="checkbox"/> 630 LIQUOR LAWS	<input type="checkbox"/> 440 DEPORTATION	<input type="checkbox"/> 440 DEPORTATION		
<input type="checkbox"/> 150 RECOVERY OF	<input type="checkbox"/> 330 FEDERAL EMPLOYERS'	<input type="checkbox"/> 370 OTHER FRAUD	<input type="checkbox"/> 640 RR & TRUCK	<input type="checkbox"/> 450 RACKETEER INFLU-	<input type="checkbox"/> 450 RACKETEER INFLU-		
<input type="checkbox"/> 152 RECOVERY OF	<input type="checkbox"/> 340 MARINE LIABILITY	<input type="checkbox"/> 371 TRUTH IN LENDING	<input type="checkbox"/> 650 AIRLINE REGS	<input type="checkbox"/> 460 ENCED & CORRUPT	<input type="checkbox"/> 460 ENCED & CORRUPT		
<input type="checkbox"/> 153 RECOVERY OF	<input type="checkbox"/> 345 MARINE PRODUCT	<input type="checkbox"/> 380 OTHER PERSONAL	<input type="checkbox"/> 660 OCCUPATIONAL	<input type="checkbox"/> 470 ORGANIZATION ACT	<input type="checkbox"/> 470 ORGANIZATION ACT		
<input type="checkbox"/> 154 RECOVERY OF	<input type="checkbox"/> 350 MOTOR VEHICLE	<input type="checkbox"/> 385 PROPERTY DAMAGE	<input type="checkbox"/> 690 OTHER	<input type="checkbox"/> 480 CONSUMER CREDIT	<input type="checkbox"/> 480 CONSUMER CREDIT		
<input type="checkbox"/> 155 RECOVERY OF	<input type="checkbox"/> 355 MOTOR VEHICLE	<input type="checkbox"/> 385 PROPERTY DAMAGE		<input type="checkbox"/> 490 CABLE/SATELLITE TV	<input type="checkbox"/> 490 CABLE/SATELLITE TV		
<input type="checkbox"/> 156 RECOVERY OF	<input type="checkbox"/> 360 OTHER PERSONAL	<input type="checkbox"/> 385 PROPERTY DAMAGE		<input type="checkbox"/> 510 SELECTIVE SERVICE	<input type="checkbox"/> 510 SELECTIVE SERVICE		
<input type="checkbox"/> 157 RECOVERY OF	<input type="checkbox"/> 360 OTHER PERSONAL	<input type="checkbox"/> 385 PROPERTY DAMAGE		<input type="checkbox"/> 520 SECURITIES/	<input type="checkbox"/> 520 SECURITIES/		
<input type="checkbox"/> 158 RECOVERY OF	<input type="checkbox"/> 360 OTHER PERSONAL	<input type="checkbox"/> 385 PROPERTY DAMAGE		<input type="checkbox"/> 530 COMMODITIES/	<input type="checkbox"/> 530 COMMODITIES/		
<input type="checkbox"/> 159 RECOVERY OF	<input type="checkbox"/> 360 OTHER PERSONAL	<input type="checkbox"/> 385 PROPERTY DAMAGE		<input type="checkbox"/> 540 EXCHANGE	<input type="checkbox"/> 540 EXCHANGE		
<input type="checkbox"/> 160 STOCKHOLDERS SUITS	<input type="checkbox"/> 360 OTHER PERSONAL	<input type="checkbox"/> 385 PROPERTY DAMAGE		<input type="checkbox"/> 550 CUSTOMER	<input type="checkbox"/> 550 CUSTOMER		
<input type="checkbox"/> 161 OTHER CONTRACT	<input type="checkbox"/> 360 OTHER PERSONAL	<input type="checkbox"/> 385 PROPERTY DAMAGE		<input type="checkbox"/> 560 CHALLENGE	<input type="checkbox"/> 560 CHALLENGE		
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MIGUEL APONTE and AMADO
CORREA, on behalf of themselves
and all similarly situated individuals,

Plaintiffs,

v.

CASE NO.:

COMPREHENSIVE HEALTH
MANAGEMENT, INC., a Foreign Profit
Corporation,

Defendant. /

**NATIONWIDE COLLECTIVE/CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL**

Plaintiffs, MIGUEL APONTE (“Aponte”) and AMADO CORREA (“Correa”)(collectively “Plaintiffs”), on behalf of themselves and other “Benefits Consultant” employees and former employees similarly situated, by and through undersigned counsel, file this Complaint against Defendant, COMPREHENSIVE HEALTH MANAGEMENT, INC. (“Comprehensive” or “Defendant”) and state as follows:

NATURE OF THE ACTION

1. Plaintiffs allege on behalf of themselves and other similarly situated current and former “Benefits Consultant” employees of the Defendant, who elect to opt into this action, pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 216(b), that they are: (i) entitled to unpaid wages from Defendant for overtime work for which they did not receive overtime premium pay, as required by law, (ii) entitled to liquidated damages pursuant to the FLSA, 29 U.S.C. §§201 et seq; and (iii) declaratory relief pursuant to 28 U.S.C. §2201.

2. Plaintiffs further complain on behalf of themselves, and a class of other similarly

situated current and former “Benefits Consultant” employees of the Defendant, pursuant to Fed.R.Civ.P.23, that they are entitled to back wages from Defendant for overtime work for which they did not receive overtime premium pay as required by the New York Labor Law §§ 650 et seq. (“NYLL”) and the supporting New York State Department of Labor regulations.

JURISDICTION

3. Jurisdiction in this Court is proper as the claims are brought pursuant to the Fair Labor Standards Act, as amended (29 U.S.C. §201, et seq., hereinafter called the “FLSA”) to recover unpaid back wages, an additional equal amount as liquidated damages, obtain declaratory relief, and reasonable attorney’s fees and costs.

4. The jurisdiction of the Court over this controversy is based upon 29 U.S.C. §216(b).

5. This Court has the authority to grant declaratory relief pursuant to the FLSA and the Federal Declaratory Judgment Act (“DJA”), 28 U.S.C. §§ 2201-02.

PARTIES

6. At all times material hereto, Plaintiff, Aponte, was a resident of Bronx, New York.

7. Further at all times material hereto, Plaintiff, Aponte, was a “Benefits Consultant” and performed related activities for Defendant in Bronx County and New York County, New York, among other counties.

7. At all times material hereto, Plaintiff, Correa, was a resident of Bronx, New York. Further, At all times material hereto, Plaintiff, Aponte, was a “Benefits Consultant” and performed related activities for Defendant in Bronx County and New York County, New York among other counties.

8. At all times material hereto Defendant was, and continues to be a Foreign Profit

corporation. Further, at all times material hereto, Defendant was, and continues to be, engaged in business in New York, with a place of business in Bronx and New York County, New York.

COVERAGE

9. At all times material hereto (2007 to the present), Plaintiffs were Defendant's "employee" within the meaning of FLSA.

10. At all times material hereto, Defendant was Plaintiffs' "employer" within the meaning of FLSA.

11. Defendant was, and continues to be, an "employer" within the meaning of FLSA.

12. At all times material hereto, Defendant was, and continues to be, "an enterprise engaged in commerce" within the meaning of FLSA.

13. At all times material hereto, Defendant was, and continues to be, an enterprise engaged in the "production of goods for commerce" within the meaning of the FLSA.

14. At all times material hereto, each Defendant was, and continues to be, an enterprise engaged in the "production of good for commerce" within the meaning of the FLSA.

15. Based upon information and belief, the annual gross revenue of Defendant was in excess of \$500,000.00 per annum during the relevant time periods.

16. At all times material hereto, Defendant had two (2) or more employees handling, selling, or otherwise working on goods or materials that had been moved in or produced for commerce.

17. At all times hereto, Plaintiffs were "engaged in commerce" and subject to individual coverage of the FLSA.

18. At all times hereto, Plaintiffs were engaged in the "production of goods for commerce" and subject to the individual coverage of the FLSA.

STATEMENT OF FACTS

19. Defendant provides managed care services exclusively for government-sponsored healthcare programs, focusing on Medicaid and Medicare services to various customers worldwide.

20. Plaintiffs Aponte and Correa were employed by Defendant as “Benefits Consultants.”

21. Plaintiff, Aponte, worked in this capacity from approximately May 2008 through March 2009.

22. Plaintiff, Correa, worked in this capacity from approximately May 2007 through May 2009.

23. Plaintiffs were paid an annual salary paid week in exchange for work performed.

24. In addition, Plaintiffs earned additional compensation based on the number of people that ultimately enrolled in Defendant’s health care plans.

25. Plaintiffs, and those similarly situated to them, routinely worked in excess of forty (40) hours per week as part of their regular job duties.

26. Despite working more than forty (40) hours per week, Defendant failed to pay Plaintiffs, and those similarly situated to them, overtime compensation at a rate of time and a half their regular rate of pay for hours worked over forty in a workweek.

27. Defendant has employed and is employing hundreds of other individuals as “Benefits Consultants” who performed and continue to perform the same or similar job duties under the same pay provision as Plaintiffs and the class members nationwide.

28. Defendants have violated Title 29 U.S.C. §207 and the NYLL from May 2004 and continuing to date, in that:

a. Plaintiffs worked in excess of forty (40) hours per week for the period of

employment with Defendant;

- b. No payments, and provisions for payment, have been made by Defendant to properly compensate Plaintiffs at the statutory rate of one and one-half times Plaintiff's regular rate for those hours worked in excess of forty (40) hours per work week as provided by the FLSA and the NYLL; and
- c. Defendants have failed to maintain proper time records as mandated by the FLSA and the NYLL.

29. Plaintiffs have retained the law firm of MORGAN & MORGAN, P.A. to represent Plaintiffs in the litigation and has agreed to pay the firm a reasonable fee for its services.

COLLECTIVE ACTION ALLEGATIONS

30. Plaintiffs and the class members were all "Benefits Consultants" and performed the same or similar job duties as one another in that they provided promotional services for Defendant.

31. Further, Plaintiffs and the class members were subjected to the same pay provisions in that they were paid a salary, plus additional compensation, but not compensated at time-and-one-half for all hours worked in excess of 40 hours in a workweek. Thus, the class members are owed overtime wages for the same reasons as Plaintiffs.

32. Defendant's failure to compensate employees for hours worked in excess of 40 hours in a workweek as required by the FLSA results from a policy or practice of failure to assure that "Benefits Consultants" are/were paid for overtime hours worked based on the Defendant's erroneous misclassification of its "Benefits Consultant" employees as exempt from overtime.

33. This policy or practice was applicable to Plaintiffs and the class members. Application of this policy or practice does/did not depend on the personal circumstances of Plaintiffs or those joining this lawsuit. Rather, the same policy or practice which resulted in the

non-payment of overtime to Plaintiffs applies to all class members. Accordingly, the class members are properly defined as:

All “Benefits Consultants” who worked for Defendant nationwide within the last three years who were not compensated at time-and-one-half for all hours worked in excess of 40 hours in one or more workweeks

34. Defendant knowingly, willfully, or with reckless disregard carried out its illegal pattern or practice of failing to pay overtime compensation with respect to Plaintiffs and the class members.

35. Defendant did not act in good faith or reliance upon any of the following in formulating its pay practices: (a) case law, (b) the FLSA, 29 U.S.C. § 201, *et seq.*, (c) Department of Labor Wage & Hour Opinion Letters or (d) the Code of Federal Regulations.

36. During the relevant period, Defendant violated § 7(a)(1) and § 15(a)(2), by employing employees in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA as aforesaid, for one or more workweeks without compensating such employees for their work at a rate of at least the time-and-one-half for all hours worked in excess of 40 hours in a work week.

37. Defendant has acted willfully in failing to pay Plaintiffs and the class members in accordance with the law.

38. Defendant has failed to maintain accurate records of Plaintiffs’ and the class members’ work hours in accordance with the law.

CLASS ALLEGATIONS

39. Plaintiffs sue on their own behalf and on behalf of a class of persons under Rules 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure.

40. Plaintiffs brings their New York Labor Law claim on behalf of all persons who were

employed by Defendants at any time since May, 2004, to the entry of judgment in this case (the "Class Period"), who were non-exempt employees within the meaning of the New York Labor Law and have not been paid for hours actually worked as well as overtime wages as required in violation of the New York Labor Law (the "Class").

41. The persons in the Class identified above are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, and the facts on which the calculation of that number are presently within the sole control of the Defendant, upon information and belief, there are hundreds of members of the Class during the Class Period.

42. The claims of Plaintiff are typical of the claims of the Class, and a class action is superior to other available methods of fair and efficient adjudication of the controversy - - particularly in the context of wage and hour litigation where individual plaintiffs lack the financial resources to vigorously prosecute a lawsuit in federal court against corporate defendants.

43. The Defendant has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

44. Plaintiffs are committed to pursuing this action and has retained competent counsel experienced in employment law and class action litigation.

45. Plaintiffs have the same interests in this matter as all other members of the class and Plaintiffs' claims are typical of the Class.

46. There are questions of law and fact common to the Class which predominate over any questions solely affecting the individual members of the Class, including but not limited to:

- a. whether the Defendant employed the members of the Class within the meaning of the NYLL;

- b. whether the Defendant failed to keep true and accurate time records for all hours worked by Plaintiffs and members of the Class;
- c. what proof of hours worked is sufficient where employers fail in their duty to maintain time records;
- d. whether Defendant failed and/or refused to pay the members of the Class premium pay for hours worked in excess of forty hours per workweek within the meaning of the NYLL;
- e. whether the Defendant is liable for all damages claimed hereunder, including but not limited to, costs, disbursements and attorney's fees; and
- f. whether the Defendant should be enjoined from such violations of the New York Labor Law in the future.

COUNT I
VIOLATION OF 29 U.S.C. §207 OVERTIME COMPENSATION

47. Plaintiffs reallege and reaver paragraphs 1 through 40 of the Complaint as if fully set forth herein.

48. From at least May 2007 and continuing through May 2010, Plaintiffs worked in excess of the forty (40) hours per week for which Plaintiffs were not compensated at the statutory rate of one and one-half times Plaintiffs' regular rate of pay.

49. Plaintiffs were, and are entitled to be paid at the statutory rate of one and one-half times Plaintiffs' regular rate of pay for those hours worked in excess of forty (40) hours.

50. At all times material hereto, Defendant failed, and continues to fail, to maintain proper time records as mandated by the FLSA.

51. To date, Defendant continues to fail its "Benefits Consultant" employees their FLSA mandated overtime pay, despite their recognition that their position is non-exempt and

entitled to same.

52. Defendant's actions in this regard were/are willful and/or showed/show reckless disregard for the provisions of the FLSA as evidenced by its continued failure to compensate Plaintiffs at the statutory rate of one and one-half times Plaintiffs' regular rate of pay for the hours worked in excess of forty (40) hours per weeks when they knew, or should have known, such was, and is due.

53. Defendants have failed to properly disclose or apprise Plaintiffs of Plaintiffs' rights under the FLSA.

54. Due to the intentional, willful, and unlawful acts of Defendant, Plaintiffs suffered and continue to suffer damages and lost compensation for time worked over forty (40) hours per week, plus liquidated damages.

55. Plaintiffs are entitled to an award of reasonable attorney's fees and costs pursuant to 29 U.S.C. §216(b).

COUNT II
VIOLATION OF THE NEW YORK LABOR LAW

56. Plaintiff, on behalf of himself and the members of the Class, reallege and incorporate by reference paragraphs 1 through 30 as if they were set forth again herein.

57. At all relevant times, Plaintiff and the members of the Class were employed by the Defendants within the meaning of the New York Labor Law §§ 2 and 651.

58. Defendants willfully violated Plaintiff's rights and the rights of the members of the Class, by failing to pay them proper compensation for all hours worked each workweek, as well as for overtime compensation at rates no less than one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek, in violation of the New York Labor Law and its regulation.

59. The Defendants' New York Labor Law violations have caused Plaintiff, and the members of the Class, irreparable harm for which there is no adequate remedy at law.

60. Due to the Defendants' New York Labor Law violations, Plaintiff and the members of the Class are entitled to recover from Defendants their unpaid wages, overtime compensation, reasonable attorneys' fees and costs and disbursements of the action pursuant to New York Labor Law § 663(1).

PRAYER FOR RELIEF

Wherefore, Plaintiffs on behalf of themselves and all other similarly situated Collective Action Members and members of the Class, respectfully requests that this Court grant the following relief:

- a. Certification of this action as a class action pursuant to Fed. R. Civ. P. 23(b)(2) and (3) on behalf of the members of the Class and appointing Plaintiff and his counsel to represent the Class;
- b. Designation of this action as a collective action on behalf of the Collective Action Members and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of an FLSA Opt-In Class, appraising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. §216(b) and appointing Plaintiff and his counsel to represent the Collective Action members;
- c. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and the New York Labor Law;
- d. An injunction against the Defendants and its officers, agents, successors, employees, representatives and any and all persons in concert with it, as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein;

- e. An award of unpaid wages and overtime compensation due under the FLSA and the New York Labor Law;
- f. An award of liquidated and/or punitive damages as a result of the Defendants' willful failure to pay wages and overtime compensation pursuant to 29 U.S.C § 216;
- g. An award of prejudgment and post judgment interest;
- h. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and
- i. Such other and further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, plaintiff demands a trial by jury on all questions of fact raised by the complaint.

Dated: June 10, 2010

Respectfully submitted,

MORGAN & MORGAN
6824 Griffin Road
Davie, Fl 33314
Tel: 954-318-0268
Fax: 954-333-3515
E-Mail: afrisch@forthepeople.com


ANDREW FRISCH
FL Bar No.: 27777

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- ☒ 1 Original Proceeding ☐ 2a. Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from (Specify District) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judge Judgment
- ☐ 2b. Removed from State Court AND at least one party is pro se.

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

IF DIVERSITY, INDICATE CITIZENSHIP BELOW. (28 USC 1322, 1441)

- ☐ 1 U.S. PLAINTIFF ☐ 2 U.S. DEFENDANT ☒ 3 FEDERAL QUESTION (U.S. NOT A PARTY) ☐ 4 DIVERSITY

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF DEF <input checked="" type="checkbox"/> <input type="checkbox"/>	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF DEF <input type="checkbox"/> <input type="checkbox"/>	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF DEF <input type="checkbox"/> <input checked="" type="checkbox"/>
CITIZEN OF ANOTHER STATE	<input type="checkbox"/> <input type="checkbox"/>	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	<input type="checkbox"/> <input type="checkbox"/>	FOREIGN NATION	<input type="checkbox"/> <input type="checkbox"/>

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Miguel Aponte
526 Tinton Ave., # 3D
Bronx, NY 10455
New York County

Amado Correa
1700 Crotona Park E, Apt 4L
Bronx, NY 10460

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

Comprehensive Health Management, Inc.
8735 Henderson Road
Tampa FL 33634
Hillsborough County

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ MANHATTAN
(DO NOT check either box if this a PRISONER PETITION.)

DATE 6/10/10 SIGNATURE OF ATTORNEY OF RECORD
RECEIPT #

ADMITTED TO PRACTICE IN THIS DISTRICT
☐ NO
☒ YES (DATE ADMITTED Mo. 3 Yr. 2008)
Attorney Bar Code # AFS709

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

Ruby J. Krajick, Clerk of Court by _____ Deputy Clerk, DATED _____

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

UNITED STATES DISTRICT COURT

for the

Southern District of New York

MIGUEL APONTE and AMADO CORREA, on behalf
of themselves and those similarly situated,

Plaintiff

v.

Comprehensive Health Management, Inc., a Foreign
Profit Corporation

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Comprehensive Health Management, Inc.
C/O C T CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NEW YORK, 10011

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Andrew Frisch, Esq.
MORGAN & MORGAN
6824 Griffin Road
Davie, FL 33314
Tel: 954-318-0268

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk