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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10
11 KYLE JENSEN, an individual;
12 CHRISTOPHER BEATTY, an
individual; for themselves and those
13 similarly situated,

14 Plaintiffs,

15 v.

16
17 SECORP INDUSTRIES, a Louisiana
18 partnership; and DOES 1 through 100,
inclusive,

19 Defendants.
20

Case No.

COLLECTIVE ACTION

COMPLAINT

1 **PRELIMINARY STATEMENT**

2 1. Plaintiffs are employees of Defendant Secorp Industries, a Louisiana
3 Partnership (herein “Secorp”) and Does 1 through 100, inclusive (herein, Secorp
4 and Does 1 through 100, inclusive, are collectively referred to as “Defendants”),
5 and bring this action on behalf of themselves and other individuals similarly situated.
6 This is an action for unpaid overtime and other compensation, interest thereon, liquidated
7 damages, costs of suit and reasonable attorney fees, and other relief under the Fair Labor
8 Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*

9 **JURISDICTION AND VENUE**

10 2. Jurisdiction of this action is conferred on this Court by 29 U.S.C. § 216(b).
11 This Court has subject matter jurisdiction pursuant to 29 U.S.C. §§ 207 *et seq.* Venue
12 lies within this district pursuant to 28 U.S.C. § 1391.

13 **THE PARTIES**

14 3. Plaintiff Kyle Jensen is an employee of Defendants.

15 4. Plaintiff Christopher Beatty is a former employee of Defendants.

16 5. Plaintiffs reside and performed work for Defendants in the Central District
17 of California.

18 6. Plaintiffs bring this action on behalf of themselves and other similarly
19 situated individuals, who are non-exempt employees of Defendants due compensation
20 under the overtime provisions of the FLSA, 29 U.S.C. § 207 *et seq.* The amount of wages
21 due each employee may vary.

22 7. Those individuals constitute a well-defined community of interest in the
23 questions of law and fact in this case. The claims of the represented Plaintiffs are typical
24 of the claims of those similarly situated. Thus, the named Plaintiffs will adequately
25 reflect and represent the interests of those similarly situated and have retained counsel
26 competent and experienced in class action and FLSA litigation.

27 8. There is no conflict as to the individually named Plaintiffs and other
28 members of the class with respect to this action or with respect to the claims for relief set

1 forth herein.

2 9. Pursuant to 29 U.S.C. sections 216(b) and 256, the named Plaintiffs herein
3 have executed and hereby filed with the Court their consents in writing to become party
4 Plaintiffs in this action, which are appended hereto collectively as **Exhibit A**. When other
5 individuals similarly situated join this action, their consents will be filed with the Court.
6 These written consent forms set forth each such person's name and intent to be a party to
7 this lawsuit.

8 10. Defendant Secorp Industries is a Louisiana partnership that does business
9 and maintains an office in the County of Ventura, California, located at 2550 Eastman
10 Ave, No. 3, Ventura, California 93003.

11 11. Defendant Secorp is an "employer" within the meaning of 29 U.S.C. §
12 203(d) and an "enterprise" under 29 U.S.C. § 203(r).

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

19 13. Each of the Defendants acted as the agent or employee of the others and each
20 acted within the scope of that agency or employment.

21 **FACTS**

22 14. Defendants provide services to drilling operations off the California coast,
23 including on fixed oil platforms on the Outer Continental Shelf. Defendants employ
24 hourly employees who work on these oil platforms and travel between them when
25 necessary. Defendants mandate that these hourly workers perform their work in
26 "hitches," which are multiple-day shifts (typically seven days in length).

27 15. Plaintiffs and their co-workers were emergency medical technicians and
28 paramedics who performed additional duties that included monitoring safety equipment

1 and dispatching boats and helicopters. Although Plaintiffs and their co-workers worked
2 12-hour shifts each day during their hitch, they always remained on call and responsible
3 to attending to emergency medical issues, alarms, and dispatching duties that arose during
4 and after their scheduled shifts.

5 16. Each of the Plaintiffs and their co-workers was typically the sole person
6 performing these duties at any given time on their assigned oil platform. Each of the
7 Plaintiffs and their co-workers was confined to his or her assigned oil platform for the
8 duration of his or her hitch, although sometimes they had to travel to a different platform
9 to attend to their duties as a result of that platform not having on its staff an employee
10 with their duties.

11 17. Plaintiffs bring this action on behalf of themselves and other similarly
12 situated employees as authorized under the FLSA, 29 U.S.C. § 216(b). The FLSA
13 Collective is defined as: “Each and every current and former hourly employee of Secorp
14 Industries (“Secorp”), who, at any time between February 9, 2015 and the present,
15 worked a multi-day hitch for Secorp on an oil platform off any coast of the United States.”

16 18. Defendants failed to compensate Plaintiffs and the FLSA Collective for all
17 hours they were on their assigned platforms, since Plaintiffs and the FLSA Collective
18 were always on call, both during and after their scheduled 12-hour shifts, as alleged
19 herein. During this on-call time, Plaintiffs and the FLSA Collective were engaged to
20 wait, and thus their on-call time was compensable hours worked under the FLSA. Despite
21 all their time being compensable, Defendants only paid Plaintiffs and the FLSA
22 Collective the equivalent of 13 hours of pay each workday, leaving the remaining 11
23 uncompensated at overtime rates.

24 19. Defendants also failed to compensate Plaintiffs and the FLSA Collective at
25 the correct overtime rate of pay for overtime hours worked because Defendants failed to
26 include the following in their regular hourly rates of pay:

- 27 a. Compensation for meals provided by the employer;
- 28 b. Compensation for lodging provided by the employer; and

1 c. Any other remuneration still unknown that was provided by the
2 employer.

3 20. All the above behaviors and actions were knowing, intentional and willful
4 on the part of Defendants.

5 21. Defendants knew that Plaintiffs and the FLSA Collective performed work
6 that required the payment of wages for all time spent on call and the calculation of
7 overtime rates to include the value of all remuneration received including meals and
8 lodging.

9 22. Defendants operated under a scheme to deprive these employees of overtime
10 compensation by failing to properly compute and compensate all hours worked by not
11 including the value of these remunerations in their overtime rate.

12 23. Defendants are liable under the FLSA for failing to properly compensate
13 Plaintiffs and the FLSA Collective, and as such, notice should be sent to the Collective.
14 There are numerous similarly situated current and former workers who have been denied
15 overtime pay by Defendants in violation of the FLSA who would benefit from the
16 issuance of Court-supervised notice of this lawsuit and the opportunity to join. Those
17 similarly situated workers are known to Defendants and should be readily identifiable
18 through Defendants' records.

19 **FIRST CAUSE OF ACTION**

20 ***Failure to Pay Overtime Premium Wages (29 U.S.C. § 207(a))***

21 **(Action Brought by Plaintiffs on Behalf of Themselves**

22 **And the FLSA Collective Against All Defendants)**

23 24. Plaintiffs incorporate by reference and re-alleges each and every one of the
24 allegations contained in the preceding and foregoing paragraphs of this Complaint as if
25 fully set forth herein.

26 25. Federal law requires payment of overtime premium pay for all hours worked
27 by non-exempt employees in excess of 40 hours in one week. 29 U.S.C. § 207(a). Such
28 overtime pay must be equal to or exceed a rate of 1.5 times the employee's regular rate

1 of pay. To calculate the “regular rate” of pay under federal law, all remuneration received
2 by an employee in a workweek in which overtime is not worked is included in the
3 calculation. 29 U.S.C. § 207(e). The reasonable cost of meals and lodging provided to
4 employees in addition to their wages must be included in the employees’ regular rate of
5 pay for the purpose of calculating overtime wages under section 207. 29 C.F.R. §
6 778.116.

7 26. Plaintiffs and the FLSA Collective regularly worked hours for which they
8 were not paid the overtime premium wages under federal law. Defendants violated the
9 FLSA’s overtime provisions in numerous respects, including but not limited to the
10 following:

11 a. Failing to compensate Plaintiffs and the FLSA Collective at the
12 proper overtime rate for all hours worked in excess of forty (40) in a workweek for the
13 following categories of hours worked:

14 i. Time spent on the employer’s premises due to the reasonable
15 inability to leave;

16 ii. Time spent on-call on the employer’s premises and engaged to
17 wait as those terms are defined by federal regulations and case law;

18 iii. Time spent donning, doffing, and retrieving job-related
19 protective gear (such as fire-retardant clothing) before and after working their 12-hour
20 shifts;

21 iv. Time spent “handing off” a shift to the relief employee and/or
22 receiving such a hand-off from the employee who was relieved;

23 v. All time spent traveling to and back from shore, including but
24 not limited to time spent waiting for the ship to take them to the platform or back to shore;

25 vi. All time spent responding to alarms and drills or other calls to
26 muster after hours; and

27 b. Failing to compensate Plaintiffs and the FLSA Collective at the
28 correct overtime rate of pay for overtime hours worked because Defendants failed to

1 include the following in the FLSA Collective's regular hourly rates of pay:

- 2 i. Compensation for performance-related bonuses;
- 3 ii. Compensation for meals provided by the employer; and
- 4 iii. Compensation for lodging provided by the employer.

5 27. Defendants' violations of the FLSA as alleged herein have been done in a
6 willful and bad faith manner such that Plaintiffs are entitled to damages equal to the
7 amount of overtime premium pay within the statutory period, plus periods of equitable
8 tolling. As a result of the aforesaid willful violations of the FLSA, overtime
9 compensation has been unlawfully withheld by Defendants from Plaintiffs for which
10 Defendants are liable under 29 U.S.C. § 216(b), together with an additional equal amount
11 as liquidated damages, as well as interest, reasonable attorneys' fees and costs.

12 28. This FLSA claim relates back to the February 9, 2018 filing of Plaintiffs'
13 original complaint in the action entitled *Jensen v. Safety Equip. Corp.*, Ventura County
14 Superior Court case number 56-2018-00507974-CU-OE-VTA (later removed to the
15 Central District as case number 2:18-CV-02890-RGK-GJS), which alleged overtime
16 violations under California law under the same set of operative facts as those which form
17 the basis for Plaintiffs' FLSA overtime claim. Defendants had notice of the existence of
18 potential overtime claims and are not prejudiced by having to gather and preserve any
19 new evidence as a result of the instant FLSA claim. Plaintiffs acted reasonably and in
20 good faith in pursuing their state overtime claims, because no court had ever held that
21 state overtime claims do not apply to work performed on the outer continental shelf, and
22 Plaintiffs gave notice of the existence of their overtime claims within the statutory period,
23 which alerted Defendants to the need to begin investigating the facts that form the basis
24 for this FLSA claim.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs and the FLSA Collective demand judgment against
27 Defendants, and each of them, as follows:

- 28 1. For all overtime wages owed pursuant to 29 U.S.C. § 207;

DEMAND FOR JURY TRIAL

Plaintiffs Kyle Jensen and Christopher Beatty hereby demand a trial by jury.

DATED: September 13, 2019

STRAUSS & STRAUSS, APC

By: /s/ Michael A. Strauss

Michael A. Strauss

Aris E. Karakalos

Andrew C. Ellison

Attorneys for Plaintiffs

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Complaints and Other Initiating Documents

2:19-cv-07980 Jensen et al v. Secorp Industries et al

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Strauss, Michael on 9/13/2019 at 4:18 PM PDT and filed on 9/13/2019

Case Name: Jensen et al v. Secorp Industries et al
Case Number: 2:19-cv-07980
Filer: Kyle Jensen
Document Number: 1

Docket Text:

COMPLAINT Receipt No: 0973-24437882 - Fee: \$400, filed by Plaintiffs Kyle Jensen and Christopher Beatty Kyle Jensen. (Attachments: # (1) Exhibit "A" to Complaint, # (2) Civil Cover Sheet) (Attorney Michael Anthony Strauss added to party Kyle Jensen(pty:pla))(Strauss, Michael)

2:19-cv-07980 Notice has been electronically mailed to:

Michael Anthony Strauss mike@strausslawyers.com, dc@palaylaw.com, strama3@gmail.com

2:19-cv-07980 Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :

Christopher Beatty

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\FLSA Complaint - Jensen.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=9/13/2019] [FileNumber=28406477-0]
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9ff761ff342652a70f5f34ddab88a42df38baea16f06b539f5e21c8cae24b]]

Document description:Exhibit "A" to Complaint

Original filename:C:\fakepath\Exhibit A - Consents - Named Plaintiffs.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=9/13/2019] [FileNumber=28406477-1]
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Document description:Civil Cover Sheet

Original filename:C:\fakepath\Civil Case Cover Sheet.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=9/13/2019] [FileNumber=28406477-2]
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