

**UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO
DENVER DIVISION**

**CHRISTOPHER SPEARS, on behalf of
himself and all others similarly situated,**

Plaintiff,

-against-

TOTAL DIRECTIONAL SERVICES LLC,

Defendant.

CASE NO. 26-cv-1585

**COLLECTIVE ACTION PURSUANT
TO
29 U.S.C. § 216(b)**

**CLASS ACTION PURSUANT TO FED. R.
CIV. P. 23**

ORIGINAL COLLECTIVE ACTION COMPLAINT

I. SUMMARY

1. Total Directional Services LLC (“Total Directional”) fails to pay overtime as required by law.

2. This lawsuit seeks to recover the unpaid overtime Total Directional owes to Christopher Spears (“Spears” or “Plaintiff”) and his similarly situated co-workers such as MWD Engineers, directional drillers and similar oilfield workers who were classified as independent contractors and paid a day rate without overtime (“Oilfield Workers”).

3. Plaintiff brings this action on behalf of himself and similarly situated current and former Oilfield Workers (as defined above) classified as independent contractors who elect to opt-in to this action pursuant to the FLSA, and specifically, the collective action

provision of 29 U.S.C. § 216(b) to remedy violations of the wage-and-hour provisions of the FLSA.

4. Plaintiff also brings this action on behalf of himself and similarly situated current and former Oilfield Workers classified as independent contractors who worked in North Dakota pursuant to Fed. R. Civ. P. 23 to remedy violations of the wage-and-hour provisions of North Dakota Century Code 34 and North Dakota Admin. Code - § 46-02-07-01, *et seq.* - and their supporting regulations (“North Dakota Wage Laws”).

JURISDICTION & VENUE

5. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal question over the subject matter of this action under the FLSA, 29 U.S.C. § 216(b). This Court also has supplemental jurisdiction under 28 U.S.C. § 1367 over the alleged North Dakota state wage claims because they are so related to the federal claims that they form part of the same case or controversy.

6. Venue is proper in the District of Colorado, Denver Division pursuant to 28 U.S.C. § 1391(b) because Defendant operates business in this District and has its corporate headquarters in this District.

II. THE PARTIES

7. Chris Spears (“Spears”) is an adult individual who is currently a resident of the state of Louisiana.

8. Spears was employed by Total Directional as a MWD Engineer from approximately April 15, 2024 through May 2025. Spears worked in various job sites located in North Dakota and West Texas during his employment with Total Directional.

9. At all relevant times, Spears was an “employee” of Total Directional as defined by the FLSA and North Dakota Wage Laws.

10. At all relevant times, Total Directional was Spears’ “employer” as defined by the FLSA and North Dakota Wage Laws.

11. A written consent form for Spears is being filed with this Complaint.

Defendant

Total Directional Services LLC

12. Total Directional Services LLC is a domestic business corporation organized and existing under the laws of Colorado.

13. The corporate headquarters for Total Directional Services LLC, 560 Logistics Drive, Windsor, Colorado 80550.

14. Total Directional Services LLC’s registered agent is listed as Nathan Koshman, 560 Logistics Drive, Windsor, Colorado 80550.

15. At all relevant times, Total Directional Services LLC has maintained control, oversight, and direction over Plaintiff and similarly situated employees, including but not limited to, hiring, firing, disciplining, timekeeping, payroll, and other employment practices.

16. Total Directional Services LLC has applied the same employment policies, practices, and procedures to all MWD Engineers and Oilfield Workers throughout the United States.

17. At all times relevant, Total Directional Services LLC has had an annual gross volume of sales in excess of \$500,000.00.

18. At all times relevant, Total Directional Services LLC has had more than two employees and its employees utilize goods, equipment, and/or materials that have moved in interstate commerce.

III. COVERAGE UNDER THE FLSA

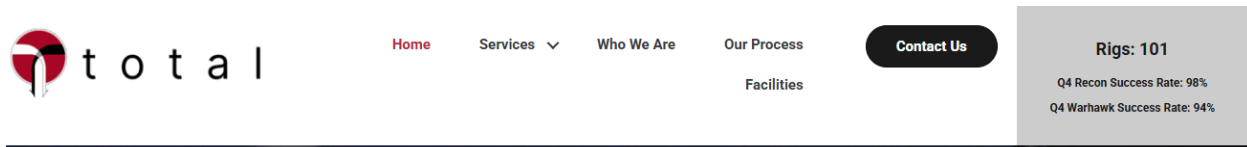
19. At all times hereinafter mentioned, Defendant has been an employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

20. At all times hereinafter mentioned, Defendant has been part of an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

21. At all times hereinafter mentioned, Defendant has been a part of an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has and has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials – such as tools, cell phones, and personal protective equipment – that have been moved in or produced for commerce by any person and in that Defendant has had an annual gross volume of sales made or business done of not less than \$1,000,000 (exclusive of excise taxes at the retail level which are separately stated).

IV. FACTS

22. Total Directional is one of the leading “expert directional drilling services” providers to the oil and gas industry in the United States.¹ According to its website’s “rig counter,” it is currently services approximately 101 rigs across the nation:



<https://www.totaldirectional.com/> (last accessed March 25, 2026)

23. Incorporated in Colorado with its corporate headquarters in 560 Logistics Drive, Windsor, Colorado 80550, Total Directional operates across multiple regions in the United States.

24. For instance, Total Directional owns and maintains shops in the above Windsor, Colorado location, 7600 I-20 Midland, Texas 79706; 1898 Renauna Avenue, Casper, Wyoming, 82601; 19510 Oil Center Boulevard, Humble, Texas 77338; and 3051 City View Drive, Morgantown, West Virginia 26501.²

25. Total Directional’s other services offered include Measure While Drilling (MWD), Warhawk Mud Motors, Enigma, Well Planning Services, Drilling Services, EOW Reporting & Certifications, and Well Performance & Optimization.³

¹ Home, Total Directional Website (available at <https://www.totaldirectional.com/>) (last accessed March 25, 2026).

² Facilities, Total Directional Website (available at <https://www.totaldirectional.com/facilities/>) (last accessed March 25, 2026).

³ Drilling Services, Total Directional Website (available at <https://www.totaldirectional.com/drilling-services/>) (last accessed March 25, 2026).

26. As touted by Total Directional, customers will see “our talented, experienced teams and world-class equipment in action and see why we have a 97% success rate.”⁴

27. In order to offer these services to its oil clients around the country, Total Directional utilizes a wide range of workers necessary to offer the above services.

28. For instance, one of these types of workers are MWD Engineers. MWD Engineers are tasked with ensuring Total Directional’s MWD services are successful while on the job sites. MWD Engineers use Total Directional’s equipment in order to provide the readings necessary to assist in the directional drilling process.

29. Total Directional’s website touts its MWD services: “[o]ur team has decades of experience setting up some of the most successful drilling operations in the world . . . we specialize in equipping drilling operations with **our** world-class MWD systems . . . [e]ven better, MWD logging systems monitor the state of drill bits and keep you in the know about what is going on thousands of feet below.”⁵

30. Despite being an integral part of Total Directional’s services, utilizing their equipment, being bound to follow Total Directional specific operating procedures and rules, and otherwise being wholly dependent on Total Directional, MWD Engineers are misclassified as “independent contractors.”

31. Total Directional similarly classifies other Oilfield Workers, such as directional drillers, as independent contractors.

⁴ Our Process, Total Directional Website (available at <https://www.totaldirectional.com/our-process/>) (last accessed March 25, 2026).

⁵ <https://www.totaldirectional.com/mwd-lwd-services/> (emphasis added).

32. Total Directional likewise pays these other Oilfield Workers solely on a day-rate basis.

33. Plaintiff and similarly situated Oilfield Workers work on the oil rigging sites and typically work hitch schedules that greatly depend on the time it takes to complete the job. For instance, Oilfield Workers can be required to work 14 days or more at a time consecutively until a job is done.

34. These daily shifts generally consist of 12 hours on the rig, plus drive time, all while in some of the harshest working conditions.

35. Given this, Plaintiff and other Oilfield Workers regularly work over 40 hours per week.

36. However, Defendant did not pay them overtime for hours worked in excess of 40 hours in a single workweek.

37. Defendant improperly classified Plaintiff and those similarly situated as independent contractors and paid them a daily rate with no overtime compensation.

38. Defendant at all times relevant has had direct control over Oilfield Workers' day to day activities. In this regard, Oilfield Workers were assigned job sites by Total Directional who had full control of their work schedules and job placements. Total Directional required Oilfield Workers follow strict company-created standard operating procedures. Total Directional kept abreast of actions on the ground via work-mandated work chats. Total Directional likewise assigned their own work coordinators that were in charge of Oilfield Workers. Issues on the ground were related to Total Directional (in addition to any company representatives on the ground).

39. Total Directional likewise provided virtually all equipment necessary for Oilfield Workers to do their jobs, including hard hats, work shirts, and importantly, all MWD technology necessary for the job. This pales in comparison to what Oilfield Workers provided, which was generally limited to providing their own fire-retardant clothing. Total Directional even offered boot reimbursement programs.

40. Total Directional mandated that Oilfield Workers pay \$400 each month for purported workers compensation insurance. However, this insurance was through Total Directional, and Oilfield Workers could not independently provide such insurance from a non-Total Directional provider.

41. Oilfield Workers are wholly dependent on Total Directional for any profit or loss, as their capacity for earnings is tied directly to days worked. Oilfield Workers could not work for other providers while working for Total Directional, even if they were not assigned a hitch. The day rates paid are set by Total Directional and Oilfield Workers do not negotiate these rates.

42. Oilfield Workers did not have to reapply or re-register for additional work while off hitch.

43. The services rendered by MWD Engineers and other Oilfield Workers are an integral part of Defendant's business of providing oil drilling services to its clients.

44. Beginning in or around January 2025, Total Directional mandated that all MWD Engineers and other Oilfield Workers create their own "LLCs" in order to continue working there. Plaintiff did so at this mandate, as did other Oilfield Workers. However,

nothing changed in the economic reality between the Parties other than this legal technicality.

45. In fact, on or around April 2, 2025, the North Dakota Workforce Safety & Insurance agency determined that Total Directional “is an employer” of various Oilfield Workers, including specifically Plaintiff.

46. Despite having substantial custody and control over MWD Engineers and other Oilfield Workers and being their employer, Defendant willfully misclassified them as independent contractors to avoid paying overtime compensation.

47. Upon information and belief, Defendant did not keep accurate records of hours worked by Spears and similarly situated employees.

V. COLLECTIVE/CLASS ALLEGATIONS

48. Spears brings his First Cause of Action under the FLSA.

49. He brings this claim on behalf of himself and all current and former Oilfield Workers who Total Directional classified as independent contractors and paid a day rate (the “FLSA Collective”).

50. Spears also brings this claim on behalf of himself and all current and former Oilfield Workers Total Directional classified as independent contractors and paid a day rate who worked in North Dakota in North Dakota (the “North Dakota Class”) (together, with the FLSA Collective, “Class”).

51. Total Directional is liable under the FLSA and North Dakota Wage Laws for misclassifying its Oilfield Workers as independent contractors and failing to pay overtime.

52. Total Directional's misclassification scheme resulted in all its Oilfield Workers receiving less than the required "time and a half" overtime premium for hours worked after 40 hours in a workweek.

53. Total Directional assigned Spears and the other Class Members their work.

54. Total Directional intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA and North Dakota Wage Law with respect to its Oilfield Workers.

55. Total Directional's wrongful policies and/or practices include:

- a. willfully misclassifying its Oilfield Workers overtime at the required rates; and
- b. willfully failing to record—and pay for—all time worked by the Oilfield Workers.

56. Total Directional's failure to pay results from its corporate policy or practice of incorrectly misclassifying Oilfield Workers as independent contractors despite the economic reality that they were more akin to employees.

57. Total Directional knew or should have known federal and state law required it to pay its Oilfield Workers overtime for all hours worked in excess of 40 per workweek.

58. Plaintiff and the Class Members perform or performed the same or similar duties.

59. There are many similarly situated current and former MWD Engineers, directional drillers, rig personnel, and other such workers who have been denied overtime

pay in violation of the FLSA who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it.

60. Notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

61. The members of the North Dakota Class are known to Defendant, are readily identifiable, and can be located through Defendant's records.

62. The North Dakota Class is so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

63. There are more than fifty members of the North Dakota Class.

64. Spears's claims are typical of those claims that could be alleged by any North Dakota Class Member and the relief sought is typical of the relief which would be sought by each North Dakota Class Member in separate actions.

65. Spears and the North Dakota Class have all been injured in that they have been uncompensated or under-compensated due to Total Directional's common policies, practices, and patterns of conduct. Total Directional's corporate-wide policies and practices affected all of the North Dakota Class Members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each of the North Dakota Class.

66. Spears is able to fairly and adequately protect the interests of the North Dakota Class and has no interests antagonistic to Class Members.

67. Spears is represented by attorneys who are experienced and competent in both class action litigation and employment litigation and have previously represented many plaintiffs and classes in wage and hour cases.

68. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender.

69. Common questions of law and fact exist as to the North Dakota Class that predominate over any questions only affecting Spears and the North Dakota Class individually. Such issues include, but are not limited to:

- a. Whether Defendant misclassified Oilfield Workers as independent contractors when they should have been considered employees;
- b. Whether Defendant paid Oilfield Workers no less than 1.5 times their regular rates of pay for all overtime hours worked;
- c. Whether Defendant acted willfully in implemented its misclassification of Oilfield Workers; and
- d. Whether Defendant kept accurate hours of worked performed by Oilfield Workers.

FIRST CAUSE OF ACTION
Fair Labor Standards Act – Overtime Wages
(Brought on behalf of Plaintiff and the FLSA Collective)

70. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

71. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Defendant and protect Plaintiff and the members of the FLSA Collective.

72. Defendant failed to pay Plaintiff and the FLSA Collective the premium overtime wages to which they were entitled under the FLSA – at a rate of 1.5 times their regular rate of pay, which includes all total earnings per workweek, for all hours worked beyond 40 per workweek.

73. Defendant’s unlawful conduct, as described in this Complaint, has been willful and intentional. Defendant was aware or should have been aware that the practices described in this Class Action Complaint were unlawful. Defendant did not make a good faith effort to comply with the FLSA with respect to the compensation of Plaintiff and the FLSA Collective. As such, a three-year statute of limitations applies, pursuant to 29 U.S.C. §§ 201 *et seq.*

74. As a result of Defendant’s willful violations of the FLSA, Plaintiff and the FLSA Collective have suffered damages by being denied overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys’ fees, costs, and other compensation pursuant to 29 U.S.C. §§ 201 *et seq.*

SECOND CAUSE OF ACTION
North Dakota Wage Laws – Overtime Wages
(Brought on Behalf of Plaintiff and the North Dakota Class)

75. The overtime provisions of the North Dakota Century Code 34 and North Dakota Admin. Code - §46-02-07-01, *et seq.* - and their supporting regulations apply to Total Directional and protect Plaintiff and the North Dakota Class.

76. Defendant failed to pay Plaintiff and the North Dakota Class the premium overtime wages to which they were entitled under North Dakota Wage Laws—at a rate of 1.5 times their regular rate of pay—for all hours worked beyond 40 per workweek.

77. Defendant’s unlawful conduct, as described in this Complaint, has been willful and intentional. Through their knowing or intentional failure to pay Plaintiff and the North Dakota Class the appropriate overtime wages, Defendant willfully violated the North Dakota Admin. Code, § 46-02-07-02(4).

78. Due to Defendant’s violations of the North Dakota Admin. Code, Spears and the North Dakota Class are entitled to recover their unpaid overtime wages, applicable interest, liquidated damages, and reasonable attorneys’ fees and costs pursuant to North Dakota Wage Law.

VI. PRAYER FOR RELIEF

WHEREFORE, Spears, individually, and on behalf of the Class, respectfully request that this Court grant the following relief:

A. That, at the earliest possible time, Plaintiff be allowed to give notice of this collective action, or that the Court issue such notice, to all Oilfield Workers and other similarly situated oilfield workers who are presently, or have at any time during the

three years immediately preceding the filing of this suit, up through and including the date of this Court's issuance of court-supervised notice, worked at Total Directional's locations nationwide;

B. Unpaid overtime pay and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor regulations;

C. Certification of this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

D. Designation of Plaintiff as a representative of the North Dakota Class and counsel of record as Class Counsel;

E. Unpaid overtime wages and liquidated damages as permitted by law pursuant to North Dakota Wage Law;

F. Issuance of a declaratory judgment that the practices complained of in this Complaint are unlawful under the FLSA and North Dakota Wage Laws; and

G. Reasonable attorneys' fees and costs of the action.

Dated: April 14, 2026

Respectfully submitted,

/s/ Armando A. Ortiz

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Attorneys for the Plaintiff and Putative
Collective and Class

FAIR LABOR STANDARDS ACT CONSENT

1. I consent to be a party plaintiff in a lawsuit against TOTAL DIRECTIONAL and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate FITAPELLI & SCHAFFER, LLP (“the Firm”) to represent me and make decisions on my behalf concerning the litigation and any settlement. I understand that reasonable costs expended on my behalf will be deducted from any settlement or judgment amount on a pro rata basis among all other plaintiffs. I understand that the Firm will petition the Court for attorney’s fees from any settlement or judgment in the amount of the greater of: (1) the “lodestar” amount, calculated by multiplying reasonable hourly rates by the number of hours expended on the lawsuit, or (2) 40% of the gross settlement or judgment amount. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

DocuSigned by:

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Signature

Christopher Spears

Full Legal Name (Print)