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10 **PLAINTIFF AND CLASS MEMBERS**

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

TERRI HAYFORD, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

NATIONSTAR MORTGAGE, LLC,  
and AEROTEK, INC.

Defendants.

No.:

**PLAINTIFF'S COLLECTIVE ACTION  
COMPLAINT**

**(JURY TRIAL REQUESTED)**

1 Plaintiff, Terri Hayford, individually and on behalf of all other persons similarly  
2 situated, known and unknown, through her attorneys, complains against Defendants  
3 Nationstar Mortgage, LLC (“Defendant”) and Aerotek, Inc. (“Aerotek”) (collectively,  
4 “Defendants”), as follows:

5  
6 **NATURE OF PLAINTIFF’S CLAIMS**

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

10 2. Defendants employ the telephone-based workers who are the putative class  
11 members in this lawsuit.

12 3. Defendants knowingly required and/or permitted Plaintiff, who worked as  
13 a telephone-dedicated employee in the position of Loan Counselor and other similarly  
14 situated telephone-dedicated employees to perform unpaid work before and after the start  
15 and end times of their shifts, including but not limited to booting up computers, initializing  
16 several software programs, reading company issued emails and instructions, and  
17 completing customer service calls.

18 4. In addition, Defendants were aware that Plaintiff and those similarly situated  
19 to her also performed work for Defendants on their break periods, including meal breaks, for  
20 which they were not paid. The work that Plaintiff and similarly situated employees  
21 performed during break periods includes, but is not limited to, finishing customer service  
22 calls, logging back into the phone system, re-booting their computers and initializing software  
23 programs.

24 5. The amount of uncompensated time Plaintiff and those similarly situated to  
25 her spend or have spent on these required and unpaid work activities averages  
26 approximately fifteen minutes per day per person.  
27  
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1 6. Defendants' conduct violates the FLSA, which requires non-exempt  
2 employees to be compensated for their overtime work at a rate of one and one-half times  
3 their regular rate of pay. *See* 29 U.S.C. § 207(a).

4 7. Plaintiff brings her FLSA overtime claims as a collective action pursuant to 29  
5 U.S.C. § 216(b) on behalf of telephone-dedicated employees who worked for Defendants  
6 throughout the country at call centers owned by Nationstar Mortgage, LLC ("Nationstar").  
7

### 8 JURISDICTION AND VENUE

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

11 9. Venue is proper in this Court as the illegal conduct alleged herein occurred  
12 in this district.  
13

### 14 THE PARTIES

15 10. Plaintiff Terri Hayford is an individual who Defendants employed from  
16 approximately April 2015 to November 2015 as an hourly, non-exempt Loan Counselor  
17 in a call center Nationstar operates located at 2501 South Price Road in Chandler, Arizona.  
18 Initially, Aerotek placed Plaintiff to work in the call center as a temporary employee where  
19 she labored under the control and supervision of Nationstar. In July of 2015, Plaintiff  
20 became a direct employee of Nationstar. Plaintiff Hayford resides in and is domiciled  
21 within this judicial district.  
22

23 11. Nationstar has become one of the largest and fastest growing mortgage  
24 servicers in the United States with a servicing portfolio of \$453 billion and approximately  
25 2.7 million customers. Nationstar offers servicing, origination, and transaction-based real  
26 estate services its customers, including: homeowners, home buyers, home sellers,  
27 investors, and other real estate market participants. Nationstar operates the telephone call  
28 center on Price Road in Chandler, Arizona and, upon information and belief, elsewhere,

1 where telephone-dedicated hourly employees handle phone calls regarding residential  
2 mortgage service inquiries, among other things. Nationstar directly employs Loan  
3 Counselors at its call centers.

4 12. Nationstar is a for profit Delaware limited liability company qualified to do  
5 business in Arizona. Nationstar may be served at 2338 W. Royal Palm Road, Suite J,  
6 Phoenix, Arizona 85021, care of Corporation Service Company, Nationstar's registered  
7 agent in Arizona.

8 13. Defendant Aerotek is a for profit Maryland corporation qualified to do  
9 business in Arizona. Aerotek may be served at 2338 W. Royal Palm Road, Suite J,  
10 Phoenix, Arizona 85021, care of Corporation Service Company, Nationstar's registered  
11 agent in Arizona.

12 14. Aerotek works with companies, including Nationstar, that require large  
13 volume work forces. Aerotek has employees and managers who work onsite at these  
14 companies, including at Nationstar work sites where Plaintiff and the putative class  
15 members worked. Aerotek employees and managers assist and help manage a company's  
16 telephone-dedicated staffing needs and manage recruitment, selection, training, planning,  
17 retention and management reporting of those phone-based employees.

18 15. During the class period, Aerotek provided Nationstar with staffing and in-  
19 house services related to the human resources processes, from worker recruitment and  
20 selection to introduction, planning and management of workers, including of the Plaintiff  
21 and similarly situated employees.

22 16. Defendants employed Plaintiff and other similarly situated persons as  
23 "employees," as that term is defined by Section 3(e) of the FLSA, 29 U.S.C. § 203(e).

24 17. At all material times, Defendant have been an enterprise in commerce or in  
25 the production of goods for commerce within the meaning of 3(s)(1) of the FLSA because  
26 it has had employees engaged in commerce. 29 U.S.C. § 203(s)(1).  
27  
28

1 18. Furthermore, Defendants have had, and continue to have, an annual gross  
2 business volume in excess of \$500,000.

3 19. At all relevant times, Defendants were an “employer” of Plaintiff and other  
4 similarly situated persons, as that term is defined by Section 203(d) of the FLSA, 29 U.S.C.  
5 § 203(d).

6 20. At all material times, Plaintiff and FLSA Class Members were individual  
7 employees who engaged in commerce or in the production of goods for commerce as  
8 required by 29 USC § 206-207.

9 21. Further, at all material times, Defendants have operated as a “single  
10 enterprise” within the meaning of 3(r)(1) of the FLSA. 29 U.S.C. § 203(r)(1). That is,  
11 Defendants perform related activities through unified operation and common control for a  
12 common business purpose. *See Brennan v. Arnheim and Neely, Inc.*, 410 U.S. 512, 515  
13 (1973); *Chao v. A-One Med. Servs., Inc.*, 346 F.3d 908, 914–15 (9th Cir. 2003).

14  
15 **FACTUAL ALLEGATIONS**

16 **A. *Defendants’ Practice of Requiring and/or Permitting Telephone-Based***  
17 ***Hourly Employees to Work Before the Start of Their Scheduled Shift Time***

18 22. Nationstar operates and has operated “call centers” in Arizona and across the  
19 nation where telephone-dedicated employees similar to Plaintiff handle phone calls  
20 regarding residential mortgage services offered by Nationstar to its customers.

21 23. Nationstar and Aerotek have an agreement to share the services of Plaintiff  
22 and similarly situated telephone-based employees.  
23

24 24. Nationstar and Aerotek earn revenue and profits from the services of Plaintiff  
25 and other similarly situated telephone-dedicated employees.  
26

27 25. Prior to starting work on the call center floor, Plaintiff and other similarly  
28

1 situated telephone-based employees were and are interviewed by employees and managers  
2 of Nationstar.

3  
4 26. Nationstar and Aerotek had the power to hire and fire Plaintiff and other  
5 persons similarly situated, with Nationstar having ultimate approval as to whether a person  
6 works in its call centers.

7  
8 27. For workers placed at Nationstar's call centers via Aerotek, both Nationstar  
9 and Aerotek supervised and controlled the work schedule of Plaintiff and other similarly  
10 situated persons.

11  
12 28. For workers placed at Nationstar's call centers via Aerotek, Nationstar and  
13 Aerotek jointly determined the rate of pay for Plaintiff other similarly situated persons.

14  
15 29. For Plaintiff and certain of the workers placed at Nationstar's call centers via  
16 Aerotek, Aerotek issued paychecks unless and until the workers became direct employees  
17 of Nationstar, and both Defendants were involved in determining the actual amount of  
18 compensation paid by the paycheck.

19  
20 30. At the Nationstar call center where Plaintiff Hayford worked, Nationstar and  
21 Aerotek had managers on the floor of the call center during the workday, managing the  
22 work activities of the Plaintiff and other similarly situated persons.

23  
24 31. Nationstar and Aerotek jointly and collectively monitored, controlled and  
25 directed the work activities of Plaintiff and other similarly situated persons, including the  
26 unpaid work at issue.

27  
28

1           32. Defendants do not allow telephone-based employees to use Nationstar's  
2 phones and computers for any personal use. Additionally, Defendants generally prohibit  
3 and do not allow telephone-based employees to use their own personal cell phones on the  
4 call center floor. Under Defendants' policies and practices, telephone-based employees  
5 are required to store their personal cell phones during the work day and can generally only  
6 use them on breaks and off the call center floor.  
7  
8

9           33. At the Nationstar call center where Plaintiff worked, Nationstar and  
10 Aerotek's managers on the call center floor could and did regularly see with their own eyes  
11 that Plaintiff and similarly situated telephone-based employees arrived at their work  
12 stations before the start of their scheduled shift time, logged into Nationstar's computers,  
13 and began working on their computers prior to the start of their scheduled shift time.  
14

15           34. Despite seeing and knowing that Plaintiff and similarly situated telephone-  
16 based employees performed work at their work stations prior to their scheduled shift time  
17 start, Defendants and their managers on the floor of the call center did not make any effort  
18 to stop or otherwise disallow this pre-shift work and instead allowed and permitted it to  
19 happen.  
20  
21

22           35. Defendants possess, control and/or have access to information and electronic  
23 data that shows the times Plaintiff and similarly situated telephone-based employees logged  
24 into their computers each day and the time they logged into their telephone systems.  
25

26           36. By possessing, controlling and/or accessing this information, Defendants  
27 knew that Plaintiff and similarly situated telephone-based employees worked prior to the  
28

1 start of their scheduled shift time.

2 37. Despite having this information and knowing that Plaintiff and similarly  
3 situated telephone-based employees logged into their computers, initialized necessary  
4 software programs, and read company issued emails and instructions prior to the start of  
5 their scheduled shift time, Defendants did not make any effort to stop or otherwise disallow  
6 this pre-shift work and instead allowed and permitted it to happen.  
7

8  
9 38. Defendants knowingly required and/or permitted Plaintiff and those similarly  
10 situated to her to perform unpaid work before and after the start and end times of their  
11 shifts, including but not limited to booting up computers, initializing several software  
12 programs, and reading company issued emails and instructions prior to the start of their  
13 scheduled shift time, and completing customer service calls, closing down the software  
14 programs, and logging off the system after the end of their scheduled shift times.  
15

16  
17 39. In addition, by having managers on the call center floor and having access to  
18 the electronic data, among other things, Defendants were aware that Plaintiff and those  
19 similarly situated to her also performed work for Defendants on their break periods, for which  
20 they were not paid. The work that Plaintiff and similarly situated employees performed  
21 during break periods includes, but is not limited to, finishing customer service calls,  
22 logging back into the phone system, re-booting their computers and initializing software  
23 programs.  
24

25  
26 40. The amount of uncompensated time Plaintiff and those similarly situated to  
27 her spend or have spent on these required and unpaid work activities averages  
28



1 approximately fifteen minutes per day per person.

2 41. Defendants monitored and directed the work activities of Plaintiff and other  
3 similarly situated persons, including the unpaid work at issue.  
4

5 ***B. Defendants Knew of and Assented to the Pre-Shift Work***

6 42. Defendants' policy and practice permits and/or requires telephone-based  
7 employees to be logged into their phones by the employee's scheduled start time.  
8

9 43. In order to be logged into Nationstar's telephone systems, Defendants  
10 required and/or permitted Plaintiff and similarly situated telephone-based employees to  
11 arrive at their work station prior to their scheduled shift time and boot up computers,  
12 initialize several software programs, and read company emails and instructions.  
13

14 44. Defendants' policy and practice disciplines telephone-based employees if  
15 they are not logged into their phones and ready to handle calls by the start of their scheduled  
16 shift time.  
17

18 45. This policy and practice of Defendants results in telephone-based employees,  
19 including the Plaintiff, to boot up their computers, initialize several software programs  
20 and/or read company emails and instructions prior to their start of their scheduled shift  
21 time.  
22

23 46. As set forth herein, via their policies and practices and through their own  
24 telephone and computer systems, Defendants knew and were aware that the telephone-  
25 based employees performed work prior to the start of their scheduled shift.  
26  
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1 47. Defendants did not instruct Plaintiff and similarly situated telephone-based  
2 employees to not log into their computers or telephones, or to not read company emails  
3 prior to the start of their scheduled shift time. Rather, Defendants required, permitted  
4 and/or allowed Plaintiff and the putative class members to work prior to their scheduled  
5 shift time.  
6

7 48. By knowing of, permitting and/or requiring Plaintiff and similarly situated  
8 telephone-based employees to log into their computers, initialize their various software  
9 programs and/or read company email and instructions prior to the start of their scheduled  
10 shift time, Defendants assented to them performing this work.  
11  
12

13 ***C. Defendants' Failure to Pay Overtime Wages to Their Telephone-Based***  
14 ***Hourly Employees***

15 49. Defendants determined the rate of pay for Plaintiff other similarly situated  
16 persons.  
17

18 50. Plaintiff's rate of pay when working for Defendant Aerotek was \$14.00 per  
19 hour.  
20

21 51. When Plaintiff became a direct employee of Defendant Nationstar in  
22 approximately July 2015, her rate of pay became approximately \$15.38 per hour.  
23 Plaintiff's job duties and responsibilities did not change when she became a direct  
24 employee of Nationstar. The day after Plaintiff became a direct employee of Nationstar  
25 she worked at the same desk using the same computer, telephone and software programs.  
26 Furthermore, there were no changes in the way she performed her work, the same  
27  
28

1 performance metrics applied and her direct supervisor did not change.

2 52. During nearly every workweek from approximately April 2015 to  
3 approximately November 2015, Plaintiff generally was scheduled to and did work at least  
4 40 hours a week based on a schedule of working 5 days per week.  
5

6 53. Plaintiff typically worked an average of fifteen minutes without pay each  
7 day.  
8

9 54. Because Plaintiff typically worked at least forty hours during each workweek  
10 that she was employed by Defendants, all of the time that she was required or permitted to  
11 work without pay constitutes unpaid overtime wages.  
12

13 55. Plaintiff is owed an average of 1.25 hours of unpaid overtime wages for each  
14 week that she worked for Defendants.

15 56. Nationstar's managers reviewed and approved the daily work times of  
16 Plaintiff and other similarly situated persons prior to both Defendants approving paychecks  
17 before they were issued.  
18

19 57. Defendants supervised and controlled the work schedule of Plaintiff and  
20 other similarly situated persons by setting the work schedules of those persons and  
21 requiring them to be at their work stations and ready to handle calls at the start of their  
22 scheduled shift time.  
23

24 58. Both Defendants determined the actual amount of compensation paid to  
25 Plaintiff and similarly situated persons.  
26  
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1           59. Plaintiff and those employees similarly situated are individuals who were, or  
2 are, employed by Defendants in customer service, sales, and similar positions at  
3 Nationstar's call centers who were not paid for some or all of their work activities prior to  
4 the beginning of their shifts, during meal and rest breaks, or after the end of their shifts.  
5

6           60. When Plaintiff and similarly situated telephone-dedicated employees are at  
7 work at Nationstar's call centers, there is no way to tell the difference between direct  
8 hires of Nationstar and other telephone-dedicated workers who are placed at the call  
9 center through Aerotek.  
10

11           61. Plaintiff and the other employees are similarly situated to one another  
12 because their duties consisted primarily of providing services related to handling phone calls  
13 regarding residential mortgage services offered by Nationstar to its customers while  
14 working in Nationstar's call centers. Plaintiff and others similarly situated all shared similar  
15 policies, job titles, job descriptions, training, job duties and compensation, among other  
16 things.  
17

18           62. Plaintiff and the other employees are also similar because Defendants did not  
19 pay them for all time they actually worked. Defendants knowingly required Plaintiff and the  
20 similarly situated individuals to perform unpaid work before and after their scheduled  
21 shifts, including but not limited to booting-up computers, initializing several software  
22 programs, reading company emails and instructions, and completing customer service  
23 calls. Additionally, Defendants were aware that Plaintiff and those similarly situated to  
24 her also performed work for Defendants on their break periods, for which they were not paid.  
25  
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1           63. The net effect of Defendants' policies and practices, instituted and approved  
2 by company managers, is that Defendants willfully failed to pay regular and overtime  
3 compensation to Plaintiff and others similarly situated, and willfully failed to keep accurate  
4 time records to save payroll costs. Defendants thus enjoyed ill-gained profits at the expense  
5 of their hourly employees.  
6

7           64. Plaintiff and others similarly situated at times work or worked in excess of  
8 forty hours per week for Defendants in a given workweek.  
9

10           65. Defendants' policy and practice of requiring and/or permitting their  
11 employees, including Plaintiff and other non-exempt, hourly employees, to perform work  
12 without pay for such work performed, violates Section 6 of the FLSA, 29 U.S.C. § 206.  
13

14           66. Defendants' policy and practice of requiring their employees to perform  
15 work without pay in many instances has caused and continues to cause Plaintiff and certain  
16 other similarly situated hourly employees to work in excess of forty hours per week,  
17 without being properly compensated at a wage of 1.5 times their respective hourly rate for  
18 such work performed, as required by Section 7 of the FLSA, 29 U.S.C. § 207.  
19

20           67. Defendants' failure to compensate their non-exempt, hourly call center  
21 employees with the full amount of the applicable regular wage or overtime wage has caused  
22 Plaintiff and other similarly situated non-exempt call center employees to suffer harm.  
23

24           68. Defendants' non-exempt, call center hourly employees are entitled to  
25 compensation for all time they worked without pay in any given workweek.  
26  
27  
28

**COLLECTIVE ACTION ALLEGATIONS**

1  
2           69. Plaintiff brings Count I of this Complaint as a collective action on behalf of  
3 herself and all other current and former hourly employees of Defendants who Defendants  
4 required to perform the work described herein without pay at any time during the three  
5 years prior to the commencement of the action to present at call centers owned by  
6 Nationstar.  
7  
8

9           70. Plaintiff has actual knowledge that FLSA Class Members have been denied  
10 overtime pay for hours worked over forty hours per workweek. That is, Plaintiff worked  
11 with other telephone dedicated employees who worked at the Nationstar call center. As  
12 such, she has first-hand personal knowledge that the same pay violations occurred to other  
13 class members. Furthermore, other telephone dedicated employees at Nationstar call  
14 centers have shared with her similar pay violation experiences as those described in this  
15 complaint.  
16  
17

18           71. Other employees similarly situated to Plaintiff work or have worked at  
19 Nationstar call centers, but were not paid overtime at the rate of one and one-half their  
20 regular rate when those hours exceeded forty hours per workweek.  
21

22           72. Although Defendants permitted and/or required the FLSA Class Members to  
23 work in excess of forty hours per workweek, Defendants have denied them full  
24 compensation for their hours worked over forty. Defendants have also denied them full  
25 compensation at the federally mandated minimum wage rate.  
26  
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1           73. FLSA Class Members perform or have performed the same or similar work  
2 as Plaintiff.

3           74. FLSA Class Members regularly work or have worked in excess of forty hours  
4 during a workweek.

5           75. FLSA Class Members are not exempt from receiving overtime pay at the  
6 federally mandated wage rate under the FLSA.

7           76. As such, FLSA Class Members are similar to Plaintiff in terms of job duties,  
8 pay structure, and the denial of overtime and wages.

9           77. Defendants' failure to pay the overtime compensation wage rate required by  
10 the FLSA results from generally applicable policies or practices, and does not depend on  
11 the personal circumstances of the FLSA Class Members.

12           78. The experiences of Plaintiff, with respect to her pay, are typical of the  
13 experiences of the FLSA Class Members.

14           79. The specific job titles or precise job responsibilities of each FLSA Class  
15 Member do not prevent collective treatment.

16           80. All FLSA Class Members, irrespective of their particular job requirements,  
17 are entitled to overtime compensation for hours worked in excess of forty during a  
18 workweek.

19           81. Although the exact amount of damages may vary among FLSA Class  
20 Members, the damages for the FLSA Class Members can be easily calculated by a simple  
21 formula. The claims of all FLSA Class Members arise from a common nucleus of facts.  
22  
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1 Liability is based on a systematic course of wrongful conduct by Defendants that caused  
2 harm to all FLSA Class Members.

3  
4 82. As such, Plaintiff brings her FLSA overtime claim as a collective action on  
5 behalf of the following class, and Plaintiff's Counsel seek to send notice of this lawsuit to  
6 the following described persons:

7  
8 All persons who worked for Defendants as telephone dedicated  
9 employees, however titled, who were compensated, in part or  
10 in full, on an hourly basis at Nationstar call centers at any time  
11 between December 20, 2013 and the present who did not  
receive the full amount of overtime wages earned and owed to  
them.

12 83. There are questions of law or fact common to the employees described in  
13 paragraph 82.

14  
15 84. Plaintiff is similarly situated to the employees described in paragraph 82, as  
16 Plaintiff's claims are typical of the claims of those persons.

17 85. Plaintiff's claims or defenses are typical of the claims or defenses of the  
18 persons described in paragraph 82.

19  
20 86. This is not a collusive or friendly action. Plaintiff has retained counsel  
21 experienced in complex employment litigation, and Plaintiff and her counsel will fairly and  
22 adequately protect the interests of the persons described in paragraph 82.

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

26 88. At all relevant times, Defendants employed Plaintiff and the persons  
27 described in paragraph 82.  
28



1 89. At all relevant times, Defendants paid Plaintiff and the persons described in  
2 paragraph 82 to work.

3  
4 90. At all relevant times, Defendants have been an “employer” of Plaintiff and  
5 the persons described in paragraph 82, as the term “employer” is defined by Section 3(d)  
6 of the FLSA, 29 U.S.C. § 203(d).

7  
8 91. At all relevant times, Plaintiff and the persons described in paragraph 82 have  
9 been “employees” of Defendants as defined by Section 3(e) of the FLSA, 29 U.S.C. §  
10 203(e).

11  
12 **COUNT I – FLSA**  
13 **(Failure to Pay Overtime Wages)**

14  
15 92. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 91  
16 as paragraph 92 of this Count I.

17 93. Plaintiff, individually and on behalf and the members of the class described  
18 in paragraph 82, asserts claims for unpaid overtime pursuant to the FLSA.

19  
20 94. At any and all times relevant hereto, Defendants were an “enterprise engaged  
21 in commerce” within the meaning of Section 3(s) of the FLSA, 29 U.S.C. § 203(s).

22 95. At any and all times relevant hereto, Defendants were an “employer” of the  
23 Plaintiff and the members of the class described in paragraph 82 within the meaning of  
24 Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

25  
26 96. At any and all times relevant hereto, Plaintiff and the members of the class  
27 described in paragraph 82 were “employees” of Defendants as defined by Section 3(e) of  
28

1 the FLSA, 29 U.S.C. § 203(e).

2 97. Plaintiff and the members of the class described in paragraph 82 were not  
3 paid for all time worked in excess of 40 hours in a week during the applicable statutory  
4 time period, in violation of the maximum hours provisions of the FLSA, 29 U.S.C. § 207.

5 98. At all times relevant hereto, Defendants' failure to pay Plaintiff and the  
6 members of the class described in paragraph 82 premium pay for all time worked over 40  
7 hours in a week was willful in that, among other things:  
8

- 9
- 10 a. Defendants knew that the FLSA required them to pay time and one-  
11 half for all time worked over 40 hours in a week;
  - 12 b. Defendants failed to maintain true and accurate time records; and
  - 13 c. Defendants encouraged Plaintiff and other similarly situated  
14 employees to not record all time worked.

15 99. As a direct and proximate result thereof, Plaintiff and the members of the  
16 class described in paragraph 82 are due unpaid back wages and liquidated damages,  
17 pursuant to 29 U.S.C. § 216.  
18

19 **DAMAGES SOUGHT**

20 100. Plaintiff and the FLSA Class Members are entitled to recover compensation  
21 for the hours they worked for which they were not paid at the federally mandated overtime  
22 wage rate.  
23

24 101. Plaintiff and the FLSA Class Members are also entitled to an amount equal  
25 to all of their unpaid wages as liquidated damages. 29 U.S.C. § 216(b).  
26  
27  
28

1           102. Plaintiff and FLSA Class Members are entitled to recover their attorneys'  
2 fees and costs as required by the FLSA. 29 U.S.C. § 216(b).

3           WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,  
4 by and through her attorneys, demands judgment against Defendants and in favor of  
5 Plaintiff and all others similarly situated, for a sum that will properly, adequately and  
6 completely compensate them for the nature, extent and duration of their damages, the costs  
7 of this action and as follows:  
8

9  
10           A. Conditionally certify the class described in paragraph 82, and grant Plaintiff's  
11 counsel leave to send notice of this lawsuit to the members of the class and allow  
12 them the opportunity to opt-in as party plaintiffs pursuant to Section 16 of the FLSA,  
13 29 U.S.C. § 216;

14           B. Declare and find that the Defendants committed one or more of the following acts:

- 15           i.       Violated provisions of the FLSA for Plaintiff and all persons who opt-in as  
16 party plaintiffs; and  
17           ii.      Willfully violated provisions of the FLSA for Plaintiff and all persons who  
18 opt-in as party plaintiffs.

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

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

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

24           F. Grant leave to amend to add claims under applicable state and federal laws to  
25 conform with the proofs at trial;  
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G. Grant leave to add additional plaintiffs by motion or any other method approved by the Court to conform with the proofs at trial; and

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

DATED this 20<sup>th</sup> day of December 2016

**LAW OFFICE OF JAMES X. BORMES, P.C.**

s/ James X. Bormes  
(*pro hac vice* admission pending)  
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Attorney for Plaintiff

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

## Civil Cover Sheet

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

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

**Plaintiff**     **Terri Hayford**  
(s):

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

**Defendant**     **Nationstar Mortgage, LLC**  
(s):

County of Residence: Maricopa

Plaintiff's Atty(s):

**Michelle Ray Matheson , Attorney**  
**Matheson & Matheson, PLC**  
**15300 N 90th St, Ste 550**  
**Scottsdale, Arizona 85260**  
**480-889-8951**

Defendant's Atty(s):

II. Basis of Jurisdiction:

**3. Federal Question (U.S. not a party)**

III. Citizenship of Principal Parties  
(Diversity Cases Only)

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

IV. Origin :

**1. Original Proceeding**

V. Nature of Suit:

**710 Fair Labor Standards Act**

VI. Cause of Action:

**29 U.S.C. § 201-219 Overtime Wage Claim**

VII. Requested in Complaint

Class Action: **Yes**  
Dollar Demand:  
Jury Demand: **Yes**

VIII. This case is not related to another case.

**Signature: /s Michelle R Matheson**

**Date: 12/20/2016**

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

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Nationstar, Aerotek Call Center Employee Files FLSA Suit](#)

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