

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
Hon. Raymond P. Moore**

**Civil Action No. 1:14-cv-01000-RM-CBS**

**MITCH SHEPPARD, individually and on behalf of all persons similarly situated,**

**Plaintiff,**

**v.**

**WEATHERFORD INTERNATIONAL, LLC F/K/A WEATHERFORD INTERNATIONAL,  
INC., and PRECISION ENERGY SERVICES, INC.,**

**Defendants.**

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**FIRST AMENDED CLASS AND COLLECTIVE ACTION COMPLAINT**

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Plaintiff Mitch Sheppard (“Plaintiff”), through his undersigned counsel, individually and on behalf of all persons similarly situated, files this First Amended Complaint against Defendants Weatherford International, LLC f/k/a Weatherford International, Inc. (“Weatherford”) and Precision Energy Services, Inc. (“Precision”)<sup>1</sup> (collectively “Defendants”), seeking all available relief under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* (“FLSA”), and the laws of the states of North Dakota and Colorado. This amendment is filed pursuant to Fed. R. Civ. P. 15(a)(1)(A), and it relates

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<sup>1</sup> Plaintiff’s Initial Class and Collective Action Complaint, filed April 8, 2014, brought claims against Defendant Weatherford International, LLC f/k/a Weatherford International, Inc. (“Weatherford”). In its Answer, Weatherford asserted that Plaintiff was employed by Precision Energy Services, Inc., an affiliate of Weatherford. See Answer at n.1 (Dkt No. 11). Accordingly, Plaintiff files this First Amended Complaint and names Precision Energy Services, Inc. as an additional Defendant in the pending action.

back, as to all named Defendants, to the date of the original pleading pursuant to Fed. R. Civ. P. 15(c).

The following allegations are based on personal knowledge as to Plaintiff's own conduct and are made on information and belief as to the acts of others.

### **JURISDICTION AND VENUE**

1. Jurisdiction over Plaintiff's FLSA claim is proper under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

2. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Plaintiff's state law claims because those claims derive from a common nucleus of operative facts.

3. Venue in this Court is proper pursuant to 28 U.S.C. § 1391. Plaintiff is a resident of this judicial district; a substantial part of the events giving rise to Plaintiff's claims occurred within this judicial district; and Weatherford and Precision do business within this judicial district.

### **PARTIES**

4. Plaintiff Mitch Sheppard ("Plaintiff") is an individual currently residing in Wellington, Colorado.

5. Plaintiff was employed by Defendant Weatherford International, LLC f/k/a Weatherford International, Inc. as a Measurement While Drilling Field Engineer ("MWD"), performing manual labor on oil rigs in Colorado, Montana, North Dakota, and Utah from December 2011 through August 2012.

6. Plaintiff was employed by Precision Energy Services, Inc. as a

Measurement While Drilling Field Engineer (“MWD”), performing manual labor on oil rigs in Colorado, Montana, North Dakota, and Utah from December 2011 through August 2012.

7. Defendant Weatherford International, LLC f/k/a Weatherford International, Inc. (“Weatherford”) is a subsidiary of Weatherford International, Ltd. Weatherford International, Inc. was incorporated in Delaware. Effective March 31, 2013, Weatherford International, Inc. converted its corporate form from a Delaware corporation to a Delaware limited liability company, and changed its name to Weatherford International, LLC.

8. Weatherford International, LLC currently maintains its corporate headquarters in Houston, Texas. Weatherford provides equipment and services used in the drilling, evaluation, completion, production, and intervention of oil and natural gas wells worldwide. Weatherford also offers drilling services, including measurement while drilling and logging while drilling, rotary steerable systems, directional drilling services, controlled pressure drilling, managed pressure drilling, under balanced drilling, air drilling, well testing, drilling-with-casing and drilling-with-liner systems, and surface logging systems. Weatherford serves exploration, production, and transmission sectors of the oil and natural gas industry.

9. Defendant Precision Energy Services, Inc. (“Precision”) is a wholly owned subsidiary of Weatherford International, Ltd. Precision Energy Services, Inc. was incorporated in Delaware and maintains its headquarters in Houston, Texas. On or about June 6, 2005, Weatherford International, Ltd. purchased Precision.

10. Defendants Weatherford and Precision are joint employers.

11. Weatherford employed Plaintiff and has employed and continues to employ similarly situated employees.

12. Weatherford employs individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person, as required by 29 U.S.C. §§ 206-207.

13. Weatherford's annual gross volume of sales made or business done exceeds \$500,000.

14. Weatherford is not an independently owned and controlled local enterprise within the meaning of 29 U.S.C. § 207(b)(3).

15. Precision employed Plaintiff and has employed and continues to employ similarly situated employees.

16. Precision employs individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person, as required by 29 U.S.C. §§ 206-207.

17. Precision's annual gross volume of sales made or business done exceeds \$500,000.

18. Precision is not an independently owned and controlled local enterprise within the meaning of 29 U.S.C. § 207(b)(3).

### **CLASS DEFINITIONS**

19. Plaintiff brings Count I of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b) as a collective action on behalf of himself and the following class of potential opt-in plaintiffs:

All current or former employees of either Weatherford International, LLC f/k/a Weatherford International, Inc. (“Weatherford”) or Precision Energy Services, Inc. (“Precision”) who performed work for Weatherford or Precision in the United States at any time between April 8, 2011 and the present, and who were paid pursuant to a combination of salary plus day rate (also known as “field bonus”) (the “FLSA Class”).

20. Plaintiff brings Counts II and III of this lawsuit as a class action pursuant to FED. R. CIV. P. 23(a) and (b)(3), on behalf of himself and the following class:

All current or former employees of either Weatherford International, LLC f/k/a Weatherford International, Inc. (“Weatherford”) or Precision Energy Services, Inc. (“Precision”) who performed work for Weatherford or Precision in North Dakota at any time between April 8, 2012 and the present, and who were paid pursuant to a combination of salary plus day rate (also known as “field bonus”) (the “North Dakota Class”).

21. Plaintiff brings Counts IV and V of this lawsuit as a class action pursuant to FED. R. CIV. P. 23(a) and (b)(3), on behalf of himself and the following class:

All current or former employees of either Weatherford International, LLC f/k/a Weatherford International, Inc. (“Weatherford”) or Precision Energy Services, Inc. (“Precision”) who performed work for Weatherford or Precision in Colorado at any time between April 8, 2011 and the present, and who were paid pursuant to a combination of salary plus day rate (also known as “field bonus”) (the “Colorado Class”).

22. The FLSA Class, North Dakota Class, and Colorado Class are together referred to herein as the “Classes.”

23. Plaintiff reserves the right to redefine the Classes prior to filing his motion for notice to similarly situated employees pursuant to 29 U.S.C. § 216(b), or prior to

filing his motion for class certification pursuant to FED. R. CIV. P. 23(a) and (b)(3), and thereafter, as necessary.

### **FACTS**

24. Weatherford employs Class Members throughout the United States.

25. Precision employs Class Members throughout the United States.

26. From approximately December 2011 through August 2012, Plaintiff was employed as a MWD Field Engineer by Weatherford in Colorado, Montana, North Dakota, and Utah.

27. From approximately December 2011 through August 2012, Plaintiff was employed as a MWD Field Engineer by Precision in Colorado, Montana, North Dakota, and Utah.

28. The rigs on which Plaintiff and the Classes work are not used as a means of transportation.

29. Plaintiff and Class Members are primarily engaged in manual labor duties such as handling, monitoring and maintaining oil and gas drilling equipment.

30. Plaintiff and Class Members exercise little to no discretion in performing their jobs. Rather, in performing their jobs, Plaintiff and Class Members apply their knowledge of oil and gas drilling to follow prescribed procedures or determine which procedure to follow.

31. Plaintiff and Class Members have no input as to staffing jobs or setting production goals. All decisions regarding staffing and production are handled by upper-level managers.

32. Plaintiff and Class Members do not manage a customarily recognized department or subdivision of Weatherford.

33. Plaintiff and Class Members do not manage a customarily recognized department or subdivision of Precision.

34. Plaintiff and Class Members do not direct the work of any other full-time employees or their equivalent.

35. Plaintiff and Class Members have no discretion to hire or fire employees. All decisions regarding hiring and firing are handled by upper-level managers.

36. Plaintiff and Class Members have no authority to discipline or promote employees. All decisions regarding discipline or promotions are handled by upper-level managers.

37. Plaintiff and Class Members have no authority to enter into agreements or contracts with clients or customers. All decisions regarding customer agreements or contracts are handled by upper-level managers.

38. Plaintiff and Class Members have no independent authority to spend company funds.

39. Upon information and belief, in 2006, shortly following Weatherford's acquisition of Precision, Precision employees became employees of Weatherford and were required to fill out paperwork distributed by Weatherford, received training from Weatherford employees, and were given Weatherford-issued apparel.

40. Weatherford had the authority to hire and fire Plaintiff and members of the Classes. As an example of this authority, Weatherford issued Plaintiff his offer letter

(hereinafter “Plaintiff’s Offer Letter”). A true and correct copy of Plaintiff’s Offer Letter is attached hereto as Exhibit A. Upon information and belief, Weatherford distributed the same or substantially similar offer letters to members of the Classes.

41. As evidenced by Plaintiff’s Offer Letter, Weatherford provided health insurance and related employee benefits to Plaintiffs and members of the Classes. See Exhibit A.

42. Weatherford has the authority to control Plaintiff’s and members of the Classes’ employment conditions. As an example of this authority, Weatherford distributed employee handbooks and training materials. See, e.g. Plaintiff’s “QHSSE Passbook,” a true and correct copy of which is attached hereto as Exhibit B.

43. Weatherford has the authority to determine rates and methods of payment for Plaintiff and members of the Classes. As an example of this authority, Weatherford issued Plaintiff earning statements and paychecks bearing its name, through its wholly owned subsidiary Weatherford U.S., L.P. (“WUSLP”), which it contracts for its payroll services. A true and correct copy of Plaintiff’s earning statement is attached hereto as Exhibit C. Upon information and belief, Weatherford distributed the same statements and paychecks to members of the Classes.

44. Weatherford was also involved in the day-to-day activities at Plaintiff’s and members of the Classes’ work sites. As an example of this involvement, Weatherford employees lead training sessions and oversaw Plaintiff’s and members of the Classes’ daily duties.

45. Plaintiff and the Classes are classified as non-exempt from the overtime

pay mandates of the FLSA and corresponding state wage and hour laws.

46. Plaintiff and the Classes are paid a fixed salary per week, regardless of the number of hours worked each week.

47. In addition, Plaintiff and the Classes are paid a lump sum for each day they work in the field. This lump sum is known as a “day rate” or “field bonus.”

48. Plaintiff and the Classes are also eligible to receive and do receive additional payments, such as car allowances, bonuses and incentive payments.

49. Weatherford does not maintain accurate records of the hours that Plaintiff and the Classes worked each workday and the total hours worked each workweek as required by the FLSA. See 29 C.F.R. § 516.2(a)(7).

50. Precision does not maintain accurate records of the hours that Plaintiff and the Classes worked each workday and the total hours worked each workweek as required by the FLSA. See 29 C.F.R. § 516.2(a)(7).

51. Plaintiff and the Classes routinely work in excess of forty hours per week each week.

52. Plaintiff and the Classes do not work a regular fixed number of hours in excess of forty hours each workweek.

53. Plaintiff and the Classes did not work the same schedule each week.

54. Plaintiff and the Classes did not work the same number of days per week, or the same number of overtime hours (hours over forty) per week.

55. Plaintiff estimates that he routinely worked in excess of twelve hours per day, and he often worked shifts in excess of eighteen hours per day. Plaintiff observed

that the members of the Classes routinely work the same schedule which is common in the industry.

56. Plaintiff often worked many days in a row, because the rigs require constant work, and this is common in the industry.

57. Neither the day rate nor the salary that Plaintiff and similarly situated employees were paid take into account the number of hours worked by Plaintiff and the Classes in a given workweek.

58. Neither the day rate nor the salary that Plaintiff and similarly situated employees received are determined with reference to any assigned hourly rate.

59. Weatherford did not pay Plaintiff and the Classes overtime compensation for hours worked over forty per workweek.

60. Precision did not pay Plaintiff and the Classes overtime compensation for hours worked over forty per workweek.

### **COLLECTIVE ACTION ALLEGATIONS**

61. Plaintiff brings this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of the FLSA Class, as defined above.

62. Plaintiff desires to pursue his FLSA claims on behalf of all individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

63. Plaintiff and the FLSA Class are “similarly situated” as that term is used in 29 U.S.C. § 216(b) because, *inter alia*, all such individuals currently work or have worked pursuant to Weatherford and/or Precision’s previously described common business and compensation practices as described herein, and, as a result of such

practices, have not been paid the full and legally mandated overtime premium for hours worked over forty during the workweek. Resolution of this action requires inquiry into common facts, including, *inter alia*, Weatherford and/or Precision's common compensation, timekeeping and payroll practices.

64. Specifically, Weatherford paid Plaintiff and the FLSA Class a set salary per week, plus a lump sum payment for every day they worked in the field, regardless of the number of hours that Plaintiff and the FLSA Class actually worked.

65. Weatherford paid Plaintiff and the FLSA Class these payments, even though Plaintiff and the FLSA Class do not work a fixed regular number of hours in excess of forty hours each workweek.

66. The fixed sum paid to Plaintiff and the FLSA Class by Weatherford is not related to any overtime rate calculated from salary payments.

67. The similarly situated employees are known to Weatherford, are readily identifiable, and can be located through Weatherford's business and human resource records.

68. Weatherford employs many FLSA Class Members throughout the United States. These similarly situated employees may be readily notified of this action through direct U.S. mail and/or other means, and allowed to opt into it pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for overtime compensation, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

69. Precision paid Plaintiff and the FLSA Class a set salary per week, plus a

lump sum payment for every day they worked in the field, regardless of the number of hours that Plaintiff and the FLSA Class actually worked.

70. Precision paid Plaintiff and the FLSA Class these payments, even though Plaintiff and the FLSA Class do not work a fixed regular number of hours in excess of forty hours each workweek.

71. The fixed sum paid to Plaintiff and the FLSA Class by Precision is not related to any overtime rate calculated from salary payments.

72. The similarly situated employees are known to Precision, are readily identifiable, and can be located through Precision's business and human resource records.

73. Precision employs many FLSA Class Members throughout the United States. These similarly situated employees may be readily notified of this action through direct U.S. mail and/or other means, and allowed to opt into it pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for overtime compensation, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

#### **CLASS ACTION ALLEGATIONS**

74. Plaintiff brings this action as a class action pursuant to FED. R. CIV. P. 23(a) and (b)(3) on behalf of himself, North Dakota Class and the Colorado Class, as defined above.

75. The members of the North Dakota Class and Colorado Class are so numerous that joinder of all members is impracticable. Based on information and belief,

the number of North Dakota Class and Colorado Class members each exceed forty (40) individuals.

76. Plaintiff will fairly and adequately represent and protect the interests of the North Dakota Class and the Colorado Class because there is no conflict between the claims of Plaintiff and those of the North Dakota Class or the Colorado Class, and Plaintiff's claims are typical of the claims of the North Dakota Class and the Colorado Class. Plaintiff's counsel are competent and experienced in litigating class actions and other complex litigation matters, including wage and hour cases like this one.

77. There are questions of law and fact common to the proposed North Dakota Class and the Colorado Class which predominate over any questions affecting only individual Class members, including, without limitation: whether Weatherford has violated and continues to violate the laws of North Dakota and Colorado through its policy or practice of not paying its non-exempt employees overtime compensation; whether Precision has violated and continues to violate the laws of North Dakota and Colorado through its policy or practice of not paying its non-exempt employees overtime compensation; whether Weatherford's conduct was willful; whether Precision's conduct was willful; and the nature and extent of relief.

78. Plaintiff's claims are typical of the claims of the North Dakota Class and the Colorado Class in the following ways: 1) Plaintiff is a member of each of these Classes; 2) Plaintiff's claims arise out of the same policies, practices and course of conduct that form the basis of the claims of the North Dakota Class and the Colorado Class; 3) Plaintiff's claims are based on the same legal and remedial theories as those

of the North Dakota Class and the Colorado Class and involve similar factual circumstances; 4) there are no conflicts between the interests of Plaintiff and the members of the North Dakota Class and Colorado Class; and 5) the injuries suffered by Plaintiff are similar to the injuries suffered by members of the North Dakota Class and Colorado Class.

79. Class certification is appropriate under FED. R. CIV. P. 23(b)(3) because questions of law and fact common to the North Dakota Class and Colorado Class predominate over any questions affecting only individual Class members.

80. Class action treatment is superior to the alternatives for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expenses that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. The North Dakota Class and Colorado Class are readily identifiable from Precision's and/or Weatherford's business and human resource records. Prosecution of separate actions by individual members of the North Dakota Class and Colorado Class would create the risk of inconsistent or varying adjudications with respect to individual North Dakota Class and Colorado Class members that would establish incompatible standards of conduct for Precision and Weatherford.

81. A class action is superior to other available methods for adjudication of

this controversy because joinder of all members is impractical. Furthermore, the amounts at stake for many members of the North Dakota Class and Colorado Class, while substantial, are not great enough to enable them to maintain separate suits against Precision and Weatherford.

82. Without a class action, Precision and Weatherford will likely retain the benefit of their wrongdoing, which will result in further damages to Plaintiff, the North Dakota Class and the Colorado Class. Plaintiff envisions no difficulty in the management of this action as a class action, and many similar cases have proceeded as class actions without difficulty and have been efficiently resolved.

**COUNT I**  
**Violation of the FLSA**  
**(On Behalf of the FLSA Class)**

83. All previous paragraphs are incorporated as though fully set forth herein.

84. The FLSA requires that covered employees be compensated for all hours worked in excess of forty hours per week at a rate not less than one and one-half times the regular rate at which he/she is employed. See 29 U.S.C. § 207(a)(1).

85. The FLSA provides that, if an employee is paid a flat sum for a day's work or for doing a particular job, and if he receives no other form of compensation for services, the employee is entitled to extra half-time pay at his regular rate for all hours worked in excess of forty in the workweek. See 29 C.F.R. § 778.112.

86. The FLSA also provides that "a lump sum which is paid for work performed during overtime hours without regard to the number of hours worked does not qualify as an overtime premium even though the amount of money may be equal to

or greater than the sum owed on a per hour basis.” 29 C.F.R. § 778.310.

87. Weatherford’s compensation scheme applicable to Plaintiff and the FLSA Class fails to comply with either 29 U.S.C. § 207(a)(1), 29 C.F.R. § 778.112, or 29 C.F.R. § 778.310.

88. Precision’s compensation scheme applicable to Plaintiff and the FLSA Class fails to comply with either 29 U.S.C. § 207(a)(1), 29 C.F.R. § 778.112, or 29 C.F.R. § 778.310.

89. Weatherford knowingly fails to compensate Plaintiff and the FLSA Class at a rate of one and one-half times their regular hourly wage for hours worked in excess of forty hours per week, in violation of 29 U.S.C. § 207(a)(1).

90. Precision knowingly fails to compensate Plaintiff and the FLSA Class at a rate of one and one-half times their regular hourly wage for hours worked in excess of forty hours per week, in violation of 29 U.S.C. § 207(a)(1).

91. During all relevant times, Plaintiff and the FLSA Class were covered employees entitled to the above-described FLSA protections.

92. In violating the FLSA, Weatherford has acted willfully and with reckless disregard of clearly applicable FLSA provisions.

93. In violating the FLSA, Precision has acted willfully and with reckless disregard of clearly applicable FLSA provisions.

**COUNT II**  
**Violation of North Dakota Wage Laws**  
**(On behalf of the North Dakota Class)**

94. All previous paragraphs are incorporated as though fully set forth herein.

95. Title 34 of the North Dakota Century Code and its implementing regulations (“North Dakota Wage Laws”) require that employees be compensated for all hours worked in excess of forty hours per week at a rate not less than one and one-half times the regular rate at which he is employed. See N.D. Cent. Code § 34-06; N.D. Admin. Code § 46-02-07-02(4).

96. The North Dakota Wage Laws also provide that, if an employee is paid a flat sum for a day’s work, and if he receives no other form of compensation for services, the employee is entitled to extra half-time pay at his regular rate for all hours worked in excess of forty in the workweek. See N.D. Admin. Code § 46-03-01-01(5).

97. Weatherford’s compensation scheme applicable to Plaintiff and the North Dakota Class failed to comply with either N.D. Admin. Code § 46-02-07-02(4) or N.D. Admin. Code § 46-03-01-01(5).

98. Precision’s compensation scheme applicable to Plaintiff and the North Dakota Class failed to comply with either N.D. Admin. Code § 46-02-07-02(4) or N.D. Admin. Code § 46-03-01-01(5).

99. Weatherford knowingly failed to compensate Plaintiff and the North Dakota Class at a rate of one and one-half times their regular hourly wage for hours worked in excess of forty hours per week, in violation of N.D. Admin. Code § 46-02-07-02(4) and N.D. Admin. Code § 46-03-01-01(5).

100. Precision knowingly failed to compensate Plaintiff and the North Dakota Class at a rate of one and one-half times their regular hourly wage for hours worked in excess of forty hours per week, in violation of N.D. Admin. Code § 46-02-07-02(4) and

N.D. Admin. Code § 46-03-01-01(5).

101. During all relevant times, Plaintiff and the North Dakota Class were covered employees entitled to the above-described North Dakota Wage Laws' protections.

102. In violating the North Dakota Wage Laws, Weatherford has acted willfully and with reckless disregard of clearly applicable provisions of the North Dakota Wage Laws.

103. In violating the North Dakota Wage Laws, Precision has acted willfully and with reckless disregard of clearly applicable provisions of the North Dakota Wage Laws.

**COUNT III**  
**Unjust Enrichment Under North Dakota Law**  
**(On Behalf of the North Dakota Class)**

104. All previous paragraphs are incorporated as though fully set forth herein.

105. Weatherford has received and benefited from the uncompensated labors of Plaintiff and the North Dakota Class, such that to retain said benefit without compensation would be inequitable and rise to the level of unjust enrichment.

106. Precision has received and benefited from the uncompensated labors of Plaintiff and the North Dakota Class, such that to retain said benefit without compensation would be inequitable and rise to the level of unjust enrichment.

107. At all relevant times hereto, Weatherford devised and implemented a plan to increase its earnings and profits by fostering a scheme of securing work from Plaintiff and the North Dakota Class without paying overtime compensation for all hours worked.

108. At all relevant times hereto, Precision devised and implemented a plan to

increase its earnings and profits by fostering a scheme of securing work from Plaintiff and the North Dakota Class without paying overtime compensation for all hours worked.

109. Contrary to all good faith and fair dealing, Weatherford induced Plaintiff and the North Dakota Class to perform work while failing to pay overtime compensation for all hours worked as required by law.

110. Contrary to all good faith and fair dealing, Precision induced Plaintiff and the North Dakota Class to perform work while failing to pay overtime compensation for all hours worked as required by law.

111. By reason of having secured the work and efforts of Plaintiff and the North Dakota Class without paying overtime compensation as required by law, Weatherford enjoyed reduced overhead with respect to their labor costs, and therefore realized additional earnings and profits to its own benefit and to the detriment of Plaintiff and the North Dakota Class.

112. By reason of having secured the work and efforts of Plaintiff and the North Dakota Class without paying overtime compensation as required by law, Precision enjoyed reduced overhead with respect to their labor costs, and therefore realized additional earnings and profits to its own benefit and to the detriment of Plaintiff and the North Dakota Class.

113. Weatherford retained and continues to retain such benefits contrary to the fundamental principles of justice, equity, and good conscience.

114. Precision retained and continues to retain such benefits contrary to the fundamental principles of justice, equity, and good conscience.

115. Plaintiff and the North Dakota Class are entitled to judgment in an amount equal to the benefits unjustly retained by Weatherford.

116. Plaintiff and the North Dakota Class are entitled to judgment in an amount equal to the benefits unjustly retained by Precision.

**COUNT IV**  
**Violation of Colorado Wage Laws**  
**(On Behalf of the Colorado Class)**

117. All previous paragraphs are incorporated as though fully set forth herein.

118. Overtime compensation due to Colorado workers is governed by the Colorado Minimum Wage Act (“CMWA”), COLO. REV. STAT. §§ 8-6-101 *et seq.*, as implemented by COLO. CODE REGS. §§ 1103-1:2 *et seq.* and the Colorado Wage Act (“CWA”) COLO. REV. STAT. §§ 8-4-101 through 8-4-123.

119. Weatherford is subject to the overtime requirements of the CMWA and CWA, because Weatherford is a commercial support service company that is directly or indirectly engaged in providing service to other commercial firms through the use of service employees such as Plaintiff and the Colorado Class. 7 COLO. CODE REGS. §§ 1103-1:1 and 1103-1:2(B).

120. Precision is subject to the overtime requirements of the CMWA and CWA, because Precision is a commercial support service company that is directly or indirectly engaged in providing service to other commercial firms through the use of service employees such as Plaintiff and the Colorado Class. 7 COLO. CODE REGS. §§ 1103-1:1 and 1103-1:2(B).

121. Plaintiff and the Colorado Class are entitled to protection under the CMWA

and CWA, because they are employees who provide equipment operations services to Weatherford. 7 COLO. CODE REGS. § 1103-1:2(B).

122. Plaintiff and the Colorado Class are entitled to protection under the CMWA and CWA, because they are employees who provide equipment operations services to Precision. 7 COLO. CODE REGS. § 1103-1:2(B).

123. Weatherford is required under Colorado law to pay Plaintiff and the Colorado Class for time worked during their scheduled shifts and additional shifts. 7 COLO. CODE REGS. § 1103-1:2.

124. Precision is required under Colorado law to pay Plaintiff and the Colorado Class for time worked during their scheduled shifts and additional shifts. 7 COLO. CODE REGS. § 1103-1:2.

125. Weatherford is required under Colorado law to pay Plaintiff and the Colorado Class time and one-half the regular rate of pay for any work in excess of: “(1) forty (40) hours per workweek; (2) twelve (12) hours per workday, or (3) twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.” 7 COLO. CODE REGS. § 1103-1:4.

126. Precision is required under Colorado law to pay Plaintiff and the Colorado Class time and one-half the regular rate of pay for any work in excess of: “(1) forty (40) hours per workweek; (2) twelve (12) hours per workday, or (3) twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.” 7 COLO.

CODE REGS. § 1103-1:4.

127. Weatherford willfully failed to pay Plaintiff and the Colorado Class overtime wages at a rate of one and one-half times their regular rate of pay to which they are entitled under 7 COLO. CODE REGS. § 1103-1:4.

128. Precision willfully failed to pay Plaintiff and the Colorado Class overtime wages at a rate of one and one-half times their regular rate of pay to which they are entitled under 7 COLO. CODE REGS. § 1103-1:4.

129. By virtue of Weatherford's failure to pay Plaintiff and the Colorado Class members the legally required overtime wages for all hours worked in excess of 40 hours per week and/or 12 hours per day, Weatherford willfully violated the CMWA and CWA.

130. By virtue of Precision's failure to pay Plaintiff and the Colorado Class members the legally required overtime wages for all hours worked in excess of 40 hours per week and/or 12 hours per day, Precision willfully violated the CMWA and CWA.

131. As a result of Weatherford's willful violations of Colorado law, Plaintiff and the Colorado Class are entitled to recover from Weatherford their unpaid overtime wages together with the costs of suit.

132. As a result of Precision's willful violations of Colorado law, Plaintiff and the Colorado Class are entitled to recover from Precision their unpaid overtime wages together with the costs of suit.

**COUNT V**  
**Unjust Enrichment Under Colorado Law**  
**(On Behalf of the Colorado Class)**

133. All previous paragraphs are incorporated as though fully set forth herein.

134. Weatherford has received and benefited from the uncompensated labors of Plaintiff and the Colorado Class, such that to retain said benefit without compensation would be inequitable and rise to the level of unjust enrichment.

135. Precision has received and benefited from the uncompensated labors of Plaintiff and the Colorado Class, such that to retain said benefit without compensation would be inequitable and rise to the level of unjust enrichment.

136. At all relevant times hereto, Weatherford devised and implemented a plan to increase its earnings and profits by fostering a scheme of securing work from Plaintiff and the Colorado Class without paying overtime compensation for all hours worked.

137. At all relevant times hereto, Precision devised and implemented a plan to increase its earnings and profits by fostering a scheme of securing work from Plaintiff and the Colorado Class without paying overtime compensation for all hours worked.

138. Contrary to all good faith and fair dealing, Weatherford induced Plaintiff and the Colorado Class to perform work while failing to pay overtime compensation for all hours worked as required by law.

139. Contrary to all good faith and fair dealing, Precision induced Plaintiff and the Colorado Class to perform work while failing to pay overtime compensation for all hours worked as required by law.

140. By reason of having secured the work and efforts of Plaintiff and the Colorado Class without paying overtime compensation as required by law, Weatherford enjoyed reduced overhead with respect to their labor costs, and therefore realized additional earnings and profits to its own benefit and to the detriment of Plaintiff and the

Colorado Class.

141. By reason of having secured the work and efforts of Plaintiff and the Colorado Class without paying overtime compensation as required by law, Precision enjoyed reduced overhead with respect to their labor costs, and therefore realized additional earnings and profits to its own benefit and to the detriment of Plaintiff and the Colorado Class.

142. Weatherford retained and continue to retain such benefits contrary to the fundamental principles of justice, equity, and good conscience.

143. Precision retained and continue to retain such benefits contrary to the fundamental principles of justice, equity, and good conscience.

144. Plaintiff and the Colorado Class are entitled to judgment in an amount equal to the benefits unjustly retained by Weatherford.

145. Plaintiff and the Colorado Class are entitled to judgment in an amount equal to the benefits unjustly retained by Precision.

### **PRAYER FOR RELIEF**

Wherefore, Plaintiff seeks the following relief on behalf of himself and all others similarly situated:

- A. An order permitting this litigation to proceed as a collective action pursuant to 29 U.S.C. § 216(b);
- B. Authorizing prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to be sent to all potential FLSA Class members;
- C. An order permitting this litigation to proceed as a class action pursuant to FED. R. CIV. P. 23(a) and (b)(3) on behalf of the North Dakota Class and the Colorado Class;

- D. Back pay damages (including unpaid overtime compensation, unpaid spread of hours payments, and unpaid wages) and prejudgment interest to the fullest extent permitted under the law;
- E. Liquidated and statutory damages to the fullest extent permitted under the law;
- F. Litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the law; and
- G. Such other and further relief as this Court deems just and proper.

**JURY TRIAL DEMAND**

Plaintiff demands a trial by jury for all issues of fact.

Dated: June 11, 2014

Respectfully submitted,

/s Shanon J. Carson  
Shanon J. Carson  
Sarah R. Schalman-Bergen  
Alexandra L. Koropey  
BERGER & MONTAGUE, P.C.  
1622 Locust Street  
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Facsimile: (215) 875-4604  
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Denver, Colorado 80202  
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Fax: 312.589.6378  
Email: swoodrow@edelson.com  
          mlindsey@edelson.com

David A. Hughes (application for  
admission to be filed)

HARDIN & HUGHES, LLP  
2121 14th Street  
Tuscaloosa, AL35401  
Telephone: (205) 344-6690  
Facsimile: (205) 344-6188  
Email: dhughes@hardinhughes.com

*Attorneys for Plaintiff*

# Exhibit A



# Weatherford

November 7, 2011

Mitch Sheppard  
[REDACTED]

Dear Mr. Sheppard:

We are pleased to offer you the position of MWD Field Engineer II, reporting to Adam Rinker located in Casper, WY. Your Monthly Base Salary will be \$2,500.00, paid at the semi-monthly rate of \$1,250.00. Your start date will be determined pending pre-employment verifications.

In addition to your regular pay, you will be paid a field bonus while you are employed in this position.

You will be provided with transportation in accordance with the Vehicle Assignment Policy. However, your eligibility to receive this benefit will be reviewed should your job change.

You will be eligible to participate in the Company's medical, dental, vision, life and disability plans on the first day of the month after you complete thirty-(30) days of active employment. You will also be eligible to participate in the 401(k) plan upon employment.

You will be eligible for ten (10) Company designated holidays and your vacation benefits will accrue at the rate of two (2) week's vacation per year as per the Weatherford policy for new employees.

In accordance with Weatherford's Policy on Conflicts of Interest and Confidential Information, you will be required to sign an Agreement Regarding Employment. A copy of this agreement is attached for your review.

This offer of employment and your subsequent employment with Weatherford is contingent upon the following conditions:

- you must provide within three (3) days of the commencement of employment the completed I-9 form and acceptable original documents that will establish your employment authorization and identify in compliance with the Immigration Reform and Control Act of 1986 as amended. The appropriate forms are enclosed for your convenience and must be completed when you started; and
- you must complete and sign an authorization for release of information relating to you that will enable Weatherford to conduct a background check. The results of the background check must be acceptable to Weatherford; and
- you must take and successfully pass a pre-employment physical examination; and
- you must take and successfully pass a drug screen.

Upon your acceptance of this offer, you will be provided details concerning your physical and drug screen. Please contact Adam Rinker at (307) 268-7903 to schedule a convenient time and location for both.

This offer will remain open through November 14, 2011 and unless you accept this offer within this period of time, this offer will automatically expire thereafter. This letter does not represent an offer of employment for any specified term. Your employment will be at will, which means that either you or Weatherford may terminate your employment at any time for any reason or no reason whatsoever. Please confirm your acceptance of this offer by signing the enclosed copy of this offer letter and returning it to Adam Rinker, 2000 Oil Drive, Casper, WY 82604. If you have any questions, please call Adam Rinker at (307) 268-7903.

**Weatherford International, Inc.**

15710 JFK Blvd., Suite 700  
Houston, Texas 77032  
USA

Main Telephone: (281) 260-1300  
Benefits Toll-Free: (888) 439-9600  
Benefits Fax: (713) 693-4433

[www.weatherford.com](http://www.weatherford.com)

# Exhibit B



**Weatherford**

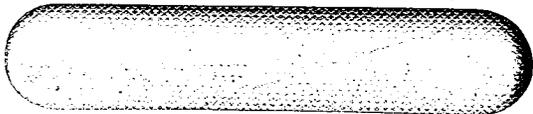
Mitch Shepard

**QHSSE  
PASSPORT**

Employee's Personal Data

Name:	
Birth date:	
Citizen:	USA
Hire date:	12/16/2011
Job phone:	
Date of issue:	12/20/2011

Stamp a recent photo  
in this space  
(3 x 4 in.)



In an emergency, consult the last page of the passport.

Mitch Sheppard

Print your name above the line.

Medical Information

Blood type:	Allergies:
Other emergency data (diabetes, high blood pressure, etc.)	

The owner of this passport could have been exposed to tropical diseases, mainly malaria. If you have any questions, consult your local authority for tropical disease.

**Medical Tests and Vaccines**

Description	Medical Tests, Vaccines, Immunizations					
	Year 1		Year 2	Year 3	Year 4	Year 5
	Month 1	Month 2				
Medical Date:	X		X	X	X	X
Tetanus Date:	X	X				X
Hepatitis A Date:						
Hepatitis B Date:	X	X				
Typhoid Date:						
Yellow Fever Date:	X					
Spirometry Date:						
Hearing Exam Date:						
Blood Test Date:	X		X	X	X	X

\*X" Recommended Frequency

**Medical Tests and Vaccines**

Medical Tests, Vaccines, Immunizations						
Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
X	X	X	X	X	X	X
				X		
				X		

**Content**

Employee's Personal Data ..... 1

Medical Tests and Vaccines..... 2

Enterprise Excellence Policy ..... 5

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**Enterprise Excellence Policy**

Weatherford International Ltd. is committed to pursuing the highest standards of Excellence in all our business processes. It is the policy of the company to:

- comply with all applicable laws and regulations of the areas within which we operate or exceed compliance where our stated expectations require;
- conduct all operations in a manner that promotes safe work practices and minimizes risk to our employees, our communities and the environment;
- implement the programs, training and internal controls necessary to achieve our goals.

**Objective**

To achieve complete internal and external customer satisfaction and to conform to mutually agreed requirements the first time, every time, while protecting the well being of all personnel, assets and the environment.

This objective is achieved through a commitment to understanding and applying defined business processes, complying with established standards and implementing continued improvements. Paramount attention will be given to achieving error-free processes, products and services and maintaining a safe environment.

**Commitment**

We empower each employee to take the appropriate action to ensure compliance with this policy and objectives.

This policy and the associated Objective and Commitment statement describe the targets we have set for ourselves in achieving Excellence. The principles described in this document define the corporation's Expectations that must be incorporated into the culture of the enterprise in order to achieve Excellence.





Other Skills Improvement Training for Drivers	Year →			
	1	2	3	4
Subject:				

10

QHSSE Training	Year →			
	1	2	3	4
Subject: QHSSE Induction				
Subject: SafeStart				
Subject: <i>SafeStart I</i>				
Subject: <i>12-19-11 RG WET</i>				
Subject: 8 GEMS				
Subject: EEP Essentials				

11

**QHSSE Training**

Subject	Year →				Quarter →			
	1	2	3	4	1	2	3	4
Subject: EEP Skills								
Subject: EEP Management								
Subject: WPTS								
Subject: EDS								

**QHSSE Training**

Subject	Year →				Quarter →			
	1	2	3	4	1	2	3	4
Subject: <i>Rec Pass</i>								
Subject: <i>12-20-11 RB WFT</i>								
Subject:								
Subject:								
Subject:								

QHSSE Training		Year →				Quarter →			
		1	2	3	4	1	2	3	4
Subject:									
Subject:									
Subject:									
Subject:									

QHSSE Training		Year →				Quarter →			
		1	2	3	4	1	2	3	4
Subject:									
Subject:									
Subject:									
Subject:									

QHSSE Training	Year →				Quarter →			
	1	2	3	4	1	2	3	4
Subject:								
Subject:								
Subject:								
Subject:								

QHSSE Training	Year →				Quarter →			
	1	2	3	4	1	2	3	4
Subject:								
Subject:								
Subject:								
Subject:								

468, 702

**QHSSE  
Training**

Year →

Quarter →

Subject	Year				Quarter			
	1	2	3	4	1	2	3	4

**QHSSE  
Training**

Year →

Quarter →

Subject	Year				Quarter			
	1	2	3	4	1	2	3	4





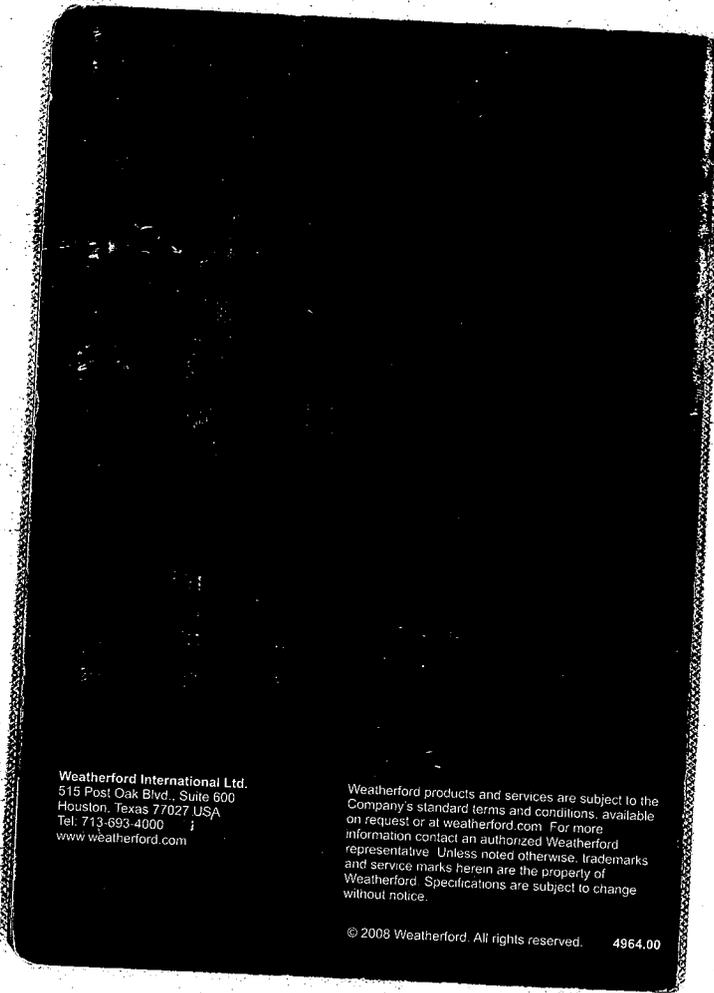




**Emergency Numbers**

Using a pencil, print the essential emergency numbers in accordance with the local emergency plan.

	Name	Phone No.
QHSSE Local Contact		
QHSSE Area Contact		
Manager		
Personal/ Family Contact		
Fire Department		
Police		
Doctor		
Safety Information		
Chemical Products		
Radiation		



Weatherford International Ltd.  
515 Post Oak Blvd., Suite 600  
Houston, Texas 77027 USA  
Tel: 713-693-4000  
www.weatherford.com

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# Exhibit C

Weatherford P.O.Box 27608 Houston, TX 77227		MITCHELL F SHEPPARD		Pay Period: 02/16/2012-02/29/2012 Rate: 1250.00 Voucher: 178845		
Employee Earnings				Employee Deductions		
EARNINGS	HOURS	CURRENT	Y-T-D	DEDUCTIONS	CURRENT	Y-T-D
REGULAR		1250.00	6250.00	UNUM ACC INS	7.15	14.30
JOB BONUS		2000.00	11000.00	CO SIT	146.00	788.00
COMPANY CAR		45.63	228.15	HMO	45.50	91.00
GROSS PAY		3295.63	17478.15	DENTAL	7.50	15.00
GROSS WAGES		3250.00	17250.00	VISION	3.50	7.00
W2 WAGES		3239.13	17365.15	AD&D AFTER TAX	1.90	3.80
				GROUP TERM EMP	9.75	19.50
				FWT TAX	621.97	3684.56
				FICA TAX	136.05	729.34
				FICA MED	46.96	251.79
				DIRECT DEPOSIT	2223.72	11645.71
				DED. TOTALS:	3250.00	

Weatherford U.S., L.P.			
		Employer Contributions	
Vacation Hours Remaining:		Contribution	Current
Sick Hours Remaining :			Y-T-D

← REMOVE DOCUMENT ALONG THIS PERFORATION →

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Weatherford P.O.Box 27608 Houston, TX 77227	<b>Payment Notification</b> Date: 2/29/2012	<b>178845</b>
MITCHELL F. SHEPPARD	DEPOSITED DIRECT DEPOSIT NET	ACCOUNT AMOUNT DEP 2,223.72

VOID