

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

PARIS SHOOTS, JONATHAN BELL,
MAXWELL TURNER, TAMMY HOPE,
PHILLIP OSTROVSKY, BRENDA
BRANDT, ANISSA SANDERS, and
MICHAEL CHAVEZ, on behalf
of themselves and the Proposed Rule 23
Classes, and others similarly situated,

Plaintiffs,

v.

IQOR HOLDINGS U.S., INC.,

Defendant.

Court File No. 0:15-cv-00563-SRN-SER

**DEFENDANT'S ANSWER TO
FOURTH AMENDED COMPLAINT
AND OTHER AFFIRMATIVE
AND OTHER DEFENSES**

Defendant iQor Holdings US Inc. ("iQor"), by its attorneys Jackson Lewis, P.C., hereby submits its Answer to Plaintiffs' Fourth Amended Complaint and Affirmative and Other Defenses. iQor denies each and every allegation not specifically admitted, denied or otherwise qualified, and hereby states and alleges as follows:

PRELIMINARY STATEMENT

1. iQor denies the allegations contained in Paragraph 1 of the Fourth Amended Complaint.
2. iQor admits the allegations contained in Paragraph 2 of the Fourth Amended Complaint.
3. iQor admits that certain contact centers utilize a system called TimeQey to track CCAs' hours worked and work activity throughout the work day, including the time CCAs log into the system at the beginning of their scheduled shifts, time spent taking scheduled meal and remaining allegations contained in Paragraph 3 of the Fourth Amended Complaint.

4. iQor admits that prior to January 1, 2015, no mouse or keyboard activity for two minutes put the TimeQey system into “idle” state. iQor denies the remaining allegations contained in Paragraph 4 of the Fourth Amended Complaint.

5. iQor denies the allegations contained in Paragraph 5 of the Fourth Amended Complaint.

6. iQor admits that it pays CCAs on an hourly basis and that certain contact centers utilize TimeQey to track hours worked. iQor denies the remaining allegations contained in Paragraph 6 of the Fourth Amended Complaint.

7. iQor admits that Plaintiff Shoots has filed the instant lawsuit on behalf of himself and a purported class of other individuals. iQor further admits that Plaintiff Shoots purports to bring a claim under the Minnesota Payment of Wages Act, Minn. Stat. § 181.001, et seq. and Minn. R. 5200.0120. iQor denies the remaining allegations contained in Paragraph 7 of the Fourth Amended Complaint.

8. iQor admits that Plaintiffs Bell and Turner have filed the instant lawsuit on behalf of themselves and a purported class of other individuals. iQor further admits that Plaintiffs Bell and Turner purport to bring a claim under the New York Labor Law, Article 6, § 190, et seq., and unidentified supporting regulations. iQor denies the remaining allegations contained in Paragraph 8 of the Fourth Amended Complaint.

9. iQor admits that Plaintiffs Bell and Turner purport to bring this lawsuit on behalf of themselves and a purported class of other individuals. iQor further admits that Plaintiffs Bell and Turner purport to bring a claim under the New York Labor Law, Article 19, § 650, et seq., and New York State Department of Labor Regulations, 12 N.Y.C.R.R. § 142. iQor denies the remaining allegations contained in Paragraph 9 of the Fourth Amended Complaint.

10. iQor admits that Plaintiff Hope has filed the instant lawsuit on behalf of herself and a purported class of other individuals. iQor further admits that Plaintiff Hope purports to bring a claim under the Ohio Prompt Pay Act, Ohio Rev. Code § 4113.15. iQor denies the remaining allegations contained in Paragraph 10 of the Fourth Amended Complaint.

11. iQor admits that Plaintiff Hope has filed the instant lawsuit on behalf of herself and a purported class of other individuals. iQor further admits that Plaintiff Hope purports to bring a claim under the Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code § 4111.01, et seq., and unidentified supporting regulations. iQor denies the remaining allegations contained in Paragraph 11 of the Fourth Amended Complaint.

12. iQor admits that Plaintiff Ostrovsky has filed the instant lawsuit on behalf of himself and a purported class of other individuals. iQor further admits that Plaintiff Ostrovsky purports to bring a claim under the Arizona Wage Act, A.R.S. 23-350, et seq., and unidentified supporting regulations. iQor denies the remaining allegations contained in Paragraph 12 of the Fourth Amended Complaint.

13. iQor admits that Plaintiff Brandt has filed the instant lawsuit on behalf of herself and a purported class of other individuals. iQor further admits that Plaintiff Brandt purports to bring a claim under the Colorado Wage Claim Act, C.R.S. § 8-4-101, et seq., and unidentified supporting regulations. iQor denies the remaining allegations contained in Paragraph 13 of the Fourth Amended Complaint.

14. iQor admits that Plaintiff Brandt has filed the instant lawsuit on behalf of herself and a purported class of other individuals. iQor further admits that Plaintiff Brandt purports to bring a claim under the Colorado Minimum Wage Act, C.R.S. § 8-6-101, et seq., and Colorado Minimum Wage Order Number 31, 7 C.C.R. 1103-1:1, et seq., as well as other unidentified

supporting regulations. iQor denies the remaining allegations contained in Paragraph 14 of the Fourth Amended Complaint.

15. iQor admits that Plaintiff Sanders has filed the instant lawsuit on behalf of herself and a purported class of other individuals. iQor further admits that Plaintiff Sanders purports to bring a claim under the North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-25.1, et seq., and unidentified supporting regulations. iQor denies the remaining allegations contained in Paragraph 15 of the Fourth Amended Complaint.

16. iQor admits that Plaintiff McCutcheon has filed the instant lawsuit on behalf of herself and a purported class of other individuals. iQor further admits that Plaintiff McCutcheon purports to bring a claim under the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10 et seq. and other unidentified, South Carolina law. iQor denies the remaining allegations contained in Paragraph 16 of the Fourth Amended Complaint.

17. iQor admits that Plaintiff Chavez has filed the instant lawsuit on behalf of himself and a purported class of other individuals. iQor further admits that Plaintiff Chavez purports to bring a claim under Cal. Labor Code §§ 1182.12, 1194, and 1194.2, unidentified wage order(s) and other unidentified California law. iQor denies the remaining allegations contained in Paragraph 17 of the Fourth Amended Complaint.

18. iQor admits that Plaintiff Chavez has filed the instant lawsuit on behalf of himself and a purported class of other individuals. iQor further admits that Plaintiff Chavez purports to bring a claim under Cal. Labor Code §§ 510, 1194, 1198, unidentified wage order(s) and other unidentified California law. iQor denies the remaining allegations contained in Paragraph 18 of the Fourth Amended Complaint.

19. iQor admits that Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, and Sanders have filed the instant lawsuit on behalf of themselves and a purported class of other individuals. iQor further admits that Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, and Sanders purport to bring a claim under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”). iQor denies the remaining allegations contained in Paragraph 19 of the Fourth Amended Complaint.

20. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs’ claims under the FCRA were dismissed pursuant to the Court’s October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 20 of the Fourth Amended Complaint.

21. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs’ claims under the FCRA were dismissed pursuant to the Court’s October 18, 2016 Order. To the extent that iQor has any obligation to respond, iQor denies the allegations contained in Paragraph 21 of the Fourth Amended Complaint.

22. iQor denies all of the allegations contained in Paragraph 22 of the Fourth Amended Complaint.

PARTIES

Plaintiffs

23. iQor admits that, according to its records, Plaintiff Shoots is a resident of the state of Minnesota. iQor further admits that Plaintiff Shoots was employed as a CCA at iQor’s contact center in Minnesota. iQor denies the remaining allegations contained in Paragraph 23 of the Fourth Amended Complaint.

24. iQor admits that, according to its records, Plaintiff Bell is a resident of the state of New York. iQor further admits that Plaintiff Bell was employed as a CCA at iQor’s contact center

in Buffalo, New York. iQor admits on May 15, 2015 a consent form that purports to be signed by Plaintiff Bell was filed with the Court. iQor denies the remaining allegations contained in Paragraph 24 of the Fourth Amended Complaint.

25. iQor admits that, according to its records, Plaintiff Turner is a resident of the state of New York. iQor further admits that Plaintiff Turner was employed as a CCA at iQor's contact center in Buffalo, New York. iQor admits on April 3, 2015 a consent form that purports to be signed by Plaintiff Turner was filed with the Court. iQor denies the remaining allegations contained in Paragraph 25 of the Fourth Amended Complaint.

26. iQor admits that, according to its records, Plaintiff Hope is a resident of the state of Ohio. iQor further admits that Plaintiff Hope was employed as a CCA at iQor's contact center in Columbus, Ohio. iQor admits on April 14, 2015 a consent form that purports to be signed by Plaintiff Hope was filed with the Court. iQor denies the remaining allegations contained in Paragraph 26 of the Fourth Amended Complaint.

27. iQor admits that, according to its records, Plaintiff Ostrovsky is a resident of the state of Arizona. iQor further admits that Plaintiff Ostrovsky was employed as a CCA at iQor's contact center in Tempe, Arizona. iQor admits on April 3, 2015 a consent form that purports to be signed by Plaintiff Ostrovsky was filed with the Court. iQor denies the remaining allegations contained in Paragraph 27 of the Fourth Amended Complaint.

28. iQor admits that, according to its records, Plaintiff Brandt is a resident of the state of Colorado. iQor further admits that Plaintiff Brandt was employed as a CCA as an at-home agent and at iQor's contact center in Colorado Springs, Colorado. iQor admits on May 12, 2015 a consent form that purports to be signed by Plaintiff Brandt was filed with the Court. iQor denies the remaining allegations contained in Paragraph 28 of the Fourth Amended Complaint.

29. iQor admits that, according to its records, Plaintiff Sanders is a resident of the state of North Carolina. iQor further admits that Plaintiff Sanders was employed as a CCA at iQor's contact center in Charlotte, North Carolina. iQor admits on May 11, 2015 a consent form that purports to be signed by Plaintiff Sanders was filed with the Court. iQor denies the remaining allegations contained in Paragraph 29 of the Fourth Amended Complaint.

30. iQor admits that, according to its records, Plaintiff McCutcheon is a resident of the state of South Carolina. iQor further admits that Plaintiff McCutcheon was employed as a CCA from July 2011 to October 2015 at iQor's contact center in Charleston, South Carolina. iQor admits on January 12, 2016 a consent form that purports to be signed by Plaintiff McCutcheon was filed with the Court. iQor denies the remaining allegations contained in Paragraph 30 of the Fourth Amended Complaint.

31. iQor admits that, according to its records, Plaintiff Chavez is a resident of the state of California. iQor further admits that Plaintiff Chavez was employed as a CCA from approximately September 2009 but avers he held the position until July 2014 when he transferred into an AVP, exempt, position which he held until his separation in November 2014. At all times Plaintiff Chavez worked for iQor at its contact center in Simi Valley, California. iQor admits on January 6, 2016, a consent form that purports to be signed by Plaintiff Chavez was filed with the Court. iQor denies the remaining allegations contained in Paragraph 31 of the Fourth Amended Complaint.

Defendant

32. iQor admits that it is incorporated in the State of Delaware. iQor denies that its corporate headquarters is located in the State of New York, and affirmatively states that its

principal place of business is located in St. Petersburg Florida. iQor admits the remaining allegations contained in Paragraph 32 of the Fourth Amended Complaint.

33. iQor admits the allegations contained in Paragraph 33 of the Fourth Amended Complaint.

34. iQor admits the allegations contained in Paragraph 34 of the Fourth Amended Complaint.

35. iQor admits the allegations contained in Paragraph 35 of the Fourth Amended Complaint.

JURISDICTION AND VENUE

36. iQor admits the allegations contained in Paragraph 36 of the Fourth Amended Complaint.

37. iQor admits the allegations contained in Paragraph 37 of the Fourth Amended Complaint.

38. iQor admits the allegations contained in Paragraph 38 of the Fourth Amended Complaint.

39. iQor admits that it conducts business in Hennepin County, Minnesota and that Plaintiff Shoots performed services for iQor in Hennepin County, Minnesota. iQor further admits that venue is proper in the U.S. District Court for the District of Minnesota. iQor denies the remaining allegations contained in Paragraph 39 of the Fourth Amended Complaint.

FACTUAL ALLEGATIONS RELATING TO ALL WAGE AND HOUR CLAIMS

40. iQor admits the allegations contained in Paragraph 40 of the Fourth Amended Complaint.

41. iQor admits that Plaintiffs have filed the instant lawsuit on behalf of themselves and purported classes of other individuals. iQor further admits Plaintiffs worked as CCAs, and that they were responsible for handling inbound and outbound customer care calls, obtaining payment of past due invoices, gathering data and documenting per customer requirements, as well as other duties assigned to them from time-to-time. iQor further admits the allegations contained in the third sentence of Paragraph 41 of the Fourth Amended Complaint. iQor denies the remaining allegations contained in Paragraph 41 of the Fourth Amended Complaint.

42. iQor admits that it pays CCAs on an hourly basis and that prior to July 2015, it paid CCAs semi-monthly. iQor denies the remaining allegations contained in Paragraph 42 of the Fourth Amended Complaint.

43. iQor admits the allegations contained in the first sentence of Paragraph 43 of the Fourth Amended Complaint. iQor further admits that some CCAs occasionally work overtime. iQor denies the remaining allegations contained in Paragraph 43 of the Fourth Amended Complaint.

44. iQor admits that it sends letters to each individual who receives an offer of employment and that letter specifies that individual's starting hourly wage. iQor further admits that the offer letter sent to Plaintiff Shoots identified his starting hourly wage as "\$12 per hour." iQor further admits that each of the named Plaintiffs received an offer letter and accepted employment with iQor, and that their offer letters did not reference iQor's timekeeping system. iQor denies the remaining allegations contained in Paragraph 44 of the Fourth Amended Complaint.

45. iQor admits that it pays its employees one and one-half times their regular hourly rate for all hours worked in excess of a forty-hour workweek, in compliance with state and federal

law. iQor denies the remaining allegations contained in Paragraph 45 of the Fourth Amended Complaint.

46. iQor admits that it utilizes a system called TimeQey to track CCAs' hours worked and work activity throughout the work day, including the time CCAs log into the system at the beginning of their scheduled shifts, time spent taking scheduled meal and rest breaks, and the time CCAs log out of the system at the end of the work day. iQor denies the remaining allegations contained in Paragraph 46 of the Fourth Amended Complaint.

47. iQor admits that prior to January 1, 2015, no mouse or keyboard activity for two minutes put the TimeQey system into "idle" state. iQor denies the remaining allegations contained in Paragraph 47 of the Fourth Amended Complaint.

48. iQor denies the allegations contained in Paragraph 48 of the Fourth Amended Complaint.

49. iQor admits that it pays some CCAs on an hourly basis based, in part, on time recorded via the TimeQey system. iQor denies the remaining allegations contained in Paragraph 49 of the Fourth Amended Complaint.

50. iQor admits that pursuant to its policies, CCAs are to notify their managers if compensable work time has not been captured by the TimeQey system. iQor denies the remaining allegations contained in Paragraph 50 of the Fourth Amended Complaint.

51. iQor denies the allegations contained in Paragraph 51 of the Fourth Amended Complaint.

52. iQor denies the allegations contained in Paragraph 52 of the Fourth Amended Complaint.

53. iQor denies the allegations contained in Paragraph 53 of the Fourth Amended Complaint.

54. iQor denies the allegations contained in Paragraph 54 of the Fourth Amended Complaint.

55. iQor admits that pursuant to the Company's Meal Period and Rest Breaks policy, effective January 1, 2015, CCAs are provided a paid 10-minute rest break for each four hours or major fraction thereof worked. iQor denies the remaining allegations contained in Paragraph 55 of the Fourth Amended Complaint.

56. iQor denies the allegations contained in Paragraph 56 of the Fourth Amended Complaint.

57. iQor denies the allegations contained in Paragraph 57 of the Fourth Amended Complaint.

58. iQor denies the allegations contained in Paragraph 58 of the Fourth Amended Complaint.

59. iQor admits that for the pay period beginning May 16, 2014, and ending on May 31, 2014, Plaintiff Shoots was paid for 79.14 hours of work. iQor denies the remaining allegations contained in Paragraph 59 of the Fourth Amended Complaint.

60. iQor admits that for the pay period beginning June 16, 2012, and ending on June 30, 2012, Plaintiff Bell was paid for 77.53 hours of work. iQor denies the remaining allegations contained in Paragraph 60 of the Fourth Amended Complaint.

61. iQor admits that for the pay period beginning July 16, 2014, and ending on July 31, 2014, Plaintiff Turner was paid for 80.36 hours of work. iQor denies the remaining allegations contained in Paragraph 61 of the Fourth Amended Complaint.

62. iQor denies the allegations contained in Paragraph 62 of the Fourth Amended Complaint.

63. iQor admits that for the pay period beginning October 1, 2014, and ending on October 15, 2014, Plaintiff Ostrovsky was paid for 80.05 hours of work. iQor denies the remaining allegations contained in Paragraph 63 of the Fourth Amended Complaint.

64. iQor admits that for the pay period beginning October 16, 2013, and ending on October 31, 2013, Plaintiff Brandt was paid for 92.74 hours of work. iQor denies the remaining allegations contained in Paragraph 64 of the Fourth Amended Complaint.

65. iQor denies the allegations contained in Paragraph 65 of the Fourth Amended Complaint.

66. iQor admits that for the workweek ending on November 8, 2014, McCutcheon was paid for 36.93 hours at her regular rate. iQor denies the remaining allegations contained in Paragraph 66 of the Fourth Amended Complaint.

67. iQor admits that for the workweek ending on December 7, 2013, Chavez was paid for 36.92 hours at his regular rate. iQor denies the remaining allegations contained in Paragraph 67 of the Fourth Amended Complaint.

68. iQor denies the allegations contained in Paragraph 68 of the Fourth Amended Complaint.

69. iQor denies the allegations contained in Paragraph 69 of the Fourth Amended Complaint.

FACTUAL ALLEGATIONS RELATED TO OVERTIME CLAIMS

70. iQor admits that Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, Chavez, and Sanders were paid on an hourly basis and were classified as non-exempt employees. iQor denies the remaining allegations contained in Paragraph 70 of the Fourth Amended Complaint.

71. iQor denies the allegations contained in Paragraph 71 of the Fourth Amended Complaint.

72. iQor denies the allegations contained in Paragraph 72 of the Fourth Amended Complaint.

73. iQor denies the allegations contained in Paragraph 73 of the Fourth Amended Complaint.

74. iQor denies the allegations contained in Paragraph 74 of the Fourth Amended Complaint.

75. iQor admits that during the time Plaintiff Chavez held a non-exempt position (until July 2014) during the proposed class period, he worked more than 8 hours per day on 183 days and/or more than 40 hours per week 45 weeks. iQor denies the remaining allegations contained in Paragraph 75 of the Fourth Amended Complaint.

76. iQor admits that during the pay period beginning August 1, 2014, and ending on August 15, 2014, Plaintiff Turner was paid straight time for 79.78 hours of work and overtime for 5.07 hours of overtime work. iQor denies the remaining allegations contained in Paragraph 76 of the Fourth Amended Complaint.

77. iQor admits that during the pay period beginning February 1, 2014, and ending on February 15, 2014, Plaintiff Bell was paid straight time for 73.71 hours of work and overtime for

1.61 hours of overtime work. iQor denies the remaining allegations contained in Paragraph 77 of the Fourth Amended Complaint.

78. iQor admits that on occasion during April 2013, Plaintiff Hope was scheduled to work a 9.5-hour shift on a Monday and/or Tuesday. iQor denies the remaining allegations contained in Paragraph 78 of the Fourth Amended Complaint.

79. iQor admits that during the pay period beginning September 16, 2014, and ending on September 30, 2014, Plaintiff Ostrovsky was paid straight time for 84.33 hours of work and overtime for .26 hours of overtime work. iQor denies the remaining allegations contained in Paragraph 79 of the Fourth Amended Complaint.

80. iQor admits that during the pay period beginning November 1, 2013, and ending on November 15, 2013, Plaintiff Brandt was paid straight time for 59.93 hours of work and overtime for 4.87 hours of overtime work. iQor denies the remaining allegations contained in Paragraph 80 of the Fourth Amended Complaint.

81. iQor denies the allegations contained in Paragraph 81 of the Fourth Amended Complaint.

82. iQor admits it paid Plaintiff Chavez for 39.46 hours of straight time and zero hours of overtime at his regular rate of pay. iQor denies the remaining allegations contained in Paragraph 82 of the Fourth Amended Complaint.

83. iQor admits that CCAs occasionally were scheduled to work more than 40 hours in a single work week. iQor denies the remaining allegations contained in Paragraph 83 of the Fourth Amended Complaint.

84. iQor admits that while Plaintiff Chavez was employed as a non-exempt employee during the proposed class period (through July 2014 when he became an AVP), he was scheduled

and/or worked more than 40 hours in a workweek during 45 weeks and/or worked more than 8 hours in a work day 183 days. iQor denies the remaining allegations contained in Paragraph 84 of the Fourth Amended Complaint.

85. iQor denies the allegations contained in Paragraph 85 of the Fourth Amended Complaint.

FCRA ALLEGATIONS

The FCRA's Employment Protections

86. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 86 of the Fourth Amended Complaint.

87. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 87 of the Fourth Amended Complaint.

88. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 88 of the Fourth Amended Complaint.

89. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 89 of the Fourth Amended Complaint.

90. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 90 of the Fourth Amended Complaint.

91. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 91 of the Fourth Amended Complaint.

92. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 92 of the Fourth Amended Complaint.

93. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 93 of the Fourth Amended Complaint.

Allegations Relating to Plaintiff Shoots

94. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 94 of the Fourth Amended Complaint.

95. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October

18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 95 of the Fourth Amended Complaint.

96. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 96 of the Fourth Amended Complaint.

97. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 97 of the Fourth Amended Complaint.

98. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 98 of the Fourth Amended Complaint.

99. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 99 of the Fourth Amended Complaint.

100. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 100 of the Fourth Amended Complaint.

101. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 101 of the Fourth Amended Complaint.

102. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 102 of the Fourth Amended Complaint.

103. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 103 of the Fourth Amended Complaint.

104. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 104 of the Fourth Amended Complaint.

105. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 105 of the Fourth Amended Complaint.

106. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October

18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 106 of the Fourth Amended Complaint.

107. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 107 of the Fourth Amended Complaint.

108. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 108 of the Fourth Amended Complaint.

109. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 109 of the Fourth Amended Complaint.

Allegations Relating to Plaintiff Shoots

110. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 110 of the Fourth Amended Complaint.

111. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 111 of the Fourth Amended Complaint.

112. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 112 of the Fourth Amended Complaint.

113. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 113 of the Fourth Amended Complaint.

114. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 114 of the Fourth Amended Complaint.

115. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 115 of the Fourth Amended Complaint.

116. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 116 of the Fourth Amended Complaint.

117. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October

18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 117 of the Fourth Amended Complaint.

118. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 118 of the Fourth Amended Complaint.

119. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 119 of the Fourth Amended Complaint.

120. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 120 of the Fourth Amended Complaint.

MINNESOTA CLASS ACTION ALLEGATIONS

121. iQor restates and incorporates by reference its answers to Paragraphs 1 through 120 of the Fourth Amended Complaint as if fully set forth herein.

122. iQor admits only that Plaintiff Shoots has filed the instant lawsuit on behalf of himself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 122 of the Fourth Amended Complaint.

123. iQor admits that it has employed more than 400 individuals as CCAs at its Minnesota contact center during the three year statute of limitations period alleged in the Fourth

Amended Complaint. iQor denies the remaining allegations contained in Paragraph 123 of the Fourth Amended Complaint.

124. iQor denies the allegations contained in Paragraph 124 of the Fourth Amended Complaint.

125. iQor denies the allegations contained in Paragraph 125 of the Fourth Amended Complaint.

126. iQor denies the allegations contained in Paragraph 126 of the Fourth Amended Complaint.

127. iQor denies the allegations contained in Paragraph 127 of the Fourth Amended Complaint.

128. iQor denies the allegations contained in Paragraph 128 of the Fourth Amended Complaint.

129. iQor denies the allegations contained in Paragraph 129 of the Fourth Amended Complaint.

130. iQor admits that Paragraph 130 of the Fourth Amended Complaint states Plaintiff Shoots' intent to send notice to the putative class pursuant to Fed. R. Civ. P. 23(b)(3). iQor denies that sending notice to the putative class is appropriate and further denies the remaining allegations contained in Paragraph 130 of the Fourth Amended Complaint.

NEW YORK CLASS ACTION ALLEGATIONS

131. iQor restates and incorporates by reference its answers to Paragraphs 1 through 130 of the Fourth Amended Complaint as if fully set forth herein.

132. iQor admits only that Plaintiffs Bell and Turner have filed the instant lawsuit on behalf of themselves and a purported class of other individuals, as defined above. iQor denies that

this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 132 of the Fourth Amended Complaint.

133. iQor admits only that Plaintiffs Bell and Turner have filed the instant lawsuit on behalf of themselves and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 133 of the Fourth Amended Complaint.

134. iQor admits that it has employed more than 300 individuals as CCAs at its Buffalo, New York contact center during the six year statute of limitations period alleged in the Fourth Amended Complaint. iQor denies the remaining allegations contained in Paragraph 134 of the Fourth Amended Complaint.

135. iQor denies the allegations contained in Paragraph 135 of the Fourth Amended Complaint.

136. iQor denies the allegations contained in Paragraph 136 of the Fourth Amended Complaint.

137. iQor denies the allegations contained in Paragraph 137 of the Fourth Amended Complaint.

138. iQor denies the allegations contained in Paragraph 138 of the Fourth Amended Complaint.

139. iQor denies the allegations contained in Paragraph 139 of the Fourth Amended Complaint.

140. iQor denies the allegations contained in Paragraph 140 of the Fourth Amended Complaint.

141. iQor admits that Paragraph 141 of the Fourth Amended Complaint states Plaintiffs Bell's and Turner's intent to send notice to the putative class pursuant to Fed. R. Civ. P. 23(c). iQor denies that sending notice to the putative class is appropriate and further denies the remaining allegations contained in Paragraph 141 of the Fourth Amended Complaint.

OHIO CLASS ACTION ALLEGATIONS

142. iQor restates and incorporates by reference its answers to Paragraphs 1 through 141 of the Fourth Amended Complaint as if fully set forth herein.

143. iQor admits only that Plaintiff Hope has filed the instant lawsuit on behalf of herself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 143 of the Fourth Amended Complaint.

144. iQor admits only that Plaintiff Hope has filed the instant lawsuit on behalf of herself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 144 of the Fourth Amended Complaint.

145. iQor admits that it has employed more than 400 individuals as CCAs at its Columbus, Ohio contact center during the eight year statute of limitations period alleged in the Fourth Amended Complaint. iQor denies the remaining allegations contained in Paragraph 145 of the Fourth Amended Complaint.

146. iQor denies the allegations contained in Paragraph 146 of the Fourth Amended Complaint.

147. iQor denies the allegations contained in Paragraph 147 of the Fourth Amended Complaint.

148. iQor denies the allegations contained in Paragraph 148 of the Fourth Amended Complaint.

149. iQor denies the allegations contained in Paragraph 149 of the Fourth Amended Complaint.

150. iQor denies the allegations contained in Paragraph 150 of the Fourth Amended Complaint.

151. iQor denies the allegations contained in Paragraph 151 of the Fourth Amended Complaint.

152. iQor admits that Paragraph 152 of the Fourth Amended Complaint states Plaintiff Hope's intent to send notice to the putative class pursuant to Fed. R. Civ. P. 23(c). iQor denies that sending notice to the putative class is appropriate and further denies the remaining allegations contained in Paragraph 152 of the Fourth Amended Complaint.

ARIZONA CLASS ACTION ALLEGATIONS

153. iQor restates and incorporates by reference its answers to Paragraphs 1 through 152 of the Fourth Amended Complaint as if fully set forth herein.

154. iQor admits only that Plaintiff Ostrovsky has filed the instant lawsuit on behalf of himself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 154 of the Fourth Amended Complaint.

155. iQor admits that it has employed more than 2,000 individuals as CCAs at its Tempe, Arizona contact center during the one year statute of limitations period alleged in the Fourth Amended Complaint. iQor denies the remaining allegations contained in Paragraph 155 of the Fourth Amended Complaint.

156. iQor denies the allegations contained in Paragraph 156 of the Fourth Amended Complaint.

157. iQor denies the allegations contained in Paragraph 157 of the Fourth Amended Complaint.

158. iQor denies the allegations contained in Paragraph 158 of the Fourth Amended Complaint.

159. iQor denies the allegations contained in Paragraph 159 of the Fourth Amended Complaint.

160. iQor denies the allegations contained in Paragraph 160 of the Fourth Amended Complaint.

161. iQor denies the allegations contained in Paragraph 161 of the Fourth Amended Complaint.

162. iQor admits that Paragraph 162 of the Fourth Amended Complaint states Plaintiff Ostrovsky's intent to send notice to the putative class pursuant to Fed. R. Civ. P. 23(b)(3). iQor denies that sending notice to the putative class is appropriate and further denies the remaining allegations contained in Paragraph 162 of the Fourth Amended Complaint.

COLORADO CLASS ACTION ALLEGATIONS

163. iQor restates and incorporates by reference its answers to Paragraphs 1 through 162 of the Fourth Amended Complaint as if fully set forth herein.

164. iQor admits only that Plaintiff Brandt has filed the instant lawsuit on behalf of herself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 164 of the Fourth Amended Complaint.

165. iQor admits only that Plaintiff Brandt has filed the instant lawsuit on behalf of herself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 165 of the Fourth Amended Complaint.

166. iQor admits that it has employed more than 750 individuals as CCAs at its Colorado Springs, Colorado contact center during the three year statute of limitations period alleged in the Fourth Amended Complaint. iQor denies the remaining allegations contained in Paragraph 166 of the Fourth Amended Complaint.

167. iQor denies the allegations contained in Paragraph 167 of the Fourth Amended Complaint.

168. iQor denies the allegations contained in Paragraph 168 of the Fourth Amended Complaint.

169. iQor denies the allegations contained in Paragraph 169 of the Fourth Amended Complaint.

170. iQor denies the allegations contained in Paragraph 170 of the Fourth Amended Complaint.

171. iQor denies the allegations contained in Paragraph 171 of the Fourth Amended Complaint.

172. iQor denies the allegations contained in Paragraph 172 of the Fourth Amended Complaint.

173. iQor admits that Paragraph 173 of the Fourth Amended Complaint states Plaintiff Brandt's intent to send notice to the putative class pursuant to Fed. R. Civ. P. 23(c). iQor denies

that sending notice to the putative class is appropriate and further denies the remaining allegations contained in Paragraph 173 of the Fourth Amended Complaint.

NORTH CAROLINA CLASS ACTION ALLEGATIONS

174. iQor restates and incorporates by reference its answers to Paragraphs 1 through 173 of the Fourth Amended Complaint as if fully set forth herein.

175. iQor admits only that Plaintiff Sanders has filed the instant lawsuit on behalf of herself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 175 of the Fourth Amended Complaint.

176. iQor admits that it has employed more than 1,000 individuals as CCAs at its Charlotte, North Carolina contact center during the two year statute of limitations period alleged in the Fourth Amended Complaint. iQor denies the remaining allegations contained in Paragraph 176 of the Fourth Amended Complaint.

177. iQor denies the allegations contained in Paragraph 177 of the Fourth Amended Complaint.

178. iQor denies the allegations contained in Paragraph 178 of the Fourth Amended Complaint.

179. iQor denies the allegations contained in Paragraph 179 of the Fourth Amended Complaint.

180. iQor denies the allegations contained in Paragraph 180 of the Fourth Amended Complaint.

181. iQor denies the allegations contained in Paragraph 181 of the Fourth Amended Complaint.

182. iQor denies the allegations contained in Paragraph 182 of the Fourth Amended Complaint.

183. iQor admits that Paragraph 183 of the Fourth Amended Complaint states Plaintiff Sanders's intent to send notice to the putative class pursuant to Fed. R. Civ. P. 23(b)(3). iQor denies that sending notice to the putative class is appropriate and further denies the remaining allegations contained in Paragraph 183 of the Fourth Amended Complaint.

SOUTH CAROLINA CLASS ACTION ALLEGATIONS

184. iQor restates and incorporates by reference its answers to Paragraphs 1 through 183 of the Fourth Amended Complaint as if fully set forth herein.

185. iQor admits only that Plaintiff McCutcheon has filed the instant lawsuit on behalf of herself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 185 of the Fourth Amended Complaint.

186. iQor admits that it has employed more than 1,000 individuals as CCAs at its South Carolina contact center during the statute of limitations period alleged in the Fourth Amended Complaint. iQor denies the remaining allegations contained in Paragraph 186 of the Fourth Amended Complaint.

187. iQor denies the allegations contained in Paragraph 187 of the Fourth Amended Complaint.

188. iQor denies the allegations contained in Paragraph 188 of the Fourth Amended Complaint.

189. iQor denies the allegations contained in Paragraph 189 of the Fourth Amended Complaint.

190. iQor denies the allegations contained in Paragraph 190 of the Fourth Amended Complaint.

191. iQor denies the allegations contained in Paragraph 191 of the Fourth Amended Complaint.

192. iQor denies the allegations contained in Paragraph 192 of the Fourth Amended Complaint.

193. iQor admits that Paragraph 193 of the Fourth Amended Complaint states Plaintiff McCutcheon's intent to send notice to the putative class pursuant to Fed. R. Civ. P. 23(b)(3). iQor denies that sending notice to the putative class is appropriate and further denies the remaining allegations contained in Paragraph 193 of the Fourth Amended Complaint.

CALIFORNIA CLASS ACTION ALLEGATIONS

194. iQor restates and incorporates by reference its answers to Paragraphs 1 through 193 of the Fourth Amended Complaint as if fully set forth herein.

195. iQor admits only that Plaintiff Chavez has filed the instant lawsuit on behalf of himself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 195 of the Fourth Amended Complaint.

196. iQor admits only that Plaintiff Chavez has filed the instant lawsuit on behalf of himself and a purported class of other individuals, as defined above. iQor denies that this case is susceptible to class treatment and further denies the remaining allegations contained in Paragraph 196 of the Fourth Amended Complaint.

197. iQor admits that it has employed more than 500 individuals as CCAs at its Simi Valley, California contact center during the statute of limitations period alleged in the Fourth

Amended Complaint. iQor denies the remaining allegations contained in Paragraph 197 of the Fourth Amended Complaint.

198. iQor denies the allegations contained in Paragraph 198 of the Fourth Amended Complaint.

199. iQor denies the allegations contained in Paragraph 199 of the Fourth Amended Complaint.

200. iQor denies the allegations contained in Paragraph 200 of the Fourth Amended Complaint.

201. iQor denies the allegations contained in Paragraph 201 of the Fourth Amended Complaint.

202. iQor denies the allegations contained in Paragraph 202 of the Fourth Amended Complaint.

203. iQor denies the allegations contained in Paragraph 203 of the Fourth Amended Complaint.

204. iQor admits that Paragraph 204 of the Fourth Amended Complaint states Plaintiff Chavez's intent to send notice to the putative class pursuant to Fed. R. Civ. P. 23(b)(3). iQor denies that sending notice to the putative class is appropriate and further denies the remaining allegations contained in Paragraph 204 of the Fourth Amended Complaint.

NATIONWIDE FLSA COLLECTIVE ALLEGATIONS

205. iQor restates and incorporates by reference its answers to Paragraphs 1 through 204 of the Fourth Amended Complaint as if fully set forth herein.

206. iQor admits only that Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, and Sanders have filed the instant lawsuit on behalf of themselves and a purported class of other individuals,

as defined above. iQor denies that this case is susceptible to collective action treatment and further denies the remaining allegations contained in Paragraph 206 of the Fourth Amended Complaint.

207. iQor admits on April 3, 2015 a consent form that purports to be signed by Plaintiff Turner was filed with the Court.

208. iQor admits that on May 15, 2015 a consent form that purports to be signed by Plaintiff Bell was filed with the Court.

209. iQor admits that on April 14, 2015, a consent form that purports to be signed by Plaintiff Hope was filed with the Court.

210. iQor admits on April 3, 2015 a consent form that purports to be signed by Plaintiff Ostrovsky was filed with the Court.

211. iQor admits that on May 12, 2015 a consent form that purports to be signed by Plaintiff Brandt was filed with the Court.

212. iQor admits that on May 11, 2015 a consent form that purports to be signed by Plaintiff Sanders was filed with the Court.

213. iQor denies the allegations contained in Paragraph 213 of the Fourth Amended Complaint.

214. iQor denies the allegations contained in Paragraph 214 of the Fourth Amended Complaint.

215. iQor denies the allegations contained in Paragraph 215 of the Fourth Amended Complaint.

216. iQor denies the allegations contained in Paragraph 216 of the Fourth Amended Complaint.

FCRA CLASS ACTION ALLEGATIONS

217. iQor restates and incorporates by reference its answers to Paragraphs 1 through 216 of the Fourth Amended Complaint as if fully set forth herein.

218. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 218 of the Fourth Amended Complaint..

219. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 219 of the Fourth Amended Complaint.

220. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 220 of the Fourth Amended Complaint.

221. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 221 of the Fourth Amended Complaint.

222. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 222 of the Fourth Amended Complaint.

223. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 223 of the Fourth Amended Complaint.

224. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 224 of the Fourth Amended Complaint.

225. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 225 of the Fourth Amended Complaint.

226. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 226 of the Fourth Amended Complaint.

CAUSES OF ACTION

COUNT I — VIOLATION OF THE MINNESOTA PAYMENT OF WAGES ACT

On Behalf of Plaintiff Shoots and the Proposed Minnesota Rule 23 Class

227. iQor restates and incorporates by reference its answers to Paragraphs 1 through 226 of the Fourth Amended Complaint as if fully set forth herein.

228. iQor admits the allegations contained in Paragraph 228 of the Fourth Amended Complaint.

229. iQor admits the allegations contained in Paragraph 229 of the Fourth Amended Complaint.

230. iQor denies the allegations contained in Paragraph 230 of the Fourth Amended Complaint.

231. iQor admits that Paragraph 231 of the Fourth Amended Complaint purports to summarize the requirements of Minn. Stat. § 181.101, but denies that it violated § 181.101 or any other Minnesota law.

232. iQor admits that Paragraph 232 of the Fourth Amended Complaint purports to summarize the requirements of Minn. Stat. § 181.13, but denies that it violated § 181.13 or any other Minnesota law.

233. iQor admits that Paragraph 233 of the Fourth Amended Complaint purports to summarize the requirements of Minn. Stat. § 181.14, but denies that it violated § 181.14 or any other Minnesota law.

234. iQor admits that Paragraph 234 of the Fourth Amended Complaint purports to summarize the requirements of Minn. Stat. §§ 181.13(a) and 181.14, subd. 1, but denies that it violated §§ 181.13(a) or 181.14, subd. 1, or any other Minnesota law.

235. iQor admits that Paragraph 235 of the Fourth Amended Complaint purports to summarize the requirements of Minn. R. 5200.120, subp. 1, but denies that it violated Minn. R. 5200.0120, subp. 1, or any other Minnesota law.

236. iQor admits that Paragraph 236 of the Fourth Amended Complaint purports to summarize the requirements of Minn. R. 5200.120, subp. 1, but denies that it violated Minn. R. 5200.0120, subp. 1, or any other Minnesota law.

237. iQor denies the allegations contained in Paragraph 237 of the Fourth Amended Complaint.

238. iQor denies the allegations contained in Paragraph 238 of the Fourth Amended Complaint.

239. iQor denies the allegations contained in Paragraph 239 of the Fourth Amended Complaint.

240. iQor denies the allegations contained in Paragraph 240 of the Fourth Amended Complaint.

241. iQor denies that Plaintiff Shoots and the putative Minnesota Rule 23 Class members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 241 of the Fourth Amended Complaint.

COUNT II —UNPAID WAGES IN VIOLATION OF NEW YORK LABOR LAW

On Behalf of Plaintiff Bell and Plaintiff Turner and the Proposed New York Rule 23 Class

242. iQor restates and incorporates by reference its answers to Paragraphs 1 through 241 of the Fourth Amended Complaint as if fully set forth herein.

243. iQor admits the allegations contained in Paragraph 243 of the Fourth Amended Complaint.

244. iQor admits the allegations contained in Paragraph 244 of the Fourth Amended Complaint.

245. iQor admits that Paragraph 245 of the Fourth Amended Complaint purports to summarize the requirements of New York Labor Law Sections 190 and 191, but denies that it violated Sections 190 and 191, or any other New York law.

246. iQor denies the allegations contained in Paragraph 246 of the Fourth Amended Complaint.

247. iQor admits the allegations contained in the first sentence of Paragraph 247 of the Fourth Amended Complaint. iQor admits that the second sentence of Paragraph 247 purports to summarize the requirements of 29 C.F.R. § 785.18, but denies that it violated New York Labor Law Section 191, 29 C.F.R. § 785.18, or any other New York law.

248. iQor denies the allegations contained in Paragraph 248 of the Fourth Amended Complaint.

249. iQor denies the allegations contained in Paragraph 249 of the Fourth Amended Complaint.

250. iQor denies the allegations contained in Paragraph 250 of the Fourth Amended Complaint.

251. iQor denies that Plaintiffs Bell and Turner, and the putative New York Rule 23 class action members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 251 of the Fourth Amended Complaint.

COUNT III – VIOLATION OF N.Y. COMP. CODES R. & REGS. TIT. 12, § 142-2.2
FOR UNPAID OVERTIME COMPENSATION

On Behalf of Plaintiffs Bell and Turner and the Proposed New York Rule 23 Overtime Subclass

252. iQor restates and incorporates by reference its answers to Paragraphs 1 through 251 of the Fourth Amended Complaint as if fully set forth herein.

253. iQor admits the allegations contained in Paragraph 253 of the Fourth Amended Complaint.

254. iQor admits the allegations contained in Paragraph 254 of the Fourth Amended Complaint.

255. iQor admits that Paragraph 255 of the Fourth Amended Complaint purports to summarize the requirements of 12 N.Y.C.R.R. § 142-2.2, but denies that it violated 12 N.Y.C.R.R. § 142-2.2, or any other New York law.

256. iQor admits that the New York Department of Labor's Minimum Wage Order for Miscellaneous Industries and Occupations references certain provisions of the federal FLSA, but denies that it violated the Minimum Wage Order or any other New York Law.

257. iQor denies the allegations contained in Paragraph 257 of the Fourth Amended Complaint.

258. iQor admits that Paragraph 258 of the Fourth Amended Complaint purports to summarize the requirements of 29 C.F.R. § 785.18, but denies that it violated 29 C.F.R. § 785.18 or any New York law.

259. iQor denies the allegations contained in Paragraph 259 of the Fourth Amended Complaint.

260. iQor denies the allegations contained in Paragraph 260 of the Fourth Amended Complaint.

261. iQor denies the allegations contained in Paragraph 261 of the Fourth Amended Complaint.

262. iQor denies that Plaintiff Turner and the putative New York Rule 23 Overtime Subclass members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 262 of the Fourth Amended Complaint.

COUNT IV — UNPAID STRAIGHT-TIME WAGES
IN VIOLATION OF THE OHIO PROMPT PAY ACT

On Behalf of Plaintiff Hope and the Proposed Ohio Rule 23 Class

263. iQor restates and incorporates by reference its answers to Paragraphs 1 through 262 of the Fourth Amended Complaint as if fully set forth herein.

264. iQor admits the allegations contained in Paragraph 264 of the Fourth Amended Complaint.

265. iQor admits the allegations contained in Paragraph 265 of the Fourth Amended Complaint.

266. iQor denies the allegations contained in Paragraph 266 of the Fourth Amended Complaint.

267. iQor admits that Paragraph 267 of the Fourth Amended Complaint purports to summarize the requirements of Ohio Rev. Code § 4113.15, but denies that it violated § 4113.15 or any other Ohio law.

268. iQor denies the allegations contained in Paragraph 268 of the Fourth Amended Complaint.

269. iQor denies the allegations contained in Paragraph 269 of the Fourth Amended Complaint.

270. iQor denies the allegations contained in Paragraph 270 of the Fourth Amended Complaint.

271. iQor denies that Plaintiff Hope and the putative Ohio Rule 23 Class members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 271 of the Fourth Amended Complaint.

**COUNT V — VIOLATION OF THE OHIO MINIMUM FAIR WAGE
STANDARDS ACT FOR UNPAID OVERTIME COMPENSATION**

On Behalf of Plaintiff Hope and the Proposed Ohio Rule 23 Overtime Subclass

272. iQor restates and incorporates by reference its answers to Paragraphs 1 through 271 of the Fourth Amended Complaint as if fully set forth herein.

273. iQor admits the allegations contained in Paragraph 273 of the Fourth Amended Complaint.

274. iQor admits the allegations contained in Paragraph 274 of the Fourth Amended Complaint.

275. iQor admits that Paragraph 275 of the Fourth Amended Complaint purports to summarize the requirements of Ohio Rev. Code § 4111.03(A), but denies that it violated § 4111.03(A) or any other Ohio law.

276. iQor admits that Ohio Rev. Code § 4111.03(A) references certain provisions of the federal FLSA, but denies that it violated § 4111.03(A) or any other Ohio law.

277. iQor denies the allegations contained in Paragraph 277 of the Fourth Amended Complaint.

278. iQor admits that Paragraph 278 of the Fourth Amended Complaint purports to summarize the requirements of 29 C.F.R. § 785.18, but denies that it violated 29 C.F.R. § 785.18 or any Ohio law.

279. iQor denies the allegations contained in Paragraph 279 of the Fourth Amended Complaint.

280. iQor denies the allegations contained in Paragraph 280 of the Fourth Amended Complaint.

281. iQor denies that Plaintiff Hope and the putative Ohio Rule 23 Overtime Subclass members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 281 of the Fourth Amended Complaint.

COUNT VI — VIOLATION OF THE ARIZONA WAGE ACT

On Behalf of Plaintiff Ostrovsky and the Proposed Arizona Rule 23 Class

282. iQor restates and incorporates by reference its answers to Paragraphs 1 through 281 of the Fourth Amended Complaint as if fully set forth herein.

283. iQor admits the allegations contained in Paragraph 283 of the Fourth Amended Complaint.

284. iQor admits the allegations contained in Paragraph 284 of the Fourth Amended Complaint.

285. iQor denies the allegations contained in Paragraph 285 of the Fourth Amended Complaint.

286. iQor admits that Paragraph 286 of the Fourth Amended Complaint purports to summarize the requirements of A.R.S. § 23-351, but denies that it violated § 23-351 or any other Arizona law.

287. iQor admits that Paragraph 287 of the Fourth Amended Complaint purports to summarize the requirements of A.R.S. § 23-353, but denies that it violated § 23-353 or any other Arizona law.

288. iQor admits that Paragraph 288 of the Fourth Amended Complaint purports to summarize the requirements of A.R.S. § 23-350(6), but denies that it violated § 23-350(6) or any other Arizona law.

289. iQor denies the allegations contained in Paragraph 289 of the Fourth Amended Complaint.

290. iQor denies the allegations contained in Paragraph 290 of the Fourth Amended Complaint.

291. iQor denies the allegations contained in Paragraph 291 of the Fourth Amended Complaint.

292. iQor denies the allegations contained in Paragraph 292 of the Fourth Amended Complaint.

293. iQor denies that Plaintiff Ostrovsky and the putative Arizona Rule 23 Class members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 293 of the Fourth Amended Complaint.

**COUNT VII — UNPAID STRAIGHT-TIME WAGES IN VIOLATION OF THE
COLORADO WAGE CLAIM ACT**

On Behalf of Plaintiff Brandt and the Proposed Colorado Rule 23 Class

294. iQor restates and incorporates by reference its answers to Paragraphs 1 through 293 of the Fourth Amended Complaint as if fully set forth herein.

295. iQor admits the allegations contained in Paragraph 295 of the Fourth Amended Complaint.

296. iQor admits the allegations contained in Paragraph 296 of the Fourth Amended Complaint.

297. iQor denies the allegations contained in Paragraph 297 of the Fourth Amended Complaint.

298. iQor admits that Paragraph 298 of the Fourth Amended Complaint purports to summarize the requirements of C.R.S. § 8-4-103, but denies that it violated C.R.S. § 8-4-103 or any other Colorado law.

299. iQor admits that Paragraph 299 of the Fourth Amended Complaint purports to summarize the requirements of C.R.S. § 8-4-109(1)(a), but denies that it violated C.R.S. § 8-4-109(1)(a) or any other Colorado law.

300. iQor admits that Paragraph 300 of the Fourth Amended Complaint purports to summarize the requirements of C.R.S. § 8-4-109(1)(b), but denies that it violated C.R.S. § 8-4-109(1)(b) or any other Colorado law.

301. iQor admits that Paragraph 301 of the Fourth Amended Complaint purports to summarize the requirements of C.R.S. § 8-4-101(14)(a)(i), but denies that it violated C.R.S. § 8-4-101(14)(a)(i) or any other Colorado law.

302. iQor denies the allegations contained in Paragraph 302 of the Fourth Amended Complaint.

303. iQor denies the allegations contained in Paragraph 303 of the Fourth Amended Complaint.

304. iQor denies the allegations contained in Paragraph 304 of the Fourth Amended Complaint.

305. iQor denies the allegations contained in Paragraph 305 of the Fourth Amended Complaint.

306. iQor denies that Plaintiff Brandt and the putative Colorado Rule 23 Class members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 306 of the Fourth Amended Complaint.

**COUNT VIII — VIOLATION OF THE COLORADO MINIMUM WAGE ACT FOR
UNPAID OVERTIME COMPENSATION**

On Behalf of Plaintiff Brandt and the Proposed Colorado Rule 23 Overtime Subclass

307. iQor restates and incorporates by reference its answers to Paragraphs 1 through 306 of the Fourth Amended Complaint as if fully set forth herein.

308. iQor admits the allegations contained in Paragraph 308 of the Fourth Amended Complaint.

309. iQor admits the allegations contained in Paragraph 309 of the Fourth Amended Complaint.

310. iQor admits the allegations contained in Paragraph 310 of the Fourth Amended Complaint.

311. iQor admits that Paragraph 311 of the Fourth Amended Complaint purports to summarize the requirements of C.C.R. § 1103-1:4, but denies that it violated C.C.R. § 1103-1:4 or any other Colorado law.

312. iQor admits that Paragraph 312 of the Fourth Amended Complaint purports to summarize the requirements of C.C.R. § 1103-1:2, but denies that it violated C.C.R. § 1103-1:2 or any other Colorado law.

313. iQor admits that Paragraph 313 of the Fourth Amended Complaint purports to summarize the requirements of 29 C.F.R. § 785.18 and 7 C.C.R. § 1103-1:22, but denies that it violated 29 C.F.R. § 785.18 and 7 C.C.R. § 1103-1:22 or any other Colorado law.

314. iQor denies the allegations contained in Paragraph 314 of the Fourth Amended Complaint.

315. iQor denies the allegations contained in Paragraph 315 of the Fourth Amended Complaint.

316. iQor denies the allegations contained in Paragraph 316 of the Fourth Amended Complaint.

317. iQor denies the allegations contained in Paragraph 317 of the Fourth Amended Complaint.

318. iQor denies that Plaintiff Brandt and the putative Colorado Rule 23 Overtime Subclass members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 318 of the Fourth Amended Complaint.

**COUNT IX — VIOLATION OF THE NORTH CAROLINA WAGE AND HOUR
ACT FOR UNPAID WAGES**

On Behalf of Plaintiff Sanders and the Proposed North Carolina Rule 23 Class

319. iQor restates and incorporates by reference its answers to Paragraphs 1 through 318 of the Fourth Amended Complaint as if fully set forth herein.

320. iQor admits the allegations contained in Paragraph 320 of the Fourth Amended Complaint.

321. iQor admits the allegations contained in Paragraph 321 of the Fourth Amended Complaint.

322. iQor denies the allegations contained in Paragraph 322 of the Fourth Amended Complaint.

323. iQor admits that Paragraph 323 of the Fourth Amended Complaint purports to summarize the requirements of N.C. Gen. Stat. § 95-25.6, but denies that it violated N.C. Gen. Stat. § 95-25.6 or any other North Carolina law.

324. iQor admits that Paragraph 324 of the Fourth Amended Complaint purports to summarize the requirements of N.C. Gen. Stat. § 95-25.7, but denies that it violated N.C. Gen. Stat. § 95-25.7 or any other North Carolina law.

325. iQor admits that Paragraph 325 of the Fourth Amended Complaint purports to summarize the requirements of N.C. Gen. Stat. §§ 95-25.6 and .7, but denies that it violated N.C. Gen. Stat. §§ 95-25.6 and .7 or any other North Carolina law.

326. iQor denies the allegations of Paragraph 326 of the Fourth Amended Complaint.

327. iQor admits that certain courts in North Carolina have referred to provisions of the federal FLSA to interpret the North Carolina Wage and Hour Act, but denies that it violated the North Carolina Wage and Hour Act or any other North Carolina law.

328. iQor denies the allegations contained in Paragraph 328 of the Fourth Amended Complaint.

329. iQor denies the allegations contained in Paragraph 329 of the Fourth Amended Complaint.

330. iQor denies the allegations contained in Paragraph 330 of the Fourth Amended Complaint.

331. iQor denies the allegations contained in Paragraph 331 of the Fourth Amended Complaint.

332. iQor denies the allegations contained in Paragraph 332 of the Fourth Amended Complaint.

333. iQor denies that Plaintiff Sanders and the putative North Carolina Rule 23 Class members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 333 of the Fourth Amended Complaint.

**COUNT X — VIOLATION OF THE FAIR LABOR STANDARDS ACT FOR UNPAID
OVERTIME COMPENSATION**

On Behalf of Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and the Nationwide FLSA Collective

334. iQor restates and incorporates by reference its answers to Paragraphs 1 through 333 of the Fourth Amended Complaint as if fully set forth herein.

335. iQor admits the allegations contained in Paragraph 335 of the Fourth Amended Complaint.

336. iQor admits the allegations contained in Paragraph 336 of the Fourth Amended Complaint.

337. iQor admits that Paragraph 337 of the Fourth Amended Complaint purports to summarize the requirements of 29 U.S.C. § 207, but denies that it violated § 207 or any other federal law.

338. iQor denies the allegations contained in Paragraph 338 of the Fourth Amended Complaint.

339. iQor denies the allegations contained in Paragraph 339 of the Fourth Amended Complaint.

340. iQor denies the allegations contained in Paragraph 340 of the Fourth Amended Complaint.

341. iQor denies the allegations contained in Paragraph 341 of the Fourth Amended Complaint.

342. iQor denies the allegations contained in Paragraph 342 of the Fourth Amended Complaint.

343. iQor denies that Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and the Nationwide FLSA Collective members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 343 of the Fourth Amended Complaint.

COUNT XI — VIOLATION OF THE FAIR CREDIT REPORTING ACT

On Behalf of Plaintiff Shoots and the Proposed FCRA Class

344. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 344 of the Fourth Amended Complaint.

345. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 345 of the Fourth Amended Complaint.

346. iQor has no obligation to respond to allegations relating to a violation of the FCRA because all of Plaintiffs' claims under the FCRA were dismissed pursuant to the Court's October 18, 2016 Order. To the extent that iQor has any obligation to respond, it denies all of the allegations of Paragraph 346 of the Fourth Amended Complaint.

COUNT XII — VIOLATION OF THE SOUTH CAROLINA PAYMENT OF WAGES

On Behalf of Plaintiff McCutcheon and the Proposed South Carolina Rule 23 Class

347. iQor restates and incorporates by reference its answers to Paragraphs 1 through 346 of the Fourth Amended Complaint as if fully set forth herein.

348. iQor admits that it was the “employer” of Plaintiff McCutcheon and the members of the proposed Rule 23 class with the meaning of the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10(1).

349. iQor admits the allegations contained in Paragraph 349 of the Fourth Amended Complaint.

350. iQor denies the allegations contained in Paragraph 350 of the Fourth Amended Complaint.

351. iQor admits that Paragraph 351 of the Fourth Amended Complaint purports to summarize the requirements of S.C. Code Ann. § 41-10-40, but denies that it violated S.C. Code Ann. § 41-10-40 or any other South Carolina law.

352. iQor admits that Paragraph 352 of the Fourth Amended Complaint purports to summarize the requirements of S.C. Code Ann. § 41-10-50, but denies that it violated S.C. Code Ann. § 41-10-50 or any other South Carolina law.

353. iQor denies the allegations contained in Paragraph 353 of the Fourth Amended Complaint.

354. iQor denies the allegations contained in Paragraph 354 of the Fourth Amended Complaint.

355. iQor denies the allegations contained in Paragraph 355 of the Fourth Amended Complaint.

356. iQor denies that Plaintiff McCutcheon and the putative South Carolina Rule 23 Class members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 356 of the Fourth Amended Complaint.

**COUNT XIII — VIOLATION OF THE CALIFORNIA STATE LABOR CODE
FOR MINIMUM WAGES**

On Behalf of Plaintiff Chavez and the Proposed California Rule 23 Class

357. iQor restates and incorporates by reference its answers to Paragraphs 1 through 356 of the Fourth Amended Complaint as if fully set forth herein.

358. iQor admits the allegations contained in Paragraph 358 of the Fourth Amended Complaint.

359. iQor admits that Paragraph 359 of the Fourth Amended Complaint purports to summarize California minimum wage requirements, but denies that it violated California law by not paying required minimum wages and further denies any other allegations contained in Paragraph 359.

360. iQor admits the allegations contained in Paragraph 360 of the Fourth Amended Complaint.

361. iQor admits that Paragraph 361 of the Fourth Amended Complaint purports to summarize the minimum wage requirements of California law, but denies that it violated any California law and further denies any other allegations contained in Paragraph 361.

362. iQor denies the allegations contained in Paragraph 362 of the Fourth Amended Complaint.

363. iQor denies the allegations of Paragraph 363 of the Fourth Amended Complaint.

364. iQor denies that Plaintiff Chavez and the putative California Rule 23 Class members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 364 of the Fourth Amended Complaint.

**COUNT XIV — VIOLATION OF THE CALIFORNIA STATE LABOR CODE
FOR OVERTIME WAGES**

On Behalf of Plaintiff Chavez and the Proposed California Rule 23 Overtime Subclass

365. iQor restates and incorporates by reference its answers to Paragraphs 1 through 364 of the Fourth Amended Complaint as if fully set forth herein.

366. iQor admits the allegations contained in Paragraph 366 of the Fourth Amended Complaint.

367. iQor denies the allegations contained in Paragraph 367 of the Fourth Amended Complaint.

368. iQor denies the allegations contained in Paragraph 368 of the Fourth Amended Complaint.

369. iQor admits that during the period of his employment while he held an hourly, non-exempt position (prior to July 14, 2014), Chavez worked more than 40 hour in a workweek 45 weeks and that he worked more than 8 hours in a work day on 183 days. iQor denies the remaining allegations contained in Paragraph 369 of the Fourth Amended Complaint.

370. iQor denies the allegations contained in Paragraph 370 of the Fourth Amended Complaint.

371. iQor denies the allegations of Paragraph 371 of the Fourth Amended Complaint. iQor denies that Plaintiff Chavez and the putative California Rule 23 Overtime Subclass members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 371 of the Fourth Amended Complaint.

COUNT XV —CALIFORNIA WAITING TIME PENALTIES

On Behalf of Plaintiff Chavez, the Proposed California Rule 23 Class, and the California Rule 23 Overtime Subclass

372. iQor restates and incorporates by reference its answers to Paragraphs 1 through 371 of the Fourth Amended Complaint as if fully set forth herein.

373. iQor admits that Paragraph 373 of the Fourth Amended Complaint purports to summarize the requirements of California Labor Code §§ 201-204, but denies that it violated any California law.

374. iQor denies the allegations contained in Paragraph 374 of the Fourth Amended Complaint.

375. iQor denies that Plaintiff Chavez and the putative California Rule 23 Class and Overtime Subclass members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 375 of the Fourth Amended Complaint.

COUNT XVI —CALIFORNIA ITEMIZED WAGE STATEMENTS

On Behalf of Plaintiff Chavez, the Proposed California Rule 23 Class, and the California Rule 23 Overtime Subclass

376. iQor restates and incorporates by reference its answers to Paragraphs 1 through 375 of the Fourth Amended Complaint as if fully set forth herein.

377. iQor admits that Paragraph 377 of the Fourth Amended Complaint purports to summarize the requirements of California Labor Code § 226, but denies that it violated any California law.

378. iQor denies the allegations contained in Paragraph 378 of the Fourth Amended Complaint.

379. iQor denies the allegations contained in Paragraph 379 of the Fourth Amended Complaint.

380. iQor denies the allegations contained in Paragraph 380 of the Fourth Amended Complaint.

381. iQor denies that Plaintiff Chavez and the putative California Rule 23 Overtime Subclass members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 381 of the Fourth Amended Complaint.

COUNT XVII —CALIFORNIA UNFAIR COMPETITION LAW

On Behalf of Plaintiff Chavez, the Proposed California Rule 23 Class, and the California Rule 23 Overtime Subclass

382. iQor restates and incorporates by reference its answers to Paragraphs 1 through 381 of the Fourth Amended Complaint as if fully set forth herein.

383. iQor admits that Paragraph 383 of the Fourth Amended Complaint purports to summarize the requirements of California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, but denies that it violated any California law.

384. iQor denies the allegations contained in Paragraph 384 of the Fourth Amended Complaint.

385. iQor denies the allegations contained in Paragraph 385 of the Fourth Amended Complaint.

386. iQor denies the allegations contained in Paragraph 386 of the Fourth Amended Complaint.

387. iQor denies the allegations contained in Paragraph 387 of the Fourth Amended Complaint.

388. iQor denies the allegations contained in Paragraph 388 of the Fourth Amended Complaint.

389. iQor denies that Plaintiff Chavez and the putative California Rule 23 Class, and California Rule 23 Overtime Subclass members are entitled to any relief whatsoever, and further denies the allegations contained in Paragraph 389 of the Fourth Amended Complaint.

PLAINTIFFS' PRAYER FOR RELIEF

iQor denies that Plaintiffs and the putative class and collective action members are entitled to any relief whatsoever, and further denies the allegations contained in the PRAYER FOR RELIEF paragraphs.

AFFIRMATIVE AND OTHER DEFENSES

Defendant iQor Holdings US Inc. ("iQor"), by its attorneys, hereby asserts the following affirmative and other defenses:

1. The Complaint and causes of action alleged therein fail to state claims upon which relief can be granted against iQor on behalf of Plaintiffs or the putative class and collective action members.
2. Plaintiffs' claims and the claims of the putative class and collective action members are barred, in whole or in part, to the extent they arose outside the applicable statutes of limitations.
3. Plaintiffs' claims and the claims of the putative class and collective action members are barred, in whole or in part, to the extent that such claims have been released, waived, discharged, and/or abandoned.

4. Plaintiffs' claims and the claims of the putative class and collective action members are barred, in whole or in part, to the extent Plaintiffs lack standing to assert some or all of the claims.

5. Plaintiffs' claims and the claims of the putative class and collective action members are barred, in whole or in part, because they have not sustained any injury or damage by reason of any act or omission of iQor.

6. Plaintiffs' claims and the claims of the putative class and collective action members for unpaid straight time wages are barred, in whole or in part, because they always were paid in excess of the applicable minimum wage for all hours worked.

7. iQor acted at all times on the basis of a good faith and reasonable belief that it had acted in conformity with and in reliance on wage and hour laws and any administrative regulation, order, ruling, approval, interpretation, administrative practice, and/or enforcement policy of the Wage and Hour Division of the United States Department of Labor, the Minnesota Department of Labor and Industry, the New York State Department of Labor, Ohio Bureau of Wage & Hour Administration, Arizona Labor Department, Colorado Department of Labor and Employment, South Carolina Department of Labor, Licensing, and Regulation, California Department of Industrial Relations and North Carolina Department of Labor. Consequently, iQor's conduct was not "willful" within the meaning of the laws.

10. Plaintiffs' claims and those of the putative class and collective action members are barred, in whole or in part, because the time periods for which they are claiming entitlement to pay fall within the de minimis exception to liability.

11. Plaintiffs' claims and those of the putative class and collective action members are barred as to all hours allegedly worked of which iQor lacked actual or constructive knowledge.

12. Plaintiffs and the putative class and collective action members are not entitled to recover any liquidated damages under the Federal Fair Labor Standards Act, Minnesota Fair Labor Standards Act, New York Labor Law, Ohio Minimum Fair Wage Standards Act, Arizona Minimum Wage Act, Colorado Wage Claim Act, South Carolina Payment of Wages Act, California State Labor Code for Minimum Wages, California State Labor Code for Overtime Wages, California Unfair Competition Law, or North Carolina Wage and Hour Act because iQor did not willfully fail to pay wages and iQor at all times paid wages in “good faith.”

13. Plaintiffs and putative class and collective action members are barred from seeking relief to the extent they have failed to mitigate damages, entitlement to which is expressly denied.

14. Plaintiffs are not entitled to certification of this action as a class action because the purported classes are not so numerous that joinder of their members is impracticable, questions of law or fact are not common to the classes, the named Plaintiffs’ claims are not typical of the claims or defenses of the purported classes, the named Plaintiffs will not fairly and adequately protect the interests of the classes, and the requirements of Fed. R. Civ. P. 23(a) and (b) are not met in this case.

15. Named Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, McCutcheon, Chavez, and Sanders are not “similarly situated” to the alleged class they purport to represent and, as such, cannot bring a collective action under the FLSA.

16. The types of claims alleged by Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, Sanders, McCutcheon, and Chavez on behalf of themselves and the alleged collective action members are matters in which individual questions predominate and, accordingly, are not appropriate for collective action treatment.

17. Plaintiffs' claims improperly and impermissibly seek to recover duplicative damages based on different theories or claims arising from the same or similar alleged acts.

18. Plaintiffs are not entitled to recover any civil penalties because, under the circumstances of this case, any such recovery would be unjust, arbitrary and oppressive, or confiscatory.

19. The imposition of civil penalties or punitive damages against iQor in this action would violate iQor's rights under Article I, Section 10 of the United States Constitution; the Fifth, Sixth, Eighth and Fourteenth Amendments to the United States Constitution; and similar or corresponding provisions of the state constitutions applicable here.

20. Plaintiffs' claims and purported causes of action are barred, in whole or in part, by the doctrines of estoppel, waiver and laches.

21. iQor reserves the right to assert additional defenses that become known through the course of litigation.

22. Plaintiffs' claims for waiting time penalties under California law are barred to the extent that there is bona fide dispute or there is no evidence of a willful violation of the law.

23. Plaintiffs' claims are barred, in whole or part, to the extent that Plaintiffs and the putative class members failed to use ordinary care and diligence in the performance of their duties and failed to comply substantially with the reasonable directions of iQor.

WHEREFORE, iQor respectfully requests that this Court dismiss Plaintiffs' Fourth Amended Complaint with prejudice, award iQor its costs and reasonable attorneys' fees and such other relief as this Court may deem just and appropriate.

Respectfully submitted,

JACKSON LEWIS P.C.

July 28, 2017

/s/ Gina K. Janeiro

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