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Attorneys for Plaintiff JUSTIN GRANT,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUSTIN GRANT, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

T-MOBILE USA, INC., a Delaware
Corporation, and DOES 1-50, inclusive,

Defendants.

Case No.

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Violation of the Fair Credit Reporting Act for Failure to Make Proper Disclosures [15 U.S.C. § 1681b(b)(2)(A)(i)];**
- 2) **Violation of the Fair Credit Reporting Act for Failure to Obtain Proper Authorization[15 U.S.C. § 1681b(b)(2)(A)(ii)];**
- 3) **Failure to Make Proper Disclosure [California Civil Code § 1786 et seq., Investigative Consumer Reporting Agencies Act];**
- 4) **Failure to Pay Minimum Wages;**
- 5) **Failure to Accurately Pay Overtime Wages;**
- 6) **Failure to Provide Lawful Meal Periods;**
- 7) **Failure To Authorize And Permit Rest Periods;**
- 8) **Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 9) **Failure to Furnish Accurate Itemized**

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- Wage Statements;**
- 10) Failure to Reimburse Necessary Expenses;**
- 11) Violation of the Unfair Competition Law;**
- DEMAND FOR JURY TRIAL**

Plaintiff JUSTIN GRANT (“Plaintiff”), an individual, asserts claims against defendant T-MOBILE USA, Inc., a Delaware Corporation, and DOES 1-50, inclusive (collectively “T-MOBILE” or “Defendant”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants as non-exempt employees, however titled, working in Defendants’ retail locations in the State of California within the four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit and whose job duties did not consist of over 50% administrative, executive or professional duties (collectively referred to as the “Class” or “Class Members” or “Non-Exempt Employees”).

2. Plaintiff also brings a Class Action against Defendants on behalf of himself and all prospective employees and/or employees employed by, or formerly employed by Defendants in the United States who, as a condition of employment, were required to submit to a background check during the relevant period. (referred to as the “FCRA Class”).

3. The FCRA Class is broader than the Class and includes but is not limited to the Class.

4. Upon information and belief, Plaintiff alleges that during the relevant time period, Defendants improperly conducted background checks, conducted background checks without proper authorization, without proper disclosures, and obtained consumer credit reports on Plaintiff and FCRA Class Members when they applied for and during employment in violation of the Fair Credit Reporting Act ("FCRA"), 15 USC §1681 et seq., and the California Investigative Consumer

1 Reporting Agencies Act ("ICRAA")(Cal. Civ. Code § 1786 et seq.).

2 5. Plaintiff contends that the relevant time period or the statute of limitations on the
3 FCRA, and ICRAA claims should be tolled by operation of law due to the pendency of the putative
4 class action entitled, *Herrera v. T-Mobile USA, Inc.*, United States District Court Central District
5 of California, Case No. 2:20-cv-05325 GW (JEMx).

6 6. In addition, as to the wage and hour claims arising during the relevant period,
7 Plaintiff alleges, upon information and belief, that Defendants consistently maintained and enforced
8 against its Non-Exempt Employees unlawful practices and policies in violation of the California
9 Labor Code and the applicable Wage Order. Plaintiff alleges that Defendants failed to lawfully and
10 accurately pay Plaintiff and Class Members for all hours worked, including minimum wages and
11 overtime; failed to lawfully provide meal and rest periods; failed to pay one hour of pay at the
12 employee's regular rate of pay when legally mandated meal or rest periods were not lawfully
13 provided; failed to accurately pay overtime; failed to reimburse necessary expenses; failed to
14 provide accurate itemized wage statements; failed to timely pay all wages earned during
15 employment and at the time of separation, and failed to keep accurate records.

16 7. Defendants implemented uniform policies and practices that deprived Plaintiff and
17 Class Members of earned wages, including minimum wages and overtime wages; necessary
18 expense reimbursements; premium wages; and lawful meal and/or rest breaks.

19 8. Such actions and policies, as described above and further herein, were and continue
20 to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class
21 members, brings this action pursuant to the California Labor Code, including sections 201, 202,
22 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195,
23 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations,
24 Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation,
25 unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys' fees and costs.

26 9. In addition, Plaintiff alleges upon information and belief, during the relevant time
27 period, Defendants improperly conducted background checks and obtained consumer credit reports
28 on Plaintiff and FCRA Class Members when they applied for employment and during employment

1 in violation of Civ. Code §§1785.1 et seq., 1786 et seq. and 15 USC §1681 et seq.

2 10. Plaintiff, individually and on behalf of the FCRA Class, seeks compensatory and
3 statutory damages, penalties, and punitive damages due to Defendants' systematic and willful
4 violations of the FCRA, and ICRAA.

5 11. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and
6 Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to
7 pay to Plaintiffs and Class Members all of their wages, including overtime and premium wages,
8 and failure to reimburse necessary expenses.

9 **JURISDICTION AND VENUE**

10 12. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
11 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary
12 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
13 California Superior Court and will be established according to proof at trial.

14 13. This Court has jurisdiction over this action pursuant to the California Constitution
15 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
16 those given by statute to other courts. The statutes under which this action is brought do not give
17 jurisdiction to any other court.

18 14. This Court has jurisdiction over this Action pursuant to California Code of Civil
19 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

20 15. This Court has jurisdiction over Defendants because, upon information and belief,
21 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
22 otherwise intentionally avails itself of the California market so as to render the exercise of
23 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
24 substantial justice. Defendants have done and are doing business throughout California.

25 16. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
26 similarly situated Non-Exempt Employees within Los Angeles County and it is believed that
27 Defendants have employed hundreds of Non-Exempt Employees throughout the state.

28 17. The California Superior Court also has jurisdiction in this matter because the

individual claims of the Class Members described herein are presently believed to be under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.

18. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, and the acts or omissions alleged herein took place in this County.

PARTIES

19. T-Mobile USA, Inc., is a Delaware corporation in good standing that is authorized to do business throughout the state of California. T-Mobile, USA, Inc.'s headquarters are located at 12920 SE 38th St., Bellevue, WA 98006.

20. T-Mobile USA, Inc. operates throughout the United States including from numerous locations in California, including retail stores and kiosks. T-Mobile USA, Inc. provides wireless voice and data services.

21. At various times during the relevant period, Plaintiff Justin Grant was a resident of Los Angeles County, California and/or a resident of New Mexico.

22. Plaintiff was employed by Defendants during the liability period as a non-exempt employee working in Defendants' retail location in Santa Monica, CA and in New Mexico. Plaintiff performed inventory, sales, and customer service functions for Defendants.

23. Plaintiff and the members of the putative Class of Non-Exempt Employees were employed by Defendants as non-exempt employees, however titled, working in Defendants' retail locations in the State of California within the four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit and whose job duties did not consist of over 50% administrative, executive or professional duties.

24. Plaintiff and the members of the FCRA Class are all prospective employees and/or current employees employed by, or formerly employed by Defendants who, as a condition of employment, were required to submit to a background check at any time during the period

1 beginning five years prior to the filing of this Complaint to the present (as properly tolled by the
2 *Herrera* action referenced above).

3 25. Whenever in this complaint reference is made to any act, deed, or conduct of
4 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
5 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
6 actively engaged in the management, direction, control, or transaction of the ordinary business and
7 affairs of Defendants.

8 26. The true names and capacities of Defendants, whether individual, corporate,
9 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
10 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
11 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
12 capacities of the Defendants designated hereinafter as DOES when such identities become known.

13 27. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are
14 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
15 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
16 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
17 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
18 liability of the Defendants as alleged herein.

19 28. Plaintiff is further informed and believes, and thereon alleges, that at all times
20 material herein, each Defendant was completely dominated and controlled by its co-Defendants
21 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
22 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
23 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
24 Whenever and wherever reference is made to individuals who are not named as Defendants in this
25 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
26 acted on behalf of Defendants named in this complaint within the scope of their respective
27 employments.

FACTUAL ALLEGATIONS

29. During the relevant time frame, Defendants compensated Plaintiff and the Class Members based upon an hourly wage.

30. Plaintiff and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

31. Plaintiff was employed as an hourly, non-exempt retail employee by Defendants from approximately 2017 through January 2020. Plaintiff performed inventory, sales, and customer service functions for Defendants at their retail locations in Santa Monica, California and in New Mexico.

32. The members of the putative wage and hour class were non-exempt, hourly retail employees of Defendants throughout the state of California during the liability period.

33. Plaintiff typically worked five days a week, averaging approximately 30 hours a week.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

35. All Class Members, including Plaintiff, are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

36. Plaintiff and, upon information and belief, the Class Members were not properly compensated for all hours worked, in part because they were frequently required to work off the clock. By way of example only, Plaintiff and, upon information and belief the Class Members, were frequently required to assist customers before clocking in or after clocking out before and after shifts, and during meal periods.

37. In addition, upon information and belief, the Class Members frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate of time and one-half the employee's regular rate of pay per hour.

1 38. Plaintiff and, upon information and belief, the Class Members were also often
2 required to work shifts in excess of five hours without being provided a lawful 30 minute
3 uninterrupted meal period by the end of the fifth hour and over ten hours in a day without being
4 provided a second lawful 30 minute meal period as required by law.

5 39. Indeed, during the relevant time, as a consequence of Defendants' staffing and
6 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices
7 (including sales incentives and compensation practices), Defendants frequently failed to provide
8 Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal periods
9 on shifts over five hours and over ten hours as required by law.

10 40. On information and belief, Plaintiff and Class Members did not waive their rights
11 to meal periods under the law.

12 41. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
13 periods.

14 42. Despite the above-mentioned meal period violations, Defendants often failed to
15 compensate Plaintiff, and on information and belief, often failed to compensate Class Members,
16 one additional hour of pay at their regular rate as required by California law when meal periods
17 were not timely or lawfully provided in a compliant manner.

18 43. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
19 should know, knew, and/or should have known that Plaintiff and the other Class Members were
20 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
21 were not receiving such compensation.

22 44. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
23 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
24 period for every four hours worked or major fraction thereof, which is a violation of the Labor
25 Code and IWC wage order.

26 45. Defendants maintained and enforced scheduling practices, policies, and imposed
27 work demands and sales/commissions practices that frequently required Plaintiff and Class
28 Members to forego their lawful, paid rest periods of a net ten minutes for every four hours

1 worked or major fraction thereof. Such requisite rest periods were not timely authorized and
2 permitted.

3 46. Despite the above-mentioned rest period violations, Defendants did not
4 compensate Plaintiff, and on information and belief, did not pay Class Members one additional
5 hour of pay at their regular rate as required by California law, including Labor Code section 226.7
6 and the applicable IWC wage order, for each day on which lawful rest periods were not
7 authorized and permitted.

8 47. Moreover, Plaintiff and the Class Members incurred necessary expenses in the
9 discharge of their duties, including without limitation for uniforms, uniform maintenance, and
10 cellular phone expenses, but were not reimbursed for such necessary expenses. Class Members
11 were required to use their cellular phones throughout the working day, including to clock in and
12 out using an application through their phones.

13 48. Defendants also failed to provide accurate, lawful itemized wage statements to
14 Plaintiff and the Class Members in part because of the above specified violations. In addition,
15 upon information and belief, Defendants omitted an accurate itemization of all applicable hourly
16 rates in effect during the pay period and the corresponding number of hours worked at each
17 hourly rate by the employee from Plaintiff and the Class Members' wage statements.

18 49. Defendants have also made it difficult to determine applicable rates of pay and
19 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
20 exempt Employees, including Plaintiff, during the liability period because they did not implement
21 and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-
22 provided rest and meal periods owed to employees as required for non-exempt employees by 29
23 U.S.C. section 211(c), California Labor Code section 226, and applicable California Wage
24 Orders.

25 50. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
27 thereof for resignations without prior notice as the case may be) they had a duty to accurately
28 compensate Plaintiffs and Class Members for all wages owed including minimum wages,

1 commissions, overtime, meal and rest period premiums, and that Defendants had the financial
2 ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed
3 to do so in part because of the above-specified violations.

4 51. Plaintiff is informed and believes that Defendants' violation of the Labor Code and
5 the IWC wage orders as specified herein was willful and deliberate.

6 52. Plaintiff and the Class Members are covered by applicable California IWC Wage
7 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
8 section 11000 *et seq.*

9 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 currently employ and during the relevant period have employed hundreds of retail employees in
11 the State of California.

12 CLASS ACTION ALLEGATIONS

13 54. Plaintiff brings this action on his own behalf, as well as on behalf of each and every
14 other person similarly situated, and thus, seeks class certification under California Code of Civil
15 Procedure §382.

16 55. The **proposed Class** is comprised of and defined as: All persons currently or
17 formerly employed by Defendants as non-exempt employees, however titled, working in
18 Defendants' retail locations in the State of California within the four (4) years prior to the filing of
19 the Complaint in this action until the resolution of this lawsuit and whose job duties did not consist
20 of over 50% administrative, executive or professional duties.

21 56. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which
22 are composed of Class Members satisfying the following definitions:

23 a. All Class Members who were not paid at least minimum wage for all hours
24 worked (collectively "**Minimum Wage Subclass**");

25 b. All Class Members who were not accurately paid overtime for hours worked
26 over eight in a day or over forty in a workweek (**collectively "Overtime Subclass"**);

27 c. All Class Members who worked more than five (5) hours in a workday and
28 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and

1 were not paid compensation of one hour premium wages at the employee's regular rate in lieu
2 thereof (hereinafter collectively referred to as the "**First Meal Period Subclass**");

3 d. All Class Members who worked more than ten (10) hours in a workday and
4 were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes,
5 and were not paid compensation of one hour premium wages at the employee's regular rate in lieu
6 thereof (hereinafter collectively referred to as the "**Second Meal Period Subclass**");

7 e. All Class Members who worked more than three and a half hours in a
8 workday and were not authorized and permitted to take a lawful net 10-minute rest period for every
9 four (4) hours or major fraction thereof worked per day and were not paid compensation of one
10 hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred
11 to as the "**Rest Period Subclass**");

12 f. All Class Members who did not receive all owed wages at the time of
13 separation or within 72 hours in the case of resignation (hereinafter collectively referred to as the
14 "**Waiting Time Subclass**");

15 g. All Class Members who were not provided with accurate and complete
16 itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement**
17 **Subclass**");

18 h. All Class Members who were employed by Defendants and subject to
19 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business**
20 **Practices Subclass**").

21 i. All Class Members who were not reimbursed for all necessary expenditures
22 (collectively "**Indemnification Subclass**").

23 57. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
24 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
25 or if it should be deemed necessary by the Court or to further divide the Class Members into
26 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
27 Class Members or the Plaintiffs' Class includes the members of each of the Subclasses.

28 58. As set forth in further detail below, this action has been brought and may properly

1 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
2 because there is a well-defined community of interest in the litigation, and the proposed Class and
3 Subclasses are easily ascertainable through Defendants' records.

4 a. Numerosity: The members of the Class and Subclasses are so numerous that
5 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
6 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
7 Class is estimated to include hundreds of individuals. Accounting for employee turnover during
8 the relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants'
9 employment records would provide information as to the number and location of all Class
10 Members. Joinder of all members of the proposed Class is not practicable.

11 b. The proposed class is easily ascertainable. The number and identity of the
12 class members are determinable from Defendants' payroll records and time records for each class
13 member.

14 c. Commonality: There are common questions of law and fact as to the Class
15 and Subclasses that predominate over questions affecting only individual Class Members. These
16 common questions of law and fact include, without limitation:

17 1) Whether Defendants paid Class Members at least minimum wage for all
18 hours worked;

19 2) Whether Defendants knew or should have known that Class Members were
20 required to perform work off the clock;

21 3) Whether Defendants accurately calculated and paid all Class Members
22 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)
23 hours per day and/or forty (40) hours per week;

24 4) Whether Defendants had a policy and practice of providing lawful, timely
25 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare
26 Commission ("IWC") wage order;

1 5) Whether Defendants had a policy and practice of complying with Labor
2 Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not
3 provided;

4 6) Whether Defendants failed to authorize and permit a lawful, net 10-minute
5 rest period to the Class Members for every four (4) hours or major fraction thereof worked;

6 7) Whether Defendants compensation system or sales policies impeded or
7 discouraged employees from taking lawful meal or rest periods;

8 8) Whether Defendants had a policy and practice of complying with Labor
9 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not
10 provided;

11 9) Whether Defendants failed to timely pay all wages, including without
12 limitation premium wages, minimum wages, overtime and commissions, upon separation in
13 accordance with Labor Code sections 201-202;

14 10) Whether Defendants failed to reimburse employees for necessary expenses
15 in accordance with Labor Code section 2802;

16 11) Whether Defendants omitted required information from itemized wage
17 statements;

18 12) Whether Defendants failed to maintain accurate records of Class Members'
19 earned wages, work periods, meal periods and deductions;

20 13) Whether Defendants failed to timely pay earned wages, including without
21 limitation overtime and commissions, during employment in violation of Labor Code § 204 and
22 210;

23 14) Whether Defendants engaged in unfair competition in violation of section
24 17200 et seq. of the Business and Professions Code;

25 15) Whether Defendants' conduct was willful and/or reckless;

26 16) Whether Defendants failed to provide accurate itemized wage statements in
27 violation of Labor Code § 226; and
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1 17) The appropriate amount of damages, restitution, and/or monetary penalties
2 resulting from Defendants' violations of California law.

3 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the
4 interests of each member of the Class and Subclasses with whom he has a well-defined community
5 of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by
6 any member of the Class and/or Subclasses, and the relief sought is typical of the relief which
7 would be sought by each member of the Class and/or Subclasses in separate actions. All members
8 of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide lawful
9 meal and rest periods, failure to provide accurate wage statements, failure to timely pay wages
10 during employment and at termination, failure to pay minimum wages and overtime wages, failure
11 to reimburse necessary expenses, and failure to accurately pay all wages earned including all owed
12 premium and overtime wages, all due to Defendants' policies and practices that affected each
13 member of the Class and/or Subclasses similarly. Further, Defendants benefited from the same type
14 of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

15 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
16 interests of each member of the Class and/or Subclasses with whom he has a well-defined
17 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
18 he has an obligation to make known to the Court any relationships, conflicts, or differences with
19 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
20 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
21 versed in the rules governing class action discovery, certification, litigation, and settlement and
22 experienced in handling such matters. Other former and current employees of Defendants may also
23 serve as representatives of the Class and Subclasses if needed.

24 f. Superiority: The nature of this action makes the use of class action
25 adjudication superior to other methods. A class action will achieve economies of time, effort,
26 judicial resources, and expense, which would not be achieved with separate lawsuits. The
27 prosecution of separate actions by individual members of the Class and/or Subclasses would create
28 a risk of inconsistent and/or varying adjudications with respect to the individual members of the

1 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
2 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
3 disposition of their interests through actions to which they were not parties. Thus, a class action is
4 superior to other available means for the fair and efficient adjudication of this controversy because
5 individual joinder of all Class Members is not practicable, and questions of law and fact common
6 to the Class predominate over any questions affecting only individual Class Members. Each
7 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
8 unlawful policies and practices, including Defendants' failure to provide lawful meal and rest
9 periods, failure to provide accurate wage statements, failure to timely pay wages during
10 employment and at termination, failure to pay minimum wages and overtime wages, failure to
11 reimburse necessary expenses, and failure to accurately pay all wages earned including all owed
12 premium and overtime wages, all due to Defendants' policies and practices that affected each
13 member of the Class and/or Subclasses similarly. Class action treatment will allow those similarly
14 situated persons to litigate their claims in the manner that is most efficient and economical for both
15 parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be
16 encountered in the management of this action that would preclude its maintenance as a class action.

17 g. Public Policy Considerations: Employers in the state of California violate
18 employment and labor laws every day. However, current employees are often afraid to assert their
19 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
20 because they believe their former employers may damage their future endeavors through negative
21 references and/or other means. The nature of this action allows for the protection of current and
22 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
23 California have a significant interest in ensuring employers comply with California's labor laws
24 and in ensuring those employers who do not are prevented from taking further advantage of their
25 employees.

26 THE FCRA CLASS ACTION ALLEGATIONS

27 59. Plaintiff alleges that Defendant violated the Fair Credit Reporting Act 15 U.S.C. §
28 1681, et seq. ("FCRA"). Plaintiff asserts these claims arising under the FCRA on a class-wide

1 basis.

2 60. Upon information and belief, Defendant required Plaintiff and all members of the
3 FCRA Class to complete the same or a substantially similar standard FCRA Disclosure form.

4 61. The FCRA provides individuals with a number of rights. Specifically, pertaining to
5 employment-related background checks, the FCRA provides that an employee or a prospective
6 employee must give valid consent to the background check before it is run. The FCRA requires a
7 signed authorization and disclosure from the applicant, sometimes referred to as a “consent” form.
8 The authorization and disclosure form must be executed and signed by the applicant prior to an
9 employer requesting or conducting a background check. Importantly, no extraneous information
10 can be attached or included on the consent form. The authorization and disclosure must stand alone.

11 62. In violation of 15 U.S.C. § 1681b(b)(2), Defendant failed to provide proper
12 disclosures to employees and applicants prior to causing such background checks and consumer
13 reports to be procured, and failed to secure requisite authorizations prior to conducting such
14 background checks.

15 63. An employer or prospective employer violates FCRA's standalone document
16 requirement by including extraneous information relating to various state disclosure requirements
17 in that disclosure. *Gilberg v. Cal. Check Cashing Stores, Ltd. Liab. Co.*, 913 F.3d 1169, 1171 (9th
18 Cir. 2019).

19 64. Plaintiff alleges, upon information and belief, that in violation of 15 U.S.C. §
20 1681b(b)(2)(A)(ii), Defendant has obtained consumer reports without proper authorization and
21 consent as required by the FCRA. This triggers statutory damages under the FCRA in the amount
22 of up to \$1,000 for each applicant that Defendant obtained a consumer report for without a valid
23 authorization, as well as punitive damages, equitable relief, and attorneys’ fees and costs.

24 65. Plaintiff brings the First and Second Causes of Action on behalf of the proposed
25 **FCRA Class**, defined as all prospective employees and/or employees employed by, or formerly
26 employed by Defendants in the United States who, as a condition of employment, were required to
27 submit to a background check during the relevant period and who filled out Defendant’s Standard
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1 FCRA Disclosure form (or substantially similar form) at any time during the period beginning five
2 (5) years prior to the filing of this Complaint and ending on the date as determined by the Court
3 (the “FCRA CLASS”).

4 66. To the extent equitable tolling operates to toll claims by the FCRA CLASS against
5 Defendant, the FCRA CLASS PERIOD as specified in the preceding paragraph should be adjusted
6 accordingly.

7 67. Defendant, as a matter of corporate policy, practice and procedure, and in violation
8 of The Fair Credit Reporting Act 15 U.S.C. § 1681, et seq., intentionally, knowingly, and willfully,
9 engaged in a practice whereby Defendant uniformly, unfairly, unlawfully, and deceptively
10 instituted a practice of obtaining consumer reports without valid authorization to do so.

11 68. The FCRA CLASS is so numerous that joinder of all FCRA CLASS Members is
12 impracticable.

13 69. Defendant uniformly violated the rights of the FCRA CLASS by violating The Fair
14 Credit Reporting Act 15 U.S.C. § 1681, et seq., by (a) unlawfully, unfairly and/or deceptively
15 having in place company policies, practices and procedures that uniformly obtained consumer
16 reports on prospective employees without first obtaining valid authorization consent forms; (b)
17 failing to make proper, clear and conspicuous disclosures; (c) violating FCRA's standalone
18 document requirement by including extraneous information relating to various state disclosure
19 requirements in the disclosure; (d) failing to make clear and conspicuous disclosures; (e) failing to
20 obtain proper authorizations; and (f) illegally procuring consumer reports, credit and background
21 reports.

22 70. As a result of Defendant’s violations, Plaintiff and, upon information and belief, the
23 FCRA Class Members were confused regarding the nature of their rights under the FCRA and did
24 not give valid authorization for Defendant to procure a consumer report.

25 71. Plaintiff also alleges upon information and belief that he was terminated as a result
26 of information obtained through an unlawful background check.
27
28

1 72. Plaintiff alleges, upon information and belief, Defendant acted willfully in a
2 deliberate manner or in reckless disregard of the obligations imposed by the FCRA, and the rights
3 of applicants and employees. The willfulness of Defendant's conduct is demonstrated, in part, by:

- 4 a. Defendant's practices were carried out in the manner that Defendant
5 intended and not by mere accident or mistake.
- 6 b. The statutory language and mandates restricting and governing Defendant's
7 business and practice of conducting background, credit, and consumer
8 checks have been in effect for decades.
- 9 c. Defendant's conduct was at least reckless in failing to make an appropriate
10 and effective effort to ascertain and comply with the FCRA provisions
11 governing their conduct.
- 12 d. Defendant knew or should have known about their legal obligations under
13 the FCRA, as these obligations are well established in the law and large
14 corporations (like Defendant) have access to legal counsel and written
15 materials to apprise it of its duties under the FCRA.
- 16 e. Upon information and belief, Defendant knew or should have known that
17 they were required to make such proper, clear and conspicuous disclosures
18 to FCRA CLASS MEMBERS and/or that its background check forms
19 should not include extraneous information that is prohibited by the FCRA.
- 20 f. Despite the clear notice of the law, full ability to comply and ample
21 opportunity, Defendant failed to provide proper, clear and conspicuous
22 disclosures and use legally compliant background check forms.

23
24 73. Nevertheless, Defendant acted in deliberate disregard of their obligations and the
25 rights of Plaintiff and other FCRA CLASS Members under 15 U.S.C. § 1681b(b)(2)(A)(i).

26 74. As a result of Defendant's illegal procurement of consumer reports by way of their
27 inadequate disclosures, Plaintiff and the FCRA CLASS have been damaged including, but not
28

1 limited to, having their privacy and statutory rights invaded in violation of the FCRA, and suffering
2 increased risk of identity theft or fraud.

3 75. Defendant's failure to provide a compliant disclosure, and failure to obtain proper
4 authorization, deprived Plaintiff and others similarly situated of the right to information and the
5 right to privacy guaranteed by 15 U.S.C. § 1681b(b)(2)(A). *Syed v. M-I, LLC*, 853 F.3d 492, 499
6 (9th Cir. 2017).

7 76. Defendant's failure to provide a compliant disclosure, and failure to obtain proper
8 authorization, also deprived Plaintiff and others similarly situated of their respective abilities to
9 meaningfully authorize their reports.

10 77. In addition, Defendant procured valuable information with economic value relevant
11 to members of the FCRA CLASS through these unlawful background checks without having lawful
12 authorization to obtain such information.

13 78. Common questions of law and fact exist as to members of the FCRA CLASS,
14 including, but not limited, to the following:

15 a. Whether Defendant required the FCRA CLASS Members to sign a
16 background check disclosure and authorization forms;

17 b. Whether Defendant's background check disclosure and authorization forms
18 comply with the FCRA;

19 c. Whether Defendant violated the FCRA by including a liability release in its
20 background check disclosure and authorization forms;

21 d. Whether Defendant violated the FCRA by including surplusage and/or
22 extraneous information in its background check disclosure and authorization forms;

23 e. Whether Defendant violated the FCRA by procuring consumer report
24 information based on invalid authorizations;

25 f. Whether Defendant violated the FCRA by procuring consumer report
26 information without valid authorizations;

27 g. Whether Defendant violations of the FCRA were willful;
28

1 h. The proper measure of statutory damages and punitive damages.

2 79. This Class Action meets the statutory prerequisites for the maintenance of a Class
3 Action in that:

4 a. The persons who comprise the FCRA CLASS are so numerous that the
5 joinder of all such persons is impracticable and the disposition of their claims as a class will benefit
6 the parties and the Court;

7 b. The members of the FCRA CLASS are readily ascertainable from
8 Defendant's business records.

9 c. Nearly all factual, legal, statutory, and declaratory relief issues that are raised
10 in this Complaint are common to the FCRA CLASS will apply uniformly to every member of the
11 FCRA CLASS;

12 d. The claims of the representative Plaintiff are typical of the claims of each
13 member of the FCRA CLASS. Plaintiff, like all the other members of the FCRA SUBCLASS, had
14 a background/consumer report obtained on his behalf by Defendant prior to obtaining valid
15 authorization to do so in violation of the FCRA as described herein. Plaintiff and the members of
16 the FCRA CLASS were and are similarly or identically harmed by the same unlawful, deceptive,
17 unfair and pervasive pattern of misconduct engaged in by Defendant; and,

18 e. The representative Plaintiff will fairly and adequately represent and protect
19 the interest of the FCRA CLASS, and has retained counsel who are competent and experienced in
20 Class Action litigation. There are no material conflicts between the claims of the representative
21 Plaintiff and the members of the FCRA CLASS that would make class certification inappropriate.
22 Counsel for the FCRA CLASS will vigorously assert the claims of all employees in the FCRA
23 CLASS.
24

25 80. In addition, the prosecution of separate actions will create the risk of inconsistent or
26 varying adjudications with respect to individual members of the FCRA CLASS which would
27 establish incompatible standards of conduct for the parties opposing the FCRA CLASS; and/or,
28 adjudication with respect to individual members of the FCRA CLASS which would as a practical

1 matter be dispositive of interests of the other members not party to the adjudication or substantially
2 impair or impede their ability to protect their interests.

3 81. Common questions of law and fact exist as to members of the FCRA CLASS, with
4 respect to the practices and violations of the FCRA set forth above, and predominate over any
5 question affecting only individual FCRA CLASS Members, and a Class Action is superior to other
6 available methods for the fair and efficient adjudication of the controversy.

7 82. A Class Action is superior to other available methods for the fair and efficient
8 adjudication of this litigation because class treatment will obviate the need for unduly and
9 unnecessary duplicative litigation that is likely to result in the absence of certification of this Action.

10 83. In the context of employment litigation because as a practical matter a substantial
11 number of individual FCRA CLASS Members will avoid asserting their legal rights out of fear of
12 retaliation by Defendant, which may adversely affect an individual's job with Defendant or with a
13 subsequent employer, the Class Action is the only means to assert their claims through a
14 representative.

15 84. Plaintiff also proposes a **proposed ICRAA class** in this action which consists of
16 "All members of the FCRA Class who reside in California."

17 85. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
18 or modify the descriptions of the Class to provide greater specificity as appropriate, or if it should
19 be deemed necessary by the Court or to further divide the Class Members into additional Subclasses
20 or to limit the Subclasses to particular issues. Any reference herein to the Class Members or the
21 Plaintiffs' Class includes the members of each of the Subclasses.

22 86. As set forth in further detail below, this action has been brought and may properly
23 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
24 because there is a well-defined community of interest in the litigation, and the proposed Class and
25 Subclasses are easily ascertainable through Defendant's records.
26

CLASS ACTION CLAIMS
FIRST CAUSE OF ACTION
FOR FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE FCRA
[15 U.S.C. § 1681b(b)(2)(A)(i), ET SEQ.]

(By PLAINTIFF and the FCRA CLASS and Against All Defendants)

87. Plaintiff, and the other members of the FCRA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

88. 15 U.S.C. §1681b(b)(2)(A)(i) provides that:

a person may not procure a consumer report, or cause a consumer report to be procured, for employment purposes with respect to any consumer, unless -

(i) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes.

89. The purported disclosures are embedded with extraneous information and are not clear and unambiguous disclosures in standalone documents.

90. First, Defendant violated 15 U.S.C. § 1681b(b)(2)(A)(i) of the FCRA by failing to make the disclosures to Plaintiff and members of the FCRA CLASS in a document that consists solely of the disclosure as required by the statute before the report is procured or caused to be procured.

91. Plaintiff alleges, upon information and belief, this violates the so-called “standalone” disclosure requirement in 15 U.S.C. § 1681b(b)(2)(A)(i) (the FCRA disclosure must be “in a document that consists solely of the disclosure”) because Defendant’s FCRA disclosure combines both federal and state disclosures, among other extraneous and irrelevant information. *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169, 1175 (9th Cir. 2019).

92. Second, Plaintiff alleges upon information and belief that Defendant further violated 15 U.S.C. § 1681b(b)(2)(A)(i) of the FCRA by failing to make proper, clear and conspicuous disclosures to Plaintiff and members of the FCRA CLASS as required by the statute before the consumer report is procured or caused to be procured.

1 93. Upon information and belief, the FCRA disclosure violates the “clear and
2 conspicuous disclosure” requirement in 15 U.S.C. § 1681b(b)(2)(A)(i). The FCRA disclosure is
3 unclear, as it would “confuse a reasonable reader because it combines federal and state disclosures.”
4 *Gilberg*, 913 F.3d at 1176.

5 94. Upon information and belief, the violations of the FCRA were willful based on the
6 clear statutory text and regulatory guidance. The statutory text of the standalone requirement is
7 straightforward. The word “solely” in subsection (i) and the one express exception in subsection
8 (ii), shows that “the FCRA should not be read to have implied exceptions[.]” *Gilberg*, 913 F.3d at
9 1175 (citing to *Syed*, 853 F.3d at 501-03).

10 95. Moreover, the guidance by the Federal Trade Commission is unambiguous that no
11 extraneous information should be included in the FCRA disclosure. *See* FTC Opinion Letter, 1997
12 WL 33791227, at *1 (Oct. 21, 1997)(the “document should include nothing more than the
13 disclosure and the authorization for obtaining a consumer report”; *see also* FTC Opinion Letter,
14 1998 WL 34323748, at *2 (Feb. 11, 1998) (disclosure may describe the “nature of the consumer
15 reports” it covers, but otherwise should “not be encumbered with extraneous information”); FTC
16 Opinion Letter, 1998 WL 34323756, *1 (June 12, 1998)(inclusion of a waiver in a disclosure form
17 violates Section 1681b(b)(2)(A)).

18 96. In addition, Plaintiff alleges upon information and belief that Defendant’s violation
19 of the “clear and conspicuous disclosure” requirement was willful. Defendant knew that its
20 standard disclosure form must be clear and not contain extraneous information, such as state
21 disclosures, that would confuse a reasonable person about the nature of his rights under the FCRA.

22 97. Upon information and belief, Defendant acted in deliberate disregard of its
23 obligations and the rights of Plaintiff and other FCRA CLASS Members under 15 U.S.C. §
24 1681b(b)(2)(A)(i).
25

26 98. Upon information and belief, Plaintiff and the other FCRA CLASS Members are
27 entitled to actual damages and/or statutory damages of not less than \$100 and not more than \$1,000
28 for every violation of the FCRA, pursuant to 15 U.S.C. § 1681n(a)(1)(A).

1 99. Plaintiff and FCRA CLASS Members are also entitled to punitive damages for these
2 violations, pursuant to 15 U.S.C. § 1681n(a)(2).

3 100. Plaintiff and FCRA CLASS Members are further entitled to recover their costs and
4 attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

5 **SECOND CAUSE OF ACTION**
6 **FOR FAILURE TO OBTAIN PROPER AUTHORIZATION IN VIOLATIONS OF**
7 **THE FCRA [15 U.S.C. § 1681B(B)(2)(A)(ii)]**

8 **(By PLAINTIFF and the FCRA CLASS and Against All Defendants)**

9 101. Plaintiff, and the other members of the FCRA CLASS, reallege and incorporate by
10 this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

11 102. Defendant violated the FCRA by procuring consumer reports relating to Plaintiff
12 and other FCRA CLASS Members without proper authorization as alleged herein. See 15 U.S.C. §
13 1681b(b)(2)(A)(ii).

14 103. Upon information and belief, the violations of the FCRA were willful. Defendant
15 acted in deliberate disregard of its obligations and the rights of Plaintiff and other FCRA CLASS
16 Members under 15 U.S.C. § 1681b(b)(2)(A)(ii).

17 104. As a result of Defendant's illegal procurement of consumer reports as set forth
18 above, Plaintiff and FCRA CLASS Members have been injured including, but not limited to, by
19 having their privacy and statutory rights invaded in violation of the FCRA, suffering increased risk
20 of identity theft or fraud, adverse employment action, being deprived of the right to information
21 and the right to privacy guaranteed by 15 U.S.C. § 1681b(b)(2)(A), by being deprived of their
22 respective abilities to meaningfully authorize their reports, and through Defendant's procurement
23 of valuable information with economic value relevant to members of the FCRA CLASS through
24 these unlawful background checks without having lawful authorization to obtain such information.

25 105. Plaintiff and the FCRA CLASS Members are entitled to actual damages and/or
26 statutory damages of not less than \$100 and not more than \$1,000 for every violation of the FCRA,
27 pursuant to 15 U.S.C. § 1681n(a)(1)(A).
28

106. Plaintiff and the FCRA CLASS Members are also entitled to punitive damages for these violations, pursuant to 15 U.S.C. § 1681n(a)(2).

107. Plaintiff and the FCRA CLASS Members are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

THIRD CAUSE OF ACTION

FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF

ICRAA (CAL. CIV. CODE § 1786 ET SEQ.)

(By Plaintiff and the ICRAA CLASS Against Defendant)

108. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

109. Defendant is a "person" as defined by Section 1786.2(n) of the Investigative Consumer Reporting Agencies Act ("ICRAA").

110. Plaintiff and ICRAA SUBCLASS members are "consumers" within the meaning Section 1786.2(b) of the ICRAA, because they are "individuals."

111. Section 1786.2(c) of the ICRAA defines an "investigative consumer report" as: a consumer report in which information on a consumer's character, general reputation, personal characteristics, or mode of living is obtained through any means.

112. Thus, Defendant's background checks qualify as an investigative consumer report under the ICRAA.

113. Section 1786.16(a)(2) of the ICRAA provides, in relevant part:

If, at any time, an investigative consumer report is sought for employment purposes... the person seeking the investigative consumer report may procure the report, or cause the report to be made, only if all of the following apply:

(B) The person procuring or causing the report to be made provides a clear and conspicuous disclosure in writing to the consumer at any time before the report is procured or caused to be made in a document that consists solely of the disclosure, that:

(i) An investigative consumer report may be obtained.

(ii) The permissible purpose of the report is identified.

1 (iii) The disclosure may include information on the consumer's character, general
2 reputation, personal characteristics, and mode of living.

3 (iv) Identifies the name, address, and telephone number of the investigative consumer
4 reporting agency conducting the investigation.

5 (v) Notifies the consumer in writing of the nature and scope of the investigation
6 requested, including a summary of the provisions of Section 1786.22.

7 (vi) Notifies the consumer of the Internet Web site address of the investigative
8 consumer reporting agency identified in the clause (iv), or, if the agency has no Internet
9 Web site address, the telephone number of the agency, where the consumer may find
10 information about the investigative reporting agency's privacy practices, including whether
11 the consumer's personal information will be sent outside the United States or its territories
12 and information that complies with subdivision (d) of Section 1786.20. ...

13 (C) The consumer has authorized in writing the procurement of the report.

14 114. As described above, Plaintiff alleges that in evaluating him and other ICRAA
15 CLASS members for employment or during employment, Defendant procured or caused to be
16 prepared investigative consumer reports (e.g. background checks), as defined by Cal. Civ. Code
17 §1786.2(c).
18

19 115. Further, as described above, the purported disclosures provided by Defendant to
20 Plaintiff and the ICRAA CLASS are laden with extraneous information, and are not clear and
21 unambiguous disclosures in stand-alone documents. Thus, they do not meet the requirements under
22 the law.

23 116. Under the ICRAA, it is unlawful to procure or caused to be procured, a consumer
24 report investigative consumer report for employment purposes unless the disclosure is made in a
25 document that consists solely of the disclosure and the consumer has authorized, in writing, the
26 procurement of the report. Cal. Civ. Code § 1786.16(a)(2)(B)-(C). The inclusion of extraneous
27 information, in particular those disclosures related to the rights of applicants or employees in other
28 states, therefore, violates Civil Code § 1786.16(a)(2)(B) of the ICRAA.

1 117. The plain language of the statute clearly indicates that the inclusion of this
2 extraneous information in a disclosure form violates the disclosure and authorization requirements
3 of the ICRAA, because such a form would not consist “solely” of the disclosure.

4 118. By including the extraneous information, Defendant willfully violated
5 §1786.16(a)(2)(B) of the ICRAA. Additionally, the inclusion of the extraneous provisions causes
6 the disclosure to fail to be “clear and conspicuous” and thus violates § 1786.16(a)(2)(B). Upon
7 information and belief, Plaintiff alleges that Defendant has a policy and practice of failing to
8 provide adequate written disclosures to applicants and employees, before procuring background
9 checks or causing background checks to be procured, as described above. Pursuant to that policy
10 and practice, Defendant procured background checks or caused background checks to be procured
11 for Plaintiff and class members without first providing a valid written disclosure in compliance
12 with §1786.16(a)(2)(B) of the ICRAA, as described above.

13 119. Defendant's conduct in violation of § 1786.16(a)(2)(B) of the ICRAA was and is
14 willful and/or grossly negligent. Defendant acted in deliberate or reckless disregard of its
15 obligations and the rights of applicants and employees, including Plaintiff and ICRAA CLASS
16 members.

17 120. As a result of Defendant's illegal procurement of background reports by way of its
18 inadequate disclosures, as set forth above, Plaintiff and ICRAA CLASS members have been
19 injured, including, but not limited to, having their privacy and statutory rights invaded in violation
20 of the ICRAA. Further, as a result of Defendant's illegal procurement of consumer reports by way
21 of their inadequate disclosures, Plaintiff and the ICRAA Class have been damaged including by
22 suffering increased risk of identity theft or fraud, adverse employment action, being deprived of
23 their right to information and the right to privacy guaranteed by 15 U.S.C. § 1681b(b)(2)(A), being
24 deprived of their respective abilities to meaningfully authorize their reports, and by Defendant's
25 procurement of valuable information with economic value relevant to members of the FCRA
26 CLASS through these unlawful background checks without having lawful authorization to obtain
27 such information.
28

1 121. Plaintiff, on behalf of himself and all ICRAA CLASS members, seeks all available
2 remedies pursuant to Cal. Civ. Code § 1786.50, including actual damages, statutory damages,
3 punitive damages, and attorneys' fees and costs.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 **(By Plaintiff and the Minimum Wage Subclass Against Defendants)**

7 122. Plaintiff incorporates by reference each and every paragraph above, and realleges
8 each and every allegation contained above as though fully set forth herein.

9 123. At all times relevant, Labor Code §1194 provides that any employee receiving less
10 than the legal minimum wage or the legal overtime compensation applicable to the employee is
11 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or
12 overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

13 124. Labor Code §1197 states: "The minimum wage for employees fixed by the
14 commission is the minimum wage to be paid to employees, and the payment of a less wage than
15 the minimum so fixed is unlawful."

16 125. Cal. Lab. Code § 1198 further states that the employment of an employee for longer
17 hours than those fixed by the Industrial Welfare Commission is unlawful.

18 126. IWC Wage Order 7-2001 similarly requires that employees be paid on the
19 established payday for the period involved, not less than the applicable minimum wage for all hours
20 worked in the payroll period, whether the remuneration is measured by time, piece, commission,
21 or otherwise.

22 127. The IWC Wage Orders define "hours worked" as "the time during which an
23 employee is subject to the control of an employer, and includes all the time the employee is
24 suffered or permitted to work, whether or not required to do so."

25 128. At all times relevant, Plaintiff and Class Members consistently worked hours for
26 which they were not paid because Plaintiff and the Class Members were required to work off the
27 clock.

129. Plaintiff is informed and believes that Defendants and its managers were aware that Plaintiff and the Class Members were working off the clock and that they should have been paid for this time.

130. Upon information and belief, Defendants knew or should have known Plaintiffs and the Class Members were undercompensated.

131. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of wages owed violates the provisions of Labor Code §1194, §1197, §1198, and the applicable IWC wage orders, has damaged Plaintiff and the Class Members, and is therefore unlawful.

132. Accordingly, Defendants owe Plaintiff and Class Members wages, including minimum wages, and have failed and refused, and continue to fail and refuse, to pay Plaintiffs and Class Members the wages owed.

133. Pursuant to Labor Code §1194, Plaintiffs and Class Members are entitled to recover their unpaid compensation, as well as interest, costs, and attorneys' fees.

134. In addition, pursuant to Labor Code §1194.2(a), Plaintiff and the Class Members are entitled to “recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

135. Also, pursuant to Labor Code §1197.1, Plaintiff and the Class Members are entitled to claim all applicable civil penalties as a direct result of Defendants' policy and practice of paying a wage less than the minimum fixed by an order of the commission.

136. Accordingly, Plaintiff and Class Members are entitled to recover their unpaid wages, including minimum wages, as well as interest, costs, and attorneys' fees.

FIFTH CAUSE OF ACTION

FAILURE TO ACCURATELY PAY OVERTIME WAGES

(By Plaintiff and the Overtime Subclass Against Defendants)

137. Plaintiff incorporates by reference each and every paragraph above, and realleges each and every allegation contained above as though fully set forth herein.

1 138. At all times relevant, pursuant to Labor Code section 510, 1194, and the IWC
2 wage order 7-2001, non-exempt employees working for more than eight (8) hours in a day or
3 forty (40) hours in a work week were entitled to overtime compensation at the rate of one and
4 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
5 forty (40) hours in a work week. An employee who works more than twelve (12) hours in a day
6 or in excess of eight (8) hours in a day on the seventh day of work in a particular work week is
7 entitled to overtime compensation at a rate of twice the regular rate of pay.

8 139. California law requires that in determining the regular rate of pay for purposes of
9 calculating the proper overtime premium pay, the employer must consider not only straight
10 hourly wage compensation but must also include payment of all remuneration earned during the
11 applicable time period.

12 140. At times, Plaintiff and the Members of the Subclass received additional
13 remuneration, including commissions, non-discretionary bonuses and/or incentive pay during pay
14 periods in which they had worked over eight hours in a day or over forty hours in a week.
15 Defendants failed to account for the additional remuneration when calculating Plaintiffs' and
16 similarly situated employees' overtime rate of pay. This policy, practice, and/or procedure resulted
17 in Defendants paying its hourly non-exempt employees less overtime then they should have
18 received.

19 141. Upon information and belief, Defendants knew or should have known Plaintiffs
20 and the Class Members were undercompensated.

21 142. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of wages
22 owed violates the provisions of Labor Code §510, §1194, §1197, §1198, and Wage Order 7-2001
23 and is therefore unlawful.

24 143. Accordingly, Defendants owe Plaintiff and Class Members wages, including
25 overtime wages, and have failed and refused, and continue to fail and refuse, to pay Plaintiffs and
26 Class Members the wages owed.

27 144. Pursuant to Labor Code §1194, Plaintiffs and Class Members are entitled to recover
28

1 their unpaid compensation, as well as interest, costs, and attorneys' fees.

2 145. In addition, pursuant to Labor Code §1194.2(a), Plaintiff and the Class Members
3 are entitled to "recover liquidated damages in an amount equal to the wages unlawfully unpaid
4 and interest thereon."

5 146. Also, pursuant to Labor Code §1197.1, Plaintiff and the Class Members are
6 entitled to claim all applicable civil penalties as a direct result of Defendants' policy and practice
7 of paying a wage less than the minimum fixed by an order of the commission.

8 147. Accordingly, Plaintiff and Class Members are entitled to recover their unpaid
9 wages, including overtime compensation, as well as interest, costs, and attorneys' fees.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

12 **(By Plaintiff and the Meal Period Subclasses Against All Defendants)**

13 148. Plaintiff incorporates by reference and realleges each and every allegation contained
14 above, as though fully set forth herein.

15 149. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
16 period of more than five (5) hours without providing a meal break of not less than thirty (30)
17 minutes in which the employee is relieved of all of his or her duties, except that when a work period
18 of not more than six (6) hours will complete the day's work the meal period may be waived by
19 mutual consent of the employer and employee.

20 150. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
21 for a work period of more than ten (10) hours without providing a second meal break of not less
22 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal
23 break may only be waived by mutual consent, and if the employee did not waive his or her first
24 meal period, and the employee's work day will not exceed twelve hours.

25 151. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
26 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than
27 thirty (30) minutes within the first five hours of a shift.

1 152. For the four (4) years preceding the filing of this lawsuit, Defendants also failed to
2 provide Plaintiff and Class Members timely and uninterrupted second meal periods of not less than
3 thirty (30) minutes on shifts longer than ten hours.

4 153. Indeed, during the relevant time, as a consequence of Defendants' staffing and
5 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
6 Plaintiff and the Class Members were not provided with legally required meal periods.

7 154. On information and belief, Plaintiff and Class Members did not waive their rights
8 to meal periods under the law.

9 155. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
10 periods.

11 156. Further, upon information and belief, Defendants impeded or discouraged Plaintiff
12 and the Class Members from taking lawful meal periods.

13 157. Plaintiff and the Class Members were not paid one hour of pay at their regular rate
14 for each day that a first or second meal period was not lawfully provided.

15 158. As a proximate result of the aforementioned violations, Plaintiff and the Class
16 Members have been damaged in an amount according to proof at time of trial.

17 159. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover
18 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also
19 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

20 160. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
21 represent have been deprived of premium wages in amounts to be determined at trial, and are
22 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
23 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code
24 section 3287.

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(By Plaintiff and the Rest Period Subclass Against All Defendants)

162. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof... Authorized rest period time shall not be counted as hours worked, for which there shall be no deduction from wages."

164. Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

166. Further, upon information and belief, Defendants impeded or discouraged Plaintiff and the Class Members from taking lawful rest periods.

167. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Class endured similar violations as a result of Defendants' rest period policies and practices and Defendant did not pay said Class Members premium pay as required by law.

168. By their failure to authorize and permit Plaintiff and the Class Members to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

169. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

EIGHTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION

(By Plaintiff and the Waiting Time Subclass Against All Defendants)

170. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

171. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within seventy-two (72) hours of separation of employment.

172. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

173. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime, and premium meal and rest period compensation, but to date have not received such compensation, therefore entitling them to Labor Code § 203 penalties.

1 174. More than thirty (30) days have passed since affected Waiting Time Subclass
2 Members have left Defendants' employ, and on information and belief, they have not received
3 payment pursuant to Labor Code § 203.

4 175. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
5 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

6 **NINTH CAUSE OF ACTION**

7 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
8 **EMPLOYEE WAGE STATEMENT PROVISIONS**

9 **By Plaintiff and Wage Statement Subclass Against Defendants**

10 176. Plaintiff repeats and incorporates herein by reference each and every allegation set
11 forth above, as though fully set forth herein.

12 177. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
13 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
14 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
15 when wages are paid by personal check or cash, an accurate itemized statement in writing
16 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...
17 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
18 name of the employee and only the last four digits of his or her social security number or an
19 employee identification number other than a social security number, (8) the name and address of
20 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the
21 pay period and the corresponding number of hours worked at each hourly rate by the
22 employee....".

23 178. Further, IWC Wage Order 7-2001 requires in pertinent part: Every employer shall
24 keep accurate information with respect to each employee including the following: (3) Time
25 records showing when the employee begins and ends each work period. Meal periods, split shift
26 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
27 payroll period and applicable rates of pay...."

28 179. Labor Code section 1174 of the California also requires Defendants to maintain

1 and preserve, in a centralized location, among other items, records showing the names and
2 addresses of all employees employed and payroll records showing the hours worked daily by, and
3 the wages paid to, its employees. On information and belief and based thereon, Defendants have
4 knowingly and intentionally failed to comply with Labor Code section 1174, including by
5 implementing the policies and procedures and committing the violations alleged in the preceding
6 causes of action and herein. Defendants' failure to comply with Labor Code section 1174 is
7 unlawful pursuant to Labor Code section 1175.

8 180. Defendants have failed to record many of the items delineated in applicable
9 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
10 1174, including by virtue of the fact that each wage statement which failed to accurately
11 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided
12 meal and rest periods, or which failed to include compensation for all minimum wages earned or
13 overtime hours worked, was an inaccurate wage statement.

14 181. On information and belief, Defendants failed to implement and preserve a lawful
15 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
16 periods owed to employees, as required for Non-Exempt Employees under California Labor Code
17 section 226 and applicable California Wage Orders. In order to determine if they had been paid
18 the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would
19 have been, and are compelled to try to discover the required information missing from their wage
20 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
21 the wage statements Defendants provided to them.

22 182. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
23 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
24 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
25 required information. Specifically, Defendants have also omitted accurate itemizations of total
26 hours worked, the name and address of the legal entity that is the employer, and gross pay from
27 Plaintiff and the Class Members' wage statements. In addition, Defendants have failed to provide
28 accurate itemized wage statements as a consequence of the above-specified violations for failure

1 to accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and
2 rest period premiums as required by law.

3 183. Moreover, upon information and belief, as a pattern and practice, in violation of
4 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
5 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
6 Statement Class, including but not limited to, beginning and ending of each work period, meal
7 period and split shift interval, the total daily hours worked, and the total hours worked per pay
8 period and applicable rates of pay.

9 184. Plaintiffs and the members of the Wage Statement Class have suffered injury as a
10 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
11 Class in that the members of the Wage Statement Class were not timely provided written accurate
12 itemized statements showing all requisite information, such that the members of the Wage
13 Statement Class were misled by Defendants as to the correct information regarding various items,
14 including but not limited to the total hours worked by the employee, gross pay, net wages earned
15 and all applicable hourly rates in effect during the pay period and the corresponding number of
16 hours worked at each hourly rate.

17 185. Pursuant to Labor Code section 226, and in light of Defendants' violations
18 addressed above, Plaintiff and the Wage Statement Class Members are each entitled to recover up
19 to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

20 **TENTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE NECESSARY EXPENSES**

22 **By Plaintiff and Class Against All Defendants**

23 186. Plaintiff incorporates by reference and realleges each and every allegation contained
24 above, as though fully set forth herein.

25 187. Plaintiff repeats and incorporates herein by reference each and every allegation set
26 forth above, as though fully set forth herein.

27 188. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
28 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

1 189. Plaintiff and the members of the Indemnification Class were required to incur
2 expenses in the performance of their assigned job duties. For example, Plaintiff and the
3 Indemnification Class Members were required to incur numerous out of pocket expenses,
4 including without limitation, cellular phone expenses and application expenses in direct
5 consequence of the discharge of their duties.

6 190. Upon information and belief, the Defendants did not reimburse Plaintiff or the
7 Plaintiff's subclass for such expenses.

8 191. As a result of the unlawful acts of Defendants, Plaintiff and the Subclass Members
9 have been deprived of un-reimbursed sums in amounts to be determined at trial, and are entitled
10 to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
11 pursuant to Labor Code §2802.

12 **ELEVENTH CAUSE OF ACTION**

13 **VIOLATION OF THE UNFAIR COMPETITION LAW**

14 **By Plaintiff and Class and the ICRAA Class Against All Defendants**

15 192. Plaintiff incorporates by reference and realleges each and every allegation contained
16 above, as though fully set forth herein.

17 193. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
18 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
19 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
20 the meaning of the California Code of Civil Procedure § 1021.5.

21 194. Defendants' policies, activities, and actions as alleged herein are violations of
22 California law and constitute unlawful business acts and practices in violation of California
23 Business and Professions Code §§ 17200, *et seq.*

24 195. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
25 predicated on the violation of any state or federal law.

26 196. The state law violations, including violations of the relevant IWC Wage Order,
27 detailed herein above are the predicate violations for this cause of action. By way of example only,
28 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with

1 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
2 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Order 7-2001.
3 Defendants further violated the law through their policies of failing to fully and accurately
4 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
5 overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate
6 itemized wage statement as specified above.

7 197. Defendants also violated Business and Professions Code section 17200 et seq.
8 through its unlawful practices in connection with background checks and consumer reports as set
9 forth herein.

10 198. Plaintiff and the Class Members have been personally aggrieved by Defendants'
11 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

12 199. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
13 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
14 during a period that commences four (4) years prior to the filing of this complaint; an award of
15 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
16 costs.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff pray judgment against Defendants, as follows:

19 **Class Certification**

- 20 1. That this action be certified as a class action;
21 2. That Plaintiff be appointed as the representatives of the Classes;
22 3. That Plaintiff be appointed as the representatives of the Subclasses; and
23 4. That counsel for Plaintiff be appointed as counsel for the Classes and Subclasses.
- 24
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1 **On the First and Second Causes of Action**

2 **Violation of FCRA**

- 3 1. A determination and judgment that Defendant willfully violated the 15 U.S.C. §
4 1681(b)(2)(A)(i) and(ii) of the FCRA by failing to make requisite disclosures and/or
5 including liability release language in its background check disclosure and authorization
6 form and/or by obtaining consumer reports on Plaintiff and FCRA CLASS Members
7 without having proper authorization to do so;
- 8 2. Pursuant to 15 U.S.C. § 1681n(a)(1)(A), an award of actual damages or statutory damages
9 to Plaintiff and the members of the FCRA CLASS in an amount equal to \$1,000 for
10 Plaintiff and each FCRA CLASS Member for Defendant's willful violation of the FCRA:
- 11 3. Pursuant to 15 U.S.C. § 1681n(a)(2), an award of punitive damages to Plaintiff and other
12 FCRA CLASS Members;
- 13 4. An award for costs of suit and reasonable attorneys' fees pursuant to 15 U.S.C. §
14 1681n(a)(3); and,
- 15 5. Such other and further relief as the Court deems just and equitable.

16 **On the Third Cause of Action**

17 **Violation of ICRAA**

18 **(Class Claim)**

- 19 1. A determination and judgment that Defendant willfully violated the ICRAA by failing to
20 make requisite clear and conspicuous disclosures and/or including extraneous information
21 in its background check disclosure and authorization form and/or by obtaining consumer
22 reports on Plaintiff and ICRAA SUBCLASS Members without having proper
23 authorization to do so;
- 24 2. An award of actual damages and/or statutory damages to Plaintiff and the members of the
25 ICRAA SUBCLASS
- 26 3. An award of punitive damages to Plaintiff and other ICRAA SUBCLASS Members;
- 27 4. An award for costs of suit and reasonable attorneys' fees pursuant to Cal Civ. Code §
28 1786.50;

Such other and further relief as the Court deems just and equitable.

On the Fourth Cause of Action

(Failure to pay Minimum Wages)

1. For the unpaid balance of the full amount of any unpaid minimum wages, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to accurately pay overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

1 **On the Seventh Cause of Action**

2 **(Failure to Authorize and Permit Lawful Rest Periods)**

- 3 1. For one (1) hour of premium pay for each day in which a required rest period was
4 not lawfully authorized and permitted; and
5 2. For reasonable attorneys' fees and costs pursuant to statute; and
6 3. For such other and further relief as the Court deems proper.

7 **On the Eighth Cause of Action**

8 **(Failure to Timely Pay Wages At Separation)**

- 9 1. For unpaid wages;
10 2. For penalties pursuant to Labor Code § 203;
11 3. For interest;
12 4. For reasonable attorneys' fees and costs pursuant to statute; and
13 5. For such other and further relief as the Court deems proper.

14 **On the Ninth Cause of Action**

15 **(Failure to Provide Accurate Itemized Wage Statements)**

- 16 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
17 2. For reasonable attorneys' fees and costs; and
18 3. For such other and further relief as the Court deems proper;

19 **On the Tenth Cause of Action**

20 **(Failure to Reimburse Necessary Expenses)**

- 21 1. For unreimbursed sums;
22 2. For reasonable attorneys' fees and costs pursuant to statute;
23 3. For interest; and
24 4. For such other and further relief as the Court deems proper.

25 **On the Eleventh Cause of Action**

26 **(Violation of the Unfair Competition Law)**

- 27 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
28 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum wages,

1 overtime wages, for Defendants' past failure to reimburse necessary expenses, for Defendants'
2 failure to make disclosures and obtain requisite authorizations, and for premium wages for meal
3 and rest periods that were not provided to Plaintiff and Class Members over the last four (4) years
4 in an amount according to proof;

5 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
6 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;

7 3. For pre-judgment interest on any unpaid overtime wages due from the day that such
8 amounts were due;

9 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
10 recover under the Labor Code; and

11 5. For such other and further relief as the Court deems proper.

12
13
14 **DEMAND FOR JURY TRIAL**

15 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
16 matter.

17
18 Respectfully submitted,

19
20 Dated: December 15, 2020

21 
22 JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

23 Attorneys for Plaintiff JUSTIN GRANT, on behalf of
24 himself and all others similarly situated
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