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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF KERN**

LLOYD ALLEN TIPPETTS, on behalf of  
the State of California, as a private attorney  
general,

Plaintiff,

vs.

HALLIBURTON ENERGY SERVICES,  
INC., a Corporation; and DOES 1 through  
50, inclusive,

Defendants.

Case No. BCV-21-100101

**REPRESENTATIVE ACTION**  
**COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code  
§ 2699, *et seq.* for violations of Labor  
Code §§ 201, 202, 203, 204 *et seq.*, 210,  
226(a), 226.7, 351, 510, 512, 558(a)(1)(2),  
1194, 1197, 1197.1, 1198, 2802,  
California Code of Regulations, Title 8,  
Section 11040, Subdivision 5(A)-(B).

1 Plaintiff Lloyd Allen Tippetts (“PLAINTIFF”), on behalf of the people of the State of  
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor  
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on  
4 information and belief, except for his own acts and knowledge which are based on personal  
5 knowledge, the following:

### 6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendant HALLIBURTON ENERGY  
8 SERVICES, INC. (“DEFENDANT”) seeking only to recover PAGA civil penalties for himself,  
9 and on behalf of all current and former aggrieved employees that worked for DEFENDANT.  
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**  
11 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage  
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those  
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA to permit an individual to bring an action on  
15 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole  
16 nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for  
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that  
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this  
20 complaint should be construed as attempting to obtain any relief that would not be available in  
21 a PAGA-only action.

### 22 **THE PARTIES**

23 4. Defendant Halliburton Energy Services, Inc. (“DEFENDANT”) is a Corporation  
24 that at all relevant times mentioned herein conducted and continues to conduct substantial  
25 business in the state of California.

26 5. DEFENDANT is an oil field service company founded in 1919.

27 6. PLAINTIFF was employed by DEFENDANT in California from January of 2019  
28

1 to April of 2020 and was at all times classified by DEFENDANT as a non-exempt employee,  
2 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment  
3 of minimum and overtime wages due for all time worked.

4 7. PLAINTIFF, and such persons that may be added from time to time who satisfy  
5 the requirements and exhaust the administrative procedures under the Private Attorney General  
6 Act, brings this Representative Action on behalf of the State of California with respect to  
7 himself and all individuals who are or previously were employed by DEFENDANT in  
8 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during  
9 the time period of October 14, 2019 until a date as determined by the Court (the "PAGA  
10 PERIOD").

11 8. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently  
12 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative  
13 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's  
14 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510,  
15 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,  
16 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the  
17 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within  
18 the meaning of Labor Code § 2699, *et seq.*

19 9. The true names and capacities, whether individual, corporate, subsidiary,  
20 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently  
21 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant  
22 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege  
23 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.  
24 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that  
25 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are  
26 responsible in some manner for one or more of the events and happenings that proximately  
27 caused the injuries and damages hereinafter alleged.

28 10. The agents, servants and/or employees of the Defendants and each of them acting

1 on behalf of the Defendants acted within the course and scope of his, her or its authority as the  
2 agent, servant and/or employee of the Defendants, and personally participated in the conduct  
3 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.  
4 Consequently, the acts of each Defendant are legally attributable to the other Defendants and  
5 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED  
6 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'  
7 agents, servants and/or employees.

### 8 9 THE CONDUCT

10 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
11 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,  
12 meaning the time during which an employee is subject to the control of an employer, including  
13 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF  
14 and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under  
15 DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work while  
16 clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF  
17 was from time to time interrupted by work assignments while clocked out for what should have  
18 been PLAINTIFF's off-duty meal break. Additionally, PLAINTIFF and AGGRIEVED  
19 EMPLOYEES would clock out of DEFENDANT's timekeeping system, in order to perform  
20 additional work for DEFENDANT as required to meet DEFENDANT's job requirements.  
21 Specifically, during the PAGA PERIOD, DEFENDANT engaged in the practice of requiring  
22 PLAINTIFF and AGGRIEVED EMPLOYEES to perform work off the clock before and after  
23 their work shifts in that DEFENDANT, as a condition of employment, required these employees  
24 from time to time to complete work safety checklists and work permits prior to the start of the  
25 workday and also complete job reports and company logs after they had clocked out for their  
26 work shift. Additionally, DEFENDANT required PLAINTIFF and other AGGRIEVED  
27 EMPLOYEES to submit to mandatory pre-employment physicals and drug tests and  
28 DEFENDANT failed to pay these employees for the time it took to complete these mandatory

1 pre-employment work tasks. DEFENDANT's policy and practice not to pay PLAINTIFF and  
2 other AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's  
3 business records.

4 12. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED  
5 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks  
6 and were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED  
7 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT  
8 for more than five (5) hours during some shifts without receiving a meal break. Further,  
9 DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED  
10 EMPLOYEES with a second off-duty meal period for some workdays in which these employees  
11 were required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and other  
12 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation  
13 and in accordance with DEFENDANT's corporate policy and practice. Finally, DEFENDANT  
14 from time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a third  
15 off-duty meal period for some workdays in which these employees were required by  
16 DEFENDANT to work fifteen (15) hours of work. PLAINTIFF and other AGGRIEVED  
17 EMPLOYEES therefore forfeited meal breaks without additional compensation and in  
18 accordance with DEFENDANT's corporate policy and practice.

19 13. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES  
20 were also required from time to time to work in excess of four (4) hours without being provided  
21 ten (10) minute rest periods. Further, these employees were denied their first rest AGGRIEVED  
22 EMPLOYEES of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)  
23 hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts  
24 worked of between six (6) and eight (8) hours from time to time, and a first, second and third  
25 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from  
26 time to time. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with  
27 one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires  
28 employers to provide employees with off-duty rest periods, which the California Supreme Court

1 defined as time during which an employee is relieved from all work related duties and free from  
2 employer control. In so doing, the Court held that the requirement under California law that  
3 employers authorize and permit all employees to take rest period means that employers must  
4 relieve employees of all duties and relinquish control over how employees spend their time  
5 which includes control over the locations where employees may take their rest period.  
6 Employers cannot impose controls that prohibit an employee from taking a brief walk - five  
7 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other  
8 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on  
9 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not  
10 leave the work premises during their rest period.

11 14. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay  
12 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these  
13 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,  
14 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all  
15 time worked, meaning the time during which an employee was subject to the control of an  
16 employer, including all the time the employee was permitted or suffered to permit this work.  
17 DEFENDANT required these employees to work off the clock without paying them for all the  
18 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have  
19 known that PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated  
20 for all time worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited  
21 time worked by working without their time being accurately recorded and without compensation  
22 at the applicable minimum wage and overtime wage rates. To the extent that the time worked  
23 off the clock did not qualify for overtime premium payment, DEFENDANT failed to pay  
24 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,  
25 1197, and 1197.1.

26 15. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
27 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed  
28 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226

1 provides that every employer shall furnish each of his or her employees with an accurate  
2 itemized wage statement in writing showing, among other things, gross wages earned and all  
3 applicable hourly rates in effect during the pay period and the corresponding amount of time  
4 worked at each hourly rate. PLAINTIFF and AGGRIEVED EMPLOYEES were paid on an  
5 hourly basis. As such, the wage statements should reflect all applicable hourly rates during the  
6 pay period and the total hours worked, and the applicable pay period in which the wages were  
7 earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT  
8 provided to PLAINTIFF and other AGGRIEVED EMPLOYEES failed to identify such  
9 information. More specifically, the wage statements failed to identify the accurate total hours  
10 worked each pay period. When the hours shown on the wage statements were added up, they  
11 did not equal the actual total hours worked during the pay period. Aside, from the violations  
12 listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage  
13 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,  
14 DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED  
15 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

16 16. In violation of the applicable sections of the California Labor Code and the  
17 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as  
18 a matter of company policy, practice and procedure, intentionally and knowingly failed to  
19 compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES for missed meal and rest  
20 periods. This policy and practice of DEFENDANT is intended to purposefully avoid the  
21 payment for all time worked as required by California law which allows DEFENDANT to  
22 illegally profit and gain an unfair advantage over competitors who complied with the law. To  
23 the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against  
24 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

25 17. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED  
26 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which failed  
27 to accurately calculate and record all missed meal and rest periods by PLAINTIFF and other  
28 AGGRIEVED EMPLOYEES. The proper recording of these employees' missed meal and rest

1 breaks is the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of  
2 the obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all  
3 required compensation for work performed by the AGGRIEVED EMPLOYEES and violated  
4 the California Labor Code and regulations promulgated thereunder as herein alleged.

5 18. All of the conduct and violations alleged herein occurred during the PAGA  
6 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect  
7 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that  
8 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018  
9 AJDAR 12157 (Certified for Publication 12/19/18).

#### 10 11 **JURISDICTION AND VENUE**

12 19. This Court has jurisdiction over this Action pursuant to California Code of Civil  
13 Procedure, Section 410.10.

14 20. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
15 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and  
16 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities  
17 in this County and/or conducts substantial business in this County, and (ii) committed the  
18 wrongful conduct herein alleged in this County against PLAINTIFF and the AGGRIEVED  
19 EMPLOYEES.

#### 20 **FIRST CAUSE OF ACTION**

##### 21 **For Violation of the Private Attorneys General Act**

22 **[Cal. Lab. Code §§ 2698, *et seq.*]**

23 **(By PLAINTIFF and Against All Defendants)**

24 21. PLAINTIFF incorporates by reference, as though fully set forth herein, the prior  
25 paragraphs of this Complaint.

26 22. PAGA is a mechanism by which the State of California itself can enforce state  
27 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the  
28 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is

1 fundamentally a law enforcement action designed to protect the public and not to benefit private  
2 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a  
3 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In  
4 enacting PAGA, the California Legislature specified that "it was ... in the public interest to  
5 allow aggrieved employees, acting as private attorneys general to recover civil penalties for  
6 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be  
7 subject to arbitration.

8 23. PLAINTIFF, and such persons that may be added from time to time who satisfy  
9 the requirements and exhaust the administrative procedures under the Private Attorney General  
10 Act, brings this Representative Action on behalf of the State of California with respect to  
11 himself and all individuals who are or previously were employed by DEFENDANT in  
12 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during  
13 the time period of October 14, 2019 until a date as determined by the Court (the "PAGA  
14 PERIOD").

15 24. On October 14, 2020, PLAINTIFF gave written notice by electronic mail to the  
16 Labor and Workforce Development Agency (the "Agency") and by certified mail to the  
17 employer of the specific provisions of this code alleged to have been violated as required by  
18 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to  
19 the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now  
20 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of  
21 the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

22 25. The policies, acts and practices heretofore described were and are an unlawful  
23 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other  
24 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record  
25 and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed  
26 to pay minimum wages, and (e) failed to provide wages when due, all in violation of the  
27 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a),  
28 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of

1 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Industrial Wage  
2 Order(s), and thereby gives rise to civil penalties as a result of such conduct.<sup>1</sup> PLAINTIFF  
3 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney  
4 General Act of 2004 as the representative of the State of California for the illegal conduct  
5 perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

6  
7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
9 severally, as follows:

10 1. On behalf of the State of California and with respect to all AGGRIEVED  
11 EMPLOYEES:

12 A) Recovery of civil penalties as prescribed by the Labor Code Private  
13 Attorneys General Act of 2004; and,

14 B) An award of attorneys' fees and cost of suit, as allowable under the  
15 law, including, but not limited to, pursuant to Labor Code §2699.

16  
17 Dated: January 14, 2021 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

18  
19  
20 By: /s/ Norman Blumenthal  
Norman B. Blumenthal

21 Attorneys for Plaintiff  
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27 \_\_\_\_\_  
28 <sup>1</sup>Plaintiff specifically excludes and/or does not allege any claims under California Labor  
Code §558(a)(3).