

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

FILED

OCT 29 2015

CARMELITA REEDER SHINN, CLERK
U.S. DIST. COURT, WESTERN DIST. OKLA.
BY , DEPUTY

(1) CHRISTINA FALLIN,

Plaintiff,

v.

(1) G.T. CLEAN LLC,
An Oklahoma Limited
Liability Company; and

(2) GINGER A. SLOAN,
an Individual,

Defendants.

CIV-15-1213 L
Case No.

COMPLAINT

Plaintiff, Christina Fallin, for her causes of action against Defendants, G.T. Clean LLC, and Ginger A. Sloan, alleges and states as follows:

PARTIES

1. Plaintiff, Christina Fallin, is a resident of Oklahoma County, Oklahoma.
2. Defendant, G.T. Clean LLC ("GT Clean") is an Oklahoma limited liability company with its principle place of business in Oklahoma County, Oklahoma.
3. Defendant, Ginger A. Sloan ("Ms. Sloan") is a resident of Oklahoma County, Oklahoma.

JURISDICTION AND VENUE

4. Plaintiff's claims against GT Clean are for failure to pay wages in violation of the Fair Labor Standards Act as set out in 29 U.S.C. § 206, et seq. and Oklahoma's

Protection of Labor Act as set out in 40 O.S. § 165.1 et seq. Jurisdiction over the federal claims is vested in this Court under 42 U.S.C. § 2000e-5(f), 29 U.S.C. § 206 and 28 U.S.C. § 1331.

5. Plaintiff was hired by GT Clean in Oklahoma County, Oklahoma and performed services in Oklahoma County, Oklahoma. GT Clean has its principle office in Oklahoma County, Oklahoma.

6. Plaintiff's supervisor at GT Clean, Ginger Sloan, is a member of GT Clean. She established Plaintiff's rate and method of compensation in Oklahoma County, Oklahoma.

STATEMENT OF FACTS

7. GT Clean is a company that provides janitorial services for commercial properties in Oklahoma.

8. On April 4, 2014, GT Clean hired Plaintiff to provide various services and business development for GT Clean. GT Clean agreed to pay Plaintiff a salary of \$5,000 per month, plus 50% of the first month's billable invoice for each client from whom GT Clean received a signed contract. In January 2015, GT Clean increased Plaintiff's salary to \$6,000 per month.

9. At all times during Plaintiff's employment with GT Clean, her supervisor was Ginger Sloan. Ms. Sloan was also the general partner or managing partner of GT Clean at all times pertinent to this action.

10. In addition to developing business, Plaintiff's job duties for GT Clean included numerous other services and activities Plaintiff performed at Ms. Sloan's

direction and under her supervision including: servicing clients, performing walk-throughs with clients and cleaners, drafting agreements, organize, host and attending civic, business and community events, consulting, human resources tasks such as hiring, firing and managing, coordinating schedule of cleaners, lead staff meetings, graphic design for web site and print media, social media, developing protocols for GT Clean, and various clerical duties.

11. On several occasions, GT Clean failed to pay Plaintiff's salary and commissions. Each time, Plaintiff brought her past due salary and commissions to the attention of her supervisor, Ms. Sloan. Ms. Sloan repeatedly responded with assurances that GT Clean would bring Plaintiff's compensation current.

12. Plaintiff worked for GT Clean until October 2, 2015. On that date, based on GT Clean's failure to pay Plaintiff's wages, Plaintiff resigned.

13. GT Clean owes Plaintiff past due salary in the amount of \$42,000, plus past due commissions in the amount of \$19,511. Under the Oklahoma Protection of Labor Act and the Fair Labor Standards Act, Plaintiff is entitled to liquidated damages on the amounts owed.

14. During Plaintiff's employment with GT Clean, Ms. Sloan also hired Plaintiff purely on a commission basis to develop business for a medical transcription business known as Encore. Ms. Sloan agreed to pay Plaintiff one-half cent per transcribed line for every signed contract through the length of the entire contract.

15. Ms. Sloan owes Plaintiff \$1,819.41 for commissions related to business development for Encore.

16. While Ms. Sloan was acting as Plaintiff's supervisor at GT Clean, Ms. Sloan requested loans from Plaintiff for business expenses. Because of the employer-employee relationship, Plaintiff felt pressured and coerced to comply with her supervisor's requests.

17. Ms. Sloan and/or GT Clean owe Plaintiff \$16,943.90, plus accruing interest, for monies loaned and not repaid.

18. GT Clean's failure to pay Plaintiff's salary and commissions left Plaintiff no alternative but to resign her employment. As such, GT Clean's failure to pay Plaintiff's salary and commissions amounts to constructive termination of employment.

19. As a direct result of GT Clean's failure to pay Plaintiff's salary and commissions, Plaintiff has suffered, and continues to suffer, lost wages (including back, present and front pay along with the value of benefits associated with such wages) and dignitary harms including worry, stress, anxiety and similar unpleasant emotions.

COUNT I

Plaintiff incorporates the allegations above and further states:

20. GT Clean's failure to pay Plaintiff's salary and commissions is a violation of 29 U.S.C. § 207 et seq. and Oklahoma's Protection of Labor Act which requires payment of wages within eleven days of an employee earning such wages.

21. Under the FLSA and Oklahoma's wage laws, Plaintiff is entitled to her unpaid wages, prejudgment interest, attorney fees and costs.

22. Under Oklahoma law, Plaintiff is entitled to a 2% per day liquidated damages award not to exceed 100% of the unpaid wages for each day such wages were

unpaid after the pay period in which they should have been paid. Plaintiff is also entitled to liquidated damages under the FLSA.

23. Because the actions of GT Clean were willful, Plaintiff is entitled to liquidated damages under the FLSA in an amount equal to the unpaid wages.

COUNT II

Plaintiff incorporates the allegations above and further states:

24. Ms. Sloan's failure to pay Plaintiff commissions for services related to Encore constitutes failure to pay on an open account for which Plaintiff is entitled to recover the full amount owed, plus prejudgment interest, attorney fees and costs.

COUNT III

Plaintiff incorporates the allegations above and further states:

25. Ms. Sloan's failure to pay back the monies loaned to her by Plaintiff constitutes a breach of contract for which Plaintiff is entitled to recover the full amount owed, plus prejudgment interest, attorney fees and costs.

WHEREFORE, Plaintiff prays that she be granted judgment in her favor and against Defendants GT Clean LLC and Ginger A. Sloan on all of her claims, and that this Court grant Plaintiff all available compensatory damages, liquidated damages, pre-judgment and post-judgment interest, costs, attorney fees and any other legal or equitable relief allowed by law.

Respectfully submitted,

s/ Bryan N.B. King

Bryan N.B. King (Bar No. 16673)

Kevin R. Donelson (Bar No. 12647)

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Attorneys for Plaintiff, Christina Fallin

JURY TRIAL DEMANDED
ATTORNEY'S LIEN CLAIMED

674996v2/21149/BK

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(1) Christina Fallin

(b) County of Residence of First Listed Plaintiff Oklahoma
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Bryan N.B. King, OBA #16673; Kevin R. Donelson, OBA #12647
Fellers Snider Blankenship Bailey & Tippens, P.C.
100 N. Broadway, Suite 1700, Oklahoma City, OK 73102

DEFENDANTS

(1) G.T. Clean LLC, an Oklahoma Limited Liability Company, and
(2) Ginger A. Sloan, an individual

County of Residence of First Listed Defendant Oklahoma
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Fair Labor Standards Act, 29 U.S.C. Section 206, et seq.

Brief description of cause:
Failure to pay wages

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE
10/28/2015

SIGNATURE OF ATTORNEY OF RECORD
/s Bryan N.B. King

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.