

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)
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

ROBERT DREXLER (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
MOLLY DeSARIO (SBN 230763)
Molly.DeSario@CapstoneLawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@CapstoneLawyers.com
JONATHAN LEE (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
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.

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

43. Beginning at an exact date unknown to Plaintiffs, but at least 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, Defendants committed unlawful acts and practices as defined by California Business and Professions Code §§ 17200, *et seq.* Defendants have had a policy and practice of engaging in unlawful and unfair business practices including, but not limited to, violations of:

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

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

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

46. Business and Professions Code § 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of unfair competition and may order Defendants to make restitution to Plaintiffs for the practices alleged in this Complaint. Plaintiffs and putative class members are entitled under Business and Professions 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

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

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

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

6 76. Therefore, Plaintiffs and all current and former aggrieved employees demand the
7 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198, and
8 1199.

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

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

12 **XI. SIXTH CAUSE OF ACTION**

13 **(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS)**

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

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

19 80. At all relevant times, Plaintiffs and other putative class members were "employees"
20 of Defendants within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order 1-2001,
21 § 2(H). Plaintiffs and other putative class members were employed by Defendants in the drilling
22 industry, as defined in and within the meaning of IWC Wage Order 16-2001, § 2(H).

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

26 82. CASCADE DRILLING had a policy and practice of failing to authorize and permit
27 Plaintiffs and other putative class member to take discrete rest breaks of at least 10 minutes for
28 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;

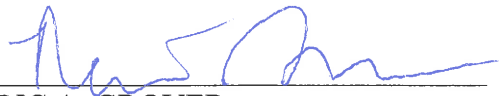
- viii. For compensatory damages to Plaintiffs and class members in an amount according to proof at time of trial for the policy and practice of failing to provide accurate, itemized wage statements during the applicable limitations period preceding the original filing of this Complaint and up through 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

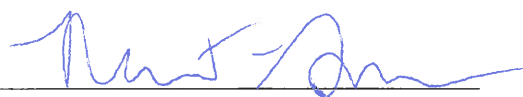
Attorneys for Plaintiffs and the Proposed Class

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