

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

MATTHEW KREAMER, on behalf of	)	
himself and similarly situated	)	Civil Action No. 4:15-cv-01075-MWB
employees,	)	
	)	<i>Electronically filed</i>
Plaintiff,	)	
	)	
v.	)	
	)	
GRANT PRODUCTION TESTING	)	
SERVICES, INC., GRANT	)	
PRODUCTION TESTING SERVICES	)	
LTD., CATHY MASON, and GRANT	)	
STEVENS,	)	
	)	
Defendants.	)	

**DEFENDANTS’ ANSWER AND DEFENSES TO PLAINTIFF’S AMENDED  
COMPLAINT – CLASS/COLLECTIVE ACTION**

Defendants, Grant Production Testing Services, Inc., Grant Production Testing Services LTD., Cathy Mason and Grant Stevens (“Defendants”), by and through their undersigned counsel, file the following Answer and Defenses to Plaintiff’s Amended Complaint:

**JURISDICTION AND VENUE**

1. The averments in Paragraph 1 of Plaintiff’s Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

2. The averments in Paragraph 2 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

3. The averments in Paragraph 3 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

### **PARTIES**

4. Defendants admit only that Plaintiff is an individual. Defendants do not have information or knowledge as to the truth of the remaining averments of Paragraph 4, and as such, the same are denied.

5. The averments in Paragraph 5 of Plaintiff's Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

6. Defendants deny the averments in Paragraph 6 of Plaintiff's Amended Complaint, as Grant Production Testing Services, Inc. is no longer in operation.

7. Defendants admit the averments in Paragraph 7 of Plaintiff's Amended Complaint.

8. Defendants admit the averments in Paragraph 8 of Plaintiff's Amended Complaint.

9. Defendants admit the averments in Paragraph 9 of Plaintiff's Amended Complaint.

10. The averments in Paragraph 10 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

### **FACTS**

11. Defendants admit only that Grant Production Services, Inc. and Grant Production Testing Services, Ltd., are or were in the oil and gas well production testing industry. The remaining averments in Paragraph 11 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed required, Defendants deny the averments.

12. Defendants admit only that Cathy Mason is the HR Payroll Manager for Grant Production Testing Services, Ltd. The remaining averments are denied.

13. Defendants admit only that Grant Stevens is the President for both Grant Production Services Inc. and Grant Production Testing Services, Ltd. The remaining averments are denied.

14. Defendants admit only that Grant Production Services, Inc. employed individuals throughout the United States, including this judicial district, all of whom held various job titles. The remaining averments are denied.

15. Defendants admit only that Plaintiff was employed by Grant Production Services, Inc. beginning in January 2014. The remaining averments are denied.

16. Defendants admit only that Plaintiff's employer, Grant Production Services, Inc., paid Plaintiff on a day-rate basis.

17. Defendants admit the averments in Paragraph 17 of Plaintiff's Amended Complaint only as they pertain to Plaintiff's employer, Grant Production Services, Inc. To the extent that the averments pertain to any other Defendant, the averments are denied.

18. Defendants, upon information and belief, admit the averments in Paragraph 18 of Plaintiff's Amended Complaint. By way of clarification, Defendant, Grant Production Testing Services LTD. did not employ Plaintiff, and therefore does not have any independent information or knowledge regarding the hours and shifts worked by employees of Grant Production Services, Inc.

19. Defendants deny the averments in Paragraph 19 of Plaintiff's Amended Complaint.

20. Defendants admit only that Grant Production Services, Inc. paid its employees on a semi-monthly basis. The remaining averments are denied.

21. Defendants deny that Grant Production Services, Inc. failed to compensate Plaintiff for overtime premium compensation. The remaining

averments in Paragraph 21 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

22. The averments in Paragraph 22 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

### **CLASS/COLLECTIVE ACTION ALLEGATIONS**

23. The averments in Paragraph 23 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

24. The averments in Paragraph 24 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

25. The averments in Paragraph 25 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

26. The averments in Paragraph 26 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

27. The averments in Paragraph 27 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

28. The averments in Paragraph 28 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

29. The averments in Paragraph 29 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

30. The averments in Paragraph 30 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

31. The averments in Paragraph 31 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

**COUNT I**  
**(Alleging FLSA Violations)**

32. Defendants restate and incorporate their Answers to Paragraphs 1 through 31 of the Amended Complaint as though set forth at length herein.

33. The averments in Paragraph 33 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

34. The averments in Paragraph 34 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

**COUNT II**  
**(Alleging PMWA Violations)**

35. Defendants restate and incorporate their Answers to Paragraphs 1 through 34 of the Amended Complaint as though set forth at length herein.

36. The averments in Paragraph 36 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

37. The averments in Paragraph 37 of Plaintiff's Amended Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed to be required, Defendants deny the averments.

**PRAYER FOR RELIEF**

Defendants deny that Plaintiff is entitled to judgment in his favor or to any relief whatsoever under the allegations set forth in the Complaint. Defendants request that the Court dismiss the claims with prejudice in their entirety and that

Defendants be awarded costs, expenses, interests on those amounts, and any such further relief that this Court may deem appropriate.

\* \* \*

To the extent that any of Plaintiff's allegations in the Complaint have not been heretofore admitted or denied by Defendants, they are hereby denied.

### **DEFENSES**

Defendants assert the following defenses, without prejudice to their right to argue that Plaintiff bears the burden of proof regarding some or all of these defenses.

#### **FIRST DEFENSE**

For the purpose of preserving a defense, Plaintiff has failed to state a claim upon which relief can be granted.

#### **SECOND DEFENSE**

For the purposes of preserving a defense, the Court lacks personal jurisdiction over Defendants.

#### **THIRD DEFENSE**

For the purposes of preserving a defense, Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.



**FOURTH DEFENSE**

For the purposes of preserving a defense, Plaintiff's claims are barred, in whole or in part, by the doctrines of accord and satisfaction, waiver, estoppel, unclean hands, and laches.

**FIFTH DEFENSE**

For the purposes of preserving a defense, Plaintiff's claims are barred, in whole or in part, for failure to state a viable claim under the Fair Labor Standards Act ("FLSA").

**SIXTH DEFENSE**

For the purposes of preserving a defense, Plaintiff's claims are barred, in whole or in part, for failure to state a viable claim under the Pennsylvania Minimum Wage Act ("PMWA").

**SEVENTH DEFENSE**

Plaintiff was compensated for each hour that he worked for the Defendant, Grant Production Testing Services, Inc.

**EIGHTH DEFENSE**

Plaintiff's compensation, at all times, encompassed and/or otherwise assumed him working more than 40 hours per week.

**NINTH DEFENSE**

Neither Plaintiff, nor any other “Field Employees”, was employed by Grant Production Testing Services, Ltd.

**TENTH DEFENSE**

Plaintiff’s claims are barred, in whole or in part, because Grant Production Testing Services, Inc., and Grant Production Testing Services, Ltd. are not joint employers.

Date: February 27, 2017

Respectfully submitted,

JACKSON LEWIS P.C.

/s/ Marla N. Presley  
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STEVENS,	)	
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Defendants.	)	

**CERTIFICATE OF SERVICE**

I hereby certify that on February 27, 2017, I electronically filed Defendants' Answer and Defenses to Plaintiff's Complaint with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel or parties of record electronically.

Respectfully submitted,

JACKSON LEWIS P.C.

/s/ Marla N. Presley  
Marla N. Presley