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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

ALEJANDRO ORTEGA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

KEY ENERGY SERVICES, LLC, a Texas
limited liability company; and DOES 1
through 100,

Defendants.

Case No.: BCV-23-102240-BCB

*[Assigned for all purposes to the Hon. Bernard
C. Barmann, Jr., Bakersfield Division H]*

**DECLARATION OF PLAINTIFF
ALEJANDRO ORTEGA IN SUPPORT OF
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, REASONABLE
ATTORNEYS' FEES AND COSTS, AND
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: December 13, 2024

Time: 8:30 a.m.

Dept: Bakersfield Division H

Action Filed: July 12, 2023

Trial Date: None Set

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I, Alejandro Ortega, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter.

This declaration is submitted in support of approval of the proposed settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I have been employed by Defendant Key Energy Services, LLC (“Defendant”) as a non-exempt “Floorhand” since approximately June 2022 at Defendant’s Bakersfield, California location. I suffered a work-related injury in approximately late September 2022 and performed modified light duty work from October 2022 through March 2023. Since March 2023, I have been on a medical leave of absence. My job duties consist of performing maintenance on and servicing oil wells.

3. Throughout my employment with Defendant, I Defendant required me to arrive to work approximately 15 minutes before my scheduled shift time to put on my necessary protective gear, including coveralls, boots, safety glasses, and hard hats, and to prepare my work equipment in Defendant's locker room while off-the-clock. I then had to walk from Defendant's locker room to the designated timeclock area in order to clock in, which took approximately 3 minutes. Similarly, at the end of my shift, I was required to clock out before returning to Defendant's locker room to take off my protective gear. I was not paid for this off-the-clock time.

4. Additionally, Defendant frequently required me to clock out for purported meal periods before the end of my fifth hour of work so that my timecards reflected a timely meal period, but to continue to work even though I was clocked out. I was not paid for this off-the-clock time, either. If I forgot to clock out for a meal period before the end of the fifth hour of work, Defendant's supervisors would later modify my time records to make it look as if I had been provided with a timely meal period even when I was not provided with one. Defendant would then provide me with a meal period later in the day based on work demands, but these meal periods were often shorter than 30 minutes in length. Moreover, Defendant only allowed

1 me to take up to one single meal period during my workday, even when I worked shifts over 10
2 hours in a workday. Defendant also did not authorize and permit me to take any 10-minute rest
3 periods, no matter how long my shifts were. Further, Defendant required me to download a
4 timekeeping application on my personal cellular phone to clock in and out for my meal
5 periods, but never reimbursed me for any portion of my cellular phone bill.

6 5. I brought this lawsuit because I felt that Defendant was not following the law,
7 and I wanted Defendant to comply with the law and treat its employees fairly. I feel that I have
8 taken on a greater burden than any of Defendant's other employees because I have been actively
9 involved in the litigation, and because it is my name that is attached to the lawsuit. Although I
10 was aware of the risks of attaching my name to a publicly filed lawsuit, I chose to move forward
11 with the case anyway. Through my efforts, Defendant has agreed to a settlement that will
12 benefit current and former employees of Defendant, and I believe that I should be compensated
13 for carrying the burden of this litigation for the benefit of the other employees and the State of
14 California.

15 6. I have been actively involved in this case since before it was even filed. Among
16 other things, I searched for relevant documents for use in the lawsuit, provided factual
17 information to my attorneys, had many phone calls with my attorneys to discuss the claims in
18 the lawsuit and Defendant's practices, assisted my attorneys to help them prepare for mediation,
19 made myself available throughout mediation to answer factual questions raised by the mediator,
20 reviewed and assisted my attorneys in finalizing the settlement agreement, and otherwise
21 assisted my attorneys in moving this case towards resolution. I estimate that I have spent
22 approximately 15 to 20 hours in total on these activities.

23 I declare under penalty of perjury under the laws of the state of California and the
24 United States that the foregoing is true and correct. Executed on 11/12/24, at Bakersfield,
25 California.

26 
Alejandro Ortega (Nov 12, 2024 16:20 PST)

27 Alejandro Ortega
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