UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANDREW YOUNG, Plaintiff, v. COOPER CAMERON CORPORATION, Defendants	04 Civ. 5968 (SC)(GWG) MEMORANDUM OF DECISION; FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. INTRODUCTION

This litigation relates to the failure of Defendant, Cooper Cameron Corporation ("Defendant" or "Cameron") to pay overtime wages to its employee, Andrew Young ("Plaintiff" or "Young"). Young brought this suit alleging that Cameron willfully violated the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA"). See Compl., Docket No. 1. Specifically, Young alleged that Cameron incorrectly classified him as exempt from the FLSA overtime requirements, and that, based on that misclassification, Cameron failed to pay him the required premium wages for overtime.

Prior to trial, Young moved for partial summary judgment. See Docket No. 35. Magistrate Judge Gorenstein issued a Report & Recommendation recommending that Judge Swain grant the motion and

rule that the FLSA applies to Young's position as a Product Design Specialist II (i.e., that Young is not "exempt" from the overtime requirements of the FLSA), and that Young is entitled to liquidated damages. See Docket No. 53. After considering Cameron's objections, Judge Swain adopted Magistrate Judge Gorenstein's Recommendation in its entirety. See Docket No. 65.[1]

Following summary judgment, the remaining issues were how much overtime Young actually worked and what the applicable statute of limitations should be, both of which factor into damages. The parties tried these issues before the Court beginning on September 29, 2008. Having considered all of the testimony and evidence, as well as the arguments of counsel, the Court by this memorandum of decision issues its findings of fact and conclusions of law pursuant to Rule 52(a) of the Federal Rules of Civil Procedure. For the reasons set forth below, the Court finds that Young is entitled to judgment in the amount of $114,455.34, plus his reasonable attorney's fees and costs of suit.

II. FINDINGS OF FACT

A. Background

1. Cameron is an international manufacturer of oil and gas

[1]This matter was transferred from Judge Swain to this Court immediately prior to trial. See Docket No. 80.

pressure control equipment, with offices in Houston, Texas.

2. Young is a resident of Houston, Texas. He attended college for two years, but did not graduate. Prior to applying for a position at Cameron, Young had been working as a draftsman and mechanical designer for over 20 years. See Ex. J. (Andrew Young résumé).

B. Young's Application to Work at Cameron

3. In early 2001, Young was working as a Mechanical Designer at Enduro Composite Systems. Thom Nguyen, a Cameron employee and a former coworker of Young's, called Young to see if he was interested in a Mechanical Designer position at Cameron. At the time, Young was not looking to leave his position at Enduro, but he thought the opening at Cameron sounded like a good opportunity, and thought Cameron would offer better benefits.

4. Young then applied for the Mechanical Designer position at Cameron. In his cover letter, Young wrote, "I am interested in a Mechanical/Piping/Structural Designer position with Cameron Controls." Ex. I (Cover letter).

5. Approximately one month after sending in his materials, Young visited Cameron to interview for the Mechanical Designer position. He first met with Margaret Buckley, the Engineering Manager, and then with Dan Pesek, manager of the Hydraulic Power Unit ("HPU") group. Young understood that he was interviewing for a position as a Mechanical Designer in the HPU group, and

that he would be working for Pesek.

6. Following his interview, Young received a call from Denise Bailey, who was a Human Resources Manager at Cameron at the time. According to Young, Cameron offered him a position as a Mechanical Designer, with an hourly wage of $26.00. Young rejected this offer and asked for $28.00 per hour. Bailey told him that Cameron would not pay that much for a Mechanical Designer.

7. After Young and Cameron failed to reach an agreement regarding an hourly wage, Young again met with Buckley. Buckley offered Young a position as Product Design Specialist ("PDS") II, with an annual salary of $62,000. Young claims that during this meeting, he and Buckley did not discuss the duties of a PDS II in detail because they were the same as those he had already discussed for the Mechanical Designer position. Instead, he mostly talked with Buckley about the differences between hourly and salaried positions. Young initially testified that Buckley told him there would be little or no overtime as a PDS II, but ultimately conceded that she had not really addressed that issue. Rather, Young inferred from the flexibility offered to salaried employees that overtime would not be necessary.

8. Bailey testified that she did not remember any discussions with Young regarding the Mechanical Designer position, and that he had only applied for the job as a PDS II.

As support for this assertion, Bailey referred to Young's official employment application, which states that he was applying for the position "Des. Spec. II". See Ex. F (Employment Application). However, the application is dated July 4, 2001, which is after Cameron offered Young the PDS II position. See Ex. G (Employment Offer). Bailey's testimony therefore does little to overcome Young's assertion, supported by his cover letter, that he had originally applied for the Mechanical Designer position at Cameron.

9. Although Young was on pace to make approximately $72,000.00 that year at Enduro, including overtime, he accepted the position at Cameron. Young testified that he was willing to take the pay cut because Cameron offered profit sharing and better retirement benefits, and because he expected to work less overtime at Cameron than he had been working at Enduro.

C. **Young's Work at Cameron**

10. Young began working at Cameron on July 23, 2001. At that time, his salary was $62,000.

11. Initially, Young worked under Dan Pesek. When he started, Young took over projects from Matt Fowler, a Mechanical Designer who was leaving Cameron. While working in the HPU group, Young's primary task was to make fabrication drawings for HPUs. The drawings were used by Cameron's shop to assemble the various components of the HPU. Young regularly worked with the

shop to resolve any issue that came up with the drawings or to answer questions. In addition to this primary role, Young also took on responsibility for administering part of the PLM/SAP software package Cameron used to manage inventory and workflow. Specifically, Young was responsible for keeping the inventory database up to date, so that all of the new parts and components Cameron used were included. Finally, because Young was experienced with certain design software, he spent a portion of his time helping others with drawings.

12. Young was never reprimanded or put on probation during the time he worked for Pesek. Pesek complained that Young was too slow, but never criticized the quality of Young's drawings. According to Young, when Pesek criticized him for taking too long on assignments, Young responded by working longer hours and coming in on weekends to complete all of his assignments on time.

13. Eventually, Young asked to be transferred out of Pesek's group. In November, 2002, Young moved to Mac Kennedy's group, where he remained until his termination in March, 2004.

14. In Kennedy's group, Young continued to perform the same general job duties. Kennedy described Young's work as meticulous and thorough, and said that Young was a "good worker." Kennedy memorialized these thoughts in a letter of reference he prepared on Young's behalf, in which he stated that Young was, "among other things, very thorough, conscientious, and hard working."

Ex. 32 (Reference Letter).

15. The regular business hours at Cameron were 8:00 a.m. to 5:00 p.m, Monday through Friday. Young generally arrived at 8:00 a.m. and stayed until at least 6:00 p.m. On some nights, he stayed much later than 6:00, and he occasionally came in on weekends. On many days, Young worked straight through lunch without a break. When Young did break for lunch, he generally ate at his desk and only stopped working for 30 to 45 minutes.

16. Young claims that he regularly worked over 50 hours per week, and very rarely worked fewer than 40 hours in a week. Taking into account those weeks where he took time off, missed work for personal reasons, or worked fewer than 40 hours, Young claims that he worked an average of 50 hours per week.

17. Kennedy testified that he himself regularly worked more than 50 hours per week, but very rarely more than 60. According to Kennedy, Young often stayed as late as he did, and occasionally stayed later. Kennedy knew when Young left because Young had to pass Kennedy's office on his way out, and if Young had not left, Kennedy would stop to say good night before leaving himself.

18. In addition to the testimony of Young and Kennedy, a variety of records maintained by Cameron give some insight into how many hours Young worked. First, Young was required to fill out weekly timesheets using a computer system called Replicon.

See Exs. P (Andrew Young Timesheets July 23, 2001- March 13, 2003), BB (Employee Hours Report), FF (Timesheet of Andrew Young February - April 2003).

19. The Replicon records are analogous to attorney billing records in that they show the amount of time Young worked on a particular task or project every day, but do not reflect all of the time Young worked. For example, on a given day, Young's Replicon records might reflect that he only worked 6.5 hours on specific client projects, but he may have worked additional time on administrative tasks or helping others. Young, Kennedy, and Bailey all testified that these records were used for determining the time spent on a project and for forecasting or staffing future projects, but not for payroll purposes. Young also testified that he often under-reported his hours in the Replicon system because he was afraid of being criticized for spending too many hours on certain projects.

20. Although the Replicon timesheets do not show all of the time that Young worked, they do show some times he definitely did not work. For example, the records indicate company holidays and some days when Young missed work for vacation or other personal reasons. See Ex. P.

21. Cameron never took any steps to verify the accuracy of the Replicon records, either in the regular course of its business, or in the course of this litigation.

22. In addition to the Replicon records, Cameron maintains logs of its employees' internet usage with a program called SurfControl. See Exs. R (Cooper Cameron E-Mail & Internet Usage Policy), U (SurfControl User Activity Detail for Andrew Young). Cameron also archives its employees' email messages for 30 days, although individual employees may retain messages for a longer period of time. See Ex. CC (Amendment to Cameron Records Retention Policy); see also Exs. Y (Andrew Young emails), 10 (Andrew Young emails).

23. The SurfControl internet records apparently show every web site that Young visited from his work computer, with a time and date stamp. See Ex. U. Because Cameron employees were not given remote access to their work computers, any computer activity reflected on the SurfControl records must have been done when Young was actually sitting at his computer, in Cameron's office.

24. Beyond these records, however, Cameron does not have a formal record of the hours Young worked. Young was not required to sign in or out of the office, or to fill out any timesheets for payroll purposes.

25. In May of 2003, Young's salary increased from $62,000 per year to $63,600 per year.

26. Young was terminated from Cameron as part of a plant closure in March 2004. See Ex. N (Notice of Termination in

Connection with Planned Plant Closure). At that time, Young had not been reprimanded or placed on probation for either the quality of his work or the amount of time he spent using the internet.

27. At the outset of this lawsuit, Young sought to recover wages based on an average of 45 hours worked per week, or 5 hours per week of overtime. See Ex. 10 (Plaintiff's Response to Defendant's First Set of Interrogatories). Young subsequently doubled the amount he is seeking, claiming that after reviewing Kennedy's deposition, he believes he worked closer to an average of 50 hours per week, or 10 hours per week of overtime. See Ex. 50 (Plaintiff's Supplemental Response to Defendant's First Set of Interrogatories).

D. Determination of Young's FLSA Exemption Status

28. Cameron initially classified the PDS II position as exempt from the FLSA overtime requirements in the early 1990s. That determination was made by Bev Reinhardt, Cameron's Director of Corporate Human Resources. Reinhardt relied on the HAY system for this. The HAY system involves analysis of a position's duties based on three factors: know how, problem solving, and accountability.

29. In 1998, Cameron hired KPMG, a consulting firm, to review the classification of Cameron's engineering staff positions. KMPG used the Factor Evaluation System, which looks

at eight different factors: thinking challenge, ,diversity, accountability, autonomy, leadership initiative, interpersonal skills, relative effort, and working conditions. Based on these factors, the Factor Evaluation System provides a total score, which is then used in determining a grade for the job. Based on the total grade, KMPG recommended that the PDS II position be exempt.

30. When Bailey began working at Cameron in 2000, she reviewed the job duties for a PDS II because the position was new to her, and concluded on her own that the duties qualified as exempt. In conducting this review, Bailey contacted various people at Cameron to discuss the duties of a PDS II, contacted a colleague at her prior employer to ask for feedback because that company operated in a similar industry and had positions comparable to the PDS II, and consulted with various reference materials.

31. In 2004, Bailey again evaluated the PDS II position and again concluded that it should be exempt. In this evaluation, Bailey followed essentially the same procedures she had in 2000, contacting various colleagues and reading references.

32. The references Bailey consulted in reviewing exemption determinations include the United States Department of Labor website, a newsletter distributed by the Society for Human Resources Managers, and an archive of FLSA-related articles she

maintains in her personal files.

33. Although Bailey attended seminars regarding FLSA compliance put on by attorneys, she did not seek the advice of counsel in determining whether or not the PDS II position should be exempt, or at any other point in the process of hiring Young.

34. Based on her understanding of the FLSA, Bailey thought that it would have been improper to classify Young as a PDS II and have him do the work of a Mechanical Designer. Bailey also thought that it would have been improper for Cameron to classify Young as exempt simply to avoid paying him overtime. However, to this day, Bailey believes that Cameron correctly classified the PDS II position as exempt. Bailey said she believes that Judge Swain's ruling is incorrect.

III. CONCLUSIONS OF LAW

Because it is already established in this case that Cameron's classification of Young as exempt from the FLSA overtime requirements was improper, only two issues remain for the Court. The Court first must decide whether the improper classification was willful. The willfulness determination will also determine what the appropriate statute of limitations is. After establishing the proper statute of limitations, the Court must next determine how many hours of overtime, if any, Young worked within the statutory period.

A. Willfullness

The FLSA provides a two-year statute of limitations period. See 29 U.S.C. § 255(a). The limitations period is extended to three years where the Court finds that the employer engaged in a willful violation of the FLSA. See id. An employer acts willfully when it "either knew or showed reckless disregard for the matter of whether its conduct was prohibited by the statute." McLaughlin v. Richland Shoe Co., 486 U.S. 128, 133 (1988). Although the determination of willfulness does not require a showing by the employee that the employer acted in bad faith, a showing by the employer that it acted in good faith can acquit the employer. See DiFillipo v. Barclays Capital, Inc., 552 F. Supp. 2d 417, 425 (S.D.N.Y. 2008).

Cameron contends that, even if it incorrectly classified Young, it acted in good faith by regularly reviewing the classification of a PDS II, and therefore should not be penalized with a longer statute of limitations. The Court disagrees. The question here is not whether Cameron acted in good faith when it originally determined that a PDS II should be exempt, or when it reviewed that determination in subsequent years. Rather, the question is whether Cameron acted in good faith when it classified Young as exempt. Young contends that the only reason he was offered the PDS II position instead of the Mechanical Designer position was because Cameron wanted to avoid paying him

overtime.

The evidence at trial supports Young's contention. Young was referred to Cameron because Cameron had an opening for a Mechanical Designer. Young initially contacted Cameron about that position, and subsequently interviewed with Buckley and Pesek for a job as a Mechanical Designer. The Mechanical Designer job at Cameron is non-exempt and is entitled to overtime under the FLSA. Cameron only pays its Mechanical Designers around $26.00 per hour, plus overtime. Young wanted $28.00 per hour. When Young and Cameron could not agree on a wage, Young thought the negotiation was over and that he would not work for Cameron. It was only at this point in the hiring process that Cameron even mentioned the existence of the PDS II position. When Buckley discussed the position with Young, they did not discuss the duties of a PDS II in much detail because both understood that the duties were approximately the same as those for a Mechanical Designer. Cameron already knew Young was capable of performing those duties because it had interviewed him for the Mechanical Designer position. When Young started at Cameron, he took over projects from someone who had been a Mechanical Designer. For the entire time Young worked at Cameron, he did the same type of work he had expected to do as a Mechanical Designer. The only difference was that he did not receive overtime.

Cameron presented almost no evidence to contradict Young's version of the foregoing events. Bailey's testimony that Young only applied for the PDS II position is not credible in light of Young's testimony and documentary evidence. Without Young's job "application," Cameron's evidence amounts to Bailey not recalling that Young applied first as a Mechanical Designer. Young's position is supported by his résumé and cover letter. Furthermore, after observing his testimony, the Court found Young to be credible. Generally speaking, aside from the résumé and cover letter, Young's explanation of the events from start to finish is more coherent and better supported.

Cameron's good faith argument is based in part on its reliance upon experienced human resources professionals who are familiar with the FLSA requirements. Absent the facts specific to this case, as set forth above, the Court might find Cameron's history of evaluating and reevaluating its classifications to be representative of a good faith effort.[2] However, even Bailey, Cameron's human resources expert, acknowledged that the FLSA would not permit Cameron to hire Young into an exempt position

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[2]Because the Court concludes that Cameron's conduct in the hiring of Young amounts to a willful violation of the FLSA, the Court does not actually reach the question of whether Cameron's prior efforts with respect to the classification of the PDS II would be an adequate showing of good faith. The Court notes that Magistrate Judge Gorenstein considered a similar question in the context of liquidated damages, and found Cameron's conduct lacking. See Docket No. 53 at 14-18.

and have him do the work of a non-exempt employee. Bailey also agreed that hiring Young into the exempt position just to avoid overtime would run afoul of the FLSA.[3] Yet the evidence shows that Cameron hired Young into the exempt PDS II position instead of the non-exempt Mechanical Designer position in order to avoid paying him overtime, even though his responsibilities did not change based on the different titles.

For the foregoing reasons, the Court concludes that Cameron's violation of the FLSA was willful, and that the applicable statute of limitations in this matter is three years. 29 U.S.C. § 255(a).

B. Overtime Calculation

The Court must next determine how many hours of overtime, if any, Young worked during the three-year statutory period prior to the commencement of this action. Young commenced this suit on July 26, 2002. See Compl. Young therefore may be entitled to recover for any overtime hours he worked at Cameron, for which he was not paid, between July 26, 2001, and July 26, 2004. This period includes the entire time Young worked at Cameron, less three days.

The FLSA provides that all non-exempt employees are entitled

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[3]Of course, it is the Court's interpretation of the FLSA that governs, not Bailey's. However, it is noteworthy that Cameron's own specialist agrees the conduct in question violates the FLSA.

to receive premium overtime pay of at least one and one-half times their regular wages for any hours they work in excess of 40 hours per week. 29 U.S.C. § 207(a). Young bears the burden of proving not only that he worked overtime hours for which he was not compensated, but also that Cameron knew or should have known he was working overtime. See Chao v. Gotham Registry, Inc., 540 F.3d 280, 287 (2d Cir. 2008) (citing Holzapfel v. Town of Newburgh, 145 F.3d 516, 524 (2d Cir. 1998)). Generally, employers are obligated to maintain accurate records of the hours their non-exempt employees work. See 29 C.F.R. § 516.2(a)(7) ("Every employer shall maintain and preserve payroll or other records containing[,] . . . with respect to each employee[,] . . . [h]ours worked each workday and total hours worked each workweek"). Where, as here, the employer has failed to properly record the employee's hours, the employee may satisfy his burden "if he produces sufficient evidence to show the amount and extent of that work as a matter of just and reasonable inference." Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680, 687 (1946). "The burden then shifts to the employer to come forward with evidence of the precise amount of work performed or with evidence to negative the reasonableness of the inference to be drawn from the employee's evidence." Id. at 687-88.

Neither party put forth a precise accounting of the hours Young worked at Cameron, as no such record exists. Both parties

rely somewhat heavily on Young's email and internet records to prove their respective cases. Young points the Court to a number of emails he sent from his work computer outside of regular working hours, and to his SurfControl logs, which show he was using his computer outside of regular working hours. See Exs. 29, U. For its part, Cameron claims that the emails and SurfControl logs demonstrate that, for much of the time Young was using his work computer, he was not actually performing work-related tasks. See Exs. U, Y. Cameron also relies on the Replicon records, which indicate certain weeks Young took time off for vacation or other personal business, but which do not indicate how much time he actually spent at work. See Exs. P, BB, FF.

The Court's ability to interpret these items is somewhat hampered by the fact that the different types of records do not overlap. For example, Exhibit P, one version of Young's Replicon time entries, includes the period from July, 2001, when Young started at Cameron, through March, 2003. Another version of the Replicon records, Exhibit BB - which Young said he had never seen before - covers January, 2002, through March, 2003. Exhibit FF, yet a different form of the Replicon records, appears to cover only March, 2003, and April, 2003. The SurfControl logs cover the period from November, 2003, through Young's termination in March, 2004. See Ex. U. Thus there is no period for which the

Court can review a coherent, complete set of records.

The Replicon records, in all of their various forms, clearly do not establish how many hours Young worked in a given week. Young, Kennedy, and Bailey all agreed on this. Thus, while they give an indication of general work patterns and specific days Young took off, their value is limited.

The SurfControl records are far from the smoking gun Cameron would like them to be. Cameron provided no information about how the SurfControl system operates or what the records actually represent. In Cameron's view, they show that Young spent a lot of time surfing the internet instead of doing work. But the Court has virtually no guidance for interpreting the records. At trial, the parties argued extensively about this subject. As noted by Young's counsel, the number of web sites Young visited does not necessarily prove how much time he spent on each. Even with time stamps on the records, this is unclear. For example, the SufControl record for August 14, 2003, shows that Young's computer accessed the same site, http://www.whiteyellowpages.com, 38 times in the same second. See Ex. U at D0473-D0475. Cameron cannot credibly suggest that Young viewed 38 web pages that second, or that having done so would detract from his work. Whether these entries were the result of pop-up ads or some other behavior, they are inconclusive at best. The Court will not scour the 350 pages of records for evidence that Young may have

looked at non-work-related internet sites, when it is far from clear that such a review would be conclusive.

By contrast, while the SurfControl records do not prove how long Young spent on a given internet site, they do prove to the Court's satisfaction that Young was at his computer, at work, at certain times. Young testified that he had a high-speed internet connection at home, and that he would not stay at work late at night or go to the office on weekends just to surf the web.

The Court notes that, although Cameron was monitoring Young's internet activity, Young was never reprimanded or told that he was spending too much time online. With regard to personal use of internet resources, Cameron's E-Mail & Internet Usage Policy states:

> Employee access to the Internet is provided primarily for the Company's business purpose, however, it is recognized that employees may wish to explore the Internet for personal reasons. . . . If so, such personal usage must be conducted in a manner that is not detrimental to the Company's business requirements or employee productivity.

Ex. R at D0164. The policy then goes on to state:

> Excessive use of the Company's computing or networking resources for the use of e-mail or to access the Internet for personal purposes is not allowed and may be considered cause for disciplinary action by the Company up to and including termination of employment.

Id. Young's managers never told him his internet usage was

detrimental to Cameron's business, or that it was excessive. The records only cover the period during which Young worked for Kennedy, and Kennedy never criticized Young for not being productive enough. To the contrary, Young received a raise during the period he worked under Kennedy.

Cameron suggested at trial that even if Young was working beyond the normal business hours, this would not have been necessary had he been more efficient and completed his assignments during the work day. Even if true, this cannot be the basis for rejecting Young's overtime claim. See Holzapfel, 145 F.3d at 522 ("Neither may overtime compensation be denied solely on the grounds that the employee could have completed his tasks during scheduled hours, thereby avoiding the need for overtime altogether.").

The email records on which Cameron relies are even less of an indictment against Young. Exhibit Y is a sample of Young's emails Cameron offered to show that he conducted personal business with his work email account. The entire exhibit contains fewer than a dozen distinct email discussions. Some of the purportedly non-work-related messages were sent to other Cameron employees, including Kennedy, yet Kennedy never complained or criticized Young. See Ex. Y at D0716, D0719. Two of the email discussions are at least partially related to work. Id. at D0735 (email regarding error on Cameron benefits web

page), D0169 (discussion of Statfjord HPU drawings). Finally, one of the emails was sent from Young's personal email account more than a year after he was terminated by Cameron, and has no bearing on this dispute. Id. at D0948.

The Court finds that, based on the evidence and testimony Young offered at trial, it is reasonable and just to infer that Young generally worked approximately 10 hours of overtime per week for the duration of his tenure at Cameron, and that Cameron knew Young worked these hours. Anderson, 328 U.S. at 687. Cameron, in turn, has presented evidence demonstrating that Young did not work 10 hours of overtime in specific weeks. While Cameron's evidence is not sufficient to negate the reasonableness of the inference about Young's hours, see id. at 687-88, it does affect the Court's conclusion. The Court finds that the actual amount of overtime is closer to an average of 9 hours per week, or 10% less than stated by Young.

C. Damages

Under the FLSA, overtime pay is calculated by multiplying an employee's regular hourly wage by 1.5 for every hour over 40 per week. See 29 U.S.C. § 207(a)(1); 29 C.F.R. § 778.107. The employee's regular hourly rate is determined by dividing the employee's pay for one week by the number of non-overtime hours worked, which in this case is 40. See 29 U.S.C. § 207(e).

For the period beginning July 23, 2001, and ending May 11, 2003, Young's salary was $62,000 per year. This makes for a weekly wage of $1,192.31, and a regular hourly wage of $29.81. Young's overtime wage for this period is therefore $44.71 per hour. During this period, Young worked 9 hours of overtime per week, for 94 weeks, for a total overtime wage due of $37,824.66.

For the period beginning May 12, 2003 and concluding March 29, 2004, Young's salary was $63,600. This makes for a weekly wage of $1,223.01, and a regular hourly wage of $30.58. Young's overtime wage for this period is therefore $45.87. During this period, Young worked 9 hours of overtime per week, for 47 weeks, for a total overtime wage due of $19,403.01.

For the entire time Young worked at Cameron, he is therefore due $57,227.67 in unpaid overtime wages. The Court previously ruled that Young is entitled to liquidated damages in the amount of the unpaid overtime, pursuant to 29 U.S.C. § 216(b). See Docket No. 53 at 15-18; Docket No. 65 at 3-4. Young is therefore entitled to an additional $57,227.67 in liquidated damages.

The total damage award is therefore $114,455.34.

D. Attorney's Fees and Costs

In addition to overtime and liquidated damages, Young requests that the Court award him his reasonable attorney's fees and costs. Section 216(b) authorizes the Court to "allow a

reasonable attorney's fee to be paid by the defendant, and costs of the action" in addition to damages. 29 U.S.C. § 216(b). The Court finds such an award appropriate in this matter and therefore grants Young's request.

IV. CONCLUSION

For the reasons set forth above, upon considering all of the evidence and testimony presented by the parties at trial, the Court concludes that Young is entitled to recover $114,455.34 in damages from Cameron, plus his reasonable attorney's fees and costs of suit.

No later than three business days from the date of this order, Young shall submit to the Court an accounting of his attorney's fees and costs. Upon receipt of such accounting, Judgment shall be entered in favor of Andrew Young and against Cooper Cameron Corporation.

IT IS SO ORDERED.

Dated: Oct 31, 2008

Samuel Conti

United States District Judge