

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

JUDSON NEWHALL, on his own behalf and all
similarly situated individuals,

Plaintiff,

v.

CHASE HOME FINANCE LLC,
a foreign limited liability company,

Defendant.

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

Plaintiff, JUDSON NEWHALL, (“Plaintiff”), on behalf of himself and other “Bank Branch Loan Officer” or “BBLO” employees and former employees similarly situated, by and through undersigned counsel, files this Complaint against Defendant, CHASE HOME FINANCE LLC, a foreign limited liability company (“Chase” or “Defendant”) and states as follows:

JURISDICTION

1. 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.

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

3. 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

4. At all times material hereto, Plaintiff was and continues to be a resident of Manatee

County, Florida.

5. At all times material hereto, Chase was and continues to be a foreign limited liability company. Further, at all times material hereto, Chase was and continues to be engaged in business in New Jersey, with its principle place of business in Iselin, New Jersey.

6. At all times material hereto, Plaintiff was “engaged in commerce” within the meaning of §6 and §7 of the FLSA.

7. At all times material hereto, Plaintiff was an “employee” of Defendant within the meaning of FLSA.

8. At all times material hereto, Defendant was Plaintiff’s “employer” within the meaning of FLSA.

9. Defendant was and continues to be an “employer” within the meaning of FLSA.

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

11. 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.

12. 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.

13. 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.

14. At all times hereto, Plaintiff was “engaged in commerce” and subject to individual coverage of the FLSA.

15. At all times hereto, Plaintiff was engaged in the “production of goods for

commerce” and subject to the individual coverage of the FLSA.

16. The additional persons who may become plaintiffs in this action are/were “Loan Officer” employees for Defendant, who held similar positions to Plaintiff and who worked in excess of forty (40) hours during one or more work weeks during the relevant time periods but who did not receive pay at one and one-half times their regular rate for their hours worked in excess of forty (40) hours.

17. At all times material hereto, the work performed by the Plaintiff and the similarly situated “Loan Officers” was directly essential to the business performed by Defendant.

STATEMENT OF FACTS

18. On or about March 5, 2009, Defendant hired Plaintiff to work as a “Bank Branch Loan Officer” or “BBLO.”

19. At all times material hereto, Plaintiff was employed by Defendant as a non-exempt “Bank Branch Loan Officer” or “BBLO.”

20. At various material times hereto, Plaintiff worked for Defendant in excess of forty (40) hours within a work week.

21. At various material times hereto, Defendant was aware that Plaintiff worked in excess of forty (40) hours within a work week.

22. From at least March 5, 2009, and continuing through January 1, 2010, Defendant failed to compensate Plaintiff at rate of one and one-half times Plaintiff’s regular rate for all hours worked in excess of forty (40) hours in a single work week.

23. Plaintiff should be compensated at the rate of one and one-half times Plaintiff’s regular rate for those hours that Plaintiff worked in excess of forty (40) hours per week as required by the FLSA.

24. Defendant failed to maintain proper time records as mandated by the FLSA.

25. To the extent they do exist, the majority of the relevant pay and time records at issue remain exclusively in the possession, custody, and control of the Defendant.

26. Defendant has violated Title 29 U.S.C. §207 from March 5, 2009, and continuing to at least January 1, 2010, in that:

- a. Plaintiff 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 Plaintiff 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
- c. Defendant has failed to maintain proper time records as mandated by the FLSA.

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

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

28. Plaintiff realleges and reavers paragraphs 1 through 27 of the Complaint as if fully set forth herein.

29. From at least March 2009 and continuing through January 2010, Plaintiff worked in excess of the forty (40) hours per week for which Plaintiff was not compensated at the statutory rate of one and one-half times Plaintiff's regular rate of pay.

30. Plaintiff was and is entitled to be paid at the statutory rate of one and one-half times Plaintiff's regular rate of pay for those hours worked in excess of forty (40) hours.

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

32. During Plaintiff's employment, and continuing to date, each branch was open from 9:00 a.m. to 6:00 p.m., Monday through Friday, and from 9:00 a.m. to 3:00 p.m. on Saturday.

33. Based on the standard branch hours, at all of Defendant's bank branches nationwide, each branch has a total of fifty-one (51) hours each week that it is open for business.

34. At all times relevant hereto, Defendant had a nationwide policy, carried out by its management, whereby Plaintiff, and those similarly situated to him, were required to work all branch hours.

35. At all times relevant hereto, in addition to requiring its "BBLO" employees to work all branch hours, Defendant had a nationwide policy, under which Plaintiff, and those similarly situated to him, were required to report to their assigned branch at least thirty (30) minutes prior to opening each day, so that they could participate in the morning "huddle" each day.

36. By virtue of the fact that Defendant required Plaintiff, and those similarly situated to him, to work all branch hours and attend morning "huddles," Plaintiff, and those similarly situated to him, regularly and customarily worked over forty (40) hours, each workweek.

37. However, Defendant failed to pay Plaintiff an overtime premium, despite its requirement that Plaintiff work such overtime hours.

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

39. Defendant has failed to properly disclose or apprise Plaintiff of Plaintiff's rights under the FLSA.

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

41. Plaintiff is entitled to an award of reasonable attorney's fees and costs pursuant to 29 U.S.C. §216(b).

42. At all times material hereto, Defendant failed to comply with Title 29 and United States Department of Labor Regulations, 29 C.F.R. §§516.2 and 516.4 with respect to those similarly situated to the named Plaintiff by virtue of the management policy, plan, or decision that intentionally provided for the compensation of such employees at a rate of less than time and a half their "regular rate" of pay for all overtime hours worked.

43. The "Bank Branch Loan Officer" employees and former employees of Defendant similarly situated to Plaintiff, had similar job duties to Plaintiff, and were not paid proper overtime for hours worked in excess of forty (40) in one or more workweeks.

44. Plaintiff demands a trial by jury.

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

- a. Declaring, pursuant to 29 U.S.C. §§2201 and 2202, that the acts and practices complained of herein are in violation of the maximum hour provisions of the FLSA;
- b. Awarding Plaintiff overtime compensation in the amount due to him for Plaintiff's time worked in excess of forty (40) hours per work week;

- c. Awarding Plaintiff liquidated damages in an amount equal to the overtime award;
- d. Awarding Plaintiff reasonable attorney's fees and costs and expenses of the litigation pursuant to 29 U.S.C. §216(b);
- e. Awarding Plaintiff pre-judgment interest;
- f. Issuing an Order as soon as is practicable authorizing Plaintiff to send Notice of the instant lawsuit to all similarly situated "Bank Branch Loan Officers" employed by Defendant within the past three (3) years, at any branch location Nationwide; and
- g. Ordering any other further relief the Court deems just and proper.

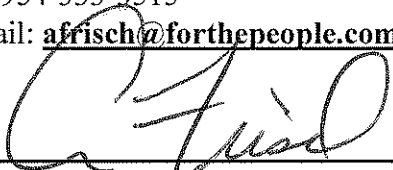
JURY DEMAND

Plaintiff demands trial by jury on all issues so triable as a matter of right by jury.

Dated: May 28, 2010

Respectfully submitted,

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