

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile (831) 634-0333

Attorneys for Plaintiff and the Class

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

PAUL ESPARZA, as an individual and on behalf
of all others similarly situated, and as a private
attorney general,

Plaintiff,

vs.

SCIENTIFIC DRILLING INTERNATIONAL,
INC., a Texas corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. BCV-23-101895

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- (1) Unpaid Overtime
(Lab. Code §§ 510, 1198)**
- (2) Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512);**
- (3) Failure to Provide Rest Periods
(Lab. Code § 226.7);**
- (4) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));**
- (5) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and**
- (6) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)**

DEMAND OVER \$25,000.00

1 On behalf of himself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, Paul Esparza, submits this First Amended Class and
3 Representative Action Complaint (the “Complaint”) against Defendant, Scientific Drilling International,
4 Inc., and Does 1 through 50 (collectively, “Defendants”).

5 INTRODUCTION

6 1. This class and representative action challenges systemic employment practices resulting
7 in violations of the California Labor Code against individuals who worked for Defendants. The
8 Complaint seeks damages, penalties, and other relief pursuant to, among other provisions, Labor Code
9 sections 201-204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1194, 1198, and 2698 et seq., and the Unfair
10 Competition Law, codified at Business and Professions Code sections 17200 et seq. (the “UCL”).¹

11 2. Plaintiff is informed and believes that Defendants have jointly and severally acted
12 intentionally and with deliberate indifference and conscious disregard to the rights of employees by
13 failing to pay all overtime wages due, failing to pay an additional hour of regular rate wages for missed,
14 late, or interrupted meal periods and rest periods, failing to timely pay all wages during employment or
15 upon termination of employment, and failing to provide complete and accurate itemized wage
16 statements.

17 3. Defendants routinely fail to correctly calculate the regular rate of pay for purposes of
18 paying overtime to Plaintiff and other non-exempt employees. Specifically, Plaintiff and other non-
19 exempt employees also earn non-base hourly wages or other non-hourly, non-discretionary
20 remuneration, including for example incentives and stipends. Defendants fail to properly calculate the
21 regular rate of pay by not accounting for such compensation.

22 4. Defendants also routinely fail to consider such earnings when Plaintiff and other non-
23 exempt employees’ meal periods and rest periods are missed, late, or interrupted. Specifically, Plaintiff
24 and other non-exempt employees regularly work shifts of at least 3.5 hours requiring rest periods and
25 shifts of more than 5.0 hours requiring meal periods. Rather than pay an additional hour of regular rate
26 wages for a missed, late, or interrupted meal period or rest period, Defendants routinely underpay the
27 additional hour of regular rate wages to Plaintiff and other non-exempt employees by not accounting for
28

¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example
2 incentives and stipends.

3 5. Because Plaintiff and other non-exempt employees are not paid overtime at the regular
4 rate and are not paid an additional hour of wages at their regular rates for missed, late, or interrupted
5 meal periods and rest periods, Defendants routinely fail to timely pay Plaintiff and other non-exempt
6 employees all wages during employment or upon separation of employment. Moreover, Defendants also
7 routinely fail to furnish wage statements that accurately show and itemize all applicable hourly rates in
8 effect during the pay period, gross wages earned, and net wages earned.

9 6. Plaintiff is informed and believes that Defendants have engaged in, among other things, a
10 system of willful violations of the Labor Code by creating and maintaining policies, practices, and
11 customs that knowingly deny its employees the above stated rights and benefits.

12 7. The policies, practices, and customs of Defendants result in unjust enrichment of
13 Defendants and an unfair business advantage over businesses that comply with the Labor Code.

14 **JURISDICTION AND VENUE**

15 8. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of
16 Defendants' violations of Sections 201-204, 226, 226.7, 510, 512, and 1198 and the UCL.

17 9. Venue is proper in the County of Kern. Plaintiff worked for Defendants in Shafter,
18 California.

19 **PARTIES**

20 10. In September of 2022, Plaintiff began working for Defendants as an MWD Operator.
21 Until his employment ended in December of 2022, Plaintiff was paid on an hourly basis as a non-
22 exempt employee and earned non-base hourly wages or other non-hourly, non-discretionary
23 remuneration, including for example incentives and stipends. When Plaintiff worked 3.5 hours in a
24 workday, he regularly was not provided lawful rest periods. Likewise, when Plaintiff worked more than
25 5.0 hours in a workday, he regularly was not provided lawful meal periods. Plaintiff also was regularly
26 not provided an additional hour of regular rate wages for a missed, late, or interrupted meal period or
27 rest period but instead paid an additional hour of wages at his base hourly rate of pay. Nor was Plaintiff
28 paid all overtime at one and one-half times the regular rate. Plaintiff was not timely paid all due wages

1 during employment or upon separation of employment and also was not provided with accurate
2 itemized wage statements. Plaintiff thus is a victim of the policies, practices, and customs of Defendants
3 complained of in this action in ways that have deprived him of the rights guaranteed by the Labor Code
4 and the UCL.

5 11. Plaintiff is informed and believes that Scientific Drilling International, Inc. was and is a
6 Texas corporation. Plaintiff is informed and believes that at all times herein mentioned named
7 defendants and Does 1 through 50, were and are corporations, business entities, individuals, or
8 partnerships that are and were licensed to do business and actually doing business in the State of
9 California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are
10 subject to Sections 201-204, 226, 226.7, 510, 512, and 1198, and the UCL.

11 12. Plaintiff does not know the true names or capacities of the defendants sued herein as
12 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
13 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
14 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
15 responsible in some way for the matters alleged herein and proximately caused the illegal employment
16 practices, wrongs, and injuries complained of herein.

17 13. At all times mentioned herein, each of said Defendants participated in the doing of the
18 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
19 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
20 scope of said agency and employment.

21 14. Plaintiff is informed and believes that at all times material hereto, each of said
22 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
23 each of the other Defendants and was acting within the course and scope of such agency, employment,
24 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
25 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
26 omissions of the acting Defendants.

27 15. Plaintiff is informed and believes that at all times material hereto each of the Defendants
28 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the

1 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
2 pursuance of, a joint venture, partnership, or common enterprise.

3 CLASS ACTION ALLEGATIONS

4 16. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class
5 certification of the following classes: (i) all current and former non-exempt employees of Defendants in
6 the State of California who have earned non-base hourly wages or other non-hourly, non-discretionary
7 remuneration, including for example incentives and stipends, during a period in which they also worked
8 more than 8.0 hours in a day or more than 40.0 hours in a workweek, at any time since June 16, 2019
9 (the “Overtime Class”); (ii) all current and former non-exempt employees of Defendants in the State of
10 California who have earned non-base hourly wages or other non-hourly, non-discretionary
11 remuneration, including for example incentives and stipends, during a period in which they also have
12 been paid an additional hour of pay for missed, late, or interrupted meal periods and rest periods, at any
13 time since June 16, 2019 (the “Additional Hour Class”); and (iii) all current and former non-exempt
14 employees of Defendants in the State of California who have earned non-base hourly wages or other
15 non-hourly, non-discretionary remuneration, including for example incentives and stipends, during a
16 period in which they have either worked more than 8.0 hours in a day or more than 40.0 hours in a
17 workweek or been paid an additional hour of pay for missed, late, or interrupted meal periods or rest
18 periods, at any time since June 16, 2022 (the “Wage Statement Class”). The Overtime Class,
19 Additional Hour Class, and Wage Statement Class are collectively referred to as the “Class.”

20 17. **Numerosity and Ascertainability:** The members of the Class are so numerous that
21 joinder of all members would be impractical, if not impossible. The identities of the members of the
22 Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is
23 informed and believes that Defendants violated Sections 201-204, 226, 226.7, 510, 512, and 1198, and
24 the UCL against Plaintiff and the Class by failing to pay overtime, failing to pay an additional hour of
25 regular rate wages for a missed, late, or interrupted meal period or rest period, failing to timely pay all
26 wages during employment or upon separation of employment, and failing to provide complete and
27 accurate itemized wage statements.

1 18. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
2 represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready,
3 willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff's attorneys have
4 prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-
5 and-hour class actions currently pending in California state and federal courts.

6 19. **Common Question of Law and Fact:** There are predominant common questions of law
7 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
8 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
9 failing to pay overtime, to pay an additional hour of regular rate wages for missed, late, or interrupted
10 meal periods and rest periods, to timely pay all wages during employment or upon separation of
11 employment, or to provide complete and accurate itemized wage statements.

12 20. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
13 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
14 suffered. As with other members of the Class, Plaintiff was paid on an hourly basis as a non-exempt
15 employee and also earned non-base hourly wages or other non-hourly, non-discretionary remuneration,
16 including for example incentives and stipends. Plaintiff was regularly not provided an additional hour of
17 regular rate wages for a missed, late, or interrupted meal period or rest period but instead paid an
18 additional hour of wages at his base hourly rate of pay. Nor was Plaintiff paid all overtime at one and
19 one-half times the regular rate. Plaintiff was not timely paid all due wages during employment or upon
20 separation of employment and also was not provided with accurate itemized wage statements. Plaintiff
21 thus is a member of the Class and has suffered the alleged violations of the Labor Code.

22 21. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
23 in establishing minimum working conditions and requirements in California. These labor standards
24 protect employees from onerous terms and conditions of employment or exploitation by employers who
25 have superior economic and bargaining power.

26 22. The nature of this action and the format of laws available to Plaintiff and members of the
27 Class make the class action format a particularly efficient and appropriate procedure to redress the
28 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate

Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each member of the Class to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former or current employer for real and justifiable fear of retaliation and permanent damage to their careers at their current or subsequent employment.

23. The prosecution of separate actions by individual members of the Class, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual members of the Class that would establish potentially incompatible standards of conduct for Defendants, or (b) adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests of other members of the Class not parties to the adjudications. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering the concomitant costs and expenses.

24. Defendants' pattern, practice, and uniform administration of corporate policy in violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the rights of Plaintiff and the Class under Sections 201-204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1194, and 1198, applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover damages and restitution, including unpaid wages and interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit.

25. This action is brought for the benefit of the Class, which is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendant.

FIRST CAUSE OF ACTION

Unpaid Overtime (Lab. Code §§ 510, 1198)

(By Plaintiff and the Overtime Class Against All Defendants)

26. The preceding paragraphs are re-alleged and incorporated by this reference.

1 27. Section 510 and the applicable IWC Wage Order provide that “[a]ny work in excess of
2 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
3 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
4 less than one and one-half times the regular rate of pay for an employee” and that “[a]ny work in excess
5 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
6 an employee.” Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
7 IWC Wage Order.

8 28. As a matter of policy and practice, Defendants permit Plaintiff and the Overtime Class to
9 work more than eight hours in a workday or 40 hours in a workweek without proper overtime pay.
10 Defendants routinely fail to correctly calculate the regular rate of pay for purposes of paying overtime to
11 Plaintiff and the Overtime Class. Specifically, Defendants fail to properly calculate the regular rate of
12 pay by not accounting for all non-base hourly wages or other non-hourly, non-discretionary
13 remuneration, including for example incentives and stipends.

14 29. Moreover, all owing wages must be paid timely. Section 204 provides that wages are
15 generally due and payable no later than seven days after the end of a pay period or at least twice during
16 each calendar month, on days designated in advance as the regular paydays. Section 201 provides that if
17 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
18 payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no
19 later than 72 hours after an employee quits his or her employment, unless the employee has given
20 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is
21 entitled to his or her wages at the time of quitting. Section 203 provides that if an employer willfully
22 fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the employee shall
23 continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue
24 for more than thirty (30) days.

25 30. Based on Defendants’ failure to pay all overtime wages to Plaintiff and the Overtime
26 Class, and as a matter of policy and practice, Defendants fail to timely pay all due wages during
27 employment and fail to timely pay all due wages upon separation of employment. On information and
28 belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of

1 the Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay
2 Plaintiff and the Overtime Class all wages due, Defendants are subject to applicable penalties.

3 31. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
4 entitles Plaintiff and the Overtime Class to recover unpaid overtime and interest thereon, applicable
5 penalties, attorneys' fees, and costs of suit.

6 **SECOND CAUSE OF ACTION**

7 **Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512)**

8 **(By Plaintiff and the Additional Hour Class Against All Defendants)**

9 32. The preceding paragraphs are re-alleged and incorporated by this reference.

10 33. Because Plaintiff and the Additional Hour Class were non-exempt employees,
11 Defendants were required to comply with Sections 226.7 and 512 and the applicable IWC Wage Order.
12 Section 512(a) generally prohibits employment of an individual for a work period of more than five
13 hours per day without providing the employee with an uninterrupted, duty-free meal period of at least 30
14 minutes. Section 226.7(b) provides that an employer shall not require an employee to work during a
15 meal period. Section 226.7(c) states that "the employer shall pay the employee one additional hour of
16 pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery
17 period is not provided."

18 34. As a matter of policy and practice, whenever Defendants pay an additional hour of wages
19 to Plaintiff and the Additional Hour Class for missed, late, or interrupted meal periods, Defendants pay
20 an additional hour of wages at the base hourly rate of pay. As a matter of policy and practice, in
21 workweeks in which Plaintiff and the Additional Hour Class earn non-base hourly wages or other non-
22 hourly, non-discretionary remuneration, including for example incentives and stipends, Defendants fail
23 to consider such wages when calculating the regular rate of pay for purposes of paying the additional
24 hour of wages. As such, Plaintiff and the Additional Hour Class are owed additional wages for missed,
25 late, or interrupted meal periods.

26 35. Based on Defendants' failure to pay an additional hour of wages to Plaintiff and the
27 Additional Hour Class for missed, late, or interrupted rest periods, and as a matter of policy and
28 practice, Defendants also fail to timely pay Plaintiff and the Additional Hour Class all due wages. On

1 information and belief, Defendants were advised by skilled lawyers and knew, or should have known,
2 of the mandates of the Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully
3 fail to timely pay Plaintiff and the Additional Hour Class all wages due, Defendants are subject to
4 applicable penalties pursuant to Sections 203 and 210, among other Labor Code provisions.

5 36. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
6 entitles Plaintiff and the Additional Hour Class to recover unpaid wages, including interest thereon,
7 applicable penalties, attorneys' fees, and costs of suit.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Provide Rest Periods (Lab. Code § 226.7)**

10 **(By Plaintiff and the Additional Hour Class Against All Defendants)**

11 37. The preceding paragraphs are re-alleged and incorporated by this reference.

12 38. Because Plaintiff and the Additional Hour Class were non-exempt employees,
13 Defendants were required to comply with Section 226.7 and the applicable IWC Wage Order. Section
14 1198 makes unlawful conditions of labor that are prohibited by the applicable IWC Wage Order. The
15 applicable laws generally require an employer to provide a duty-free, 10-minute rest period for every
16 four hours worked, or major fraction thereof. Section 226.7(b) provides that an employer shall not
17 require an employee to work during a rest period. Section 226.7(c) states that "the employer shall pay
18 the employee one additional hour of pay at the employee's regular rate of compensation for each
19 workday that the meal or rest or recovery period is not provided."

20 39. As a matter of policy and practice, whenever Defendants pay an additional hour of wages
21 to Plaintiff and the Additional Hour Class for missed, late, or interrupted rest periods, Defendants pay an
22 additional hour of wages at the base hourly rate of pay. As a matter of policy and practice, in workweeks
23 in which Plaintiff and the Additional Hour Class earn non-base hourly wages or other non-hourly, non-
24 discretionary remuneration, including for example incentives and stipends, Defendants fail to consider
25 such wages when calculating the regular rate of pay for purposes of paying the additional hour of wages.
26 As such, Plaintiff and the Additional Hour Class are owed additional wages for missed, late, or
27 interrupted rest periods.

1 40. Based on Defendants' failure to pay an additional hour of wages to Plaintiff and the
2 Additional Hour Class for missed, late, or interrupted rest periods, and as a matter of policy and
3 practice, Defendants also fail to timely pay Plaintiff and the Additional Hour Class all due wages. On
4 information and belief, Defendants were advised by skilled lawyers and knew, or should have known,
5 of the mandates of the Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully
6 fail to timely pay Plaintiff and the Additional Hour Class all wages due, Defendants are subject to
7 applicable penalties pursuant to Sections 203 and 210, among other Labor Code provisions.

8 41. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
9 entitles Plaintiff and the Additional Hour Class to recover unpaid wages, including interest thereon,
10 applicable penalties, attorneys' fees, and costs of suit.

11 **FOURTH CAUSE OF ACTION**

12 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

13 **(By Plaintiff and the Wage Statement Class Against All Defendants)**

14 42. The preceding paragraphs are re-alleged and incorporated by this reference.

15 43. Section 226(a) requires an employer to furnish to its employees itemized wage
16 statements that show accurate information, including without limitation, all applicable hourly rates in
17 effect during the pay period, gross wages earned, and net wages earned.

18 44. Defendants fail to provide accurate itemized wage statements to Plaintiff and the Wage
19 Statement Class. Because of the above violations and as a matter of policy and practice, Defendants fail
20 to furnish Plaintiff and the Wage Statement Class with wage statements that accurately show the
21 applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

22 45. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
23 entitles Plaintiff and the Wage Statement Class to recover applicable penalties, attorneys' fees, and costs
24 of suit.

25 **FIFTH CAUSE OF ACTION**

26 **Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**

27 **(By Plaintiff, the Overtime Class, and the Additional Hour Class Against All Defendants)**

28 46. The preceding paragraphs are re-alleged and incorporated by this reference.

47. Plaintiff is informed and believes that at Defendants have engaged and continue to engage in unfair and unlawful business practices in California by utilizing the employment policies and practices alleged herein, including the failure to pay overtime and failure to pay an additional hour of regular rate wages for missed, late, or interrupted meal periods and rest periods.

48. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have deprived Plaintiff, the Overtime Class, and the Additional Hour Class of the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

49. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff, the Overtime Class, and Additional Hour Class to full restitution of all monies withheld, acquired, or converted by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

SIXTH CAUSE OF ACTION

Violation of Labor Code (Lab. Code §§ 2698 et seq.)

(By Plaintiff, the Overtime Class, and the Additional Hour Class Against All Defendants)

50. The preceding paragraphs are re-alleged and incorporated by this reference.

51. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of California. In this capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201-204, 226, 226.7, 510, 512, and 1198 committed since June 8, 2022, against all aggrieved employees. Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the alleged violations was committed against Plaintiff as an employee of Defendants.

52. As stated herein, Defendants fail to (i) pay all overtime wages due, (ii) pay an additional hour of regular rate wages for missed, late, or interrupted meal periods and rest periods, (iii) timely pay all wages during employment or upon termination of employment, and (iv) provide complete and accurate itemized wage statements.

53. On or about June 8, 2023, Plaintiff sent written notice to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’ violations of Sections 201-204, 226, 226.7, 510, 512, and 1198. Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

54. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all applicable penalties for Defendants’ violations against all aggrieved employees for the period described above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as the representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Class Counsel;
4. Upon the First Cause of Action for damages, including unpaid wages and interest thereon, penalties, and attorneys’ fees and costs;
5. Upon the Second Cause of Action for damages, including unpaid wages and interest thereon, penalties, and attorneys’ fees and costs;
6. Upon the Third Cause of Action for damages, including unpaid wages and interest thereon, penalties, and attorneys’ fees and costs;
7. Upon the Fourth Cause of Action for penalties, actual damages, and attorneys’ fees and costs;
8. Upon the Fifth Cause of Action for restitution of all funds unlawfully acquired by Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon, and for attorneys’ fees and costs;
9. Upon the Sixth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g), and for attorneys’ fees and costs;

1 10. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code,
2 UCL, and Code of Civil Procedure section 1021.5; and

3 11. For such other and further relief that the Court may deem just and proper.

4 DATED: August 11, 2023

DIVERSITY LAW GROUP, P.C.

5 By: 
6 Larry W. Lee
7 Simon L. Yang
8 Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

10 On August 11, 2023, I served the following document(s) described as: **FIRST**
11 **AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested
12 parties in this action as follows:

13 Mollie Burks
14 Joshua Wagner
15 Paul Harshaw
16 John Ricca
17 Gordon Rees Scully Mansukhani, LLP
18 633 West Fifth Street, 52nd Floor
19 Los Angeles, CA 90071

*Attorneys for Defendant Scientific Drilling
International, Inc.*

mburks@grsm.com
jwagner@grsm.com
pharshaw@grsm.com
jricca@grsm.com
Renata Brown
rgbrown@grsm.com
Lisa Monroe
lmmonroe@grsm.com
Carlos Joachin
cjoachin@grsm.com
Julie Vernon
jvernon@grsm.com

22 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
23 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
24 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
25 the above-entitled case. The service transmission was reported as complete and a copy of the
filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
in this office.

26 I declare under penalty of perjury under the laws of the State of California that the above
27 is true and correct. Executed on August 11, 2023, at Los Angeles, California.

28 
Erika Mejia