IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JEREMY NEUFELD, JOHN BUSH, LANDON DESPOT, AUDIS EDWARDS, CHAD ELDER, GRACIE HIR, KAYLA KARRAKER, DANIEL MEIER, LUCAS SCHEJBAL, TYLER SMAGA, KATELYN SURANE, DREW WALTERS, and all others similarly situated,	)	Case No. 25-CV-4685
Plaintiffs,	)	
v.	)	
VILLAGE OF BRADLEY,	)	
Defendant.	)	

COMPLAINT

Plaintiffs Jeremy Neufeld, John Bush, Landon Despot, Audis Edwards, Chad Elder, Gracie Hir, Kayla Karraker, Daniel Meier, Lucas Schejbal, Tyler Smaga, Katelyn Surane, Drew Walters, and all others similarly situated, by and through their undersigned attorneys, complain of Defendant, Village of Bradley, and, in so doing, allege as follows:

NATURE OF ACTION

1. This is an action to recover unpaid overtime compensation and other relief under the Fair Labor Standards Act, as amended ("FLSA"), 29 U.S.C. §§ 207, 216, and the Illinois Minimum Wage Law ("IMWL"), 820 ILCS 105/4, *et seq*.

2. Since at least April 2022, and continuing until about January 2025, Plaintiffs and all other similarly-situated current and former employees of the Village of Bradley ("the Village") working as "part-time" firefighters have not been paid any overtime compensation for hours worked over 212 hours in each 28-day work period. Plaintiffs seek relief in the form of

compensation at one and one-half times their regular rate(s) of pay for all hours worked in excess of 212 hours for each relevant work period, liquidated damages under the FLSA, treble damages under the IMWL, interest, declaratory relief, civil penalties, and all attorney's fees and costs incurred in bringing this action.

JURISDICTION AND VENUE

3. Jurisdiction for this action is conferred upon this Court by 28 U.S.C. §§ 1331, 1337. This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

4. Venue in this district is proper under 28 U.S.C. §1391(b) and (c) because the unlawful employment practices occurred in this judicial district and Defendant has its place of business in this judicial district.

PARTIES

5. At all relevant times, Plaintiffs, and all others similarly situated, are or were "employees" of Defendant within the meaning of Section 3(e) of the FLSA, 29 U.S.C. § 203(e).

6. At all relevant times, Plaintiffs, and all others similarly situated, are or were "employees" of Defendant within the meaning of Section 3(d) of the IMWL, 820 ILCS 105/3(d).

7. Plaintiff Jeremy Neufeld is currently employed by the Village as a "part-time" firefighter.

8. Plaintiff John Bush is currently employed by the Village as a "part-time" firefighter.

9. Plaintiff Landon Despot is currently employed by the Village as a "part-time" firefighter.

10. Plaintiff Audis Edwards is currently employed by the Village as a "part-time" firefighter.

11. Plaintiff Chad Elder is currently employed by the Village as a "part-time" firefighter.

12. Plaintiff Gracie Hir is currently employed by the Village as a "part-time" firefighter.

13. Plaintiff Kayla Karraker is currently employed by the Village as a "part-time" firefighter.

14. Plaintiff Daniel Meier is currently employed by the Village as a "part-time" firefighter.

15. Plaintiff Lucas Schejbal was formerly employed by the Village as a "part-time" firefighter.

16. Plaintiff Tyler Smaga is currently employed by the Village as a "part-time" firefighter.

17. Plaintiff Katelyn Surane was formerly employed by the Village as a "part-time" firefighter.

18. Plaintiff Drew Walters was formerly employed by the Village as a "part-time" firefighter.

19. Plaintiffs bring this action on behalf of themselves and all other current and former employees of the Village similarly situated pursuant to 29 U.S.C. § 216(b). Copies of Plaintiffs' consent forms are attached hereto and contemporaneously filed herewith.

20. Defendant Village of Bradley is a municipality located within Kankakee County, Illinois. The Village is a "public agency" as that term is defined in Section 3(x) of the FLSA, 29 U.S.C. § 203(x).

21. Defendant was, and at all times hereinafter mentioned has been, an "employer" of Plaintiffs, and all others similarly situated, within the meaning of Section 3(d) of the FLSA, 29 U.S.C. 203(d), and, as such, is subject to the provisions of Section 7 of the FLSA, 29 U.S.C. § 207.

22. Defendant is or was, and at all times hereinafter mentioned has been, an "employer" of Plaintiffs and all others similarly situated within the meaning of Section 3(d) of the IMWL, 820 ILCS 1056/3(c).

23. At all relevant times, Defendant has been and is an "enterprise engaged in commerce or in the production of goods for commerce" and is a public agency engaged in public activities for purposes of Section 3(s) of the FLSA, 29 U.S.C. § 203(s).

FACTS COMMON TO ALL COUNTS

24. The Village of Bradley's Fire Department provides fire suppression, emergency medical services, and fire prevention services for the Village of Bradley.

25. The Village's Fire Department is staffed, in part, by full-time firefighter/paramedics who qualify as "employees in fire protection activities" under Section 3(y) of the FLSA, 29 U.S.C. § 203(y).

26. The Village also employs so-called "part-time" firefighter/paramedics, including Plaintiffs, who qualify as "employees in fire protection activities" under Section 3(y) of the FLSA, 29 U.S.C. § 203(y).

27. These part-time firefighters perform the exact same job duties as the full-time firefighter/paramedics, and they work alongside the full-timers out of the same facility.

28. The part-timers are generally required to receive the same training and hold the same qualifications and certifications as the full-time firefighter/paramedics.

29. Despite their title, the part-time firefighters have not regularly worked fewer hours than their "full-time" counterparts, and the Village has not capped the number of hours or shifts that part-timers may be assigned.

30. Like the full-time firefighter/paramedics, the part-time firefighters are typically assigned to work 24-hour shifts, normally on a 24-hours on, 48-hours off rotation. Most part-timers are, therefore, on the exact same work schedule as the full-time firefighter/paramedics.

31. The Village has established a 28-day work period for its part-time firefighters pursuant to Section 7(k) of the FLSA, 29 U.S.C. § 207(k). Under this arrangement, part-time firefighters may work up to 212 hours in any given 28-day work period without receiving any overtime compensation, while any hours worked over 212 in a 28-day work period must be paid at least time-and-one-half the part-time firefighters' regular rate of pay.

32. At all relevant times, Plaintiffs and other similarly-situated current and former employees of the Village have regularly worked in excess of 212 hours during their 28-day work periods.

33. A regular schedule of 24-hours on, 48-hours off results in a total of either 216 or 240 hours worked per 28-day work period. Thus, in many instances, the part-time firefighters were entitled to between four and 28 hours of overtime compensation based solely on the hours worked as part of their regularly scheduled shifts.

34. In addition to regularly scheduled shifts, many part-time firefighters have also regularly worked additional shifts. During the relevant time period, some part-time firefighters have worked as many as 17 shifts in a single month, resulting in more than 400 hours worked in a 28-day work period.

35. Since at least April 2022, and continuing until about January 2025, the Village maintained a policy and practice of only paying part-time firefighters their straight-time hourly rate of pay for all hours of work, regardless of the total hours worked during the relevant work period. As a result, the Village failed and refused to pay the overtime compensation that was owed to its part-time firefighters, including Plaintiffs, whenever they worked in excess of 212 hours in a work period.

36. At all relevant times, the Village has been aware of its obligation to pay overtime wages to its part-time employees for all hours worked in excess of 212 in a work period, yet it has knowingly and intentionally failed to pay them any overtime compensation.

37. In the past, part-time firefighters were told by the Village that they should not pick up additional shifts if those shifts would bring their total hours in a work period over 212, because the Village would be required to pay them overtime. Furthermore, the Village occasionally prevented part-time firefighters from picking up such additional shifts, with the stated purpose of avoiding any obligation to pay overtime compensation. However, the Village generally allowed, or even required, part-time firefighters to work more than 212 hours in a work period. Indeed, the Village actively encouraged part-time firefighters to pick up more shifts in addition to their regularly scheduled shifts, even when doing so would cause their hours to exceed 212 in a work period. At times, the Village even suggested that certain part-time firefighters risked being terminated because they were not working enough hours in addition to their regularly scheduled shifts, despite already working well over 212 hours per work period.

38. Part-time firefighters, including some Plaintiffs, have asked their supervisors at the Village whether they should be receiving overtime pay for the overtime hours they worked, but the Village never took any action in response to those inquiries.

39. On information and belief, the Village has altered or falsified its timekeeping records for part-time firefighters by not accurately tracking the actual hours worked by each employee. The Village took these actions in order to evade its obligations under the FLSA, or with a reckless disregard for its obligations under the FLSA.

40. In or about January 2025, the Village changed its policy and practice, and it began compensating its part-time firefighters at time-and-one-half their regular rate of pay for all hours worked in excess of 212 per work period.

COUNT I

(Failure to Pay Overtime in Violation of the Fair Labor Standards Act)

41. Plaintiffs reallege and incorporate all previous paragraphs of this Complaint as if set forth fully herein.

42. Count I is brought against the Village by Plaintiffs on behalf of themselves and on behalf of all other similarly situated current and former employees of the Village.

43. Throughout their employment as part-time firefighters employed by the Village, Plaintiffs have been employees in fire protection activities, as defined under Section 3(y) of the FLSA, 29 U.S.C. § 203(y).

44. At all relevant times, the Village established a work period of 28 days for its part-time firefighters, pursuant to Section 7(k) of the FLSA, 29 U.S.C. § 207(k). As a result, the Village was required to pay its part-time firefighters one and one-half times their regular rate of pay for all hours worked in excess of 212 in each work period.

45. Within the last three years, Plaintiffs regularly worked hours in excess of the applicable overtime threshold under Section 7(k) of the FLSA, and Plaintiffs were therefore entitled to receive one and one-half times their regular rates of pay for all such excess hours under the FLSA.

46. At all relevant times within the last three years, and at times in which Plaintiffs' hours of work exceeded the applicable overtime threshold mandated by Section 7(k) of the FLSA, Defendant paid Plaintiffs only their regular straight-time rate of pay and did not pay them any overtime compensation for their hours worked over 212 in each work period.

47. By failing and refusing to compensate Plaintiffs and other similarly situated employees at a rate not less than one-and-one-half times their regular rate of pay for hours worked in excess of the statutory threshold, Defendant has violated Sections 7 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 207, 215(a)(2).

48. Defendant's violations of the FLSA were willful in that Defendant's failure to pay proper overtime compensation was done knowingly and intentionally in violation of the FLSA or with reckless disregard for Defendant's obligations under the FLSA. The Village has communicated to part-time firefighters that they would be entitled to overtime if they worked more than 212 hours in a work period, but it nonetheless encouraged part-time firefighters to work in excess of 212 hours without paying them any overtime compensation. Part-time firefighters have previously inquired about their right to overtime compensation, but the Village took no action in response to those inquiries.

WHEREFORE, Plaintiffs, and all others similarly situated, pray that judgment be entered against Defendant as follows:

A. A declaratory judgment finding that Defendant willfully violated Sections 7 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2);

B. A money judgment against Defendant for all sums which may be found to be due to Plaintiffs and all others similarly situated for overtime compensation, interest, liquidated damages, attorneys' fees and costs; and

C. An order directing all other and additional relief deemed just and proper by the Court.

COUNT II

(Failure to Pay Overtime in Violation of the Illinois Minimum Wage Law)

49. Plaintiffs reallege and incorporate all previous paragraphs of this Complaint as if set forth fully herein.

50. Within the last three years, Plaintiffs worked hours in excess of the 212-hour threshold within a 28-day work period set forth under Section 7(k) of the FLSA, and incorporated by Section 4a of the IMWL, 820 ILCS 105/4a(4), and, as such, became entitled to receive one-and-one-half times their regular rates of pay for all such excess hours under the IMWL.

51. At all relevant times within the last three years, and at times in which Plaintiffs' hours of work exceeded the applicable overtime threshold mandated by Section 4a of the IMWL, Defendant paid Plaintiffs only their regular straight-time rate of pay and did not pay them any overtime compensation for their hours worked over 212 in each work period.

52. By failing and refusing to compensate Plaintiffs and other similarly situated employees at a rate not less than one-and-one-half times their regular rate of pay for hours worked in excess of 212 per 28-day work period, Defendant has violated Section 4a of the IMWL, 820 ILCS 105/4a.

WHEREFORE, Plaintiffs, and all others similarly situated, pray that judgment be entered against Defendant as follows:

A. A declaratory judgment finding that Defendant willfully violated Section 4a of the IMLW, 820 ILCS 105/4a.

B. A money judgment against Defendant for all sums which may be found to be due to Plaintiffs, and all other similarly situated employees, for overtime compensation, treble

damages, civil penalties, including damages in the amount of 5% of the amount of any underpayments for each month following the date of payment during which such underpayments remain unpaid, attorneys' fees and costs.

C. An order directing all other and additional relief deemed just and proper by the Court.

JURY DEMAND

Plaintiffs hereby demand a trial by jury.

Respectfully submitted,

/s/ Matt Pierce
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