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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT**

**DISTRICT OF ARIZONA**

Colin Thornley, individually and on behalf of  
others similarly situated,

Plaintiff,

vs.

JPMorgan Chase & Co, a Delaware  
corporation,

Defendant.

Case No.:

**COLLECTIVE ACTION COMPLAINT**

Plaintiff, Colin Thornley, individually and on behalf of all similarly situated employees (“Plaintiff and all similarly situated employees”), on behalf of himself and other employees and former employees similarly situated (“Plaintiff and all similarly situated employees and all similarly situated former employees”), for their Complaint against Defendant JPMorgan Chase & Co. (“Defendant”) allege as follows:

**NATURE OF THE CASE**

1. The Fair Labor Standards Act ("FLSA") is designed to eliminate "labor conditions detrimental to the maintenance of the minimum standard of living necessary for health, efficiency and general well-being of workers" 29 U.S.C. § 202(a). To achieve its goals,

1 the FLSA sets minimum wage and overtime pay requirements for covered employers. 29  
2 U.S.C. §§ 206(a) & 207(a).

3 2. Employers must compensate employees for all work that employers permit  
4 employees to perform. See 29 C.F.R. § 785.11. In such cases, it is the responsibility of  
5 employers' management to ensure that work is not performed if management does not desire  
6 for such work to be performed. 29 C.F.R. § 785.13. Employers may not accept the benefits of  
7 employees performing work without compensating the employees for their work. *Id.*

8 3. Plaintiff and all similarly situated employees bring this action against Defendant  
9 for unlawful failure to pay overtime wages in direct violation of the Fair Labor Standards Act,  
10 29 U.S.C. § 201 *et seq.* ("FLSA") and specifically the overtime provision of the Act found at  
11 §207(a).

12 4. For at least three (3) years prior to the filing of this action, Plaintiff worked at  
13 least one to ten (1-10) hours in excess of forty (40) hours per week and was not paid time and a  
14 half.

15 5. For at least three (3) years prior to the filing of this action, Defendant had a  
16 consistent policy and practice of not paying certain non-exempt employees any overtime  
17 wages.

18 6. Plaintiff and all similarly situated employees seek to recover unpaid overtime  
19 compensation, overpayment of employment tax compensation, and an equal amount of  
20 liquidated damages, including interest thereon, statutory penalties, attorneys' fees and costs  
21 pursuant to 29 U.S.C. §216(b).

22 **JURISDICTION AND VENUE**

23 7. This Court has jurisdiction over the subject matter and the parties hereto pursuant  
24 to 29 U.S.C. § 216(b), and 28 U.S.C. § 1331.



1 Defendant.

2 18. Defendant gave training and specific instructions on how Client Service  
3 Associates were to perform their duties.

4 19. Defendant scheduled Client Service Associates to work specific hours.

5 20. Defendant expected Client Service Associates to work more than their scheduled  
6 hours on the weekends if necessary to complete their tasks.

7 21. Defendant never paid Client Service Associates for any hours worked in excess  
8 of 40 hours per week.

9 22. Defendant had authority to set the wages of Plaintiff and all other similarly  
10 situated employees.

11 23. Defendant suffered and permitted Plaintiff and all other similarly situated  
12 employees to work.

13 24. Defendant suffered and permitted Plaintiff and all other similarly situated  
14 employees to work for Defendant without properly compensating Plaintiff and all other  
15 similarly situated employees for all their time spent working.

16 25. Defendant had complete control over the manner in which Plaintiff and all other  
17 similarly situated employees would complete their work. Plaintiff and all other similarly  
18 situated employees followed Defendant's specific requirements for the performance of their  
19 work.

20 26. Defendant had the complete authority to exercise complete control with respect  
21 to all details of the employment relationship between the parties.

22 27. Plaintiff was hired by Defendant as a Client Service Associate on May 27, 2014.

23 28. Plaintiff was compensated with a salary of \$65,250 per year.

24 29. Plaintiff and all similarly situated employees were classified as non-exempt  
25

1 employees from the date of hire until February 2, 2016 when all Client Services Associates  
2 were switched to exempt employees.

3 30. Plaintiff and all similarly situated employees were not managers.

4 31. Plaintiff and all similarly situated employees did not have the authority to hire or  
5 fire other employees.

6 32. Plaintiff and all similarly situated employees did not exercise discretion and  
7 independent judgment with respect to matters of significance.

8 33. Until August 19, 2016, Defendant failed to properly compensate Plaintiff and all  
9 similarly situated employees for any of their overtime hours. During this time, Plaintiff and all  
10 similarly situated employees were regularly worked approximately 41-50 hours per week.

11 34. Upon information and belief, the records concerning the number of hours worked  
12 and amounts paid to Plaintiff and all similarly situated employees are in the possession and  
13 custody of Defendant.

14 35. Defendant's failure and/or refusal to properly compensate Plaintiff and all  
15 similarly situated employees at the rates and amounts required by the FLSA were/was willful.

16 36. At all relevant times, Plaintiff and all similarly situated employees were  
17 "employees" of Defendant, as defined by 29 U.S.C. §203(e)(1).

18 37. The provisions set forth in 29 U.S.C § 206 and § 207, respectively, of the FLSA  
19 apply to Defendant.

20 38. At all relevant times, Defendant were and continue to be an employer as defined  
21 in 29 U.S.C. § 203(d).

22 39. At all times material to this action, each of Defendant was and continues to be an  
23 "enterprise engaged in commerce or in the production of goods for commerce" as defined by  
24 29 U.S.C. § 203(s)(1).

25



1 benefit from the issuance of Court Supervised Notice of the present lawsuit and the opportunity  
2 to join the present lawsuit.

3 49. The similarly situated employees are approximately 10,000 present and former  
4 employees who have the same job description as Plaintiff and perform the same or similar job  
5 functions.

6 50. Those similarly situated employees are known to Defendant and are readily  
7 identifiable and locatable through Defendant's records. Specifically, all current employees and  
8 former employees of Defendant who have been employed with Defendant in the roles of Client  
9 Services Associate would benefit from Court Supervised Notice and the opportunity to join the  
10 present lawsuit and should be so notified.

11 51. As a result of Defendant's violations of the FLSA, Plaintiff and all similarly  
12 situated employees have suffered damages by failing to receive compensation in accordance  
13 with § 207 of the FLSA.

14 52. Under 20 U.S.C. §216 Defendant is liable to Plaintiff and all similarly situated  
15 employees for an amount equal to one and one-half times their regular pay rate for each hour  
16 of overtime worked per week.

17 53. In addition to the amount of unpaid wages owed to Plaintiff and all similarly  
18 situated employees are also entitled to recover an additional equal amount as liquidated  
19 damages pursuant to 29 U.S.C. § 216(b).

20 54. Defendant's actions in failing to compensate Plaintiff and all similarly situated  
21 employees, in violation of the FLSA, were willful.

22 55. Defendant has not made a good faith effort to comply with the FLSA.

23 56. Plaintiff is also entitled to an award of attorneys' fees pursuant to 29 U.S.C. §  
24 216(b).

1           WHEREFORE, Plaintiff respectfully requests that judgment be entered in his favor  
2 against Defendant:

- 3           a. Awarding Plaintiff and all similarly situated employees overtime  
4           compensation in the amount due to him for all of Plaintiff's and all similarly  
5           situated employees' time worked in excess of forty (40) hours per work week  
6           at an amount equal to one and one-half times Plaintiff's and all similarly  
7           situated employees 's regular rate while at work with Defendant;
- 8           b. Awarding Plaintiff and all similarly situated employees liquidated damages  
9           in an amount equal to the overtime award;
- 10          c. Awarding Plaintiff and all similarly situated employees reasonable attorneys'  
11          fees and costs and expenses of the litigation pursuant to 29 U.S.C. § 216(b);
- 12          d. For Plaintiff's and all similarly situated employees' costs incurred in this  
13          action;
- 14          e. Awarding Plaintiff and all similarly situated employees pre-judgment  
15          interest, at the highest legal rate, on all amounts set forth in subsections (a)  
16          and (b) above from the date of the payment due for that pay period until paid  
17          in full;
- 18          f. Awarding Plaintiff and all similarly situated employees post-judgment  
19          interest, at the highest legal rate, on all awards from the date of such award  
20          until paid in full;
- 21          g. Granting Plaintiffs an Order, on an expedited basis, allowing him to send  
22          Notice of this action, pursuant to 29 U.S.C. § 216(b) , to all those similarly  
23          situated to Plaintiff; and
- 24          h. For such other and further relief as the Court deems just and proper.
- 25



**COUNT TWO**  
**DECLARATORY JUDGMENT**

1  
2       57. Plaintiff incorporates and adopts paragraphs 1 through 56 above as if fully set  
3 forth herein.

4       58. Plaintiff and Defendants have an overtime compensation dispute pending.

5       59. The Court has jurisdiction to hear Plaintiff's request for declaratory relief pursuant  
6 to the Declaratory Judgment Act, 28 U.S.C. §§ 2201–02.

7       60. Plaintiff is entitled to declarations, and requests that the Court make declarations  
8 as to the following matters and as to other matters deemed appropriate by the Court:

- 9           a. Defendant employed Plaintiff.
- 10           b. Defendant is engaged in an enterprise covered by the overtime provisions of the  
11 FLSA.
- 12           c. Plaintiff, individually, is covered by the overtime provisions of the FLSA.
- 13           d. Plaintiff was a non- exempt employee pursuant to the FLSA.
- 14           e. Defendant failed and refused to make payments of overtime compensation to  
15 Plaintiff, in violation of the provisions of the FLSA.
- 16           f. Defendant's failures to pay overtime compensation to Plaintiff were willful.
- 17           g. Plaintiff is entitled to damages in the amount of overtime compensation not paid  
18 by Defendant at the rate of one and one-half times Plaintiff's regular rate of pay.
- 19           h. Plaintiff is entitled to an equal amount as liquidated damages.
- 20           i. Plaintiff is entitled to recover their costs and a reasonable attorney's fee incurred  
21 in prosecuting their claims.

22       61. It is in the public interest to have these declarations of rights recorded as  
23 Plaintiff's declaratory judgment action serves the useful purposes of clarifying and settling the  
24  
25

1 legal relations at issue, preventing future harm, and promoting the remedial purposes of the  
2 FLSA.

3 62. The declaratory judgment action further terminates and affords relief from  
4 uncertainty, insecurity, and controversy giving rise to the proceeding.

5 WHEREFORE, Plaintiff respectfully requests that judgment be entered in his favor  
6 against Defendant:

- 7 a. Declaring, pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201–02,  
8 that the acts and practices complained of herein are in violation of the  
9 overtime and wage provisions of the FLSA;
- 10 b. Awarding Plaintiff his reasonable attorney’s fees and the costs and expenses  
11 of the litigation pursuant to the FLSA; and
- 12 c. For such other and further relief as the Court deems just and proper

13  
14 Dated: January 19, 2017

Respectfully submitted,

15 **PHILLIPS DAYES LAW FIRM PC**

16 By: /s/ Trey Dayes

Trey Dayes

Sean C. Davis

17 Preston K. Flood

18 Attorney for Plaintiff

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UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Colin Thornley, individually and on behalf of  
others similarly situated,

Plaintiff,

vs.

JPMorgan Chase & Co, a Delaware  
corporation,

Defendant

Case No.

CONSENT TO SUE UNDER THE FLSA

I hereby consent to be a plaintiff in an action under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., to secure unpaid minimum and overtime pay, liquidated damages, attorneys' fees, costs and other relief arising out of my employment with JPMorgan Chase & Co., a Delaware corporation, and/or other associated parties. I authorize Phillips Dayes Law Firm PC, and any associated attorneys as well as any successors or assigns, to represent me with my claims in the above-captioned lawsuit against Defendant JPMorgan Chase & Co., a Delaware corporation, and any other associated parties.

In the event this action does not certify I authorize counsel to reuse this consent form to re-file my claims in a separate or related action against Defendant. By signing

1 and returning this consent to sue, I understand that, if accepted for representation, I will  
2 be represented by the law firm without repayment of costs or attorneys' fees. I  
3 understand that if plaintiffs are successful, costs expended by attorneys on my behalf  
4 will be deducted pro rate from my settlement or judgment first. I understand that the law  
5 firm may petition the court for an award of fees and costs to be paid by the defendant on  
6 my behalf. I understand that the fees retained by the attorneys will be either the amount  
7 of fees received from the defendants or ordered by the court or 1/3 of my settlement or  
8 judgment amount.

9 I authorize the plaintiffs' attorney to file this consent with the Court pursuant to  
10 29 U.S.C. § 216(b).

11  
12 Signature:  Dated: 1/09/2017

13  
14 Name (printed) exactly as it appears on company pay statements:

15  
16 Colin W Thornley

17  
18 Address: 6980 E Sahuaro Dr Apt 3066

19  
20 Phone Number:  E-Mail: 

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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(s): **Colin Thornley**

Defendant(s): **JPMorgan Chase & Co., a Delaware corporation**

County of Residence: Maricopa

County of Residence: Outside the State of Arizona

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

**Trey Dayes (Colin Thornley )  
Phillips Dayes Law Firm P.C.  
3101 N Central Ave, 1500  
Phoenix, Arizona 85012  
6022881610**

**Sean C Davis (Colin Thornley )  
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**Preston K Flood (Colin Thornley )  
Phillips Dayes Law Firm PC  
3101 N Central Ave, 1500  
Phoenix, Arizona 85012  
6022881610**

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 USC 201 et seq, failure to pay overtime**

VII. Requested in Complaint

Class Action: **No**

Dollar Demand:

Jury Demand: **No**

VIII. This case is not related to another case.

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**Signature:** Sean C. Davis

**Date:** 1/9/2016

**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: [JPMorgan Chase Hit with Unpaid Overtime Class Action](#)

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