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FILED
Superior Court of California
County of Los Angeles
08/01/2023

David W. Slayton, Executive Officer / Clerk of Court
By: K. Martinez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TAMARA BROADNAX, an individual, on
behalf of herself, others similarly situated,
other aggrieved employees, and the State
of California,

Plaintiff,

v.

HIGHGATE HOTELS, L.P.; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23STCV14561
Honorable Judge David S. Cunningham III
Dept. 11

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof;
4. Knowing and Intentional Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violations of the Unfair Competition Law;
8. PAGA Civil Penalties;
9. Violations of the Fair Credit Reporting Act;
10. Violations of the California Investigative Consumer Reporting Agencies Act; and
11. Violations of the Consumer Credit Reporting Agencies Act

JURY TRIAL DEMANDED

1 Plaintiff TAMARA BROADNAX (“Plaintiff”), on behalf of herself, all others similarly
2 situated, all other aggrieved employees, and the State of California hereby brings this First
3 Amended Class and Representative Action Complaint (“FAC”) against Defendants HIGHGATE
4 HOTELS, L.P. and DOES 1 through 50, inclusive (collectively “Defendants”), and alleges with
5 knowledge with respect to her own acts and on information and belief as to other matters as follows:

6 **INTRODUCTION**

7 1. This proposed class action, pursuant to California Code of Civil Procedure section
8 382, is brought by Plaintiff individually and on behalf of all current and former non-exempt
9 employees employed by Defendants in California during the Class Period (collectively the “Class”
10 or “Class Members”). The term Class Period is defined as four (4) years prior to the filing of this
11 action to the date of class certification.

12 2. Further, the proposed class action, pursuant to California Code of Civil Procedure
13 section 382, is brought by Plaintiff individually and on behalf of all prospective employees and/or
14 employees employed, or formerly employed by Defendants who, as a condition of employment,
15 executed Defendants’ non-compliant standard background check disclosure form and submitted to
16 a background check.

17 3. Plaintiff further alleges that during the relevant time period, Defendants improperly
18 conducted background checks, conducted background checks without proper authorization and
19 proper disclosures, and obtained background checks and consumer reports on Plaintiff and other
20 Class Members when they applied for employment in violation of the Fair Credit Reporting Act
21 (“FCRA”), 15 USC § 1681 *et seq.*, the Consumer Credit Reporting Agencies Act, Cal. Civ. Code
22 §§ 1785 *et seq.* (“CCRAA”), and the California Investigative Consumer Reporting Agencies Act
23 (“ICRAA”) (Cal. Civ. Code § 1786 *et seq.*).

24 4. This proposed class and representative action seeks, *inter alia*, unpaid wages
25 (including minimum, regular, overtime, and double time wages), compensation for non-compliant
26 meal periods and rest breaks, waiting time penalties, itemized wage statement penalties, civil
27 penalties, business expense reimbursements, liquidated damages, interest, reasonable attorneys’
28 fees, and costs. Plaintiff’s action is brought under, *inter alia*, the California Industrial Welfare

Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations, California Business & Professions Code sections 17200 *et seq.*, California Civil Code section 3289, California Code of Civil Procedure section 1021.5, and California Labor Code (“Labor Code”) sections 201-204, 206, 210, 218.6, 223, 226, 226.3, 226.7, 227.3, 232.5(c), 233, 234, 246, 353, 510, 511, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2800, and 2802.

5. Under the California Unfair Competition Law, Business and Professions Code sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this statute, Plaintiff, on behalf of herself and the proposed Class, seeks declaratory relief, injunctive relief, and restitution of all benefits Defendants have received from their employees due to their unlawful business practices, including but not limited to, their failure to timely provide minimum, regular, overtime, and double time compensation due for all hours worked during and upon separation of employment, failure to reimburse business expenses, failure to provide compliant meal periods and rest breaks to their employees or compensation in lieu thereof, and failure to provide accurate itemized wage statements.

6. Plaintiff also brings this representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf of herself individually and other aggrieved employees who are and were employed by Defendants as non-exempt employees, including those that were misclassified as exempt employees, throughout California during the PAGA Period. The term PAGA Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants until judgment.

JURISDICTION AND VENUE

7. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all cases except those given to other trial courts. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law. Further, this is a class action pursuant to California Code of Civil Procedure section 382 and representative action under PAGA.

1 As such, the monetary damages, restitution, penalties, and other amounts sought by Plaintiff
2 exceeds the minimal jurisdictional limits of the Superior Court and will be established according to
3 proof at trial. The Court also has jurisdiction over certain causes of action pursuant to California
4 Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction
5 for enforcement of this statute in any court of competent jurisdiction.

6 8. This Court has jurisdiction over all Defendants because each Defendant is a citizen
7 of California, a corporation or association organized under the laws of the State of California, an
8 association authorized to do business in California and registered with the California Secretary of
9 State, does sufficient business in California, has sufficient minimum contacts with California,
10 and/or intentionally avails itself of the laws and markets of California through the promotion, sale,
11 marketing and distribution of its products and/or services in California to render the exercise of
12 jurisdiction by the California courts permissible.

13 9. Venue in Los Angeles County is proper under California Business & Professions
14 Code section 17203 and California Code of Civil Procedure section 395.5 because a substantial
15 part of Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County,
16 Defendants had and have ongoing projects in this County, Defendants conduct substantial business
17 in this County, Defendants' liability arose in this County, and/or Defendants reside, transact
18 business, maintain offices, and/or have an agent or agents in this County. The relief requested is
19 within the jurisdiction of this Court.

20 **PARTIES**

21 10. Plaintiff is an individual who resides in Sacramento County, California. In or around
22 August 2022, Defendants hired Plaintiff as a non-exempt hourly employee. Defendants still employ
23 Plaintiff. At all times relevant, Plaintiff has worked for Defendants as an Executive Housekeeper
24 whose job duties include, for example, working with Defendants' employees to verify property
25 guestrooms, public space, and employee areas are clean and well maintained.

26 11. Plaintiff is a natural person, and at all times relevant to this FAC was a "consumer"
27 as defined by the FCRA, at 15 U.S.C. § 1681a, the CCCRA, at Civ. Code § 1785.3(b), and the
28 ICRAA, at Civ. Code § 1786.2(b).

1 12. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
2 HIGHGATE HOTELS, L.P. (“HIGHGATE HOTELS”) was and is a Delaware limited partnership
3 with its principal place of business located in Irving, Texas. HIGHGATE HOTELS is a hotel
4 management, investment, technology and development firm, with a diverse portfolio of hotels
5 across North America (including throughout California), the Caribbean, Latin America, and
6 Europe. Plaintiff is further informed, believes and thereon alleges that, at all relevant times,
7 HIGHGATE HOTELS regularly conducted and conducts business within the State of California
8 and derives substantial revenues from services performed throughout California, including Los
9 Angeles County. In addition, Plaintiff is informed, believes and thereon alleges that, at all relevant
10 times, HIGHGATE HOTELS was and is an employer subject to California state wage and hour
11 laws. Plaintiff is informed, believes and based thereon alleges that Defendants are “persons” as
12 those terms are defined under the the FCRA, at 15 U.S.C. § 1681a(b), the CCCRA, at Civ. Code §
13 1785.3(j) and the ICRAA, at Civ. Code § 1786.2(a).

14 13. Plaintiff is informed, believes and based thereon alleges that Defendants suffered
15 and permitted Plaintiff and Class Members to work, and/or jointly exercised control over the wages,
16 hours, and/or working conditions of Plaintiff and the Class Members.

17 14. Defendants continue to employ non-exempt employees within California.

18 15. Plaintiff is unaware of the true names and capacities of those defendants identified
19 as DOES 1 through 50. Therefore, Plaintiff identifies those defendants fictitiously. Plaintiff is
20 informed, believes and thereon alleges that at all relevant times each DOE defendant was a parent,
21 sister, or related corporate entity of defendants, or an owner, employee or agent of defendants, and
22 each related entity, and was acting with the knowledge and authorization of each of the other
23 defendants. Plaintiff will seek to amend this FAC to allege the true names and capacities of each
24 DOE defendant when their names have been ascertained and identified. Plaintiff is informed,
25 believes and thereon alleges that each of the defendants sued as DOES 1 through 50 participated
26 in, received the benefit of, or was in some way responsible for one or more of the wrongful acts
27 and omissions and some portion of the damages alleged herein.

28 16. Plaintiff is informed, believes and thereon alleges that at all times material hereto,

1 each defendant acted in all respects pertinent to this action as the agent of the other defendant,
2 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
3 each defendant are legally attributable to the other defendant. Furthermore, defendants in all
4 respects acted as the employer and/or joint employer of Plaintiff and the Class Members.

5 17. Plaintiff is informed, believes and thereon alleges that Defendants, each and all of
6 them, at all times material hereto, were the joint employers, parent companies, successor
7 companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers,
8 directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining defendants.
9 Defendants, unless otherwise alleged, at all times material hereto, performed all acts and omissions
10 alleged herein within the course and scope of said relationship(s), and are a proximate cause of
11 Plaintiff's damages as herein alleged.

12 18. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
13 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality
14 and separateness between the individual and the corporation does not exist, as Defendants, and
15 DOES 1 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned
16 herein were mere shells, instrumentalities and conduits through which DOES 1 through 50,
17 inclusive, carried out their business in the business name, exercising complete control and
18 dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1
19 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES
20 1 through 50, inclusive, and were without the financial solvency and responsibility required by law;
21 and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 50,
22 inclusive, or some other individual or entity which he or she owns or controls, with the intent to
23 hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further,
24 Plaintiff is informed, believes and thereon alleges, that there exists a principal-agency relationship
25 between and among Defendants.

26 19. At all relevant times herein, Defendants were agents of each other and acting within
27 the course and scope of their agency.

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1 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

2 20. Pursuant to California Code of Civil Procedure section 382, Plaintiff brings this
3 action individually and as a class action on behalf of a proposed Class defined as follows:

4 Class:

5 All current and former non-exempt employees employed by Defendants in the State
6 of California within four (4) years prior to the commencement of this action to the
7 date of class certification.

8 21. The Class is also comprised of the following Subclasses:

9 Waiting Time Sub-Class:

10 Those members of the Class who separated from their employment with Defendants
11 within three (3) years prior to the commencement of this action to the date of class
12 certification.

13 FCRA Sub-Class:

14 All persons who applied for a job with Defendants and who filled out Defendants'
15 non-compliant standard Disclosure form, or substantially similar form, at any time
16 during the period beginning five (5) years prior to the filing of this Complaint and
17 ending on the date as determined by the Court. This Sub-Class also includes All
18 persons who were employed by Defendants during the liability period that had
19 consumer credit reports run by Defendants. Plaintiff brings the claims under the
20 FCRA, on her own behalf, as well as on behalf of each and every other person
21 similarly situated, and thus, seeks class certification under Code of Civil Procedure
22 section 382.56.

23 ICRAA Sub-Class:

24 All persons residing in California who applied for a job with Defendants in
25 California and who filled out Defendants' standard Disclosure form, or substantially
26 similar form, at any time during the period beginning five (5) years prior to the filing
27 of this Complaint and ending on the date as determined by the Court. This Sub-Class
28 also includes All persons who were employed by Defendants during the liability

1 period that had consumer credit reports run by Defendants. Plaintiff brings the
2 claims under the ICRAA, on her own behalf, as well as on behalf of each and every
3 other person similarly situated, and thus, seeks class certification under Code of
4 Civil Procedure section 382.56.

5 CCRAA Sub-Class:

6 All persons residing in California who applied for a job with Defendants in
7 California and who filled out Defendant's standard Disclosure form, or substantially
8 similar form, at any time during the period beginning seven (7) years prior to the
9 filing of this Complaint and ending on the date as determined by the Court. This
10 Sub-Class also includes All persons who were employed by Defendants during the
11 liability period that had consumer credit reports run by Defendants. Plaintiff brings
12 the claims under the CCRAA, on her own behalf, as well as on behalf of each and
13 every other person similarly situated, and thus, seeks class certification under Code
14 of Civil Procedure section 382.

15 22. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and
16 3.765, to amend or modify the respective definitions of the Class and/or Subclasses to provide
17 greater specificity and/or further division into subclasses or limitation to particular issues based on
18 further investigation and discovery.

19 23. This action is brought, and may properly be maintained, as a class action pursuant
20 to California Code of Civil Procedure section 382 because there is a well-defined community of
21 interest in the litigation, and the proposed class is easily ascertainable. This action presents
22 questions of common interest and satisfies the numerosity, commonality, typicality, adequacy,
23 predominance, and superiority requirements of this provision.

24 24. Through this action, Plaintiff alleges Defendants have consistently maintained and
25 enforced against Plaintiff and Class Members unlawful employment practices and policies which
26 violate the Labor Code and IWC Wage Orders.

27 25. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
28 Defendants failed to pay Plaintiff and Class Members all minimum, regular, overtime, and double

1 time wages for all hours worked in violation of the Labor Code and IWC Wage Orders. During the
2 PAGA Period, Plaintiff and Class Members regularly worked more than eight (8) hours and/or 10
3 hours per workday, over 40 hours per workweek, and/or over eight (8) hours per workday on the
4 seventh consecutive day of work. Specifically, Employers failed to accurately record all time
5 worked, engaged in time shaving, and failed to pay all wages earned to Plaintiff and Class Members.
6 In addition, Defendants required Plaintiff and Class Members to complete work-related tasks off
7 the clock, which included answering calls of their regular work hours. Defendants also failed to
8 accurately calculate the regular rate of pay by failing to include a remuneration when calculating
9 the rate of pay for overtime, double time, meal and rest period premiums, vacation pay, and sick
10 pay. As such, Defendants failed to pay Plaintiff and Class Members minimum, regular, overtime,
11 and double time wages for all hours worked, in violation of the Labor Code and applicable IWC
12 Wage Orders.

13 26. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
14 Defendants deprived Plaintiff and Class Members of the opportunity to take all of their statutorily
15 entitled meal periods within the appropriate time intervals or provide compensation in lieu thereof
16 in violation of the Labor Code and IWC Wage Orders. During the Class Period, Defendants failed
17 to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Plaintiff
18 and other Class Members as required by Labor Code section 512 and section 11 of the applicable
19 Wage Order. Specifically, Plaintiff and Class Members regularly had their meal periods missed,
20 interrupted, shortened, restricted to the worksite, and/or late. For example, Plaintiff and/or other
21 Class Members were required to use a cell phone, pager, or walkie-talkie for work purposes during
22 meal periods. Employers also failed to adopt and implement a policy authorizing a second 30-
23 minute meal period when Plaintiff and other Class Members worked in excess of 10 hours per
24 workday. Despite these meal period violations and Plaintiff's and Class Members' complaints,
25 Defendants failed to compensate Plaintiff and Class Members with an additional hour of pay at
26 their regular rate for every day in which they suffered a meal period violation. Accordingly,
27 Defendants failed to provide Plaintiff and Class Members with timely, uninterrupted off-duty meal
28 periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a

1 workday, and failed to compensate Plaintiff and Class Members with an additional hour of pay at
2 their regular rate of pay for every day in which they were denied a compliant meal period in
3 violation of the Labor Code and applicable IWC Wage Orders.

4 27. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
5 Defendants failed to permit Plaintiff and Class Members to take all of their statutorily entitled 10-
6 minute rest periods for every four (4) hours worked or major fraction thereof or provide
7 compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. Specifically,
8 Employers failed to provide uninterrupted, 10-minute rest breaks due to the same understaffing and
9 busy workload explained above. As such, Plaintiff and Class Members regularly had their rest
10 breaks missed, interrupted, shortened, and/or restricted to the worksite. Specifically, Employers
11 regularly failed to provide second rest breaks and failed to adopt and implement a policy authorizing
12 a third 10-minute rest period when Plaintiff and other Class Members worked in excess of 10 hours
13 per workday. Notwithstanding these rest break violations, Defendants failed to compensate Plaintiff
14 and Class Members with an additional hour of pay at their regular rate for every day in which they
15 suffered a rest period violation. Accordingly, Defendants violated the Labor Code and applicable
16 IWC Wage Orders.

17 28. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
18 Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses
19 incurred in the performance of their duties in violation of the Labor Code and IWC Wage Orders.
20 During the Class Period, Defendants failed to reimburse Plaintiff and Class Members for all
21 business expenses incurred for Defendants' benefit. Specifically, Plaintiff and Class Members were
22 required to use their personal cell phones to communicate with Employers and to perform their job
23 duties without reimbursement. In addition, Plaintiff and Class Members were required to purchase
24 equipment and tools to complete their job duties, including cleaning supplies such as squeegees,
25 brooms, mops, dust pans, air fresheners, etc., without reimbursement. Further, Plaintiff and Class
26 Members were also required to use their own personal vehicles for business errands without
27 reimbursement for gas or mileage (no company vehicles or reimbursement was offered by
28 Defendants for personal vehicle use). Accordingly, Defendants violated the Labor Code and

1 applicable IWC Wage Orders.

2 29. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
3 Defendants willfully failed to timely pay all wages due to Plaintiff and the Waiting Time Subclass
4 upon separation of employment in violation of the Labor Code and IWC Wage Orders. Plaintiff
5 and Waiting Time Subclass Members were not paid all wages (including minimum, regular,
6 overtime, double time wages, sick pay, and vacation pay), reimbursements, meal period premiums,
7 and/or rest period premiums within the required time period in violation of the Labor Code and
8 applicable IWC Wage Orders.

9 30. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
10 Defendants failed to furnish Plaintiff and Class Members with accurate and complete wage
11 statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Class Members
12 received wage statements which did not accurately reflect the gross and net wages earned, total
13 hours worked, all applicable rates of pay and the corresponding number of hours worked at each
14 pay rate, and correct entity name and address on wage statements issued to Plaintiff and Class
15 Members, among other things in violation of the Labor Code and IWC Wage Orders.

16 31. Plaintiff applied to work for Defendants in California. In connection with her
17 employment and/or application, Plaintiff was required to fill out Defendants' pre-employment
18 screening permitting Defendants to obtain a consumer report on Plaintiff.

19 32. Plaintiff is informed, believes, and thereon alleges that Defendants procured
20 consumer background reports for employment purposes on Plaintiff and the the FCRA, ICRAA,
21 and CCRAA Sub-Classes without following the strict disclosure and authorization requirements of
22 various federal and California laws. Specifically, Plaintiff is informed, believes, thereon alleges
23 that, without limitation, in or about July of 2022, Defendants purported to provide consumer report
24 disclosures and requested from Plaintiff authorization(s) to procure consumer reports, background
25 checks, and/or drug test for purposes of employment. Plaintiff is further informed and believes and
26 based thereon alleges that, without limitation, in or about July of 2022, Defendants procured a
27 consumer report about Plaintiff as part of an employment background screening without providing
28 Plaintiff with the proper disclosures and without proper authorization in compliance with the law.

1 33. Plaintiff is informed and believes and based thereon alleges that Defendants did not
2 provide legally compliant disclosure and authorization forms to Plaintiff and the FCRA Sub-Class
3 as they contained, without limitation, a “clear and conspicuous” disclosure, in a document that
4 consists solely of the disclosure, that “clearly and accurately” disclosed that a consumer report may
5 be obtained for employment purposes; that was authorized in writing the procurement of the report,
6 in violation of 15 U.S.C. §§ 1681b(2)(A) and 1681d(a). Specifically, Plaintiff is informed and
7 believes the disclosures did not comply as a result of, without limitation: including superfluous
8 information within the disclosure, such as, among other things, identifying information of a third
9 party consumer reporting agency, which was not the reporting agency used to obtain or procure the
10 consumer report for Plaintiff and the FCRA Sub-Class, and extraneous information relating to
11 various state disclosure requirements; burying the, disclosures with small font in a lengthy
12 employment package with dense text that contains extraneous information; failing to obtain proper
13 authorization before procuring a consumer report, including by either obtaining consumer reports
14 without authorization or when such authorization had expired; including a liability waiver in the
15 same document as the disclosure before procuring a consumer report; including a purported
16 authorization for third parties to release information about Plaintiff and the FCRA Sub-Class to
17 Defendants, that is different from an authorization for the Defendants to procure a consumer report;
18 and by failing to provide, before a consumer report was obtained, a summary of Plaintiff and the
19 FCRA Sub-Class’ rights under 15 U.S.C. § 1681m(a)(3), among other things.

20 34. Plaintiff is informed and believes and based thereon alleges that Defendants did not
21 provide legally compliant disclosure and authorization forms to Plaintiff and the ICRAA Sub-Class
22 Members as a result of, without limitation, Defendants failing to make a “clear and conspicuous”
23 disclosure in writing to Plaintiff and the ICRAA Sub-Class Members at any time before the report
24 is or was procured or caused to be made in a document that consists solely of the disclosure, that:
25 identified the name, address, and telephone number of the investigative consumer reporting agency
26 conducting the investigation in violation of Civ. Code § 1786.16; notified Plaintiff and the ICRAA
27 Sub-Class Members in writing of the nature and scope of the investigation requested, including a
28 summary of the provisions of Civ. Code § 1786.22; and notified Plaintiff and the ICRAA Sub-

1 Class Members of the internet web site of the investigative consumer reporting agency, or, if the
2 agency had no internet web site address, the telephone number of the agency where Plaintiff and
3 the ICRAA Sub-Class Members may find information about the investigative reporting agency's
4 privacy practices, including whether Plaintiff and the ICRAA Sub-Class Members' personal
5 information will be sent outside of the United States or its territories and information that complies
6 with sections of Civ. Code § 1786, *et seq.*, among other things.

7 35. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
8 routinely acquire consumer, investigative and/or consumer credit reports (referred to collectively
9 as "background checks") to conduct background checks as described herein on Plaintiff and other
10 prospective, current and former employees and use information from the background checks
11 without providing proper disclosures and obtaining proper authorization in compliance with the
12 law, including the CCRAA.

13 36. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
14 described throughout this FAC were willful.

15 **NUMEROSITY**

16 37. The Class is so numerous that joinder of all of its members is impracticable. While
17 the exact number and identities of Class Members are unknown to Plaintiff at this time and can
18 only be ascertained through appropriate discovery, Plaintiff is informed, believes and thereon
19 alleges that the Class consists of more than 100 persons.

20 38. A class action is the only available method for the fair and efficient adjudication of
21 this controversy. The members of the Class are so numerous that joinder of all members is
22 impractical, if not impossible. The identity of Class Members can be ascertained by analysis of
23 Defendants' employee and payroll records.

24 **COMMONALITY**

25 39. Common questions of fact and law exist as to all members of the Class that
26 predominate over any questions affecting only individual Class Members. These common legal
27 and factual questions include, but are not limited to, the following:

28 (a) Whether Defendants failed to pay Plaintiff and Class Members all sick pay,

1 vacation pay, minimum, regular, overtime, and double time wages for all hours worked by Plaintiff
2 and Class Members;

3 (b) Whether Defendants failed to provide timely, uninterrupted, off-duty 30-
4 minute meal periods to Plaintiff and Class Members without compensation in lieu thereof;

5 (c) Whether Defendants auto-deducted 30-minute meal periods for missed or
6 short meal periods;

7 (d) Whether Defendants failed to permit timely, uninterrupted, off-duty 10-
8 minute rest breaks for every four (4) hours or major fraction thereof worked by Plaintiff and Class
9 Members without compensation in lieu thereof;

10 (e) Whether Defendants failed pay premium wages to class members when they
11 have not been provided with required meal and/or rest periods;

12 (f) Whether Defendants failed to timely pay Plaintiff and Waiting Time
13 Subclass Members all wages due either immediately upon termination or within 72 hours after
14 resignation;

15 (g) Whether Defendants' conduct was willful;

16 (h) Whether Defendants failed to issue accurate itemized wage statements to
17 Plaintiff and Class Members;

18 (i) Whether Defendants failed to reimburse Plaintiff and Class Members for
19 necessary business expenditures;

20 (j) Whether Defendants engaged in unfair business practices in violation of
21 California Business & Professions Code sections 17200 *et seq.*;

22 (k) Whether Defendants willfully failed to comply with the requirements of 15
23 U.S.C. sections 1681, *et seq.*, by failing to include the proper disclosures and/or obtain the proper
24 authorizations required by law;

25 (l) Whether Defendants willfully failed to comply with the requirements of
26 California Civil Code sections 1786, *et seq.*, by failing to include the proper disclosures and/or
27 obtain the proper authorizations required by law;

28 (m) Whether Defendants willfully failed to comply with the requirements of

1 California Civil Code sections 1785.1, *et seq.*, including by failing to include the proper disclosures
2 and/or obtain the proper authorizations required by law;

3 (n) Whether Defendant failed to identify a specific basis for requesting a
4 consumer credit report in compliance with statutory requirements, as set forth in the FRCA,
5 ICRAA, and CCRAA;

6 (o) Whether Defendants failed to comply with the statutory requirement that
7 disclosures be clear and conspicuous by including extraneous information;

8 (p) Whether Defendants procured consumer reports and/or investigative
9 consumer reports pursuant to the ICRAA and CCRAA without valid authorization;

10 (q) Additional common questions of law and fact that may develop as the
11 litigation progresses.

12 **TYPICALITY**

13 40. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical
14 of the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising
15 out of and caused by Defendants' unlawful policies and practices; the claims arise out of the same
16 course of conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the
17 claims of the Class; and the legal issues raised under California state law as a result of Defendants'
18 conduct apply equally to Plaintiff and the Class Members.

19 **ADEQUACY OF REPRESENTATION**

20 41. Plaintiff is an adequate representative of the Class, in that his claims (and defenses,
21 if any) are typical of those of the Class. Plaintiff has no conflicts of interest with his fellow Class
22 Members and will be able to fairly and adequately protect the interests of the Class. Plaintiff has
23 the same interests in the litigation of this case as the Class Members; and is committed to vigorous
24 prosecution of this case and has retained competent counsel experienced in class action and wage
25 and hour litigation of this nature.

26 **PREDOMINANCE**

27 42. Defendants have engaged in a common course of wage and hour abuse toward
28 Plaintiff and Class Members. The common issues arising from this conduct that affect Plaintiff and

1 Class Members predominate over any individual issues. Adjudication of these common issues in a
2 single action has important and desirable advantages of judicial economy.

3 **SUPERIORITY OF CLASS ACTION**

4 43. A class action is superior to other available methods for the fair and efficient
5 adjudication of this controversy because individual litigation of the claims of all Class Members is
6 impracticable. Even if every Class Member could afford individual litigation, the court system
7 could not. It would be unduly burdensome to the courts in which individual litigation of numerous
8 cases would proceed. Individualized litigation would also present the potential for varying,
9 inconsistent, or contradictory judgments and would magnify the delay and expense to all parties
10 and to the court system resulting from multiple trials of the same complex factual issues. Moreover,
11 individual actions by Class Members may establish inconsistent standards of conduct for
12 Defendants. By contrast, the conduct of this action as a class action, with respect to some or all of
13 the issues presented herein, presents fewer management difficulties, conserves the resources of the
14 parties and the court system, and protects the rights of each Class Member.

15 44. Defendants have acted or refused to act in respects generally applicable to the Class,
16 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
17 herein.

18 **PUBLIC POLICY CONSIDERATIONS**

19 45. Employers in the State of California violate employment and labor laws every day.
20 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
21 Former employees are fearful of bringing actions because they believe their former employers
22 might damage their future endeavors through negative references and/or other means. Class actions
23 provide Class Members who are not named in the action with a type of anonymity that allows for
24 the vindication of their rights while affording them privacy protections.

25 **FIRST CAUSE OF ACTION**

26 **(FAILURE TO PAY ALL WAGES)**

27 **(Against All Defendants)**

28 46. Plaintiff incorporates by reference all previous paragraphs of this FAC as though

1 fully set forth herein.

2 47. At all relevant times, Defendants had a duty to comply with Labor Code sections
3 204, 206, 210, 223, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable
4 IWC Wage Orders and California Code of Regulations.

5 48. Labor Code section 204 and the IWC Wage Orders require timely payment of all
6 wages owed on regularly scheduled paydays at least twice during each calendar month, on days
7 designated in advance by the employer as the regular paydays. All wages in earned in excess of the
8 normal work period must be paid no later than the payday for the next regular payroll period.

9 49. Labor Code section 206 provides that in case of a dispute over wages, the employer
10 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving
11 to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

12 50. Labor Code section 210 provides:

13 every person who fails to pay the wages of each employee as
14 provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
15 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For
16 any initial violation, one hundred dollars (\$100) for each failure to
17 pay each employee. (2) For each subsequent violation, or any willful
18 or intentional violation, two hundred dollars (\$200) for each failure
19 to pay each employee, plus 25 percent of the amount unlawfully
20 withheld. (b) The penalty shall either be recovered by the employee
21 as a statutory penalty pursuant to Section 98 or by the Labor
22 Commissioner as a civil penalty through the issuance of a citation
23 or pursuant to Section 98.3.

24 51. Labor Code section 223 provides “[w]here any statute or contract requires an
25 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
26 while purporting to pay the wage designated by statute or by contract.”

27 52. Labor Code section 246 requires employers to provide and allow employees to use
28 at least 24 hours, or three days, of paid sick leave per year.

53. Labor Code section 227.3 requires employers to pay terminated employees for their
unused paid vacation time at their final rate of pay.

54. At all times relevant, Labor Code section 510, and applicable sections of the
California Code of Regulations and the IWC Wage Orders applied to Plaintiff’s work with
Defendants and continue to apply to Class Members’ employment with Defendants. Labor Code

1 section 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders
2 state that any work performed in excess of eight hours in a workday and/or 40 hours in a workweek
3 must be paid at one and one-half times the employee's regular rate of pay. Any work performed in
4 excess of 12 hours in a workday must be compensated at the rate of no less than twice the regular
5 rate of pay for an employee.

6 55. Labor Code section 558 provides “[a]ny employer or other person acting on behalf
7 of an employer who violates, or causes to be violated, a section of this chapter or any provision
8 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
9 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
10 underpaid employee for each pay period for which the employee was underpaid in addition to an
11 amount to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100)
12 for each underpaid employee for each pay period for which the employee was underpaid in addition
13 to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section
14 shall be paid to the affected employee.”

15 56. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid
16 to all employees in California for all hours worked. Local minimum wage ordinances may provide
17 for higher minimum wage rates that must be paid to employees for all hours worked in those locales
18 where each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay
19 less than the state or local minimum wage, whichever is higher, for any hour of work.

20 57. Labor Code section 1194 provides that any employee receiving less than the legal
21 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
22 in a civil action the unpaid balance of the full amount of the minimum wage or overtime
23 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

24 58. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an
25 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

26 59. Labor Code section 1198 prohibits employers from employing for longer hours or
27 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise
28 set by the Labor Commissioner.

1 60. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
2 Plaintiff and Class Members regularly worked over eight (8) hours and/or 10 hours per workday,
3 and/or over 40 hours per workweek. Plaintiff and other Class Members also worked over eight (8)
4 hours on the seventh consecutive day of work.

5 61. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
6 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including
7 minimum, regular, overtime, and double time wages) by failing to accurately record all time
8 worked, time shaving, auto-deducting missed or short meal periods, and requiring off-the-clock
9 work without compensation, among other things.

10 62. Plaintiff is informed, believes, and thereon alleges that during the Class Period
11 Defendants failed to pay sick days as required by Labor Code Sections 245 and 246.

12 63. As a direct and proximate result of Defendants' unlawful conduct, as set forth
13 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
14 of earnings from minimum, regular, overtime, and double time compensation due, in an amount to
15 be established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

16 64. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
17 conduct described herein, have committed an "intentional theft of wages in an amount greater than
18 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty
19 dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month
20 period" within the meaning of California Penal Code section 487m. Specifically, Defendants have
21 intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200,
22 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
23 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
24 Plaintiff and Class Members under the law. Plaintiff and the Class Members she seeks to represent
25 are thus entitled to recover from Defendants treble damages and costs, including reasonable
26 attorneys' fees, pursuant to California Penal Code section 496(c).

27 65. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
28 as described herein and below.

1 **SECOND CAUSE OF ACTION**

2 **(FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU**
3 **THEREOF)**

4 **(Against All Defendants)**

5 66. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
6 fully set forth herein.

7 67. At all relevant times, Defendants had a duty to comply with Labor Code sections
8 226.7 and 512, and the applicable IWC Wage Orders and California Code of Regulations.

9 68. Labor Code section 512 and Section 11 of the IWC Wage Orders prohibit an
10 employer from employing any person for a work period of more than 5 hours per day without
11 providing the employee with a meal period of not less than 30 minutes (commencing before the
12 employee's fifth hour of work), except that if the total work period per day is no more than 6 hours,
13 the meal period may be waived by mutual consent of the employer and employee. A second meal
14 period of not less than 30 minutes is required if an employee works more than 10 hours per day and
15 must begin before the employee's tenth hour of work, except if the total hours worked is no more
16 than 12 hours, the second meal period may be waived by mutual consent of the employer and
17 employee, but only if the first meal period was not waived.

18 69. Section 11 of the applicable IWC Wage Orders state that "[u]nless the employee is
19 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
20 duty' meal period and counted as time worked."

21 70. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
22 requiring any employee to work during a meal period mandated by any California statute,
23 regulation, standard or order. If an employer fails to provide an employee with a meal period in
24 accordance with state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the
25 employer pay the employee one additional hour of pay at the employee's regular rate of
26 compensation for each workday that the meal period is noncompliant.

27 71. Throughout the Class Period, Plaintiff and Class Members did not receive compliant
28 meal periods when working more than five (5) hours and/or 10 hours per workday because their

1 first and second meal periods were missed, late, interrupted, short, and/or not free of all duties.

2 72. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
3 period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and the
4 applicable IWC Wage Order and California Code of Regulations.

5 73. Plaintiff is informed, believes, and thereon alleges that Class Members did not
6 voluntarily waive their meal periods.

7 74. As a direct and proximate result of Defendants' unlawful conduct, as set forth
8 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
9 of premium pay for meal period violations and earnings, in an amount to be established at trial, plus
10 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period
11 violations are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to
12 statute.

13 75. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
14 conduct described herein, have committed an "intentional theft of wages in an amount greater than
15 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty
16 dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month
17 period" within the meaning of California Penal Code section 487m. Specifically, Defendants have
18 intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200,
19 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
20 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
21 Plaintiff and Class Members under the law Plaintiff is informed, believes, and thereon alleges that
22 meal period premiums are wages, gratuities, benefits, or other compensation within the meaning of
23 California Penal Code section 487m. Plaintiff and the Class Members she seeks to represent are
24 thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys'
25 fees, pursuant to California Penal Code section 496(c).

26 76. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
27 as described herein and below.

28 //

THIRD CAUSE OF ACTION
(FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU
THEREOF)
(Against All Defendants)

77. Plaintiff incorporates by reference all previous paragraphs of this FAC as though fully set forth herein.

78. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7 and the applicable IWC Wage Orders and California Code of Regulations.

79. Labor Code section 226.7(a) states “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

80. Section 12 of the applicable IWC Wage Order provides in relevant part that:

(A) 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 or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

81. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff and Class Members worked in excess of three-and-a-half (3.5) hours, six (6) hours, and/or 10 hours per workday.

82. During the Class Period, Plaintiff and Class Members did not receive compliant 10-minute rest periods for every four hours worked or major fraction thereof because rest breaks were missed, interrupted, shortened, restricted to the worksite, and/or not free of all duties.

83. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest

1 period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
2 applicable IWC Wage Order.

3 84. As a direct and proximate result of Defendants' unlawful conduct, as set forth
4 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
5 of earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To
6 the extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will
7 also seek attorneys' fees and costs pursuant to statute.

8 85. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
9 conduct described herein, have committed an "intentional theft of wages in an amount greater than
10 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty
11 dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month
12 period" within the meaning of California Penal Code section 487m. Specifically, Defendants have
13 intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200,
14 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
15 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
16 Plaintiff and Class Members under the law Plaintiff is informed, believes, and thereon alleges that
17 rest period premiums are wages, gratuities, benefits, or other compensation within the meaning of
18 California Penal Code section 487m. Plaintiff and the Class Members she seeks to represent are
19 thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys'
20 fees, pursuant to California Penal Code section 496(c).

21 86. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
22 as described herein and below.

23 **FOURTH CAUSE OF ACTION**

24 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)**

25 **(Against All Defendants)**

26 87. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
27 fully set forth herein.

28 88. At all relevant times, Defendants had a duty to comply with Labor Code section 226

1 and the applicable IWC Wage Orders and California Code of Regulations.

2 89. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
3 of wages, employers must furnish each employee with an accurate itemized wage statement in
4 writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the
5 number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from
6 wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four
7 digits or employment identification number of the employee, (8) the name and address of the legal
8 entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding
9 number of hours worked at each hourly rate.

10 90. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of
11 a knowing and intentional failure by an employer to provide an accurate itemized wage statement
12 to recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each
13 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee,
14 in addition to an award of costs and attorneys' fees.

15 91. Section 7 of the IWC Wage Orders requires Defendants to maintain time records
16 showing, among other things, when the employee begins and ends each work period, meal periods
17 taken, and total daily hours worked in an itemized wage statement, and must show all deductions
18 and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff
19 and Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have
20 knowingly and intentionally failed to comply with the IWC Wage Orders.

21 92. Throughout the Class Period, Defendants provided wage statements that did not
22 accurately reflect the total number of hours worked by Plaintiff and Class Members at each
23 corresponding pay rate, the gross and net wages earned, and the correct entity name and address on
24 wage statements, among other things, making it difficult for Plaintiff and Class Members to
25 determine whether they were paid correctly for all hours worked, which deductions were made, and
26 the extent of any underpayment. Plaintiff has had to file this lawsuit in order to determine the
27 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.
28 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants

1 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and recover
2 the underpayment of wages from Defendants. Defendants' violations of Labor Code section 226(a)
3 prevented Plaintiff and Class Members from knowing, understanding and disputing the wages paid
4 to them, and resulted in an unjustified economic enrichment to Defendants.

5 93. Defendants knowingly and intentionally failed to provide accurate, itemized wage
6 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
7 have suffered injury in accordance with Labor Code section 226. Plaintiff and the Class are
8 therefore entitled to the damages and penalties provided for under Labor Code section 226(e).

9 94. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code
10 section 226(h), compelling Defendants to comply with Labor Code section 226, and seek the
11 recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

12 95. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
13 as described herein and below.

14 **FIFTH CAUSE OF ACTION**
15 **(WAITING TIME PENALTIES)**
16 **(Against All Defendants)**

17 96. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
18 fully set forth herein.

19 97. At all relevant times, Defendants had a duty to comply with Labor Code
20 sections 201, 202, and 203, and the applicable IWC Wage Orders and California Code of
21 Regulations. Defendants failed to comply with these final paycheck requirements with respect to
22 Plaintiff and Waiting Time Subclass Members.

23 98. Labor Code section 201 requires that if an employer discharges an employee, the
24 wages earned and unpaid at the time of discharge are due and payable immediately.

25 99. Labor Code section 202 requires that if "an employee not having a written contract
26 for a definite period" quits, the employee's wages shall become due and payable no later than
27 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention
28 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

100. Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, any wages of an employee who is discharged or quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but that the wages shall not continue for more than 30 days per employee.

101. Plaintiff is informed, believes, and thereon alleges, that at all relevant times, Defendants willfully failed to timely pay Plaintiff and Waiting Time Subclass Members all of their unpaid wages earned, including, but not limited to, minimum, regular, overtime, and double time wages, compensation for non-compliant meal periods and rest periods, and unpaid expense reimbursements upon separation of employment. Plaintiff and Waiting Time Subclass Members are entitled to timely compensation upon separation of their employment for any outstanding unpaid wages, reimbursements, and premiums but to date have not received such compensation from Defendants, therefore entitling them to penalties pursuant to Labor Code section 203.

102. As a consequence of Defendants' willful conduct in failing to pay all earned wages, Plaintiff and Waiting Time Subclass Members are entitled to up to 30 days' wages as a penalty for Defendants' failure to timely pay wages upon separation of employment, in addition to prejudgment interest, attorneys' fees, and costs in amounts that will be established at trial.

103. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief as described herein and below.

SIXTH CAUSE OF ACTION

(FAILURE TO REIMBURSE BUSINESS EXPENSES)

(Against All Defendants)

104. Plaintiff incorporates by reference all previous paragraphs of this FAC as though fully set forth herein.

105. At all relevant times, Defendants had a duty to comply with Labor Code sections 2800 and 2802 and the applicable IWC Wage Orders and California Code of Regulations.

106. Labor Code section 2800 requires employers to indemnify employees for losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and

1 Class Members failed to request, demand, notify or otherwise seek reimbursement for their
2 expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class
3 Members due to their own negligence.

4 107. Labor Code section 2802(a) requires that employers indemnify and reimburse
5 employees for all business expenses, which are defined as all necessary expenditures or losses
6 incurred by the employee in direct consequence of the discharge of the employee's duties or
7 otherwise incurred based on the employee's obedience to the employer's directions. Labor Code
8 section 2802(b) authorizes employees to recover in a court action interest which shall accrue from
9 the date on which the employee incurred the necessary expenditure or loss. Labor Code
10 section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor
11 Code section 2802, to also recover attorneys' fees and costs.

12 108. During the Class Period, Defendants failed to reimburse Plaintiff and Class
13 Members for all business expenses incurred for Defendants' benefit. Specifically, Plaintiff and
14 Class Members were required to use their personal cell phones to communicate with Employers
15 and to perform their job duties without reimbursement. In addition, Plaintiff and Class Members
16 were required to purchase equipment and tools to complete their job duties, including cleaning
17 supplies such as squeegees, brooms, mops, dust pans, air fresheners, etc., without reimbursement.
18 Further, Plaintiff and Class Members were required to use their personal vehicle to complete work-
19 related task without reimbursement for gas and/or mileage. Defendants also required Plaintiff and
20 Class Members to purchase and maintain uniforms and apparel unique to Defendants work
21 requirements without reimbursement.

22 109. As a consequence of Defendants' willful conduct, Plaintiff and Class Members have
23 sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be
24 established at trial, plus prejudgment interest, attorney's fees, and costs pursuant to statute.

25 110. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
26 as described herein and below.

27 //

28 //

SEVENTH CAUSE OF ACTION
(UNFAIR BUSINESS PRACTICES)
(Against All Defendants)

111. Plaintiff incorporates by reference all previous paragraphs of this FAC as though fully set forth herein.

112. California Business & Professions Code Section 17200, *et seq.* prohibits unfair competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

113. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff, Class Members, and Defendants' competitors. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5.

114. Defendants' activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code sections 17200, *et seq.*

115. A violation of Business and Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law.

116. Plaintiff brings this action on behalf of herself and all members of the general public, including the Class Members, pursuant to the UCL. Defendants' conduct alleged below constitutes false, fraudulent, unlawful, unfair, and/or deceptive business practices, in violation of the UCL. Defendants' policies and practices have violated state law in at least the following respects:

(a) Failing to pay all minimum, regular, overtime, and double time wages due to Plaintiff and Class Members in violation of Labor Code sections 204, 206, 210, 223, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198;

(b) Failing to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code sections 226.7 and 512;

(c) Failing to authorize or permit rest breaks and/or provide compensation in lieu thereof in violation of Labor Code section 226.7;

(d) Intentionally failing to provide Plaintiff and Class Members with accurate

1 itemized wage statements in violation of Labor Code section 226;

2 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time
3 Subclass Members upon separation of employment in violation of Labor Code sections 201, 202,
4 and 203;

5 (f) Failing to reimburse Plaintiff and Class Members all necessary business
6 expenses in violation of Labor Code sections 2800 and 2802; and

7 (g) Violations of the IWC Wage Orders for the same conduct above.

8 117. Defendants' course of conduct, acts, and practices in violation of California law
9 mentioned above each constitute a separate and independent violation of the UCL. Defendants'
10 conduct described herein violates the policy or spirit of such laws or otherwise significantly
11 threatens or harms competition. The substantial harm to Plaintiff and Class Members in being
12 wrongfully denied earned wages, meal and rest periods, premium pay, and reimbursements
13 outweighs the utility, if any, of Defendants' policies or practices and, therefore, Defendants' actions
14 described herein constitute an unfair business practices or acts within the meaning of the UCL.

15 118. Plaintiff further brings this cause of action on behalf of the proposed Class, seeking
16 statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to
17 compel restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and
18 premiums, etc.) obtained by Defendants through the unfair and unlawful business practices
19 described herein pursuant to, *inter alia*, Business and Professions Code sections 17202, 17203, and
20 17208. Under the circumstances alleged, it would be inequitable and result in a miscarriage of
21 justice for Defendants to continue to retain the property of Plaintiff and Class Members.

22 119. Defendants' failure to adopt and implement policies in accordance with and/or
23 adhere to these laws, all of which are binding upon and burdensome to Defendants' competitors,
24 engenders an unfair competitive advantage for Defendants against its competitors, thereby
25 constituting an unfair business practice, as set forth in the UCL.

26 120. Pursuant to California Business and Professions Code section 17203, as a direct and
27 proximate result of the unfair business practices of Defendants, Plaintiff, individually, and on behalf
28 of all employees similarly situated, is entitled to equitable and injunctive relief, against such

1 unlawful practices in order to prevent future damage, for which there is no adequate remedy at law,
2 and to avoid a multiplicity of lawsuits. Plaintiff also seeks an order enjoining Defendants to cease
3 and desist from engaging in the practices described herein.

4 121. Plaintiff and Class Members also request any other such legal and equitable relief
5 from Defendants' unlawful and willful conduct as the Court deems just and proper, including an
6 injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent
7 practices alleged in this FAC.

8 122. As a result of Defendants' unlawful and unfair business practices, Plaintiff and Class
9 Members are entitled to and seek other appropriate relief available under California Business &
10 Professions Code sections 17200 *et seq.* Plaintiff, on behalf of herself and the Class, also seeks
11 recovery of attorneys' fees and costs of this action to be paid by Defendants as provided by
12 California Code of Civil Procedure section 1021.5.

13 123. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
14 as described herein and below.

15 **EIGHTH CAUSE OF ACTION**

16 **(VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

17 **(Against All Defendants)**

18 124. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
19 fully set forth herein.

20 125. Under Labor Code section 2699(a), any provision of the Labor Code that provides
21 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
22 commissions, boards, agencies or employees for violation of the code may, as an alternative, can
23 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
24 herself and other current or former employees pursuant to the procedures specified in Labor Code
25 section 2699.3.

26 126. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
27 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
28 have been violated, and after receiving notice from the LWDA of its intention not to investigate or

1 after 65 days have passed without notice from the LWDA.

2 127. On May 8, 2023, Plaintiff gave written notice of the specified provisions alleged to
3 have been violated, including the facts and theories to support the alleged violations, as required
4 by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants
5 and to the LWDA by electronically filing the notice via the Department of Industrial Relations'
6 website. More than 65 days have passed since Plaintiff submitted her PAGA notice to the LWDA
7 without notice from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements
8 under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a claim for
9 penalties on behalf of herself and all other Aggrieved Employees under PAGA.

10 128. For all provisions of the Labor Code except those for which a civil penalty is
11 specifically provided, Labor Code section 2699(f) imposes upon Defendants penalty of one
12 hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation and
13 two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent
14 pay period in which Defendants violated these provisions of the Labor Code.

15 129. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil
16 penalties for any alleged violation of the following provisions: subdivision (k) of Section 96,
17 Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,
18 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223,
19 and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
20 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
21 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of
22 Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603,
23 604, 750, 7 51.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025,
24 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197,
25 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292,
26 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5,
27 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55,
28 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 17 00.26, 1700.31,

1 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and
2 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810,
3 subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7, 6400, 6401, 6401.7,
4 6402, and 6403.

5 130. Labor Code section 558(a) provides “[a]ny employer or other person acting on
6 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
7 provision regulating hours and days of work in any order of the Industrial Welfare Commission, or
8 violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802 [of the Labor
9 Code], shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50)
10 for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For
11 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
12 period for which the employee was underpaid.”

13 131. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
14 individually or as an officer, agent, or employee of another person, who pays or causes to be paid
15 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an
16 order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation
17 that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each
18 pay period for which the employee is underpaid . . . (2) For each subsequent violation for the same
19 specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period
20 for which the employee is underpaid regardless of whether the initial violation is intentionally
21 committed.”

22 132. Labor Code section 226.3 provides: “[a]ny employer who violates subdivision (a)
23 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
24 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
25 each violation in a subsequent citation, for which the employer fails to provide the employee a
26 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
27 The civil penalties provided for in this section are in addition to any other penalty provided by law.”

28 133. Labor Code section 1174.5 provides a \$500 penalty for an employer’s failure to

1 maintain accurate and complete payroll records showing the hours worked daily by and the wages
2 paid to employees.

3 134. Defendants' conduct with respect to Plaintiff and the other Aggrieved Employees
4 violates numerous Labor Code Sections including, but not limited to, the following:

- 5 a. Violation of Labor Code sections 201-204, 206, 210, 221, 223, 227.3, 246, 510,
6 1194, 1197, 1197.1, and 1198 for failure to timely pay all sick pay, vacation pay,
7 and earned wages (including minimum, regular, and overtime wages) owed to
8 Plaintiff and/or the other Aggrieved Employees during employment and upon
9 separation of employment as herein alleged;
- 10 b. Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods
11 to Plaintiff and/or the other Aggrieved Employees and failure to pay premium wages
12 for missed meal periods as herein alleged;
- 13 c. Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiff
14 and/or the other Aggrieved Employees and failure to pay premium wages for missed
15 rest periods as herein alleged;
- 16 d. Violation of Labor Code sections 226 and 226.3 for failure to provide accurate
17 itemized wage statements to Plaintiff and the other Aggrieved Employees as herein
18 alleged;
- 19 e. Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate
20 records regarding the employment of Plaintiff and the other Aggrieved Employees
21 as herein alleged;
- 22 f. Violation of Labor Code sections 2800 and 2802 for failure to reimburse business
23 expenses to Plaintiff and the other Aggrieved Employees as herein alleged;
- 24 g. Violation of Labor Code sections 233 and 234 for failure to permit Plaintiff and
25 other Aggrieved Employees to use their accrued and available sick leave
26 entitlement;

- 1 h. Violation of Labor Code section 353 for failure to keep accurate records of all
2 gratuities received by Defendants, whether received directly from the employee or
3 indirectly by means of deductions from the wages of the employee or otherwise; and
4 i. Violation of Labor Code section 1199 for each of the foregoing violations.

5 135. As set forth above, Defendants have violated numerous provisions of the Labor
6 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
7 also seeks the civil penalties set forth in Labor Code sections 558 and 1197.1 for herself, the
8 underpaid employees, and the State of California.

9 136. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
10 violators and had one or more of the alleged violations committed against her, and therefore is
11 properly suited to represent the interests of all other Aggrieved Employees.

12 137. Pursuant to Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
13 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections
14 cited above.

15 138. Plaintiff is also entitled to attorneys’ fees and costs.

16 **NINTH CAUSE OF ACTION**

17 **(VIOLATION OF THE FAIR CREDIT REPORTING ACT)**

18 **(Against All Defendants)**

19 139. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
20 fully set forth herein.

21 140. At all relevant times, Plaintiff and the FCRA Sub-Class Members were current,
22 former, and prospective employees of Defendants covered by the Fair Credit Reporting Act, 15
23 U.S.C. sections 1681, *et seq.*

24 141. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated
25 15 U.S.C. section 1681b(b)(2)(A)(i) because they failed to provide Plaintiff and the FCRA Sub-
26 Class Members with “clear and conspicuous” notice in a written document that consists solely of
27 the disclosure that it may procure consumer background reports for employment purposes.

28 142. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated

1 15 U.S.C. section 1681b(b)(2)(A)(ii) because they failed to obtain written authorization from
2 Plaintiff and the FCRA Sub-Class prior to obtaining a consumer background report for employment
3 purposes.

4 143. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated
5 15 U.S.C. section 1681b(b)(2)(A)(i) because they failed to provide Plaintiff and the FCRA Sub-
6 Class a copy of their consumer background reports prior to taking adverse actions against them,
7 including termination of employment.

8 144. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated
9 15 U.S.C. section 1681b(3)(A)(ii) because they failed to provide Plaintiff and the FCRA Sub-Class
10 with a summary of their rights under the FCRA prior to taking adverse actions against them,
11 including termination of employment.

12 145. Plaintiff and the FCRA Sub-Class she seeks to represent also seek statutory damages
13 situated for these violations under 15 U.S.C. section 1681n(a)(1)(A).

14 146. Plaintiff and the FCRA Sub-Class also seek punitive damages for these violations
15 under 15 U.S.C. section 1681n(a)(2).

16 147. Plaintiff and the FCRA Sub-Class also seek reasonable attorneys' fees and costs
17 under 15 U.S.C. section 1681n(a)(3).

18 **TENTH CAUSE OF ACTION**

19 **(VIOLATION OF THE CALIFORNIA INVESTIGATIVE CONSUMER REPORTING**
20 **AGENCIES ACT)**

21 **(Against All Defendants)**

22 148. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
23 fully set forth herein.

24 149. At all relevant times, Plaintiff and the ICRAA Sub-Class Members were current,
25 former, and prospective employees of Defendants covered by the California Investigative
26 Consumer Reporting Agencies Act, California Civil Code sections 1786, *et seq.*

27 150. Section 1786.2(c) of the ICRAA defines an "investigative consumer report" as: a
28 consumer report in which information on a consumer's character, general reputation, personal

1 characteristics, or mode of living is obtained through any means.

2 151. Plaintiff is informed, believes, and thereon alleges that Defendants' background
3 checks on Plaintiff and the ICRAA Sub-Class Members qualify as an investigative consumer report
4 under the ICRAA.

5 152. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated
6 California Civil Code section 1786.16(a)(2)(B) because they failed to provide Plaintiff and the
7 ICRAA Sub-Class "clear and conspicuous" notice of the following in a written document that
8 consists solely of the disclosure: (1) An investigative consumer report may be obtained; (2) the
9 permissible purpose of the report is identified; (3) that the disclosure may including information on
10 the consumer's character, general reputation, personal characteristics, and mode of living; (4)
11 identification of the name, address, and telephone number of the investigative consumer reporting
12 agency conducting the investigation; (5) notification of the nature and scope of the investigation
13 requested, including a summary of the provisions of California Civil Code section 1786.22; and (6)
14 notifies the consumer of the Internet Web site address of the investigative consumer reporting
15 agency identified in clause (iv), or, if the agency has no Internet Web site address, the telephone
16 number of the agency, where the consumer may find information about the investigative reporting
17 agency's privacy practices, including whether the consumer's personal information will be sent
18 outside the United States or its territories and information that complies with subdivision (d)
19 of Section 1786.20.

20 153. Plaintiff is informed, believes, and thereon alleges that in evaluating her and other
21 ICRAA Sub-Class Members for employment or during employment, Defendants procured or
22 caused to be prepared investigative consumer reports (e.g. background checks), as defined by Cal.
23 Civ. Code section 1786.2(c).

24 154. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated
25 California Civil Code section 1786.16(a)(2)(C) because they failed to obtain written authorization
26 from Plaintiff and the ICRAA Sub-Class Members prior to obtaining a consumer background
27 reports for employment purposes.

28 155. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated

1 California Civil Code section 1786.16(b)(1) because they failed to provide, by means of a box to
2 check on a written form, the opportunity to request and receive a copy of the consumer background
3 report obtained for Plaintiff and the ICRAA Sub-Class Members.

4 156. As a result of Defendants' illegal procurement of consumer credit reports by way of
5 their improper notice, as set forth above, Plaintiff and the ICRAA Sub-Class Members have been
6 injured, including but not limited to, having their privacy and statutory rights invaded in violation
7 of the ICRAA.

8 157. Plaintiff and the ICRAA Sub-Class she seeks to represent seek statutory damages
9 for these violations under California Civil Code section 1786.50.

10 158. Plaintiff and the ICRAA Sub-Class also seek punitive damages for these violations
11 under California Civil Code section 1786.50(b).

12 159. Plaintiff and the ICRAA Sub-Class also seek reasonable attorneys' fees and costs
13 under California Civil Code section 1786.50(a)(2).

14 **ELEVENTH CAUSE OF ACTION**

15 **(VIOLATION OF THE CONSUMER CREDIT REPORTING AGENCIES ACT)**

16 **(Against All Defendants)**

17 160. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
18 fully set forth herein.

19 161. At all relevant times, Plaintiff and the CCRAA Sub-Class Members were current,
20 former, and prospective employees of Defendants covered by the CCRAA.

21 162. Section 1785.3(c) of the CCRAA defines "consumer credit report" as: Any written,
22 oral, or other communication or any information by a consumer credit reporting agency bearing on
23 a consumer's credit worthiness, credit standing, or credit capacity, which is used or is expected to
24 be used, or collected in whole or in part, for the purpose of serving as a factor in establishing the
25 consumer's eligibility for:...(2) employment purposes...

26 163. Plaintiff is informed and believes and thereon alleges that the employment
27 background checks procured by Defendants on behalf of Plaintiff and the CCRAA Sub-Class
28 qualify as consumer credit reports under the CCRAA.

1 164. Section 1785.20.5(a) of the CCRAA provides, in relevant part, that “[p]rior to
2 requesting a consumer credit report for employment purposes, the user of the report shall provide
3 written notice to the person involved. The notice shall inform the person that a report will be used,
4 and shall identify the specific basis under subdivision (a) of Section 1024.5 of the Labor Code for
5 use of the report. The notice shall also inform the person of the source of the report ...”

6 165. Plaintiff is informed, believes, and thereon alleges that, during the applicable Class
7 Period, Defendants have obtained and used information in consumer reports to conduct background
8 checks on Plaintiff and the CCRAA Sub-Class without providing proper notice informing Plaintiff
9 and the CCRAA Sub-Class of the source of the reports and without supplying the name and address
10 of the consumer credit reporting agency making the report, as required by California Civil Code
11 section 1785.20.5(b), among other things.

12 166. Accordingly, Plaintiff is informed, believes, and thereon alleges that Defendants
13 have, at times, willfully violated the strict disclosure and authorization requirements under the
14 CCRAA.

15 167. Plaintiff is informed, believes, and thereon alleges that Defendants’ conduct in
16 violation of the CCRAA was and is willful and/or grossly negligent. Defendants acted in deliberate
17 or reckless disregard of their obligations and the rights of applicants and employees, including
18 Plaintiff and the CCRAA Sub-Class.

19 168. As a result of Defendants’ illegal procurement of consumer credit reports by way of
20 their improper notice, as set forth above, Plaintiff and the CCRAA Sub-Class Members have been
21 injured, including but not limited to, having their privacy and statutory rights invaded in violation
22 of the CCRAA.

23 169. Plaintiff and the CCRAA Sub-Class she seeks to represent seek without limitation
24 all of the available remedies under California Civil Code section 1785.31, including actual
25 damages, loss of wages, damages for pain and suffering, and punitive damages.

26 170. Plaintiff and the CCRAA Sub-Class also seek reasonable attorneys’ fees and costs
27 under California Civil Code section 1785.31.

28 //

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the proposed Class, prays for judgment and the following specific relief against Defendants, jointly and severally, as follows:

1. That the Court certify the proposed Class and Subclasses, and any other class or subclasses as appropriate under California Code of Civil Procedure section 382;
2. That Plaintiff be appointed as the Class Representative;
3. That David Alami and Shaheen Anthony Etemadi of Alami Law Group be appointed as Class Counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For such general, economic, and/or special damages in an amount according to proof with interest thereon;
6. For damages, monetary relief, wages, premiums, reimbursements, benefits and penalties, including interest thereon;
7. For treble damages pursuant to Penal Code section 496(c) for violation of Penal Code section 487m;
8. For waiting time penalties pursuant to Labor Code section 203;
9. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
10. For the amounts provided for in Labor Code section 226.7;
11. For attorney's fees, costs of suit, including expert fees, and interest pursuant to Labor Code sections 218.6, 226, 1194, 2802 and California Code of Civil Procedure section 1021.5;
12. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;
13. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;

14. For liquidated damages pursuant to Labor Code section 1194.2;
15. For permanent injunctive relief described in the UCL cause of action;
16. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6, California Civil Code sections 3287 and 3289, and applicable law;
17. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;
18. A declaratory judgment that the practices complained of herein are unlawful under California law;
19. PAGA Penalties;
20. Cause of Action No. 9: For actual damages and statutory damages pursuant to 15 U.S.C. § 1681n(a)(1)(A), punitive damages pursuant to 15 U.S.C. § 1681n(a)(2), and costs of suit and reasonable attorneys' fees pursuant to 15 U.S.C. § 1681n(a)(3);
21. Cause of Action No. 10: For actual damages, punitive damages, and costs of suit and reasonable attorneys' fees pursuant to Cal. Civ. Code § 1786.50;
22. Cause of Action No. 11: For actual damages, punitive damages, and costs of suit and reasonable attorneys' fees pursuant to 1785.31.
23. Such other equitable relief as the Court may deem proper; and
24. An award of such other and further relief as this Court may deem appropriate.

Dated: August 1, 2023

ALAMI LAW GROUP

By: 

David Alami

Shaheen Anthony Etemadi

Attorneys for Plaintiff TAMARA BROADNAX

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Dated: August 1, 2023

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David Alami
Shaheen Anthony Etemadi
Attorneys for Plaintiff TAMARA BROADNAX

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