

19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

CASE No.:

DIV. “ ”

MICHAEL SULLIVAN, CHARLES BALDWIN, JOHNNY KNIGHTEN, JIMMY PHILLIPS
AND
RON DICKERSON,
Individually and as Class Representatives

vs.

THE WORLEY COMPANIES,
WORLEY CATASTROPHE SERVICES, L.L.C.,
WORLEY CATASTROPHE RESPONSE, L.L.C.,
AND
CLAIMS LIQUIDATING, L.L.C.,
formerly known as
Worley Claims Services of Louisiana, Inc.

FILED: _____

DEPUTY CLERK

CLASS ACTION PETITION

NOW INTO COURT, through undersigned counsel, comes petitioners, MICHAEL SULLIVAN, CHARLES BALDWIN, JOHNNY KNIGHTEN, JIMMY PHILLIPS, and RON DICKERSON, individually and as “Class Representatives,” (sometimes also hereinafter referred to as “Petitioners”), who herein bring this Class Action Suit against THE WORLEY COMPANIES; WORLEY CATASTROPHE SERVICES, L.L.C.; WORLEY CATASTROPHE RESPONSE, L.L.C.; AND CLAIMS LIQUIDATING, L.L.C., formerly known as Worley Claims Services of Louisiana, Inc.

I.

Made defendants herein are THE WORLEY COMPANIES, consisting of the following juridical entities:

1. WORLEY CATASTROPHE SERVICES, L.L.C., a limited liability company organized under the laws of the State of Delaware, authorized to and doing business in the State of Louisiana, with its principal business establishment in Hammond, Tangipahoa Parish, Louisiana and its registered office in the Parish of East Baton Rouge;
2. WORLEY CATASTROPHE RESPONSE, L.L.C., a limited liability company organized under

the laws of the State of Delaware, authorized to and doing business in the State of Louisiana, with its principal business establishment in Hammond, Tangipahoa Parish, Louisiana and its registered office in the Parish of East Baton Rouge; and

3. CLAIMS LIQUIDATING, L.L.C., a limited liability company organized under the laws of the State of Louisiana, with its principal business establishment in the Parish of East Baton Rouge, formerly known as Worley Claims Services of Louisiana, Inc., hereinafter collectively referred to as "Worley".

II.

Worley employed numerous, individual adjusters, believed to number between 650 and 1,000 individuals, to adjust claims all over the country, wherever necessary, on its behalf, including claims arising out of the April 20, 2010 BP Amoco, Inc., (hereinafter "BP")/Deepwater Horizon Oil Spill Catastrophe (hereinafter "Oil Spill"), prior to the claim resolution process being transitioned to the Gulf Coast Claims Facility under Kenneth Feinberg. After the Oil Spill, BP retained ESIS, Inc., (hereinafter "ESIS") a nationwide risk management company, to adjust claims arising out of the Oil Spill. Due to the number of adjusters needed to handle the massive number of claims arising out of the Oil Spill, ESIS subcontracted with Worley to obtain the additional adjusting manpower Worley had at its disposal, which included, among many others, petitioners herein. Upon information and belief, Worley billed ESIS, and ESIS paid Worley, an amount believed to be at least \$1,250.00 per day, per adjuster, plus expenses.

III.

Worley employed the petitioners, and other similarly situated individuals believed to number between 650 and 1,000 (sometimes hereinafter referred to as "Class Members"), to perform general adjusting services for Worley pursuant to a written employment agreement drafted by Worley, wherein the petitioners, and those similarly situated, would provide adjusting services on Worley's behalf wherever Worley needed them, including, but not limited to the aftermath of the Oil Spill, for a stipulated wage equivalent to 65% of the total fee Worley invoiced to its client, in this instance ESIS, plus expenses. However, petitioners received, at most, \$550.00 per day, plus expenses, a wage less than the agreed upon 65% of what Worley

invoiced ESIS and what ESIS paid to Worley.

IV.

Petitioners and Class Members faithfully performed their duties under their contracts with Worley as requested and required by defendants until they were summarily discharged by defendants when the claim resolution process was transitioned to the Gulf Coast Claims Facility. Defendants notified petitioners and Class Members that their services were no longer needed verbally in a meeting in Hammond, Louisiana in late August/early September, 2010. Some Class Members were discharged immediately and all Class Members were discharged by the end of September, 2010. Thus, Petitioners and Class Members were discharged in accordance with Louisiana Revised Statute 23:631(a).

V.

Thereafter, Petitioners made verbal demands for payment in accordance with the terms of their employment contracts but defendants refused to do so. Upon information and belief, many Class Members also made verbal demands on defendants for payment in accordance with the contract but same were denied by defendants.

VI.

Subsequently, Petitioner Charles Baldwin made formal written demand to defendants demanding payment of the full amount due to him in accordance with his employment contract but defendants refused to do so.

VII.

The written employment agreement executed by and between Worley and the petitioners and Class Members specifically provides that it “shall be governed by the substantive law of the State Louisiana” and that “venue is proper for all purposes only in the 19th Judicial District Court of the Parish of East Baton Rouge, State of Louisiana, and that the State of Louisiana shall have personal jurisdiction over all disputes or other matters arising out of” the Employment Agreement. Consequently, jurisdiction and venue are proper with this court.

VIII.

Petitioners and the Class Representatives herein are MICHAEL SULLIVAN, a domiciliary of the State of Louisiana; CHARLES BALDWIN, a domiciliary of the State of Texas; JOHNNY KNIGHTEN, a domiciliary of the State of Arkansas; JIMMY PHILLIPS, a domiciliary of the State of Texas; and RON DICKERSON, a domiciliary of the State of Texas - all of whom are former employees of Worley that performed adjusting services on Worley's behalf in the State of Louisiana arising out of the aforementioned Oil Spill prior to the claim process being transitioned to the Gulf Coast Claims Facility under Kenneth Feinberg; and each performed such services, as did other similarly situated individuals believed to number between 650 and 1,000, under a written employment agreement drafted by defendants. On average, the petitioners and other similarly situated individuals believed to number between 650 and 1,000, performed adjusting services on Worley's behalf and at Worley's direction for approximately 90 days.

IX.

The class of claimants against Worley are the petitioners and the aforementioned individual adjusters, believed to number between 650 and 1,000 individuals, who were (1) employed by Worley under a previously executed, general written Agreement with Worley for the purpose of providing assistance to Worley in area of claims adjusting at a rate of 65% commission of all invoices billed by Worley for the work it performed in adjusting claims; (2) who performed such general adjusting services to Worley for BP Amoco, Inc., through ESIS, arising out of the Oil Spill prior to the claim process for that incident being transitioned to the Gulf Coast Claims Facility under Kenneth Feinberg; and (3) who were knowingly and systematically underpaid by Worley for the work they performed.

X.

The Class, believed to number between 650 and 1,000 individuals, is so numerous that joinder of all Class Members is impracticable.

XI.

The questions of fact and law are common to all members of the class, in that Worley employed all Class Members under a nearly identical, or in fact identical, written employment agreement; the Class Members performed the identical or nearly identical adjusting services for

Worley in Louisiana for BP, through ESIS, arising out of the Oil Spill, prior to the claim process being transitioned to the Gulf Coast Claims Facility; all were knowingly and systematically underpaid by Worley for the work they performed, in that the amount Worley paid each adjuster was substantially less than the minimum payment due each adjuster of at least \$812.00 per day, in violation of their respective employment agreements and in contravention of Louisiana law, specifically La. R.S. 23:631; and all seek relief under the premises pursuant to La. R.S. 23:632.

XII.

The claims of Class Representatives are typical of the claims of all Class Members and each have the same claim for relief under Louisiana law, as provided by the Employment Agreement, including statutory penalties, and attorney fees.

XIII.

The Class Representatives are similarly situated when compared to all Class Members; they fairly represent the interest of all Class Members; and they will fairly and adequately protect the interest of the Class Members.

XIV.

A class action is a far superior method for the fair and efficient adjudication of the claims of all Class Members under Louisiana substantive law, including statutory penalties and attorney fees, in that all Class Members, numbering between 650 and 1,000 individuals, have the same cause of action and are seeking the same relief.

XV.

Class Representatives, individually and on behalf of all Class Members, assert that they were knowingly and systematically underpaid for the services they performed for Worley, as per their written employment agreement with Worley, in adjusting claims arising out of the Oil Spill, prior to the claim process for that incident being transitioned to the Gulf Coast Claims Facility.

XVI.

Class Representatives, for themselves individually and on behalf of all Class Members, assert that, in contravention of their respective employment agreement between Worley and Class Representatives, and all Class Members, Worley paid each Class Representative and Class

member the amount of \$450.00 per day worked initially, later increased to \$550.00 per day, as opposed to what was owed to each Class Representative and class member of at least \$812.00 per day under the Agreement.

XV.

Class Representatives assert that, in addition to the amount of underpaid wages Worley owes to each Class Representative and Class member, Worley is liable for statutory penalties and attorneys' fees pursuant to La. R.S. 23:631 and 23:632.

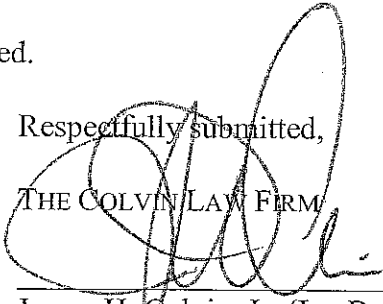
XVI.

Class Representatives, and on behalf of all Class Members, herein pray for a trial by jury on all issues raised herein.

WHEREFORE, PETITIONERS pray that, citation issue and that defendants be served with this Petition and Citation, and that, after due proceedings are had, class certification be ordered under the premises, and that there be judgment entered against defendants and in favor of Class Representatives, individually, and in favor of all Class Members, in accordance with law, for unpaid wages owed by defendants, for statutory penalties and attorneys' fees, legal interest, court costs, and such other general and equitable relief that this court is competent to grant and to which petitioners and the Class Members are entitled.

Respectfully submitted,

THE COLVIN LAW FIRM


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Attorneys for Petitioners and Class Members

Please Serve:

**THE WORLEY COMPANIES,
WORLEY CATASTROPHE SERVICES, L.L.C., AND
WORLEY CATASTROPHE RESPONSE, L.L.C.,**
Through the agent for Service of Process for each,
Mr. James R. Lewis
450 Laurel Street, suite 1600
Baton Rouge, Louisiana 70801

CLAIMS LIQUIDATING, L.L.C.
Through its Agent for Service of Process
Mr. Michael A. Worley
303 Timber Creek
Hammond, Louisiana 70404