

**PETITION AT LAW  
& JURY DEMAND**

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6. Plaintiff Corry Dolbeer is a citizen and resident of Ankeny, Polk County, Iowa.
7. Plaintiff Ryan Gordon is a citizen and resident of Grimes, Polk County, Iowa.
8. Plaintiff Timothy Hostetter is a citizen and resident of Urbandale, Dallas County, Iowa.
9. Plaintiff James Kirkman is a citizen and resident of Clive, Polk County, Iowa.
10. Plaintiff Robert Monson is a citizen and resident of West Des Moines, Polk County, Iowa.
11. Plaintiff Jeremy Nelson is a citizen and resident of Jefferson Township, Polk County, Iowa.
12. Plaintiff Paul O'Connell is a citizen and resident of West Des Moines, Polk County, Iowa.
13. Plaintiff Kristopher Ruszkowski is a citizen and resident of Urbandale, Polk County, Iowa.
14. Plaintiff Joshua Schut is a citizen and resident of West Des Moines, Polk County, Iowa.
15. Plaintiff Jacob Shapansky is a citizen and resident of West Des Moines, Polk County, Iowa.
16. Plaintiff Michael Staiert is a citizen and resident of Norwalk, Warren County, Iowa.
17. Plaintiff Neil Weglarz is a citizen and resident of West Des Moines, Polk County, Iowa.

18. Upon information and belief, Defendant City of West Des Moines, Iowa (“City of West Des Moines”) is a municipal corporation organized under the laws of the State of Iowa and conducts business in Polk County, Iowa.

**COUNT I**  
**Derrik Bingham v. City of West Des Moines, Iowa**  
**Failure to Compensate for Overtime Work**  
**Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.**

19. Bingham incorporates by reference all preceding paragraphs as if set forth fully herein.

20. Defendant City of West Des Moines is, and has been at all times material hereto, an “employer” subject to the overtime provisions of the Fair Labor Standards Act (“FLSA”).

21. Defendant City of West Des Moines is, and has been at all times material hereto, a “public agency” subject to the overtime provisions of the Fair Labor Standards Act (“FLSA”).

22. City of West Des Moines employed Bingham from January 2006 until March 2024.

23. More specifically, City of West Des Moines employed Bingham as a firefighter from 2008 until March 2024.

24. Bingham held the ranks of lieutenant from 2016 to 2020 and captain from 2020 until 2024.

25. Bingham was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

26. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Bingham.

27. At all times material hereto, Bingham was a covered, non-exempt employee subject to the protections of the FLSA.

28. City of West Des Moines misclassified Bingham as exempt from the FLSA's overtime provisions.

29. City of West Des Moines was put on notice of its misclassification of Bingham's FLSA status no later than September 28, 2023.

30. Upon information and belief, after being placed on notice of its misclassification of Bingham's FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA's provisions for Bingham.

31. At various points during his employment with City of West Des Moines, Bingham worked longer than 106 hours during 14-day work periods.

32. City of West Des Moines failed to compensate Bingham at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

33. City of West Des Moines' failure to compensate Bingham at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Bingham is entitled to liquidated damages.

34. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Bingham is unable to state at this time the exact amount owed to him.

35. The Fair Labor Standards Act—including all of its relevant provisions—was clearly established, and in effect, at the time of the compensation-related violations pleaded herein.

**WHEREFORE** the Plaintiff, Derrik Bingham, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable.

**COUNT II**

**John Carlson v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.**

36. Carlson incorporates by reference all preceding paragraphs as if set forth fully herein.

37. City of West Des Moines has employed Carlson as a firefighter from 1999 through the present.

38. Carlson has held the ranks of lieutenant from 2016 to 2020 and captain from 2020 through the present.

39. Carlson was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

40. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Carlson.

41. At all times material hereto, Carlson was a covered, non-exempt employee subject to the protections of the FLSA.

42. City of West Des Moines misclassified Carlson as exempt from the FLSA’s overtime provisions.

43. City of West Des Moines was put on notice of its misclassification of Carlson's FLSA status no later than September 28, 2023.

44. Upon information and belief, after being placed on notice of its misclassification of Carlson's FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA's provisions for Carlson.

45. At various points during his employment with City of West Des Moines, Carlson worked longer than 106 hours during 14-day work periods.

46. City of West Des Moines failed to compensate Carlson at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

47. City of West Des Moines' failure to compensate Carlson at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Carlson is entitled to liquidated damages.

48. Effective March 2025, City of West Des Moines lowered Carlson's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Carlson for overtime work.

49. City of West Des Moines' reduction of Carlson's hourly wage rate violates the FLSA.

50. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Carlson is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, John Carlson, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with

interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT III**

**Vince De Boer v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.**

51. De Boer incorporates by reference all preceding paragraphs as if set forth fully herein.

52. City of West Des Moines has employed De Boer as a firefighter from 2003 through the present.

53. De Boer has held the ranks of lieutenant from 2016 to 2020 and captain from 2020 through the present.

54. De Boer was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

55. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed De Boer.

56. At all times material hereto, De Boer was a covered, non-exempt employee subject to the protections of the FLSA.

57. City of West Des Moines misclassified De Boer as exempt from the FLSA’s overtime provisions.

58. City of West Des Moines was put on notice of its misclassification of De Boer’s FLSA status no later than September 28, 2023.

59. Upon information and belief, after being placed on notice of its misclassification of De Boer's FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA's provisions for De Boer.

60. At various points during his employment with City of West Des Moines, De Boer worked longer than 106 hours during 14-day work periods.

61. City of West Des Moines failed to compensate De Boer at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

62. City of West Des Moines' failure to compensate De Boer at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, De Boer is entitled to liquidated damages.

63. Effective March 2025, City of West Des Moines lowered De Boer's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate De Boer for overtime work.

64. City of West Des Moines' reduction of De Boer's hourly wage rate violates the FLSA.

65. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, De Boer is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Vince De Boer, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and



equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT IV**

**Corry Dolbeer v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.**

66. Dolbeer incorporates by reference all preceding paragraphs as if set forth fully herein.

67. City of West Des Moines has employed Dolbeer as a firefighter from 2000 through the present.

68. Dolbeer was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

69. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Dolbeer.

70. At all times material hereto, Dolbeer was a covered, non-exempt employee subject to the protections of the FLSA.

71. City of West Des Moines misclassified Dolbeer as exempt from the FLSA’s overtime provisions.

72. City of West Des Moines was put on notice of its misclassification of Dolbeer’s FLSA status no later than September 28, 2023.

73. Upon information and belief, after being placed on notice of its misclassification of Dolbeer’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Dolbeer.

74. At various points during his employment with City of West Des Moines, Dolbeer worked longer than 106 hours during 14-day work periods.

75. City of West Des Moines failed to compensate Dolbeer at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

76. City of West Des Moines' failure to compensate Dolbeer at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Dolbeer is entitled to liquidated damages.

77. Effective March 2025, City of West Des Moines lowered Dolbeer's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Dolbeer for overtime work.

78. City of West Des Moines' reduction of Dolbeer's hourly wage rate violates the FLSA.

79. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Dolbeer is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Corry Dolbeer, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT V**

**Ryan Gordon v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work**

**Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.**

80. Gordon incorporates by reference all preceding paragraphs as if set forth fully herein.

81. City of West Des Moines has employed Gordon on a full-time basis from April 2007 through the present.

82. Gordon has held the ranks of firefighter lieutenant from February 2020 to December 2020, and firefighter captain from December 2020 through the present.

83. Gordon was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

84. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Gordon.

85. At all times material hereto, Gordon was a covered, non-exempt employee subject to the protections of the FLSA.

86. City of West Des Moines misclassified Gordon as exempt from the FLSA’s overtime provisions.

87. City of West Des Moines was put on notice of its misclassification of Gordon’s FLSA status no later than September 28, 2023.

88. Upon information and belief, after being placed on notice of its misclassification of Gordon’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Gordon.

89. At various points during his employment with City of West Des Moines, Gordon worked longer than 106 hours during 14-day work periods.

90. City of West Des Moines failed to compensate Gordon at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

91. City of West Des Moines' failure to compensate Gordon at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Gordon is entitled to liquidated damages.

92. Effective March 2025, City of West Des Moines lowered Gordon's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Gordon for overtime work.

93. City of West Des Moines' reduction of Gordon's hourly wage rate violates the FLSA.

94. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Gordon is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Ryan Gordon, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT VI**

**Timothy Hostetter v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

95. Hostetter incorporates by reference all preceding paragraphs as if set forth fully herein.

96. City of West Des Moines has employed Hostetter from September of 2002 through the present.

97. Hostetter has held the ranks of firefighter lieutenant from 2019 to 2020, and firefighter captain from 2020 through the present.

98. Hostetter was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

99. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Hostetter.

100. At all times material hereto, Hostetter was a covered, non-exempt employee subject to the protections of the FLSA.

101. City of West Des Moines misclassified Hostetter as exempt from the FLSA’s overtime provisions.

102. City of West Des Moines was put on notice of its misclassification of Hostetter’s FLSA status no later than September 28, 2023.

103. Upon information and belief, after being placed on notice of its misclassification of Hostetter’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Hostetter.

104. At various points during his employment with City of West Des Moines, Hostetter worked longer than 106 hours during 14-day work periods.

105. City of West Des Moines failed to compensate Hostetter at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

106. City of West Des Moines' failure to compensate Hostetter at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Hostetter is entitled to liquidated damages.

107. Effective March 2025, City of West Des Moines lowered Hostetter's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Hostetter for overtime work.

108. City of West Des Moines' reduction of Hostetter's hourly wage rate violates the FLSA.

109. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Hostetter is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Timothy Hostetter, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT VII**

**James Kirkman v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

110. Kirkman incorporates by reference all preceding paragraphs as if set forth fully herein.

111. City of West Des Moines has employed Kirkman on a full-time basis from July 2011 through the present.

112. Kirkman has held the ranks of firefighter lieutenant from 2020 to 2021, and firefighter captain from 2021 through the present.

113. Kirkman was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

114. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Kirkman.

115. At all times material hereto, Kirkman was a covered, non-exempt employee subject to the protections of the FLSA.

116. City of West Des Moines misclassified Kirkman as exempt from the FLSA’s overtime provisions.

117. City of West Des Moines was put on notice of its misclassification of Kirkman’s FLSA status no later than September 28, 2023.

118. Upon information and belief, after being placed on notice of its misclassification of Kirkman’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Kirkman.

119. At various points during his employment with City of West Des Moines, Kirkman worked longer than 106 hours during 14-day work periods.

120. City of West Des Moines failed to compensate Kirkman at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

121. City of West Des Moines' failure to compensate Kirkman at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Kirkman is entitled to liquidated damages.

122. Effective March 2025, City of West Des Moines lowered Kirkman's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Kirkman for overtime work.

123. City of West Des Moines' reduction of Kirkman's hourly wage rate violates the FLSA.

124. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Kirkman is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, James Kirkman, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT VIII**

**Robert Monson v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

125. Monson incorporates by reference all preceding paragraphs as if set forth fully herein.



126. City of West Des Moines has employed Monson from November 2007 through the present.

127. Monson has held the rank of firefighter captain from August 2021 through the present.

128. Monson was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

129. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Monson.

130. At all times material hereto, Monson was a covered, non-exempt employee subject to the protections of the FLSA.

131. City of West Des Moines misclassified Monson as exempt from the FLSA’s overtime provisions.

132. City of West Des Moines was put on notice of its misclassification of Monson’s FLSA status no later than September 28, 2023.

133. Upon information and belief, after being placed on notice of its misclassification of Monson’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Monson.

134. At various points during his employment with City of West Des Moines, Monson worked longer than 106 hours during 14-day work periods.

135. City of West Des Moines failed to compensate Monson at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

136. City of West Des Moines' failure to compensate Monson at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Monson is entitled to liquidated damages.

137. Effective March 2025, City of West Des Moines lowered Monson's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Monson for overtime work.

138. City of West Des Moines' reduction of Monson's hourly wage rate violates the FLSA.

139. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Monson is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Robert Monson, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT IX**

**Jeremy Nelson v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

140. Nelson incorporates by reference all preceding paragraphs as if set forth fully herein.

141. City of West Des Moines has employed Nelson from April 2000 through the present.

142. Nelson has held the ranks of firefighter lieutenant from 2011 to 2021, and firefighter captain from 2021 through the present.

143. Nelson was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

144. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Nelson.

145. At all times material hereto, Nelson was a covered, non-exempt employee subject to the protections of the FLSA.

146. City of West Des Moines misclassified Nelson as exempt from the FLSA’s overtime provisions.

147. City of West Des Moines was put on notice of its misclassification of Nelson’s FLSA status no later than September 28, 2023.

148. Upon information and belief, after being placed on notice of its misclassification of Nelson’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Nelson.

149. At various points during his employment with City of West Des Moines, Nelson worked longer than 106 hours during 14-day work periods.

150. City of West Des Moines failed to compensate Nelson at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

151. City of West Des Moines' failure to compensate Nelson at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Nelson is entitled to liquidated damages.

152. Effective March 2025, City of West Des Moines lowered Nelson's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Nelson for overtime work.

153. City of West Des Moines' reduction of Nelson's hourly wage rate violates the FLSA.

154. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Nelson is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Jeremy Nelson, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT X**

**Paul O'Connell v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

155. O'Connell incorporates by reference all preceding paragraphs as if set forth fully herein.

156. City of West Des Moines has employed O’Connell from June 2002 through the present.

157. O’Connell has held the ranks of firefighter lieutenant from February 2020 to November 2020, and firefighter captain from November 2020 to the present.

158. O’Connell was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

159. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed O’Connell.

160. At all times material hereto, O’Connell was a covered, non-exempt employee subject to the protections of the FLSA.

161. City of West Des Moines misclassified O’Connell as exempt from the FLSA’s overtime provisions.

162. City of West Des Moines was put on notice of its misclassification of O’Connell’s FLSA status no later than September 28, 2023.

163. Upon information and belief, after being placed on notice of its misclassification of O’Connell’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for O’Connell.

164. At various points during his employment with City of West Des Moines, O’Connell worked longer than 106 hours during 14-day work periods.

165. City of West Des Moines failed to compensate O’Connell at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

166. City of West Des Moines' failure to compensate O'Connell at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, O'Connell is entitled to liquidated damages.

167. Effective March 2025, City of West Des Moines lowered O'Connell's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate O'Connell for overtime work.

168. City of West Des Moines' reduction of O'Connell's hourly wage rate violates the FLSA.

169. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, O'Connell is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Paul O'Connell, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT XI**

**Kristopher Ruszkowski v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

170. Ruszkowski incorporates by reference all preceding paragraphs as if set forth fully herein.

171. City of West Des Moines has employed Ruszkowski from November 2006 through the present.

172. Ruszkowski has held the rank of firefighter captain from 2020 through the present.

173. Ruszkowski was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

174. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Ruszkowski.

175. At all times material hereto, Ruszkowski was a covered, non-exempt employee subject to the protections of the FLSA.

176. City of West Des Moines misclassified Ruszkowski as exempt from the FLSA’s overtime provisions.

177. City of West Des Moines was put on notice of its misclassification of Ruszkowski’s FLSA status no later than September 28, 2023.

178. Upon information and belief, after being placed on notice of its misclassification of Ruszkowski’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Ruszkowski.

179. At various points during his employment with City of West Des Moines, Ruszkowski worked longer than 106 hours during 14-day work periods.

180. City of West Des Moines failed to compensate Ruszkowski at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

181. City of West Des Moines' failure to compensate Ruszkowski at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Ruszkowski is entitled to liquidated damages.

182. Effective March 2025, City of West Des Moines lowered Ruszkowski's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Ruszkowski for overtime work.

183. City of West Des Moines' reduction of Ruszkowski's hourly wage rate violates the FLSA.

184. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Ruszkowski is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Kristopher Ruszkowski, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT XII**

**Joshua Schut v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

185. Schut incorporates by reference all preceding paragraphs as if set forth fully herein.



186. City of West Des Moines has employed Schut on a full-time basis from April 2007 through the present.

187. Schut has held the ranks of firefighter lieutenant from 2019 to 2020, and firefighter captain from 2020 through the present.

188. Schut was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

189. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Schut.

190. At all times material hereto, Schut was a covered, non-exempt employee subject to the protections of the FLSA.

191. City of West Des Moines misclassified Schut as exempt from the FLSA’s overtime provisions.

192. City of West Des Moines was put on notice of its misclassification of Schut’s FLSA status no later than September 28, 2023.

193. Upon information and belief, after being placed on notice of its misclassification of Schut’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Schut.

194. At various points during his employment with City of West Des Moines, Schut worked longer than 106 hours during 14-day work periods.

195. City of West Des Moines failed to compensate Schut at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

196. City of West Des Moines' failure to compensate Schut at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Schut is entitled to liquidated damages.

197. Effective March 2025, City of West Des Moines lowered Schut's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Schut for overtime work.

198. City of West Des Moines' reduction of Schut's hourly wage rate violates the FLSA.

199. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Schut is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Joshua Schut, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT XIII**

**Jacob Shapansky v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

200. Shapansky incorporates by reference all preceding paragraphs as if set forth fully herein.

201. City of West Des Moines has employed Shapansky on a full-time basis from August 2011 through the present.

202. Shapansky has held the rank of firefighter captain from May 2021 through the present.

203. Shapansky was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

204. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Shapansky.

205. At all times material hereto, Shapansky was a covered, non-exempt employee subject to the protections of the FLSA.

206. City of West Des Moines misclassified Shapansky as exempt from the FLSA’s overtime provisions.

207. City of West Des Moines was put on notice of its misclassification of Shapansky’s FLSA status no later than September 28, 2023.

208. Upon information and belief, after being placed on notice of its misclassification of Shapansky’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Shapansky.

209. At various points during his employment with City of West Des Moines, Shapansky worked longer than 106 hours during 14-day work periods.

210. City of West Des Moines failed to compensate Shapansky at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

211. City of West Des Moines' failure to compensate Shapansky at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Shapansky is entitled to liquidated damages.

212. Effective March 2025, City of West Des Moines lowered Shapansky's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Shapansky for overtime work.

213. City of West Des Moines' reduction of Shapansky's hourly wage rate violates the FLSA.

214. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Shapansky is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Jacob Shapansky, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT XIV**

**Michael Staiert v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

215. Staiert incorporates by reference all preceding paragraphs as if set forth fully herein.

216. City of West Des Moines has employed Staiert on a full-time basis from April 2007 through the present.

217. Staiert has held the rank of firefighter captain from 2020 through the present.

218. Staiert was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

219. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Staiert.

220. At all times material hereto, Staiert was a covered, non-exempt employee subject to the protections of the FLSA.

221. City of West Des Moines misclassified Staiert as exempt from the FLSA’s overtime provisions.

222. City of West Des Moines was put on notice of its misclassification of Staiert’s FLSA status no later than September 28, 2023.

223. Upon information and belief, after being placed on notice of its misclassification of Staiert’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Staiert.

224. At various points during his employment with City of West Des Moines, Staiert worked longer than 106 hours during 14-day work periods.

225. City of West Des Moines failed to compensate Staiert at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

226. City of West Des Moines’ failure to compensate Staiert at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Staiert is entitled to liquidated damages.

227. Effective March 2025, City of West Des Moines lowered Staiert's hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Staiert for overtime work.

228. City of West Des Moines' reduction of Staiert's hourly wage rate violates the FLSA.

229. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Staiert is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Michael Staiert, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**COUNT XV**

**Neil Weglarz v. City of West Des Moines, Iowa  
Failure to Compensate for Overtime Work  
Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.**

230. Weglarz incorporates by reference all preceding paragraphs as if set forth fully herein.

231. City of West Des Moines has employed Weglarz from July 2008 through the present.

232. Weglarz has held the rank of firefighter captain from January 2018 through the present.

233. Weglarz was at all times material hereto an “employee in fire protection activities” as defined by the FLSA.

234. City of West Des Moines employed more than five employees in fire protection activities during each workweek in which it employed Weglarz.

235. At all times material hereto, Weglarz was a covered, non-exempt employee subject to the protections of the FLSA.

236. City of West Des Moines misclassified Weglarz as exempt from the FLSA’s overtime provisions.

237. City of West Des Moines was put on notice of its misclassification of Weglarz’s FLSA status no later than September 28, 2023.

238. Upon information and belief, after being placed on notice of its misclassification of Weglarz’s FLSA status, City of West Des Moines implemented a 14-day work period under the FLSA’s provisions for Weglarz.

239. At various points during his employment with City of West Des Moines, Weglarz worked longer than 106 hours during 14-day work periods.

240. City of West Des Moines failed to compensate Weglarz at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods.

241. City of West Des Moines’ failure to compensate Weglarz at the legally-required rate of overtime pay for hours worked in excess of 106 hours during 14-day work periods was willful; therefore, Weglarz is entitled to liquidated damages.

242. Effective March 2025, City of West Des Moines lowered Weglarz’s hourly wage rate for the purpose of relieving itself of and/or mitigating the financial impact of its obligations to compensate Weglarz for overtime work.

243. City of West Des Moines' reduction of Weglarz's hourly wage rate violates the FLSA.

244. Pending an examination of those records concerning the unpaid overtime wages which are or should be in the possession and control of City of West Des Moines, Weglarz is unable to state at this time the exact amount owed to him.

**WHEREFORE** the Plaintiff, Neil Weglarz, respectfully asks this Court to enter judgment against Defendant City of West Des Moines, Iowa and award him unpaid overtime compensation, liquidated damages, plus reasonable attorney fees, and court costs, all with interest as provided by law, and such other and further relief as the Court deems just and equitable (including but not necessarily limited to the restoration of his previous/appropriate hourly wage rate).

**JURY DEMAND**

245. Plaintiffs hereby demand a trial by jury in this matter.

Respectfully Submitted,

**LEGRANT LAW FIRM, P.C.**

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Original filed.