NOT FOR OFFICIAL PUBLICATION
See Okla.Sup.Ct.R. 1.200 before citing.

IN THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA

DIVISION IV

FILED
COURT OF CIVIL APPEALS
STATE OF OKLAHOMA

OCT 16 2025

SELDEN JONES
CLERK

OKLAHOMA YOUTH LITERACY PROGRAM, INC. d/b/a Infinity Generation Preparatory School,

Petitioner/Appellant,

vs.

OKLAHOMA DEPARTMENT OF LABOR and VANESSA ANAYA,

Respondents/Appellees.

Case No. 122,550

APPEAL FROM THE DISTRICT COURT OF
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE NATALIE MAI, DISTRICT JUDGE

AFFIRMED

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OPINION BY GREGORY C. BLACKWELL, JUDGE:

The Oklahoma Youth Literacy Program (OKYLP) appeals the district court's order affirming the administrative law judge's final agency determination that Vanessa Anaya, a former employee of OKYLP, was entitled to regular pay in the amount of $10,498.80 and an equal amount of liquidated damages. Upon review, we find that the final agency determination was supported by substantial evidence and thereby affirm.

BACKGROUND

Vanessa Anaya worked for OKYLP from June of 2021 until she resigned effective March 4, 2022. Ms. Anaya was hired by OKYLP to work as a temporary teacher to aid with OKYLP's summer literacy program. Her starting compensation was $16.50 per hour. Ms. Anaya later transitioned to a full-time teaching position and her compensation increased to $20.19 per hour. Also in 2021, OKYLP faced a funding crisis. As a result, it no longer had sufficient funds from donations and grants to fully maintain operations. Employees were paid intermittently as donations and tuition payments came in.

Ms. Anaya filed a wage claim with the Oklahoma Department of Labor on May 19, 2022, alleging non-payment of wages by OKYLP. Specifically, she contended that she had not been paid for work she performed for OKYLP at her regular rate of pay of $1,615.20 per pay period for the following dates: November 4, 2021; November 18, 2021; December 2, 2021; January 13, 2022; February 24, 2022; March 10, 2022; and a partial check for $807.60 due on March 24, 2022. The total amount sought by Ms. Anaya was $12,114.00.

The Oklahoma Department of Labor sent notice of Ms. Anaya's wage claim and the employer response form to OKYLP on June 2, 2022, which was delivered on June 3, 2022. The notice included a due date for the employer response form of June 20, 2022. An Oklahoma Department of Labor compliance officer made a courtesy call to OKYLP on June 16, 2022, to remind them about the deadline to respond.

On June 22, 2022, two days after the deadline had passed, the executive director of OKYLP, Ms. Gina Darby, left a voicemail and emailed the labor compliance officer. Ms. Darby acknowledged that she had received notice of the wage claim; however, she maintained that the OKYLP employee who spoke with the compliance officer did not inform her of the wage claim and that the notice was sent to a post office box that she did not check. The compliance officer informed her that OKYLP's deadline to submit a response to Ms. Anaya's claim had passed and could not be extended. However, the officer also informed her that the case would be reviewed and an Administrative Order of Determination (AOD) would be sent to her. The Department of Labor also provided Ms. Darby with information regarding the procedure for requesting an appeal and an opportunity to submit documents out of time.

On June 30, 2022, the Oklahoma Department of Labor (ODOL) issued its AOD determining that OKYLP did not pay Ms. Anaya for six full pay periods plus one partial pay period. Ms. Anaya's claim for a seventh full pay period was denied due to a lack of supporting documentation. The labor compliance officer determined that OKYLP owed Ms. Anaya $10,498.80 in wages, subject to tax withholding. The labor compliance officer further ordered that OKYLP was liable for liquidated damages pursuant to 40 O.S. § 165.3(B) in the amount of $10,498.80, not subject to tax withholding, for a total determination of $20,997.60.

On July 20, 2022, OKYLP submitted a request to appeal the AOD and to submit documents out of time. ODOL responded via letter on August 2, 2022, acknowledging the request for appeal and set a hearing before an Administrative Law Judge on March 1, 2023. At the hearing, various witnesses testified and evidence was presented by OKYLP and Ms. Anaya about wages owed. On March 21, 2023, the ALJ issued a Final Agency Determination (FAD), affirming the AOD *in toto*.

OKYLP then appealed to the Oklahoma County District Court pursuant to 75 O.S. § 318(b)(2). The court conducted a hearing on the merits of OKYLP's appeal on July 15, 2024. After the hearing, the court issued an order affirming the FAD. OKYLP appeals.

STANDARD OF REVIEW

Final agency determinations issued by the ODOL are subject to appeal pursuant to the Oklahoma's Administrative Procedures Act (OAPA). *Agrawal v. Oklahoma Dep't of Labor*, 2015 OK 67, ¶ 5, 364 P.3d 618, 621. "Under the OAPA a district court, the Court of Civil Appeals and th[e Supreme] Court apply the same review standards to the administrative record." *City of Tulsa v. State ex rel. Pub. Employees Realtions Bd.*, 1998 OK 92, ¶ 12, 967 P.2d 1214, 1219. An agency's order will be affirmed if the record contains substantial evidence in support of the facts upon which the decision is based and the order is otherwise free of error. *Scott v. Oklahoma Secondary School Activities Ass'n,* 2013 OK 84, 313 P.3d 891. The order is subject to reversal, however, if the appealing party's substantial rights were prejudiced because the agency's findings, inferences, conclusions, or decisions were entered in excess of its statutory authority or jurisdiction, or were arbitrary, capricious, or clearly erroneous in view of the reliable, material, probative and substantial competent evidence. *Id.; Oklahoma Dept. of Public Safety v. McCrady,* 2007 OK 39, 176 P.3d 1194. An appellate court may not substitute its judgment for that of the agency on its factual determinations. *Id.* ¶ 10.

ANALYSIS

OKYLP first argues that the ALJ's decision to affirm the AOD *in toto* was clearly erroneous in light of the documentation and testimony provided by OKYLP. Title 75 O.S. § 322(1)(e) provides that this court may set aside or modify the order, or reverse it and remand it to the agency if it is "clearly erroneous in view of the reliable, material, probative and substantial competent evidence." OKYLP contends the final agency determination is clearly erroneous because the Oklahoma Department of Labor calculated Ms. Anaya's wages based on the assumption that she worked forty hours per week at $20.19 per hour and the time record OKYLP submitted at trial showed that on certain weeks she worked more than forty hours and some weeks she worked less. Thus, according to OKYLP's calculations, Ms. Anaya is only entitled to $9,300.52 in wages, subject to applicable taxes and deductions for insurance. Additionally, OKYLP suggests that it is entitled to $877.86 in reimbursements from Ms. Anaya for her portion of the insurance premiums paid. As a result, OKYLP claims Ms. Anaya is entitled to only $8,422.66 in unpaid wages.

OKYLP essentially claims that the ALJ did not give the proper weight or credibility to the documents provided or testimony given on behalf of OKYLP. As support for this argument, OKYLP references the fact that the final agency determination "does not discuss OKYLP's time records" and "does not evaluate any one specific exhibit submitted by OKYLP," instead addressing OKYLP's exhibits in "wholesale, lumpsum fashion." *Brief-in-Chief*, 12. Specifically, OKLYP argues that its timesheets should have been addressed by the ALJ with specificity because, as a matter of law, OKYLP was allowed to make deductions to a salaried, exempt employee's pay for days in which that employee did not work. Thus, according to OKYLP, the ALJ did not account for these deductions, nor did it credit OKYLP for the insurance premiums it paid, which shows that the ALJ's calculations were clearly erroneous.

However, the record reflects that the ALJ did consider the time records, documents, and testimony presented by OKYLP. The final agency determination reads as follows:

> After having reviewed the AOD filed of record, reviewed the ODOL files, reviewed the exhibits submitted by the parties at the hearing and admitted into evidence by the ALJ, and after having heard the testimony under oath from [Ms. Anaya] and [OKYLP], and one non-party witness, the ALJ finds as follows:
>
> 1. The findings and order of the [labor compliance officer] set forth of record in the AOD are affirmed in toto.
> 2. Claimant was, and remains, entitled to "Regular Pay" in the amount of $10,498.80, subject to state and federal taxes ... See generally ODOL Exhibits 1 and 2 and compare with Respondent's Exhibits No. 1, 3, 4, 5, 6, 7, 8, 9, and 11.

ROA 683. Thus, OKYLP's contentions that the final agency determination "does not discuss OKYLP's time records" and "does not evaluate any one specific exhibit submitted by OKYLP" are incorrect.

Additionally, in examining the exhibits admitted by OKLYP, there appear to be inconsistencies. For example, the pay stubs in OKYLP's Exhibit 1,[1] the time records in OKYLP's Exhibit 2, and OKYLP's brief provide inconsistent calculations regarding Ms. Anaya's hours worked and wages owed. For example, examining the pay period of November 7 through November 20, 2022, the pay stub reflects that Ms. Anaya worked 78.03 hours and was entitled to $1,575.83. ROA 324. The time record reflects that Ms. Anaya's total paid hours were 79.99 hours, plus overtime hours in the amounts of 1.78 and 1.27. ROA 643. In its brief, however, OKYLP contends that Ms. Anaya worked 82.74 hours total and that she was entitled to $1,615.20. *Brief-in-Chief,* 10. Next, examining the pay period of January 30 through February 12, 2022, the pay stub reflects that Ms. Anaya worked 52.16 hours and was entitled to $1,055.26. ROA 326. Meanwhile, the time record contained in appellant's Exhibit 2 and OKYLP's brief in chief state that Ms. Anaya worked 55.26 hours and was therefore entitled to $1,115.70 in wages. ROA 644; *see also Brief-in-Chief,* 10. For the pay period of February 13 to February 26, 2022, the pay stub reflects Ms. Anaya worked 49.58 hours and was entitled to $1,008.83. The time records and the appellant's brief show that

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[1] We also note that OKYLP's Exhibit 1 shows that many of the pay stubs bear a pay date of June 3, 2022. We note that this is the same day that Ms. Anaya's wage claim was delivered to OKYLP, despite OKYLP's contention that it did not receive the wage claim until much later.

Ms. Anaya's total paid hours were 52.23; therefore, she was entitled to $1,054.52.

In light of the foregoing, we note that the ALJ had the benefit of reviewing these documents and hearing the sworn testimony of the witnesses when weighing the evidence on Ms. Anaya's wage claim. While OKYLP urges that a review of the time records leads to a reduction in the wages Ms. Anaya is entitled to, we cannot reach the same conclusion. The ALJ, as the trier of fact, is responsible for determining the credibility of witnesses and the effect and weight to be given to their testimony. *Yocum v. Greenbriar Nursing Home*, 2005 OK 27, ¶ 8, 130 P.3d 213. Further, an appellate court may not substitute its judgment for that of the agency on its factual determinations. *Oklahoma Dept. of Public Safety v. McCrady,* 2007 OK 39, ¶10, 176 P.3d 1194. As discussed in greater detail below, we have no record of the testimony presented at the administrative hearing. The ALJ, however, did get to hear that testimony and reviewed OKYLP's conflicting time sheets and pay stubs, as well as the evidence Ms. Anaya presented about her hours and what she should have been paid. Thus, we find that the ALJ properly considered and weighed OKYLP's evidence against the claimant's and that the final agency determination that Ms. Anaya was entitled to $10,498.80 in wages was not clearly erroneous.

OKYLP also contends that there should be deductions from Anaya's pay for the payment of insurance premiums. For support for this contention, OKYLP states "OKYLP offered into evidence documentation and testimony that OKYLP paid for Respondent Anaya's portions of her health insurance premiums." *Reply*

Brief, 2. First, we note that there is no transcript of the administrative hearing in this record. This Court has repeatedly held that "legal error may not be presumed in an appellate court from a silent record." *Hamid v. Sew Original*, 1982 Ok 46, ¶ 6, 645 P.2d 496. We must assume, absent a record showing otherwise, that the ALJ heard OKYLP's evidence regarding the insurance premiums and still decided that Ms. Anaya was entitled to pay in amount of $10,498.80. As discussed above, the ALJ, as the trier of fact, is responsible for determining the credibility of witnesses and the effect and weight to be given to their testimony. *Yocum v. Greenbriar Nursing Home*, 2005 OK 27, ¶ 8, 130 P.3d 213. Further, an appellate court may not substitute its judgment for that of the agency on its factual determinations. *Oklahoma Dept. of Public Safety v. McCrady*, 2007 OK 39, ¶10, 176 P.3d 1194. Therefore, we cannot say that OKYLP was entitled to a credit for payment of insurance premiums, especially when we do not know what was presented to the ALJ on this issue at the administrative hearing. It is the ALJ's responsibility, not this Court's, to determine weight and the credibility of the testimony and evidence presented, and, therefore, we decline to order a reduction of Ms. Anaya's wages based on the purported payment of insurance premiums.

OKYLP also asserts that it established a bona fide dispute regarding the regular wages owed to respondent such that liquidated damages were not appropriate. An employer that fails to pay wages due after terminating an employee is subject to liquidated damages unless a bona fide disagreement exists. *See* 40 O.S. §§ 165.3 and 165.4. Specifically, in its relevant part, the statute states:

> A. In order to successfully allege a bona fide disagreement over the amount of wages, the employer shall:
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> 1. Pay such amount as the employer concedes to be due, without condition, within the time required by Sections 165.2 and 165.3 of this title; and
>
> 2. Provide to the employee, within fifteen (15) days of either receipt of a wage claim form from the Department of Labor or certified mail receipt of written demand from an employee, written explanation of the relevant facts and/or evidence which supports the belief of the employer that the wages in dispute are not owed.

40 O.S. § 165.4.

It is undisputed that OKYLP did not pay Ms. Anaya any of the amount requested in her wage claim. It is also undisputed that the first time OKYLP conceded that it owed Ms. Anaya wages was on July 20, 2022. The wage claim was delivered on June 3, 2022. Thus, OKYLP did not provide Ms. Anaya, within fifteen days of receipt of the wage claim form, a written explanation as to why it believed that the wages in dispute are not owed. Therefore, we find that OKYLP could not successfully allege a bona fide disagreement over the amount of wages.

Finally, OKYLP contends the final agency determination is subject to modification or vacatur because the agency did not include any specific findings of fact essential to warrant a liquidated damages award. Pursuant to 75 O.S. § 322(g), this Court may set aside, modify, or reverse an administrative order if it determines the agency order failed to make findings of fact regarding issues essential to the decision despite a request for the same. OKYLP asserts that its request that the ALJ "find that liquidated damages are not warranted based on

Appellant's good faith in attempting to resolve the dispute" constitutes a request for specific findings of finding of fact on the issue. *Brief-in-Chief,* 13-14. We disagree. OKYLP did not request specific findings of fact regarding liquated damages, but rather, requested a "[p]roposed [r]emedy" that the agency "[r]educe [the] award of wages owed to $8901.28 & find that liquidated damages are not warranted. Based on a Appellant's good faith in attempting to resolve dispute." ROA 626. We find that such a request does not amount to a request for specific findings of fact as contemplated by § 322(g).

For these reasons, the judgment of the district court affirming the final agency determination is itself affirmed.

AFFIRMED.

WISEMAN, P.J., and FISCHER, J., concur.

October 16, 2025