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Attorney for Plaintiff Christopher King and Aggrieved Employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES COUNTY

CHRISTOPHER KING,
 Plaintiff,

vs.

BAKER PETROLITE LLC, BAKER HUGHES
 OILFIELD OPERATIONS LLC, BAKER
 HUGHES ENERGY SERVICES LLC, BAKER
 HUGHES HOLDINGS LLC, and DOES 1 through
 25, inclusive

Defendants

Case No.: **21STCV46202**

**PAGA ENFORCEMENT ACTION
 COMPLAINT FOR:**

**(1) VIOLATION OF THE PRIVATE
 ATTORNEYS GENERAL ACT
 OF 2004, CALIFORNIA LABOR
 CODE §§ 2698, ET SEQ.**

JURY TRIAL DEMANDED

COMES NOW Plaintiff CHRISTOPHER KING (“Plaintiff”) who alleges against
 Defendants BAKER PETROLITE LLC, BAKER HUGHES OILFIELD OPERATIONS LLC,
 BAKER HUGHES ENERGY SERVICES LLC, BAKER HUGHES HOLDINGS LLC, and Does 1
 through 25, inclusive (hereinafter to be referred to as “Defendant” or “Defendants”) as follows:

INTRODUCTION

1. Plaintiff brings this action against Defendants seeking only to recover penalties for himself, and on behalf of all aggrieved employees that worked for Defendants. Plaintiff does not **seek to recovery anything other than penalties as permitted by California Labor Code Section 2699.**

To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations in this action, but simply the penalties permitted by California Labor Code Section 2699. Penalties sought for the underlying violations are for the following statutory violations: (i) failure to pay all wages earned by California workers, including the required minimum wage for all hours worked and overtime wages, (ii) failure to indemnify employees for all business-related expenditures, (iii) failure to provide mandated timely meal periods and/or rest periods and related break premium pay for missed or late breaks, among other violations of the California Labor Code, Wage Orders and Private Attorneys General Act of 2004, §§ 2698 *et seq.* ("PAGA").

2. In doing all the various things described in this complaint, Defendant's conduct violated the California Labor Code, including but not necessarily limited to §§201-204, 210, 226, 226.2, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802 and all applicable Wage Orders as well as interpretations of these laws by California courts and administrative bodies.

3. These actions led to aggrieved employees not being paid for all of their time worked, not receiving proper and timely breaks as required under the California Labor Code, not being paid for any such missed and late breaks, and not being reimbursed for all business-related expenditures.

4. All of Defendants' California employees during the relevant statutes of limitations who are or were harmed by Defendant's illegal practices are "Aggrieved Employees." The Aggrieved Employees include, but are not limited to, the non-exempt positions holding the position or title of "technician," "operator," "assembler," "chemical technician," "overhaul technician," "maintenance technician," "testing technician," "assembling technician," "overhaul technician," "calibration technician," "ARMO Tech," "assembly repair and maintenance technician," "chemical plant operator," "field service engineer," "field operator," "field specialist," "CDL Treater Driver," "field

1 service representative,” “field service operator,” “electronic technician,” and **all other similar non-**
2 **exempt positions in California.**

3 5. The California Labor Code requires employers to provide to its employees wages for all
4 hours worked, uninterrupted off-duty meal and rest periods, reimbursement for all business
5 expenditures, and to ensure workers certain working conditions, among other requirements.
6 Defendant’s conduct violated California Labor Code, including but not necessarily limited to the
7 above-referenced Labor Code sections and all applicable Wage Orders as well as interpretations of
8 these laws by California courts and administrative bodies.

9 6. Accordingly, Plaintiff seeks to obtain all applicable relief for Defendants’ violations under
10 PAGA and solely for the relief as permitted by PAGA—that is penalties and any other relief the
11 Court deems proper pursuant to the PAGA.
12

13 **PARTIES**

14 7. Plaintiff CHRISTOPHER KING is an individual residing in the County of Los Angeles,
15 California. Plaintiff performed work for Defendants in the County of Los Angeles, California.

16 8. Plaintiff is informed, believes, and alleges on the basis of that information and belief, that
17 Defendant BAKER PETROLITE LLC is a Delaware company doing business in California.

18 9. Plaintiff is informed, believes, and alleges on the basis of that information and belief, that
19 Defendant BAKER HUGHES OILFIELD OPERATIONS LLC is a California limited liability
20 company doing business in California.

21 10. Plaintiff is informed, believes, and alleges on the basis of that information and belief, that
22 Defendant BAKER HUGHES ENERGY SERVICES LLC is a Delaware limited liability company
23 doing business in California.

24 11. Plaintiff is informed, believes, and alleges on the basis of that information and belief, that
25 Defendant BAKER HUGHES HOLDINGS, LLC is a Delaware limited liability company doing
26 business in California.

27 12. Plaintiff is informed, believes, and alleges on the basis of that information and belief, that
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1 Defendant Does 1-10 each is an entity doing business in California as “Baker Hughes”. Plaintiff is
2 further informed and believes, and thereon alleges that at all times relevant hereto, Defendants Does
3 # 11-25 each worked as a managing agent and/or decisionmaker of the named Defendants and/or
4 Does 1-10. In that capacity, Defendants Does # 11-25 each enforced and contributed to Defendants’
5 policies and practices that resulted in Plaintiff and similarly situated employees not being paid wages
6 for all hours worked (including overtime wages), not being provided with break compensation for
7 missed and/or late breaks, not being reimbursed for all business-related expenditures and other
8 related Labor Code violations. Plaintiff does not know the true names and capacities of Defendants
9 sued herein as Does 1-25, and therefore sue these Defendants by fictitious names. Plaintiff will
10 amend his Complaint to state the true names and capacities when ascertained. Plaintiff is informed
11 and believes and thereon allege that each of the fictitiously-named Defendants is responsible in
12 some manner for the occurrences alleged herein, and thereby proximately caused Plaintiff’s injuries
13 and damages alleged herein.

14 13. At all times herein mentioned, each of said Defendants (including the DOES) participated
15 in the doing of the acts hereinafter alleged to have been done by the named Defendants; and
16 furthermore, the Defendants, and each of them, were the agents, servants and employees of each of
17 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned,
18 were acting within the course and scope of said agency and employment.

19 14. Plaintiff is informed and believes, and based thereon alleges that at all times material hereto,
20 each of the Defendants named herein (including the DOES) was/were the ostensible agent,
21 employee, alter ego and/or joint venture of, or working in concert with each of the other co-
22 Defendants and was acting within the course and scope of such agency, employment, joint venture,
23 or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain
24 Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and
25 omissions of the acting Defendant.

26 15. At all times herein mentioned, Defendants, and each of them (including the DOES), were
27 members of, and engaged in, a joint venture, partnership and common enterprise, and acting within
28 the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

1 16. At all times herein mentioned, the acts and omissions of various Defendants, and each of
2 them (including the DOES), concurred and contributed to the various acts and omissions of each
3 and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

4 17. At all times herein mentioned, Defendants, and each of them (including the DOES), ratified
5 each and every act or omission complained of herein. At all times herein mentioned, the Defendants,
6 and each of them, aided and abetted the acts and omissions of each and all of the other Defendants
7 in proximately causing the damages as herein alleged.

8 18. At all relevant times, Defendants were and are legally responsible for all of the unlawful
9 conduct, policies, practices, acts and omissions complained of herein as the employer of Plaintiff
10 and Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or
11 omissions complained of herein under the doctrine of *respondeat superior*. The conduct of
12 Defendants' managers and supervisors was at all relevant times undertaken as employees of
13 Defendants, acting within the scope of their employment or authority in all of the unlawful activities
14 described herein.

15 19. Plaintiff is informed and believes and based thereon alleges that each of the defendants is
16 liable for claims asserted in this action under legal theories and doctrines including but not limited
17 to (1) joint employer; (2) integrated enterprise; (3) agency; (4) alter ego; (5) equitable estoppel;
18 and/or (6) "totality of working test."
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20 **JURISDICTION AND VENUE**

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22 20. This Court has jurisdiction over this matter under PAGA and this Court's general powers
23 granted by statutory law and the California Constitution.

24 21. Venue is proper in Los Angeles County because Plaintiff performed work for Defendants in
25 Los Angeles County, California.

26 22. Plaintiff met all of the jurisdictional requirements for proceeding with claims under the
27 Private Attorneys General Act of 2004 (Labor Code § 2698, et seq., hereinafter, "PAGA"). On or
28 about September 8, 2021, Plaintiff submitted notice of violations electronically to the Labor and

1 Workforce Development Agency (“LWDA”) and also via certified mail to named Defendants
2 directly and also to the agent for service of process of the corporate defendants. The LWDA did not
3 respond to the PAGA letter. Consequently, Plaintiff’s right to file the instant lawsuit then duly
4 accrued.

5 23. Plaintiff is an “aggrieved employee” as that term is defined by PAGA. Labor Code §
6 2699(c) provides that an “aggrieved employee means any person who was employed by the
7 alleged violator and against whom one or more of the alleged violations was committed.”
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9 **FACTS COMMON TO ALL CAUSES OF ACTION**

10 24. Plaintiff worked for Defendants at a Los Angeles County jobsite as a chemical technician
11 for about four months until his separation from the company on or about May 25, 2021.

12 25. During his employment, Defendants failed to pay aggrieved employees, including Plaintiff,
13 wages for all hours worked. Aggrieved employees also did not receive any premium pay for late or
14 missed breaks per the requirements of California law. Defendants also failed to reimburse workers,
15 include Plaintiff for all business related expenditures such as use of personal cell phone for work for
16 the initial weeks of their employment.

17 26. At all relevant times herein, Defendants employed Plaintiff through the statutory of
18 limitations period as delineated under the PAGA.

19 27. The practices and policies complained of herein were enforced against Plaintiff and
20 Aggrieved Employees by Defendants in California during the relevant statutory periods.

21 28. Plaintiff also allege that Defendants committed each and every one of the aforementioned
22 violations noted above against him individually.

23 29. As a result of all these of statutory violations and practices, Plaintiff, on behalf of himself
24 and others similarly situated, seek only relief as permitted by PAGA, including but not limited to
25 penalties to the full extent permitted by the PAGA statutes.
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1 **FIRST CAUSE OF ACTION**

2 (Private Attorneys General Act of 2004)

3 By Plaintiff against All Defendants

4 30. Plaintiff realleges and incorporates the other paragraphs of this Complaint as if fully set forth
5 herein.

6 31. At all times herein mentioned, the PAGA, Labor Code § 2698 *et seq.*, was applicable to
7 Plaintiff's employment by Defendants.

8 32. At all times herein mentioned, PAGA provides that for any provision of law under the Labor
9 Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
10 Development Agency for violation of the Labor Code, the penalty may, as an alternative, be
11 recovered through a civil action brought by an aggrieved employee pursuant to procedures outlined
12 in Labor Code § 2699.3.

13 33. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
14 2699.3. Plaintiff, pursuant to Labor Code § 2699, *et seq.*, through his attorney, sent a letter via
15 Certified Mail Return Receipt Requested to all named Defendants which was also submitted
16 electronically to the Labor and Workforce Development Agency ("LWDA") in September 2021.
17 No response was received by Plaintiff's counsel from the LWDA, and Defendants have not notified
18 Plaintiff of an intention or attempt to cure.

19 34. Pursuant to Labor Code §§ 2699(a) and (f): Plaintiff is entitled to recover civil penalties in
20 the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
21 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
22 subsequent violation, plus costs and attorney's fees, for violations of Labor Code §§ 201, 202, 203,
23 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802
24 and 2699, *et seq.* Plaintiff is further entitled to seek PAGA penalties for violations of Labor Code
25 §§ 203, 210, 226.3, 1197.1, 1198.5, 558, 2699(f) and other provisions covered by PAGA in amounts
26 set out in those sections.

27 35. Plaintiff is further entitled to reasonable attorney's fees, costs of suit, and interest pursuant
28 to Labor Code § 2699(g)(1).

1 36. The PAGA claims are also brought against Defendants pursuant to provisions of the
2 California Labor Code including § 558, which permits liability of persons who violate or cause to
3 be violated the Labor Code and IWC regulations (including penalties in the amount of underpaid
4 wages).

5 37. The PAGA states:

6 Notwithstanding any other provision of law, any provision of this code that provides for a
7 civil penalty to be assessed and collected by the Labor and Workforce Development
8 Agency or any of its departments, divisions, commissions, boards, agencies, or
9 employees, for a violation of this code, may, as an alternative, be recovered through a
civil action brought by an aggrieved employee on behalf of himself or herself and other
current or former employees...

10 38. One provision of law enforceable through PAGA is *California Labor Code* § 558, which
11 states the following:

12 Any employer or other person acting on behalf of an employer who violates, or causes to
13 be violated, a section of this chapter or any provision regulating hours and days of work in
14 any order of the Industrial Welfare Commission shall be subject to a civil penalty as
follows:

15 For any initial violation, fifty dollars (\$50) for each underpaid employee for each
16 pay period for which the employee was underpaid in addition to any amount
sufficient to recover underpaid wages.

17 For each subsequent violation, one hundred dollars (\$100) for each underpaid
18 employee for each pay period for which the employee was underpaid in addition to
19 an amount sufficient to recover underpaid wages...

20 **PRAYER FOR RELIEF**

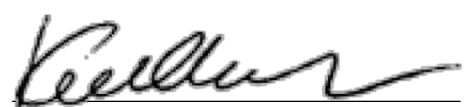
21
22 WHEREFORE, Plaintiff prays for relief and judgment as follows on behalf of himself and
23 all aggrieved similarly situated employees:

- 24 1. An award of civil/PAGA penalties for and on behalf of himself and all similarly
25 situated aggrieved employees pursuant to PAGA;
- 26 2. Pre-judgment and post-judgment interest to the extent permitted by the PAGA;
- 27 3. Attorneys' fees and costs reasonably incurred;
- 28 4. Injunctive and Declaratory to the extent allowed by PAGA; and

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5. Such other and further relief that the Court deems proper and as permitted by the
PAGA.

Dated: 12/17/2021


KELLY Y. CHEN
Attorney for Plaintiff,
Christopher King

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues.

Dated: 12/17/2021


KELLY Y. CHEN
Attorney for Plaintiff,
Christopher King