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County of Santa Clara
23CV422688
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David Alami (State Bar No. 314628)
david@alamilawgroup.com
Shaheen Anthony Etemadi (State Bar No. 319138)
shawn@alamilawgroup.com
ALAMI LAW GROUP
620 Newport Center Drive, Suite 1100
Newport Beach, CA 92660
Telephone: (949) 287-3594

Attorneys for Plaintiff ABUNDIO VILLA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

Case No. **23CV422688**

ABUNDIO VILLA, an individual, on
behalf of himself, others similarly situated,
other aggrieved employees, and the State
of California,

Plaintiff,

v.

CAL DOOR AND DRAWER, INC.;
CALIFORNIA KITCHEN CABINET
DOOR CORPORATION; and DOES 1
through 50, inclusive,

Defendants.

**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 ABUNDIO VILLA (“Plaintiff”), on behalf of himself, all others similarly situated,
2 all other aggrieved employees, and the State of California hereby brings this Class and
3 Representative Action Complaint (“Complaint”) against Defendants CAL DOOR AND
4 DRAWER, INC.; CALIFORNIA KITCHEN CABINET DOOR CORPORATION; and DOES 1
5 through 50, inclusive (collectively, “Defendants”), and alleges with knowledge with respect to his
6 own acts and on information and belief as to other matters as follows:

7 **INTRODUCTION**

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

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

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

25 4. This proposed class and representative action seeks, *inter alia*, unpaid wages
26 (including sick pay, vacation pay, minimum, regular, overtime, and double time wages),
27 compensation for non-compliant meal periods and rest breaks, waiting time penalties, itemized
28 wage statement penalties, civil penalties, business expense reimbursements, liquidated damages,

1 interest, reasonable attorneys' fees, and costs. Plaintiff's action is brought under, *inter alia*, the
2 California Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the
3 California Code of Regulations, California Business & Professions Code sections 17200 *et seq.*,
4 California Civil Code section 3289, California Code of Civil Procedure section 1021.5, and
5 California Labor Code ("Labor Code") sections 200, 201, 202, 203, 204, 206, 210, 221, 223, 224,
6 226, 226.3, 226.7, 227.3, 233, 234, 246, 500, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2,
7 1197, 1197.1, 1198, 1199, 2800, and 2802.

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

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

24 **JURISDICTION AND VENUE**

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

1 pursuant to California Code of Civil Procedure section 382 and representative action under PAGA.
2 As such, the monetary damages, restitution, penalties, and other amounts sought by Plaintiff
3 exceeds the minimal jurisdictional limits of the Superior Court and will be established according to
4 proof at trial. The Court also has jurisdiction over certain causes of action pursuant to California
5 Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction
6 for enforcement of this statute in any court of competent jurisdiction.

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

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

21 **PARTIES**

22 10. Plaintiff is an individual who resides in California. Defendants employed Plaintiff
23 as a non-exempt hourly employee from approximately August 2021 through September 20, 2022.

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

27 12. Plaintiff is informed, believes and thereon alleges that, at all relevant times, CAL
28 DOOR AND DRAWER, INC. was and is a California corporation. CAL DOOR AND DRAWER,

1 INC. is a wholesale manufacturer of drawer box, specialty doors, and flex line products. Plaintiff
2 is informed, believes and thereon alleges that, at all relevant times, CAL DOOR AND DRAWER,
3 INC. was and is an employer subject to California state wage and hour laws. Plaintiff is informed,
4 believes and based thereon alleges that Defendants are “persons” as those terms are defined under
5 the FCRA, at 15 U.S.C. § 1681a(b), the CCCRA, at Civ. Code § 1785.3(j) and the ICRAA, at Civ.
6 Code § 1786.2(a).

7 13. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
8 CALIFORNIA KITCHEN CABINET DOOR CORPORATION was and is a California
9 corporation. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
10 CALIFORNIA KITCHEN CABINET DOOR CORPORATION was and is an employer subject to
11 California state wage and hour laws. Plaintiff is informed, believes and based thereon alleges that
12 Defendants are “persons” as those terms are defined under the FCRA, at 15 U.S.C. § 1681a(b), the
13 CCCRA, at Civ. Code § 1785.3(j) and the ICRAA, at Civ. Code § 1786.2(a).

14 14. 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 15. Defendants continue to employ non-exempt employees within California.

18 16. 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 17. 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 18. 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 19. 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 20. At all relevant times herein, Defendants were agents of each other and acting within
27 the course and scope of their agency.

28 //

1 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

2 21. 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 22. 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 his 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 his 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 his 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 23. 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 24. 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 25. 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 26. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
28 Defendants failed to pay Plaintiff and Class Members all sick pay, vacation pay, minimum, regular,

1 overtime, and double time wages for all hours worked in violation of the Labor Code and IWC
2 Wage Orders. During the PAGA Period, Plaintiff and Class Members regularly worked more than
3 eight (8) hours and/or 10 hours per workday, over 40 hours per workweek, and/or over eight (8)
4 hours per workday on the seventh consecutive day of work. Defendants' practices and policies
5 deprived Plaintiff and Class Members of minimum, regular, overtime, and/or double time wages
6 for work they performed off the clock. Defendants required Plaintiff and Class Members to
7 complete work- related tasks off the clock, such as communicating with Defendants. Furthermore,
8 Defendants rounded Plaintiff and Class Members' hours worked, thereby depriving them of wages
9 for all hours worked at the legally mandated rates. Employer did not compensate Plaintiff and Class
10 Members for all hours worked because Plaintiff and Class Members were regularly on-duty during
11 their meal and/or rest periods. Finally, Defendants failed to accurately calculate the regular rate of
12 pay by failing to include a remuneration when calculating the rate of pay for overtime, double time,
13 meal and rest period premiums, vacation pay, and sick pay.

14 27. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
15 Defendants deprived Plaintiff and Class Members of the opportunity to take all of their statutorily
16 entitled meal periods within the appropriate time intervals or provide compensation in lieu thereof
17 in violation of the Labor Code and IWC Wage Orders. During the Class Period, Defendants failed
18 to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Plaintiff
19 and other Class Members as required by Labor Code section 512 and section 11 of the applicable
20 Wage Order. Specifically, Plaintiff and Class Members frequently had their meal periods shortened,
21 interrupted, late, and/or missed altogether due to Defendants' practice of understaffing and
22 prioritizing work demands over taking compliant breaks. Defendants also failed to authorize and
23 permit and/or make available to Plaintiff and Class Members second meal periods when they
24 worked more than 10 hours. Moreover, Defendants rounded Plaintiff and Class Members' time
25 punches for meal periods. Accordingly, Defendants failed to authorize and permit and/or make
26 available to Plaintiff and Class Members timely, uninterrupted off-duty meal periods for at least 30
27 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to
28 compensate Plaintiff and Class Members with an additional hour of pay at their regular rate of pay

1 for every day in which they were denied a compliant meal period, in violation of the Labor Code
2 and the applicable IWC Wage Orders.

3 28. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
4 Defendants failed to permit Plaintiff and Class Members to take all of their statutorily entitled 10-
5 minute rest periods for every four (4) hours worked or major fraction thereof or provide
6 compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. Plaintiff and
7 Class Members missed their rest breaks or had them interrupted or governed by Defendants'
8 practices and policies. Specifically, Defendants never scheduled rest breaks for Plaintiff and Class
9 Members and Plaintiff and Class Members were never authorized and permitted to take rest breaks.
10 Defendants also failed to adopt and implement a practice of providing third rest breaks when
11 Plaintiff and Class Members worked over 10 hours. Notwithstanding the above rest break
12 violations, Defendants failed to compensate Plaintiff and Class Members with an additional hour
13 of pay at their regular rate of pay for every day in which they suffered a rest period violation.
14 Accordingly, Employer violated the Labor Code and the applicable IWC Wage Orders.

15 29. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
16 Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses
17 incurred in the performance of their duties in violation of the Labor Code and IWC Wage Orders.
18 During the Class Period, Defendants failed to reimburse Plaintiff and Class Members for all
19 business expenses incurred for Defendants' benefit. For example, Plaintiff and Class Members were
20 required to use their personal cell phones to discuss work-related matters with Defendants'
21 representatives and for other work purposes without any reimbursement. Specifically, Defendants'
22 supervisory representatives called Plaintiff's personal cell phone instead of his business cell phone.
23 Finally, Plaintiff and Class Members were required to clean, wash, and iron their uniforms, which
24 were the Defendants' property, without any reimbursement for the costs of cleaning, washing, and
25 ironing. Specifically, Plaintiff was required to wash his uniform multiple times per week because
26 Defendants only provided him with two shirts. Accordingly, Defendants violated the Labor Code
27 and applicable IWC Wage Orders.

28 30. Plaintiff is informed, believes, and thereon alleges that during the Class Period,

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

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

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

17 33. Plaintiff is informed, believes, and thereon alleges that Defendants procured
18 consumer background reports for employment purposes on Plaintiff and the FCRA, ICRAA, and
19 CCRAA Sub-Classes without following the strict disclosure and authorization requirements of
20 various federal and California laws. Specifically, Plaintiff is informed, believes, and thereon alleges
21 that, without limitation, in or about July of 2021, Defendants purported to provide consumer report
22 disclosures and requested from Plaintiff authorization(s) to procure consumer reports, background
23 checks, and/or drug tests for purposes of employment. Plaintiff is further informed and believes
24 and based thereon alleges that, without limitation, in or about July 2021, Defendants procured a
25 consumer report about Plaintiff as part of an employment background screening without providing
26 Plaintiff with the proper disclosures and without proper authorization in compliance with the law.

27 34. Plaintiff is informed, believes, and thereon alleges that Defendants did not provide
28 legally compliant disclosure and authorization forms to Plaintiff and the FCRA Sub-Class as they

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

18 35. Plaintiff is informed, believes, and thereon alleges that Defendants did not provide
19 legally compliant disclosure and authorization forms to Plaintiff and the ICRAA Sub-Class
20 Members as a result of, without limitation, Defendants failing to make a “clear and conspicuous”
21 disclosure in writing to Plaintiff and the ICRAA Sub-Class Members at any time before the report
22 is or was procured or caused to be made in a document that consists solely of the disclosure, that:
23 identified the name, address, and telephone number of the investigative consumer reporting agency
24 conducting the investigation in violation of Civ. Code § 1786.16; notified Plaintiff and the ICRAA
25 Sub-Class Members in writing of the nature and scope of the investigation requested, including a
26 summary of the provisions of Civ. Code § 1786.22; and notified Plaintiff and the ICRAA Sub-
27 Class Members of the internet web site of the investigative consumer reporting agency, or, if the
28 agency had no internet web site address, the telephone number of the agency where Plaintiff and

1 the ICRAA Sub-Class Members may find information about the investigative reporting agency's
2 privacy practices, including whether Plaintiff and the ICRAA Sub-Class Members' personal
3 information will be sent outside of the United States or its territories and information that complies
4 with sections of Civ. Code § 1786, *et seq.*, among other things.

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

11 37. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
12 described throughout this FAC were willful.

13 **NUMEROSITY**

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

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

22 **COMMONALITY**

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

26 (a) Whether Defendants failed to pay Plaintiff and Class Members all sick pay,
27 vacation pay, minimum, regular, overtime, and double time wages for all hours worked by Plaintiff
28 and Class Members;

1 (b) Whether Defendants engaged in rounding of Plaintiff and Class Members
2 hours worked, thereby depriving them of wages for all hours worked at the legally mandated rates.

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

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

12 (g) 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 (h) Whether Defendants' conduct was willful;

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

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

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

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

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

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

12 **TYPICALITY**

13 41. 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 42. Plaintiff is an adequate representative of the Class, in that Plaintiff's claims (and
21 defenses, if any) are typical of those of the Class. Plaintiff has no conflicts of interest with Plaintiff's
22 fellow Class Members and will be able to fairly and adequately protect the interests of the Class.
23 Plaintiff has the same interests in the litigation of this case as the Class Members; and is committed
24 to vigorous prosecution of this case and has retained competent counsel experienced in class action
25 and wage and hour litigation of this nature.

26 **PREDOMINANCE**

27 43. 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 44. 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 45. 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 46. 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 47. Plaintiff incorporates by reference all previous paragraphs of this FAC as though

1 fully set forth herein.

2 48. At all relevant times, Defendants had a duty to comply with Labor Code sections
3 204, 206, 210, 218, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and
4 the applicable IWC Wage Orders and California Code of Regulations.

5 49. 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 50. 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 51. 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 52. Labor Code section 221 provides “[i]t shall be unlawful for any employer to collect
25 or receive from an employee any part of wages theretofore paid by said employer to said employee.”

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

54. Labor Code section 224 prohibits any deduction from an employee’s wages which
is not either authorized by the employee in writing or permitted by law.

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

56. Labor Code section 227.3 requires employers to pay terminated employees for their

1 unused paid vacation time at their final rate of pay.

2 57. At all times relevant, Labor Code section 510, and applicable sections of the
3 California Code of Regulations and the IWC Wage Orders applied to Plaintiffs' work with
4 Defendants and continue to apply to Class Members' employment with Defendants. Labor Code
5 section 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders
6 state that any work performed in excess of eight hours in a workday and/or 40 hours in a workweek
7 must be paid at one and one-half times the employee's regular rate of pay. Any work performed in
8 excess of 12 hours in a workday must be compensated at the rate of no less than twice the regular
9 rate of pay for an employee.

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

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

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

28 61. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an

1 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

2 62. Labor Code section 1197 provides that the minimum wage for employees fixed by
3 the commission is the minimum wage to be paid to the employees, and the payment of a less wage
4 than minimum so fixed is unlawful.

5 63. Labor Code section 1198 prohibits employers from employing for longer hours or
6 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise
7 set by the Labor Commissioner.

8 64. The failure to pay at least minimum wages to Plaintiffs and Class Members for each
9 and every hour worked violates Labor Code sections 1812.11-1812.12, 1194, 1194.2, and 1197;
10 the applicable IWC wage order section 4; and Business & Professions Code.

11 65. The failure to pay designated wages to Plaintiffs and Class Members for each and
12 every hour worked violates Labor Code sections 221 and 223; the applicable IWC wage order
13 section 3; and Business & Professions Code.

14 66. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
15 Plaintiffs and Class Members regularly worked in excess of eight (8), 10, and/or 12 hours per
16 workday and over 40 hours per workweek and were not paid all wages at their proper rate of pay
17 for overtime, double time, sick pay, vacation pay, and meal and rest period premiums, and off-the-
18 clock work including due to rounding, among other things.

19 67. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
20 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including sick
21 pay, vacation pay, and minimum, regular, overtime, and double time wages) by failing to accurately
22 record all time worked, time shaving, auto-deducting missed or short meal periods, rounding time
23 and meal period punches, and requiring off-the-clock work without compensation, among other
24 things.

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

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

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

SECOND CAUSE OF ACTION

(FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU

THEREOF)

(Against All Defendants)

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

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

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

1 than 12 hours, the second meal period may be waived by mutual consent of the employer and
2 employee, but only if the first meal period was not waived.

3 74. Section 11 of the applicable IWC Wage Orders state that “[u]nless the employee is
4 relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
5 duty’ meal period and counted as time worked.”

6 75. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
7 requiring any employee to work during a meal period mandated by any California statute,
8 regulation, standard or order. If an employer fails to provide an employee with a meal period in
9 accordance with state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the
10 employer pay the employee one additional hour of pay at the employee’s regular rate of
11 compensation for each workday that the meal period is noncompliant.

12 76. Throughout the Class Period, Plaintiff and Class Members did not receive compliant
13 meal periods when working more than five (5) hours and/or 10 hours per workday because their
14 first and second meal periods were missed, late, interrupted, short, and/or not free of all duties.

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

18 78. Plaintiff is informed, believes, and thereon alleges that Class Members did not
19 voluntarily waive their meal periods.

20 79. As a direct and proximate result of Defendants’ unlawful conduct, as set forth
21 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
22 of premium pay for meal period violations and earnings, in an amount to be established at trial, plus
23 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period
24 violations are deemed unpaid wages, Plaintiff will also seek attorneys’ fees and costs pursuant to
25 statute.

26 80. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
27 conduct described herein, have committed an “intentional theft of wages in an amount greater than
28 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty

1 dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month
2 period” within the meaning of California Penal Code section 487m. Specifically, Defendants have
3 intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200,
4 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
5 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
6 Plaintiff and Class Members under the law Plaintiff is informed, believes, and thereon alleges that
7 meal period premiums are wages, gratuities, benefits, or other compensation within the meaning of
8 California Penal Code section 487m. Plaintiff and the Class Members he seeks to represent are thus
9 entitled to recover from Defendants treble damages and costs, including reasonable attorneys’ fees,
10 pursuant to California Penal Code section 496(c).

11 81. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
12 as described herein and below.

13 **THIRD CAUSE OF ACTION**

14 **(FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU**
15 **THEREOF)**

16 **(Against All Defendants)**

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

19 83. At all relevant times, Defendants had a duty to comply with Labor Code section
20 226.7 and the applicable IWC Wage Orders and California Code of Regulations.

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

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

25 (A) Every employer shall authorize and permit all employees to
26 take rest periods, which insofar as practicable shall be in the middle
27 of each work period. The authorized rest period time shall be based
28 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.

86. 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.

87. 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.

88. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order.

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

90. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law Plaintiff is informed, believes, and thereon alleges that

1 rest period premiums are wages, gratuities, benefits, or other compensation within the meaning of
2 California Penal Code section 487m. Plaintiff and the Class Members he seeks to represent are thus
3 entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees,
4 pursuant to California Penal Code section 496(c).

5 91. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
6 as described herein and below.

7 **FOURTH CAUSE OF ACTION**

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

9 **(Against All Defendants)**

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

12 93. At all relevant times, Defendants had a duty to comply with Labor Code section 226
13 and the applicable IWC Wage Orders and California Code of Regulations.

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

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

27 96. Section 7 of the IWC Wage Orders requires Defendants to maintain time records
28 showing, among other things, when the employee begins and ends each work period, meal periods

1 taken, and total daily hours worked in an itemized wage statement, and must show all deductions
2 and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff
3 and Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have
4 knowingly and intentionally failed to comply with the IWC Wage Orders.

5 97. Throughout the Class Period, Defendants provided wage statements that did not
6 accurately reflect the total number of hours worked by Plaintiff and Class Members at each
7 corresponding pay rate, the gross and net wages earned, and the correct entity name and address on
8 wage statements, among other things, making it difficult for Plaintiff and Class Members to
9 determine whether they were paid correctly for all hours worked, which deductions were made, and
10 the extent of any underpayment. Plaintiff has had to file this lawsuit in order to determine the
11 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.
12 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
13 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and recover
14 the underpayment of wages from Defendants. Defendants' violations of Labor Code section 226(a)
15 prevented Plaintiff and Class Members from knowing, understanding and disputing the wages paid
16 to them, and resulted in an unjustified economic enrichment to Defendants.

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

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

24 100. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
25 as described herein and below.

26 //

27 //

28 //

FIFTH CAUSE OF ACTION
(WAITING TIME PENALTIES)
(Against All Defendants)

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

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

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

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

105. 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.

106. 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.

107. 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.

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

SIXTH CAUSE OF ACTION

(FAILURE TO REIMBURSE BUSINESS EXPENSES)

(Against All Defendants)

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

110. 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.

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

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

113. During the Class Period, Defendants failed to reimburse Plaintiff and Class Members for all business expenses incurred for Defendants' benefit. For example, Plaintiff and

1 Class Members were required to use their personal cell phones to discuss work-related matters with
2 Defendants' representatives and for other work purposes without any reimbursement. Specifically,
3 Defendants' supervisory representatives called Plaintiff's personal cell phone instead of his
4 business cell phone. Finally, Plaintiff and Class Members were required to clean, wash, and iron
5 their uniforms, which were the Defendants' property, without any reimbursement for the costs of
6 cleaning, washing, and ironing. Specifically, Plaintiff was required to wash his uniform multiple
7 times per week because Defendants only provided him with two shirts.

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

11 115. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
12 as described herein and below.

13 **SEVENTH CAUSE OF ACTION**
14 **(UNFAIR BUSINESS PRACTICES)**
15 **(Against All Defendants)**

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

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

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

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

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

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

6 (a) Failing to pay all sick pay, vacation pay, and minimum, regular, overtime,
7 and double time wages due to Plaintiff and Class Members in violation of Labor Code sections 204,
8 206, 210, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
9 applicable IWC Wage Orders and California Code of Regulations;

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

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

14 (d) Intentionally failing to provide Plaintiff and Class Members with accurate
15 itemized wage statements in violation of Labor Code section 226;

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

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

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

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

1 123. Plaintiff further brings this cause of action on behalf of the proposed Class, seeking
2 statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to
3 compel restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and
4 premiums, etc.) obtained by Defendants through the unfair and unlawful business practices
5 described herein pursuant to, *inter alia*, Business and Professions Code sections 17202, 17203, and
6 17208. Under the circumstances alleged, it would be inequitable and result in a miscarriage of
7 justice for Defendants to continue to retain the property of Plaintiff and Class Members.

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

12 125. Pursuant to California Business and Professions Code section 17203, as a direct and
13 proximate result of the unfair business practices of Defendants, Plaintiff, individually, and on behalf
14 of all employees similarly situated, is entitled to equitable and injunctive relief, against such
15 unlawful practices in order to prevent future damage, for which there is no adequate remedy at law,
16 and to avoid a multiplicity of lawsuits. Plaintiff also seeks an order enjoining Defendants to cease
17 and desist from engaging in the practices described herein.

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

22 127. As a result of Defendants' unlawful and unfair business practices, Plaintiff and Class
23 Members are entitled to and seek other appropriate relief available under California Business &
24 Professions Code sections 17200 *et seq.* Plaintiff, on behalf of himself and the Class, also seeks
25 recovery of attorneys' fees and costs of this action to be paid by Defendants as provided by
26 California Code of Civil Procedure section 1021.5.

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

1 **EIGHTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

12 131. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
13 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
14 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
15 after 65 days have passed without notice from the LWDA.

16 132. On July 9, 2023, Plaintiff gave written notice of the specified provisions alleged to
17 have been violated, including the facts and theories to support the alleged violations, as required
18 by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants
19 and to the LWDA by electronically filing the notice via the Department of Industrial Relations'
20 website. More than 65 days have passed since Plaintiff submitted the PAGA notice to the LWDA
21 without notice from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements
22 under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a claim for
23 penalties on behalf of himself and all other Aggrieved Employees under PAGA.

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

1 134. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil
2 penalties for any alleged violation of the following provisions: subdivision (k) of Section 96,
3 Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,
4 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223,
5 and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
6 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
7 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of
8 Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603,
9 604, 750, 7 51.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025,
10 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197,
11 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292,
12 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5,
13 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55,
14 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 17 00.26, 1700.31,
15 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and
16 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810,
17 subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7, 6400, 6401, 6401.7,
18 6402, and 6403.

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

27 136. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
28 individually or as an officer, agent, or employee of another person, who pays or causes to be paid

1 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an
2 order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation
3 that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each
4 pay period for which the employee is underpaid . . . (2) For each subsequent violation for the same
5 specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period
6 for which the employee is underpaid regardless of whether the initial violation is intentionally
7 committed.”

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

14 138. Labor Code section 1174.5 provides a \$500 penalty for an employer’s failure to
15 maintain accurate and complete payroll records showing the hours worked daily by and the wages
16 paid to employees.

17 139. Defendants’ conduct with respect to Plaintiff and the other Aggrieved Employees
18 violates numerous Labor Code Sections including, but not limited to, the following:

- 19 a. Violation of Labor Code sections 201-204, 206, 210, 221, 223, 227.3, 246, 510,
20 1194, 1197, 1197.1, and 1198 for failure to timely pay all sick pay, vacation pay,
21 and earned wages (including minimum, regular, overtime, and double time wages)
22 owed to Plaintiff and/or the other Aggrieved Employees during employment and
23 upon separation of employment as herein alleged;
- 24 b. Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods
25 to Plaintiff and/or the other Aggrieved Employees and failure to pay premium wages
26 for missed meal periods as herein alleged;

- 1 c. Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiff
2 and/or the other Aggrieved Employees and failure to pay premium wages for missed
3 rest periods as herein alleged;
- 4 d. Violation of Labor Code sections 226 and 226.3 for failure to provide accurate
5 itemized wage statements to Plaintiff and the other Aggrieved Employees as herein
6 alleged;
- 7 e. Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate
8 records regarding the employment of Plaintiff and the other Aggrieved Employees
9 as herein alleged;
- 10 f. Violation of Labor Code sections 2800 and 2802 for failure to reimburse business
11 expenses to Plaintiff and the other Aggrieved Employees as herein alleged;
- 12 g. Violation of Labor Code sections 233 and 234 for failure to permit Plaintiff and
13 other Aggrieved Employees to use their accrued and available sick leave
14 entitlement; and
- 15 h. Violation of Labor Code section 1199 for each of the foregoing violations.

16 140. As set forth above, Defendants have violated numerous provisions of the Labor
17 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
18 also seeks the civil penalties set forth in Labor Code sections 558 and 1197.1 for himself, the
19 underpaid employees, and the State of California.

20 141. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
21 violators and suffered one or more of the alleged violations, and therefore is properly suited to
22 represent the interests of all other Aggrieved Employees.

23 142. Pursuant to Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
24 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections
25 cited above.

26 143. Plaintiff is also entitled to attorneys’ fees and costs.

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NINTH CAUSE OF ACTION
(VIOLATION OF THE FAIR CREDIT REPORTING ACT)
(Against All Defendants)

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

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

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

147. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated 15 U.S.C. section 1681b(b)(2)(A)(ii) because they failed to obtain written authorization from Plaintiff and the FCRA Sub-Class prior to obtaining their consumer background reports for employment purposes.

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

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

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

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

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

3 **TENTH CAUSE OF ACTION**

4 **(VIOLATION OF THE CALIFORNIA INVESTIGATIVE CONSUMER REPORTING**
5 **AGENCIES ACT)**

6 **(Against All Defendants)**

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

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

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

15 156. Plaintiff is informed, believes, and thereon alleges that Defendants' background
16 checks as to Plaintiff and the ICRAA Sub-Class Members qualify as an investigative consumer
17 report under the ICRAA.

18 157. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated
19 California Civil Code section 1786.16(a)(2)(B) because they failed to provide Plaintiff and the
20 ICRAA Sub-Class "clear and conspicuous" notice of the following in a written document that
21 consists solely of the disclosure: (1) An investigative consumer report may be obtained; (2) the
22 permissible purpose of the report is identified; (3) that the disclosure may including information on
23 the consumer's character, general reputation, personal characteristics, and mode of living; (4)
24 identification of the name, address, and telephone number of the investigative consumer reporting
25 agency conducting the investigation; (5) notification of the nature and scope of the investigation
26 requested, including a summary of the provisions of California Civil Code section 1786.22; and (6)
27 notifies the consumer of the Internet Web site address of the investigative consumer reporting
28 agency identified in clause (iv), or, if the agency has no Internet Web site address, the telephone

1 number of the agency, where the consumer may find information about the investigative reporting
2 agency's privacy practices, including whether the consumer's personal information will be sent
3 outside the United States or its territories and information that complies with subdivision (d)
4 of Section 1786.20.

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

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

13 160. Plaintiff is informed, believes, and thereon alleges that Defendants willfully violated
14 California Civil Code section 1786.16(b)(1) because they failed to provide, by means of a box to
15 check on a written form, the opportunity to request and receive a copy of the consumer background
16 report obtained for Plaintiff and the ICRAA Sub-Class Members.

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

21 162. Plaintiff and the ICRAA Sub-Class he seeks to represent seek statutory damages for
22 these violations under California Civil Code section 1786.50.

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

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

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ELEVENTH CAUSE OF ACTION
(VIOLATION OF THE CONSUMER CREDIT REPORTING AGENCIES ACT)
(Against All Defendants)

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

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

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

168. Plaintiff is informed and believes and thereon alleges that the employment background checks procured by Defendants as to Plaintiff and the CCRAA Sub-Class qualify as consumer credit reports under the CCRAA.

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

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

171. Accordingly, Plaintiff is informed, believes, and thereon alleges that Defendants have, at times, willfully violated the strict disclosure and authorization requirements under the

1 CCRAA.

2 172. Plaintiff is informed, believes, and thereon alleges that Defendants' conduct in
3 violation of the CCRAA was and is willful and/or grossly negligent. Defendants acted in deliberate
4 or reckless disregard of their obligations and the rights of applicants and employees, including
5 Plaintiff and the CCRAA Sub-Class.

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

10 174. Plaintiff and the CCRAA Sub-Class he seeks to represent seek without limitation all
11 of the available remedies under California Civil Code section 1785.31, including actual damages,
12 loss of wages, damages for pain and suffering, and punitive damages.

13 175. Plaintiff and the CCRAA Sub-Class also seek reasonable attorneys' fees and costs
14 under California Civil Code section 1785.31.

15 **PRAYER FOR RELIEF**

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

18 1. That the Court certify the proposed Class and Subclasses, and any other class or
19 subclasses as appropriate under California Code of Civil Procedure section 382;

20 2. That Plaintiff be appointed as the Class Representative;

21 3. That David Alami and Shaheen Anthony Etemadi of Alami Law Group be appointed
22 as Class Counsel for all purposes;

23 4. For compensatory damages in an amount according to proof with interest thereon;

24 5. For such general, economic, and/or special damages in an amount according to proof
25 with interest thereon;

26 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
27 penalties, including interest thereon;

28 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;

1 22. Cause of Action No. 11: For actual damages, punitive damages, and costs of suit
2 and reasonable attorneys' fees pursuant to 1785.31.

3 23. Such other equitable relief as the Court may deem proper; and

4 24. An award of such other and further relief as this Court may deem appropriate.

5 Dated: September 18, 2023

ALAMI LAW GROUP

6
7
8 By: 

9 David Alami

10 Shaheen Anthony Etemadi

11 Attorneys for Plaintiff ABUNDIO VILLA
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: September 18, 2023

ALAMI LAW GROUP

By: _____



David Alami

Shaheen Anthony Etemadi

Attorneys for Plaintiff ABUNDIO VILLA