

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

CALEB M. BYRON,

Plaintiff

v.

C.A. No. 3:15-cv-02856

HAPPY HILL FARMS CHILDREN'S  
HOME, INC. d/b/a NORTH CENTRAL  
TEXAS ACADEMY, TODD SHIPMAN, an  
individual, and CHUCK SHIPMAN,  
an individual, jointly and severally,

Defendants

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PLAINTIFF'S COMPLAINT  
AND DEMAND FOR JURY TRIAL

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Plaintiff, CALEB M. BYRON, through counsel, files this Complaint against Defendants, HAPPY HILL FARMS CHILDREN'S HOME, INC., TODD SHIPMAN, and CHUCK SHIPMAN, and in support thereof states the following:

**Jurisdiction and Venue**

1. This Court enjoys federal question jurisdiction over this case under 28 U.S.C. §1331, because Plaintiffs' claims arise under federal law. Plaintiff brings claims for minimum wage and overtime compensation and associated relief under the Fair Labor Standards Act, 29 U.S.C. §§207(a), 216(b) (FLSA).

2. Venue is appropriate here under 28 U.S.C. §1391(b)(1). Defendants' business is based in the Northern District of Texas.

**Parties**

3. Plaintiff Caleb M. Byron is an individual currently residing in Houlton,

Maine.

4. Plaintiff worked for Defendants from August 3, 2014 through March 12, 2015.

5. Defendant Happy Hill Farm Children's Home, Inc., d/b/a North Central Texas Academy, is a corporation formed and existing under the laws of the State of Texas.

6. Defendant Happy Hill Farm Children's Home, Inc., at all times material to this complaint, maintained and operated a business in Texas.

7. Defendant Todd Shipman is an individual residing in the State of Texas who owns and operates Happy Hill Farm Children's Home, Inc. At all relevant times, Defendant Todd Shipman was substantially in control of the terms and conditions of the Plaintiff's work and was Plaintiff's employer as defined by 29 U.S.C. §203(d).

8. Defendant Chuck Shipman is an individual residing in the State of Texas who owns and operates Happy Hill Farm Children's Home, Inc. At all relevant times, Defendant Chuck Shipman was substantially in control of the terms and conditions of the Plaintiff's work and was Plaintiff's employer as defined by 29 U.S.C. §203(d).

#### **Claims and Supporting Facts**

9. Defendants operate North Central Texas Academy at Happy Hill Farm.

10. North Central Texas Academy is a boarding school: the majority of students reside in resident houses at the farm and attend school during the day.

11. Approximately 70 to 80 students live in the resident houses and require supervision before and after school, at night, and on the weekends.

12. Defendants employed Plaintiff as a "resident parent" at North Central Texas Academy. Plaintiff's job duties as a "resident parent" included supervising boarding students while they were not in school, cleaning the resident houses, preparing light meals for the boarding students, and assisting the boarding students

with homework.

13. Defendants assigned Plaintiff a schedule that required him to either work 5 days per week or 6 days per week as a “resident parent” depending on the need for supervision at the various resident halls. On occasion, Defendants scheduled Plaintiff to work long stretches, up to 11 days straight, without a day off.

14. When Defendants placed Plaintiff on the schedule for a weekday at a resident hall, Plaintiff was required to

- a) supervise the students for approximately two hours in the morning before school;
- b) supervise the students for anywhere from seven and half to eight and half hours after school depending on the day of the week; and
- c) sleep in a room attached to the resident hall with a monitor on in the event the students required attention from an adult during the night.

15. On weekdays, Plaintiff was only off-duty for five and a half to six and a half hours per day depending on the day of the week.

16. When Defendants placed Plaintiff on the schedule for a Saturday or Sunday, Plaintiff was required to

- a) be on duty for 24 hours straight each day,
- b) supervise the students for 15 hours on Saturdays and 14 hours on Sundays; and
- c) sleep at night in a room attached to the resident hall with a monitor on in the event the students required attention from an adult during the night.

17. Due to the manner in which Defendants scheduled Plaintiff, Plaintiff regularly worked well in excess of 40 hours per week, but the amount of his overtime hours would vary greatly from week to week.

18. For example, in January 2015, Defendants scheduled Plaintiff for shifts that required Plaintiff to work supervising students

- a) for 58.5 hours during the first week of the month;
- b) for 69 hours during the second week of the month;
- c) for 68 hours during the third week of the month; and
- d) for 69 hours during the fourth week of the month.

19. These scheduled hours did not include the time Plaintiff was required to be on duty but sleeping, and did not include time Plaintiff was required to perform work duties outside of the normal schedule.

20. During Plaintiff's employment, Defendants regularly required Plaintiff to perform work duties outside of the normal schedule for student supervision.

21. Plaintiff's extra non-scheduled duties included waking students up early per student requests, disciplining or assisting students at night after bedtime, supervising students who remained at the resident hall during weekdays due to illness, supervising students during snow days and school holidays, and attending monthly training sessions.

22. Defendants violated the FLSA by treating Plaintiff as a salaried employee who was not entitled to overtime pay for hours worked over 40 per week and not entitled to compensation for hours worked in addition to his scheduled hours.

23. Defendants paid Plaintiff a pre-set salary of \$16,200 per year.

24. Due to the number of hours Plaintiff worked in some weeks, the salary payments to Plaintiff resulted in hourly compensation that fell below the \$7.25 per hour minimum wage.

25. Plaintiff was entitled to receive compensation for all of the hours he worked at a rate no less than the minimum wage of \$7.25 per hour, as well as overtime compensation at a one and half time his hourly rate for all hours worked over 40 per week.

26. Plaintiff's employment was covered under the Fair Labor Standards Act because he was individually covered in his position supervising students at a boarding school that served students from outside the State of Texas and outside of the United States of America, that regularly received tuition monies from outside the State of Texas, and that regularly brought in employees from outside the State of Texas to act as "Resident Parents."

27. Defendants' business was additionally an enterprise covered under the FLSA. The business' gross volume exceeded \$500,000 per year, as Defendants received five-figure tuitions from approximately 70 to 80 boarding students per year. Defendants also regularly employed more than 20 employees, including resident parents, teachers, and other staff.

28. Defendants violated the FLSA's requirement that employees be paid at least the minimum wage for all hours worked. See 29 U.S.C. 206(a)(1)(C).

29. Defendants violated the FLSA's requirement that employees working over 40 hours in a week be compensated at not less than one and one half times their regular rate of pay for those hours worked over 40 in the week. See 29 U.S.C. §207(a).

30. Defendants' acts injured Plaintiff since Plaintiff did not receive the amount of wages that he should have received under the law for the work that he performed. Defendants received the benefit of Plaintiff's work but did not compensate Plaintiff for it in accordance with the law.

31. Plaintiff seeks compensatory back pay equal to the minimum wages and overtime pay that he should have received for all of the hours that he worked, as well as an equal additional amount in liquidated damages under 29 U.S.C. §216(b).

32. Defendants' acts were willful or at least done in reckless disregard for the requirements of the FLSA. Defendants were actually aware that Plaintiff regularly worked more than 40 hours a week because Defendants scheduled Plaintiff to work more than 40 hours per week and expected Plaintiff to work additional hours not on his schedule, as evidenced by Defendants' requirement that Plaintiff sleep in

the same building as the students he supervised with a monitor on during the night, by Defendants' need for adults to supervise students on snow days and school holidays, and by Defendants' scheduling of monthly training sessions outside of the normal student supervision schedule.

33. When Plaintiff raised his concerns with Defendants about the amount of hours he was working compared to the compensation he was receiving, Defendants criticized Plaintiff for not having a servant's attitude toward his job.

34. In addition to his actual damages and liquidated damages, Plaintiff seeks reimbursement for reasonable and necessary taxable costs and attorneys' fees incurred in seeking recourse before this Court to recover the wages and associated relief rightfully owed to them. *See id.*

35. Plaintiff has retained the law firm of Ross Law, P.C. to represent him in this suit. Plaintiff has entered into a valid contract with Ross Law, P.C. and has appointed that firm and the undersigned counsel to be his sole agent, attorney-in-fact, and representative in this suit, exclusive of all other parties, including Plaintiff. To avoid tortious interference with Plaintiff's obligations to his attorneys in this suit, all communications concerning this suit must be made by Defendants and Defendants' attorneys solely to and through the undersigned counsel. Plaintiff's contract with and representation by Ross Law, P.C. and the undersigned attorney gives rise to a claim for reasonable and necessary attorney's fees that Plaintiff is entitled to collect from Defendants pursuant to 29 U. S. C. § 216(b).

### **Prayer**

Plaintiff respectfully requests that:

(A) The Court assume jurisdiction over this case and that the Defendants be cited to appear;

(B) The Court award damages to Plaintiff as described above and hold Defendants jointly and severally liable for Plaintiff's damages;

(C) The Court award reasonable and necessary attorney fees, expert fees, and costs; and

(D) In the event that liquidated damages are not awarded, that the Court award Plaintiff pre- and post-judgment interest at the highest rates allowed.

Plaintiff further prays for any such other relief as the Court may find appropriate, whether at law or in equity.

**Jury Trial Demand**

Plaintiff demands a jury trial on all issues so triable.

Respectfully submitted,

**ROSS LAW GROUP**

*/s/ Christine A. Hopkins*

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