

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 19 2017

Mark C. McCartt, Clerk  
U.S. DISTRICT COURT

1) STAN SMITH

Plaintiff,

v.

1) CITY OF SAND SPRINGS,  
OKLAHOMA

Defendant.

17 CV 531 JED - FHM

Case No:

JURY TRIAL DEMANDED  
ATTORNEYS' LIEN CLAIMED



**COMPLAINT**

Plaintiff, Stan Smith, brings this Fair Labor Standards Act ("FLSA") suit against Defendant City of Sand Springs, Oklahoma, and shows as follows:

**I. PARTIES**

1. Plaintiff Stan Smith ("Plaintiff") is an individual who resides in this District and was employed by Defendant within the meaning of the FLSA. He hereby consents to be a party in this action, and his consent form is attached as "Exhibit A."

2. Defendant City of Sand Springs, OK ("City") is a municipal corporation organized under the laws of the State of Oklahoma.

**II. JURISDICTION AND VENUE**

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391.

**III. FACTS**

5. This is an action for compensation and other relief under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*

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5. At all relevant times, the Defendant was an “employer” within the meaning of the FLSA, 29 U.S.C. § 203(d).

6. Upon information and belief, the Defendant at all relevant times has been aware of the provisions of the FLSA, 29 U.S.C. § 201, *et seq.*

7. At all relevant times, while employed by the Defendant, Plaintiff has been an “employee” within the definition of 29 U.S.C. § 203(e)(1) of the FLSA.

8. Defendant operates a Fire Department located in northeastern Oklahoma that serves approximately 40,000 people.

9. At all relevant times, Plaintiff has been employed in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. § 203(s). Specifically, Plaintiff has been employed by the City of Sand Springs, Oklahoma Fire Department.

10. At all relevant times, and for the last 10 years, the Department employed Plaintiff in the job of Fire Marshal.

11. As a Fire Marshal, plaintiff is required to perform the following tasks, among others, related to his primary job duty of fire code enforcement: inspecting local businesses; analyzing new building plans and remodeling plans for fire code compliance; and analyzing fire sprinkler and alarm system plans for fire code compliance. Additionally, Plaintiff serves as a public information officer and advises the public on fire code laws and ordinances, and conducts public education seminars. Lastly, he conducts fire investigations to determine cause and origin after a fire takes place.

12. At all relevant times, the Plaintiff worked the following hours each workweek: Monday through Friday, 8:00 am to 5:00 pm, totaling nine hours of work per day, and 45 hours

of work per week. This has been Plaintiff's schedule throughout his employment as Fire Marshal.

13. As a result, throughout the course of his employment as Fire Marshal, Plaintiff has worked more than 40 hours each week.

14. At all relevant times, Plaintiff's supervisors have had knowledge of his work schedule, and the number of hours Plaintiff works daily.

15. At all relevant times, the Defendant failed and refused to provide Plaintiff with overtime compensation at time and one half his regular rate of pay for the hours worked above 40 hours in a workweek, thereby violating the FLSA, 29 U.S.C. § 207(a).

16. On information and belief, Defendant's failure to pay overtime compensation owed to Plaintiff is a knowing, willful, unreasonable, reckless, and bad faith violation of 29 U.S.C. § 207 within the meaning of 29 U.S.C. § 255(a).

**IV. CAUSE OF ACTION: FAILURE TO PAY OVERTIME COMPENSATION AS REQUIRED BY THE FAIR LABOR STANDARDS ACT**

17. Plaintiff hereby incorporates by reference paragraphs 1 through 16 in their entirety and restate them herein.

18. The City failed to pay Plaintiff overtime compensation to which he was entitled under the FLSA.

19. Section 207 of the FLSA requires the payment of overtime compensation to employees who work in excess of the hourly standards set forth therein. In particular, Section 207(a) requires the payment of overtime compensation at the rate of one and one-half times each employee's regular rate of pay for all hours employees are suffered or permitted to work in excess of forty hours per workweek. Plaintiff has been employed and paid as an hourly non-

exempt employee for the purpose of payment of overtime compensation. Plaintiff regularly performs work in excess of forty hours per week. Defendant failed and refused to properly compensate Plaintiff for such work in excess of forty (40) hours at a rate of pay of not less than one and one-half times the required regular rate of pay contrary to the provision of Section 7(a) of the FLSA (29 U.C.A. Section 207(a)).

20. As a result of Defendant's willful and purposeful violations of the FLSA, there have become due and owing to the Plaintiff an amount that has not yet been precisely determined. The employment and work records for the Plaintiff are in the exclusive possession, custody and control of the Defendant and its public agencies and the Plaintiff is unable to state at this time the exact amount owing to him. Defendant is under a duty imposed by the FLSA, 29 U.S.C. § 211(c), and various other statutory and regulatory provisions, to maintain and preserve payroll and other employment records with respect to the Plaintiff from which the amount of Defendant's liability can be ascertained.

21. Pursuant to 29 U.S.C. § 216(b), Plaintiff is entitled to recover liquidated damages in an amount equal to his back pay damages for the Defendant's failure to pay overtime compensation.

22. Plaintiff is entitled to recover attorneys' fees and costs under 29 U.S.C. § 216(b).

#### **V. DEMAND FOR A JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands that his claims be tried before a jury.

#### **VI. PRAYER FOR RELIEF**

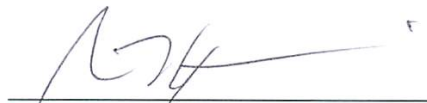
WHEREFORE, the Plaintiff prays that this Court:

- (a) Enter judgment declaring that the Defendant has willfully and wrongfully violated its statutory obligations, and deprived the Plaintiff of his rights;
- (b) Order a complete and accurate accounting of all the compensation to which the Plaintiff is entitled for the Defendant's willful violation;
- (c) Award Plaintiff monetary liquidated damages equal to his unpaid compensation;
- (e) Award Plaintiff reasonable attorneys' fees to be paid by the Defendant, and the costs and disbursements of this action; and
- (f) Grant such other relief as may be just and proper.

Respectfully submitted,

/s/ Thomas A. Woodley

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Counsel for Plaintiff

# **EXHIBIT A**

**Consent to Become Plaintiff**  
**In a Wage and Hour Overtime Lawsuit**

I hereby consent to be a party plaintiff in a lawsuit under the Fair Labor Standards Act concerning my employment with the City of Sand Springs to recover unpaid overtime compensation and other relief.

STAN A. Smith

Print Name Clearly

[Signature]

Signature