

1 Michael A. Strauss, SBN 246718  
2 Andrew C. Ellison, SBN 283884  
3 PALAY LAW FIRM  
4 121 North Fir Street, Suite F  
5 Ventura, CA 93001  
6 Telephone: (805) 641-6600  
7 Facsimile: (805) 641-6607  
8 E-mail: mike@palaylaw.com

9 Attorneys for Plaintiff and the Putative Class

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA BARBARA

FEB 17 2015

Darrel E. Parker, Executive Officer  
BY Susan Gordon Deputy Clerk

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA BARBARA

BRIAN NEWTON, an individual,

Plaintiff,

v.

PARKER DRILLING MANAGEMENT  
SERVICES, INC., a Nevada Corporation;  
and DOES 1 through 100, inclusive,

Defendants.

Case No.

1487051

CLASS ACTION

COMPLAINT FOR:

- 1) MINIMUM WAGE VIOLATIONS;
- 2) FAILURE TO PAY OVERTIME AND DOUBLETIME PREMIUM WAGES;
- 3) FAILURE TO TIMELY PAY FINAL WAGES;
- 4) PAY STUB VIOLATIONS; AND
- 5) UNFAIR COMPETITION

TO ALL INTERESTED PARTIES HEREIN AND TO THEIR ATTORNEYS OF RECORD:

COME NOW, PLAINTIFF Brian Newton ("Plaintiff") and the putative class, and submit the following Complaint against PARKER DRILLING MANAGEMENT SERVICES, INC. and DOES 1 through 100, inclusive (collectively "Defendants"), and each of them as follows:

1. At all times herein mentioned, Plaintiff Brian Newton was an employee of

1 Defendants, working in the state of California, within the last four (4) years.

2 2. Unless otherwise stated, at all times herein mentioned Plaintiff was an individual  
3 residing in the County of Ventura, State of California. Plaintiff became a resident of Harris  
4 County, Texas in or about November 2014.

5 3. At all times herein mentioned, Plaintiff is informed and believes and, based on  
6 such information and belief, thereon alleges that Parker Drilling Management Services, Inc., is  
7 a Nevada corporation that does business in the County of Santa Barbara, California.

8 4. The true names and capacities, whether individual, corporate, associate,  
9 representative or otherwise, of the defendants identified herein as Does 1 through 100,  
10 inclusive, are unknown to Plaintiff, who therefore sue these defendants by said fictitious  
11 names. Plaintiff will amend this Complaint to allege the true names and capacities of Does 1  
12 through 100 when they have been ascertained. Does 1 through 100 are in some manner legally  
13 responsible for the wrongs and injuries alleged herein.

14 5. Each of the Defendants acted as the agent or employee of the others and each  
15 acted within the scope of that agency or employment.

16 6. Venue is appropriate in Santa Barbara County Superior Court because the  
17 unlawful employment practices complained of herein occurred in the City of Goleta,  
18 California, County of Santa Barbara, and in the offshore waters in the Santa Barbara Channel.

19 **CLASS ACTION ALLEGATIONS**

20 7. Plaintiff brings the first three causes of action stated herein on his own behalf  
21 and on behalf of all persons similarly situated. The class consists of all hourly employees of  
22 Parker Drilling Management Services, Inc., who, at any time within four years from the date of  
23 filing of this lawsuit, worked on oil platforms off of the California coast for periods of 24  
24 hours or more (hereinafter the "Putative Class"). The Putative Class represents over 25  
25 persons and is so numerous that the joinder of each member of the putative class is  
26 impracticable.

27 8. There is a well-defined community of interest in the questions of law and fact  
28 affecting the classes Plaintiff represents. The Putative Class members' claims against

1 Defendants involve questions of common or general interest, in that each was employed by  
2 Defendants, and each was not paid wages owed based on the same failure to compensate for  
3 all hours during which they were subject to the control of Defendants, including hours in  
4 excess of their scheduled shifts and during meal periods. These questions are such that proof  
5 of a state of facts common to the members of the Putative Class will entitle each member to  
6 the relief requested in this complaint.

7 9. The members of the Putative Class that Plaintiff represents have no plain, speedy  
8 or adequate remedy at law against Defendants, other than by maintenance of this class action,  
9 because Plaintiff is informed and believes, and on such information and belief alleges, that the  
10 damage to each member of the Putative Class is relatively small and that it would be  
11 economically infeasible to seek recovery against Defendants other than by a class action.

12 10. Plaintiff will fairly and adequately represent the interest of the Putative Class,  
13 because Plaintiff is a member of the Putative Class, and Plaintiff's claims are typical of those  
14 in the Putative Class.

15 11. Plaintiff was employed by Defendants from approximately January 25, 2013 to  
16 approximately January 15, 2015.

17 12. Plaintiff worked on an oil platform off of the California coastal waters. His shift  
18 typically lasted 14 days. He received pay for only 12 hours each day while on the oil platform.  
19 He did not receive any compensation for 12 hours while on the platform each day. He could  
20 not reasonably leave the platform during his 14-day shift.

21 **FIRST CAUSE OF ACTION**

22 ***Minimum Wage Violations***

23 **(Action Brought By Plaintiff On Behalf Of Himself**

24 **And The Putative Class Against All Defendants)**

25 13. Plaintiff incorporates by reference and re-alleges each and every one of the  
26 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully  
27 set forth herein.

28 14. California law requires payment of at least the state-mandated minimum wage

1 for all hours worked by non-exempt employees. (See Lab. Code, §§ 1194, 1197.) Hourly  
2 wages cannot be averaged out to cover hours worked during which no compensation was paid.  
3 (See *Armenta v. Osmose* (2005) 135 Cal.App.4th 314, 322-24.) Time during which a worker  
4 cannot leave his or her worksite, even sleeping time, is considered hours worked under  
5 California law. (*Mendiola v. CPS Security Solutions, Inc.* (Cal., Jan. 8, 2015) 15 Cal. Daily  
6 Op. Serv. 203.)

7 15. Plaintiff and the Putative Class regularly worked hours for which they were not  
8 paid the minimum wage. Defendants' minimum wage violations include, but are not limited  
9 to, the failure to pay any wages whatsoever to Plaintiff and the Putative Class for 12 hours  
10 each workday.

11 16. Plaintiff seeks such minimum wages owed to them for the three-year period  
12 measured backward from the date of the filing of the initial Complaint in this matter.

13 17. The exact amount of minimum wages owed will not be fully ascertained until  
14 discovery is completed. Until Defendants produce the necessary documents for an accounting,  
15 Plaintiff is unable to determine the exact amount of minimum wages owed.

16 18. Labor Code section 218.6 states, "[I]n any action brought for the nonpayment of  
17 wages, the court shall award interest on all due and unpaid wages at the rate of interest  
18 specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the  
19 date that the wages were due and payable as provided in Part 1 (commencing with Section  
20 200) of Division 2." Plaintiff seeks such interest on all minimum wages owed to them for the  
21 three-year period measured backward from the date of the filing of the initial Complaint in this  
22 matter.

23 19. Plaintiff seeks liquidated damages in an amount equal to the minimum wages  
24 due to him and the Putative Class under Labor Code section 1194.2.

25 20. Pursuant to Labor Code section 1194, Plaintiff requests the Court to award  
26 Plaintiff's reasonable attorney's fees and costs incurred in this action.

27 WHEREFORE, Plaintiff and the Putative Class demand judgment against Defendants,  
28 and each of them, as follows:



1  
2 29. In this case, Defendants have failed to provide such wage deduction statements  
3 to Plaintiff and the Putative Class in that their wage deduction statements do not include,  
4 without limitation, their gross wages earned, all hours worked, net wages earned, or all  
5 applicable hourly rates in effect during the pay period, the corresponding number of hours  
6 worked at each hourly rate by the employee, and the name and address of the legal entity that  
7 is the employer. Pursuant to Labor Code section 226(e), damages are appropriate. At this  
8 time, Plaintiff believes and alleges that he and the Putative Class are owed the maximum  
9 allowable penalty under section 226(e) because Defendants failed to provide adequate  
10 paycheck stubs. However, the exact amount of damages under Labor Code section 226(e) will  
11 not be fully ascertained until discovery is completed. Until Defendants produce the necessary  
12 documents for an accounting, Plaintiff is unable to determine the exact amount of damages  
13 under Labor Code section 226(e).

14 30. Pursuant to Labor Code section 226(e), Plaintiff requests the court to award  
15 Plaintiff's reasonable attorney's fees and costs incurred by Plaintiff in this action.

16 WHEREFORE, Plaintiff and the Putative Class demand judgment against Defendants,  
17 and each of them, as follows:

- 18 1. For statutory penalties, pursuant to law;
- 19 2. For reasonable attorneys' fees pursuant Labor Code section 226;
- 20 3. For costs of suit; and
- 21 4. For any other and further relief that the Court considers just and proper.

22 **THIRD CAUSE OF ACTION**

23 ***Unfair Competition***

24 **(Action Brought By Plaintiff On Behalf Of Himself**  
25 **And The Putative Class Against All Defendants)**

26 31. Plaintiff incorporates by reference and re-alleges each and every one of the  
27 allegations contained in the preceding and foregoing paragraphs of this Complaint as though  
28 fully set forth herein.

1           32. This cause of action is being brought pursuant to California Business and  
2 Professions Code section 17200 et seq. and California case law including *Cortez v. Purolator*  
3 *Air Filtration Products Co.* (2000) 23 Cal.App.4th 163.

4           33. It is alleged that Defendants have willfully failed to pay Plaintiff and the Putative  
5 Class, the state-mandated minimum, overtime, doubletime, and meal period premium wages  
6 for all hours worked. The failure to pay such wages constitutes an unfair business practice  
7 under California Business and Professions Code section 17200.

8           34. As a result of the conduct of Defendants, Defendants profited from breaking the  
9 law. Plaintiff and the Putative Class seek disgorgement of this unlawfully obtained benefit  
10 (plus interest thereon) for the four-year period measured backward from the date of filing of  
11 the initial Complaint in this matter.

12           35. California Business and Professions Code section 17203, under the authority of  
13 which a restitutionary order may be made, provides:

14  
15           Any person who engages, has engaged, or proposes to engage in  
16 unfair competition may be enjoined in any court of competent  
17 jurisdiction. The court may make such orders or judgments,  
18 including the appointment of a receiver, as may be necessary to  
19 prevent the use of employment by any person of any practice  
20 which constitutes unfair competition, as defined in this chapter, or  
21 as may be necessary to restore to any person in interest any money  
22 or property, real or personal, which may have been acquired by  
23 means of such unfair competition. Any person may pursue  
24 representative claims or relief on behalf of others only if the  
25 claimant meets the standing requirements of Section 17204 and  
26 complies with Section 282 of the Code of Civil Procedure, but  
27 these limitations do not apply to claims brought under his chapter  
28 by the Attorney General, or any district attorney, county counsel,  
city attorney, or city prosecutor in this state.

25           36. As a result of the alleged aforesaid actions, Plaintiff and the Putative Class have  
26 suffered injury in fact and have lost money as a result of such unfair competition.

27           37. In this case, it is requested that this Court order such restitution.

28           WHEREFORE, Plaintiff and the Putative Class demand judgment against Defendants,

1 and each of them, as follows:

2 1. For an equitable order, ordering Defendants to pay all Putative Class members  
3 all wages, interest, and penalties they are owed;

4 2. For an appointment of a receiver to perform an accounting of all monies owed to  
5 these employees;

6 3. For any and all injunctive relief this Court deems necessary pursuant to Business  
7 and Professions Code section 17203;

8 4. For attorneys' fees and costs;

9 5. For prejudgment interest on all amounts owed pursuant to Civil Code sections  
10 3288 and 3291; and

11 6. For any other and further relief that the Court considers proper.

12 **FOURTH CAUSE OF ACTION**

13 ***Failure To Timely Pay Wages At Termination***

14 **(Action Brought By Plaintiff On Behalf Of Himself**

15 **And The Putative Class Against All Defendants)**

16 38. Plaintiff incorporates by reference and re-alleges each and every one of the  
17 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully  
18 set forth herein.

19 39. Labor Code section 201 provides, "If an employer discharges an employee, the  
20 wages earned and unpaid at the time of discharge are due and payable immediately."  
21 Defendants did not pay immediately all wages earned and unpaid to Plaintiff and the Putative  
22 Class upon discharge. Defendants have refused and continue to refuse to pay said wages.

23 40. Pursuant to Labor Code section 203, Defendants have willfully failed to pay  
24 without abatement or reduction, in accordance with Labor Code sections 201 and 202 all of the  
25 minimum, overtime, meal period, and doubletime wages of the Plaintiff and the Putative Class,  
26 as herein alleged. Defendants are aware that they owe the wages claimed by Plaintiff and the  
27 Putative Class, yet Defendants willfully failed to make payment. As a result, Plaintiff seeks  
28 wages and waiting-time penalties pursuant to Labor Code section 203 on behalf of himself and



1 the Putative Class. These penalties consist of up to 30 days of pay for Plaintiff Putative Class  
2 at their regular rates of pay.

3 41. Plaintiff and the Putative Class have been available and ready to receive wages  
4 owed to them.

5 42. Plaintiff and the Putative Class have never refused to receive any payment, nor  
6 have they been absent from their regular places of residence.

7 43. Defendants' failure to pay wages due and owing Plaintiff and the Putative Class,  
8 as indicated in prior paragraphs, was willful; Defendants have knowingly refused to pay any  
9 portion of the amount due and owing Plaintiff and the Putative Class.

10 WHEREFORE, Plaintiff and the Putative Class demand judgment against Defendants,  
11 and each of them, as follows:

- 12 1. For waiting-time penalties under Labor Code section 203;
- 13 2. For costs of suit; and
- 14 3. For any other and further relief that the Court considers just and proper.

15 **FIFTH CAUSE OF ACTION**

16 ***Failure To Provide Lawful Meal Periods***

17 **(Action Brought By Plaintiff On Behalf Of Himself**  
18 **And The Putative Class Against All Defendants)**

19 46. Plaintiff incorporates by reference and re-alleges each and every one of the  
20 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully  
21 set forth herein.

22 47. California law provides that no employer shall employ any person for a work  
23 period of more than five hours without a meal period of not less than 30 minutes. (Lab. Code  
24 §§ 226.7, 512.)

25 48. If an employer fails to provide an employee a legally mandated meal period, the  
26 employer shall pay the employee one hour of pay at the employee's regular rate of  
27 compensation for each five hours of work that the meal period is not provided.

28 49. Defendants have intentionally and improperly denied meal periods to Plaintiff

1 and the Putative Class in violation of Labor Code sections 226.7 and 512.

2 50. At all times relevant hereto, Plaintiff and the other members of the Putative  
3 Class have worked more than five hours in a workday (and often more than ten, fifteen hours,  
4 and twenty hours). At all relevant times hereto, Defendants have failed to provide meal  
5 periods for every five-hour work period as required by California law.

6 51. Plaintiff and the other members of the Putative Class are informed and believe,  
7 and based upon that information and belief allege, that Defendants know or should have  
8 known that Plaintiff and the Putative Class were entitled to meal periods but purposely elected  
9 not to provide these mandated periods.

10 52. Plaintiff seeks meal period premium wages owed to them for the three-year  
11 period measured backward from the date of the filing of the initial Complaint in this matter.

12 53. The exact amount of meal period premium wages owed will not be fully  
13 ascertained until discovery is completed. Until Defendants produce the necessary documents  
14 for an accounting, Plaintiff is unable to determine the exact amount of meal period premium  
15 wages owed.

16 21. Labor Code section 218.6 states, “[I]n any action brought for the nonpayment of  
17 wages, the court shall award interest on all due and unpaid wages at the rate of interest  
18 specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the  
19 date that the wages were due and payable as provided in Part 1 (commencing with Section  
20 200) of Division 2.” Plaintiff seeks such interest on all meal period premium wages owed to  
21 them for the three-year period measured backward from the date of the filing of the initial  
22 Complaint in this matter.

23 WHEREFORE, Plaintiff and the Putative Class demand judgment against Defendants,  
24 and each of them, as follows:

- 25 1. For meal period premiums in an amount according to proof;
- 26 2. For costs of suit; and
- 27 3. For any other and further relief that the Court considers just and proper.

28 ////

1 **SIXTH CAUSE OF ACTION**

2 ***Failure To Pay Overtime And Doubletime Premium Wages***

3 **(Action Brought By Plaintiff On Behalf Of Himself**

4 **And The Putative Class Against All Defendants)**

5 58. Plaintiff incorporates by reference and re-alleges each and every one of the  
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully  
7 set forth herein.

8 59. California law requires payment of overtime premium pay for all hours worked  
9 by non-exempt employees in excess of eight in one day or 40 hours in one week and for the  
10 first eight hours on the seventh-straight day of work in one workweek. (Lab. Code, § 510.) It  
11 further requires payment of doubletime premium pay for all hours worked by non-exempt  
12 employees in excess of twelve hours in one day or in excess of eight hours on the seventh-  
13 straight day of work in a single workweek. (*Ibid.*)

14 60. Time during which a worker cannot leave his or her worksite, even sleeping  
15 time, is considered hours worked under California law. (*Mendiola v. CPS Security Solutions,*  
16 *Inc.* (Cal., Jan. 8, 2015) 15 Cal. Daily Op. Serv. 203.)

17 61. Plaintiff and the Putative Class regularly worked hours for which they were not  
18 paid the overtime or doubletime premium wages. Defendants' overtime and doubletime wage  
19 violations include, but are not limited to, the failure to pay any wages whatsoever to Plaintiff  
20 and the Putative Class for 12 hours each workday, which time lawfully was considered  
21 overtime and/or doubletime hours worked.

22 62. Plaintiff and the Putative Class seek such overtime and doubletime premium  
23 wages owed to them for the three-year period measured backward from the date of the filing of  
24 the initial Complaint in this matter.

25 63. The exact amount of overtime and doubletime premium wages owed will not be  
26 fully ascertained until discovery is completed. Until Defendants produce the necessary  
27 documents for an accounting, Plaintiff is unable to determine the exact amount of overtime  
28 and doubletime premium wages owed.

1           64. Labor Code section 218.6 states, “[I]n any action brought for the nonpayment of  
2 wages, the court shall award interest on all due and unpaid wages at the rate of interest  
3 specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the  
4 date that the wages were due and payable as provided in Part 1 (commencing with Section  
5 200) of Division 2.” Plaintiff seeks such interest on all overtime and doubletime premium  
6 wages owed to them for the three-year period measured backward from the date of the filing of  
7 the initial Complaint in this matter.

8           65. Pursuant to Labor Code section 1194, Plaintiff requests the Court to award  
9 Plaintiff’s reasonable attorney’s fees and costs incurred in this action.

10           WHEREFORE, Plaintiff and the Putative Class demand judgment against Defendants,  
11 and each of them, as follows:

- 12           1. For overtime and doubletime premium wages owed according to proof;
- 13           2. For prejudgment interest pursuant to Labor Code section 218.6 and Civil Code  
14 sections 3288 and 3291 on all amounts claimed;
- 15           3. For attorney’s fees and costs pursuant to Labor Code section 1194;
- 16           4. For costs of suit; and
- 17           5. For any other and further relief that the Court considers just and proper.

18 DATED: February 15, 2015

**PALAY LAW FIRM, APC**

By: 

Michael A. Strauss  
Andrew C. Ellison  
Attorneys for Plaintiff

19  
20  
21  
22  
23  
24  
25  
26  
27  
28