

ENDORSED
FILED
KERN COUNTY

JUN 25 2013

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CASE MANAGEMENT CONFERENCE:

Hearing Date: 12/23/13

Time: 830 AM

Department: 11

See CRC Rule 3.720 Et. Seq.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

S-1500-CV 279707 DRL
CASE NO.

10 LANDON FULMER, JR; individually, and
11 on behalf of other members of the general
12 public similarly situated, and on behalf of
13 aggrieved employees pursuant to the Private
14 Attorneys General Act ("PAGA");

15 Plaintiff,

16 vs.

17 GOLDEN STATE DRILLING, INC., a
18 California Corporation and Does 1 through
19 100, inclusive,

20 Defendants.

CLASS ACTION COMPLAINT FOR
DAMAGES & ENFORCEMENT UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE §
2698, ET SEQ.

- (1) Violation of California Labor Code §§ 510, 1194, and 1198
- (2) Violation of California Labor Code §§ 226.7 and 512(a)
- (3) Violation of California Labor Code § 226.7
- (4) Violation of California Labor Code §§ 201, 202, and 203
- (5) Violation of California Labor Code § 226(a)
- (6) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)
- (7) Violation of California Business & Professions Code § 17200

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff Landon Fulmer, Jr., individually and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.
2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other courts.” The statutes under which this action is brought do not specify any other basis for jurisdiction.
3. This Court has jurisdiction over all Defendants because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.
4. Venue is proper in Kern County because, amongst other reasons, Plaintiff resided in Kern County while employed by Defendant, Defendant has maintained and continues to maintain operations in Kern County, key witnesses are located within Kern County, Defendant employs Kern County residents, including some of the class members.

THE PARTIES

5. Plaintiff Landon Fulmer, Jr. (“Plaintiff”) is an individual residing in the County of Los Angeles, State of California.
6. Defendant GOLDEN STATE DRILLING, INC., is a Corporation organized and existing under the laws of the State of California, and

transacts business throughout the State of California, including the County of Kern.

7. At all relevant times, GOLDEN STATE DRILLING was the “employer” of Plaintiff and the other class members within the meaning of all applicable state laws and statutes.

8. At all times herein relevant, GOLDEN STATE DRILLING and Does 1 through 100, and each of them, were the agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each defendant designated herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants Does 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a Doe is legally responsible for the events and happenings referred to in this complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members alleged in this complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. GOLDEN STATE DRILLING and Does 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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FACTUAL ALLEGATIONS

11. Defendants employed Plaintiff as an hourly paid or non-exempt employee from approximately July 2010 to approximately August 2012 in the State of California.
12. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and the other class members' employment; and, to supervise their daily employment activities.
13. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.
14. Plaintiff is informed and believes, and based thereon alleges, that at all times herein relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about California wage law, employment and personnel practices.
15. Plaintiff is informed and believes, and based thereon alleges, that at all times herein relevant, without any justification, Defendants ignored the employment and personnel policy changes proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about California wage laws, employment and personnel practice.
16. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for all time worked, minimum wage and overtime compensation and that they were not receiving wages for all hours worked, minimum wage and wages for overtime compensation.

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- 1 17. Plaintiff is informed and believes, and based thereon alleges, that
2 Defendants engaged in a uniform policy and systematic scheme of wage
3 abuse against their insurance agents. This scheme involved, *inter alia*,
4 failing to pay its employees for all time worked, including all travel time,
5 failing to pay minimum wage, failing to pay overtime according to
6 California Labor Laws and failing to provide employees with proper meal
7 and rest breaks.
- 8 18. Plaintiff is informed and believes, and based thereon alleges, that
9 Defendants knew or should have known that Plaintiff and the other class
10 members were entitled to receive all wages owed to them upon discharge
11 or resignation.
- 12 19. Plaintiff is informed and believes, and based thereon alleges, that
13 Defendants knew or should have known that Plaintiff and the other class
14 members were entitled to receive complete and accurate wage statements
15 in accordance with California law.
- 16 20. Plaintiff is informed and believes, and based thereon alleges, that
17 Defendants knew or should have known that they had a duty to
18 compensate Plaintiff and the other class members pursuant to California
19 law, and that Defendants had the financial ability to pay such
20 compensation, but willfully, knowingly, and intentionally failed to do so,
21 and falsely represented to Plaintiff and the other class members that they
22 were properly denied wages, all in order to increase Defendants' profits.
- 23 21. At all material times set forth herein, Defendants failed to pay overtime
24 wages to Plaintiff and the other class members.
- 25 22. At all material times set forth herein, Defendants failed to pay wages for
26 all time worked to Plaintiff and the other class members.
- 27 23. At all material times set forth herein, Defendants failed to pay minimum
28 wage to Plaintiff and the other class members.

1 24. At all material times set forth herein, Defendants failed to provide
2 complete and accurate wage statements to Plaintiff and the other class
3 members.

4 25. At all material times set forth herein, Defendants failed to pay Plaintiff
5 and the other class members all wages owed to them upon discharge or
6 resignation.

7 **CLASS ACTION ALLEGATIONS**

8 26. Plaintiff brings this action on his own behalf and on behalf of all other
9 members of the general public similarly situated, and thus, seeks class
10 certification under Code of Civil Procedure § 382.

11 27. The proposed class is defined as follows:

12 All current and former California-based hourly paid or non-exempt field
13 employees who worked for Defendants within the State of California at
14 any time during the period of four years preceding the filing of this
15 Complaint to final judgment.

16 28. Plaintiff reserves the right to establish other subclasses as appropriate.

17 29. The class is ascertainable and there is a well-defined community of
18 interest in the litigation:

19 a. The class members are so numerous that joinder of all class
20 members is impracticable. The membership of the entire class is
21 unknown to Plaintiff at this time; however, the class is estimated to
22 be more than (100) individuals and the identity of such membership
23 is readily ascertainable by inspection of Defendants' employment
24 records.

25 b. Plaintiff's claims are typical of all other class members' as
26 demonstrated herein. Plaintiff will fairly and adequately protect
27 the interests of the other class members with whom he has a well-
28 defined community of interest.

- 1 c. Plaintiff will fairly and adequately protect the interests of each
2 class member, with whom he has a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiff
4 has no interest that is antagonistic to the other class members.
5 Plaintiff's attorneys, the proposed class counsel, are versed in the
6 rules governing class action discovery, certification, and
7 settlement. Plaintiff has incurred, and during the pendency of this
8 action will continue to incur, costs and attorneys' fees, that have
9 been, are, and will be necessarily expended for the prosecution of
10 this action for the substantial benefit of each class member.
- 11 d. A class action is superior to other available methods for the fair and
12 efficient adjudication of this litigation because individual joinder of
13 all class members is impractical.
- 14 e. Certification of this lawsuit as a class action will advance public
15 policy objectives. Employers of this great state violate
16 employment and labor laws every day. Current employees are
17 often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who
19 are not named in the complaint anonymity that allows for the
20 vindication of their rights.
- 21 30. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The
23 following common questions of law or fact, among others, exists as to the
24 members of the class:
- 25 a. Whether Defendants required Plaintiff and the other class members
26 to work over eight (8) hours per day and/or over forty (40) hours
27 per week and failed to pay the legally required overtime
28 compensation to Plaintiff and the other class members;

- 1 b. Whether Defendants failed to pay Plaintiff and the other class
2 members for all hours worked;
- 3 c. Whether Defendants failed to pay Plaintiff and other class members
4 minimum wage;
- 5 d. Whether Defendants failed to provide Plaintiff and other class
6 members meal breaks pursuant to California law;
- 7 e. Whether Defendants failed to provide Plaintiff and other class
8 members rest breaks pursuant to California law;
- 9 f. Whether Defendants failed to pay all wages due to Plaintiff and the
10 other class members within the required time upon their discharge
11 or resignation;
- 12 g. Whether Defendants complied with wage reporting as required by
13 the California Labor Code; including, but not limited to,
14 Section 226;
- 15 h. Whether Defendants' conduct was willful or reckless; and
- 16 i. Whether Defendants engaged in unfair business practices in
17 violation of California Business & Professions Code sections
18 17200 et seq.;

19 31. At all times herein set forth, PAGA was applicable to Plaintiff's
20 employment by Defendants.

21 32. At all times herein set forth, PAGA provides that any provision of law
22 under the California Labor Code that provides for a civil penalty,
23 including unpaid wages and premium wages, to be assessed and collected
24 by the LWDA for violations of the California Labor Code may, as an
25 alternative, be recovered through a civil action brought by an aggrieved
26 employee on behalf of himself and other current or former employees
27 pursuant to procedures outlined in California Labor Code section 2699.3.

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- 1 33. Pursuant to PAGA, a civil action under PAGA may be brought by an
2 “aggrieved employee,” who is any person that was employed by the
3 alleged violator and against whom one or more of the alleged violations
4 was committed.
- 5 34. Plaintiff was employed by Defendants and the alleged violations were
6 committed against him during his time of employment and he is,
7 therefore, an aggrieved employee. Plaintiff and the other employees are
8 “aggrieved employees” as defined by California Labor Code section
9 2699(c) in that they are all current or former employees of Defendants,
10 and one or more of the alleged violations were committed against them.
- 11 35. Pursuant to California Labor Code sections 2699.3 and 2699.5, an
12 aggrieved employee, including Plaintiff, may pursue a civil action arising
13 under PAGA after the following requirements have been met:
- 14 a. The aggrieved employee shall give written notice by certified mail
15 (hereinafter “Employee’s Notice”) to the LWDA and the employer
16 of the specific provisions of the California Labor Code alleged to
17 have been violated, including the facts and theories to support the
18 alleged violations.
- 19 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to
20 the employer and the aggrieved employee by certified mail that it
21 does not intend to investigate the alleged violation within thirty
22 (30) calendar days of the postmark date of the Employee’s Notice.
23 Upon receipt of the LWDA Notice, or if the LWDA Notice is not
24 provided within thirty-three (33) calendar days of the postmark
25 date of the Employee’s Notice, the aggrieved employee may
26 commence a civil action pursuant to California Labor Code section
27 2699 to recover civil penalties in addition to any other penalties to
28 which the employee may be entitled.

1 36. On June 24, 2013, Plaintiff provided written notice by certified mail to the
2 LWDA and to Defendants of the specific provisions of the California
3 Labor Code alleged to have been violated, including the facts and theories
4 to support the alleged violations. After July 27, 2013, Plaintiff reserves
5 the right to amend this complaint to include the LWDA Notice informing
6 Plaintiff that the LWDA does not intend to investigate. Therefore, the
7 administrative prerequisites under California Labor Code section
8 2699.3(a) to recover civil penalties, including unpaid wages and premium
9 wages per California Labor Code section 558, against Defendants, in
10 addition to other remedies, for violations of California Labor Code
11 sections 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1198, and 2802
12 will have been satisfied.

13 **FIRST CAUSE OF ACTION**
14 **(Violation of California Labor Code §§ 510, 1194 and 1198)**
15 **(Against GOLDEN STATE DRILLING and DOES 1 through 100)**

16 37. Plaintiff incorporates by reference the allegations contained in paragraphs
17 1 through 36, and each and every part thereof with the same force and
18 effect as though fully set forth herein.

19 38. Pursuant to California Labor Code § 1198 and the applicable IWC Wage
20 Order, it is unlawful to employ persons without compensating them at a
21 rate of pay either time-and-one-half or two-times that person's regular rate
22 of pay, depending on the number of hours worked by the person on a daily
23 or weekly basis.

24 39. Pursuant to California Labor Code § 1198, the maximum hours of work
25 and the standard conditions of labor fixed by the commission shall be the
26 maximum hours of work and the standard conditions of labor for

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employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

40. Pursuant to the applicable IWC Wage Order, Defendants are and were required to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

41. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

42. Pursuant to California Labor Code section 510, any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

43. Pursuant to California Labor Code section 510, Plaintiff and the other class members are entitled to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at

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twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

44. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day.

45. During the relevant time period, Plaintiff and the other class members worked in excess of forty (40) hours in a week

46. During the relevant time period, Plaintiff and the other class members were subject to Defendant's control and were not compensated.

47. At all relevant times, California Labor Code sections 1194, 1197, and

48. 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

49. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

50. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

51. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

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- 1 52. Pursuant to California Labor Code section 1194.2, Plaintiff and the other
2 class members are entitled to recover liquidated damages in an amount
3 equal to the wages unlawfully unpaid and interest thereon.
- 4 53. During the relevant time period, Defendants intentionally and willfully
5 failed to pay overtime wages, minimum wages and wages owed to
6 Plaintiff and the other class members.
- 7 54. Defendants' failure to pay Plaintiff and the other class members overtime
8 compensation as required by California laws, violates the provisions of
9 California Labor Code sections 510, 1194 and 1198, and is therefore
10 unlawful.
- 11 55. Pursuant to California Labor Code section 1194, Plaintiff and the other
12 class members are entitled to recover unpaid overtime compensation as
13 well as interest, costs, and attorneys' fees.

14 **SECOND CAUSE OF ACTION**
15 **(Violation of California Labor Code §§ 226.7 and 512(a))**
16 **(Against GOLDEN STATE DRILLING and DOES 1 through 100)**

- 17 56. Plaintiff incorporates by reference the allegations contained in paragraphs
18 1 through 55, and each and every part thereof with the same force and
19 effect as though fully set forth herein.
- 20 57. At all times herein mentioned, the Industrial Welfare Commission Order
21 and California Labor Code sections 226.7 and 512(a) were applicable to
22 Plaintiff and the other class members' employment by Defendants.
- 23 58. Pursuant to California Labor Code section 226.7, no employer shall
24 require any employee to work during any meal or rest period mandated by
25 an applicable order of the Industrial Welfare Commission.
- 26 59. Pursuant to California Labor Code section 512(a), an employer may not
27 employ an employee for a work period of more than five hours per day
28 without providing the employee with a meal period of not less than 30

minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

60. Pursuant to California Labor Code section 512(a), an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

61. As alleged herein, Defendants routinely interrupted and/or failed to permit, authorize and/or provide Plaintiff's and class members' meal breaks. By these actions, Defendants violated California Labor Code sections 226.7(a) and 512(a), and is liable to Plaintiff and the other class members.

62. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for a period of time in excess of six (6) hours, and were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

63. During the relevant time period, Plaintiff and the other class members who were scheduled to work in excess of ten (10) hours but not longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

64. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal

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1 periods and failed to pay Plaintiff and the other class members the full
2 meal period premium for work performed during meal periods.

3 65. Defendants' conduct violates applicable Industrial Welfare Commission
4 Wage Orders, and California Labor Code sections 226.7 and 512(a).

5 66. Pursuant to California Labor Code section 226.7(b), Plaintiff and the other
6 class members are entitled to recover from Defendants one additional hour
7 of pay at the employee's regular rate of compensation for each work day
8 that the meal is not provided.

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10 **THIRD CAUSE OF ACTION**
11 **(Violation of California Labor Code §§ 226.7)**
12 **(Against GOLDEN STATE DRILLING and DOES 1 through 100)**

13 67. Plaintiff incorporates by reference the allegations contained in paragraphs
14 1 through 66, and each and every part thereof with the same force and
15 effect as though fully set forth herein.

16 68. At all times herein set forth, the applicable IWC Wage Order and
17 California Labor Code section 226.7 were applicable to Plaintiff's and the
18 other class members' employment by Defendants.

19 69. At all relevant times, California Labor Code section 226.7 provides that
20 no employer shall require an employee to work during any rest period
21 mandated by an applicable order of the California IWC.

22 70. At all relevant times, the applicable IWC Wage Order provides that
23 "[e]very employer shall authorize and permit all employees to take rest
24 periods, which insofar as practicable shall be in the middle of each work
25 period" and that the "rest period time shall be based on the total hours
26 worked daily at the rate of ten (10) minutes net rest time per four (4) hours
27 or major fraction thereof" unless the total daily work time is less than
28 three and one-half (3 ½) hours.

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- 1 71. During the relevant time period, Defendants required Plaintiff and other
2 class members to work four (4) or more hours without authorizing or
3 permitting a ten (10) minute rest period per each four (4) hour period
4 worked.
- 5 72. During the relevant time period, Defendants willfully required Plaintiff
6 and the other class members to work during rest periods and failed to pay
7 Plaintiff and the other class members the full rest period premium for work
8 performed during rest periods.
- 9 73. During the relevant time period, Defendants failed to pay Plaintiff and
10 the other class members the full rest period premium due pursuant to
11 California Labor Code section 226.7
- 12 74. Defendants' conduct violates applicable IWC Wage Orders and California
13 Labor Code section 226.7.
- 14 75. Pursuant to the applicable IWC Wage Orders and California Labor Code
15 section 226.7(b), Plaintiff and the other class members are entitled to
16 recover from Defendants one additional hour of pay at the employees'
17 regular hourly rate of compensation for each work day that the rest period
18 was not provided.

19 **FOURTH CAUSE OF ACTION**
20 **(Labor Code §§ 201, 202, and 203)**
21 **(Against GOLDEN STATE DRILLING and DOES 1 through 100)**

- 22 76. Plaintiff incorporate by reference the allegations contained in paragraphs
23 1 through 75, and each and every part thereof with the same force and
24 effect as though fully set forth herein.
- 25 77. Pursuant to California Labor Code sections 201 and 202, if an employer
26 discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately, and if an employee quits his
28 or her employment, his or her wages shall become due and payable not

1 later than seventy-two (72) hours thereafter, unless the employee has
2 given seventy-two (72) hours notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of
4 quitting.

5 78. During the relevant time period, Defendants intentionally and willfully
6 failed to pay Plaintiff and the other class members their wages, earned and
7 unpaid, within seventy-two (72) hours of Plaintiff and the other class
8 members leaving Defendants' employ.

9 79. Defendants' failure to pay Plaintiff and the other class members their
10 wages, earned and unpaid, within seventy-two (72) hours of her leaving
11 Defendants' employ, is in violation of California Labor Code sections 201
12 and 202.

13 80. Pursuant to California Labor Code section 203, if an employer willfully
14 fails to pay, without abatement or reduction, in accordance with Sections
15 201 and 202, any wages of an employee who is discharged or who quits,
16 the wages of the employee shall continue as a penalty from the due date
17 thereof at the same rate until paid or until an action is commenced; but the
18 wages shall not continue for more than thirty (30) days.

19 81. Plaintiff and the other class members are entitled to recover the statutory
20 penalty for each day they were not paid, at her regular hourly rate of pay,
21 up to thirty (30) days maximum pursuant to California Labor Code section
22 203.

23 **FIFTH CAUSE OF ACTION**
24 **(Violation of California Labor Code § 226(a))**
25 **(Against GOLDEN STATE DRILLING and DOES 1 through 100)**

26 82. Plaintiff incorporates by reference the allegations contained in paragraphs
27 1 through 81, and each and every part thereof with the same force and
28 effect as though fully set forth herein.

- 1 83. Pursuant to California Labor Code section 226(a), every employer shall
2 furnish each of his or her employees an accurate itemized statement in
3 writing showing (1) gross wages earned, (2) total hours worked by the
4 employee, (3) the number of piece-rate units earned and any applicable
5 piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
6 provided that all deductions made on written orders of the employee may
7 be aggregated and shown as one item, (5) net wages earned, (6) the
8 inclusive dates of the period for which the employee is paid, (7) the name
9 of the employee and his or her social security number, (8) the name and
10 address of the legal entity that is the employer, and (9) all applicable
11 hourly rates in effect during the pay period and the corresponding number
12 of hours worked at each hourly rate by the employee. The deductions
13 made from payments of wages shall be recorded in ink or other indelible
14 form, properly dated, showing the month, day, and year, and a copy of the
15 statement or a record of the deductions shall be kept on file by the
16 employer for at least three years at the place of employment or at a central
17 location within the State of California.
- 18 84. Defendants intentionally and willfully failed to provide Plaintiff and the
19 other class members with complete and accurate wage statements. The
20 deficiencies included one or more of the following: the failure to include
21 the total number of hours worked by Plaintiff and the other class members
22 and the failure to include the hourly rate.
- 23 85. As a result of Defendants' violation of California Labor Code section
24 226(a), Plaintiff and the other class members have suffered injury and
25 damage to their statutorily-protected rights.
- 26 86. More specifically, Plaintiff and the other class members have been injured
27 by Defendants' intentional and willful violation of California Labor Code
28 section 226(a) because they were denied both their legal right to receive,

1 and their protected interest in receiving, accurate and itemized wage
2 statements pursuant to California Labor Code section 226(a).

- 3 87. Plaintiff and the other class members are entitled to recover from
4 Defendants the greater of their actual damages caused by Defendants'
5 failure to comply with California Labor Code section 226(a), or an
6 aggregate penalty not exceeding four thousand dollars per employee.

7 **SIXTH CAUSE OF ACTION**
8 **Violation of California Labor Code § 2698, *et seq.***
9 **(Against GOLDEN STATE DRILLING and DOES 1 through 100)**

- 10 88. Plaintiff incorporates by reference the allegations contained in paragraphs
11 1 through 87, and each and every part thereof with the same force and
12 effect as though fully set forth herein.

- 13 89. PAGA expressly establishes that any provision of the California Labor
14 Code which provides for a civil penalty to be assessed and collected by
15 the LWDA, or any of its departments, divisions, commissions, boards,
16 agencies or employees for a violation of the California Labor Code, may
17 be recovered through a civil action brought by an aggrieved employee on
18 behalf of himself or herself, and other current or former employees.

- 19 90. Whenever the LWDA, or any of its departments, divisions, commissions,
20 boards, agencies, or employees has discretion to assess a civil penalty, a
21 court in a civil action is authorized to exercise the same discretion, subject
22 to the same limitations and conditions, to assess a civil penalty.

- 23 91. Plaintiff and the other non-exempt employees are "aggrieved employees"
24 as defined by California Labor Code section 2699(c) in that they are all
25 current or former employees of Defendants, and one or more of the
26 alleged violations was committed against them.

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1 92. In addition to civil penalties California Labor Code section 558 authorizes
2 collection of wages for violation of a section of this chapter or any
3 provision regulating hours and days of work in any order of the Industrial
4 Welfare Commission.

5 **Failure to Pay Overtime**

6 93. Defendants' failure to pay legally required overtime wages to Plaintiff and
7 the other aggrieved employees is in violation of the Wage Orders and
8 constitutes unlawful or unfair activity prohibited by California Labor
9 Code sections 510 and 1198.

10 **Failure to Pay Minimum Wage**

11 94. Defendants' failure to pay legally required minimum wages to Plaintiff
12 and the other aggrieved employees is in violation of the Wage Orders and
13 constitutes unlawful or unfair activity prohibited by California Labor
14 Code section 1194.

15 **Failure to Provide Meal Periods**

16 95. Defendants' failure to provide legally required meal periods or to pay
17 premium wages for missed or interrupted meal periods to Plaintiff and the
18 other aggrieved employees is in violation of the Wage Orders and
19 constitutes unlawful or unfair activity prohibited by California Labor
20 Code sections 226.7 and 512(a).

21 **Failure to Provide Rest Periods**

22 96. Defendants' failure to provide legally required rest periods or to pay
23 premium wages for missed or interrupted meal periods to Plaintiff and the
24 other aggrieved employees is in violation of the Wage Orders and
25 constitutes unlawful or unfair activity prohibited by California Labor
26 Code sections 226.7.

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1 **Failure to Timely Pay Wages During Employment**

2 97. Defendants’ failure to timely pay wages to Plaintiff and the other
3 aggrieved employees during employment in accordance with Labor Code
4 section 204 constitutes unlawful and/or unfair activity prohibited by
5 California Labor Code section 204.

6 **Failure to Provide Complete and Accurate Wage Statements**

7 98. Defendants’ failure to provide complete and accurate wage statements to
8 Plaintiff and the other aggrieved employees in accordance with Labor
9 Code section 226(a) constitutes unlawful and/or unfair activity prohibited
10 by California Labor Code section 226(a).

11 **Failure to Keep Complete and Accurate Payroll Records**

12 99. Defendants’ failure to keep complete and accurate payroll records relating
13 to Plaintiff and the other aggrieved employees in accordance with
14 California Labor Code section 1174(d) constitutes unlawful and/or unfair
15 activity prohibited by California Labor Code section 1174(d).

16 **Failure to Timely Pay Wages Upon Termination**

17 100. Defendants’ failure to timely pay wages to Plaintiff and the other
18 aggrieved employees upon termination of employment in accordance with
19 Labor Code section 201 and 202 constitutes unlawful and/or unfair
20 activity prohibited by California Labor Code section 203.

21 Pursuant to California Labor Code section 2699, Plaintiff, individually,
22 and on behalf of all aggrieved employees, request and are entitled to
23 recover from Defendants and each of them, unpaid wages, and/or
24 untimely wages according to proof, interest, attorneys’ fees and costs
25 pursuant to California Labor Code section 218.5, as well as all statutory
26 penalties against Defendants, and each of them, including but not limited
27 to:

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- 1 a. Penalties under California Labor Code section 2699 in the amount of
2 a hundred dollars (\$100) for each aggrieved employee per pay
3 period for the initial violation, and two hundred dollars (\$200) for
4 each aggrieved employee per pay period for each subsequent
5 violation;
- 6 b. Penalties under California Code of Regulations Title 8 section 11070
7 in the amount of fifty dollars (\$50) for each aggrieved employee per
8 pay period for the initial violation, and one hundred dollars (\$100)
9 for each aggrieved employee per pay period for each subsequent
10 violation;
- 11 c. Penalties under California Labor Code section 210 in addition to,
12 and entirely independent and apart from, any other penalty provided
13 in the California Labor Code in the amount of a hundred dollars
14 (\$100) for each aggrieved employee per pay period for the initial
15 violation, and two hundred dollars (\$200) for each aggrieved
16 employee per pay period for each subsequent violation; and
- 17 d. Wages under California Labor Code section 558 in addition to, and
18 entirely independent and apart from, any other penalty provided in
19 the California Labor Code; and
- 20 e. Any and all additional penalties and sums as provided by the
21 California Labor Code and/or other statutes.

22 101. Pursuant to California Labor Code section 2699(i), civil penalties
23 recovered by aggrieved employees shall be distributed as follows:
24 seventy-five percent (75%) to the Labor and Workforce Development
25 Agency for the enforcement of labor laws and education of employers and
26 employees about their rights and responsibilities and twenty-five percent

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(25%) to the aggrieved employees. Wages recovered pursuant to California Labor Code section 558 shall be paid directly to the affected employees.

102. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 2699, 218.5, and 210 and any other applicable statute.

SEVENTH CAUSE OF ACTION
(Violation of California Business & Professions Code § 17200 *et seq.*)
(Against GOLDEN STATE DRILLING and DOES 1 through 100)

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

104. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the other class members, and Defendants' competitors. Accordingly, Plaintiff and the other class members seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

105. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200 *et seq.*

106. A violation of California Business & Professions Code section 17200 *et seq.* may be predicated on the violation of any state or federal law. As described herein, Defendants violated California Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, and 1198.

107. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

108. Plaintiff and the other class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

1 109. Pursuant to California Business & Professions Code sections 17200 et
2 seq., Plaintiff and the other class members are entitled to restitution of the
3 wages and other monies wrongfully withheld and retained by Defendants
4 pursuant to California Labor Code §§ 510, 1194, and 1198.

5 110. Pursuant to California Business & Professions Code section 17200 et seq.,
6 injunctive relief is necessary to prevent Defendants from continuing to
7 engage in the unfair business practices as alleged herein. Plaintiff is
8 informed and believes that Defendants have committed and will continue
9 to commit the above-described unlawful acts unless restrained or enjoined
10 by this Court. Unless the relief prayed for below is granted, a multiplicity
11 of actions will result. Plaintiff and the other class members have no plain,
12 speedy, or adequate remedy at law, in that pecuniary compensation alone
13 would not afford adequate and complete relief. The above-described acts
14 will cause great and irreparable damage to Plaintiff and the other class
15 members unless Defendant is restrained from committing further illegal
16 acts.

17 111. Plaintiff and the other class members are entitled to an award of attorneys'
18 fees and costs pursuant to California Code of Civil Procedure section
19 1021.5 and other applicable laws.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually and on behalf of all other members of the
22 public similarly situated, prays for relief and judgment against Defendants, jointly and
23 severally, as follows:

24 Class Certification

- 25 1. That this action be certified as a class action;
26 2. That Plaintiff be appointed as the representative of the class;
27 3. That counsel for Plaintiff be appointed as class counsel;

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1 4. That Defendant provide to class counsel, immediately upon its
2 appointment, the names and most current contact information (address and
3 telephone numbers) of all class members.

4 As to the First Cause of Action

- 5 5. For general unpaid wages at overtime wage rates, minimum wage rates
6 and such general and special damages as may be appropriate;
7 6. For pre-judgment interest on any unpaid overtime compensation
8 commencing from the date such amounts were due;
9 7. For the imposition of statutory penalties;
10 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
11 statute;
12 9. For civil penalties pursuant to California Labor Code sections 2699(a), (f)
13 and (g) plus costs and attorneys' fees for violation of California Labor
14 Code sections 510, 1194, 1197, 1197.1 and 1198; and
15 10. For such other and further relief as the court may deem just and proper.

16 As to the Second Cause of Action

- 17 11. For general unpaid premium wages and such general and special damages
18 as may be appropriate;
19 12. For pre-judgment interest on any unpaid premium wages commencing
20 from the date such amounts were due;
21 13. For the imposition of statutory penalties;
22 14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 statute; and
24 15. For such other and further relief as the court may deem just and proper.

25 As to the Third Cause of Action

- 26 16. For general unpaid premium wages and such general and special damages
27 as may be appropriate;

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- 1 17. For pre-judgment interest on any unpaid premium wages commencing
2 from the date such amounts were due;
3 18. For the imposition of statutory penalties;
4 19. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 statute; and
6 20. For such other and further relief as the court may deem just and proper.

7 As to the Fourth Cause of Action

- 8 21. For actual, consequential and incidental losses and damages, according to
9 proof;
10 22. For statutory penalties pursuant to California Labor Code section 203 for
11 Plaintiff and all other class members who have left Defendants' employ;
12 23. For reasonable attorneys' fees and costs of suit incurred herein;
13 24. For civil penalties pursuant to California Labor Code sections 2699(a), (f)
14 and (g) plus costs and attorneys' fees for violation of California Labor
15 Code sections 201, 202 and 203; and
16 25. For such other and further relief as the court may deem just and proper.

17 As to the Fifth Cause of Action

- 18 26. For actual, consequential and incidental losses and damages, according to
19 proof;
20 27. For statutory penalties pursuant to California Labor Code section 226(e);
21 28. For injunctive relief to ensure compliance with this section, pursuant to
22 California Labor Code section 226(g);
23 29. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code section 226(e);
25 30. For civil penalties pursuant to California Labor Code sections 2699(a), (f)
26 and (g) plus costs and attorneys' fees for violation of California Labor
27 Code sections 226(a); and

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1 31. For such other and further relief as the court may deem just and proper

2 As to the Sixth Cause of Action

3 32. For civil penalties and wages pursuant to California Labor Code sections
4 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of
5 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
6 512(a), 1174, 1194, 1197, 1197.1, and 1198; and

7 33. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 As to the Seventh Cause of Action

10 34. For restitution of unpaid wages and other monies wrongfully withheld and
11 retained by Defendants to Plaintiff and the other class members and
12 prejudgment interest from the day such amount were due and payable;

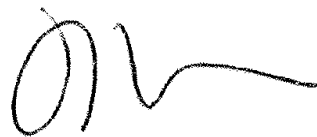
13 35. For reasonable attorneys' fees and costs of suit incurred herein that
14 Plaintiff and the other class members are entitled to recover under
15 California Code of Civil Procedure section 1021.5.

16 36. For injunctive relief to ensure compliance with this section, pursuant to
17 California Business & Professions Code section 17200 et seq.; and

18 37. For such other and further relief as the court may deem just and proper.
19

20 Dated: June 25, 2013

R. REX PARRIS LAW FIRM

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22
23

24 By: _____
25 Alexander R. Wheeler
26 *Attorneys for Plaintiff*
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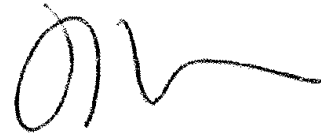
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DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of the members of the public similarly situated, hereby demands a trial by a jury.

Dated: June 25, 2013

R. REX PARRIS LAW FIRM



By: _____
Alexander R. Wheeler
Attorneys for Plaintiff

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On December 9, 2025, I served the foregoing document described as

**CLASS ACTION COMPLAINT FOR DAMAGES & ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

for the following case: **Landon Fulmer v. Golden State Drilling, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-289883-17**
Court Case No.: S-1500-CV 279707 DRL
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 9, 2025, at Pasadena, California.



Christina Castro