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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JAIME GONZALEZ, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

PROBUILD COMPANY, LLC, a
Delaware limited liability company, doing
business as DIXIELINE LUMBER &
HOME CENTERS; BUILDERS
FIRSTSOURCE, INC., entity type
unknown; and DOES 1-50, inclusive,

Defendants.

Case No. **CVRI 21 05278**

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 Make Proper Disclosure [California Civil Code §1785.1 et seq., California Consumer Credit Reporting Agencies Act];**
- 5) **Failure to Pay Minimum Wages;**
- 6) **Failure to Pay Overtime Owed;**
- 7) **Failure to Provide Lawful Meal Periods;**
- 8) **Failure To Authorize And Permit**

Rest Periods;

- 9) Failure to Timely Pay Wages During Employment**
- 10) Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 11) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions;**
- 12) Violation of the Unfair Competition Law;**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JAIME GONZALEZ (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against defendants PROBUILD COMPANY, LLC a Delaware limited liability company doing business as DIXIELINE LUMBER & HOME CENTERS and BUILDERS FIRSTSOURCE, INC., entity type unknown; and DOES 1-50, inclusive (collectively “Defendants” or “ProBuild”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382. The California Labor Code, reporting, and wage and hour claims are brought on behalf of Plaintiff and any and all persons who are or were employed by Defendants in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter. (“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. Plaintiff also alleges that during the relevant time period, Defendants improperly conducted background checks, conducted background checks without proper authorization, conducted unwarranted background checks, and obtained background checks on Plaintiff and Class Members when they applied for employment in violation of the Fair Credit Reporting Act

1 (“FCRA”), 15 U.S.C. §1681 et seq., the California Investigative Consumer Reporting Agencies Act
2 (“ICRAA”)(Cal Civ. Code §1786 et seq.), the California Consumer Credit Reporting Agencies Act,
3 (“CCRAA”), Civ. Code §1785.1 et seq.

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

6 5. The FCRA, ICRAA, and CCRAA Classes include the members of the Class, but
7 also include other prospective employees, employees, and former employees of Defendants
8 throughout the United States during the relevant time period.

9 6. Plaintiff, individually and on behalf of the FCRA, ICRAA, and CCRAA Classes,
10 seeks compensatory and statutory damages, penalties, and punitive damages due to Defendants’
11 systematic and willful violations of the FCRA, ICRAA, and CCRAA.

12 7. Defendants implemented uniform policies and practices that deprived Plaintiff and
13 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
14 premium wages; lawful meal and/or rest breaks; and timely payment of wages.

15 8. Such actions and policies, as described above and further herein, were and continue
16 to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class
17 members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203,
18 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2,
19 1195, 1197, 1198, applicable IWC California Wage Orders and California Code of Regulations,
20 Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation,
21 unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

22 9. In addition, Plaintiff alleges upon information and belief, during the relevant time
23 period, Defendants improperly conducted background checks and obtained consumer credit reports
24 on Plaintiff and FCRA Class Members when they applied for employment and during employment
25 in violation of Labor Code § 1024.5, Civ. Code §§1785.1 et seq., 1786 et seq. and 15 USC §1681
26 et seq.

27 10. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and
28 Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to

1 pay to Plaintiffs and Class Members all of their wages, including overtime and premium wages.

2 **JURISDICTION AND VENUE**

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

7 12. This Court has jurisdiction over this action pursuant to the California Constitution
8 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
9 those given by statute to other courts.

10 13. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

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

18 15. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
19 similarly situated Non-Exempt Employees within Riverside County and it is believed that
20 Defendants have employed hundreds of Class Members as Non-Exempt Employees in Riverside
21 County and throughout the State.

22 16. The California Superior Court also has jurisdiction in this matter because the
23 individual claims of the Class Members described herein are presently believed to be under the
24 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
25 aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including
26 attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be
27 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.

28 17. Venue is proper in this Court because one or more of the Defendants reside, transact

1 business, or have offices in this County, Plaintiff is a resident of this County, and the acts or
2 omissions alleged herein took place in this County.

3 **PARTIES**

4 18. Defendant ProBuild Company is a Delaware limited liability company doing
5 business as Dixieline Lumber & Home Centers in the state of California. It is based at 2001
6 Bryan Street, Suite 1600, Dallas, TX 75201.

7 19. Defendant Builders FirstSource is an entity of unknown type doing business in the
8 state of California. It is also based at 2001 Bryan Street, Suite 1600, Dallas, TX 75201.

9 20. Upon information and belief, Defendants employ Non-Exempt Employees, like
10 Plaintiff, throughout the State of California.

11 21. Plaintiff Jaime Gonzalez is and during the liability period has been, a resident of
12 California.

13 22. Plaintiff was employed in an hourly, non-exempt position by Defendants during the
14 relevant time period.

15 23. Plaintiff and the members of the putative Class of Non-Exempt Employees were
16 employed by Defendants as non-exempt employees, however titled, working for Defendants' in the
17 State of California within the four (4) years prior to the filing of the Complaint in this action until
18 the resolution of this lawsuit.

19 24. Plaintiff and the members of the FCRA Class are all prospective employees and/or
20 current employees employed by, or formerly employed by Defendants who, as a condition of
21 employment, were required to submit to a background check in the United States at any time during
22 the period beginning five years prior to the filing of this Complaint to the present.

23 25. Plaintiff and the members of the ICRAA and CCRAA Classes are all prospective
24 employees and/or current employees employed by, or formerly employed by Defendants in
25 California who, as a condition of employment, were required to submit to a background check at
26 any time during the period beginning seven years prior to the filing of this Complaint to the present.

27 26. Whenever in this complaint reference is made to any act, deed, or conduct of
28 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through

one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

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

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

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

FACTUAL ALLEGATIONS

30. During the relevant time frame, Defendants compensated Plaintiff and the Non-Exempt Employees based upon an hourly wage.

31. 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

1 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
2 the IWC Wage Orders and the Labor Code.

3 32. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-
4 exempt position. He worked as a Material Handler/Assembler approximately six days a week and
5 typically ten hours per day.

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

9 34. All Class Members are similarly situated in that they are all subject to Defendants'
10 uniform policies and systemic practices as specified herein.

11 35. Plaintiff and the Class Members were required to clock in at the beginning of their
12 shifts, clock out for lunch, in at the end of their lunch periods and out at the end of their shifts.
13 Plaintiff and the Class Members were not paid for all hours worked.

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

17 37. Plaintiff and, upon information and belief, Defendants received gift cards,
18 incentives, and other forms of remuneration for meeting certain markers, goals, or productivity
19 requirements.

20 38. Upon information and belief, Defendants failed to incorporate all forms of non-
21 discretionary compensation into the regular rate, including differentials, gift cards, and incentives.

22 39. Plaintiff and the Class Members were regularly required to work shifts in excess of
23 five hours without being provided a lawful meal period and, on occasion, over ten hours in a day
24 without being provided a second lawful meal period as required by law.

25 40. Indeed, during the relevant time, as a consequence of Defendants' scheduling
26 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
27 provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal
28 periods as required by law. Not only were Plaintiff's and the Class Members' first meal breaks

1 frequently not provided, untimely or short, but also Plaintiff and the Class Members were not
2 provided a second meal period when working shifts in excess of 10 hours and in excess of 12
3 hours.

4 41. On information and belief, Plaintiff and Class Members did not waive their rights
5 to a first or second meal period.

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

10 43. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
11 should know, knew, and/or should have known that Plaintiff and the other Class Members were
12 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
13 accurately calculated compensation.

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

18 45. Defendants maintained and enforced staffing and scheduling practices, policies,
19 and imposed work demands that frequently required Plaintiff and Class Members to forego their
20 lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction
21 thereof. Such requisite rest periods were not timely authorized and permitted.

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

27 47. Defendants also failed to provide accurate, lawful itemized wage statements to
28 Plaintiff and the Class Members in part because of the above specified violations.

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

49. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiffs and Class Members for all wages owed including straight time, overtime, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

50. In addition to any derivative violation under Labor Code section 201-202 for failure to pay all wages owed at terminations, Defendants failed to pay Plaintiff and the Class Members all wages owed at the time of termination as required by law and did not pay waiting time penalties.

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

CLASS ACTION ALLEGATIONS

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

53. All claims alleged herein arise under California law for which Plaintiff seeks relief as authorized by California law.

54. The proposed class is comprised of and defined as: **all persons who are or were employed by the Defendants as hourly paid, non-exempt employees in the State of California**

1 at any time from four years prior to the filing of this action¹ through resolution or trial of the
2 matter. (hereinafter collectively referred to as the “Class” or “Class Members”).

3 55. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which
4 are composed of Class Members satisfying the following definitions:

5 a. All Class Members who were not paid at least minimum wage for all hours
6 worked (collectively “**Minimum Wage Subclass**”);

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

9 c. All Class Members who worked more than five (5) hours in a workday and
10 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
11 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
12 thereof (hereinafter collectively referred to as the “**First Meal Period Subclass**”);

13 d. All Class Members who worked more than ten hours in a workday and were
14 not provided with a timely, uninterrupted lawful second meal period of thirty (30) minutes, and
15 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
16 thereof (hereinafter collectively referred to as the “**Second Meal Period Subclass**”);

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

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

25 g. All Class Members who were not provided with accurate and complete
26 itemized wage statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement**
27 **Subclass**”);

28 ¹ As properly tolled by California Rule of Court App I. R.R. Emergency Rule 9

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

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

9 57. As set forth in further detail below, this action has been brought and may properly
10 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
11 because there is a well-defined community of interest in the litigation, and the proposed Class and
12 Subclasses are easily ascertainable through Defendants' records.

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

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

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

- 26 i. Whether Defendants ran unlawful background checks on Class Members;
27 ii. Whether Defendants accurately paid Class Members for all hours worked;

1 iii. Whether Defendants knew or should have known that Class Members were
2 required to perform work off the clock;

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

6 v. Whether Defendants accurately paid employees double time for hours
7 worked in excess of 12 hours in one day or for work over 8 hours in a day on the seventh day of
8 work in a workweek;

9 vi. Whether Defendants had a policy and practice of providing lawful, timely
10 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare
11 Commission (“IWC”) wage order;

12 vii. Whether Defendants had a policy and practice of complying with Labor
13 Code section 226.7 and IWC Wage Order on each instance that a lawful, timely 30-minute
14 uninterrupted meal period was not provided;

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

17 ix. Whether Defendants had a policy and practice of complying with Labor
18 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not
19 provided;

20 x. Whether Defendants failed to timely pay all wages upon separation in
21 accordance with Labor Code sections 201-202;

22 xi. Whether Defendants omitted required information from itemized wage
23 statements;

24 xii. Whether Defendants failed to maintain accurate records of Class Members'
25 earned wages, work periods, meal periods and deductions;

26 xiii. Whether Defendants engaged in unfair competition in violation of section
27 17200 et seq. of the Business and Professions Code;

28 xiv. Whether Defendants’ conduct was willful and/or reckless;

1 xv. Whether Defendants failed to provide accurate itemized wage statements in
2 violation of Labor Code § 226; and

3 xvi. The appropriate amount of damages, restitution, and/or monetary penalties
4 resulting from Defendants' violations of California law.

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

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

27 f. Superiority: The nature of this action makes the use of class action
28 adjudication superior to other methods. A class action will achieve economies of time, effort,

1 judicial resources, and expense, which would not be achieved with separate lawsuits. The
2 prosecution of separate actions by individual members of the Class and/or Subclasses would create
3 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
4 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
5 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
6 disposition of their interests through actions to which they were not parties. Thus, a class action is
7 superior to other available means for the fair and efficient adjudication of this controversy because
8 individual joinder of all Class Members is not practicable, and questions of law and fact common
9 to the Class predominate over any questions affecting only individual Class Members. Each
10 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
11 unlawful policies and practices that affected each member of the Class and/or Subclasses similarly.
12 Class action treatment will allow those similarly situated persons to litigate their claims in the
13 manner that is most efficient and economical for both parties and the judicial system. Plaintiff is
14 unaware of any difficulties that are likely to be encountered in the management of this action that
15 would preclude its maintenance as a class action.

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

25 **FCRA CLASS ALLEGATIONS**

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

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

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

13 61. An employer or prospective employer violates FCRA’s standalone document
14 requirement by including extraneous information in that disclosure. *Gilberg v. Cal. Check*
15 *Cashing Stores, Ltd. Liab. Co.*, 913 F. 3d 1169, 1171 (9th Cir. 2019).

16 62. Plaintiff alleges, upon information and belief, that in violation of 15 U.S.C.
17 §1681b(b)(2)(A)(ii), Defendant has obtained consumer reports without providing proper
18 disclosures and without proper authorization and consent as required by the FCRA. This triggers
19 statutory damages under the FCRA in the amount of up to \$1,000 for each applicant that
20 Defendant obtained a consumer report for without a valid authorization, as well as punitive
21 damages, equitable relief, and attorneys’ fees and costs.

22 63. Plaintiff brings the First and Second Causes of Action on behalf of the proposed
23 **FCRA Class**, defined as all prospective employees and/or employees employed by, or formerly
24 employed by Defendants in the United States who, as a condition of employment, were required
25 to submit a background check at any time during the period beginning five (5) years prior to the
26 filing of this Complaint and ending on the date as determined by the Court (**the “FCRA**
27 **CLASS”**).

1 64. To the extent equitable tolling operates to toll claims by the FCRA CLASS against
2 Defendants, the FCRA CLASS PERIOD as specified in the preceding paragraph should be
3 adjusted accordingly.

4 65. Defendants, as a matter of corporate policy, practice and procedure, and in
5 violation of the Fair Credit Reporting Act 15 U.S.C. §1681, et seq., intentionally, knowingly, and
6 willfully, engaged in a practice whereby Defendants uniformly, unfairly, unlawfully, and
7 deceptively instituted a practice of obtaining consumer reports without proper disclosures or valid
8 authorization to do so.

9 66. The FCRA CLASS is so numerous that joinder of all FCRA CLASS Members is
10 impracticable.

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

19 68. As a result of Defendants' violations, Plaintiff and, upon information and belief
20 the FCRA Class Members were confused regarding the nature of their rights under the FCRA and
21 did not give valid authorization for Defendant to procure a consumer report.

22 69. Plaintiff alleges, upon information and belief, Defendants acted willfully in a
23 deliberate manner or in reckless disregard of the obligations imposed by the FCRA, and the rights
24 of applicants and employees. The willfulness of Defendants' conduct is demonstrated, in part,
25 by:

- 26 a. Defendants' practices were carried out in the manner that Defendant
27 intended and not by mere accident or mistake.

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

18 70. Nevertheless, Defendants acted in deliberate disregard of their obligations and the
19 rights of Plaintiff and other FCRA CLASS Members under 15 U.S.C. § 1681b(b)(2)(A)(i).

20 71. As a result of Defendants’ illegal procurement of consumer reports by way of their
21 inadequate disclosures, Plaintiffs and the FCRA CLASS have been damaged including, but not
22 limited to, having their privacy and statutory rights invaded in violation of the FCRA, and
23 suffering increased risk of identity theft and fraud.

24 72. Defendants’ failure to provide a compliant disclosure, and failure to obtain proper
25 authorization, deprived Plaintiff and others similarly situated of the right to information and the
26 right to privacy guaranteed by 15 U.S.C. § 1681b(b)(2)(A). *Syed v. M-I, LLC*, 853 F.3d 492, 499
27 (9th Cir. 2017).

1 73. Defendants' failure to provide a compliant disclosure, and failure to obtain proper
2 authorization, also deprived Plaintiff and others similarly situated of their respective abilities to
3 meaningfully authorize their reports.

4 74. In addition, Defendant procured valuable information with economic value
5 relevant to members of the FCRA CLASS through these unlawful background checks without
6 having lawful authorization to obtain such information.

7 75. Common questions of law and fact exist as to members of the FCRA CLASS,
8 including, but not limited to, the following:

- 9 a. Whether Defendants required the FCRA CLASS Members to sign a
10 background check disclosure and authorization forms;
- 11 b. Whether Defendants' background check disclosure and authorization forms
12 (to the extent there were any) comply with the FCRA;
- 13 c. Whether Defendants violated the FCRA by including surplusage and/or
14 extraneous information in its background check disclosure and
15 authorization forms;
- 16 d. Whether Defendants violated the FCRA by procuring consumer report
17 information based on invalid authorizations;
- 18 e. Whether Defendants violated the FCRA by procuring consumer report
19 information without valid authorizations;
- 20 f. Whether Defendants' violations of the FCRA were willful;
- 21 g. The proper measure of statutory damages and punitive damages.

22 76. This Class Action meets the statutory prerequisites for the maintenance of a Class
23 Action in that:

- 24 a. The persons who comprise the FCRA CLASS are so numerous that the
25 joinder of all such persons is impracticable and the disposition of their
26 claims as a class will benefit the parties and the Court;
- 27 b. The members of the FCRA CLASS are readily ascertainable from
28 Defendants' business records.

- 1 c. Nearly all factual, legal, statutory, and declaratory relief issues that are
2 raised in this Complaint are common to the FCRA CLASS will apply
3 uniformly to every member of the FCRA CLASS;
- 4 d. The claims of the representative Plaintiff are typical of the claims of each
5 member of the FCRA CLASS. Plaintiff, like all the other members of the
6 FCRA SUBCLASS, had a background/consumer report obtained on his
7 behalf by Defendants prior to obtaining valid authorization to do so in
8 violation of the FCRA as described herein. Plaintiff and the members of
9 the FCRA CLASS were and are similarly or identically harmed by the
10 same unlawful, deceptive, unfair and pervasive pattern of misconduct
11 engaged in by Defendants; and
- 12 e. The representative Plaintiff will fairly and adequately represent and protect
13 the interest of the FCRA CLASS, and has retained counsel who are
14 competent and experienced in Class Action litigation. There are no
15 material conflicts between the claims of the representative PLAINTIFF and
16 the members of the FCRA CLASS that would make class certification
17 inappropriate. Counsel for the FCRA CLASS will vigorously assert the
18 claims of all employees in the FCRA CLASS.

19 77. In addition, the prosecution of separate actions will create the risk of inconsistent
20 or varying adjudications with respect to individual members of the FCRA CLASS which would
21 establish incompatible standards of conduct for the parties opposing the FCRA CLASS; and/or,
22 adjudication with respect to individual members of the FCRA CLASS which would as a practical
23 matter be dispositive of interests of the other members not party to the adjudication or
24 substantially impair or impede their ability to protect their interests.

25 78. Common questions of law and fact exist as to members of the FCRA CLASS, with
26 respect to the practices and violations of the FCRA set forth above, and predominate over any
27 question affection only individual FCRA CLASS Members, and a Class Action is superior to
28 other available methods for the fair and efficient adjudication of the controversy.

1 79. A Class Action is superior to other available methods for the fair and efficient
2 adjudication of this litigation because class treatment will obviate the need for unduly and
3 unnecessary duplicative litigation that is likely to result in the absence of certification of this
4 Action.

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

10 **CLASS ACTION CLAIMS**

11 **FIRST CAUSE OF ACTION**

12 **FOR FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE FCRA**

13 **[15 U.S.C. §1681b(b)(2)(A)(i), ET SEQ.]**

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

15 81. PLAINTIFF, and the other members of the FCRA CLASS, reallege and
16 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
17 Complaint.

18 82. 15 U.S.C. §1681b(b)(2)(A)(i) provides that:

19 A person may not procure a consumer report, or cause a consumer report to be procured,
20 for employment purposes with respect to any consumer, unless –
21 (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.

22 83. Defendants failed to provide standalone clear and unambiguous disclosures to
23 Plaintiffs and the FCRA Class Members in standalone documents. To the extent any disclosures
24 were provided, they were laden with extraneous information.

25 84. Defendants violated 15 U.S.C. §1681b(b)(2)(A)(i) of the FCRA by failing to make
26 proper disclosure to Plaintiff and members of the FCRA CLASS as required by the statute before
27 the report is procured or caused to be procured.

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

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

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF ICRAA (CAL. CIV.**

7 **CODE §1786 ET SEQ.)**

8 **(By Plaintiff and the ICRAA SUBCLASS Against All Defendants)**

9 96. Plaintiff incorporates all paragraphs of this Complaint is if fully alleged herein.

10 97. Defendants are "persons" as defined by Section 1786.2(n) of the Investigative
11 Consumer Reporting Agencies Act ("ICRAA").

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

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

17 100. Thus, a background check qualifies as an investigative consumer report under the
18 ICRAA.

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

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

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

26 (i) An investigative consumer report may be obtained.

27 (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 requests, 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
11 whether the consumer's personal information will be sent outside the United States or its
12 territories and information that complies with subdivision (d) of Section 1786.20...

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

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

18 103. To the extent any disclosures were provided, the purported disclosures provided by
19 Defendants to Plaintiff and the ICRAA SUBCLASS do not provide the information required by
20 statute and are not clear and unambiguous disclosures in stand-alone documents. Thus, they do
21 not meet the requirements under the law.

22 104. Under the ICRAA, it is unlawful to procure or cause to be procured, a consumer
23 report investigative consumer report for employment purposes unless the disclosure is made in a
24 document that consists solely of the disclosure and the consumer has authorized, in writing, the
25 procurement of the report. Cal. Civ. Code §1786.16(a)(2)(B)-(C). The failure to include all
26 relevant information and the inclusion of extraneous information, therefore, violates the statute.

27 105. Upon information and belief, Plaintiff alleges that Defendants have a policy and
28 practice of failing to provide adequate written disclosures to applicants and employees, before

1 procuring background checks or causing background checks to be procured, as described above.
2 Pursuant to the policy and practice, Defendants procured background checks or caused
3 background checks to be procured for Plaintiff and class members without first providing a valid
4 written disclosure and obtaining consent in compliance with §1786.16(a)(2)(B) of the ICRAA, as
5 described above.

6 106. Defendants' conduct in violation of §1786.16(a)(2)(B) of the ICRAA was and is
7 willful and/or grossly negligent. Defendants acted in deliberate or reckless disregard of their
8 obligations and the rights of applicants and employees, including Plaintiff and ICRAA
9 SUBCLASS members.

10 107. As a result of Defendants' illegal procurement of background reports by way of
11 their inadequate disclosures, as set forth above, Plaintiff and ICRAA SUBCLASS members have
12 been injured, including, but not limited to, having their privacy and statutory rights invaded in
13 violation of the ICRAA.

14 108. Plaintiff and behalf of himself and all ICRAA SUBCLASS members, seeks all
15 available remedies pursuant to Cal. Civ. Code §1786.50, including statutory damages and/or
16 actual damages, punitive damages, and attorneys' fees and costs.

17 109. In the alternative to Plaintiff's allegation that these violations were willful or
18 grossly negligent, Plaintiff alleges that the violations were negligent and seeks the appropriate
19 remedy, if any, under Cal. Civ. Code §1786.50(a), including actual damages and attorneys' fees
20 and costs.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF CCRAA**

23 **(CAL. CIV. CODE §1785 ET SEQ.)**

24 **(By Plaintiff and the CCRAA SUBCLASS Against All Defendants)**

25 110. Plaintiff incorporates all paragraphs of this Complaint as if fully alleges herein.

26 111. Defendants are "persons" as defined by Section 1785.3(j) of the Consumer Credit
27 Reporting Agencies Act ("CCRAA").
28

1 112. Plaintiff and CCRAA SUBCLASS members are “consumers” within the meaning
2 of Section 1785.3(b) of the CCRAA, because they are “natural individuals.”

3 113. Section 1785.3(c) of the ICRAA defines “consumer credit report” as:

4 Any written, oral, or other communication or any information by a consumer credit
5 reporting agency bearing on a consumer’s credit worthiness, credit standing, or credit
6 capacity, which is used or is expected to be used, or collected in whole or in part, for the
7 purpose of serving as a factor in establishing the consumer’s eligibility for:...(2)
8 employment purposes...

9 114. Thus a credit report qualifies as a consumer credit report under the CCRAA.

10 115. Section 1785.20(a) of the CCRAA provides, in relevant part:

11 Prior to requesting a consumer credit report for employment purposes, the use of the
12 report shall provide written notice to the person involved. The notice shall inform the
13 person that a report will be used, and shall identify the specific basis under subdivision (a)
14 of Section 1024.5 of the Labor Code for use of the report. The notice shall also inform the
15 person of the source of the report, and shall contain a box that the person may check off to
16 receive a copy of the credit report. If the consumer indicates that he or she wishes to
17 receive a copy of the report, the user shall request that a copy be provided to the person
18 when the use requests its copy from the credit reporting agency. The report to the user and
19 to the subject person shall be provided contemporaneously and at no charge to the subject
20 person.

21 116. As described above, Plaintiff alleges that in evaluating him and other CCRAA
22 SUBCLASS members for employment or during employment, Defendants procured or caused to
23 be prepared consumer credit reports (e.g. credit reports), as defined by Cal. Civ. Code §
24 1785.3(c).

25 117. The notice provided to Plaintiff and the CCRAA SUBCLASS members in
26 connection with this consumer credit report failed to comply with the requirements for the
27 CCRAA by, inter alia, failing to identify the specific basis under subdivision (a) of Section
28 1024.5 of the Labor Code for use of the report; failing to include a box for CCRAA SUBCLASS

1 members to check to obtain a copy of the report; and failing to provide a copy of said report as
2 required by law.

3 118. This constitutes a violation of the Civil Code section 1785.20.5.

4 119. In addition, Plaintiff contends that Defendants violated California law by
5 procuring background checks on employees in violation of Labor Code 1024.5, as Plaintiff and
6 certain members of the CCRAA Class did not work in one of the covered positions for which the
7 pulling of a consumer credit report was authorized or meet the criteria set forth in the statute.

8 120. Accordingly, upon information and belief, Plaintiff alleges that Defendants have a
9 policy and practice of obtaining unlawful background checks on employees like Plaintiff and the
10 CCRAA Class Members.

11 121. In addition, upon information and belief, Plaintiff alleges that Defendants have a
12 policy and practice of failing to provide adequate written disclosures to applicants and employees
13 and obtaining proper authorizations, before, procuring credit reports or causing credit reports to
14 be procured as described above. Pursuant to that policy and practice, Defendants procured credit
15 reports or caused credit report to be procured for Plaintiff and CCRAA SUBCLASS members
16 without first providing a written notice in compliance with §1785.20.5(a) of the CCRAA, as
17 described above.

18 122. Defendants' conduct in violation of §1785.20.5(a) of the CCRAA was and is
19 willful and/or grossly negligent. Defendants acted in deliberate or reckless disregard of their
20 obligations and the rights of applicants and employees, including Plaintiff and class members.

21 123. As a result of Defendants' illegal procurement of credit reports by way of their
22 inadequate notice, as set forth above, Plaintiff and class members have been injured including, but
23 not limited to, having their privacy and statutory rights invaded in violation of the CCRAA.

24 124. Plaintiff, on behalf of himself and all CCRAA SUBCLASS members, seeks all
25 available remedies pursuant to Cal. Civ. Code §1785.31, including statutory damages and/or
26 actual damages, punitive damages, injunctive relief, and attorneys' fees and costs.

27 125. In the alternative to Plaintiff's allegation that these violations were willful,
28 Plaintiff alleges that the violation were negligent and seeks the appropriate remedy, if any, under

1 Cal. Civ. Code §1785.31(a)(1), including but not limited to actual damages and attorneys' fees
2 and costs.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 **(By Plaintiff and the Class Against Defendants)**

6 126. Plaintiff incorporates each and every allegation set forth in all of the foregoing
7 paragraphs as if fully set forth herein.

8 127. Labor Code section 204 establishes the fundamental right of all employees in the
9 State of California to be paid wages, including minimum wage, straight time and overtime, in a
10 timely fashion for their work.

11 128. Labor Code section 1194(a) provides that notwithstanding any agreement to work
12 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
13 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
14 of the full amount of this minimum wage or overtime compensation, including interest thereon,
15 reasonable attorney's fees, and costs of suit.

16 129. Labor Code section 1197 provides: The minimum wage for employees fixed by the
17 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
18 and the payment of a lower wage than the minimum so fixed is unlawful.

19 130. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
20 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
21 Wage Order(s).

22 131. The applicable wage orders and California Labor Code sections 1197 and 1182.12
23 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
24 state law.

25 132. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
26 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
27 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
28 equal to the unpaid wages and interest accrued thereon.

1 133. During all relevant periods, the California Labor Code and wage orders required that
2 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
3 hours worked.

4 134. The IWC Wage Orders define “hours worked” as “the time during which an
5 employee is subject to the control of an employer, and includes all the time the employee is suffered
6 or permitted to work, whether or not required to do so.”

7 135. At all times relevant, Plaintiff and Class Members consistently worked hours for
8 which they were not paid because Defendants frequently required Plaintiff and the Class Members
9 to work off the clock.

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

12 137. Defendant’s policy and practice of not paying all minimum wages violates
13 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
14 applicable wage order 5-2001.

15 138. Due to Defendants’ violations of the California Labor Code and wage orders,
16 Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their
17 unpaid wages, statutory penalties, reasonable attorneys’ fees and costs in this action, and pre-
18 judgment and post-judgment interest, as well as liquidated damages.

19
20 **SIXTH CAUSE OF ACTION**
21 **FAILURE TO PAY OVERTIME OWED**

22 **(By Plaintiff and the Class Against All Defendants)**

23 139. Plaintiff incorporates each and every allegation set forth in all of the foregoing
24 paragraphs as if fully set forth herein.

25 140. During all relevant periods, Defendant required Plaintiff and the Class members to
26 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours
27 per workweek.

28 141. During all relevant periods, both the California Labor Code sections 1194, 1197,

1 510, 1198, and the pertinent wage order 7-2001 and 9-2001 required that all work performed by an
2 employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek,
3 or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times
4 the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is
5 required to be compensated at the rate of no less than twice the regular rate of pay for an employee.
6 In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is
7 required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

8 142. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
9 and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty
10 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their
11 regular rate of pay. Upon information and belief, Defendants also failed to properly compensate
12 Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or
13 eight (8) hours on the seventh (7th) day of a workweek.

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

17 144. At all times relevant, Plaintiff and Class Members consistently worked hours for
18 which they were not paid because Plaintiff and the Class Members were required to work off the
19 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
20 hours in a workweek and should have been paid at the overtime rate.

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

23 146. In addition, upon information and belief, Defendants failed to incorporate all forms
24 of compensation, including without limitation bonuses, differentials, gift cards, and incentives, into
25 the regular rate for overtime purposes.

26 147. As a result, Defendants failed to pay Plaintiff and the Class members earned
27 overtime wages and such employees suffered damages as a result.

28 148. Defendants knew or should have known Plaintiffs and the Class Members were

1 undercompensated as a result of these practices.

2 149. Due to Defendant's violations of the California Labor Code, Plaintiff and the Class
3 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
4 attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory
5 penalties, and liquidated damages.

6
7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

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

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

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

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

20 153. As a consequence of Defendants' policies and practices, requirements, demands,
21 coverage and staffing, Plaintiff and the Class Members were often required to forego such meal
22 periods, take shortened meal periods, and/or commence their meal periods into and beyond the
23 sixth hour of their shifts.

24 154. Upon information and belief, Plaintiff and the Class Members were not paid one
25 hour of pay at their regular rate for each day that a meal period was not lawfully provided, in part,
26 because any such payments failed to include any incentives, gift cards, and other remuneration in
27 the regular rate.

28 155. Moreover, as a matter of policy and practice, upon information and belief, the Class

1 members were also not provided second meal periods on days when shifts exceeded ten hours (and
2 twelve hours), nor were they provided premium wages in lieu of a second meal period. On
3 information and belief, Plaintiff and the Class Members did not waive their rights to a second meal
4 period on shifts in excess of ten hours.

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

7 157. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover
8 one (1) hour of premium pay at the regular rate for each day in which a meal period violation
9 occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties
10 as applicable.

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

16 **EIGHTH CAUSE OF ACTION**

17 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

18 **(By Plaintiff and the Rest Period Subclasses Against All Defendants)**

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

21 160. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members'
22 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
23 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized
24 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
25 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall
26 be counted as hours worked, for which there shall be no deduction from wages."

27 161. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
28 during any rest period mandated by an applicable order of the IWC.

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

5 163. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class
6 Member's employment with Defendants, Defendants failed and refused to authorize and permit
7 Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours
8 worked, or major fraction thereof. Such rest breaks, when provided, were frequently untimely or
9 less than net ten minutes because of the work requirements imposed by Defendants, and frequent
10 calls during rest periods.

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

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

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

NINTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING
EMPLOYMENT

(By Plaintiff and the Class Against All Defendants)

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

168. Labor Code section 204 requires that all wages are due and payable twice in each calendar month.

169. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became due and payable to each employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

170. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code.

171. Labor Code section 210 (a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

103. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

1 **TENTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

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

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

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

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

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

16 176. In addition, irrespective of any derivative violation, Defendants failed to timely pay
17 Plaintiff and, upon information and belief, other Class Members earned compensation at the time
18 of termination despite their obligations under Labor Code 201 and 202.

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

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

ELEVENTH CAUSE OF ACTION
KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT PROVISIONS

By Plaintiff and Wage Statement Subclass Against Defendants

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

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

181. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

182. Labor Code section 1174 of the California also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the preceding

1 causes of action and herein. Defendants' failure to comply with Labor Code section 1174 is
2 unlawful pursuant to Labor Code section 1175.

3 183. Defendants have failed to record many of the items delineated in applicable
4 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
5 1174, including by virtue of the fact that each wage statement which failed to accurately
6 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided
7 meal and rest periods, or which failed to include compensation for all minimum wages earned or
8 overtime hours worked, was an inaccurate wage statement.

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

17 185. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
18 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
19 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
20 required information. Here, Plaintiff asserts the Defendant omitted required information, failed to
21 accurately include all applicable hourly rates on the wage statements and the corresponding
22 number of hours worked at such rates or hours paid at such rates. In addition, Defendants have
23 failed to provide accurate itemized wage statements as a consequence of the above-specified
24 violations for failure to accurately pay all wages owed, accurately record all hours worked, and
25 failure to pay meal and rest period premiums as required by law.

26 186. Moreover, upon information and belief, as a pattern and practice, in violation of
27 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
28 accurate records pertaining to the total hours worked for Defendants by the members of the Wage

1 Statement Class, including but not limited to, beginning and ending of each work period, meal
2 period and split shift interval, the total daily hours worked, and the total hours worked per pay
3 period and applicable rates of pay.

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

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

15 **TWELFTH CAUSE OF ACTION**

16 **VIOLATION OF THE UNFAIR COMPETITION LAW**

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

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

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

24 191. Defendants' policies, activities, and actions as alleged herein are violations of
25 California law and constitute unlawful business acts and practices in violation of California
26 Business and Professions Code §§ 17200, *et seq.*

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

193. The state law violations, including violations of the relevant IWC Wage Order, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with timely meal and rest periods or pay one (1) hour of premium pay at the regular rate when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders. Defendants further violated the law through their policies of failing to fully and accurately compensate Plaintiff and the Class Members for all hours worked, including minimum wages and overtime, as well as failing to provide accurate itemized wage statement as specified above.

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That Plaintiff be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

Violation of FCRA

- i. A determination and judgement that Defendant willfully violated the 15 U.S.C. §1681b(b)(2)(A)(i) and (ii) of the FCRA by failing to make requisite disclosures and/or including liability release language in its background check disclosure and

- 1 authorization form and/or by obtaining consumer reports on Plaintiff and FCRA
2 CLASS Members without having proper authorization to do so;
- 3 ii. Pursuant to 15 U.S.C. § 1681n(a)(1)(A), an award of statutory damages to Plaintiff
4 and the members of the FCRA CLASS in an amount equal to \$1,000 for plaintiff
5 and each FCRA CLASS Member for Defendant's willful violation of the FCRA;
- 6 iii. Pursuant to 15 U.S.C. §1681n(a)(2), an award of punitive damages to Plaintiff and
7 other FCRA CLASS Members;
- 8 iv. An award for costs of suit and reasonable attorneys' fees pursuant to 15 U.S.C. §
9 1681n(a)(3); and
- 10 v. Such other and further relief as the Court deems just and equitable.

11 **On the Second Cause of Action**

12 Violation of FCRA

- 13 1. A determination and judgment that Defendant willfully violated the 15 U.S.C. §
14 1681b(b)(2)(A)(i) and (ii) of the FCRA by failing to make requisite disclosures
15 and/or including liability release language in its background check disclosure and
16 authorization form and/or by obtaining consumer reports on Plaintiff and FCRA
17 CLASS Members without having proper authorization to do so;
- 18 2. Pursuant to 15 U.S.C. § 1681n(a)(1)(A), an award of statutory damages to Plaintiff
19 and the members of the FCRA CLASS in an amount equal to \$1,000 for Plaintiff
20 and each FCRA CLASS Members for Defendant's willful violation of the FCRA;
- 21 3. Pursuant to 15 U.S.C. § 1681n(a)(2), an award of punitive damages to Plaintiff and
22 other FCRA CLASS Members;
- 23 4. An award for costs of suit and reasonable attorneys' fees pursuant to 15 U.S.C. §
24 1681n(a)(3); and,
- 25 5. Such other and further relief as the Court deems just and equitable.

26 **On the Third Cause of Action**

27 Violation of ICRAA

28 (Class Claim)

1. A determination and judgment that Defendant willfully violated the ICRAA by failing to make requisite complete clear and conspicuous disclosures and/or including extraneous information in its background check disclosure and authorization form and/or by obtaining consumer reports on Plaintiff and ICRAA SUBCLASS Members without having proper authorization to do so;
2. An award of actual damages and/or statutory damages to Plaintiff and the members of the ICRAA SUBCLASS;
3. An award of punitive damages to Plaintiff and other ICRAA SUBCLASS Members;
4. An award for costs of suit and reasonable attorneys' fees pursuant to Cal. Civ. Code § 1786.50;
5. Such other and further relief as the Court deems just and equitable.

On the Fourth Cause of Action

Violation of CCRAA

(Class Claim)

1. A determination and judgement that Defendant willfully violated the CCRAA by omitting the check box to request a copy of the credit report and/or by failing to make requisite complete clear and conscious disclosures and/or including extraneous information in its background check disclosure and authorization form and/or by obtaining consumer reports on Plaintiff and CCRAA SUBCLASS Members without having proper authorization to do so;
2. Injunctive relief;
3. An award of actual damages and/or statutory damages to Plaintiff and the members of the CCRAA SUBCLASS;
4. An award of punitive damages to Plaintiff and other CCRAA SUBCLASS Member;
5. An award for costs of suit and reasonable attorneys' fees pursuant to statute;
6. Such other and further relief as the Ourt deems just and equitable.

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On the Fifth Cause of Action

(Failure to pay minimum wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular 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 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 Seventh 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.

On the Eighth Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

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

On the Ninth Cause of Action

(Failure to Timely Pay Wages Due and Payable During Employment)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages unlawfully withheld;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

On the Tenth Cause of Action

(Failure to Timely Pay Wages At Separation)

6. For unpaid wages;
7. For penalties pursuant to Labor Code § 203;
8. For interest;
9. For reasonable attorneys' fees and costs pursuant to statute; and
10. For such other and further relief as the Court deems proper.

On the Eleventh Cause of Action

(Failure to Provide Accurate Itemized Wage Statements)

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

On the Twelfth Cause of Action

(Violation of the Unfair Competition Law)

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last four (4) years in an amount according to proof;

2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197, 1198 ;

3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due from the day that such amounts were due;

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

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

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this matter to the fullest extent available under the law.

Respectfully submitted,

Dated: November 18, 2021


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

Attorneys for JAIME GONZALEZ, on behalf of himself
and all others similarly situated