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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

**CASCADE DRILLING WAGE AND
HOUR CASES**

List of Actions:

Martinez, et al. v. Cascade Drilling LP,
Alameda Case No. RG21090743

Lilla v. Cascade Drilling, LP, Contra Costa
Case No. C211568

Case No: JCCP 5215

ASSIGNED FOR ALL PURPOSES TO
JUDGE STEPHEN KAUS, DEPARTMENT 19

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF ERIC A. GROVER IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PRIVATE ATTORNEY
GENERAL ACT SETTLEMENT**

Time: 3:00 p.m.
Date: January 9, 2023
Dept: 19

Reservation No: 218655095643

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JOHN LILLA

1 I, ERIC A. GROVER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a partner in the law firm Keller Grover LLP, co-counsel for Plaintiffs Eugene Martinez and
4 Robert Williams (“Martinez Plaintiffs”), and proposed co-Class Counsel in this action. I have
5 personal knowledge of the facts stated herein and, if called as a witness, I could and would
6 testify competently to the facts set forth below.

7 **Class Counsel’s Experience:**

8 2. Between September 1988 and October 2005, I was first an associate and then a
9 shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States
10 specializing in labor and employment law. During my 17 years at Littler, I practiced extensively
11 in all areas of labor and employment law, including wage and hour law and class action defense.
12 I also have extensive litigation experience, including numerous arbitrations and trying a number
13 of cases to verdict in state and federal courts.

14 3. In the time I worked at Littler, I worked on many class action matters. The
15 following is a list of various class action matters for which I was the lead or co-lead defense
16 attorney:

- 17 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide
18 uniforms.);
- 19 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent
20 contractor vs. employee status, overtime, minimum wage and expense
21 reimbursement claims.);
- 22 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County)
(Overtime, minimum wage, expense reimbursement and waiting time
23 penalties.);
- 24 d. *Shields, et al. v. Lyon’s Restaurants* (San Diego County) (Manager
25 misclassification.);
- 26 e. *O’Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime,
27 minimum wage and waiting time penalties.);
- 28 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
penalties.);

- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime, minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on commission payments.);
- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, consumer, privacy, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*, Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*, Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases* (Coordinated Proceeding of *Palmtag v. Jos. A. Bank Clothiers, Inc.* and *McClure v. Jos A. Bank Clothiers, Inc.*, Solano County Superior Court Case No. JCCP NO. 4479);
- d. *Diaz v. Best Buy Stores, L.P.*, Alameda County Superior Court Case No. Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp.*, et al, Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases* (Coordinated Proceeding of *Avina v. Krispy Kreme Doughnut Corp. et al.* and *Hashimoto v. Krispy Kreme Doughnut Corp., et al.*, Alameda County Superior Court Case No. JCCP No. 4489);

- g. *Walgreens Overtime Cases* (Coordinated Proceeding of *Lebrecque v. Walgreen Healthcare Plus* and *Wright v. Walgreen Co.*, Los Angeles County Superior Court Case No. JCCP 4387);
- h. *Gring v. Claire's Boutique's, Inc.*, Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.* San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*, San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*, Los Angeles County Superior Court Case No. BC347513;
- l. *Rogers v. Accentcare, Inc.*, Alameda County Superior Court County Superior Court Case No. RG 05-237683;
- m. *Fleming v. Dollar Tree Stores, Inc.*, United States District Court, Northern District of California, Case No. Case No. C 06-cv-03409 MJJ;
- n. *Corrado v. Valero Services, Inc.*, Alameda County Superior Court Case No. RG 07-322134;
- o. *Stenroos v. Core-Mark International, Inc.*, San Mateo County Superior Court Case No. CIV 451198;
- p. *Ford v. Pilot Travel Centers LLC*, United States District Court, Northern District of California, Case No. C-07-cv-02715 TEH;
- q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*, United States District Court, Eastern District of California Case No. EDCV 07-00695 SGL (JCRx);
- r. *Brior v. AE Retail West LLC*, San Francisco County Superior Court Case No. CGC 06-455422;
- s. *Moore v. Genesco, Inc. et al.*, Alameda County Case No. RG 06-270570;
- t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*, San Francisco County Superior Court Case No. CGC 08-427014;
- u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services LLC*, United States District Court, Central District of California, Case No. 2:07-cv-00001 FMC (VBKx);
- w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*, San Francisco County Superior Court Case No. CGC 08-478372;

- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*, San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*, United States District Court, Northern District of California, Case No. 07-cv-00539 TEH;
- z. *Payan et al. v. MetroPCS, Inc.*, San Francisco County Superior Court Case No. CGC 08-476703;
- aa. *Njoku v. Ecko Direct, LLC*, San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*, San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*, Alameda County Superior Court Case No. RG 07-337021;
- dd. *Flores v. Cintas Corporation No. 2, Inc.*, Los Angeles County Superior Court Case No. BC400422;
- ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*, San Francisco County Superior Court Case No. CGC 09-490181;
- ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*, San Francisco County Superior Court Case No. CGC 09-493709;
- gg. *Lim-Hui v. Carter's Retail, Inc.*, San Francisco County Superior Court Case No. CGC 09-484456;
- hh. *Sefton v. OshKosh B'Gosh, Inc.*, San Francisco County Superior Court Case No. CGC 09-484496;
- ii. *Murphy v. Check n' Go of California, Inc.*, San Francisco County Superior Court Case No. CGC 06-449394;
- jj. *Wireless Advocates Wage and Hour Cases* (Coordinated Proceedings of *Turner, et al v. Wireless Advocates LLC*, *Reyna, et al. v. Wireless Advocates LLC* and *Burk v. Wireless Advocates LLC*), Los Angeles County Superior Court Case No. JCCP 4600;
- kk. *Matrix Service Wage and Hour Cases* (Coordinated Proceeding of *Hickman v. Matrix Service, Inc.* and *Alexander, et al. v. Matrix Service Company, et al.*), Alameda County Superior Court Case No. JCCP 4610;
- ll. *Sullivan v. Kelly Services, Inc.*, United States District Court, Northern District of California Case No. 08-cv-3893 CW;
- mm. *Strickland, et al. v. Timec Company, Inc., et al.*, San Francisco County Superior Court Case No. CGC 10-501832;
- nn. *Davis and Duke v. Plant Performance Services LLC, et al.*, Alameda County Case No. RG 10-501301;

- 1 oo. *Jordan v. Directory Distributing Associates, Inc.*, San Francisco County
2 Superior Court Case No. CGC 10-500633;
- 3 pp. *Martin v. Total Safety U.S., Inc.*, Alameda County Case No. RG 10-
4 533750;
- 5 qq. *Placer Title Company Wage and Hour Cases*, Sacramento County
6 Superior Court Case No. JCCP 4567;
- 7 rr. *Martin, et al. v. Starcon International, Inc.*, Contra Costa County
8 Superior Court Case No. MSC10-01071;
- 9 ss. *Meyer v. Irwin Industries, Inc.*, ADRS Case No. 11-3844-RAH;
- 10 tt. *Lazarin, et al. v. Total Western, Inc.*, JAMS Case No. 1100067385;
- 11 uu. *Potter v. Zale Delaware, Inc.*, Alameda County Superior Court Case No.
12 RG 10-548469;
- 13 vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California,*
14 *Inc.*, Kern County Superior Court Case No. S-1500-CV-271947 WDP;
- 15 ww. *Schechter and Porter v. ISYS Solutions, Inc.*, Alameda County Superior
16 Court Case No. RG 10-550517;
- 17 xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County
18 Superior Court Case No. CIVVS900679;
- 19 yy. *Hernandez v. Bodell Construction Company*, Alameda County Superior
20 Court Case No. RG12-624600;
- 21 zz. *Gilliam v. Matrix Energy Services, Inc.*, Alameda County Superior Court
22 Case No. RG11-592345;
- 23 aaa. *Tate v. Wyatt Field Services Co.*, Alameda County Superior Court Case
24 No. RG 10-522846;
- 25 bbb. *Becerra, et al. v. RadioShack Corporation*, United States District Court,
26 Northern District of California, Case No. C-11-cv-03586 YGR;
- 27 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*, Contra Costa
28 County Superior Court Case No. MSC12-00340;
- ddd. *Betten and Lafa v. Diamond Wireless, LLC*, United States District Court,
Central District of California, Case No. 2:13-cv-02885 CBM;
- eee. *Martin v. AltairStrickland LLC*, Alameda County Superior Court Case
No. RG11 575618;
- fff. *Miller v. Southwest Airlines Co.*, United States District Court, Northern
District of California, Case No. C-12-cv-5978-CRB;
- ggg. *Nguyen v. Equilon Enterprises LLC*, United States District Court,
Northern District of California, Case No. 4:12-cv-04650-YGR;

- 1 hhh. *Saunders v. StubHub Inc.*, San Francisco County Superior Court Case
2 No. CGC-12-517707;
- 3 iii. *Oregel v. PacPizza, LLC*, Contra Costa County Superior Court Case No.
4 MSC12-01454;
- 5 jjj. *Torres, et al. v. San Joaquin Community Hospital*, JAMS Case No.
6 1220043288;
- 7 kkk. *Hulsey v. San Joaquin Community Hospital*, JAMS Case No.
8 1210030884;
- 9 ll. *DeLeon, et al. v. NCR Corp.*, San Bernardino County Superior Court
10 Case No. CIVDS1403274;
- 11 mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*, Los Angeles
12 County Superior Court Case No. BC470522;
- 13 nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*, Contra Costa
14 County Superior Court Case No. C11-0969;
- 15 ooo. *Clothier v. SPAR Marketing Services, Inc.*, Alameda County Superior
16 Court Case No. RG12-639317;
- 17 ppp. *St. Joseph Health System Medical Information Cases*, Orange County
18 Superior Court JCCP Case No. 4716;
- 19 qqq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC*, Alameda
20 County Superior Court Case No. RG14-712100;
- 21 rrr. *Miller v. Hitachi America, Ltd.*, San Mateo County Superior Court Case
22 No. CIV 526430;
- 23 sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.*, San
24 Francisco County Superior Court Case No. CGC-13-532872;
- 25 ttt. *Tripp and Solberg v. Crossmark, Inc., et al.*, United States District Court,
26 Northern District of California, Case No. 3:12-cv-04818-NC.
- 27 uuu. *McCabe, et al. v. Six Continents Hotels, Inc.*, United States District
28 Court, Northern District of California, Case No. 12-cv-04818-NC;
- vvv. *Wheelock v. Hyundai*, Orange County Superior Court, Case No: 30-
 2011-00522293-CU-BT-CJC;
- www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.*, United States District
 Court, Northern District of California, Case No. 5:12-cv-05083-PSG;
- xxx. *Castillo, et al. v. Seagate Technology LLC*, United States District Court,
 Northern District of California Case No. 3:16-cv-01958-RS;

- yyy. *Halkola v. Fisher, Sand & Gravel Co.*, Alameda County Superior Court, Case No. RG17844100;
- zzz. *Ashlock, et al. v. Sunrun, Inc., et al.* San Francisco County Superior Court CGC-17-557027;
- aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.*, San Bernardino County Superior Court Case No. CIVDS1712220;
- bbbb. *Matthews v. eHealthinsurance Services, Inc.*, Santa Clara County Superior Court Case No. 17CV305656;
- cccc. *Crowley, et al. v. Central Transport LLC*, San Bernardino Case No. CIVDS1604546;
- dddd. *Alfinito v. Loop Transportation*, San Francisco County Superior Court Case No. CGC-17-556677;
- eeee. *Rabanal v. P.F. Chang's China Bistro, et al*, Alameda County Case No. RG17851208;
- ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al*, San Bernardino County Case No. CIVDS1809416;
- gggg. *Duke v. Jacobs Engineering Group Inc., et al.*, San Bernardino Superior Court Case No. CIVDS1703459;
- hhhh. *O'Leary v. Youngevity International, Inc.*, San Diego County Superior Court Case No. 37-2017-00045550-CU-BT-CTL;
- iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.*, Napa County Superior Court Case No. 19CV000373;
- jjjj. *Docter v. Accor Management US Inc.*, San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- kkkk. *Clothier v Spar Group, Inc.*, Alameda County Superior Court Case No. RG18926494;
- llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*, Sacramento County Superior Court Case No. 34-2019-00252683;
- mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*, Alameda County Superior Court Case No. RG19001392;
- nnnn. *Casarez v. Chemtrade West US LLC*, Alameda County Superior Court Case No. RG19008007;
- oooo. *Butler v. Apple Inc.*, Santa Clara County Superior Court Case No. 1-14-cv-262989;
- pppp. *Gomez v. Pinnacle Workforce Logistics*, San Bernardino County Superior Court Case No. CIVDS1804163;

- qqqq. *Curtis v. Aegis Treatment Centers, LLC*, Shasta County Superior Court Case No. 193712;
- rrrr. *Vallimont v. Westat, Inc.*, Sacramento County Superior Court Case No. 34-2019-00264440-CU-OE-GDS;
- ssss. *Madrid, et al. v. Golden Valley Health Centers*, Merced County Superior Court Case No. 20CV-01484;
- tttt. *Millay v. Napaidence OPCO, LLC*, Napa County Superior Court Case No. 19CV001903;
- uuuu. *Gutierrez v. Brand Energy of California, Inc.*, Alameda County Superior Court Case No. RG17846239;
- vvvv. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*, United States District Court, Northern District of California Case No. 4:21-cv-0188-JSW;
- www. *Clark-Alonso v. Southwest Airlines Co.*, Merced County Superior Court Case No. 21 CV-02475;
- xxxx. *Zuckerbraun v. Flour Maintenance Serv., Inc.*, Alameda County Superior Court Case No. RG20054385;
- yyyy. *Sica v Madison Industrial Serv. Team, Ltd Partnership*, United States District Court, Northern District of California Case No. 4:20-cv-08347-KAW;
- zzzz. *Harrington v. Forbes Security, Inc.*, San Francisco County Superior Court Case No. CGC-20-584155;
- aaaa. *Hernandez v. Chino Commercial Bank*, San Bernardino County Superior Court Case No. CIVDS1922849;
- bbbb. *Ellis v. Harder Mechanical Contractors, Inc.*, United States District Court, Northern District of California Case No. 21-cv-00844-JSW;
- cccc. *Harrington v. Creative Security Company, Inc.*, Alameda County Superior Court Case No. RG21095377; and
- dddd. *Espinoza, et al. v. Dedicated Bldg. Serv. LLC*, Los Angeles County Superior Court Case No. 20STCV03569.

Factual and Procedural Background:

5. A true and correct copy of the Stipulation of Class Action and Private Attorney General Act Settlement and Release (“Stipulation”) entered into by the *Martinez* Plaintiffs and Plaintiff Jonathan Lilla, the plaintiff in *Lilla, et al. v. Cascade Drilling, L.P.*, Contra Costa case

1 number R C-21 01568, and Cascade Drilling, L.P. (“Defendant” or “Cascade”) is attached hereto
2 as **Exhibit 1**. Plaintiffs Martinez, Williams, and Lilla shall be referred to collectively as
3 “Plaintiffs” or “Class Representatives”).

4 6. On March 3, 2021, the *Martinez* Plaintiffs filed their initial putative class action
5 complaint in Alameda County Superior Court and the operative First Amended Complaint on
6 April 13, 2021. The case is entitled *Martinez, et al. v. Cascade Drilling, L.P.* and assigned case
7 number RG21090743. (“*Martinez*”). The *Martinez* Plaintiffs brought the action on behalf of
8 themselves and other former and current California employees who have worked for Defendant as
9 non-exempt field employees on various projects in California. *Martinez* alleges that Defendant
10 uniformly failed to pay wages, including the minimum wage and overtime, for all pre- and post-
11 shift work time and mandatory time spent between projects, did not provide timely, off-duty meal
12 periods, fails to authorize and permit timely rest breaks, provided inaccurate wage statements, and
13 did not pay all wages due upon separation of employment. Based on that conduct, *Martinez*
14 alleges that Defendant violated California Labor Code §§ 201-203, 204b, 226(a), 226.3, 226.7,
15 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, Wage Order 16, and Business and
16 Professions Code §§ 17200, *et seq.* *Martinez* also alleges representative Private Attorneys
17 General Act, Labor Code §§ 2698, *et seq.*, (“PAGA”) claims on behalf of all aggrieved
18 employees and California’s Labor and Workforce Development Agency (“LWDA”). A true and
19 correct copy of the *Martinez* First Amended Complaint is attached hereto as **Exhibit 2**.

20 7. On July 29, 2021, Plaintiff Lilla filed a putative class action alleging the same or
21 very similar claims against Defendant in Contra Costa County Superior Court (“*Lilla*”). *Lilla*
22 also alleges that Defendant did not reimburse the field workers for business expenses that they
23 incurred performing their duties in violation of Labor Code § 2802 and record-keeping violations
24 of Labor Code §1174. A true and correct copy of the operative *Lilla* Complaint is attached hereto
25 as **Exhibit 3**.

26 8. The Alameda Superior Court issued an order coordinating the *Martinez* and *Lilla*
27 actions (collectively, the “Actions”) on April 19, 2022 and the coordinated matter was assigned
28 JCCP Case No. 5215.

9. Defendant has vigorously denied all of the allegations in both Actions in their entirety. To date, no class has been certified and no court has made any findings that Defendant engaged in any wrongdoing or in any wrongful conduct or otherwise acted improperly or in violation of any state law, rule or regulation, with respect to the issues presented in the litigation.

10. The Plaintiffs and Defendant (collectively, the “Parties”) engaged in formal discovery in which both Parties produced documents and exchanged written discovery responses.

11. During the discovery process, and after Defendant obtained 179 settlement agreements from individual putative class members, the Parties began discussing a possible settlement and ultimately agreed to participate in a joint mediation addressing both Actions. In addition to the formal discovery already exchanged, in preparation for the mediation, Defendant provided additional relevant documents and information, including:

(A) The number of Class Members:

- o There are 686 Class Members
- o There are 46,826 total Workweeks
- o There are an estimated 29,188 Qualifying Workweeks, i.e., total Workweeks less the weeks worked by members of the Pick Up Stix Settlement Group
- o There are an estimated 17,646 weeks worked by the members of the Pick Up Stix Settlement Group covered by the settlement agreements with those individuals

(B) The number of PAGA Members:

- o There are 258 PAGA Members
- o PAGA Members worked a total of approximately 13,167 Qualified Pay Periods during the PAGA liability period

(C) 179 Class Members signed releases of their claims in the *Martinez* and *Lilla* actions.¹

- o Defendant paid \$132,000 to the Pick Up Stix Settlement Group

¹ Those Class Members are referred to as the “Pick Up Stix Settlement Group” in the Stipulation. Ex. 1 at ¶ 23. See *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796.

12. On May 20, 2022, the Parties participated in an all-day joint mediation session with skilled mediator Jill R. Sperber, Esq., who has significant experience mediating wage and hour class actions. The Parties reached a tentative agreement to resolve the matter at the mediation, subject to the Court’s approval. All terms of the Parties’ settlement are set forth in the Stipulation.

13. The Parties agreed that, for purposes of settlement only, the Settlement Class is defined as all persons who worked for Defendant as non-exempt, hourly employees in California at any time from September 6, 2016 through June 30, 2022. The Class Period is from September 6, 2016 through June 30, 2022, inclusive. The members of the Settlement Class also are referred to as the “Class Members.”

14. The Parties also agreed that “PAGA Members” are defined as all persons who worked for Defendant as non-exempt, hourly employees in California at any time from February 4, 2020 through June 30, 2022. The PAGA Period is from February 4, 2020 through June 30, 2022, inclusive.

15. The Pick Up Stix Settlement Group is defined as “those Participating Class Members who signed a release of claims asserted in” the Actions. Participating Class Members are those Settlement Class Members who do not opt out of the settlement.

Class Counsel’s Assessment of the Fairness of the Settlement:

16. Based on my years of experience and my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Stipulation is fair, reasonable, and adequate and it is in the best interests of the settlement class in light of all known facts and circumstances and the expenses and risks inherent in litigation. I am familiar with many class action settlements involving employment issues and have a strong understanding of the trends in the value of settlements. I have also personally settled multiple class action cases involving allegedly unpaid wages, off the clock claims, meal period and rest break practices, and expense reimbursement claims. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the Class Members.

17. The following is an explanation of the best-case scenario for recovery in this case based on the assumptions below that were derived from the information provided by Defendant and speaking with several putative class members:

Assumptions Used:

- **686 total Class Members**
- **29,180 Qualifying Workweeks worked by Class Members during the applicable Class Period**
- **\$25.61 average hourly minimum wage during the Class Period**
- **29,180 wage statements issued to Class Members during the Class Period**

Damage Calculations Based on Assumptions:

- **Unpaid Wages – \$1,245,986**
 - Approximately 20 minutes per day at \$25.61 per hour, five days per week, over 29,180 Qualifying Workweeks $[(\$25.61/3) \times 5 \times 29,180]$
- **Statutory Damages under Labor Code § 226(e)(1)– \$2,918,000**
 - \$100 per wage statement multiplied by 29,180 wage statements
- **Missed Meal Periods – approximately \$1,494,599.60 [$\$25.61/\text{hour} \times 2$ (assuming two violations per Qualifying Workweek)]**
- **Missed Rest Breaks – approximately \$1,494,599.60 [$\$25.61/\text{hour} \times 2$ (assuming two violations per Qualifying Workweek)]**
- **Unreimbursed Business Expenses – approximately \$171,500 [686 Class Members x \$250 per Class Member for unreimbursed safety gear items]**
- **The above damages total \$7,324,685.20.**
- **Waiting Time Penalties – approximately \$2,495,438.4 [406 former employees x $\$25.61/\text{hour} \times 8$ hours per day x 30 days]²**
- **Potential PAGA penalties could add another \$131,670 to \$1,316,700 in damages at \$10-\$100 per Qualified Pay Period.³**

18. Not including potential waiting time and PAGA penalties, the \$1,600,000 Gross Settlement Amount represents 21.84% of the maximum damage $[\$1,600,000/\$7,324,685.20 =$

² This number is overstated because a number of the “former” Class Members signed the release agreements.

³ As addressed below, courts have wide latitude in assessing PAGA penalties.

.2184] and 1.28 times the value of the unpaid wages claim, which is the strongest claim [\$1,245,986/\$1,600,000 = 1.28]. Although the maximum theoretical damages of the remaining claims exceed the Net Settlement Fund by a significant amount, Defendant's defenses discussed below warrant a substantial discount. Perhaps more importantly here than in many cases, Defendant had embarked on an aggressive program to obtain low-value individual settlements and was poised to continue that effort if a settlement had not been reached at mediation.⁴

19. Defendant has raised what it considers to be substantial defenses to Plaintiffs' class claims. Defendant asserts that it has complied at all times with the California Labor Code, the California Wage Orders, and all applicable California state law. Defendant first asserts that Class Members worked in the field largely without direct supervision and were thus responsible for making sure they turned in accurate time sheets and took timely meal periods and rest breaks. Defendant further asserts it paid Class Members for all time worked. Defendant also asserts that it did not knowingly or willfully fail to provide compliant meal and rest breaks. Defendant also points out that a level of willfulness is required to impose liability in connection with the waiting time penalty claim and that Plaintiffs will not be able to establish willfulness. In addition, Defendant argues that no Class Member suffered any damages related to the issuance of wage statements and the Plaintiffs will be unable to prove that any Labor Code § 226(a) violation was a "knowing and intentional failure," a necessary element for the award of statutory damages under Labor Code § 226(e).⁵ Defendant argues that it had a clear expense reimbursement policy and that it is an open question of law whether an employer is required to provide safety footwear.⁶

⁴ Prior to agreeing to stop its Pick Up Stix program, Defendant had obtained purported releases from more than a quarter of the Class (179 releases/686 Class Members = .2609).

⁵ See e.g., *Mays v. Wal-Mart Stores, Inc.* (9th Cir. 2020) 804 F. App'x 641, 644 (reversing class certification of a wage statement class after concluding that the class representative's receipt of a pay stub with only a minor discrepancy in the employer's name was not the type of injury-in-fact required for Article III standing and, as a result, she could not represent the putative class); *Roadrunner Intermodal Servs., Ltd. Liab. Co. v. T.G.S. Transp., Inc.* (E.D. Cal. Aug. 21, 2019) No. 1:17-cv-01207-DAD-BAM, 2019 U.S. Dist. LEXIS 142321, at *50 (finding that the employer's error on a wage statement was unintentional and therefore it was not liable under Labor Code § 226(e)).

⁶ See *Townley v. BJ's Rest., Inc.* (2019) 37 Cal.App.5th 179.

1 From a certification standpoint, Defendant argues, among other things, that because of the unique
2 circumstances surrounding each individual putative class member's alleged off the clock time,
3 missed meal periods, and missed rest breaks, and expense reimbursement claims, individual
4 issues would preclude certification.

5 20. Class Counsel is of the opinion that Plaintiffs would be able to establish
6 Defendant's class-wide liability at trial. However, taking Defendant's proposed defenses into
7 account, Class Counsel believes the proposed allocations of the Net Settlement Fund ("NSF") to
8 be fair and reasonable. This is particularly true in light of the success that Defendant had
9 obtaining low dollar individual settlements from Class Members pre-mediation. Defendant had
10 agreed to pause the settlement program to go to mediation but would have resumed procuring
11 individual settlements had mediation failed.

12 21. The settlement is a good compromise for the damages of absent Class Members.
13 The settlement provides that Defendant will pay a Gross Settlement Amount ("GSA") of
14 \$1,600,000, plus the employer-side payroll taxes, to resolve the claims covered by the
15 settlement. Included in the GSA is the \$132,000 already paid by Defendant to the Pick Up Stix
16 Settlement Group as a direct result of the filing of the Actions.

17 22. After subtracting out the amounts allocated to pay the costs of administration (up
18 to \$20,000), Class Counsel's fees (up to \$533,333) and actual out-of-pocket costs and expenses
19 (which are estimated not to exceed \$25,000), the Class Representative's Service Award (up to
20 \$30,000 combined), the PAGA Settlement Amount (\$100,000), all of which are subject to the
21 Court's approval, and the Pick Up Stix Payment (\$132,000), the NSF is estimated to be
22 \$759,667. No claim forms are required. The NSF will be distributed to all Participating Class
23 Members, defined as all Class Members who do not timely opt out, based on the formula set
24 forth in the Stipulation and summarized below.

25 23. The Parties also have agreed to allocate \$100,000 of the GSA to settle the PAGA
26 claims, referred to as the PAGA Payment. Labor Code § 2699(i) requires that the LWDA
27 receive 75% (\$75,000) of the PAGA settlement amount and PAGA Members receive 25%
28 (\$25,000).

1 24. The Stipulation provides all Class Members with the opportunity to request
2 exclusion from the settlement or to object to the settlement terms. Class Members will have
3 until the Response Deadline to opt out or object, which is 45 calendar days after the Settlement
4 Administrator first mails the Notice of Class Action Settlement (“Class Notice Packet”).

5 25. The Stipulation provides that NSF will be distributed proportionally based on the
6 number of Qualifying Workweeks each Class Member worked during the Class Period. To
7 determine each Participating Class Member’s estimated Individual Settlement Payment from the
8 NSF, the Settlement Administrator will first determine the number of Qualifying Workweeks by
9 subtracting the total number of Pick Up Stix Workweeks⁷ from the total number of Workweeks.
10 The NSF will then be allocated to Class Members by dividing the remaining NSF by the
11 aggregate total number of Qualifying Workweeks, resulting in the “Workweek Value.” All Class
12 Members will be credited with at least one Qualifying Workweek during the Class Period,
13 including members of the Pick Up Stix Settlement Group. Each Class Member’s Individual
14 Settlement Payment from the NSF will be calculated by multiplying that Class Member’s total
15 number of Qualifying Workweeks by the Workweek Value. The Individual Settlement Payment
16 will be reduced by any required deductions for each Participating Class Member as specifically
17 set forth in the Stipulation, including employee-side tax withholdings or deductions.

18 26. Settlement Class Members are not required to submit a claim to receive an
19 Individual Settlement Payment from the NSF.

20 27. If no Class Member opts out, the average Individual Settlement Payment from the
21 NSF would be approximately \$1,107.39 (\$759,667 NSF/686 Class Members). For the reasons
22 explained above, including the various defenses and other risks of litigation, the proposed
23 settlement amount is reasonable under the circumstances.

24 28. To distribute the 25% allocated to the PAGA Members, the Settlement
25 Administrator will distribute payments from the PAGA Fund according to the formula set forth
26

27 ⁷ “Pick Up Stix Workweeks” are defined as “those Workweeks that are covered by the releases
28 signed by the Pick Up Stix Settlement Group.” Ex. 1 at ¶ 25.

1 in the Stipulation. The Settlement Administrator will divide the PAGA Fund by the aggregate
2 total number of Qualifying Workweeks, resulting in the “PAGA Workweek Value.” Each PAGA
3 Member’s Individual Settlement Payment from the PAGA Fund will be calculated by
4 multiplying each individual PAGA Member’s total number of Qualifying Workweeks by the
5 PAGA Workweek Value. All PAGA Member shall be credited with at least one Qualifying
6 Workweek during the PAGA Period. The entire PAGA Fund will be disbursed to all PAGA
7 Members.

8 29. Each Participating Class Member and PAGA Member will receive an Individual
9 Settlement Payment in one settlement check that will include the person’s individual settlement
10 payment from the NSF and individual settlement payment from the PAGA Fund if the person is
11 eligible for both.

12 30. Again, Defendant has raised what it considers to be substantial defenses to
13 Plaintiffs’ claims. Also, Defendant has argued that, even if Plaintiffs succeed, it will be able to
14 convince the court to reduce the amount of PAGA penalties awarded, which Plaintiffs recognize
15 is a substantial risk. Labor Code § 2699(e)(2) provides that the court sets the amount of PAGA
16 penalties after trial. In setting the penalties to be assessed, court have wide latitude.⁸ The
17 following are examples of cases where courts awarded substantially reduced PAGA penalties:

- 18 • *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist.
19 LEXIS 154590, at *8-9 (C.D. Cal. Aug. 12, 2011) (of \$2,800,000 PAGA
penalties requested, the court awarded \$500,000);
- 20 • *Thurman v Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1119, 1135
21 (2012), *disapproved on other grounds* in *ZB, N.A. v Superior Court*, 8 Cal. 5th
22 175, 196 n.8 (2019) (of \$512,000 PAGA penalties requested, the court
awarded \$358,588);
- 23 • *Guifi Li v A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012
24 U.S. Dist. LEXIS 83677, at *51-52 (N.D. Cal. June 15, 2012) (of \$3,334,942
PAGA penalties requested, the court ordered a \$2,764,896 default judgment
after jury dismissed);

25
26 ⁸ See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100, 1104
27 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA
28 penalties as the Court sees fit” and reducing the PAGA penalty award significantly from the
maximum penalties possible).

- *Elder v Schwan Food Co.*, No. B238876, 2013 Cal. App. Unpub. LEXIS 1472, at *7, 11, 19 (Feb. 27, 2013) (the court affirmed a reduced award of \$2,500 individual PAGA civil penalty);
- *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx), 2013 U.S. Dist. LEXIS 189820, at *6-7 (C.D. Cal. Dec. 30, 2013) (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on basis that action was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, because corporate defendants corrected violations and were no longer in business, inequity would result from awarding penalties only to employees who opted out of class, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory);
- *Makabi v Gedalia*, No. B261005, 2016 Cal. App. Unpub. LEXIS 1489, at *6-7 (Mar. 2, 2016) (noting that the trial court found in favor of plaintiffs on Labor Code violation claims, but declined to award any PAGA penalties);
- *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded);
- *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
- *Morales v Peck Jeep Eagle, Inc.* (San Diego County Superior Court No. 37-2012-00103823, Oct. 24, 2016) (PAGA penalties of \$80,400.00 awarded);
- *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
- *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
- *Banford v American Gen. Life*, Santa Barbara County Superior Court No. CIV-DS1017566 (Feb. 24, 2015) (PAGA penalties of \$99,000.00 assessed);
- *Parr v GoldenState*, Alameda County Superior Court No. RG12-618103 (July 10, 2014) (PAGA penalties of \$325,835.00 assessed);
- *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties);
- *In re Taco Bell Wage and Hour Actions*, (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, at *41 (the court declined to award PAGA penalties after trial);
- *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75

million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); and

- *Magadia v Wal-Mart Assocs.* (N.D. Cal. 2019 384 F. Supp. 3d 1058, 1073, 1080, 1101, 1103-04, 1111) (the court awarded \$53,901,700 in total PAGA penalties, including \$48,046,000 of \$131,427,750 penalties sought for Labor Code §226(a)(9) wage statement violations; \$5,785,700 of \$28,928,500 sought for Labor Code § 226(a)(6) final pay statement violations; and \$70,000 of requested \$821,400 for Labor Code § 226.7 missed meal period violations; also decertifying meal period regular rate claim class).

31. The settlement provides that the Participating Class Members will provide a Limited Release, the scope of which is narrowly tailored to the claims asserted in the operative *Martinez* First Amended Complaint and *Lilla* Complaint and factual or legal theories that reasonably could have been alleged based on the facts and legal theories contained in the operative complaints. The release is also temporally limited. The Release Period is from September 6, 2016 through June 30, 2022, inclusive.

32. The settlement provides a separate PAGA Release for each of the Released PAGA Claims during the PAGA Period. The "Released PAGA Claims" means all claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or which could have been brought based on the facts alleged in Plaintiffs' LWDA Letter during the PAGA Period, including but not limited to claims based on alleged violations of Labor Code §§ 201, 202, 203, 204b, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

33. The settlement provides the Class Representatives, Plaintiffs Martinez, Williams and Lilla, each with a reasonable service payment for the risks that they took and the time and effort they expended in coming forward to provide invaluable information in support of the claims alleged in the operative complaints.

34. The settlement also provides a fair notice procedure that ensures the highest number of Class Members will receive the Notice. The proposed Class Notice Packet explains in plain language the nature of the Actions; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total number of Qualifying Workweeks each respective Class Member worked for Defendant during the Class Period and

1 the total number of Workweeks each respective PAGA Member worked during the PAGA
2 Period; (v) each Class Member's and PAGA Member's estimated Individual Settlement Payment
3 and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise
4 the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion
5 or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax
6 Request for Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims
7 to be released.

8 35. The settlement provides that a Class Member who disagrees with the stated
9 number of Qualifying Workweeks on his or her Notice may submit a dispute to the Settlement
10 Administrator by the Response Deadline.

11 36. My firm and all co-counsel conducted an investigation of the factual allegations
12 involved in this case. Through formal and informal discovery, we reviewed relevant
13 information, written discovery responses, and documents produced. We also developed a
14 thorough understanding Defendant's legal theories during this litigation. We also reviewed
15 additional information that Defendant provided in preparation for mediation. As part of the
16 settlement negotiations, we participated in formal mediation with an experienced mediator and
17 engaged in meaningful discussions with Defendant's counsel.

18 37. I am of the opinion that the settlement amount for each Settlement Class Member
19 is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to class
20 certification and the costs of pursuing such litigation. The settlement is the result of extensive
21 arms'-length negotiations.

22 38. Fairness of the settlement is further demonstrated by the uncertainty and risks to
23 the named Plaintiffs and the Class Members involved in not prevailing on the class claims. The
24 principal risk is that Defendant would have resumed its Pick Up Stix release program. Further,
25 Defendant disputes Plaintiffs' ability to certify the class and to prove that Defendant is liable to
26 the Class Members for its practices regarding the compensation of all time worked, provision of
27 meal periods, authorization of rest breaks, and expense reimbursement. Were a class not
28

certified, it is unlikely that any putative Class Members would maintain individual actions against Defendant.

Suitability of the Settlement Class for Certification

39. To date, no class has been certified. The Stipulation reached among the Parties contains a provision pursuant to which we stipulate to the Court's provisional certification of the settlement Class, but do so for purposes of this settlement only.

40. As proposed co-Class Counsel, I believe that Plaintiffs could successfully prove that this action meets the requirements of class certification; however, I understand that Defendant's counsel disagrees.

41. The proposed Settlement Class is ascertainable. The class definition, the total class size and the means for identifying the class members determine whether the Settlement Class is ascertainable. In this case, the members of the proposed Settlement Class are identifiable from Defendant's records. Further, the size of the proposed Class is sufficiently numerous to warrant certification. According to Defendant's records, there are 686 proposed Class Members.

42. The proposed Class Members' claims all stem from a common set of circumstances. All of the Class Members worked for Defendant in California during the relevant time period. Plaintiffs contend that all Class Members worked as nonexempt employees for Defendant throughout California and were subject to Defendant's uniform practices and policies, including those regarding compensation for unpaid off the clock time, meal periods, rest breaks, and unreimbursed expenses. Those uniform off the clock pay policies and practices and meal period and rest break policies and expense reimbursement practices are at the core of Plaintiffs' allegations that Defendant violated the Labor Code and create questions of law and fact common to all Class Members. All Class Members seek the same legal remedies under the same state laws. Common questions regarding Defendant's off the clock pay, meal period and rest break policies and expense reimbursement practices are among the key issues that will determine Defendant's alleged liability to the proposed Class. Plaintiffs contend that common questions will predominate over any individual questions that may arise. Under these circumstances, the

1 requirements that common questions of law and/or fact exist among the proposed Class
2 Members and will predominate over individual questions are satisfied for purposes of certifying
3 the proposed Class Members for settlement.

4 43. Plaintiffs Martinez, Williams and Lilla, the proposed class representatives, worked
5 in the field for Defendant at client sites in California and were subject to Defendant's uniform
6 policies and practices regarding compensation for off the clock time, meal periods, rest breaks,
7 and unreimbursed expenses like all of the Class Members. Thus, Plaintiffs' claims and the Class
8 Members' claims arise from the same course of conduct.

9 44. Plaintiffs also have demonstrated that they will aggressively and competently
10 assert the interests of the Class Members. Plaintiffs have retained competent counsel
11 experienced in litigating class action claims in the wage and hour context, including those in
12 which collective bargaining agreements are at issue.

13 **The Proposed Class Representative Enhancement Payments:**

14 45. It is appropriate to recognize the contribution of Plaintiffs Martinez, Williams and
15 Lilla in prosecuting this litigation. I am of the opinion that it is fair and reasonable that Plaintiffs
16 Martinez, Williams and Lilla each receive a \$10,000 enhancement payment. Plaintiffs are the
17 proposed Class Representatives for the putative class members and have actively and
18 aggressively represented them throughout this litigation. Plaintiffs were essential elements in the
19 successful prosecution and ultimate settlement of this case and were always available to provide
20 their input on the litigation, gather evidence, and provide other information that proved critical to
21 the prosecution. The proposed enhancements are fair given the amount of time and effort
22 Plaintiffs spent on assisting in the prosecution of this case and the personal hardship and pressure
23 faced as a result of filing this lawsuit against their former employer. In addition, Plaintiffs
24 Martinez, Williams and Lilla will provide a general release of their claims against Defendant,
25 which is much broader than the limited release that will apply to the other Participating Class
26 Members. Plaintiffs will provide declarations outlining their efforts on behalf of the Class
27 Members as part of the final approval process.

28 ///

Residual Funds:

46. Settlement checks mailed out to Participating Class Members and PAGA Members shall be valid for 180 days from the date of issuance. The settlement provides that, after that time period, any funds represented by undeliverable or uncashed checks issuance will be tendered to Worksafe. Worksafe is a California-based organization dedicated to promoting and protecting the basic right of all people to a safe and healthy workplace. See Worksafe's website: <https://worksafe.org/>. The Parties agree that this results in no unpaid residual under California Civil Procedure Code § 384, as the entire NSF will be paid out to the Participating Class Members.

Overlapping Cases:

47. To my knowledge, there are no additional related pending cases that will be affected by this settlement.

Notice to the LWDA of the PAGA settlement:

48. Because the parties have agreed to settle the PAGA claims in this action, proposed Class Counsel has sent Plaintiffs' motion for preliminary approval, the supporting memorandum of points and authorities, this declaration, with its exhibits including the Stipulation, the Declaration of Robert Spencer and the proposed order to the LWDA. See the Declaration of Robert Spencer filed in support of Plaintiffs' motion for preliminary approval. As part of the final approval process, Plaintiffs will seek the Court's approval of the PAGA portion of the Settlement, including the \$100,000 PAGA Settlement Amount, the distribution plan for the PAGA Settlement Amount and the PAGA Release.

Tax Treatment:

49. The Stipulation provides that all individual settlement payments to Participating Class Members shall be designated as 25% wages and 75% non-wage income (i.e., expense reimbursement, penalties, and interest). Individual Settlement Payments from the PAGA Fund are allocated 100% as non-wages. Defendant shall be responsible for paying the employer's share of payroll taxes above and beyond the GSA. The Settlement Administrator shall be

1 responsible for timely issuing to Participating Class Members a form W-2 for amounts deemed
2 “wages” and Form 1099s for the non-wage portion if needed.

3 **Settlement Administration:**

4 50. The Parties have agreed to propose Simpluris, Inc. (“Simpluris” to serve as
5 Settlement Administrator for the Settlement. Simpluris is an experienced settlement
6 administration firm.

7 **Attorneys’ Fees and Costs:**

8 51. Counsel understands that if preliminary approval is granted, the Court will not take
9 up the issue of attorneys’ fees until the final approval hearing. Should preliminary approval be
10 granted, Counsel will provide information regarding the work performed and hours spent
11 litigating this case with Plaintiffs’ motion for final approval.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct, and that this Declaration was executed on this 30th day of November
14 2022, at San Francisco, California.

15 

16 ERIC A. GROVER

EXHIBIT 1

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

CASCADE DRILLING WAGE AND
HOUR CASES

JCCP No. 5215
**STIPULATION OF CLASS ACTION AND
PRIVATE ATTORNEY GENERAL ACT
SETTLEMENT AND RELEASE**

1 **STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT**
2 **SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class Action and Private Attorney General Act Settlement and Release
4 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Eugene
5 Martinez, Robert Williams, and John Lilla (“Plaintiffs” or “Class Representatives”), as individuals and
6 on behalf of all others similarly situated, and Defendant Cascade Drilling, L.P. (“Defendant”)
7 (collectively with Plaintiffs, the “Parties”).

8 **DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. Definitions contained
10 elsewhere in this Settlement Agreement will also be effective:

11 1. “Actions” means *Cascade Drilling Wage and Hour Cases*, No. JCCP 5215 (Alameda
12 County Superior Court); *Martinez v. Cascade Drilling, L.P.*, No. RG21090743 (Alameda County
13 Superior Court); and *Lilla v. Cascade Drilling, L.P.*, No. C21-01568 (Contra Costa County Superior
14 Court).

15 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
16 approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket
17 costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to
18 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
19 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
20 the Settlement, administering the Settlement, and obtaining entry of a Judgment approving the
21 Settlement. Class Counsel will request attorneys’ fees not in excess of Five Hundred Thirty-Three
22 Thousand Three Hundred Thirty-Three Dollars (\$533,333). The Attorneys’ Fees and Costs will also
23 mean and include the additional reimbursement of any costs and expenses associated with Class
24 Counsel’s litigation and settlement of the Actions, up to Twenty-Five Thousand Dollars (\$25,000),
25 subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and
26 reimbursement of costs as set forth above.

27 3. “Class Counsel” means Keller Grover LLP, Capstone Law APC, and Lawyers for
28 Justice, P.C.

1 4. “Class and PAGA Members List” means a complete list of all Class Members and
2 PAGA Members that Defendant will diligently and in good faith compile from its records and provide to
3 the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary
4 Approval of this Settlement. The Class and PAGA Member List will be formatted in Microsoft Office
5 Excel and will include each Class Member’s and PAGA Member’s full name; most recent mailing
6 address and telephone number; Social Security number; dates of employment; the respective number of
7 Workweeks that each Class Member worked during the Class Period and each PAGA Member worked
8 during the PAGA Period; and any other relevant information needed to calculate settlement payments.

9 5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant
10 as non-exempt, hourly employees in California at any time from September 6, 2016 through June 30,
11 2022. Defendant represents that there are approximately 686 Class Members.

12 6. “Class Period” means the period from September 6, 2016 through June 30, 2022.

13 7. “Class Representative Enhancement Payments” means the amounts to be paid to
14 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,
15 and for their general release of claims. Subject to the Court granting final approval of this Settlement
16 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
17 Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

18 8. “Court” means the Alameda County Superior Court.

19 9. “Defendant” means Defendant Cascade Drilling, L.P.

20 10. “Effective Date” means the later of: (i) 60 calendar days plus two court days after the
21 date of Final Approval, provided no appeal is initiated by an any party; or (ii) if a timely appeal is
22 initiated by any party, then the Effective Date will be the date of final resolution of that appeal (including
23 any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the
24 Settlement.

25 11. “Final Approval” means the date on which the Court enters an order granting final
26 approval and judgment of the Settlement Agreement.

27 12. “Gross Settlement Amount” means the amount of One Million Six Hundred Thousand
28 Dollars (\$1,600,000), which includes One Million Four Hundred And Sixty Eight Thousand Dollars

1 (\$1,468,000) in “new money” in addition to the sum of \$132,000 which Defendant already paid out to
2 Class Members from December 2021 through April 2022 to obtain individual releases, to be paid by
3 Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes
4 all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement
5 Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement
6 Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon
7 settlement value of individual claims. In no event will Defendant be liable for more than the Gross
8 Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the
9 Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer
10 payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall
11 not be paid from the Gross Settlement Amount.

12 13. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
13 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

14 14. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining
15 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the
16 PAGA Settlement Amount, the Pick Up Stix Payment, and Settlement Administration Costs. The Net
17 Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the
18 Net Settlement Fund to Defendant.

19 15. “Notice of Objection” means a Class Member’s valid and timely written objection to the
20 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) a reference to one or
21 more of the Actions either by name or case number(s); (ii) the objector’s full name, signature, address,
22 and telephone number, (iii) a written statement of all grounds for the objection accompanied by any legal
23 support for such objection; (iv) copies of any papers, briefs, or other documents upon which the
24 objection is based; and (v) a statement whether the objector intends to appear at the Final Approval
25 Hearing.

26 16. “Class Notice Packet” means the Notice of Class Action Settlement, substantially in the
27 form attached as Exhibit A.

28 17. “LWDA Letter” means Plaintiffs Eugene Martinez’s and Robert Williams’ letter to the

1 LWDA dated February 4, 2021.

2 18. “PAGA Members” means all persons who worked for Defendant as non-exempt, hourly
3 employees in California at any time from February 4, 2020 through June 30, 2022. Defendant represents
4 that there are approximately 258 PAGA Members.

5 19. “PAGA Period” means the period from February 4, 2020 through June 30, 2022.

6 20. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to
7 the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with
8 Plaintiffs’ claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
9 *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that One Hundred Thousand Dollars
10 (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
11 PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of the PAGA
12 Settlement Amount will be paid to the California Labor and Workforce Development Agency (“Labor
13 and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Twenty-Five
14 Thousand Dollars (\$25,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA
15 Members, regardless of whether they request to be excluded from the Settlement Class.

16 21. “Parties” means Plaintiffs and Defendant collectively.

17 22. “Participating Class Members” means all Class Members who do not submit timely and
18 valid Requests for Exclusion.

19 23. “Pick Up Stix Settlement Group” means those Participating Class Members who signed
20 a release of claims asserted in this Lawsuit.

21 24. “Pick Up Stix Payment” means the sum of the settlement payments made to the Pick Up
22 Stix Settlement Group, equal to One Hundred and Thirty Two Thousand Dollars (\$132,000).

23 25. “Pick Up Stix Workweeks” means those Workweeks that are covered by the releases
24 signed by the Pick Up Stix Settlement Group.

25 26. “Plaintiffs” means Plaintiffs Eugene Martinez, Robert Williams, and John Lilla.

26 27. “Preliminary Approval” means the date on which the Court enters an order granting
27 preliminary approval of the Settlement Agreement.

28 28. “Qualifying Workweeks” means Workweeks, exclusive of Pick Up Stix Workweeks.

1 All Class Members will be credited with at least one Qualifying Workweek during the Class Period.

2 29. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
3 action that were alleged against Defendant and/or any of the Released Parties, or which could have been
4 alleged based on the facts pled against them in the complaints in the Actions during the Class Period,
5 including, but not limited to: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break
6 violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages
7 upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims
8 for wage statement violations; (vi) all claims for unreimbursed business expenses, (viii) all claims
9 asserted through California Business & Professions Code §§ 17200, *et seq.*; and (ix) and all claims under
10 the Fair Labor Standards Act (“FLSA”) based on the alleged state law violations referenced in (i)
11 through (viii) above.

12 30. “Released PAGA Claims” means all claims for civil penalties under California Labor
13 Code §§ 2698, *et seq.*, that were brought or which could have been brought based on the facts alleged in
14 Plaintiffs’ LWDA Letter during the PAGA Period, including but not limited to claims based on alleged
15 violations of Labor Code §§ 201, 202, 203, 204b, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197,
16 1197.1, 1198, and 1199.

17 31. “Released Parties” means Defendant, and its respective successors and predecessors in
18 interest, its past and present parents, subsidiaries, and affiliates and their respective past or present
19 officers, directors, shareholders, agents, principals, heirs, representatives, employees, accountants,
20 auditors, consultants, attorneys, advisors, insurers and reinsurers, pension and welfare benefit plans, plan
21 fiduciaries, administrators, and trustees.

22 32. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
23 request to be excluded from the Settlement Class. The Request for Exclusion must: (i) include a
24 reference to one or more of the Actions either by name or case number(s); (ii) set forth the name,
25 address, telephone number and last four digits of the Social Security Number of the Class Member
26 requesting exclusion; (iii) be signed by the Class Member; (iv) be returned to the Settlement
27 Administrator; (v) clearly state that the Class Member does not wish to be included in the Settlement;
28 and (vi) be faxed, emailed, or postmarked on or before the Response Deadline.

33. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

34. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 686 Class Members, the Settlement Administration Costs are currently estimated to be twenty thousand dollars (\$20,000.00).

35. “Settlement Administrator” means Simpluris, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. “Workweeks” means the number of days of employment in California for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding to the nearest whole number.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

37. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of

1 the new money portion of the Gross Settlement Amount of One Million Four Hundred And Sixty-Eight
2 Thousand Dollars (\$1,468,000) into a Qualified Settlement Fund to be established by the Settlement
3 Administrator. Defendant will pay the employer's share of payroll taxes separately. After the Effective
4 Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor
5 and Workforce Development Agency Payment; (iii) the Class Representative Enhancement Payments;
6 (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs. Defendant will deposit the
7 Gross Settlement Amount and the employer's share of payroll taxes within ten (10) business days of the
8 Effective Date ("Funding Date").

9 38. Escalator. The Gross Settlement Amount was calculated with, and is premised on,
10 Defendant's representation that there are Twenty-Nine Thousand One Hundred and Eighty workweeks
11 (29,180) Qualifying Workweeks during the Class Period as of June 30, 2022. If the number of
12 Qualifying Workweeks worked during the Class Period is greater than 30,639, then Defendant will
13 proportionally increase the Gross Settlement Amount according to the following formula: Total Number
14 of Workweeks ÷ 30,639 Workweeks × \$1,600,000.

15 39. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
16 motion by Class Counsel for Attorneys' Fees and Costs of not more than Five Hundred Thirty-Three
17 Thousand Three Hundred Thirty-Three Dollars (\$533,333), plus the reimbursement of all out-of-pocket
18 costs and expenses associated with Class Counsel's litigation and settlement of the Actions (including
19 expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars
20 (\$25,000), both of which will be paid from the Gross Settlement Amount. If the Court approves an
21 Attorneys' Fees and Costs amount of less than these amounts, the remainder will be retained in the Net
22 Settlement Fund for distribution to Participating Class Members. In the event that the Court reduces or
23 does not approve the requested Attorneys' Fees and Costs, neither Plaintiffs nor Class Counsel shall have
24 the right to revoke this Settlement Agreement, and it shall remain binding.

25 40. Class Representative Enhancement Payment. In exchange for a general release, and in
26 recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendant
27 agrees not to oppose or impede any application or motion for Class Representative Enhancement
28 Payments of up to Ten Thousand Dollars (\$10,000), each. The Class Representative Enhancement

1 Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual
2 Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to
3 pay any and all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs
4 understand and agree that this Settlement Agreement shall remain in full force and effect even if the full
5 amount of Class Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded
6 by the Court.

7 41. Settlement Administration Costs. The Settlement Administrator will be paid for the
8 reasonable costs of administration of the Settlement and distribution of payments from the Gross
9 Settlement Amount, which is currently estimated to be twenty thousand dollars (\$20,000). These costs,
10 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting
11 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class
12 Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary
13 reports and declarations.

14 42. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
15 of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for
16 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-
17 Five Thousand Dollars (\$75,000), of this sum will be paid to the LWDA and Twenty-Five Percent
18 (25%), or Twenty-Five Thousand Dollars (\$25,000), will be paid to PAGA Members in proportion to
19 the number of Workweeks worked during the PAGA Period. As Defendant paid on a weekly basis, each
20 pay period is a Workweek.

21 43. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
22 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private
23 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
24 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
25 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
26 Member has the right to object to the PAGA Settlement Amount.

27 44. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
28 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

1 45. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
2 portion of the PAGA Fund will revert to or be retained by Defendant.

3 46. Individual Settlement Payment Calculations. Individual Settlement Payments will be
4 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
5 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
6 Individual Settlement Payments will be made as follows:

7 46(a) Payments from the Net Settlement Fund. Defendant will calculate the total
8 number of Workweeks worked by each Class Member during the Class
9 Period and the aggregate total number of Workweeks worked by all Class
10 Members during the Class Period. To determine each Class Member's
11 estimated Individual Settlement Payment from the Net Settlement Fund, the
12 Settlement Administrator will first determine the number of Qualifying
13 Workweeks by subtracting the total number of Pick Up Stix Workweeks
14 from the total number of Workweeks. The Net Settlement Fund will then
15 be allocated to Class Members by dividing the remaining Net Settlement
16 Fund by the aggregate total number of Qualifying Workweeks, resulting in
17 the "Workweek Value." All Class Members will be credited with at least
18 one Qualifying Workweek during the Class Period, including members of
19 the Pick Up Stix Settlement Group. Each Class Member's Individual
20 Settlement Payment from the Net Settlement Fund will be calculated by
21 multiplying each individual Class Member's total number of Qualifying
22 Workweeks by the Workweek Value. The Individual Settlement Payment
23 will be reduced by any required deductions for each Participating Class
24 Member as specifically set forth herein, including employee-side tax
25 withholdings or deductions. The entire Net Settlement Fund will be
26 disbursed to all Participating Class Members who do not submit timely and
27 valid Requests for Exclusion. If there are any valid and timely Requests for
28 Exclusion, the Settlement Administrator shall proportionately increase the

1 Individual Settlement Payment for each Participating Class Member
2 according to the number of Qualifying Workweeks worked, so that the
3 amount actually distributed to the Settlement Class equals 100% of the Net
4 Settlement Fund.

5 46(b) Payments from the PAGA Fund. Defendant will calculate the total number
6 of Qualifying Workweeks worked by each PAGA Member during the
7 PAGA Period and the aggregate total number of Qualifying Workweeks
8 worked by all PAGA Members during the PAGA Period. To determine
9 each PAGA Member's estimated Individual Settlement Payment from the
10 PAGA Fund, the Settlement Administrator will use the following formula:
11 The PAGA Fund will be divided by the aggregate total number of
12 Qualifying Workweeks, resulting in the "PAGA Workweek Value." Each
13 PAGA Member's Individual Settlement Payment from the PAGA Fund
14 will be calculated by multiplying each individual PAGA Member's total
15 number of Qualifying Workweeks by the PAGA Workweek Value. All
16 PAGA Member shall be credited with at least one Qualifying Workweek
17 during the PAGA Period. The entire PAGA Fund will be disbursed to all
18 PAGA Members.

19 47. No Credit Toward Benefit Plans. The payments made to Class Members (i.e.,
20 Participating Class Members and PAGA Members) under this Settlement, as well as any other payments
21 made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
22 benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing
23 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
24 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
25 any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
26 plans.

27 48. Administration Process. The Parties agree to cooperate in the administration of the
28 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in

administration of the Settlement.

49. Delivery of the Class and PAGA Member List. Within twenty (20) calendar days plus one court day of Preliminary Approval, Defendant will provide the Class and PAGA Member List to the Settlement Administrator.

50. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

51. Confirmation of Contact Information in the Class and PAGA Member Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member and/or PAGA Member involved, and will then perform a single re-mailing. Those Class Members and PAGA Members who receive a re-mailed Class Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

52. Class Notice Packets. All Class Members will be mailed a Class Notice Packet. Each Class Notice Packet will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total number of Qualifying Workweeks each respective Class Member worked for Defendant during the Class Period and the total number of Workweeks each respective PAGA Member worked during the PAGA Period; (v) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise

1 the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion or
2 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
3 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

4 53. Disputed Information on Class Notice Packets. Class Members will have an opportunity
5 to dispute the information provided in their Class Notice Packets. To the extent Class Members dispute
6 their employment dates or the number of Qualifying Workweeks on record, Class Members may
7 produce evidence to the Settlement Administrator showing that such information is inaccurate.
8 Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties
9 regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted
10 by the Response Deadline, and will be decided within ten (10) business days after the Response
11 Deadline.

12 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
13 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
14 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
15 receiving the defective submission to advise the Class Member that his or her submission is defective
16 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
17 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
18 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
19 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

20 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
21 Settlement Class must sign and fax or postmark a written Request for Exclusion to the Settlement
22 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
23 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
24 for Exclusion has been timely submitted.

25 56. Settlement Terms Bind Participating Class Members and PAGA Members. Any Class
26 Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and valid
27 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
28 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the

1 Settlement. Also, all PAGA Members will be bound by the terms of the Settlement pertaining to the
2 resolution of and release of the Released PAGA Claims.

3 57. Releases by Participating Class Members. Upon the Funding Date, and except as to such
4 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
5 together and individually, on their behalf and on behalf of their respective heirs, executors,
6 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
7 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

8 58. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
9 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
10 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,
11 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
12 Released PAGA Claims during the PAGA Period.

13 59. Objection Procedures. To object to the Settlement Agreement, a Class Member may
14 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
15 Deadline, or appear at the Final Approval Hearing. Class Members who fail to object either by
16 submitting a valid Notice of Objection or appearing at the Final Approval Hearing will be deemed to
17 have waived all objections to the Settlement and will be foreclosed from making any objections, whether
18 by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel
19 seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement
20 Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any
21 Class Members with respect to any such objections to this Settlement. If a Class Member timely submits
22 both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect
23 and considered valid, the Notice of Objection shall be rejected, and the Class Member will not be bound
24 by the release of the Released Class Claims and will not receive payment from the Net Settlement Fund
25 (however, if he or she is a PAGA Member, he or she will nevertheless be bound to the settlement and
26 release of the PAGA Released Claims and will be issued payment from the PAGA Fund).

27 60. Certification Reports Regarding Individual Settlement Payment Calculations. The
28 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that

certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

61. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class Members and PAGA Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

62. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to Worksafe. The Parties do not have a connection to or a relationship with Worksafe that could reasonably create the appearance of impropriety as between the selection of Worksafe as the recipient of the unclaimed residuals and the interests of the class.

63. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

64. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Individual Settlement Payments from the Net Settlement Fund will be allocated as Twenty-Five Percent (25%) wages for which IRS Forms W-2 will be issued; and Seventy-Five Percent (75%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued; Individual Settlement Payments from the PAGA Fund will be allocated as One Hundred (100%) non-wages for which IRS Forms 1099-MISC will be issued.

65. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to

1 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
2 and penalties to the appropriate government authorities.

3 66. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
4 of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members
5 are not relying on any statement, representation, or calculation by Defendant or by the Settlement
6 Administrator in this regard.

7 67. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
8 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
9 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
10 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
11 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
12 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
13 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
14 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
15 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
16 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
17 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
18 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
19 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
20 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
21 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
22 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
23 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
24 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
25 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
26 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
27 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
28 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS

1 AGREEMENT.

2 68. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
3 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
5 action or right herein released and discharged.

6 69. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
7 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
8 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
9 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
10 likewise be treated as void from the beginning.

11 70. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
12 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
13 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)
14 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final Approval
15 Hearing. The Preliminary Approval Order will provide for the Class Notice Packet to be sent to all Class
16 Members. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement
17 Agreement, which sets forth the terms of this Settlement, and will include the proposed Class Notice
18 Packet, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to
19 obtain preliminary approval. Defendant is not precluded from submitting, but is not required to submit,
20 any documents it believes would aid the Court in granting preliminary approval.

21 71. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
22 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
23 Court's permission, a final fairness hearing will be conducted ("Final Approval Hearing") to determine
24 whether to grant final approval of the Settlement Agreement along with the amounts properly payable
25 for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual
26 Settlement Payments; (iv) the Labor and Workforce Development Agency Payment; (v) all Settlement
27 Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days
28 after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to

1 obtain final approval. Defendant is not precluded from submitting, but is not required to submit, any
2 documents it believes would aid the Court in granting final approval. Class Counsel will also be
3 responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval
4 Hearing, which may be combined into a single motion with the motion that seeks final approval of the
5 Settlement Agreement.

6 72. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
7 Court or after the Final Approval Hearing, the Parties will present the proposed judgment to the Court for
8 its approval. After entry of the judgment, the Court will have continuing jurisdiction solely for purposes
9 of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
10 administration matters, and (iii) such post-judgment matters as may be appropriate under court rules or as
11 set forth in this Settlement Agreement. A copy of the judgment will be posted to the Settlement
12 Administrator's website.

13 73. Release by Plaintiffs. Upon the Funding Date, in addition to the Released Class Claims
14 being released by all Participating Class Members, and the Released PAGA Claims being released by
15 the PAGA Members, Plaintiffs will release and forever discharge the Released Parties, to the fullest
16 extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted,
17 which Plaintiffs have or may have against the Released Parties as of the date of execution of this
18 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
19 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive
20 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California
21 Civil Code or similar provisions of applicable law which are as follows:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
24 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
25 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
26 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
27 PARTY.

28 74. Class Counsel Acknowledgment. As of the date the Defendant fully funds the Gross

1 Settlement Amount, and except as otherwise provided by this Agreement and the Final Approval, Class
2 Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and
3 expenses against the Released Parties arising from or related to the Action.

4 75. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
5 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
6 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

7 76. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
8 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
9 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
10 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
11 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
12 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
13 contradict the terms of this Settlement Agreement.

14 77. Amendment or Modification. No amendment, change, or modification to this Settlement
15 Agreement will be valid unless in writing and signed, either by the Parties or their counsel; after
16 preliminary approval has been granted to the Settlement Agreement, no amendment, change, or
17 modification to this Settlement Agreement will be valid unless it is in writing and signed, either by the
18 Parties or their counsel, and approved by the Court.

19 78. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
21 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
22 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
23 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
24 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
25 reach agreement on the form or content of any document needed to implement the Settlement, or on any
26 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
27 may seek the assistance of the Court to resolve such disagreement.

28 79. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

2 80. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
3 will be governed by and interpreted according to the laws of the State of California.

4 81. Execution and Counterparts. This Settlement Agreement is subject only to the execution
5 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
7 copies of the signature page, will be deemed to be one and the same instrument.

8 82. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
9 Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at
10 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
11 account all relevant factors, present and potential. The Parties further acknowledge that they are each
12 represented by competent counsel and that they have had an opportunity to consult with their counsel
13 regarding the fairness and reasonableness of this Settlement.

14 83. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
17 valid and enforceable.

18 84. Right of Defendant to Reject Settlement. If the number of Class Members who timely
19 submit valid Requests for Exclusion exceeds five percent (5%) of the total number of Class Members,
20 Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement.
21 Defendant shall exercise its revocation rights, if at all, within ten calendar (10) days after Defendant
22 receives written notice of the number of Class Members who have timely opted out of the settlement by
23 providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will
24 have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross
25 Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except
26 that Settlement Administration Expenses as of the date that Defendant exercises the right to void the
27 Settlement pursuant to this Paragraph will be paid by Defendant.

28 85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class

1 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
2 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
3 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

4 86. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
5 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
6 approved, the stipulation to certification will be void. The Parties further agree that certification for
7 purposes of the Settlement is not an admission that class action certification is proper under the standards
8 applied to contested certification motions and that this Settlement Agreement will not be admissible in
9 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant
10 is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

11 87. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
12 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
13 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
14 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
15 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
16 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
17 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
18 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
19 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
20 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
21 offered or received as evidence in any action or proceeding to establish any liability or admission on the
22 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
23 compliance with, federal, state, local or other applicable law.

24 88. No Public Comment: The Parties and their counsel agree that they will not issue any
25 press releases, initiate any contact with the press, respond to any press inquiry, or have any
26 communication with the press about the fact, amount or terms of the Settlement.

27 89. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
28 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

1 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

2 90. Enforcement Actions. In the event that one or more of the Parties institutes any legal
3 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
4 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
5 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
6 expert witness fees incurred in connection with any enforcement actions.

7 91. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
8 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
9 more strictly against one party than another merely by virtue of the fact that it may have been prepared
10 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
11 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

12 92. Representation By Counsel. The Parties acknowledge that they have been represented
13 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
14 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
15 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

16 93. All Terms Subject to Final Court Approval. All amounts and procedures described in
17 this Settlement Agreement herein will be subject to final Court approval.

18 94. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
19 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
20 Settlement Agreement.

21 95. Binding Agreement. The Parties warrant that they understand and have full authority to
22 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
23 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
24 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
25 otherwise might apply under federal or state law.
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 10/13/2022 _____

DocuSigned by:

Eugene Martinez

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Eugene Martinez

PLAINTIFF

Dated: _____

Robert Williams

PLAINTIFF

Dated: _____

John Lilla

DEFENDANT CASCADE DRILLING, L.P.

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

KELLER GROVER LLP

Dated: _____

By: _____

Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

CAPSTONE LAW APC

Dated: _____

By: _____

Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Eugene Martinez

PLAINTIFF

Dated: 10/11/2022

DocuSigned by:
ROBERT WILLIAMS

C00001B9B50C4D4...
Robert Williams

PLAINTIFF

Dated: _____

John Lilla

DEFENDANT CASCADE DRILLING, L.P.

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

KELLER GROVER LLP

Dated: _____

By: _____
Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3
4 Dated: _____

Eugene Martinez

6 **PLAINTIFF**

7
8 Dated: _____

Robert Williams

10 **PLAINTIFF**

11
12 Dated: 10/13/2022 _____

John Lilla

John Lilla

14 **DEFENDANT CASCADE DRILLING, L.P.**

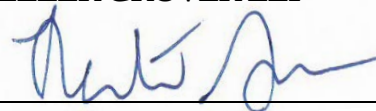
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16 Dated: _____

Please Print Name of Authorized Signatory

18 **APPROVED AS TO FORM**

20 **KELLER GROVER LLP**

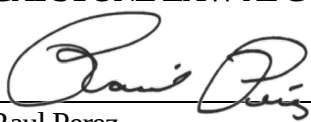
21 Dated: 10/13/2022 _____

22 By: 

Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

24 **CAPSTONE LAW APC**

25
26 Dated: 10/13/2022 _____

27 By: 

Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3
4 Dated: _____

Eugene Martinez

6 **PLAINTIFF**

7
8 Dated: _____

Robert Williams

10 **PLAINTIFF**

11
12 Dated: _____

John Lilla

14 **DEFENDANT CASCADE DRILLING, L.P.**

15
16 Dated: 10/14/22


Ken Moses
Chief People Officer

18 **APPROVED AS TO FORM**

20 **KELLER GROVER LLP**

21
22 Dated: _____

By: _____
Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

24 **CAPSTONE LAW APC**

25
26 Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

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LAWYERS FOR JUSTICE, P.C.

Dated: 10/13/2022

By: 
Edwin Aiwanian
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

KONING ZOLLAR LLP

Dated: _____

By: _____
Blake Zollar
Shaun Paisley
Neal Gibeault
Attorneys for Defendant Cascade Drilling, L.P.

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LAWYERS FOR JUSTICE, P.C.

Dated: _____

By: _____
Edwin Aiwazian
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

KONING ZOLLAR LLP

Dated: 10/14/2022

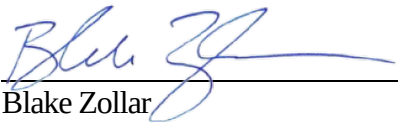
By:  _____
Blake Zollar
Shaun Paisley
Neal Gibeault
Attorneys for Defendant Cascade Drilling, L.P.

EXHIBIT A

Cascade Drilling Wage and Hour Cases, No. JCCP5215
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

A California Court authorized this Notice. This is not a solicitation from a lawyer.

To: All persons who worked for Defendant Cascade Drilling, L.P. (“Defendant”) as non-exempt, hourly employees in California at any time from September 6, 2016 through June 30, 2022 (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly employees in California at any time from February 4, 2020 through June 30, 2022 (“PAGA Members”).

On _____, the Honorable Stephen D. Kaus of the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the Class Settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the Net Settlement Fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2022 in Department 19 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiffs Eugene Martinez, Robert Williams, and John Lilla, individually and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements, and (5) failure to reimburse business expenses.

On May 20, 2022, the parties participated in a mediation with Jill R. Sperber, Esq., a neutral, experienced, and well-respected class action mediator. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. With Ms. Sperber’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Keller Grover LLP, Capstone Law APC, and Lawyers for Justice, P.C. (collectively, “Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or

claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,600,000, which includes \$1,468,000 in new money in addition to the sum of \$132,000 it previously paid to certain employees that previously released their claims. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Eugene Martinez, Robert Williams, and John Lilla for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) \$533,333 in attorneys' fees and up to \$25,000 in litigation costs and expenses; (4) a \$100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$75,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$25,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$20,000. After deducting the above payments, a total of approximately \$_____ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$25,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Qualifying Workweeks worked by each Class Member from September 6, 2016 through June 30, 2022 ("Class Period") and the aggregate total number of Qualifying Workweeks worked by all Class Members during the Class Period. All Class Members will be credited with at least one Qualifying Workweek during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Qualifying Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Qualifying Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Qualifying Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

Certain Class Members previously signed individual settlement agreements with Defendant. The workweeks covered by these settlement agreements are referred to as "Pick Up Stix Workweeks." Qualifying Workweeks refers to weeks worked in California during the Class Period, exclusive of "Pick Up Stix Workweeks." However, all Class Members, including those that previously signed releases, will be credited with at least one Qualifying Workweek.

According to Defendant's records, you worked in California during the Class Period in a non-exempt position for a total of _____ Qualifying Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from February 4, 2020 through June 30, 2022 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. Each PAGA Member will be credited with at least one Qualifying Workweek during the PAGA period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Qualifying Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member's total number of Qualifying Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA Fund even if he or she submits a valid Request for Exclusion.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

According to Defendant's records, you worked in California during the PAGA Period in a non-exempt position for a total of ____ Qualifying Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

Email: _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Timing of Payment. As described below, the Court will hold a hearing on _____ to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. If there are appeals, it is uncertain whether they will be resolved and when. Resolving appeals can take time, often more than a year. You can check on the progress of the case by contacting the Settlement Administrator. *Please be patient.*

Taxes on Settlement Payments. Participating Class Members' Individual Settlement Payments from the Net Settlement Fund will be allocated as 25% wages for which IRS Form W-2 will be issued and 75% as non-wages for which IRS Form 1099 will be issued (if required). PAGA Members' Individual Settlement Payments from the PAGA Fund will be allocated as 100% non-wages for which IRS Form 1099 will issue (if required). Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Fee and Cost Award for Class Counsel. Class Counsel filed the Litigation on behalf of Plaintiffs and all other similarly situated individuals. Class Counsel engaged in motion practice, conducted discovery, and negotiated the settlement of this matter. Class Counsel will request attorneys' fees in the amount of up to **\$533,333**, which represents one third of the Gross Settlement Amount. Class Counsel will also request reimbursement of reasonable and actual litigation costs and expenses incurred in prosecuting this Litigation, not to exceed **\$25,000**. The Court will not determine the amount of fees and costs until the Final Approval Hearing. If any portion of the amounts requested for attorneys' fees and costs are not awarded by the Court, that portion will be included in the Net Settlement Amount for distribution to Participating Class Members. These attorneys' fees and costs shall compensate Class Counsel for the work they have performed and the expenses they have incurred in this Litigation. Class Members are not personally responsible for any of Class Counsel's attorneys' fees and costs.

Service Awards to the Class Representatives. Class Counsel will also seek an enhanced recovery of no more than \$10,000.00 for each of the Plaintiffs (Eugene Martinez, Robert Williams, and John Lilla) ("Enhancement Payments") for acting as representative plaintiffs on behalf of the Class. This will be in addition to whatever payment they are otherwise entitled to as a Class Member. If approved by the Court, this amount will be paid from the settlement fund for their risk and service on behalf of the Class, which included, among other things, reviewing documents, providing written statements, participating in meetings with Class Counsel, and performing other services of that nature, as well as their general release of all claims against Defendant.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically be issued payment of your share of the Net Settlement Fund from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the Net Settlement Funds and be deemed to have released or waived the Released Class Claims. If you are a PAGA Member, you will be mailed a check for your share of the PAGA Settlement Amount and deemed to have released or waived the Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during employment based on the preceding claims; (vi) all claims for wage statement violations based on the preceding claims; (vii) all claims for unreimbursed business expenses, (viii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*, and ix) and all claims under the Fair Labor Standards Act (“FLSA”) based on the alleged state law violations referenced in (i) through (viii) above.

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiffs’ LWDA letter during the PAGA Period, including but not limited to claims based on alleged violations of Labor Code §§ 201, 202, 203, 204b, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the Class Settlement, and desire to be excluded from the Class Settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent or email, to the address below.

Settlement Administrator

c/o _____

Email:

The Request for Exclusion must be postmarked, emailed, or faxed not later than _____, 2022. If you submit a Request for Exclusion which is not postmarked, emailed, or faxed by _____, 2022, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2022. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Alameda, Department 19, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. Whether or not the Court overrules your objection, you are deemed bound to the Settlement and to have released the Released Class Claims, and (if you are a PAGA Member) the Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Eric A. Grover, Esq.
Robert Spencer, Esq.
Keller Grover LLP
1965 Market St, Fl. 2,
San Francisco, CA 94103
Phone: (415) 543-1305

Robert J. Drexler, Jr., Esq.
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

Edwin Aiwarzian, Esq.
Lawyers for Justice, P.C.
410 Arden Ave Ste 203
Glendale, CA 91203
Phone: Number

Defendant is represented by the following counsel:

Blake Zollar
Shaun Paisley
Neal Gibeault
Koning Zollar LLP
169 Saxony Road, Suite 115
Encinitas, CA 92024
Phone: (858)-252-3234

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT 2

ENDORSED
FILED
ALAMEDA COUNTY

APR 13 2021

CLERK OF THE SUPERIOR COURT
By Jessica Flores Deputy

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
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CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs
EUGENE MARTINEZ and ROBERT WILLIAMS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

EUGENE MARTINEZ and ROBERT	)	Case No: RG21090743
WILLIAMS, on behalf of themselves, all others)	)	
similarly situated, and all aggrieved employees,	)	<u>CLASS & REPRESENTATIVE ACTION</u>
	)	
Plaintiffs,	)	FIRST AMENDED CLASS ACTION
	)	COMPLAINT FOR:
v.	)	1. UNFAIR BUSINESS PRACTICES;
	)	2. VIOLATIONS OF THE LABOR CODE;
CASCADE DRILLING, L.P.; and DOES 1	)	3. PENALTIES; and
through 50, inclusive,	)	4. ATTORNEYS' FEES.
	)	
Defendants.	)	<u>DEMAND FOR JURY TRIAL</u>
	)	
	)	
	)	
	)	

1 Plaintiffs EUGENE MARTINEZ and ROBERT WILLIAMS, on behalf of themselves, all
2 others similarly situated, and all aggrieved employees, complain against Defendants CASCADE
3 DRILLING, L.P., and Does 1 through 50 (all referred to collectively as “Defendants” or
4 “CASCADE DRILLING”) as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This Court has subject matter jurisdiction over Plaintiffs’ claims, based on, among
7 other statutes, California Business & Professions Code §§ 17200, *et seq.*, and California Labor
8 Code §§ 201-203, 204b, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1; 1198, and
9 1199. In particular, Plaintiffs have complied with all California Labor Code § 2699.3 requirements
10 for commencing a civil action under the California Private Attorneys General Act of 2004,
11 California Labor Code §§ 2698, *et seq.* (“PAGA”).

12 2. This Court has personal jurisdiction over the parties because, at all relevant times,
13 Plaintiffs were California residents who worked in California for Defendants and Defendants
14 systematically and continuously have conducted business in the State of California.

15 3. Venue is proper in this Court because California Code of Civil Procedure §§ 395
16 and 395.5, and case law interpreting those sections, provide that if a business entity fails to
17 designate with the office of the California Secretary of State a principal place of business in
18 California, it is subject to being sued in any county in the state that plaintiff desires. On information
19 and belief, as of the date this Complaint is filed, Defendant CASCADE DRILLING, L.P., is a
20 Delaware limited partnership and has failed to designate a principal place of business in California
21 with the office of the Secretary of State. According to the most recent statement of information
22 filed with the California Secretary of State, Defendant CASCADE DRILLING, L.P. has no
23 designated principal place of business within California and its principal place of business is located
24 at 22722 29th Drive SE, Suite 228, Bothell, Washington 98021.

25 **II. PARTIES AND BACKGROUND**

26 4. Plaintiff EUGENE MARTINEZ is an adult who worked for Defendants as a non-
27 exempt employee. He worked for Defendants from approximately October 2018 through July 2020
28 at various projects in California. He typically worked five to seven days a week, typically 10 or

more hours a day, including many shifts over 12 hours.

5. Plaintiff ROBERT WILLIAMS is an adult who worked for Defendants as a non-exempt employee. He worked for Defendants from approximately mid-2016 to June 24, 2020 at various projects in California. He typically worked five to seven days a week, 10 or more hours a day, including many shifts over 12 hours.

6. Defendant CASCADE DRILLING, L.P. is a Washington limited partnership doing business throughout California and is a “person” as defined by California Labor Code § 18 and California Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in the California Labor Code and in the California Industrial Welfare Commission’s Orders regulating wages, hours, and working conditions.

7. Plaintiffs are ignorant of the true names and capacities of Defendants sued as Does 1 through 50, inclusive, and therefore sue those Defendants by those fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe and on that ground allege that each of the fictitiously-named Defendants is responsible in some manner for the occurrences alleged and that Plaintiffs’ damages and other losses as alleged are proximately caused by those occurrences.

8. Plaintiffs bring this action on behalf of a proposed state-wide class of non-exempt field employees who worked for CASCADE DRILLING in California to challenge Defendants’ (a) policy and practice of failing to pay any wages whatsoever, including the minimum wage, to employees for compensable pre-shift and post-shift time¹, including unpaid pre-shift time spent checking and loading vehicles and unpaid post-shift time spent finishing the days’ assignments and filling out paperwork, and/or otherwise working or under Defendant’s control; (b) policy and practice of violating California Labor Code §§ 226.7 and 512 and IWC Wage Order 16-2001 by failing to provide meal periods to employees, including second meal periods to employees who

¹ References in this Complaint to “pre-shift” time and “post-shift” time refer to time worked and time spent under the Defendant’s control before and after the “shift” defined by Defendant. Thus, “shift” for these purposes refers to the working time for which Defendant actually paid its employees rather than to all of the time during which they were under Defendant’s control and/or were performing work for Defendant.

1 worked more than 10 hours in a day; (c) policy and practice of violating California Labor Code §
2 226.7 and IWC Wage Order 16-2001 by failing to authorize and permit all rest breaks to employees,
3 including third rest breaks to employees who worked more than 10 hours in a day, (d) policy and
4 practice of violating California Labor Code § 226 by failing to provide complete and accurate
5 itemized wage statements; and (e) policy and practice of violating California Labor Code §§ 201-
6 203 by failing to pay former employees all wages due and owing at the time of discharge or
7 voluntary quit.

8 9. Plaintiffs bring this action on behalf of themselves and a proposed class of all non-
9 exempt field employees who worked for CASCADE DRILLING in California at any time during
10 the applicable limitations period preceding the original filing of this Complaint (as extended and
11 augmented by all applicable tolling rules and period(s) of tolling, which include but are not limited
12 to tolling under Emergency Rule 9 of the California Rules of Court) and up through the present and
13 until compliance with the law. Additionally, Plaintiffs bring this as a representative action on
14 behalf of all aggrieved employees. Plaintiffs seek recovery of all allowable compensation and other
15 sums for the violations described above, including unpaid minimum wages and overtime, Labor
16 Code § 1194.2 liquidated damages for failure to pay all statutorily-mandated minimum wages,
17 penalties/premium pay for missed meal periods and rest breaks, restitution and restoration of sums
18 owed and property unlawfully withheld, statutory penalties, interest, attorneys' fees, and costs.

19 **III. FACTUAL ALLEGATIONS**

20 10. CASCADE DRILLING provides environmental cleanup, water well, and drilling
21 services to clients throughout California.

22 11. At all relevant times, Plaintiffs were employed by CASCADE DRILLING as non-
23 exempt employees in an on-site construction occupation as defined by § 2(C) of IWC Wage Order
24 16-2001. During their employment with CASCADE DRILLING, Plaintiffs worked five to seven
25 days a week, and typically worked shifts of 10 or more hours a day, including many shifts over 12
26 hours.

27 12. Labor Code § 1194 requires that employers pay employees at least the minimum
28 wage for all hours worked. Defendants had a policy and practice of failing to pay any wages

1 whatsoever, including the minimum wage and overtime, to employees for compensable pre-shift
2 and post-shift time, including unpaid pre-shift time spent checking and loading vehicles and unpaid
3 post-shift time spent finishing the days' assignments and filling out paperwork. Further, Labor
4 Code § 1194.2 provides for liquidated damages for violations of the Labor Code § 1194 statutory
5 minimum wage requirements. Plaintiffs, on behalf of themselves and other putative class members,
6 seek the liquidated damages available under Labor Code § 1194.2.

7 13. At all relevant times, Labor Code §§ 226.7 and 512 and IWC Wage Order 16-2001,
8 § 10(B) require employers to provide employees with (1) a first meal period of not less than 30
9 minutes' duration, during which they are relieved of all duty, before they have worked more than
10 five hours in a day and (2) a second duty-free meal period of not less than 30 minutes' duration,
11 during which they are relieved of all duty, before they have worked more than 10 hours in a day.
12 Additionally, as alleged herein, Plaintiffs and other putative class members worked more than 10
13 hours in a day and CASCADE DRILLING had a policy and practice of failing to provide them
14 with all timely and required uninterrupted meal periods of at least 30 minutes' duration. Plaintiffs
15 allege that they and, on information and belief, other putative class members never waived their
16 right to a second meal period. Further, Plaintiffs and other putative class members worked many
17 shifts more than 12 hours in a day. Under Labor Code § 512(a), second meal periods are not
18 waivable for employees who work more than 12 hours in a day.

19 14. During the period in which Plaintiffs were employed by Cascade Drilling, they were
20 required to work shifts longer than 10 hours, including many shifts over 12 hours. When
21 CASCADE DRILLING required Plaintiffs and members of the proposed class to work shifts longer
22 than 10 hours, it had a policy and practice of failing to authorize and permit putative class members
23 to take discrete third rest periods of at least 10 minutes as required by Labor Code § 226.7 and IWC
24 Wage Order 16-2001, § 11(A).

25 15. Labor Code § 226 provides that every employer is required, "semimonthly or at the
26 time of each payment of wages," to give each employee an itemized wage statement, including
27 "gross wages earned." Defendants had a policy and practice of violating Labor Code § 226 by
28 failing to provide complete and accurate itemized wage statements to Plaintiffs and the putative

1 class members in that the wage statements provided did not, among other things, include the
2 accurate hours worked and the correct gross wages earned.

3 16. Defendants had a policy and practice of violating California Labor Code §§ 201-
4 203 by failing to pay Plaintiffs and putative class members all wages due and owing at the time of
5 discharge or voluntary quit. Plaintiffs and putative class members still are owed wages, including
6 without limitation the statutory minimum wage and overtime, for unpaid pre-shift time spent
7 checking and loading vehicles and unpaid post-shift time spent finishing the days' assignments and
8 filling out paperwork as well as premium pay for missed meal and rest breaks.

9 17. Defendants had a policy and practice of failing to pay employees in a timely manner
10 as required by Labor Code § 204b.

11 **IV. CLASS ACTION ALLEGATIONS**

12 18. Plaintiffs bring this action on behalf of themselves and as a class action under Code
13 of Civil Procedure § 382 on behalf of a class of similarly situated persons employed by CASCADE
14 DRILLING in the State of California. Specifically, Plaintiffs seek to represent the class of all non-
15 exempt field employees who performed work for CASCADE DRILLING in California at any time
16 during the applicable limitations period preceding the original filing of this Complaint (as extended
17 and augmented by all applicable tolling rules and period(s) of tolling, which include but are not
18 limited to tolling under Emergency Rule 9 of the California Rules of Court) and up through the
19 present and until compliance with the law. Plaintiffs also seek to represent the following sub-
20 classes of employees who worked for CASCADE DRILLING at job sites within the State of
21 California:

- 22 (a) All non-exempt field employees who performed work for CASCADE
23 DRILLING in California at any time during the applicable limitations period
24 preceding the original filing of this Complaint (as extended and augmented
25 by all applicable tolling rules and period(s) of tolling, which include but are
26 not limited to tolling under Emergency Rule 9 of the California Rules of
27 Court) and up through the present and until compliance with the law,
28 inclusive, who were not paid any wages whatsoever, including the minimum

wage and overtime, for certain compensable unpaid pre-shift time spent checking and loading vehicles and compensable unpaid post-shift time spent finishing the days' assignments and filling out paperwork;

(b) All non-exempt field employees who performed work for CASCADE DRILLING in California at any time during the applicable limitations period preceding the original filing of this Complaint (as extended and augmented by all applicable tolling rules and period(s) of tolling, which include but are not limited to tolling under Emergency Rule 9 of the California Rules of Court) and up through the present and until compliance with the law, inclusive, who were not provided all meal periods required by law;

(c) All non-exempt field employees who performed work for CASCADE DRILLING in California at any time during the applicable limitations period preceding the original filing of this Complaint (as extended and augmented by all applicable tolling rules and period(s) of tolling, which include but are not limited to tolling under Emergency Rule 9 of the California Rules of Court) and up through the present and until compliance with the law, inclusive, who were not authorized and permitted to take all rest breaks as required by law;

(d) All non-exempt field employees who performed work for CASCADE DRILLING in California at any time during the applicable limitations period preceding the original filing of this Complaint (as extended and augmented by all applicable tolling rules and period(s) of tolling, which include but are not limited to tolling under Emergency Rule 9 of the California Rules of Court) and up through the present and until compliance with the law, inclusive were not provided with accurate, itemized wage statements; and

(e) All non-exempt field employees who performed work for CASCADE DRILLING in California at any time during the applicable limitations period preceding the original filing of this Complaint (as extended and augmented

by all applicable tolling rules and period(s) of tolling, which include but are not limited to tolling under Emergency Rule 9 of the California Rules of Court) and up through the present and until compliance with the law, inclusive, who were not paid all wages due upon discharge or voluntary quit as required by Labor Code §§ 201-203.

19. The class and sub-classes that Plaintiffs seek to represent contain numerous members and are clearly ascertainable. Plaintiffs reserve the right under Rule 3.765 of the California Rules of Court to amend or modify the class and sub-class descriptions with greater specificity or further division into additional sub-classes or limitation to particular issues.

20. By their unlawful practices and policies, Defendants have violated the rights of employees under the laws and regulations of the State of California. The questions raised are, therefore, of common or general interest to the class members, who have a well-defined community of interest in the questions of law and fact raised in this action.

21. Plaintiffs' claims are typical of those of the class, as Plaintiffs now suffer and have suffered in the past from the same violations of the law as other members of the proposed class. Plaintiffs have retained competent counsel to represent themselves and the class, and Plaintiffs will fairly and adequately represent the interests of the class.

22. This action may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation and the proposed class and sub-classes are easily ascertainable.

Numerosity

23. The members of the proposed class are so numerous that joinder of all class members is impractical. While the precise number of class members has not been determined at this time, Plaintiffs are informed and believe that Defendants have employed as many as 600 workers or more in the relevant time period.

24. Plaintiffs allege that Defendants' employment records would contain relevant information as to the number of members of the proposed class.

//

Commonality

25. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. Those common questions of law and fact include, without limitation, the following:

- (a) Whether Defendants had a policy or practice of violating Labor Code § 1194 by failing to pay class members for all hours worked;
- (b) Whether Defendants had a policy and practice of failing to provide class members with all of their required meal periods;
- (c) Whether Defendants had a policy and practice of failing to authorize and permit class members to take all of their required rest periods
- (d) Whether Defendants had a policy and practice of violating Labor Code § 226 by failing to provide required information on wage statements, such as gross wages earned, and whether those statements were accurate;
- (e) Whether Defendants had a policy and practice of violating Labor Code §§ 201-203 by failing to pay departing class members all wages, including statutory minimum wages, due at the time of discharge or voluntary quit; and
- (f) Whether Plaintiffs and the class members are entitled to equitable relief under Business and Professions Code §§ 17200, *et seq.*

Typicality and Adequacy of Representation

26. Plaintiffs' claims are typical of the claims of the proposed class. Plaintiffs and all members of the proposed class sustained injuries and economic loss arising out of and caused by Defendants' common course of conduct in violation of laws and regulations alleged in this Complaint.

27. Plaintiffs will fairly and adequately protect the interests of all proposed class members. Plaintiffs have no interests that are antagonistic to those of the proposed class and are not subject to any unique defenses. Plaintiffs also have retained counsel experienced in class actions and in representing employees and protecting employees' rights.

Superiority of Class Action

28. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed class members is not practicable, and questions of law and fact common to the class predominate over any questions affecting only individual members of the class. Each member of the class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

29. Class action treatment will allow those similarly-situated persons to litigate their claims in the manner that is most effective and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

30. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all proposed class members is impractical. Even if every proposed class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts if individual litigation of numerous cases were to be required. Individualized litigation also would present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action with respect to some or all of the issues presented herein gives rise to fewer management difficulties, conserves the resources of the court system and the parties and protects the rights of each proposed class member. Further, it prevents the very real harm that would be suffered by numerous putative class members who simply will be unable to enforce individual claims of this size on their own, and by Defendants' competitors, who will be placed at an unfair competitive disadvantage as their punishment for obeying the law. Plaintiffs do not anticipate difficulties in the management of this action.

V. REPRESENTATIVE ACTION ALLEGATIONS

31. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor Code §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt field employees whom performed work within the state of California and were not paid any wages whatsoever, including

1 minimum wage, to employees for compensable pre-shift and post-shift time, including unpaid pre-
2 shift time spent checking and loading vehicles and unpaid post-shift time spent finishing the days'
3 assignments and filling out paperwork, and/or otherwise working or under Defendant's control.

4 32. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor Code
5 §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt field employees whom
6 performed work for CASCADE DRILLING at job sites located in the State of California who were
7 not provided their required meal periods.

8 33. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor Code
9 §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt field employees whom
10 performed work for CASCADE DRILLING at job sites located in the State of California who were
11 not authorized or permitted to take all of their required rest periods.

12 34. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor Code
13 §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt field employees whom
14 performed work for CASCADE DRILLING at job sites located in the State of California who did
15 not receive complete and accurate itemized wage statements in violation of Labor Code § 226(a).

16 35. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor Code
17 §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt field employees whom
18 performed work for CASCADE DRILLING at job sites located in the State of California who were
19 not paid all wages due at the time of discharge or voluntary quit in violation of Labor Code §§ 201-
20 203.

21 36. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor Code
22 §§ 2698, *et seq.*, who are or were employed by Defendants as non-exempt field employees whom
23 performed work for CASCADE DRILLING at job sites located in the State of California who were
24 not paid all wages in a timely manner as required by Labor Code § 204b.

25 37. There is a well-defined community of interest in the question of law and fact
26 affecting the aggrieved employees whom Plaintiffs seek to represent. The aggrieved employees'
27 claims against Defendants involve questions of common or general interest, including, but not
28 limited to, the following: (1) whether Defendants had a policy and practice of failing to pay

1 aggrieved employees any wages whatsoever, including minimum wage, for compensable pre-shift
2 and post-shift time, including unpaid pre-shift time spent checking and loading vehicles and unpaid
3 post-shift time spent finishing the days' assignments and filling out paperwork; (2) whether
4 Defendant had a policy and practice of failing to provide aggrieved employees with all of their
5 required meal periods; (3) whether Defendants had a policy and practice of failing to provide
6 aggrieved employees with all of their required rest periods; (4) whether Defendants had a policy
7 and practice of violating Labor Code § 226 by failing to provide required information on wage
8 statements, such as gross wages earned and actual hours worked, and whether those statements
9 were accurate; (5) whether Defendants had a policy and practice of failing to pay departing
10 aggrieved employees all wages due at the time of discharge or voluntary quit in violation of Labor
11 Code §§ 201-203; (6) and whether Defendants had a policy and practice of failing to pay aggrieved
12 employees in a timely manner as required by Labor Code § 204b.

13 38. Plaintiffs' claims are typical of the claims of the members of the aggrieved
14 employees whom Plaintiffs seek to represent on a representative basis and their interests are
15 consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiffs will
16 fairly and adequately represent the interests of the aggrieved employees whom they seek to
17 represent because Plaintiffs are also aggrieved employees and their claims are typical of those of
18 the aggrieved employees. Plaintiffs have retained attorneys who are experienced in the prosecution
19 of class and representative actions, and Plaintiffs intend to prosecute this action vigorously.

20 39. Common questions of law and fact exist as to all aggrieved employees that
21 predominate over any other questions affecting only individual aggrieved employees.

22 40. Plaintiffs request permission to amend the Complaint to include additional
23 representatives if either Plaintiff is deemed not to be an adequate representative of the aggrieved
24 employees.

25 **VI. FIRST CAUSE OF ACTION**

26 **(UNFAIR BUSINESS PRACTICES – CAL. BUS. & PROF. CODE §§ 17200, *et seq.*)**

27 41. Plaintiffs repeat and reallege each and every paragraph above as though fully set
28 forth herein.

1 42. California Business and Professions Code §§ 17200, *et seq.*, prohibit unfair
2 competition in the form of any unlawful, unfair, deceptive, or fraudulent business act or practice.

3 43. Beginning at an exact date unknown to Plaintiffs, but at least during the four-year
4 period preceding the original filing of this Complaint (as extended and augmented by all applicable
5 tolling rules and period(s) of tolling, which include but are not limited to tolling under Emergency
6 Rule 9 of the California Rules of Court) and up through the present, Defendants committed
7 unlawful acts and practices as defined by California Business and Professions Code §§ 17200, *et*
8 *seq.* Defendants have had a policy and practice of engaging in unlawful and unfair business
9 practices including, but not limited to, violations of:

- 10 (a) Labor Code § 1194 (failure to pay all wages due, including minimum wages
11 and overtime compensation);
- 12 (b) Labor Code §§ 226.7 and 512 (failure to provide meal periods);
- 13 (c) Labor Code § 226.7 (failure to authorize and permit rest breaks);
- 14 (d) Labor Code § 226 (failure to provide accurate itemized wage statements);
- 15 (e) Labor Code §§ 201-203 (failure to pay all wages, including statutory
16 minimum wages, due and owing at time of discharge or voluntary quit); and
- 17 (f) Industrial Welfare Commission IWC Wage Order No. 16-2001.

18 44. The violations of those laws and the acts and practices described in this Complaint
19 constitute unlawful, unfair, deceptive and fraudulent business acts and practices and unfair
20 competition within the meaning of Business and Professions Code §§ 17200, *et seq.*

21 45. As a direct and proximate result of those acts and practices, Defendants have
22 received and continue to hold as ill-gotten gains money and property belonging to Plaintiffs and
23 the class, in that Defendants have profited in those amounts from their unlawful practices.

24 46. Business and Professions Code § 17203 provides that the Court may restore to any
25 person in interest any money or property that may have been acquired by means of unfair
26 competition and may order Defendants to make restitution to Plaintiffs for the practices alleged in
27 this Complaint. Plaintiffs and putative class members are entitled under Business and Professions
28 Code §§ 17203 and 17208 to restitution and restoration of all wages unlawfully withheld at any

time during the four-year period preceding the original filing of this Complaint (as extended and augmented by all applicable tolling rules and period(s) of tolling, which include but are not limited to tolling under Emergency Rule 9 of the California Rules of Court) and up through the present and until the violations have been corrected, together with all civil penalties owed in connection with those violations. Plaintiffs will, upon leave of the Court, amend this Complaint to state those amounts when they are ascertained.

47. Plaintiffs' success in this action will enforce important rights affecting the public interest and, in that regard, Plaintiffs sue on behalf of the proposed class as well as on behalf of themselves and the general public. Plaintiffs seek and are entitled to unpaid wages and any other remedy owing to Plaintiffs and all others similarly situated.

48. To prevent Defendants from profiting and benefiting from their wrongful and illegal policies and practices, an order requiring Defendants to restore to Plaintiffs and class members all monies and property unlawfully gained through Defendants' unlawful practices is appropriate and necessary.

49. Plaintiffs take upon themselves the enforcement of these laws and lawful claims. There is a financial burden incurred in pursuing this action and it would be against the interests of justice to penalize Plaintiffs by forcing them to pay attorneys' fees from the recovery in this action. Therefore, an award of attorneys' fees is appropriate under California Code of Civil Procedure § 1021.5.

Wherefore, Plaintiffs pray for relief as set forth below.

VII. SECOND CAUSE OF ACTION
(UNPAID WAGES, OVERTIME PAY, MINIMUM WAGES AND LIQUIDATED
DAMAGES – LABOR CODE §§ 510, 1194 AND 1194.2)

50. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

51. Labor Code § 510 and IWC Wage Order 16-2001, require, among other things:

- (a) One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours and up to and including 12 hours in any

workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

52. Defendants had a policy and practice of failing to pay Plaintiffs and other putative class members for all hours worked by failing to pay them any wages, including minimum wages and overtime pay, certain compensable pre-shift and post-shift time, including unpaid pre-shift time spent checking and loading vehicles and unpaid post-shift time spent finishing the days assignments and filling out paperwork.

53. Plaintiffs seek to recover all unpaid wages and overtime pay due to Plaintiffs and other putative class members, as well as liquidated damages, if appropriate, and interest, under Labor Code §§ 1194, 1194.2 and 218.6.

54. Plaintiffs seek attorneys' fees and costs under Labor Code § 1194, which provides for a private right of action to recover unpaid minimum wage and overtime compensation and also provides for the recovery of attorneys' fees and costs by a prevailing employee.

Wherefore, Plaintiffs pray for relief as set forth below.

VIII. THIRD CAUSE OF ACTION

(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES – LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

55. Plaintiffs repeats and realleges each and every paragraph above as though fully set forth herein.

56. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

57. Plaintiffs are "aggrieved employees" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they each are a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

58. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil

1 action against Defendants for violations of Labor Code §§ 510, 1194, 1197, 1197.1, 1198 and 1199.

2 59. By the actions alleged herein, Defendants failed to pay Plaintiffs and other aggrieved
3 employees overtime on all occasions when it was required by law, and failed to pay aggrieved
4 employees any wages, including minimum wages and overtime pay, for certain hours worked, in
5 violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199.

6 60. Therefore, Plaintiffs and all current and former aggrieved employees demand the
7 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 1194, 1194.2,
8 1197, 1197.1, 1198 and 1199.

9 61. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code §§
10 1194 and 2699(g)(1).

11 62. Wherefore, Plaintiffs pray for relief as set forth below.

12 **IX. FOURTH CAUSE OF ACTION**
13 **(FAILURE TO PROVIDE MEAL PERIODS)**

14 63. Plaintiffs repeat and reallege each and every paragraph above as though fully set
15 forth herein.

16 64. At all relevant times, the Defendants were "employers" of Plaintiffs and members
17 of the proposed class within the meaning of Labor Code §§ 226.7 and 512 and IWC Wage Order
18 16-2001, § 2(I).

19 65. At all relevant times, Plaintiffs and members of the proposed class were
20 "employees" of Defendants within the meaning of Labor Code §§ 226.7 and 512 and IWC Wage
21 Order 16-2001, § 2(H). Plaintiffs and members of the proposed class also were employed by
22 Defendants in on-site construction occupations, as defined in and within the meaning of IWC Wage
23 Order 16-2001, § 2(C).

24 66. At all relevant times, Labor Code §§ 226.7 and 512 and IWC Wage Order 16-2001,
25 § 10 have provided that employees must receive a first meal period of not less than 30 minutes
26 before they have worked more than five hours in a day and a second meal period of not less than
27 30 minutes before they have worked more than 10 hours in a day.

28 67. As alleged above, Defendants required Plaintiffs and members of the proposed class

1 to work more than 10 hours in a single day, including, typically, shifts longer than 12 hours. On
2 those occasions when Plaintiffs and members of the proposed class worked more than 10 hours in
3 a single day, Defendants had a policy and practice of refusing and/or failing to provide employees
4 with all of the duty-free meal periods that are mandated by Labor Code §§ 226.7 and 512 and IWC
5 Wage Order 16-2001, § 10(B). Plaintiffs allege that they and, on information and belief, other
6 members of the proposed class did not waive their rights to a second meal period.

7 68. Defendants' practices of failing to provide employees timely and uninterrupted meal
8 periods of not less than 30 minutes and of requiring employees to work through those meal periods
9 violate Labor Code §§ 226.7 and 512(a) and IWC Wage Order 16-2001, § 10(B).

10 69. Plaintiffs and members of the proposed class have lost money as a direct result of
11 Defendants' unlawful practices as alleged above in that they were required to work shifts longer
12 than 10 hours, were not provided their required meal periods, and were not compensated correctly
13 for not having been provided those meal periods, respectively. Accordingly, Plaintiffs and
14 members of the proposed class are entitled to proper compensation, restitution and premium pay
15 for each meal period that was not provided as required by law and to the waiting time penalties
16 arising from those violations.

17 70. Plaintiffs are entitled to an award of attorneys' fees and costs and expenses incurred
18 in this action under Code of Civil Procedure § 1021.5.

19 Wherefore, Plaintiffs pray for relief as set forth below.

20 **X. FIFTH CAUSE OF ACTION**

21 **(FAILURE TO PROVIDE MEAL PERIODS –**

22 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

23 71. Plaintiffs repeat and reallege each and every paragraph above as though fully set
24 forth herein.

25 72. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain
26 penalties on their own behalf and on behalf of other current and former employees.

27 73. Plaintiffs are "aggrieved employees" as that term is defined in the Labor Code
28 Private Attorneys General Act of 2004 because they are each a person who was employed by the

alleged violator and against whom one or more of the alleged violations was committed.

74. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198, and 1199.

75. By the actions alleged herein, Defendants failed to provide all required meal periods in violation of Labor Code §§ 226.7, 512 and 1198.

76. Therefore, Plaintiffs and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198, and 1199.

77. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XI. SIXTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS)

78. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

79. At all relevant times, the Defendants were "employers" of Plaintiffs and other putative class members within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 16-2001, § 2(I).

80. At all relevant times, Plaintiffs and other putative class members were "employees" of Defendants within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001, § 2(H). Plaintiffs and other putative class members were employed by Defendants in the drilling industry, as defined in and within the meaning of IWC Wage Order 16-2001, § 2(H).

81. At all relevant times, Labor Code § 226.7 and IWC Wage Order 16-2001, § 1 require employers to authorize and permit employees to take discrete rest breaks of at least ten minutes for every four hours worked or major fraction thereof.

82. CASCADE DRILLING had a policy and practice of failing to authorize and permit Plaintiffs and other putative class member to take discrete rest breaks of at least 10 minutes for every four hours worked or major fraction thereof as required by Labor Code § 226.7 and IWC

1 Wage Order 1-2001, § 11(A). Plaintiffs and putative class member typically worked shifts of over
2 10 hours and were legally eligible to receive three discrete rest breaks per shift of at least 10 minutes
3 each. CASCADE DRILLING had a policy and practice of failing to authorize and permit Plaintiffs
4 and other putative class members to take these rest breaks in violation of Labor Code § 226.7 and
5 IWC Wage Order 1-2001, § 11(A).

6 83. Defendants' practices of failing to authorize and permit employees to take discrete
7 rest breaks of not less than 10 minutes for every four hours worked or major fraction thereof, and of
8 requiring employees to work through their rest breaks, violate Labor Code § 226.7 and IWC Wage
9 Order 16-2001, § 11(A).

10 84. Plaintiffs and other putative class members lost money as a direct result of
11 Defendants' unlawful practices as alleged above, in that they were not authorized and permitted to
12 take their rest breaks as required by law, and were not paid premium pay for missing such rest
13 breaks. Accordingly, Plaintiffs and other putative class members are entitled to proper
14 compensation, restitution and premium pay for each rest period that was not provided as required
15 by Labor Code § 226.7.

16 85. Defendants' violations of Labor Code § 226.7 and IWC Wage Order 16-2001 as
17 alleged above are ongoing and will continue unless and until this Court enters an injunction barring
18 those violations.

19 86. Plaintiffs are entitled to an award of attorneys' fees and costs and expenses incurred
20 in this action under Code of Civil Procedure § 1021.5.

21 Wherefore, Plaintiffs pray for relief as set forth below.

22 **XII. SEVENTH CAUSE OF ACTION**

23 **(FAILURE TO AUTHORIZE AND PERMIT THIRD REST PERIODS –**
24 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

25 87. Plaintiffs repeat and reallege each and every paragraph above as though fully set
26 forth herein.

27 88. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain
28 penalties on their own behalf and on behalf of other current and former employees.

89. Plaintiffs are “aggrieved employees” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

90. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198, and 1199.

91. By the actions alleged herein, Defendants failed to authorize and permit all required rest periods in violation of Labor Code §§ 226.7, 1198, and 1199.

92. Therefore, Plaintiffs and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198, and 1199.

93. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XIII. EIGHTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

94. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

95. As alleged above, during all or some portion of the proposed class period, Defendants violated Labor Code § 226 through their practice of failing to provide their employees, including Plaintiffs and members of the proposed class, with complete and accurate itemized wage statements. Among other things, the wage statements provided by Defendants violated Labor Code § 226(a) by failing to state accurately the gross wages earned and the actual hours worked by each employee.

96. Under Labor Code § 226(e), Plaintiffs and members of the proposed class are entitled to recover the greater of actual damages or \$50 for the initial pay period in which a violation occurred and \$100 for each subsequent pay period in which Defendants failed to comply with the statute, up to a maximum of \$4,000 per employee.

97. Under Labor Code § 226(g), Plaintiffs are entitled to injunctive relief and an order

1 of this Court requiring Defendants to comply with all provisions of Labor Code § 226. Plaintiffs
2 also are entitled under Labor Code § 226(g) to an award of attorneys' fees and costs incurred in
3 bringing this action.

4 Wherefore, Plaintiffs pray for relief as set forth below.

5 **XIV. NINTH CAUSE OF ACTION**
6 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –**
7 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

8 98. Plaintiffs repeat and reallege each and every paragraph above as though fully set
9 forth herein.

10 99. California Labor Code § 2699(f) permits "aggrieved employees," acting on their
11 own behalf and on behalf of the State of California and other current and former employees, to
12 recover certain penalties.

13 100. Plaintiffs are "aggrieved employees" as that term is defined in the Labor Code
14 Private Attorneys General Act of 2004 because they are each a person who was employed by the
15 alleged violator and against whom one or more of the alleged violations was committed.

16 101. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil
17 action against Defendants for violations of Labor Code § 226(a).

18 102. By their actions as alleged herein, Defendants have failed to comply with Labor
19 Code § 226(a) as it relates to Plaintiffs and the other aggrieved employees. As alleged above,
20 Defendants employed and employ a policy and practice of violating Labor Code § 226(a) by failing
21 to provide complete and accurate itemized wage statements to Plaintiffs and other aggrieved
22 employees. Among other violations, the wage statements provided by Defendants violated Labor
23 Code § 226(a) by failing to state accurately the gross wages earned and the actual hours worked by
24 each employee.

25 103. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees
26 on behalf of the State of California, demands the Labor Code § 226.3 penalties provided for
27 violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants'
28 violations of Labor Code § 226(a), Plaintiffs alternatively will seek Labor Code § 2699(f)

penalties.)

104. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XV. TENTH CAUSE OF ACTION

(LABOR CODE §§ 201-203)

105. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

106. Labor Code §§ 201 and 202 require an employer to pay its employees all wages due within the times specified by law. Labor Code § 203 provides that if an employer willfully fails to pay those wages within the times specified by Labor Code §§ 201 or 202, the employer must continue to pay the subject employees' wages day-by-day, weekends included, until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

107. Defendants unfairly and unlawfully have had a policy and practice of violating Labor Code §§ 201 and 202 by failing to pay Plaintiffs and the class all wages earned during their employment within the times specified by those sections.

108. Plaintiffs and all other putative class members who ceased employment with Defendants are entitled to unpaid compensation but thus far have not received that compensation.

109. More than 30 days have passed since Plaintiffs and certain class members left Defendants' employ.

110. Due to Defendants' willful failure to compensate Plaintiffs and putative class members timely for all hours worked, Plaintiffs and class members whose employment ended at any time during the applicable limitations period preceding the original filing of this Complaint (as extended and augmented by all applicable tolling rules and period(s) of tolling, which include but are not limited to tolling under Emergency Rule 9 of the California Rules of Court) and up through the present and until compliance with the law are entitled to 30 days' wages under Labor Code § 203, together with interest.

Wherefore, Plaintiffs pray for relief as set forth below.

XVI. TWELFTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

111. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

112. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

113. Plaintiffs are “aggrieved employees” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

114. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

115. By their actions as alleged herein, Defendants have failed to comply with Labor Code §§ 201-203 as they relate to Plaintiffs and the other aggrieved employees.

116. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

117. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XVII. THIRTEENTH CAUSE OF ACTION

(LABOR CODE § 204b –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

118. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

119. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

120. Plaintiffs are “aggrieved employees” as that term is defined in the Labor Code

Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

121. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204b.

122. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 204b as they relate to Plaintiffs and the other aggrieved employees.

123. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204b.

124. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

PRAYER FOR RELIEF

Plaintiffs pray for relief as follows:

- i. For an order certifying this action as a class action;
- ii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of failing to pay all minimum wage, overtime, and double time compensation owed to Plaintiffs and the class members in violation of Business and Professions Code §§ 17200, *et seq.*;
- iii. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to provide proper meal and rest periods and to pay all premium wages due and owing for those failures;
- iv. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid minimum wage, overtime, and double time compensation owed to Plaintiffs and the class members for the policy

and practice of failing to pay all wages due and owing, as well as liquidated damages as appropriate, during the applicable limitations period preceding the original filing of the Complaint (as extended and augmented by all applicable tolling rules and period(s) of tolling, which include but are not limited to tolling under Emergency Rule 9 of the California Rules of Court) and up through and including the present and until the date of compliance with the law;

- v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current and former aggrieved employee for each violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay minimum, overtime and double-time wage) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vi. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid compensation owed to Plaintiffs and class members for missed meal and rest periods due and owing during the applicable limitations period preceding the original filing of the Complaint (as extended and augmented by all applicable tolling rules and period(s) of tolling, which include but are not limited to tolling under Emergency Rule 9 of the California Rules of Court) and up through and including the present and until the date of compliance with the law;
- vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198, and 1199 (missed meal periods and missed rest periods) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;

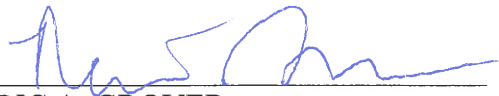
- viii. For compensatory damages to Plaintiffs and class members in an amount according to proof at time of trial for the policy and practice of failing to provide accurate, itemized wage statements during the applicable limitations period preceding the original filing of this Complaint and up through the present and until the date of compliance with the law;
- ix. For the statutory amounts provided by Labor Code § 226(e) for Plaintiffs and class members during the applicable limitations period preceding the original filing of this Complaint and up through and including the present and until the date of compliance with the law;
- x. For civil penalties as specified by Labor Code § 226.3 for Plaintiffs and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiffs alternatively seek the civil penalties specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)
- xi. For waiting time penalties as provided by Labor Code § 203 for Plaintiffs and class members;
- xii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;

- xiii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each aggrieved employee for each violation of Labor Code § 204b (failure to pay wages in a timely manner) during the applicable limitations period preceding the original filing of the Complaint and up to and including the present and until the date of compliance with the law;
- xiv. For reasonable attorneys' fees and costs as allowed by Labor Code §§ 218.5, 226(e), 226(g), 1194(a), 2699(g)(1) and Code of Civil Procedure § 1021.5;
- xv. For all interest as required by Labor Code § 218.6 and other applicable law;
- xvi. For all costs of this suit as allowed by law, including Labor Code §§ 218.5, 226(e), 226(g), 1194, and 2699(g)(1); and
- xvii. For such other and further relief as the Court may deem proper.

Dated: April 13, 2021

Respectfully submitted,

KELLER GROVER LLP

By: 

ERIC A. GROVER

ROBERT SPENCER

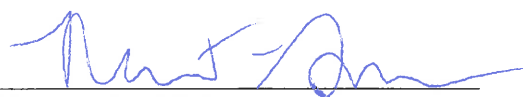
Attorneys for Plaintiffs and the Proposed Class

JURY TRIAL DEMAND

Plaintiffs demand a trial by jury as to all issues so triable.

Dated: April 13, 2021

KELLER GROVER LLP

By: 

ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiffs and the Proposed Class

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **April 13, 2021**, in the case of *Martinez, et al. v. Cascade Drilling, L.P.*, Alameda Superior Court Case Number RG21090743, I served the foregoing document(s):

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested party(ies) below, using the following means:

Blake Zollar, Esq.
169 Saxony Road, Suite 115
Encinitas, California 92024
blake@kzllp.com

Attorneys for Defendant
Cascade Drilling, L.P.

Shaun Paisley, Esq.
470 James Street, Suite 007
New Haven, Connecticut 06513

Cascade Drilling, L.P.
C/O CSC – Lawyers Incorporating Service
Registered Agent for Service of Process
Kaitlyn Mannix
Becky DeGeorge
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

Registered Agent for Defendant
Cascade Drilling, L.P.

☒	(BY UNITED STATES MAIL) I sealed the envelope(s), with postage thereon fully prepaid, and on the date below, following ordinary business practices, I placed it for collection and mailing in the United States Postal Service, in San Francisco, California.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ

EXHIBIT 3

FILED
JUL 29 2021

K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

By T. Schrader, Deputy Clerk

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

PER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT 31, FOR ALL
PURPOSES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA
SUMMONS ISSUED
C21-01568

JOHN LILLA, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

CASCADE DRILLING, LP, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JOHN LILLA ("Plaintiff"), 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 the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

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 other 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 Defendant because, upon information and belief, Defendant is 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 California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Contra Costa.

PARTIES

5. Plaintiff JOHN LILLA is an individual residing in the State of California.

6. Defendant CASCADE DRILLING, LP, at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Contra Costa.

7. At all relevant times, Defendant CASCADE DRILLING, LP, was the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue 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 as 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. Defendant CASCADE DRILLING, LP and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for

any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

(Subclass A) All class members who were required by Defendants to stay on Defendant's premises for rest breaks.

(Subclass B) All class members who were subject to Defendants' practice of rounding time recorded for purposes of calculating compensation for time worked or for calculating meal periods.

14. Plaintiff reserves the right to establish other subclasses as appropriate.

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

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater 200 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily

1 expended for the prosecution of this action for the substantial benefit of
2 each class member.

3 d. Superiority: A class action is superior to other available methods for the
4 fair and efficient adjudication of this litigation because individual joinder
5 of all class members is impractical.

6 e. Public Policy Considerations: Certification of this lawsuit as a class
7 action will advance public policy objectives. Employers of this great
8 state violate employment and labor laws every day. Current employees
9 are often afraid to assert their rights out of fear of direct or indirect
10 retaliation. However, class actions provide the class members who are
11 not named in the complaint anonymity that allows for the vindication of
12 their rights.

13 16. There are common questions of law and fact as to the class members that
14 predominate over questions affecting only individual members. The following common
15 questions of law or fact, among others, exist as to the members of the class:

- 16 a. Whether Defendants' failure to pay wages, without abatement or
17 reduction, in accordance with the California Labor Code, was willful;
18 b. Whether Defendants' had a corporate policy and practice of failing to
19 pay their hourly-paid or non-exempt employees within the State of
20 California for all hours worked and missed (short, late, interrupted,
21 and/or missed altogether) meal periods and rest breaks in violation of
22 California law;
23 c. Whether Defendants required Plaintiff and the other class members to
24 work over eight (8) hours per day and/or over forty (40) hours per week
25 and failed to pay the legally required overtime compensation to Plaintiff
26 and the other class members;
27 d. Whether Defendants deprived Plaintiff and the other class members of
28 meal and/or rest periods or required Plaintiff and the other class

- 1 members to work during meal and/or rest periods without compensation;
- 2 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
- 3 other class members for all hours worked;
- 4 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
- 5 class members within the required time upon their discharge or
- 6 resignation;
- 7 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
- 8 the other class members during their employment;
- 9 h. Whether Defendants complied with wage reporting as required by the
- 10 California Labor Code; including, *inter alia*, section 226;
- 11 i. Whether Defendants kept complete and accurate payroll records as
- 12 required by the California Labor Code, including, *inter alia*, section
- 13 1174(d);
- 14 j. Whether Defendants failed to reimburse Plaintiff and the other class
- 15 members for necessary business-related expenses and costs;
- 16 k. Whether Defendants' conduct was willful or reckless;
- 17 l. Whether Defendants engaged in unfair business practices in violation of
- 18 California Business & Professions Code section 17200, et seq.;
- 19 m. The appropriate amount of damages, restitution, and/or monetary
- 20 penalties resulting from Defendants' violation of California law; and
- 21 n. Whether Plaintiff and the other class members are entitled to
- 22 compensatory damages pursuant to the California Labor Code.

23 **GENERAL ALLEGATIONS**

24 17. At all relevant times set forth herein, Defendants employed Plaintiff and other

25 persons as hourly-paid or non-exempt employees within the State of California, including the

26 County of Contra Costa.

27 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-

28 exempt employee, from approximately December 2016 to approximately December 2019, in

1 the State of California, County of Contra Costa.

2 19. Defendants hired Plaintiff and the other class members, classified them as
3 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
4 missed meal periods and/or rest breaks.

5 20. Defendants had the authority to hire and terminate Plaintiff and the other class
6 members, to set work rules and conditions governing Plaintiff's and the other class members'
7 employment, and to supervise their daily employment activities.

8 21. Defendants exercised sufficient authority over the terms and conditions of
9 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
10 and the other class members.

11 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other
12 class members.

13 23. Defendants continue to employ hourly-paid or non-exempt employees within the
14 State of California.

15 24. Plaintiff and the other class members worked over eight (8) hours in a day,
16 and/or forty (40) hours in a week during their employment with Defendants.

17 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
19 employees within the State of California. This pattern and practice involved, *inter alia*, failing
20 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
21 breaks in violation of California law.

22 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 certain wages for overtime compensation and that they were not receiving accurate overtime
25 compensation for all overtime hours worked.

26 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 failed to provide Plaintiff and the other class members all required rest and meal periods during
28 the relevant time period as required under the Industrial Welfare Commission Wage Orders

1 and thus they are entitled to any and all applicable penalties.

2 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive
4 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
5 member's regular rate of pay when a meal period was missed, and they did not receive all meal
6 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
7 regular rate of pay when a meal period was missed.

8 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members were entitled to receive
10 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
11 member's regular rate of pay when a rest period was missed, and they did not receive all rest
12 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
13 regular rate of pay when a rest period was missed.

14 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members were entitled to receive
16 at least minimum wages for compensation and that they were not receiving at least minimum
17 wages for all hours worked.

18 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 all wages owed to them upon discharge or resignation, including overtime and minimum wages
21 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
22 them at the time of their discharge or resignation.

23 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 all wages owed to them during their employment. Plaintiff and the other class members did
26 not receive payment of all wages, including overtime and minimum wages and meal and rest
27 period premiums, within any time permissible under California Labor Code section 204.

28 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff and the other class members were entitled to receive
2 complete and accurate wage statements in accordance with California law, but, in fact, they did
3 not receive complete and accurate wage statements from Defendants. The deficiencies
4 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
5 other class members.

6 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Defendants had to keep complete and accurate payroll records
8 for Plaintiff and the other class members in accordance with California law, but, in fact, did
9 not keep complete and accurate payroll records.

10 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to
12 reimbursement for necessary business-related expenses.

13 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that they had a duty to compensate Plaintiff and the other class
15 members pursuant to California law, and that Defendants had the financial ability to pay such
16 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
17 represented to Plaintiff and the other class members that they were properly denied wages, all
18 in order to increase Defendants' profits.

19 37. During the relevant time period, Defendants failed to pay overtime wages to
20 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
21 class members were required to work more than eight (8) hours per day and/or forty (40) hours
22 per week without overtime compensation for all overtime hours worked.

23 38. During the relevant time period, Defendants failed to provide all requisite
24 uninterrupted meal and rest periods to Plaintiff and the other class members.

25 39. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 class members at least minimum wages for all hours worked.

27 40. During the relevant time period, Defendants failed to pay Plaintiff and the other
28 class members all wages owed to them upon discharge or resignation.

1 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
2 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
3 than forty (40) hours in a workweek.

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

7 51. California Labor Code section 510 codifies the right to overtime compensation
8 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
9 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
10 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
11 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
12 of work.

13 52. During the relevant time period, Plaintiff and the other class members worked in
14 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

15 53. During the relevant time period, Defendants intentionally and willfully failed to
16 pay overtime wages owed to Plaintiff and the other class members.

17 54. Defendants' failure to pay Plaintiff and the other class members the unpaid
18 balance of overtime compensation, as required by California laws, violates the provisions of
19 California Labor Code sections 510 and 1198, and is therefore unlawful.

20 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class
21 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
22 attorneys' fees.

23 **SECOND CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 226.7 and 512(a))**

25 **(Against CASCADE DRILLING, LP and DOES 1 through 100)**

26 56. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 55, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 57. At all relevant times, the IWC Order and California Labor Code sections 226.7
2 and 512(a) were applicable to Plaintiff's and the other class members' employment by
3 Defendants.

4 58. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any meal or rest period mandated by an
6 applicable order of the California IWC.

7 59. At all relevant times, the applicable IWC Wage Order and California Labor
8 Code section 512(a) provide that an employer may not require, cause or permit an employee to
9 work for a work period of more than five (5) hours per day without providing the employee
10 with a meal period of not less than thirty (30) minutes, except that if the total work period per
11 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
12 consent of both the employer and employee.

13 60. At all relevant times, the applicable IWC Wage Order and California Labor
14 Code section 512(a) further provide that an employer may not require, cause or permit an
15 employee to work for a work period of more than ten (10) hours per day without providing the
16 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
17 that if the total hours worked is no more than twelve (12) hours, the second meal period may
18 be waived by mutual consent of the employer and the employee only if the first meal period
19 was not waived.

20 61. During the relevant time period, Plaintiff and the other class members who were
21 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
22 their legally-mandated meal periods by mutual consent, were required to work for periods
23 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
24 minutes and/or rest period.

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

63. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

64. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

65. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against CASCADE DRILLING, LP and DOES 1 through 100)

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

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

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

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof" unless the total daily work time is less than three and one-half
3 (3 ½) hours.

4 71. During the relevant time period, Defendants required Plaintiff and other class
5 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
6 rest period per each four (4) hour period worked.

7 72. During the relevant time period, Defendants willfully required Plaintiff and the
8 other class members to work during rest periods and failed to pay Plaintiff and the other class
9 members the full rest period premium for work performed during rest periods.

10 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members the full rest period premium due pursuant to California Labor Code section
12 226.7.

13 74. Defendants' conduct violates applicable IWC Wage Orders and California
14 Labor Code section 226.7.

15 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
16 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
17 additional hour of pay at the employees' regular hourly rate of compensation for each work
18 day that the rest period was not provided.

19 **FOURTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

21 **(Against CASCADE DRILLING, LP and DOES 1 through 100)**

22 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 75, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
26 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
27 than the minimum so fixed is unlawful.

28 78. During the relevant time period, Defendants failed to pay minimum wage to

1 Plaintiff and the other class members as required, pursuant to California Labor Code sections
2 1194, 1197, and 1197.1.

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

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

12 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
13 members are entitled to recover liquidated damages in an amount equal to the wages
14 unlawfully unpaid and interest thereon.

15 **FIFTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 201 and 202)**

17 **(Against CASCADE DRILLING, LP and DOES 1 through 100)**

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

21 83. At all relevant times herein set forth, California Labor Code sections 201 and
22 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
23 time of discharge are due and payable immediately, and if an employee quits his or her
24 employment, his or her wages shall become due and payable not later than seventy-two (72)
25 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
26 intention to quit, in which case the employee is entitled to his or her wages at the time of
27 quitting.

28 84. During the relevant time period, Defendants intentionally and willfully failed to

1 pay Plaintiff and the other class members who are no longer employed by Defendants their
2 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

3 85. Defendants' failure to pay Plaintiff and the other class members who are no
4 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
5 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
6 201 and 202.

7 86. California Labor Code section 203 provides that if an employer willfully fails to
8 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
9 shall continue as a penalty from the due date thereof at the same rate until paid or until an
10 action is commenced; but the wages shall not continue for more than thirty (30) days.

11 87. Plaintiff and the other class members are entitled to recover from Defendants the
12 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
13 pursuant to California Labor Code section 203.

14 **SIXTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 204)**

16 **(Against CASCADE DRILLING, LP and DOES 1 through 100)**

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

20 89. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
22 any calendar month, other than those wages due upon termination of an employee, are due and
23 payable between the 16th and the 26th day of the month during which the labor was
24 performed.

25 90. At all times herein set forth, California Labor Code section 204 provides that all
26 wages earned by any person in any employment between the 16th and the last day, inclusive,
27 of any calendar month, other than those wages due upon termination of an employee, are due
28 and payable between the 1st and the 10th day of the following month.

1 91. At all times herein set forth, California Labor Code section 204 provides that all
2 wages earned for labor in excess of the normal work period shall be paid no later than the
3 payday for the next regular payroll period.

4 92. During the relevant time period, Defendants intentionally and willfully failed to
5 pay Plaintiff and the other class members all wages due to them, within any time period
6 permissible under California Labor Code section 204.

7 93. Plaintiff and the other class members are entitled to recover all remedies
8 available for violations of California Labor Code section 204.

9 **SEVENTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 226(a))**

11 **(Against CASCADE DRILLING, LP and DOES 1 through 100)**

12 94. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 93, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 95. At all material times set forth herein, California Labor Code section 226(a)
16 provides that every employer shall furnish each of his or her employees an accurate itemized
17 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
18 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
19 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
20 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
21 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
22 his or her social security number, (8) the name and address of the legal entity that is the
23 employer, and (9) all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee. The deductions
25 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
26 showing the month, day, and year, and a copy of the statement or a record of the deductions
27 shall be kept on file by the employer for at least three years at the place of employment or at a
28 central location within the State of California.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against CASCADE DRILLING, LP and DOES 1 through 100)

101. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 100, and each and every part thereof with the same force and effect as though fully set forth herein.

102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance

1 with rules established for this purpose by the commission, but in any case shall be kept on file
2 for not less than two years.

3 103. Defendants have intentionally and willfully failed to keep accurate and complete
4 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
5 class members.

6 104. As a result of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiff and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

9 105. More specifically, Plaintiff and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
11 they were denied both their legal right and protected interest, in having available, accurate and
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against CASCADE DRILLING, LP and DOES 1 through 100)**

16 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 105, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 107. Pursuant to California Labor Code sections 2800 and 2802, an employer must
20 reimburse its employee for all necessary expenditures incurred by the employee in direct
21 consequence of the discharge of his or her job duties or in direct consequence of his or her
22 obedience to the directions of the employer.

23 108. Plaintiff and the other class members incurred necessary business-related
24 expenses and costs that were not fully reimbursed by Defendants.

25 109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
26 other class members for all necessary business-related expenses and costs.

27 110. Plaintiff and the other class members are entitled to recover from Defendants
28 their business-related expenses and costs incurred during the course and scope of their

1 employment, plus interest accrued from the date on which the employee incurred the necessary
2 expenditures at the same rate as judgments in civil actions in the State of California.

3 **TENTH CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

5 **(Against CASCADE DRILLING, LP and DOES 1 through 100)**

6 111. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 110, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
10 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
11 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
12 interest within the meaning of Code of Civil Procedure section 1021.5.

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

16 114. A violation of California Business & Professions Code section 17200, et seq.
17 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
18 policies and practices of requiring employees, including Plaintiff and the other class members,
19 to work overtime without paying them proper compensation violate California Labor Code
20 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
21 employees, including Plaintiff and the other class members, to work through their meal and
22 rest periods without paying them proper compensation violate California Labor Code sections
23 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
24 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
25 practices of failing to timely pay wages to Plaintiff and the other class members violate
26 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
27 Code sections 226(a), 1174(d), 2800 and 2802.

28 115. As a result of the herein described violations of California law, Defendants

1 unlawfully gained an unfair advantage over other businesses.

2 116. Plaintiff and the other class members have been personally injured by
3 Defendants' unlawful business acts and practices as alleged herein, including but not
4 necessarily limited to the loss of money and/or property.

5 117. Pursuant to California Business & Professions Code sections 17200, et seq.,
6 Plaintiff and the other class members are entitled to restitution of the wages withheld and
7 retained by Defendants during a period that commences four years preceding the filing of this
8 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
9 1021.5 and other applicable laws; and an award of costs.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, individually, and on behalf of other members of the general public similarly
12 situated, requests a trial by jury.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
15 public similarly situated, prays for relief and judgment against Defendants, jointly and
16 severally, as follows:

17 **Class Certification**

- 18 1. That this action be certified as a class action;
19 2. That Plaintiff be appointed as the representative of the Class;
20 3. That counsel for Plaintiff be appointed as Class Counsel; and
21 4. That Defendants provide to Class Counsel immediately the names and most
22 current/last known contact information (address, e-mail and telephone numbers) of all class
23 members.

24 **As to the First Cause of Action**

- 25 5. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
27 all overtime wages due to Plaintiff and the other class members;

- 28 6. For general unpaid wages at overtime wage rates and such general and special

1 damages as may be appropriate;

2 7. For pre-judgment interest on any unpaid overtime compensation commencing
3 from the date such amounts were due;

4 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Labor Code section 1194; and

6 9. For such other and further relief as the Court may deem just and proper.

7 **As to the Second Cause of Action**

8 10. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
10 provide all meal periods (including second meal periods) to Plaintiff and the other class
11 members;

12 11. That the Court make an award to Plaintiff and the other class members of one
13 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
14 period was not provided;

15 12. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 13. For premium wages pursuant to California Labor Code section 226.7(c);

18 14. For pre-judgment interest on any unpaid wages from the date such amounts
19 were due;

20 15. For reasonable attorneys' fees and costs of suit incurred herein; and

21 16. For such other and further relief as the Court may deem just and proper.

22 **As to the Third Cause of Action**

23 17. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
25 rest periods to Plaintiff and the other class members;

26 18. That the Court make an award to Plaintiff and the other class members of one
27 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
28 period was not provided;

1 19. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(c);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due; and

6 22. For such other and further relief as the Court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
10 Plaintiff and the other class members;

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
14 for Plaintiff and the other class members in the amount as may be established according to
15 proof at trial;

16 26. For pre-judgment interest on any unpaid compensation from the date such
17 amounts were due;

18 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Labor Code section 1194(a);

20 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

21 29. For such other and further relief as the Court may deem just and proper.

22 **As to the Fifth Cause of Action**

23 30. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
25 time of termination of the employment of Plaintiff and the other class members no longer
26 employed by Defendants;

27 31. For all actual, consequential, and incidental losses and damages, according to
28 proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section

1 1174(d);

2 45. For actual, consequential and incidental losses and damages, according to proof;

3 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

4 47. For such other and further relief as the Court may deem just and proper.

5 **As to the Ninth Cause of Action**

6 48. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
8 class members for all necessary business-related expenses as required by California Labor
9 Code sections 2800 and 2802;

10 49. For actual, consequential and incidental losses and damages, according to proof;

11 50. For the imposition of civil penalties and/or statutory penalties;

12 51. For reasonable attorneys' fees and costs of suit incurred herein; and

13 52. For such other and further relief as the Court may deem just and proper.

14 **As to the Tenth Cause of Action**

15 53. That the Court decree, adjudge and decree that Defendants violated California
16 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
17 other class members all overtime compensation due to them, failing to provide all meal and
18 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
19 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
20 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
21 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

22 54. For restitution of unpaid wages to Plaintiff and all the other class members and
23 all pre-judgment interest from the day such amounts were due and payable;

24 55. For the appointment of a receiver to receive, manage and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violation of California Business and Professions Code sections
27 17200, et seq.;

28 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

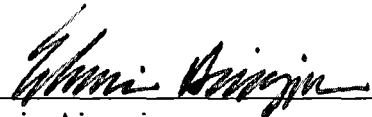
1 California Code of Civil Procedure section 1021.5;

2 57. For injunctive relief to ensure compliance with this section, pursuant to
3 California Business and Professions Code sections 17200, et seq.; and

4 58. For such other and further relief as the Court may deem just and proper.

5 Dated: July 28, 2021

LAWYERS for JUSTICE, PC

6
7 By: 

8 Edwin Aiwanian

9 Attorneys for Plaintiff
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PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **November 30, 2022**, in the case of *Cascade Drilling Wage and Hour Cases*, JCCP No. 5215, I served the foregoing document(s):

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

on the interested party(ies) below, using the following means:

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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ