

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**CHRIS SPEARS, on behalf of himself and all
others similarly situated,**

Plaintiff,

-against-

**KINGSLEY DIRECTIONAL, LLC and DUSTY
SEWELL**

Defendants.

CASE NO. 4:25-cv-2773

**COLLECTIVE ACTION PURSUANT TO
29 U.S.C. § 216(b)**

ORIGINAL COLLECTIVE ACTION COMPLAINT

I. SUMMARY

1. This lawsuit seeks to recover overtime compensation for Plaintiff and his similarly situated co-workers – day rate MWD Field Engineers (“MWD Engineers”) – who work or have worked for Kingsley Directional, LLC and Dusty Sewell’s (together, “Kingsley” or “Defendants”) customers’ nationwide.

2. Incorporated in Texas with its corporate headquarters in Conroe, Texas, Kingsley is a leading Well Drilling Contractor in the Houston, Texas area with a comprehensive approach to Directional Drilling and MWD and provides its clients with a wide spectrum of services.¹

3. As part of its services, Kingsley staffs a variety of MWD Engineers to its clients’ job sites.

4. Plaintiff and similarly situated MWD Engineers work on the rigging sites and typically work a hitch schedule of 14 days on and 14 days off, consisting of shifts of 12 hours or more, all while in some of the harshest working conditions.

¹ See “About Kingsley Direction LLC” (available at <https://www.kingsleydirectional.com/about>).

5. Plaintiff and other MWD Engineers like him regularly worked for Defendants in excess of 40 hours each week. However, Defendants did not pay them overtime for hours worked in excess of 40 hours in a single workweek.

6. Instead of paying overtime as required by the Fair Labor Standards Act § 201 *et seq.* (“FLSA”), Defendants improperly classified Plaintiff and those similarly situated as independent contractors and paid them a daily rate with no overtime compensation.

7. Defendants at all times relevant has had direct control over MWD Engineers’ day to day activities. In this regard, MWD Engineers were assigned job sites by Kingsley, often there would be Kingsley company men they would report to, Kingsley provided kit boxes with tools for the job and job sites, Kingsley provides health insurance plans that MWD Engineers are eligible to join. MWD Engineers are wholly economically dependent on Defendants, as they only receive payment for days that they work.

8. MWD Engineers do not incur operating expenses like rent, payroll, or marketing.

9. The services rendered by MWD Engineers are an integral part of Defendants’ business of providing all MWD components and services to its clients.

10. Despite having substantial custody and control over MWD Engineers and being their employer, Defendants misclassified them as independent contractors to avoid paying overtime compensation.

11. Plaintiff brings this action on behalf of himself and similarly situated current and former MWD Engineers who elect to opt-in to this action pursuant to the FLSA, and specifically, the collective action provision of 29 U.S.C. § 216(b) to remedy violations of the wage-and-hour provisions of the FLSA by Defendants that has deprived Plaintiff and similarly situated employees of their lawfully earned wages.

II. JURISDICTION & VENUE

12. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal question under over the subject matter of this action under the FLSA, 29 U.S.C. § 216(b).

13. Venue is proper in the Southern District of Texas, Houston Division pursuant to 28 U.S.C. § 1391(b) because Defendants operate business in this District and a substantial part of the events or omissions giving rise to the claim occurred in this District and Division.

III. THE PARTIES

14. Chris Spears (“Spears”) is an adult individual who is currently a resident of the state of Louisiana.

15. Spears was employed by Kingsley as a MWD Engineer from approximately July 5, 2023 through February 1, 2024.

16. At all relevant times, Spears was an “employee” of Kingsley as defined by the FLSA.

17. At all relevant times, Kingsley was Spears’ “employer” as defined in the FLSA.

18. A written consent form for Spears is being filed with this Collective Action Complaint.

19. Plaintiff brings this action on behalf of himself and all other similarly situated MWD Engineers who were paid a day rate and did not receive overtime compensation.

20. The class of similarly situated employees or potential class members sought to be certified is defined as follows:

ALL CURRENT AND FORMER MWD ENGINEERS WHO PROVIDED SERVICES TO OR ON BEHALF OF KINGSLEY DIRECTIONAL WHO WERE CLASSIFIED AS INDEPENDENT CONTRACTORS AND PAID A DAY RATE DURING THE LAST THREE YEARS (“Collective Members”).

Defendants

21. Defendants jointly employed Plaintiff and similarly situated employees at all times relevant.

22. Each Defendant has had substantial control over Plaintiff's working conditions, and over the unlawful policies and practices alleges herein.

23. Defendants are part of a single integrated enterprise that has jointly employed Plaintiff and similarly situated employees at all times relevant.

24. During all relevant times, Defendants' operations are interrelated and unified.

25. During all relevant times, Defendants have been Plaintiff's employers within the meaning the of the FLSA.

Kingsley Directional, LLC

26. Together with other Defendants, Kingsley Directional, LLC has co-owned and/or co-operated all Kingsley corporations throughout the United States during the relevant time period.

27. Kingsley Directional, LLC is a domestic business corporation organized and existing under the laws of Texas.

28. The corporate headquarters for Kingsley Directional, LLC, is 8812 Fawn Trail, Conroe, Texas 77385.

29. At all relevant times, Kingsley Directional, LLC has maintained control, oversight, and direction over Plaintiff and similarly situated employees, including but not limited to, hiring, firing, disciplining, timekeeping, payroll, and other employment practices.

30. During his employment, Plaintiff received direct deposits from Kingsley Directional, LLC as the corporate payor.

31. Kingsley Directional, LLC is listed as the corporate entity on Plaintiff's offer letter.

32. Kingsley Directional, LLC has applied the same employment policies, practices, and procedures to all MWD Engineers throughout the United States.

33. At all times relevant, Kingsley Directional, LLC has had an annual gross volume of sales in excess of \$500,000.00.

34. At all times relevant, Kingsley Directional, LLC has had more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

35. Kingsley Directional, LLC may be served through its registered agent: Priscilla Sewell, 11312 Monarchs Way, Montgomery, Texas 77316.

Dusty Sewell

36. Upon information and belief, Dusty Sewell (“Sewell”) is a resident of the State of Texas.

37. At all relevant times, Sewell has been an owner and operator of Kingsley Directional.

38. Sewell maintains a direct and significant management role in Kingsley Directional.

39. At all relevant times, Sewell has had the power over payroll decisions at Kingsley Directional including the power to retain time and/or wage records.

40. At all relevant times, Sewell has been actively involved in managing the day to day operations of Kingsley Directional.

41. At all relevant times, Sewell has had the power to stop any illegal pay practices that harmed Plaintiff and similarly situated employees at Kingsley Directional.

42. At all relevant times, Sewell has had the power to transfer the assets and/or liabilities of Kingsley Directional.

43. At all relevant times, Sewell has had the power to declare bankruptcy on behalf of Kingsley Directional.

44. At all relevant times, Sewell has had the power to enter into contracts on behalf of Kingsley Directional.

45. At all relevant times, Sewell has had the power to close, shut down, and/or sell Kingsley Directional.

46. Sewell is a covered employer within the meaning of the FLSA, and at all relevant times, has employed and/or jointly employed Plaintiff and similarly situated employees.

IV. COVERAGE UNDER THE FLSA

47. At all times hereinafter mentioned, Defendants have been an employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

48. At all times hereinafter mentioned, Defendants have been part of an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

49. At all times hereinafter mentioned, Defendants have been a part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has and has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials – such as tools, cell phones, and personal protective equipment – that have been moved in or produced for commerce by any person and in that Defendants have and have had an annual gross volume of sales made or business done of not less than \$1,000,000 (exclusive of excise taxes at the retail level which are separately stated).

V. FACTS

50. Consistent with their policies and patterns or practices as described herein, Defendants harmed Plaintiff, individually, as follows:

Chris Spears

51. Spears and those similarly situated to him worked for Defendants as an MWD Engineer.

52. Spears worked for Defendants as MWD Engineer/MWD Field Operator from approximately July 5, 2023 through February 1, 2024.

53. Defendants classified Spears as an independent contractor during his employment.

54. During his employment, Spears worked for Defendants in and around the Big Spring, Texas area.

55. During the course of his employment, Spears regularly worked over 40 hours per week.

56. In that regard, Spears generally worked on a “hitch” schedule consisting of 14 days on and 14 days off, with shifts consisting of 12 hours or more per day.

57. As a result, Spears consistently worked over 40 hours per week.

58. Defendants paid Spears with a set day rate regardless of the number of hours worked.

59. Spears’ primary duties were technical and consisted of well-established site safety procedures. As a result, Spears had primary non-exempt job duties.

60. Although Defendants classified Spears as an independent contractor, Defendants exercised custody and control over all material aspects of his employment and the performance of his job. For instance, Kingsley Directional controlled Spears’ day to day operations by providing him with job assignments, reviewing his work, and providing additional instructions and guidelines to perform his duties. Spears was likewise required to also provide daily reports to Kingsley’s directional drillers and company men. Kingsley Directional also controlled his work schedule and rates of pay, and provided him with equipment necessary to do his job. Spears was wholly economically dependent upon Defendants, and was not in business for himself.

61. Spears did not incur operating expenses like rent, payroll, or marketing.

62. No real investment was required of Spears to perform his job duties. In this regard, Kingsley Directional provided Spears with the equipment used to perform his job duties.

63. The services rendered by Spears were an integral part of Kingsley’s business of providing safety consulting services.

64. Upon information and belief, Defendants did not keep accurate records of hours worked by Spears and similarly situated employees.

VI. COLLECTIVE ALLEGATIONS

65. Plaintiff brings the First Cause of Action, a FLSA claim, on behalf of himself and all similarly situated persons who work or have worked for Kingsley Directional as MWD Field Engineers classified as independent contractors and paid a day-rate companywide who elect to opt-in to this action (the “FLSA Collective”).

66. Defendants are liable under the FLSA for, *inters alia*, failing to properly compensate Plaintiff and Class Members.

67. Consistent with Defendants’ policies and patterns or practices, Plaintiff and the Class Members were not paid the proper premium overtime compensation when they worked beyond 40 hours in a workweek.

68. All of the work that Plaintiff and the Class Members have performed has been assigned by Defendants, and/or Defendants have been aware of all of the work that Plaintiff and the Class Members have performed.

69. As part of their regular business practice, Defendants have intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA, and with respect to Plaintiff and the Class Members. This policy and pattern or practice includes, but is not limited to:

- a. willfully failing to pay its employees, including Plaintiff and Class Members, premium overtime wages for hours that they worked in excess of 40 hours per workweek; and
- b. willfully failing to record all of the time that their employees, including Plaintiff and the Class Members, have worked for the benefit of Defendants.

70. Defendants' unlawful conduct, as described in this Complaint, is pursuant to a corporate policy or practice of minimizing labor costs by misclassifying employees.

71. Defendants are aware or should have been aware that federal and state law required them to pay Plaintiff and the Class Members overtime premiums for all hours worked in excess of 40 per workweek.

72. Plaintiff and the Class Members perform or performed the same primary duties.

73. There are many similarly situated current and former MWD Engineers who have been denied overtime pay in violation of the FLSA who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it. This notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

74. Those similarly situated employees are known to Defendants, are readily identifiable, and can be located through Defendants' records.

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Overtime Wages
(Brought on behalf of Plaintiff and the FLSA Collective)

75. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

76. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Defendants and protect Plaintiff and the members of the FLSA Collective.

77. Defendants failed to pay Plaintiff and the FLSA Collective the premium overtime wages to which they were entitled under the FLSA – at a rate of 1.5 times their regular rate of pay, which includes all total earnings per workweek, for all hours worked beyond 40 per workweek.

78. Defendants' unlawful conduct, as described in this Complaint, has been willful and intentional. Defendants were aware or should have been aware that the practices described in this Class Action Complaint were unlawful. Defendants did not make a good faith effort to comply with the FLSA

with respect to the compensation of Plaintiff and the FLSA Collective. As such, a three-year statute of limitations applies, pursuant to 29 U.S.C. §§ 201 *et seq.*

79. As a result of Defendants' willful violations of the FLSA, Plaintiff and the FLSA Collective have suffered damages by being denied overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of the FLSA Collective, respectfully request that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiff be allowed to give notice of this collective action, or that the Court issue such notice, to all MWD Engineers and other similarly situated workers who are presently, or have at any time during the three years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised notice, worked at Kingsley Directional nationwide. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid overtime pay and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor regulations;

C. Issuance of a declaratory judgment that the practices complained of in this Complaint are unlawful under the FLSA;

D. Reasonable attorneys' fees and costs of the action; and

E. Such other and relief as this Court shall deem just and proper.

Dated: June 13, 2025

Respectfully submitted

/s/ Richard J. (Rex) Burch
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