JOSEPH TOJARIEH (SBN 265492)
jft@stonebrooklaw.com
STONEBROOK LAW
10250 Constellation Boulevard, Suite 2300
Los Angeles, California 90067
Tel: (310) 553-5533

Attorney for Plaintiff
GUY PATCH, individually and on behalf of all others similarly situated

FILED
Superior Court of California
County of Los Angeles
06/08/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

GUY PATCH, individually and on behalf of all others similarly situated, and on behalf of all aggrieved employees and the State of California,

Plaintiff,

v.

NATIONAL OILWELL VARCO, L.P., a Delaware corporation; MIKE PENSINGER, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 26STCV11856

[Assigned for all purposes to the Honorable Samantha Jessner, Dept. 7]

[Amended as a matter of right, pursuant to Labor Code section 2699.3(a)(2)(C)]

First Amended Class and Representative Action Complaint for Damages and Injunctive and Declaratory Relief Based On:

1. **Failure to Pay State Minimum Wage (Cal. Lab. Code §§ 510, 1194, 1194.2, 1197, 1198; IWC Wage Order Nos. 16-2001 and 4-2001; IWC Minimum Wage Order Nos. MW-2025 and MW-2026)**
2. **Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194, and 1198; IWC Wage Order Nos. 16-2001 and 4-2001)**
3. **Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512, and 1198; IWC Wage Order Nos. 16-2001 and 4-2001)**
4. **Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7 and 1198; IWC Wage Order Nos. 16-2001 and 4-2001)**
5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Lab. Code §§ 226 and 1198; IWC Wage Order Nos. 16-2001 and 4-2001)**
6. **Failure to Provide Paid Sick Leave Notices (Lab. Code §§ 246 and 248.5)**
7. **Failure to Indemnify for All**

Necessary Expenditures and Losses (Cal. Lab. Code § 2802; IWC Wage Order Nos. 16-2001 and 4-2001)

8. **Waiting Time Penalties (Cal. Lab. Code §§ 201, 202, and 203)**
9. **Unfair Competition (Cal. Bus. & Prof. Code § 17200, et seq.)**
10. **Private Attorney General Act (PAGA) (Cal. Lab. Code § 2698, et seq.)**

DEMAND FOR JURY TRIAL

Plaintiff Guy Patch complains and alleges on behalf of himself and all others similarly situated, and on behalf of all aggrieved employees and the State of California, against Defendants National Oilwell Varco, L.P. ("NOV") and Mike Pensinger as follows:

THE PARTIES

Plaintiff

1. Mr. Patch is, and at all relevant times was, an individual residing in Tulare County, California.

Defendants

2. NOV is, and at all relevant times was, a Delaware corporation doing business in Los Angeles County, California.

3. Mr. Pensinger is, and at all relevant times was, an individual residing in Los Angeles County, California. Additionally, Mr. Pensinger controlled the working conditions of Plaintiff and Class Members. Plaintiff and Class Members are informed and believe and, on that basis, allege that Mr. Pensinger is a high-level employee or officer, director, and/or managing agent of NOV who influenced NOV's wage and hour policies, contributed to NOV's wage and hour violations, and exercised a high degree of control over the working conditions of Plaintiff and Class Members.

Personal Liability Under Labor Code Section 558.1

4. Plaintiff is informed and believes and, on that basis, alleges that Mr. Pensinger was Plaintiff's employer, or an owner, director, officer, or managing agent who was acting on behalf of Plaintiff's employers, and violated, or caused violations, of provisions regulating minimum wages, hours, and days of work in the orders of the Industrial Welfare Commission and Labor Code sections

203, 226, 226.2, 226.7, 1193.6, 1194, and/or 2802. As such, Mr. Pensinger is personally liable for such violations under Labor Code section 558.1.

Individual Liability Under *Martinez v. Combs*

5. Plaintiff is informed and believes and, on that basis, alleges that Mr. Pensinger, directly and/or indirectly, or through an agent or any other person, engaged, suffered, and/or permitted Plaintiff to work and exercised control over Plaintiff's wages, hours, or working conditions, such that Pensinger is personally liable for the wage and hour violations alleged herein under *Martinez v. Combs* (2010) 49 Cal.4th 35.

Does

6. Plaintiff is unaware of the true names and capacities of the defendants sued herein as Does 1 through 100, inclusive, and, therefore, sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of such fictitiously named defendants when the same have been ascertained. Plaintiff is informed and believes and, on that basis, alleges that each fictitiously named defendant is responsible in some manner for the occurrences alleged herein and that Plaintiff's damages were proximately caused by their conduct.

Agency

7. Plaintiff is informed and believes and, on that basis, alleges that, at all material times, each defendant was the agent, employee, partner, joint venture, co-conspirator, owner, principal, and employer of the remaining defendants, and is, and at all times herein mentioned was, acting within the course and scope of that agency, employment, partnership, conspiracy, ownership or joint venture. Plaintiff is further informed and believes and, on that basis, alleges that the acts and conduct alleged herein were known to, and authorized, directed, and/or ratified by, the officers, directors, and managing agents of the business entity defendants.

THE NATURE OF CLASS AND PAGA CLAIMS

Background on NOV's Operations

8. NOV is a multinational oilfield services and equipment company headquartered in Houston, Texas, that operates throughout California and employs numerous non-exempt field service workers at oil and gas production sites across the state. In California, NOV deploys service

technicians to customer-operated sites, including offshore drilling platforms and onshore oil fields, where they perform continuous equipment monitoring, maintenance, and operational support duties. NOV's California operations include, among other locations, the South Belridge oil field, an offshore drilling platform in the Eureka area, and multiple Chevron-operated sites including Kern River, Cymric 31X, and Lost Hills, all in Kern and surrounding counties.

9. NOV's business model requires service technicians to staff remote, hazardous field sites for extended periods, frequently working twelve or more hours per day, often with no relief worker to permit them to step away from their post. NOV's operations are structured and managed through site supervisors who exercise day-to-day control over employees' working conditions, schedules, and break practices. By deploying employees to these sites under these conditions without adequate staffing or break coverage, NOV created and perpetuated systematic wage and hour violations across its California non-exempt workforce.

Background on Plaintiff's Employment

10. Plaintiff was hired by NOV as a Service Technician B on or about July 14, 2025, and resigned on February 10, 2026. Plaintiff was based out of NOV's Bakersfield, California facility at 7300 Downing Avenue, Bakersfield, CA 93308, and reported to Field Service Manager Bryan Carter and Area Manager Mike Pensinger. Plaintiff was classified as a non-exempt employee and was paid at a base hourly rate of $25.00, with eligibility for overtime compensation.

11. During his employment, Plaintiff was assigned to multiple oil field and offshore drilling sites throughout California, including: the South Belridge oil field; an offshore drilling platform in the Eureka area (which required multi-day hitches of seven to ten days at a time); and several Chevron-operated sites including Kern River, Cymric 31X, and Lost Hills. The nature of these assignments required Plaintiff to work regular shifts of ten to twelve hours or more per day, often without adequate meal periods or rest breaks, and without appropriate compensation for all hours worked.

12. Plaintiff's employment was governed by the uniform company-wide policies and practices described below, which resulted in the systematic denial of meal and rest periods, coerced falsification of time records, manipulation of overtime hours by management, failure to provide

written notice of available paid sick leave balances, and failure to reimburse required business expenses.

Background on NOV's Employment Practices Affecting Plaintiff and Class Members

13. NOV maintained uniform employment practices that applied to Plaintiff and all other Class Members. These practices systematically resulted in violations of the California Labor Code and applicable IWC Wage Orders.

14. NOV required non-exempt service technicians to record their working time on handwritten paper timesheets. A review of these timesheets reveals a pattern of uniform entries reflecting identical, predetermined times for shift starts, meal period clock-outs, and shift ends with no variation across consecutive workdays at the same site. This pattern is inconsistent with the reality of field service work and is indicative of employees being directed to record fixed, predetermined times rather than their actual hours worked.

15. NOV's timesheets contain a certification requiring employees to indicate "Yes" or "No" as to whether they were provided and took off-duty meal and rest periods on each shift. The timesheets further instruct employees that if they select "No," they must contact their supervisor to have a premium pay form submitted for that day. In practice, however, employees were directed by management to record meal periods they did not receive, and to certify "Yes" even on days when no compliant break was provided. This practice created a paper record of apparent compliance that concealed systematic meal and rest period violations.

16. NOV also required service technicians to don and doff safety personal protective equipment (PPE) as a condition of performing their work, including steel-toed safety boots, hard hats, safety glasses, and flame-resistant clothing. NOV issued each California employee a California Donning and Doffing Policy, which Class Members signed, among a stack of materials, on their first day of employment. Employees routinely arrived at their worksites a few minutes before their recorded shift start times to put on this required PPE before beginning work. This pre-shift donning time, along with any post-shift doffing time, was not captured in the timesheet entries and went uncompensated.

17. NOV routinely assigned non-exempt service technicians to remote oil field and

offshore drilling sites for shifts of ten to twelve hours or longer. NOV's operational and staffing decisions created conditions under which compliant meal and rest periods were structurally unavailable. At offshore drilling platforms, NOV’s practice of staffing each shift with a single service technician meant there was no co-worker available to provide relief, making it physically impossible to step away from the post during active drilling operations. At onshore sites, NOV’s failure to provide relief coverage and its failure to implement any system for scheduling or enforcing break compliance meant that meal and rest period observance was left entirely to the discretion of individual site supervisors, without any company-enforced structure for ensuring employees received breaks as required by law. The result was a uniform failure to provide compliant meal and rest periods across all California field sites, regardless of location.

18. NOV required employees to record meal periods on paper timecards, regardless of whether those periods were actually taken. NOV's management enforced this practice by directing employees to record meal periods they had not received, and by threatening to withhold payroll from employees who refused to do so. On at least one occasion, management also required Plaintiff to alter a timecard reflecting a 23-hour offshore shift, reducing his recorded hours and converting double-time-eligible hours into regular time. These were not isolated incidents but reflect a management-directed practice of manufacturing timecard compliance, applied uniformly to NOV's non-exempt California workforce.

19. As part of a uniform onboarding practice, NOV presented an on-duty meal period agreement to California non-exempt service technicians as one document in a stack of materials signed on their first day of employment, without any meaningful opportunity to negotiate or decline. Moreover, the factual basis for an on-duty meal period agreement is legally insufficient in at least two respects: NOV’s single-employee staffing model was a business cost decision, not a genuine operational necessity; and, where multiple employees were present during every shift, relief was readily available had the site supervisor chosen to provide it.

20. These practices were uniform, systemic, and structural, arising from NOV’s deliberate staffing and operational choices and affecting all non-exempt service technicians deployed to NOV’s California field sites.

Failure to Pay Minimum and Straight Time Wages for All Hours Worked, Including Off-the-Clock and Unrecorded Time

21. California law requires employers to pay employees for all hours worked, defined as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." (IWC Wage Order Nos. 16-2001, § 2(J) and 4-2001, § 2(K); *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 578.) NOV violated Labor Code sections 1194, 1197, and 1198 and the minimum wage provisions of IWC Wage Order Nos. 16-2001 and 4-2001 in three principal ways.

22. First, NOV's paper timesheets reflect a pattern of uniform entries in which employees recorded identical, predetermined times across consecutive workdays. California law requires that employees be paid for all hours actually worked, and an employer's practice of directing employees to record fixed times rather than their actual start and stop times results in systematic exclusion of compensable work time from recorded hours. The uniform, identical entries reflected across Plaintiff's timesheets, with no variation in recorded times across consecutive field days, are inconsistent with accurate contemporaneous recording and are indicative of a management-directed practice of recording predetermined times in place of actual hours worked.

23. Second, NOV's timesheets do not capture the time Plaintiff and Class Members spent donning and doffing required PPE before and after recorded shift hours. As described above, NOV required Plaintiff and Class Members to don and doff PPE as a condition of their work. This donning and doffing time constitutes compensable hours worked under California law and IWC Wage Order Nos. 16-2001 and 4-2001. Because NOV's timekeeping practice directed employees to record a predetermined, uniform shift start time rather than the actual time they arrived and began preparing for work, this pre- and post-shift compensable time was systematically excluded from recorded hours and wages paid. This exclusion is not de minimis: PPE for a twelve-hour shift, including lacing steel-toed safety boots and putting on flame-resistant outer garments, takes several minutes per day and, aggregated across the workforce, results in substantial underpayment of wages. Under California law, there is no de minimis threshold below which an employer may lawfully disregard compensable time; the federal de minimis doctrine does not apply to California wage claims. (*Troester v. Starbucks*

Corp. (2018) 5 Cal.5th 829, 848.)

24. Third, as described above, NOV directed Plaintiff and Class Members to record meal periods they had not received, ensuring that time worked through recorded-but-not-taken meal periods went unrecorded and unpaid.

25. By failing to compensate Plaintiff and Class Members for all time spent under NOV's control, including unrecorded time excluded through NOV's practice of directing employees to record predetermined times, donning and doffing time, hours worked through recorded-but-missed meal periods, and hours stripped from timecards by management direction, NOV violated Labor Code sections 1194, 1197, and 1197.1 and the minimum wage provisions of IWC Wage Order Nos. 16-2001 and 4-2001.

Failure to Pay Overtime Compensation

26. NOV also violated California's overtime laws by failing to properly compensate overtime hours at the required premium regular rate of pay. Plaintiff and Class Members routinely worked overtime, often in excess of 8 hours in a day and 40 hours in a week, and frequently beyond 12 hours in a single workday. Under Labor Code section 510 and Wage Order Nos. 16-2001 section 3 and 4-2001 section 3, NOV was required to pay time-and-one-half the employee's regular rate of pay for all hours over 8 in a day or 40 in a week, and double the regular rate for hours over 12 in a day. NOV's practice of directing Plaintiff and Class Members to alter timecards directly resulted in underpayment of overtime and double-time wages. By restructuring the recorded time at management's direction, NOV eliminated the double-time premium that Plaintiff and Class Members had earned.

27. In addition, to the extent meal periods were recorded as taken but were actually worked, those additional hours must be added back to each workday's total hours worked for purposes of calculating overtime and double time. For any day on which the additional unrecorded time pushed actual hours worked past eight or twelve hours, overtime and double-time wages were owed but not paid. Similarly, donning and doffing time that was excluded must be added back to daily totals for the same purpose.

28. By failing to record and compensate all hours worked, and by directing the alteration

of time records in a manner that removed double-time-eligible hours from timecards, NOV violated Labor Code sections 510, 1194, and 1198 and the overtime provisions of IWC Wage Order Nos. 16-2001 and 4-2001.

Failure to Provide Legally Required Meal Periods

29. California Labor Code section 512 and IWC Wage Order Nos. 16-2001 and 4-2001 require that employees who work more than five hours in a workday be provided a timely, duty-free meal period of at least 30 uninterrupted minutes, and that employees who work more than ten hours be provided a second duty-free meal period. NOV maintained practices and policies that willfully disregarded these requirements and systematically deprived Plaintiff and Class Members of compliant meal periods.

30. As described above, NOV maintained no system for scheduling or providing meal period relief. Its single-staffing model at some sites made off-duty meal periods structurally impossible. At other sites, meal period observance was left entirely to individual supervisor discretion without any company-enforced structure. Moreover, the on-duty meal period agreement NOV uniformly presented to Plaintiff and Class Members at hire does not excuse these violations. As a result, when meal breaks were provided, they were not always timely and were often interrupted, cut short, or taken on the go.

31. California Labor Code section 512(a) and IWC Wage Order Nos. 16-2001 and 4-2001 require that the first meal period commence *no later than* the end of the employee's fifth hour of work. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041.) On a shift beginning at 6:00 a.m., a meal period must therefore begin no later than 10:59 a.m. Indeed, NOV's own California Rest and Meal Break Schedule, provided to Plaintiff at hire and signed on July 16, 2025, expressly acknowledges this requirement, stating that employees "must take a 30 minute mandatory meal period before the end of [their] 5th hours of work (i.e., no later than 4 hours and 59 minutes of work)." Notwithstanding this written acknowledgment, a review of Plaintiff's timesheets reflects a uniform pattern of first meal periods recorded as beginning at 11:00 a.m. on shifts with a 6:00 a.m. start time, across multiple consecutive workdays. A meal period commencing at 11:00 a.m. on a 6:00 a.m. start constitutes a late meal period in violation of Labor Code section 512(a) and IWC

Wage Order Nos. 16-2001 and 4-2001, even if its 30-minute duration is otherwise uncontested. Each workday on which the first meal period was not provided before the end of the fifth hour of work gives rise to a meal period premium of one hour's pay at the employee's regular rate of compensation under Labor Code section 226.7(c), regardless of whether a meal period was ultimately recorded as provided.

32. California Labor Code section 512(a) and IWC Wage Order Nos. 16-2001 and 4-2001 further require that employees who work more than ten hours in a workday be provided a second meal period commencing no later than the end of the tenth hour of work. NOV's practices of staffing some sites with a single service technician per shift, its failure to provide relief coverage, and its failure to implement any system for scheduling break compliance, as described above, meant that second meal periods were not provided on the majority of such shifts.

33. As part of its uniform onboarding process, NOV presented all California non-exempt service technicians with a second meal period waiver on their first day of employment, as one document in a stack of onboarding materials. This waiver is valid only if two conditions are met: the shift does not exceed twelve hours, and the first meal period was timely and uninterrupted. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049.) Because NOV systematically failed to provide timely first meal periods, as described above, the conditions for a valid second meal waiver were not satisfied on those days. The waiver is therefore unenforceable as to all employees working under the same conditions, and the second meal period was owed and not provided. Additionally, the waiver has no application whatsoever to shifts exceeding twelve hours under any circumstances. Each workday on which a second meal period was not provided when owed gives rise to an additional premium of one hour's pay at the employee's regular rate of compensation under Labor Code section 226.7(c).

34. NOV's own timesheets cannot establish that the meal periods they reflect were timely or compliant. Under *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, meal period records must be sufficiently precise to permit assessment of compliance with timing-dependent legal requirements; records that obscure non-compliance rather than document it cannot satisfy an employer's burden of showing that compliant meal periods were provided. Here, as described above, NOV’s timesheets

reflect identical, predetermined entries across consecutive workdays rather than accurate contemporaneous recording. They cannot establish that any meal period actually began before the end of the fifth hour or, for second meal periods, commenced before the end of the tenth hour, and lasted a full uninterrupted thirty minutes. NOV cannot rely on these records to demonstrate that legally compliant meal periods were provided on any given workday.

35. As described above, NOV's own timesheets required employees to certify compliance and instructed employees who answered "No" to contact their supervisor for a premium pay form. This mechanism reflects NOV's awareness of its obligation to pay meal period premiums when compliant breaks are not provided. NOV's management took affirmative steps to ensure that the timesheet certification mechanism never triggered premium pay obligations. Management directed employees to record meal periods they had not received and to certify compliance regardless of actual field conditions, enforcing this directive by threatening to withhold payroll from employees who refused. These directives were not limited to a single supervisor or a single site; they reflect a management-level practice of manufacturing a paper record of compliance across NOV's California field operations. By way of documented example: NOV's field service manager contacted Plaintiff directly and instructed him to record a second meal break he had not taken, threatening to hold payroll if he refused; and on at least one occasion, management required Plaintiff to attend the office in person to alter a timecard reflecting a 23-hour offshore shift, reducing his recorded hours to eliminate double-time-eligible entries.

36. By failing to provide timely, duty-free meal periods; by directing employees to record predetermined, uniform meal period times rather than accurate contemporaneous entries in a manner that prevents accurate compliance assessment; by directing employees to record and certify breaks they did not receive; and by failing to pay one additional hour of premium pay at the employee’s regular rate for each missed or non-compliant meal period, NOV violated Labor Code sections 226.7, 512 and 1198 and the meal period provisions of IWC Wage Order Nos. 16-2001 and 4-2001.

Failure to Authorize and Permit Rest Periods

37. Labor Code section 226.7 and IWC Wage Order Nos. 16-2001 and 4-2001 require that non-exempt employees be authorized and permitted to take a paid, duty-free rest period of at least ten

net minutes for every four hours worked, or major fraction thereof, to be taken as near the middle of each work period as practicable. Employees working shifts of more than ten hours are entitled to a third rest period. (Lab. Code § 226.7; IWC Wage Order Nos. 16-2001 § 11 and 4-2001 § 12)

38. NOV failed to authorize and permit rest periods as required by law. As described above, the absence of any company-mandated break structure and NOV's single-staffing model at some sites meant rest periods were routinely unavailable or structurally impossible to take. At other sites, rest periods were inconsistently provided and, when permitted, were not scheduled near the midpoint of the applicable work period as required by law. Across all sites, these failures were the direct consequence of NOV's staffing decisions and its failure to implement any company-wide system for authorizing and scheduling rest periods. NOV maintained no policy or practice of providing a third rest period on shifts exceeding ten hours, regardless of site.

39. As described in detail above in connection with meal period violations, NOV's management directed Plaintiff and Class Members to certify "Yes" on the timesheet's meal and *rest* period certification regardless of whether compliant breaks were actually provided. The result is a body of timesheet records in which rest period certifications uniformly reflect compliance across worksites and workdays where rest periods were routinely denied or delayed. These certifications were the product of management coercion, not an accurate reflection of what occurred in the field. Their significance in the rest period context is the same as in the meal period context: NOV cannot rely on a paper record of compliance that it manufactured through directive to its own workforce.

40. As with the meal breaks, NOV did not pay rest period premium wages of one additional hour at the employee’s regular rate of compensation for each missed rest period, as required by Labor Code section 226.7(c). By failing to authorize and permit legally compliant rest periods and by failing to pay the applicable premium wages, NOV violated Labor Code sections 226.7 and 1198 and the rest period provisions of IWC Wage Order Nos. 16-2001 and 4-2001.

Failure to Maintain Required Payroll Records

41. Labor Code section 1174(d) and IWC Wage Order Nos. 16-2001 and 4-2001 require employers to maintain accurate records of hours worked and wages paid to employees. As described above, NOV directed Plaintiff and Class Members to record predetermined times that are not accurate

records of when employees actually began or ended work or meal breaks and systematically exclude donning and doffing time from recorded hours.

42. On these timesheets, NOV also directed Plaintiff and Class Members to certify meal and rest period compliance on days when no compliant breaks were provided. The timesheets themselves reflect NOV's awareness of this obligation: the certification mechanism expressly instructed employees who answered "No" to contact their supervisor to have a premium pay form submitted for that day. By overriding that mechanism through management directive, NOV ensured that certifications which should have triggered premium pay calculations instead buried the underlying violations in a uniform record of apparent compliance, producing official timecards that portrayed adherence to California's meal and rest period laws while concealing the reality that employees were routinely working through those periods.

43. By systematically directing employees to falsify time records, by maintaining a practice of directing employees to record predetermined, uniform times rather than accurate records of hours worked, and by permitting management to alter employee timecards to eliminate high-cost pay classifications, NOV failed to maintain the accurate payroll records required by Labor Code section 1174(d) and IWC Wage Order Nos. 16-2001 and 4-2001. These recordkeeping failures facilitated and concealed the wage payment and wage statement violations described herein.

Failure to Furnish Accurate Itemized Wage Statements

44. Labor Code section 226(a) requires employers to provide employees with accurate, itemized wage statements for each pay period containing, among other items, gross wages earned, total hours worked, all applicable hourly rates and the hours worked at each rate, and net wages earned.

45. NOV's wage statements are inaccurate as a direct result of its timekeeping, recordkeeping, and certification practices. As described above, Plaintiff and Class Members' timecards do not accurately reflect all hours worked and record meal breaks that were not taken. As such, the corresponding wage statements reflect incorrect hours worked and incorrect gross wages earned. Further, the timing violations described above independently generated premium wage obligations under Labor Code section 226.7(c) that are absent from Plaintiff's wage statements even

on days where a break was recorded as having been taken.

46. Separately and independently of the foregoing, to the extent NOV intended its wage statements to satisfy the written notice requirement of Labor Code section 246(i) by directing employees to an online portal for sick leave balance information, that approach independently fails to satisfy section 246(i), which requires the employer to affirmatively provide the balance on the wage statement or in a separate writing provided together with the wage payment, rather than directing employees to retrieve it from a separate system.

47. As a result, Plaintiff and Class Members were unable to determine from their wage statements whether they had been fully and correctly compensated, frustrating the transparency purposes of Labor Code section 226. NOV's active direction to employees to falsify break certifications, which was the proximate cause of premium pay omissions from wage statements, supports a finding that these violations were knowing and intentional within the meaning of Labor Code section 226(e). Each pay period in which NOV issued a non-compliant wage statement constitutes a separate violation.

Failure to Provide Written Notice of Available Paid Sick Leave Balances

48. California Labor Code section 246(i) requires employers to provide employees with written notice of their available paid sick leave balance, or paid time off balance if the employer uses a combined leave policy, either on the itemized wage statement required by Labor Code section 226 or in a separate written document provided to the employee on each designated pay date with payment of wages. The purpose of this requirement is to ensure that employees can assess their accrued sick leave entitlement from a document in their possession at the time they are paid, without having to take any further action to obtain that information.

49. NOV's wage statements direct employees to access an online portal to view their sick leave balance, which does not satisfy the requirements of Labor Code section 246(i). The statute imposes an affirmative obligation on the employer to provide the balance in writing on each pay date; it does not permit the employer to substitute a direction to employees to retrieve that information themselves from a separate electronic system. An online portal redirect fails to provide the written notice the statute requires, as employees may lack reliable access to the portal at the time they receive

their wages, may lose portal access between pay periods, or may receive their wage statement without the ability to simultaneously verify their balance. The written notice requirement exists precisely to eliminate this uncertainty by placing the information directly in the employee's hands at the point of payment.

50. By failing to include available paid sick leave balances on Plaintiff's wage statements, and by substituting an online portal redirect in lieu of the written notice required by statute, NOV violated Labor Code section 246(i) for each pay period in which a compliant written notice was not provided.

Failure to Reimburse Business Expenses

51. California Labor Code section 2802 requires employers to indemnify employees for all necessary expenditures incurred in direct consequence of the discharge of their duties. NOV failed to comply with this requirement in at least two respects.

52. First, NOV required service technicians to wear safety boots appropriate for oil field environments, including steel-toed, safety-rated footwear capable of withstanding twelve or more hours of continuous use on drilling sites. Plaintiff paid $430.00 for boots that met the requirements of his job. NOV’s reimbursement policy capped boot reimbursement at $100.00, leaving Plaintiff and Class Members with an unreimbursed out-of-pocket expense. The $100.00 cap does not cover the actual cost of footwear that meets the safety and durability requirements of the work. This companywide policy unlawfully transfers NOV’s operating costs onto its workforce.

53. Second, NOV required Plaintiff and Class Members to use their personal cell phone for work-related purposes, including downloading and operating multiple employer-required applications, receiving and sending work-related calls and text messages, and accessing a work email account. Regardless of whether NOV offered the alternative of a company device, California law requires employers to reimburse employees for the reasonable cost of using their personal devices for work. (*Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1140.) NOV provided no reimbursement for work-related phone use.

54. By maintaining a boot reimbursement cap that does not cover the actual cost of required safety footwear, and by failing to reimburse Plaintiff and Class Members for required use of

personal cell phones for work purposes, NOV violated Labor Code section 2802 and IWC Wage Order Nos. 16-2001 section 8(B) and 4-2001 section 9(B).

Failure to Pay All Wages Due Upon Separation

55. California Labor Code sections 201 and 202 require employers to timely pay all wages earned and unpaid at the time of separation. Section 201 requires immediate payment of all final wages upon involuntary termination, and section 202 requires payment within 72 hours of separation when an employee resigns without notice. NOV failed to comply with these requirements and maintained practices that resulted in Plaintiff and Class Members not receiving all wages owed at the time of separation.

56. When Class Members, including Plaintiff, separated from employment, NOV failed to include multiple categories of earned compensation in their final pay. In particular, NOV did not pay meal and rest period premium wages that had accrued as a result of its failure to provide compliant meal and rest breaks.

57. NOV also failed to pay all earned straight time and overtime wages upon separation. As described above, Plaintiff and Class Members performed off-the-clock work, worked overtime hours that were unpaid or underpaid, and were not compensated at the correct regular rate. None of these wage shortfalls were corrected or paid in final paychecks. In addition, NOV failed to reimburse Class Members for necessary business expenses, including safety boots and use of their personal phone, and did not provide reimbursement or indemnification for these amounts upon separation, even though such amounts constitute wages or compensation owed at termination.

58. As a result, Plaintiff and Class Members' final wages were substantially deficient and did not include all compensation earned and owed during employment, including regular wages, overtime premiums, meal and rest period premiums, and unreimbursed business expenses. NOV's practices violate Labor Code sections 201, 202, and 203.

<u>CLASS ACTION ALLEGATIONS</u>

<u>The Class</u>

59. Plaintiff brings this action individually and on behalf of all other similarly situated individuals ("Class Members") belonging to one or more of the following subclasses:

- **Unpaid Wages Subclass:** Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, performed work for which they were not paid all compensation owed, including minimum wage, straight time, and overtime.
- **Minimum Wage Subclass**: Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were not paid the applicable state or local minimum wage for all hours worked.
- **Overtime and Double Time Subclass:** Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked in excess of 8 hours in a workday, 40 hours in a workweek, or 7 consecutive days in a workweek without receiving all legally required overtime compensation at 1.5 times their regular rate of pay, or double their regular rate of pay for all hours worked in excess of 12 hours in a workday or in excess of 8 hours on the seventh consecutive day of a workweek.
- **Meal Period Subclass**: Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked a shift in excess of 5 hours without receiving one legally compliant meal period of at least 30 minutes for every 5 hours worked, with each such meal period commencing no later than the end of the employee's fifth consecutive hour of work for that meal period interval.
- **Rest Period Subclass**: Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked a shift of 3.5 hours or more without receiving one legally compliant, duty-free rest period of at least 10 minutes for every 4 hours worked, or major fraction thereof.
- **Sick Leave Notice Subclass:** Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this

action to the date of judgment, were not provided accurate notice of paid sick leave rights and/or balances.

- **Wage Statement Subclass**: Defendants' current and former California employees who, at any time from one year preceding the filing of the initial complaint in this action to the date of judgment, did not receive timely and accurate itemized wage statements in accordance with California Labor Code section 226.
- **Business Expense Reimbursement and Indemnification Subclass:** Defendants' current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, incurred necessary expenditures or losses, or were exposed to claims, demands, or liabilities, in direct consequence of the discharge of their job duties or in obedience to the directions of Defendants, and were not fully reimbursed or indemnified therefor.
- **Waiting Time Penalties Subclass**: Defendants' current and former California employees who, at any time from three years preceding the filing of the initial complaint in this action to the date of judgment, were not paid all wages owed immediately upon discharge or within 72 hours of resignation.

60. Plaintiff reserves the right to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

Numerosity

61. The Class Members are sufficiently numerous that joinder of each Class Member would be impracticable, and the disposition of their claims in a class action, rather than in numerous individual actions, will benefit the parties, the Court, and the interests of justice.

62. Accounting for employee turnover during the relevant time period necessarily increases this number. Defendant's employment records will provide information as to the number and location of all Class Members.

Typicality

63. Plaintiff's claims are typical of the claims of other Class Members. Plaintiff and other Class Members sustained injuries and damages arising out of and caused by Defendant's common

course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

Commonality

64. There is a well-defined community of interest in the questions of law and fact involving all Class Members in that Defendants treated Class Members uniformly. Common questions of law and fact predominate over questions that affect only individual Class Members.

Superiority

65. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all Class Members is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual Class Members to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

Adequacy

66. Plaintiff and his counsel will fairly and adequately protect the interests of other Class Members. Plaintiff has no interests that are adverse to the interests of other Class Members.

FIRST CAUSE OF ACTION

Failure to Pay State Minimum Wage

(California Labor Code Sections 510, 1194, 1194.2, 1197, 1198; IWC Wage Order Nos. 16-2001 and 4-2001; IWC Minimum Wage Order Nos. MW-2025 and MW-2026)

(By Plaintiff, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

67. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

68. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

69. Section 4 of Industrial Welfare Commission Wage Order Nos. 16-2001 and 4-2001 provides in pertinent part the following:

> 4. MINIMUM WAGES
> (A) Every employer shall pay to each employee wages not less than the following:
> (1) Any employer who employs 26 or more employees shall pay to each employee wages not less than the following:
> (a) Ten dollar and fifty cents ($10.50) per hour for all hours worked, effective January 1, 2017;
> (b) Eleven dollars ($11.00) per hour for all hours worked, effective January 1, 2018….

70. California Labor Code section 1194 provides in pertinent part the following:

> 1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

71. California Labor Code section 1194.2 provides in pertinent part the following:

> 1194.2. (a) In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

72. California Labor Code section 1197 provides in pertinent part the following:

> 1197. The minimum wage for employees fixed by the commission or any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

73. California Labor Code section 1198 provides in pertinent part the following:

> 1198. The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of

any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

74. California Minimum Wage Order MW-2025 states that, for labor performed from January 1, 2022 to December 31, 2022, for employers with 25 or fewer employees, the minimum wage is $14.00 per hour; and, for employers with 26 or more employees, the minimum wage is $15.00 per hour. For labor performed from January 1, 2023 to December 31, 2023, the minimum wage is $15.50 per hour. For labor performed from January 1, 2024 to December 31, 2024, the minimum wage is $16.00 per hour; and for labor performed from January 1, 2025 to December 31, 2025, the minimum wage is $16.50 per hour.

75. California Minimum Wage Order MW-2026 states that, for labor performed from January 1, 2026, the minimum wage is $16.90 per hour.

76. In addition to the California minimum wage set forth in the Industrial Welfare Commission Wage Orders and Minimum Wage Orders, numerous cities and counties within California have enacted local minimum wage ordinances that establish minimum wage rates higher than the state minimum wage, including but not limited to, Los Angeles. Where an employee performs work within a jurisdiction that has adopted a local minimum wage ordinance, the employer is required to pay the employee the applicable local minimum wage rate if it exceeds the state minimum wage. An employer’s failure to pay the highest applicable minimum wage for all hours worked violates California Labor Code sections 1194, 1197, and 1198, applicable Industrial Welfare Commission Wage Orders, and the relevant local minimum wage ordinances.

77. At relevant times herein, Defendants intentionally failed to pay Plaintiff and Class Members minimum wages required by law, including overtime compensation at the minimum wage rate.

78. Plaintiff and Class Members are entitled to recover their earned wages at the minimum wage rate, interest thereon, and reasonable attorney fees and costs. Pursuant to Labor Code section 1194.2, Plaintiff and Class Members are also entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

79. As a direct and proximate result of the aforementioned acts and omissions, Plaintiff

and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Compensation

(California Labor Code Sections 510, 1194, and 1198; IWC Wage Order Nos. 16-2001 and 4-2001)

(By Plaintiff, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

80. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

81. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

82. Section 3 of Industrial Welfare Commission Wage Order Nos. 16-2001 and 4-2001 provides in pertinent part the following:

> 3. HOURS AND DAYS OF WORK
> (A) Daily Overtime - General Provisions
> (1) … employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
> (a) One and one-half (11/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) 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 (8) hours on the seventh (7th) consecutive day of work in a workweek.

83. California Labor Code section 510 provides in pertinent part the following:

> 510. (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the

> seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee….

84. California Labor Code section 1194 provides in pertinent part the following:

> 1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

85. At relevant times herein, Defendants failed to pay Plaintiff and Class Members overtime compensation in accordance with California law.

86. As a direct and proximate result of the aforementioned acts and omissions, Plaintiff and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

<u>THIRD CAUSE OF ACTION</u>

Failure to Provide Meal Periods

(California Labor Code Sections 226.7, 512, and 1198; IWC Wage Order Nos. 16-2001 and 4-2001)

(By Plaintiff, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

87. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

88. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

89. Industrial Welfare Commission Wage Order Nos. 16-2001, section 10, and 4-2001, section 11, provide in pertinent part the following:

///

MEAL PERIODS
(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes….
(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

90. California Labor Code section 512 provides in pertinent part the following:

512. (a) An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

91. California Labor Code section 226.7 provides in pertinent part the following:

226.7….(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

92. At relevant times herein, Defendants caused Plaintiff and Class Members to work for periods of more than five hours without a meal period of at least 30 minutes.

93. Plaintiff and Class Members were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated meal period required by the Labor Code.

94. As a direct and proximate result of the aforementioned acts and omissions, Plaintiff and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

///

///

///

FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods

(California Labor Code Sections 226.7 and 1198; IWC Wage Order Nos. 16-2001 and 4-2001)

(By Plaintiff, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

95. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

96. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

97. California Labor Code section 226.7 provides in pertinent part the following:

> 226.7….(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

98. Industrial Welfare Commission Wage Order Nos. 16-2001, section 11, and 4-2001, section 12, provide in pertinent part the following:

> REST PERIODS
> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

99. At relevant times herein, Defendants caused Plaintiff and Class Members to work for

periods of more than four hours or major fraction thereof without rest periods of at least 10 minutes.

100. Plaintiff and Class Members were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required by the Labor Code.

101. As a direct and proximate result of the aforementioned acts and omissions, Plaintiff and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

FIFTH CAUSE OF ACTION

Failure to Furnish Timely and Accurate Wage Statements

(California Labor Code Sections 226. And 1198; IWC Wage Order Nos. 16-2001 and 4-2001)

(By Plaintiff, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

102. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

103. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

104. California Labor Code section 226 provides in pertinent part the following:

> 226. (a) Every employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee…an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer… and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee….
>
> …
>
> (e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a

subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

105. Industrial Welfare Commission Wage Order Nos. 16-2001, section 6, and 4-2001, section 7, provides in pertinent part the following:

> RECORDS
> …
> (B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item….

106. At relevant times herein, Defendants knowingly and intentionally failed to furnish Plaintiff and Class Members with timely and compliant wage statements.

107. Pursuant to Labor Code section 226(e), Plaintiff and Class Members are entitled to recover the greater of all actual damages or a statutory penalty equal to $50 for the initial pay period in which the wage statement violation occurred and $100 for each violation in a subsequent pay period, up to a total of $4,000.

108. As a direct and proximate result of the aforementioned acts and omissions, Plaintiff and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

SIXTH CAUSE OF ACTION

Failure to Provide Paid Sick Leave Notices

(California Labor Code Section 246 and 248.5)

(By Plaintiff, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

109. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

110. California Labor Code section 246 provides in pertinent part the following:

///

246. … (b) (1) An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.

…

(3) An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period, and no less than 40 hours of accrued sick leave or paid time off by the 200th calendar day of employment or each calendar year, or in each 12-month period.

…

(c) An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.

…

(i) An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited." …

(j) An employer has no obligation under this section to allow an employee's total accrual of paid sick leave to exceed 80 hours or 10 days, provided that an employee's rights to accrue and use paid sick leave are not limited other than as allowed under this section.

111. California Labor Code section 248.5 provides in pertinent part the following:

248.5 … (f) In an administrative or civil action brought under this article, the Labor Commissioner or court, as the case may be, shall award interest on all amounts due and unpaid at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code.

(g) The remedies, penalties, and procedures provided under this article are cumulative.

112. At relevant times herein, Defendants failed to provide notice of sick leave rights and available balances to Plaintiff and Class Members.

113. As a direct and proximate result of the aforementioned acts and omissions, Plaintiff and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

///

SEVENTH CAUSE OF ACTION

Failure to Indemnify for All Necessary Expenditures and Losses

(California Labor Code Section 2802; IWC Wage Order Nos. 16-2001 and 4-2001)

(By Plaintiff, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

114. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

115. California Labor Code section 2802 provides in pertinent part the following:

> 2802. (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. …

116. Industrial Welfare Commission Wage Order Nos. 16-2001, section 8, and 4-2001, section 9, provides in pertinent part the following:

> UNIFORMS AND EQUIPMENT
> …
> (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft….

117. At relevant times herein, Defendants failed to indemnify Plaintiff and Class Members for all necessary expenditures and losses incurred in direct consequence of the discharge of Plaintiff and Class Members' duties or of Plaintiff and Class Members' obedience to Defendants' directions.

118. As a direct and proximate result of the aforementioned acts and omissions, Plaintiff and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

///

///

///

EIGHTH CAUSE OF ACTION

Waiting Time Penalties

(California Labor Code Sections 201, 202, and 203)

(By Plaintiff, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

119. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

120. California Labor Code sections 201 through 203 provide in pertinent part the following:

> 201. (a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately….
> 202. (a) If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting…
> 203. (a) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days….

121. At relevant times herein, Defendants willfully failed to pay Plaintiff and Class Members who have separated from employment earned wages immediately upon discharge or within 72 hours of resignation.

122. Pursuant to Labor Code section 203(a), Plaintiff and separated Class Members are entitled to a statutory penalty based on Plaintiff and separated Class Members' daily wage rate starting from Plaintiff and separated Class Members' employment end date until 30 days from Plaintiff and separated Class Members' employment end date.

123. As a direct and proximate result of the aforementioned acts and omissions, Plaintiff and separated Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

///

NINTH CAUSE OF ACTION

Unfair Competition

(California Business & Professions Code Section 17200, et seq.)

(By Plaintiff, Individually and on Behalf of All Class Members, Against Defendants and Does 1 Through 100)

124. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

125. Defendants' above violations constitute unfair business practices in violation of the UCL.

126. Plaintiff and Class Members have suffered injury in fact and have lost money or property as a result of Defendants' unfair business practices, and Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and Class Members.

127. Plaintiff and Class Members are thus entitled to declaratory and equitable relief, including, but not limited to, restitution of all amounts owing to Plaintiff and Class Members.

TENTH CAUSE OF ACTION

Private Attorney General Act

(California Labor Code Section 2698, et seq.)

(By Plaintiff, Individually and on Behalf of All Aggrieved Employees and the State of California, Against NOV and Does 1 Through 100)

128. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

129. This cause of action is brought by Mr. Patch, as an aggrieved employee and a proxy of the State of California, pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, et seq. ("PAGA"), on behalf of himself and all other current and former nonexempt employees of NOV who suffered one or more of the Labor Code violations described herein ("Aggrieved Employees").

130. On or about March 30, 2026, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and to NOV of the specific provisions of the California

Labor Code and applicable Wage Orders that Plaintiff alleges NOV violated, as required by Labor Code section 2699.3. Plaintiff submitted notice electronically to the LWDA and served NOV by certified mail, return receipt requested. More than sixty-five (65) calendar days have elapsed since the LWDA was provided notice, the LWDA has not notified the parties that it intends to investigate the alleged violations, and Plaintiff has therefore satisfied the exhaustion requirements of Labor Code section 2699.3. Therefore, Plaintiff is authorized to, and hereby does, commence a civil action to recover civil penalties under PAGA against NOV.

131. NOV engaged in uniform, companywide employment practices that violated the California Labor Code and applicable Wage Orders with respect to Plaintiff and all other Aggrieved Employees. These practices were systemic, standardized, and applied throughout NOV's California operations. The factual bases for each violation are set forth in the preceding allegations incorporated herein by reference, and are further described in the PAGA notice attached hereto as **Exhibit 1**, all of which are incorporated herein as if fully set forth.

132. Through the uniform policies and practices described herein, NOV violated, and continue to violate, one or more provisions of the California Labor Code and applicable IWC Wage Orders with respect to Plaintiff and the Aggrieved Employees, including those violations alleged in the preceding causes of action, those identified in the PAGA notice attached hereto as **Exhibit 1**, and those set forth below:

- **Labor Code sections 201, 202, and 203** for NOV's failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code section 204** for NOV's failure to pay all earned wages within the time prescribed in subsections 204(a) and 204(b).
- **Labor Code section 206** for NOV's failure to pay all undisputed wages.
- **Labor Code section 210** for NOV's failure to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and/or 1197.5.
- **Labor Code section 221** for NOV's collecting and receiving owed wages.
- **Labor Code section 226** for NOV's failure to provide timely and accurate wage statements.

- **Labor Code section 226.3** for NOV's violation of Labor Code section 226(a).
- **Labor Code section 226.7** for NOV's failure to provide proper rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required under the Labor Code.
- **Labor Code sections 226.7 and 512** for NOV's failure to provide proper meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated meal period required under the Labor Code.
- **Labor Code sections 245, 246, 246.5, 247, 247.5, and 248.5** for NOV's failure to comply with California's paid sick leave requirements.
- **Labor Code sections 510 and 1194** for NOV's failure to pay overtime and double time compensation.
- **Labor Code sections 510, 1182.12, 1194, 1194.2, 1197, and 1197.1** for NOV's failure to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- **Labor Code section 558** for NOV violating, or causing to be violated, a section of the chapter of the Labor Code starting with Labor Code section 500, et seq. or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.
- **Labor Code section 558.1** for NOV violating, or causing to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, and violating, or causing to be violated, Sections 203, 226, 226.7, 1193.6, 1194, and/or 2802.
- **Labor Code section 1174** for NOV's failure to maintain compliant employee and payroll records.
- **Labor Code section 1174.5** for NOV's failure to maintain required payroll records as described herein.
- **Labor Code section 1197.1** for NOV paying, or causing to be paid, a wage less than the minimum wage.
- **Labor Code section 1198** for NOV employing employees for longer hours than those

fixed by the Industrial Welfare Commission or under conditions of labor prohibited by the Industrial Welfare Commission, including, but not limited to:

- Wage Order Nos. 16-2001 and 4-2001 (and/or other applicable Wage Orders), Section 3, requiring NOV to pay overtime and double time compensation.
- Wage Order Nos. 16-2001 and 4-2001 (and/or other applicable Wage Orders), Section 4, requiring NOV to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- Wage Order Nos. 16-2001 and 4-2001 (and/or other applicable Wage Orders), Section 6 (Wage Order 16-2001) and Section 7 (Wage Order 4-2001), requiring NOV to maintain accurate information with respect to each employee, provide employees with thorough and accurate itemized wage statements, and provide clocks within a reasonable distance from employees' work areas.
- Wage Order Nos. 16-2001 and 4-2001 (and/or other applicable Wage Orders), Section 8 (Wage Order 16-2001) and Section 9 (Wage Order 4-2001), requiring NOV to provide and maintain the uniforms, tools, and equipment it requires its employees to wear or use.
- Wage Order Nos. 16-2001 and 4-2001 (and/or other applicable Wage Orders), Section 10 (Wage Order 16-2001) and Section 11 (Wage Order 4-2001), requiring NOV to provide its employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated meal periods.
- Wage Order Nos. 16-2001 and 4-2001 (and/or other applicable Wage Orders), Section 11 (Wage Order 16-2001) and Section 12 (Wage Order 4-2001), requiring NOV to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.

- **Labor Code section 1199** for NOV violating, or causing to be violated, the provisions of the order of the Industrial Welfare Commission.

- **Labor Code section 2802** for NOV failure to indemnify for all necessary business expenditures or losses.

133. Additional investigation and formal discovery may uncover additional violations of the California Labor Code and applicable Wage Orders, additional categories of harm suffered by Plaintiff and the Aggrieved Employees, and other individuals who were harmed by NOV's conduct. Plaintiff will amend this Complaint and the PAGA notice with additional information and theories as they become known.

134. Plaintiff is informed and believes, and thereon alleges, that NOV's violations were knowing, intentional, and willful, or in the alternative, were the result of NOV's failure to implement lawful policies and practices despite being on notice of their obligations under California law. NOV's violations were not the result of a good-faith dispute regarding the application of any law.

135. As a direct and proximate result of NOV's violations, Plaintiff, the Aggrieved Employees, and the State of California have been damaged in an amount to be proven at trial.

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For compensatory damages, in an amount according to proof.

2. For all statutory and civil penalties authorized by law.

3. All civil penalties available under Labor Code section 2699, including the default civil penalties set forth in Labor Code section 2699(f) for violations without a specifically enumerated penalty, and all specifically prescribed civil penalties for each violation cited herein, per aggrieved employee per pay period.

4. For restitution of all wrongfully withheld amounts and disgorgement of all ill-gotten profits, in an amount according to proof.

5. For preliminary and permanent injunctive relief requiring Defendants to cease and desist from further unfair competition and to bring Defendants in compliance with the aforementioned laws.

6. For a declaratory judgment that practices complained of in this complaint are unlawful

and violate California law.

7. For attorney fees and costs pursuant to all applicable provisions of law.

8. For costs of suit incurred herein.

9. For prejudgment interest.

10. For such other relief as the court may deem proper.

Dated: June 8, 2026

STONEBROOK LAW

By: ______________________________

JOSEPH TOJARIEH
Attorney for Plaintiff
GUY PATCH, individually and on behalf of all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury.

Dated: June 8, 2026

STONEBROOK LAW

By: ______________________________

JOSEPH TOJARIEH
Attorney for Plaintiff
GUY PATCH, individually and on behalf of all others similarly situated

PROOF OF SERVICE

I am a resident of, or employed in, the County of Los Angeles. I am over the age of 18 and not a party to this action. My business name and address are Stonebrook Law, 10250 Constellation Boulevard, Suite 2300, Los Angeles, California 90067. My electronic service address is jft@stonebrooklaw.com.

On June 8, 2026, I served the document(s) entitled **FIRST AMENDED COMPLAINT** by the following method(s):

☒ **U.S. MAIL**. By enclosing the above document(s) in a sealed envelope, with postage fully prepaid, addressed as per the attached Service List, for collection and mailing from my above business address. I am readily familiar with my firm's practice of collection and processing correspondence for mailing. Under that practice, the document is deposited with the U.S. Postal Service on the same day it is collected and processed for mailing in the ordinary course of business. (Code Civ. Proc., § 1013, subd. (a); § 1013a, subd. (3).)

☐ **OVERNIGHT DELIVERY**. By enclosing the above document(s) in a sealed envelope or package designated by the express service carrier, with delivery fees paid or provided for, addressed as per the attached Service List, and depositing the envelope or package in a facility regularly maintained by the express service carrier or delivering it to a courier or driver authorized by the express service carrier to receive documents. (Code Civ. Proc., § 1013, subd. (c).)

☐ **PERSONAL SERVICE**. By personally delivering the above document(s) to the:
- ☐ person(s) identified on the attached Service List.
- ☐ person(s) in charge at the office address(es) listed on the attached Service List or, if no one is in charge, leaving the document(s) in a conspicuous place in the office(s).
- ☐ person(s) of suitable age and discretion who reside(s) at the address(es) listed on the attached Service List.

(Code Civ. Proc., § 1011.)

☒ **ELECTRONIC SERVICE**. By electronically transmitting the above document(s) via:
- ☒ electronic mail from my electronic service address listed above to the electronic service address(es) on the attached Service List.
- ☐ an electronic filing service provider, [EFSP NAME], to the person(s) at the electronic service address(es) listed on the attached Service List. To my knowledge, the transmission was completed without error.

(Code Civ. Proc., § 1010.6; Cal. Rules of Court, rules 2.251, 2.253, 2.255, 2.260.)

Executed on June 8, 2026 at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Joseph Tojarieh

SERVICE LIST

NAME/CONTACT INFORMATION	METHOD(S) OF SERVICE
Gabrielle E. Gordon gabrielle.gordon@ogletree.com Matthew R. Richardson matthew.richardson@ogletree.com Ogletree Deakins 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Tel: (213) 330-0815	Electronic Service
Christoper E. Moore christopher.moore@ogletree.com Ogletree Deakins 701 Poydras Street Suite 3500 New Orleans LA 70139 Tel: (504) 648-2604 Fax: (504) 648-3859 *Attorneys for Defendants National Oilwell Varco, L.P.*	Electronic Service
Mike Pensinger National Oilwell Varco, L.P. 7300 Downing Ave Bakersfield, CA 93308-5004 *Defendant Mike Pensinger*	US Mail