UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Paris Shoots, Jonathan Bell, Maxwell Turner, Tammy Hope, Phillipp Ostrovsky, Brenda Brandt, and Anissa Sanders, on behalf of themselves, the Proposed Rule 23 Classes, and others similarly situated,

Plaintiffs,

v.

iQor Holdings US Inc.,

Defendant.

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

SECOND AMENDED CLASS ACTION COMPLAINT (JURY TRIAL DEMANDED)

Plaintiffs Paris Shoots ("Plaintiff Shoots"), Jonathan Bell ("Plaintiff Bell"), Maxwell Turner ("Plaintiff Turner"), Tammy Hope ("Plaintiff Hope"), Phillipp Ostrovsky ("Plaintiff Ostrovsky"), Brenda Brandt ("Plaintiff Brandt"), and Anissa Sanders ("Plaintiff Sanders") (collectively, "Plaintiffs"), on behalf of themselves, the proposed Rule 23 Classes, and others similarly situated, by and through their attorneys, Nichols Kaster, PLLP, Teske, Micko, Katz, Kitzer & Rochel, PLLP, and Berger & Montague, P.C., bring this action for damages and other relief for Defendant's violations of the Fair Labor Standards Act, the Fair Credit Reporting Act, and Minnesota, New York, Ohio, Arizona, Colorado, and North Carolina state law. Plaintiffs, on behalf of themselves, the proposed Rule 23 Classes, and others similarly situated, upon personal knowledge as to themselves and upon information and belief as to other matters, state the following as their claims against Defendant:

PRELIMINARY STATEMENT

1. This case is about a multi-national corporation's illegal, intentional, and systematic scheme to deprive its lowest paid hourly workers of straight time and overtime compensation for all of their hours worked in violation of state and federal law.

2. As detailed below, Defendant employs contact center agents (also known as customer care agents, collections agents, new business agents, student loans agents, sales agents, or other similar job titles) (hereinafter "CCAs") in locations across the country, including Minnesota, New York, and Ohio, and pays them on an hourly basis.

3. Defendant uses a system called "TimeQey" to track CCAs' work activity, including the time when CCAs log in at the beginning of their scheduled shifts, the time they log in and out for scheduled meal and rest breaks, and the time they log out at the end of the work day.

4. In addition, TimeQey tracks whether CCAs are actively using their computers. If a CCA's computer is not used for two minutes or more, TimeQey considers that time to be inactive "idle" time and records the number of minutes until the CCA uses his or her computer again.

5. Defendant's use of the phrase "idle" time is misleading because Defendant automatically considers all periods of computer inactivity to be "idle" time and records it in TimeQey as non-compensable. But that is not the case. For example, if a CCA's computer is idle because he or she attended a meeting, helped a co-worker, took a rest break, or waited for incoming calls, Defendant considers that to be non-compensable idle time even though the CCA was performing compensable work.

6. Defendant pays CCAs on an hourly basis for the time recorded in TimeQey, less any idle time.

7. Plaintiff Shoots, as Class Representative, brings this Rule 23 Class Action on behalf of himself and all members of the proposed Minnesota Rule 23 Class—consisting of all CCAs who have worked in Defendant's contact centers in the State of Minnesota at any time within three years prior to the commencement of this action—against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure to remedy violations of Minnesota state law, including but not limited to the Minnesota Payment of Wages Act ("PWA"), Minn. Stat. § 181.001, et seq., and supporting regulations, for failure to pay class members their earned wages for all hours worked.

8. Plaintiffs Bell and Turner, as Class Representatives, bring this Rule 23 Class Action on behalf of themselves and all members of the proposed New York Rule 23 Class—consisting of all CCAs who have worked in Defendant's contact centers in the State of New York in the six years prior to the commencement of this action—against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure to remedy violations of New York state law, including but not limited to New York Labor Law ("NYLL"), Article 6, § 190, et seq., and supporting regulations, for failure to pay class members straight time wages for all hours worked.

9. Plaintiffs Bell and Turner, as Class Representatives, bring this Rule 23 Class Action on behalf of himself and all members of the proposed New York Rule 23 Overtime Subclass—consisting of all CCAs who have worked in Defendant's contact centers in the State of New York and have worked more than 40 hours during any

workweek within the six years prior to the commencement of this action—against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure to remedy violations of NYLL, Article 19, § 650, et seq., and the supporting New York State Department of Labor Regulations, 12 N.Y.C.R.R. § 142, for failure to pay subclass members overtime wages for all hours worked in excess of forty hours in a workweek.

10. Plaintiff Hope, as Class Representative, brings this Rule 23 Class Action on behalf of herself and all members of the proposed Ohio Rule 23 Class—consisting of all CCAs who have worked in Defendant's contact centers in the State of Ohio in the eight years prior to the commencement of this action—against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure to remedy violations of Ohio state law, including but not limited to the Ohio Prompt Pay Act, Ohio Rev. Code § 4113.15, for failure to pay class members straight time wages for all hours worked.

11. Plaintiff Hope, as Class Representative, brings this Rule 23 Class Action on behalf of herself and all members of the proposed Ohio Rule 23 Overtime Subclass—consisting of all CCAs who have worked in Defendant's contact centers in the State of Ohio and have worked more than 40 hours during any workweek within the two years prior to the commencement of this action—against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure to remedy violations of Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code § 4111.01, et seq., and supporting regulations, for failure to pay subclass members overtime compensation for all hours worked in excess of forty hours in a workweek.

12. Plaintiff Ostrovsky, as Class Representative, brings this Arizona Rule 23 Class Action on behalf of himself and all members of the proposed Arizona Rule 23 Class—consisting of all CCAs who have worked in Defendant's contact centers in the State of Arizona in the one year prior to the commencement of this action—against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure to remedy violations of Arizona state law, including but not limited to the Arizona Wage Act, A.R.S. 23-350, et seq., and supporting regulations, for failure to pay class members straight time and overtime wages for all hours worked.

13. Plaintiff Brandt, as Class Representative, brings this Colorado Rule 23 Class Action on behalf of herself and all members of the proposed Colorado Rule 23 Class—consisting of all CCAs who worked for Defendant in the State of Colorado within the three years prior to the commencement of this action—against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure to remedy violations of Colorado law, including but not limited to the Colorado Wage Claim Act, C.R.S. § 8-4-101, et seq., and supporting regulations, for failure to pay class members straight time wages for all hours worked.

14. Plaintiff Brandt, as Class Representative, brings this Rule 23 Class Action on behalf of herself and all members of the proposed Colorado Rule 23 Overtime Subclass—consisting of all CCAs who worked for Defendant in the State of Colorado and have worked more than 40 hours during any workweek within the three years prior to the commencement of this action—against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure to remedy violations of the Colorado Minimum Wage Act,

C.R.S. § 8-6-101, et seq., and supporting regulations, including Colorado Minimum Wage Order Number 31, 7 C.C.R. 1103-1:1, et seq., for failure to pay subclass members overtime compensation for all hours worked in excess of forty hours in a workweek.

15. Plaintiff Sanders, as Class Representative, brings this North Carolina Rule 23 Class Action on behalf of herself and all members of the proposed North Carolina Rule 23 Class—consisting of all CCAs who have worked in Defendant's contact centers in the State of North Carolina within the two years prior to the commencement of this action—against Defendant pursuant to Rule 23 of the Federal Rules of Civil Procedure to remedy violations of North Carolina law, including but not limited to the North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-25.1, et seq., and supporting regulations, for failure to pay class members for all hours worked.

16. Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, and Sanders, on behalf of themselves and others similarly situated, bring this Nationwide Collective Action—consisting of all CCAs who have worked in any of Defendant's contact centers located in the United States at any time within three years prior to the commencement of this action—against Defendant pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. ("FLSA") for failure to pay overtime wages for all hours worked.

17. Further, Defendant violates the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., ("FCRA") by failing to provide job applicants and employees with a "stand-alone" disclosure required by the FCRA before procuring background checks on those job applicants and employees.

18. Plaintiff Shoots, as Class Representative, on behalf of himself and all members of the proposed FCRA Class—consisting of all persons on whom Defendant procured a consumer report for employment purposes at any time within the applicable limitations period—against Defendant pursuant to the FCRA for failing to provide the required stand-alone disclosure before procuring background checks.

19. Defendant has willfully engaged in a pattern, policy, and practice of unlawful conduct for the actions alleged in this Complaint, in violation of the federal and state rights of Plaintiffs, members of the proposed FCRA, Arizona, Colorado, Minnesota, New York, North Carolina, and Ohio Rule 23 Classes, and others similarly situated.

PARTIES

Plaintiffs

20. Plaintiff Shoots is an adult resident of the State of Minnesota. Plaintiff Shoots was employed by Defendant as a CCA from approximately April 2014 to July 2014 at its contact center in Plymouth, Minnesota.

21. Plaintiff Bell is an adult resident of the State of New York. Plaintiff Bell was employed by Defendant as a CCA from approximately July 2011 to May 2014 at its contact center in Buffalo, New York. Plaintiff Bell consents in writing to be a party to the FLSA claims in this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 44-1.)

22. Plaintiff Turner is an adult resident of State of New York. Plaintiff Turner has been employed by Defendant as a CCA from approximately July 2013 to the present at its contact center in Buffalo, New York. Plaintiff Turner consents in writing to be a

party to the FLSA claims in this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 19-1.)

23. Plaintiff Hope is an adult resident of the State of Ohio. Plaintiff Hope was employed by Defendant as a CCA from approximately November 2011 to November 2013 at its contact center in Columbus, Ohio. Plaintiff Hope consents in writing to be a party to the FLSA claims in this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 21-1.)

24. Plaintiff Ostrovsky is an adult resident of the State of Arizona. Plaintiff Ostrovsky was employed by Defendant as a CCA from approximately August 2014 to October 2014 at its contact center in Tempe, Arizona. Plaintiff Ostrovsky consents in writing to be a party to the FLSA claims in this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 19-1.)

25. Plaintiff Brandt is an adult resident of the State of Colorado. Plaintiff Brandt was employed by Defendant as a CCA from approximately June 2013 to October 2014. Plaintiff Brandt worked from home for approximately her first year working for Defendant, then worked at Defendant's contact center in Colorado Springs, Colorado for approximately the last four months of her employment with Defendant. Plaintiff Brandt consents in writing to be a party to the FLSA claims in this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 40-1.)

26. Plaintiff Sanders is an adult resident of the State of North Carolina. Plaintiff Sanders has been employed by Defendant as a CCA for approximately the past ten years, and is still employed by Defendant as a CCA. Throughout that time, Plaintiff

Sanders has worked at Defendant's contact center in Charlotte, North Carolina. Plaintiff Sanders consents in writing to be a party to the FLSA claims in this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 39-1.)

Defendant

27. Defendant iQor Holdings US, Inc. was incorporated in the State of Delaware and maintains its corporate headquarters in the State of New York. According to its website, Defendant is "a global provider of business process outsourcing and product support services." Defendant also provides customer care outsourcing, business analytics software and services, BPO back-office services, accounts receivable management services, and aftermarket services.

28. Defendant employs approximately 32,000 workers in 17 countries.

29. Defendant operates 25 contact centers throughout the United States, including contact centers in Plymouth, Minnesota, Buffalo, New York, Columbus, Ohio, Tempe, Arizona, Colorado Springs, Colorado, and Charlotte, North Carolina.

30. At all relevant times, on information and belief, Defendant has had an annual gross volume of sales made or business done in excess of $500,000.00.

JURISDICTION AND VENUE

31. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action involves a federal questions, 29 U.S.C. § 216(b), 15 U.S.C. § 1681p.

32. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d) because this action is a class action with an amount in controversy over $5,000,000,

exclusive of interest and costs and at least one member from the plaintiff class is a citizen of a State different from at least one Defendant.

33. This Court also has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367 because Plaintiffs' state and federal claims are so related that they form part of the same case or controversy.

34. Venue is proper in the United States District Court, District of Minnesota, pursuant to 28 U.S.C. § 1391, because Defendant resides or conducts business in this District and because the unlawful practices described hereinafter were committed in part in this District.

FACTUAL ALLEGATIONS RELATING TO ALL WAGE AND HOUR CLAIMS

35. Defendant contracts with companies to provide outsourcing services, including but not limited to collections, customer service, and inbound sales.

36. Plaintiffs and members of the proposed Rule 23 Classes and Nationwide FLSA Collective worked or work for Defendant as CCAs. CCAs are responsible for receiving incoming calls from and/or making outbound calls to these companies' customers. Defendant gives CCAs different job titles depending upon the nature of the incoming or outgoing calls as well as these companies' lines of business.

37. Defendant pays CCAs on an hourly basis and pays them semi-monthly.

38. Some CCAs are scheduled to work forty hours in a workweek with five 8.5 hour shifts punctuated by daily half-hour, unpaid meal breaks. Some CCAs are also scheduled to work more than forty hours in a workweek, including but not limited to longer and/or additional shifts.

39. Prior to the commencement of the employment relationship, Defendant sends each CCA a letter offering employment at a fixed hourly wage for all hours worked. For example, Defendant sent Plaintiff Shoots a letter offering to hire him at a wage of "$12 per hour." Plaintiffs and the members of the proposed Rule 23 Classes and Nationwide FLSA Collective received and accepted similar offers, commencing the employment relationship. Defendant's letters do not reference its timekeeping system or the fact that CCAs will not be compensated for certain time or work activities.

40. Though it is not included within the offer letter, as part of the terms of employment, Defendant also agrees to pay employees one and one-half times their regular hourly rate for all hours worked in excess of forty in a workweek.

41. Defendant uses a system called "TimeQey" to track CCAs' work activity, including the time when CCAs log in at the beginning of their scheduled shifts, the time they log in and out for scheduled meal and rest breaks, and the time they log out at the end of the work day.

42. In addition, TimeQey tracks whether CCAs are actively using their computers. If a CCA's computer is not used for two minutes or more, TimeQey considers that time to be "idle" and records the number of minutes until the CCA uses his or her computer again.

43. Regardless of the reason for CCAs' idle time, Defendant automatically considers all idle time recorded by TimeQey as non-compensable. For example, if a CCA's computer is idle because he or she attended a meeting, helped a co-worker, took a rest break, or waited for incoming calls, Defendant considers that time non-compensable.

Also, because a CCA must be logged into the TimeQey system for time to be compensable, periods of time throughout the workday when a CCA's computer needs to reboot, a CCA is unable to log in to the network, or there are network outages are all recorded in TimeQey as non-compensable idle time.

44. Defendant pays CCAs on an hourly basis for the time recorded in TimeQey, less any idle time.

45. Defendant allows CCAs to submit a request for reimbursement of idle time to management. Many managers refuse to grant reimbursements altogether, or do so only for time the manager is personally aware of, such as a meeting at which the manager was present. Defendant's policy is to refuse to reimburse employees for time that was used as a rest break. Many employees who are aware of the timekeeping system never bother to request reimbursement because of the time it takes to request a reimbursement or because of pressure from managers not to request reimbursements.

46. Defendant does not explain the TimeQey system, its policies on non-compensable time, or their ability to request reimbursement for idle time to newly hired CCAs. As a result, newly hired CCAs often do not request reimbursements during the first several months of their employment. If CCAs inquire or complain about the timekeeping system and related policies, Defendant instructs them not to discuss their concerns with other CCAs.

47. Even when Defendant "fully" reimburses a CCA for a period of idle time, the CCA is not actually fully reimbursed because Defendant's policy prohibits the reimbursement time range from matching any other times already logged in TimeQey.

Pursuant to this policy, if TimeQey records a CCA as idle from 2:50 P.M. to 3:00 P.M., the CCA may only request a reimbursement for the period between 2:51 P.M. to 2:59 P.M. As a result of this policy, two minutes of the CCA's time remains uncompensated every time Defendant grants a reimbursement.

48. Although CCAs are scheduled to work and actually do work forty hours in a workweek, Defendant's policy of deducting idle time recorded by TimeQey from their total hours worked each workweek frequently results in CCAs being paid for less than forty hours in a workweek.

49. Up until January 1, 2015, Defendant generally allowed CCAs to take up to fifteen minutes of rest breaks every four hours, but did not compensate CCAs for all of their rest break time.

50. Defendant changed its rest break policy on January 1, 2015, and now provides CCAs with one rest break every four hours of a specified length, and compensates CCAs for those rest breaks so long as the CCA records the beginning and the end of the break in TimeQey, and the break is not any longer than the time allotted for that break by Defendant.

51. Plaintiffs and members of the proposed Rule 23 Classes and Nationwide FLSA Collective were not paid for all of their hours worked as required by contract and by statute because of Defendant's practice of deducting idle time recorded in TimeQey from their weekly hours worked.

52. Defendant did not properly compensate Plaintiffs and members of the proposed Rule 23 Classes and Nationwide FLSA Collective for all of the time they spent on their rest breaks.

53. Defendant operated a scheme to deprive Plaintiffs and members of the proposed Rule 23 Classes and Nationwide FLSA Collective of compensation for all of their hours worked.

54. For example, for the pay period beginning on May 16, 2014 and ending on May 31, 2014, and excluding time that Plaintiff Shoots spent on bona fide meal periods of at least 30 minutes, Plaintiff Shoots estimates he worked approximately 85.22 hours. Because of Defendant's illegal timekeeping practices, Defendant only paid Plaintiff Shoots for 79.14 hours.

55. For the pay period beginning on June 16, 2012 and ending on June 30, 2012, Defendant paid Plaintiff Bell for 77.53 hours of work at his regular hourly rate. Had Defendant properly paid Plaintiff Bell for all hours worked, it would have paid him additional straight time wages.

56. For the pay period beginning on July 16, 2014 and ending on July 31, 2014, Defendant paid Plaintiff Turner for 80.36 hours of work at his regular hourly rate. Had Defendant properly paid Plaintiff Turner for all hours worked, it would have paid him additional straight time wages.

57. Plaintiff Hope estimates that while she was working for Defendant, as a result of Defendant's illegal timekeeping policies, on an average work day Defendant

failed and/or refused to compensate her for approximately thirty minutes of compensable time.

58. For the pay period beginning on October 1, 2014 and ending on October 15, 2014, Defendant paid Plaintiff Ostrovsky for 80.05 hours of work at his regular hourly rate. Had Defendant properly paid Plaintiff Ostrovsky for all hours worked, it would have paid him additional straight time and overtime wages.

59. For the pay period beginning on October 16, 2013 and ending on October 31, 2013, Defendant paid Plaintiff Brandt for 92.74 hours of work at her regular hourly rate. Had Defendant properly paid Plaintiff Hope for all hours worked, it would have paid her additional straight time wages.

60. Plaintiff Sanders estimates that as a result of Defendant's illegal timekeeping policies, Defendant failed and/or refused to compensate her for at least twenty minutes of compensable time every work day, though this amount was often higher.

61. Defendant was aware that Plaintiffs and members of the proposed Rule 23 Classes and Nationwide FLSA Collective were not paid for all of their work time because Defendant's own records reflect the periods of time it did not pay CCAs.

62. Defendant's conduct alleged in this Complaint was willful and in bad faith. Defendant did not have a good faith basis to believe that its underpayment of wages was in compliance with the law.

FACTUAL ALLEGATIONS RELATED TO OVERTIME CLAIMS

63. Defendant paid Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, and Plaintiff Sanders, all others similarly situated employees, and all members of the proposed New York Rule 23 Overtime Subclass, the proposed Ohio Rule 23 Overtime Subclass, and the proposed Colorado Rule 23 Overtime Subclass on an hourly basis and classified as them as non-exempt, overtime eligible employees.

64. In one or more weeks during the three years prior to the commencement of this action, Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and other similarly situated employees worked more than 40 hours, but were not compensated for idle time recorded in TimeQey or for rest breaks of less than 20 minutes. Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and others similarly situated were entitled to compensation equal to one and one-half times their hourly rate for that uncompensated work time.

65. In one or more workweeks during the six years prior to the commencement of this action, Plaintiff Bell, Plaintiff Turner, and members of the proposed New York Rule 23 Overtime Subclass worked more than 40 hours, but were not compensated for idle time recorded in TimeQey or for all rest break time for rest breaks of less than 20 minutes. Plaintiff Bell, Plaintiff Turner, and members of the proposed New York Rule 23 Overtime Subclass were entitled to compensation equal to one and one-half times their hourly rate for that uncompensated work time.

66. In one or more workweeks during the two years prior to the commencement of this action, Plaintiff Hope and members of the proposed Ohio Rule 23 Overtime Subclass worked more than 40 hours, but were not compensated for idle time recorded in TimeQey or for all rest break time for rest breaks of less than 20 minutes. Plaintiff Hope and members of the proposed Ohio Rule 23 Overtime Subclass were entitled to compensation equal to one and one-half times their hourly rate for that uncompensated work time.

67. In one or more workweeks during the three years prior to the commencement of this action, Plaintiff Brandt and members of the proposed Colorado Rule 23 Overtime Subclass worked more than 40 hours, but were not compensated for idle time recorded in TimeQey or for all rest break time for rest breaks of less than 20 minutes. Plaintiff Brandt and members of the proposed Colorado Rule 23 Overtime Subclass were entitled to compensation equal to one and one-half times their hourly rate for that uncompensated work time.

68. For example, during the pay period beginning August 1, 2014 and ending on August 15, 2014, Defendant paid Plaintiff Turner for 79.78 hours of straight time and 5.07 hours of overtime. Had Defendant properly paid Plaintiff Turner for all hours worked during this pay period, it would have paid him additional straight time and overtime wages.

69. During the pay period beginning on February 1, 2014 and ending on February 15, 2014, Defendant paid Plaintiff Bell for 73.71 hours of straight time and 1.61 hours of overtime. Had Defendant properly paid Plaintiff Bell for all hours worked

during this pay period, it would have paid him additional straight time and overtime wages.

70. Plaintiff Hope estimates that she worked in excess of 40 hours in one or more workweeks during April 2013, when she was frequently scheduled to work 9.5-hour shifts on Mondays and Tuesdays. Had Defendant properly paid Plaintiff Hope for all hours worked during those workweeks, it would have paid her additional overtime compensation.

71. During the pay period beginning on September 16, 2014 and ending on September 30, 2014, Defendant paid Plaintiff Ostrovsky for 84.33 hours of straight time and .26 hours of overtime. Had Defendant properly paid Plaintiff Ostrovsky for all hours worked during this pay period, it would have paid him additional straight time and overtime wages.

72. During the pay period beginning on November 1, 2013 and ending on November 15, 2013, Defendant paid Plaintiff Brandt for 59.93 of straight time and 4.87 hours of overtime. Had Defendant properly paid Plaintiff Brandt for all hours worked during this pay period, it would have paid her additional straight time and overtime wages.

73. Plaintiff Sanders estimates that she worked in excess of 40 hours in one or more workweeks in late 2013, when Defendant required Plaintiff Sanders and other CCAs on her team to work overtime hours. Had Defendant properly paid Plaintiff Sanders for all hours worked during those workweeks, it would have paid her additional overtime compensation.

74. Defendant was aware that Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, and Plaintiff Sanders worked overtime hours because it scheduled or permitted them to work more than 40 hours in a workweek.

FCRA ALLEGATIONS

The FCRA's Employment Protections

75. Enacted in 1970, the FCRA's passage was driven in part by two related concerns: first, that consumer reports were playing a central role in people's lives at crucial moments, such as when they applied for a job or credit, and when they applied for housing. Second, despite their importance, consumer reports were unregulated and had widespread errors and inaccuracies.

76. While recognizing that consumer reports play an important role in the economy, Congress wanted consumer reports to be "fair and equitable to the consumer" and to ensure "the confidentiality, accuracy, relevancy, and proper utilization" of consumer reports. 15 U.S.C. § 1681.

77. Congress was particularly concerned about the use of background reports in the employment context, and therefore defined the term "consumer reports" to explicitly include background reports procured for employment purposes. See 15 U.S.C. § 1681a(d)(1)(B).

78. Through the FCRA, Congress required employers to make a clear and conspicuous written disclosure to job applicants, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes. 15 U.S.C. § 1681b(b)(2).

79. Specifically, Congress made it unlawful for an employer or prospective employer to "procure, or cause a consumer report to be procured, for employment purposes with respect to any consumer, unless …a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, *in a document that consists solely of the disclosure*, that a consumer report may be obtained for employment purposes." 15 U.S.C. § 1681b(b)(2)(A)(i) (emphasis added). This requirement is frequently referred to as the "stand-alone disclosure requirement."

80. Many other provisions of the FCRA are also notice provisions. *See* 15 U.S.C. § 1681b(b)(3)(A) (pre-adverse employment action notice requirement); § 1681b(4)(B) (notification of national security investigation); § 1681c(h) (notification of address discrepancy); § 1681d(a) (disclosure of investigative report); § 1681g (full file disclosure to consumers); § 1681k(a)(1) (disclosure regarding the use of public record information); § 1681h (form and conditions of disclosure); § 1681m(a) (notice of adverse action).

81. Like the other notice provisions in the FCRA, the stand-alone disclosure provision puts consumers on notice that a report about them may be prepared. This knowledge enables consumers to exercise a variety of other substantive rights conferred by the statute, many of which work to ensure accuracy, confidentiality, and fairness. 15 U.S.C. § 1681c(a) (limiting temporal scope of information that can be reported); § 1681e(b) (mandating that consumer reporting agencies employ procedures to ensure "maximum possible accuracy" in reports); § 1681k (requiring consumer reporting

agencies that report public record information to employers to either provide notice to the consumer that information is being reported or have "strict procedures" to ensure that information is "complete and up to date"); § 1681i (requiring that consumer reporting agencies investigate any disputed information); § 1681g (requiring that consumer reporting agencies provide a complete copy of the consumer's file to the consumer).

82. Without a clear notice that a consumer report is going to be procured on them, applicants are hindered in their ability to preserve their privacy, and to correct errors or other problems with the reports.

Allegations Relating to Plaintiff Shoots

83. On or around April 2014, Plaintiff Shoots filled out an online job application to work as a CCA for Defendant.

84. Throughout the two years preceding the filing of this Complaint, Defendant has required applicants for positions as CCA's and other employment positions at the company to undergo and pass a background check with Defendant.

85. Specifically, Defendant has run its background check program with First Advantage Corporation ("First Advantage").

86. First Advantage is a consumer reporting agency that sells consumer reports for employment purposes.

87. On or around April, 2014, Defendant procured a consumer report on Plaintiff through First Advantage.

88. Defendant did not provide Plaintiff Shoots with the required stand-alone disclosure before procuring the consumer report.

89. The FCRA allows only a single exception to the requirement that employers provide applicants and employees with a document consisting solely of the disclosure that a consumer report will be procured for employment purposes. Specifically, the statute states that the disclosure may include a written authorization for the employer to procure the report. 15 U.S.C. § 1681b(b)(2)(A) states:

> Except as provided in subparagraph (B), a person may not procure a consumer report, or cause a consumer report to be procured, for employment purposes with respect to any consumer, unless—
>
> (i) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
>
> (ii) the consumer has authorized in writing (which authorization may be made on the document referred to in clause (i)) the procurement of the report by that person.

90. The only information permitted to appear on a form with the disclosure is the authorization by the consumer for the employer to obtain a consumer report. *See* 15 U.S.C. § 1681b(b)(2)(A).

91. Defendant's "Applicant Disclosure, Authorization & Release" (hereinafter "Applicant Disclosure" and attached as Exhibit 1) violates the FCRA's stand-alone disclosure requirement by containing extraneous information.

92. First, Defendant's Applicant Disclosure contains a purported liability waiver that releases Defendant, its consumer reporting agencies, and any other sources of information from "any liability or responsibility in connection with the disclosure, communication, and use of the information described herein."

93. Defendant's self-serving liability waiver is extraneous because it is neither a disclosure that a consumer report may be procured for employment purposes, nor is it an authorization for Defendant to procure a consumer report.

94. Further, the Applicant Disclosure contains a purported authorization for third parties to provide "any and all information concerning my background" to First Advantage and "any prospective employer."

95. Defendant's Applicant Disclosure goes much farther than merely authorizing Defendant to procure a report. Instead, the form states that the applicant authorizes sources of information to provide "any and all information" to the "Consumer Reporting Agencies and ***any*** prospective employer." (Emphasis added).

96. By purporting to authorize everyone and anyone who has any information about the applicant to provide all of that information to Defendant, its consumer reporting agencies, and any other employer, Defendant's Applicant Disclosure far exceeds the strict limitations of the FCRA.

97. Additionally, Defendant's Applicant Disclosure contains a number of other extraneous statements, including:

- a purported certification that all information provided in the employment application is "accurate and complete"
- a purported agreement that "any false statement or misrepresentation" in the employment application "will be grounds for rejection" the job application
- a purported authorization to obtain additional consumer reports in the future
- a statement that a photocopy of the Applicant Disclosure "shall constitute the same authority and release as the electronic signature"

- a statement that "this release will remain in effect throughout the term of such employment"

98. The Applicant Disclosure was the only document Plaintiff Shoots ever received that related to the fact that anyone was going to procure a consumer report on him in connection with the CCA position he was applying for in April 2014.

Allegations Related to Defendant's Background Check Practices

99. More than fifteen years ago, the Federal Trade Commission emphasized that including extraneous information, especially liability waivers, as Defendant did here, is a violation of the FCRA. *Letter from William Haynes, Fed. Trade Comm'n, to Richard W. Hauxwell, CEO Accufax Div.* (June 12, 1998), available at 1998 WL 34323756 (explaining that "inclusion of a . . . waiver in a disclosure form will violate Section [1681b(b)(2)(A)] of the FCRA, which requires that a disclosure consist 'solely of the disclosure that a consumer report may be obtained for employment purposes'").

100. Courts that have addressed liability waivers placed in disclosure forms have agreed with the FTC that including such a waiver violates the FCRA's stand-alone disclosure requirement. *See, e.g.*, *Lengel v. HomeAdvisor, Inc.*, No. 15-2198-RDR, ___ F. Supp. 3d ___, 2015 WL 2088933, at *8 (D. Kan. May 6, 2015) ("[I]t may be plausibly asserted that the standalone disclosure provision was recklessly violated by the use of the Release form because it did not consist solely of the disclosure that a consumer report may be obtained for employment purposes."); *Speer v. Whole Food Mkt. Grp., Inc.*, No. 8:14-CV-3035-T-26TBM, 2015 WL 1456981, at *3 (M.D. Fla. Mar. 30, 2015) (finding that plaintiff had stated a claim wherein plaintiff alleged that "the inclusion of the waiver

along with the disclosure violated the FCRA"); *Milbourne v. JRK Residential Am., LLC*, ___ F. Supp. 3d ___, No. 3:12-cv-861, 2015 WL 1120284, at *6 (E.D. Va. Mar. 10, 2015) ("Thus, judging by the text of the statute alone, inclusion of a waiver within the document containing the disclosure would violate [the FCRA]."); *Dunford v. American Databank, Inc.*, No. C 13-03829, ___ F. Supp. 3d ___, 2014 WL 3956774, at *6 (N.D. Cal. Aug. 12, 2014) (finding document that contained a liability release to "not consist solely of the disclosure because it added a paragraph exonerating [the defendant]"); *Avila v. NOW Health Grp., Inc.*, No. 14 C 1551, 2014 WL 3537825, at *2 (N.D. Ill. July 17, 2014) (finding inclusion of liability waivers to be "contrary to the express language of the FCRA, which requires a disclosure 'in a document that consists solely of the disclosure'"); *Singleton v. Domino's Pizza, LLC*, No. 12-cv-823, 2012 WL 245965, at *9 (D. Md. Jan. 25, 2012) ("[B]oth the statutory text and FTC advisory opinions indicate that an employer violates the FCRA by including a liability release in a disclosure document."); *Reardon v. Closetmaid Corp.*, No. 2:-8-cv-01730, 2013 WL 6231606, at *10-11 (W.D. Pa. Dec. 2, 2013) (finding disclosure with liability waiver to be "facially contrary to the statute at hand, and all of the administrative guidance"); *Jones v. Halstead Mgmt. Co., LLC*, ___ F. Supp. 3d ___, No. 14-CV-3125 VEC, 2015 WL 366244, at *5 (S.D.N.Y. Jan. 27, 2015) (finding disclosure to not stand-alone when it included "information regarding time frames within which the applicant must challenge the accuracy of any report; an acknowledgement that 'all employment decisions are based on legitimate non-discriminatory reasons;' . . . and all sorts of state-specific disclosures"); *Miller v. Quest Diagnostics*, No. 2:14-cv-4278, ___ F. Supp. 3d ___, 2015 WL 545506,

at *3 (W.D. Mo. Jan. 28, 2015) (finding "inclusion of the state-mandated consumer report information, administrative sections, ***and*** release language in the disclosure violates 15 U.S.C. § 1681b(b)(2)"); *see also E.E.O.C. v. Video Only, Inc.*, No. CIV. 06-1362-KI, 2008 WL 2433841, at *11 (D. Or. June 11, 2008) (granting summary judgment against the defendant-employer who made disclosure "as part of its job application which is not a document consisting solely of the disclosure").

101. Defendant knew that it had an obligation to provide a stand-alone disclosure, and that it was not doing so. This is evidenced by, among other things, its decision to attempt to provide a disclosure to some applicants in the first place, and to attempt to include a liability release absolving itself from those violations in its disclosure.

102. By failing to provide a stand-alone disclosure compliant with FCRA, Defendant also deviated from a legally binding certification it provided to its consumer reporting agencies.

103. The FCRA requires that, prior to procuring consumer reports, employers must certify to the consumer reporting agency that they will comply with the FCRA's stand-alone disclosure requirements. *See* 15 U.S.C. § 1681b(b)(1).

104. In accordance with their standard procedures, First Advantage required Defendant to certify that it would comply with the stand-alone disclosure provisions of the FCRA.

105. Defendant did, in fact, certify to that agency that it would comply with the stand-alone disclosure provisions of the FCRA.

106. In its contract with that agency, Defendant also agreed that before obtaining a consumer report, Defendant would provide a disclosure in writing to the consumer that a consumer report will be obtained for employment purposes and that such disclosure will be made in a document consisting solely of the disclosure.

107. First Advantage's website warns its customers that "BEFORE ordering a consumer report from First Advantage" an employer must "[p]rovide a clear and conspicuous disclosure" and that the disclosure "cannot contain any additional information except for the consumer's authorization." http://www.fadv.com/fcra.aspx

108. Defendant did not procure Plaintiff Shoots report in connection with any investigation of suspected misconduct relating to employment, or compliance with federal, state, or local laws and regulations, the rules of a self-regulatory organization, or any preexisting written policies of the employer.

109. By failing to provide Plaintiff Shoots and other class members with a stand-alone disclosure, and by systematically inserting extraneous information into other class members' disclosures, Defendant willfully violated 15 U.S.C. § 1681b(b)(2)(A)(i).

MINNESOTA CLASS ACTION ALLEGATIONS

110. Plaintiff Shoots, individually and on behalf of the proposed Minnesota Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

111. Plaintiff Shoots brings Count One individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed Minnesota Rule 23 Class is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agent, student loans agents, sales agents, or other similar job titles in Minnesota at any time within three years prior to the commencement of this action.

112. The persons in the proposed Minnesota Rule 23 Class are so numerous that joinder of all of the proposed Minnesota Rule 23 Class members is impracticable. While the precise number of class members has not been determined at this time, upon information and belief, Defendant has employed more than 400 individuals as CCAs in Minnesota during the applicable limitations period. Plaintiff Shoots and the proposed Minnesota Rule 23 Class have been similarly affected by Defendant's unlawful timekeeping practices and violations of law.

113. There are questions of law and fact common to the proposed Minnesota Rule 23 Class that predominate over any questions solely affecting individual members of the proposed Class, including but not limited to:

a. whether Defendant violated Minn. Stat. §§ 181.101, 181.13, and 181.14 by failing to pay current and former employees for all wages earned;

b. whether idle time recorded in TimeQey is compensable by contract and under Minn. R. 5200.0120, subp. 1;

c. the proper measure of damages sustained by the proposed Minnesota Rule 23 Class; and

d. whether Defendant should be enjoined from such violations in the future.

114. Plaintiff Shoots' claims are typical of those of the proposed Rule 23 Class. Plaintiff Shoots, like the other proposed Minnesota Rule 23 Class members, was subjected to Defendant's unlawful timekeeping practices, resulting in its failure to compensate him for all hours worked in violation of Minnesota law. Plaintiff Shoots and

the proposed Minnesota Rule 23 Class have sustained similar injuries as a result of Defendant's actions.

115. Plaintiff Shoots will fairly and adequately protect the interests of the Minnesota Rule 23 Class, and has retained counsel experienced in complex wage and hour class action litigation.

116. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(1)(A) because prosecuting separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendant.

117. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

118. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because questions of law or fact predominate over any questions affecting individual class members, and a class action is superior to other methods in order to ensure a fair and efficient adjudication of this controversy because, in the context of wage and hour litigation, individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against large corporate defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendant's policies and practices. There do not appear to be any difficulties in managing this class action.

119. Plaintiff Shoots intends to send notice to the proposed Minnesota Rule 23 Class to the extent required by Fed. R. Civ. P. 23(b)(3).

NEW YORK CLASS ACTION ALLEGATIONS

120. Plaintiffs Bell and Turner, individually and on behalf of the proposed New York Rule 23 Class, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

121. Plaintiffs Bell and Turner bring Count Two individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed New York Rule 23 Class is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agents, student loans agents, sales agents, or other similar job titles in New York at any time within the six years prior to the commencement of this action.

122. Plaintiffs Bell and Turner bring Count Three individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed New York Rule 23 Overtime Subclass is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agents, student loans agents, sales agents, or other similar job titles in New York who have worked more than 40 hours during any workweek within the six years prior to the commencement of this action.

123. The persons in the proposed New York Rule 23 Class are so numerous that joinder of all of the proposed New York Rule 23 Class members is impracticable. While the precise number of class members has not been determined at this time, upon information and belief, Defendant has employed more than 300 individuals as CCAs in

New York during the applicable limitations period. Plaintiff Bell, Plaintiff Turner, and the proposed New York Rule 23 Class have been similarly affected by Defendant's unlawful timekeeping practices and violations of law.

124. There are questions of law and fact common to the proposed New York Rule 23 Class and Overtime Subclass that predominate over any questions solely affecting individual members of the proposed Class, including but not limited to:

a. whether Defendant violated New York Labor Law, Article 6, § 190, et seq., by failing to pay employees all wages earned;

b. whether Defendant failed and/or refused to pay the proposed New York Rule 23 Overtime Subclass overtime wages for all hours worked in excess of forty hours per workweek in violation of NYLL, Article 19, § 650, et seq., and the supporting New York State Department of Labor Regulations, 12 N.Y.C.R.R. § 142;

c. whether idle time recorded in TimeQey is compensable by contract and under NYLL § 191 and 29 C.F.R. § 785.18;

d. the proper measure of damages sustained by the proposed New York Rule 23 Class and Overtime Subclass; and

e. whether Defendant should be enjoined from such violations in the future.

125. Plaintiff Bell and Turner's claims are typical of those of the proposed New York Rule 23 Class and Overtime Subclass. Plaintiffs Bell and Turner, like the other proposed New York Rule 23 Class members, were subject to Defendant's unlawful timekeeping practices, resulting in its failure to compensate them for all hours worked in violation of the contract between the parties and New York law. Plaintiff Bell, Plaintiff Turner, and the proposed New York Rule 23 Class and Overtime Subclass have sustained similar injuries as a result of Defendant's actions.

126. Plaintiffs Bell and Turner will fairly and adequately protect the interests of the proposed New York Rule 23 Class and Overtime Subclass, and have retained counsel experienced in complex wage and hour class action litigation.

127. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(1)(A) because prosecuting separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendant.

128. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

129. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because questions of law or fact predominate over any questions affecting individual class members, and a class action is superior to other methods in order to ensure a fair and efficient adjudication of this controversy because, in the context of wage and hour litigation, individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against large corporate defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendant's policies and practices. There do not appear to be any difficulties in managing this class action.

130. Plaintiffs Bell and Turner intend to send notice to the proposed New York Rule 23 Class and Overtime Subclass to the extent required by Fed. R. Civ. P. 23(c).

OHIO CLASS ACTION ALLEGATIONS

131. Plaintiff Hope, individually and on behalf of the proposed Ohio Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

132. Plaintiff Hope brings Count Four individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed Ohio Rule 23 Class is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agents, student loans agents, sales agents, or other similar job titles in Ohio at any time within the eight years prior to the commencement of this action.

133. Plaintiff Hope brings Count Five individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed Ohio Rule 23 Overtime Subclass is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agents, student loans agents, sales agents, or other similar job titles in Ohio who have worked more than 40 hours during any workweek within the two years prior to the commencement of this action.

134. The persons in the proposed Ohio Rule 23 Class are so numerous that joinder of all of the proposed Ohio Rule 23 Class members is impracticable. While the precise number of class members has not been determined at this time, upon information and belief, Defendant has employed more than 400 individuals as CCAs in Ohio during the applicable limitations period. Plaintiff Hope and the proposed Ohio Rule 23 Class

have been similarly affected by Defendant's unlawful timekeeping practices and violations of law.

135. There are questions of law and fact common to the proposed Ohio Rule 23 Class that predominate over any questions solely affecting individual members of the proposed Class, including but not limited to:

a. whether Defendant violated Ohio Rev. Code § 4113.15 by failing to pay its employees all wages earned;

b. whether Defendant failed and/or refused to pay the proposed Ohio Rule 23 Overtime Subclass overtime pay for hours worked in excess of forty (40) hours per workweek in violation of the Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code § 4111.01, et seq.;

c. whether time during which employees are logged out by the TimeQey system is compensable by contract and by statute;

d. the proper measure of damages sustained by the proposed Ohio Rule 23 Class and Overtime Subclass; and

e. whether Defendant should be enjoined from such violations in the future.

136. Plaintiff Hope's claims are typical of those of the proposed Ohio Rule 23 Class and Overtime Subclass. Plaintiff Hope, like the other proposed Ohio Rule 23 Class members, was subject to Defendant's unlawful timekeeping practices, resulting in its failure to compensate them for all hours worked in violation of the contract between the parties and Ohio law. Plaintiff Hope and the members of the proposed Ohio Rule 23 Class and Overtime Subclass have sustained similar injuries as a result of Defendant's actions.

137. Plaintiff Hope will fairly and adequately protect the interests of the proposed Ohio Rule 23 Class and Overtime Subclass, and has retained counsel experienced in complex wage and hour class action litigation.

138. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(1)(A) because prosecuting separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendant.

139. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

140. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because questions of law or fact predominate over any questions affecting individual class members, and a class action is superior to other methods in order to ensure a fair and efficient adjudication of this controversy because, in the context of wage and hour litigation, individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against large corporate defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendant's policies and practices. There do not appear to be any difficulties in managing this class action.

141. Plaintiff Hope intends to send notice to the proposed Ohio Rule 23 Class and Overtime Subclass to the extent required by Fed. R. Civ. P. 23(c).

ARIZONA CLASS ACTION ALLEGATIONS

142. Plaintiff Ostrovsky, individually and on behalf of the proposed Arizona Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

143. Plaintiff Ostrovsky brings Count Six individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed Arizona Rule 23 Class is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agent, student loans agents, sales agents, or other similar job titles in Arizona at any time within one year prior to the commencement of this action.

144. The persons in the proposed Arizona Rule 23 Class are so numerous that joinder of all of the proposed Arizona Rule 23 Class members is impracticable. While the precise number of class members has not been determined at this time, upon information and belief, Defendant has employed more than 2,000 individuals as CCAs in Arizona during the applicable limitations period. Plaintiff Ostrovsky and the proposed Arizona Rule 23 Class have been similarly affected by Defendant's unlawful timekeeping practices and violations of law.

145. There are questions of law and fact common to the proposed Arizona Rule 23 Class that predominate over any questions solely affecting individual members of the proposed Class, including but not limited to:

a. whether Defendant violated A.R.S. §§ 23-351 and 23-353 by failing to pay current and former employees for all wages earned;

b. whether idle time recorded in TimeQey is compensable by contract and under A.R.S. § 23-350(6);

c. the proper measure of damages sustained by the proposed Arizona Rule 23 Class; and

d. whether Defendant should be enjoined from such violations in the future.

146. Plaintiff Ostrovsky's claims are typical of those of the proposed Rule 23 Class. Plaintiff Ostrovsky, like the other proposed Arizona Rule 23 Class members, was subjected to Defendant's unlawful timekeeping practices, resulting in its failure to compensate him for all hours worked in violation of Arizona law. Plaintiff Ostrovsky and the proposed Arizona Rule 23 Class have sustained similar injuries as a result of Defendant's actions.

147. Plaintiff Ostrovsky will fairly and adequately protect the interests of the Arizona Rule 23 Class, and has retained counsel experienced in complex wage and hour class action litigation.

148. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(1)(A) because prosecuting separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendant.

149. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

150. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because questions of law or fact predominate over any questions affecting individual class members, and a class action is superior to other methods in order to ensure a fair and efficient adjudication of this controversy because, in the context of wage and hour litigation, individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against large corporate defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendant's policies and practices. There do not appear to be any difficulties in managing this class action.

151. Plaintiff Ostrovsky intends to send notice to the proposed Arizona Rule 23 Class to the extent required by Fed. R. Civ. P. 23(b)(3).

COLORADO CLASS ACTION ALLEGATIONS

152. Plaintiff Brandt, individually and on behalf of the proposed Colorado Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

153. Plaintiff Brandt brings Count Seven individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed Colorado Rule 23 Class is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agents, student loans agents, sales agents, or other similar job titles in Colorado at any time within the three years prior to the commencement of this action.

154. Plaintiff Brandt brings Count Eight individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed Colorado Rule 23 Overtime Subclass is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agents, student loans agents, sales agents, or other similar job titles in Colorado who have worked more than 40 hours during any workweek within the three years prior to the commencement of this action.

155. The persons in the proposed Colorado Rule 23 Class are so numerous that joinder of all of the proposed Colorado Rule 23 Class members is impracticable. While the precise number of class members has not been determined at this time, upon information and belief, Defendant has employed more than 750 individuals as CCAs in Colorado during the applicable limitations period. Plaintiff Brandt and the proposed Colorado Rule 23 Class have been similarly affected by Defendant's unlawful timekeeping practices and violations of law.

156. There are questions of law and fact common to the proposed Colorado Rule 23 Class that predominate over any questions solely affecting individual members of the proposed Class, including but not limited to:

a. whether Defendant violated Colo. Rev. Stat. §§ 8-4-103, -109 by failing to pay its employees all wages earned;

b. whether Defendant failed and/or refused to pay the proposed Colorado Rule 23 Overtime Subclass overtime pay for hours worked in excess of forty (40) hours per workweek in violation of the Colorado Minimum Wage Order Number 31, 7 C.C.R. 1103-1:4;

c. whether time during which employees are logged out by the TimeQey system is compensable under Colorado law by contract or as "labor or

service performed" that constitutes earned wages under C.R.S. §§ 8-4-101(14)(a)(i), -103, 109;

d. whether Defendant properly compensated Colorado employees for rest breaks, as required by 7 C.C.R. § 1103-1:8;

e. the proper measure of damages sustained by the proposed Colorado Rule 23 Class and Overtime Subclass; and

f. whether Defendant should be enjoined from such violations in the future.

157. Plaintiff Brandt's claims are typical of those of the proposed Colorado Rule 23 Class and Overtime Subclass. Plaintiff Brandt, like the other proposed Colorado Rule 23 Class members, was subject to Defendant's unlawful timekeeping practices, resulting in its failure to compensate them for all hours worked in violation of the contract between the parties and Colorado law. Plaintiff Brandt and the members of the proposed Colorado Rule 23 Class and Overtime Subclass have sustained similar injuries as a result of Defendant's actions.

158. Plaintiff Brandt will fairly and adequately protect the interests of the proposed Colorado Rule 23 Class and Overtime Subclass, and has retained counsel experienced in complex wage and hour class action litigation.

159. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(1)(A) because prosecuting separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendant.

160. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable to

the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

161. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because questions of law or fact predominate over any questions affecting individual class members, and a class action is superior to other methods in order to ensure a fair and efficient adjudication of this controversy because, in the context of wage and hour litigation, individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against large corporate defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendant's policies and practices. There do not appear to be any difficulties in managing this class action.

162. Plaintiff Brandt intends to send notice to the proposed Colorado Rule 23 Class and Overtime Subclass to the extent required by Fed. R. Civ. P. 23(c).

NORTH CAROLINA CLASS ACTION ALLEGAIONS

163. Plaintiff Sanders, individually and on behalf of the proposed North Carolina Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

164. Plaintiff Sanders brings Count Nine individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed North Carolina Rule 23 Class is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agent, student loans agents,

sales agents, or other similar job titles in North Carolina at any time within the two years prior to the commencement of this action.

165. The persons in the proposed North Carolina Rule 23 Class are so numerous that joinder of all of the proposed North Carolina Rule 23 Class members is impracticable. While the precise number of class members has not been determined at this time, upon information and belief, Defendant has employed more than 1,000 individuals as CCAs in North Carolina during the applicable limitations period. Plaintiff Sanders and the proposed North Carolina Rule 23 Class have been similarly affected by Defendant's unlawful timekeeping practices and violations of law.

166. There are questions of law and fact common to the proposed North Carolina Rule 23 Class that predominate over any questions solely affecting individual members of the proposed Class, including but not limited to:

a. whether Defendant violated N.C. Gen. Stat. §§ 96-25.6, -25.7 by failing to pay its current and former employees wages, when due, for all hours worked at employees' regular rate of pay (which exceeded the FLSA minimum wage);

b. whether Defendant violated N.C. Gen. Stat. § 96-25.6 by failing to pay its current and former employees overtime wages of one and one-half times their regularly hourly rate for all hours worked as part of the employees' accrued and earned wages, pursuant to Defendant's stated policy of paying overtime wages to its employees;

c. whether idle time recorded in TimeQey and rest break time, as described herein, is compensable under North Carolina law by contract and by statute;

d. whether under N.C. Gen. Stat. § 96-25.22 Defendant's violations of the North Carolina Wage and Hour Act were in good faith, and whether Defendant had reasonable grounds for believing its actions did not violate the statute; and

e. the proper measure of damages sustained by the proposed North Carolina Rule 23 Class.

167. Plaintiff Sanders' claims are typical of those of the proposed Rule 23 Class. Plaintiff Sanders, like the other proposed North Carolina Rule 23 Class members, was subjected to Defendant's unlawful timekeeping practices, resulting in its failure to compensate her for all hours worked in violation of North Carolina law. Plaintiff Sanders and the proposed North Carolina Rule 23 Class have sustained similar injuries as a result of Defendant's actions.

168. Plaintiff Sanders will fairly and adequately protect the interests of the North Carolina Rule 23 Class, and has retained counsel experienced in complex wage and hour class action litigation.

169. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(1)(A) because prosecuting separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendant.

170. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

171. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because questions of law or fact predominate over any questions affecting individual class members, and a class action is superior to other methods in order to

ensure a fair and efficient adjudication of this controversy because, in the context of wage and hour litigation, individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against large corporate defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendant's policies and practices. There do not appear to be any difficulties in managing this class action.

172. Plaintiff Sanders intends to send notice to the proposed North Carolina Rule 23 Class to the extent required by Fed. R. Civ. P. 23(b)(3).

NATIONWIDE FLSA COLLECTIVE ALLEGATIONS

173. Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, and Sanders, on behalf of themselves and others similarly situated, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

174. Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, and Sanders bring Count Ten on behalf of themselves and all individuals similarly situated. The proposed Nationwide FLSA Collection is defined as:

> All individuals employed by Defendant as contact center agents, customer care agents, collections agents, new business agents, student loan agents, sales agents, or other similar job titles in the United States who worked more than forty hours during any workweek within the three years prior to the commencement of this action.

175. Plaintiff Turner consents in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 19-1).

176. Plaintiff Bell consents in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 44-1.)

177. Plaintiff Hope consents in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 21-1.)

178. Plaintiff Ostrovsky consents in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 19-1.)

179. Plaintiff Brandt consents in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 40-1.)

180. Plaintiff Sanders consents in writing to be a part of this action pursuant to 29 U.S.C. § 216(b). (See ECF No. 39-1.)

181. Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and the Nationwide FLSA Collective are victims of Defendant's widespread, repeated, and systematic illegal policies and practices that have resulted in violations of their rights under the FLSA, 29 U.S.C. § 201 et seq., and that have caused significant damage to Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, Sanders, and the Nationwide FLSA Collective.

182. Defendant has willfully engaged in a pattern of violating the FLSA, 29 U.S.C. § 201 et seq., as described in the Complaint in ways including, but not limited to, failing to pay employees proper overtime compensation for all hours worked in excess of forty in a workweek.

183. Defendant's conduct constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255.

184. Defendant is liable under the FLSA for failing to properly compensate Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt,

Plaintiff Sanders, and others similarly situated, and, as such, notice should be sent to the Nationwide FLSA Collective. There are numerous similarly situated current and former employees of Defendant who have suffered from the common policies and plans of Defendant who would benefit from the issuance of a Court supervised notice of the present lawsuit and the opportunity to join in the present lawsuit. Those similarly situated employees are known to Defendant and are readily identifiable through Defendant's payroll and timekeeping records.

FCRA CLASS ACTION ALLEGATIONS

185. Plaintiff Shoots, individually and on behalf of the proposed FCRA Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

186. Plaintiff Shoots brings Count Eleven individually and as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed FCRA Class is defined as:

> All persons on whom Defendant obtained a consumer report for employment purposes within the applicable limitations period and continuing through the date the class list is prepared.

187. The persons in the proposed FCRA Class are so numerous that joinder of all of the proposed FCRA Class members is impracticable. While the precise number of class members has not been determined at this time, Defendant has employed thousands of people during the applicable limitations period, many of whom are members of the FCRA Class. Plaintiff Shoots and the proposed FCRA Class have been similarly affected by Defendant's unlawful background check practices and violations of law.

188. There are questions of law and fact common to the proposed FCRA Class that predominate over any questions solely affecting individual members of the proposed Class, including but not limited to:

a. whether Defendant's Applicant Disclosure violated the FCRA;

b. whether any violation of the FCRA was willful; and

c. the proper measure of statutory damages sustained by the FCRA Class;

189. Plaintiff Shoots' claims are typical of those of the proposed FCRA Class. The FCRA violations committed by Defendant were committed pursuant to uniform policies and procedures, including a policy of repeatedly utilizing the Applicant Disclosure. Defendant treated Plaintiff Shoots in the same manner as other class members in accordance with its standard policies and practices.

190. Plaintiff Shoots will fairly and adequately protect the interests of the FCRA Class, and has retained counsel experienced in complex FCRA class action litigation.

191. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(1)(A) because prosecuting separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendant.

192. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

193. This action is properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because questions of law or fact predominate over any questions affecting individual class members, and a class action is superior to other methods in order to ensure a fair and efficient adjudication of this controversy because, in the context of FCRA litigation, individual plaintiffs lack the financial resources to vigorously prosecute separate lawsuits against large corporate defendants. Class litigation is also superior because it will preclude the need for unduly duplicative litigation resulting in inconsistent judgments pertaining to Defendant's policies and practices. There do not appear to be any difficulties in managing this class action.

194. Plaintiff Shoots intends to send notice to the proposed FCRA Class to the extent required by Fed. R. Civ. P. 23(b)(3).

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

195. Plaintiff Shoots, individually and on behalf of the proposed Minnesota Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

196. Plaintiff Shoots and members of the proposed Minnesota Rule 23 Class are current and former employees of Defendant within the meaning of Minn. Stat. §§ 177.23, subd. 7, 181.101.

197. Defendant at all relevant times was an employer within the meaning of Minn. Stat. § 181.171, subd. 4.

198. Defendant was required by agreement to pay Plaintiff Shoots and the proposed Minnesota Rule 23 Class for all hours worked.

199. Minn. Stat. § 181.101 requires every employer to pay "all wages earned" by an employee at least once every 31 days on a regular payday designated in advance by the employer regardless of whether the employee requests payment at longer intervals and requires the employer to pay a penalty in the amount of the employee's average daily earnings for up to 15 days if the employer does not make the payment within 10 days of demand.

200. Minn. Stat. § 181.l3 provides that when an employer discharges an employee, the wages or commissions actually earned and unpaid at the time of the discharge are immediately due and payable.

201. Minn. Stat. § 181.14 provides that when an employee quits or resigns employment, the wages or commissions earned and unpaid at the time the employee quits or resigns must be paid in full no later than the next regularly scheduled payday..

202. Wages are actually "earned and unpaid" if the employee was not paid for "all time worked" at the employee's regular rate of pay or as required by statute, regulation, rule, ordinance, government resolution or policy, contract, or other legal authority. Minn. Stat. §§ 181.13(a), 181.14, subd. 1.

203. Time worked includes "training time, call time, cleaning time, waiting time, or any other time when the employee must be either on the premises of the employer or involved in the performance of duties in connection with his or her employment." Minn. R. 5200.0120, subp. 1.

204. Minn. R. 5200.0120, subp. 1 requires employers to compensate employees for all rest breaks of less than 20 minutes.

205. Defendant, pursuant to its policies and illegal timekeeping practices, refused and failed to pay Plaintiff Shoots and the proposed Minnesota Rule 23 Class for all of their hours worked, in breach of Defendant's contractual obligations.

206. By failing to properly compensate Plaintiff Shoots and the proposed Minnesota Rule 23 Class for all time worked, Defendant violated, and continues to violate, CCAs' statutory rights under Minn. Stat. §§ 181.101, 181.13, and 181.14.

207. Defendant's actions were willful and not the result of mistake or inadvertence. *See* Minn. Stat. § 541.07(5).

208. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Shoots and the proposed Minnesota Rule 23 Class have suffered damages in an amount to be determined at trial.

209. Plaintiff Shoots and the proposed Minnesota Rule 23 Class seek damages in the amount of their unpaid straight-time wages for all hours worked, reasonable attorneys' fees and costs for this action, pre- and post-judgment interest, and such other legal and equitable relief as the Court deems proper.

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

210. Plaintiffs Bell and Turner, individually and on behalf of the proposed New York Rule 23 Class, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

211. At all relevant times, Plaintiffs Bell and Turner and members of the proposed New York Rule 23 Class were employees of Defendant within the meaning of NYLL § 190(2).

212. At all relevant times in this action, Defendant has been an employer within the meaning of NYLL § 190(3).

213. New York Labor Law Sections 190 and 191 provide that clerical and other workers are entitled to full payment of wages for all hours worked at their contractual hourly wage no less frequently than semi-monthly, on regular pay days designated in advance by the employer.

214. Defendant violated Section 191 by failing to compensate Plaintiffs Bell and Turner and the proposed New York Rule 23 Class the straight-time wages they were owed for all hours worked.

215. The New York Department of Labor has adopted 29 C.F.R. § 785.18 for purposes of determining whether an employer complied with Section 191 by compensating its employees for all hours worked. 29 C.F.R. § 785.18 provides that "rest

periods of short duration, running from 5 minutes to about 20 minutes, . . . must be counted as hours worked."

216. Defendant also violated Section 191 by failing to compensate Plaintiffs Bell and Turner and the proposed New York Rule 23 Class for rest breaks of less than 20 minutes in duration.

217. Defendant's actions in wrongfully withholding wages were willful. Defendant did not have a good faith basis to believe that its underpayment of wages was in compliance with the law. *See* NYLL § 198(1-a).

218. As a direct and proximate result of Defendant's unlawful conduct, Plaintiffs Bell and Turner and the proposed New York Rule 23 Class have suffered damages in an amount to be determined at trial.

219. Plaintiffs Bell and Turner and the proposed New York Rule 23 Class seek damages in the amount of their unpaid straight-time wages for all hours worked, reasonable attorneys' fees and costs for this action, liquidated damages as provided under NYLL § 198, pre- and post-judgment interest, and such other legal and equitable relief as the Court deems proper.

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

220. Plaintiffs Bell and Turner, individually and on behalf of the proposed New York Rule 23 Overtime Subclass, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

221. At all relevant times, Plaintiff Turner and members of the proposed New York Rule 23 Overtime Subclass were employees within the meaning of NYLL § 651(5).

222. At all relevant times, Defendant was an employer within the meaning of NYLL § 651(6).

223. New York law requires Defendant to pay overtime compensation at a rate of not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of forty hours in a workweek. 12 N.Y.C.R.R. § 142-2.2.

224. New York's overtime regulations substantially incorporate and adopt the FLSA's overtime regulations.

225. The time worked by Plaintiff Turner and members of the proposed New York Rule 23 Overtime Subclass that was recorded as idle in TimeQey, as described herein, must be included in the computation of their hours worked for purposes of determining whether they are owed overtime pay. *See* 29 C.F.R. §§ 790.6, 785.11, 785.15, and 785.18.

226. Pursuant to 29 C.F.R. § 785.18, rest breaks of less than 20 minutes must be counted as hours worked.

227. Plaintiff Turner and members of the proposed New York Rule 23 Overtime Subclass worked more than 40 hours for Defendant in one or more workweeks within the past six years, but due to Defendant's failure to pay them for all hours worked, they did not receive overtime pay for all hours worked in violation of 12 N.Y.C.R.R. § 142-2.2.

228. Defendant's actions were willful, and Defendant did not have a good faith basis to believe that its underpayment was in compliance with the law. *See* NYLL § 663(1).

229. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Turner and the proposed New York Rule 23 Overtime Subclass have suffered damages in an amount to be determined at trial.

230. Plaintiff Turner and the proposed New York Rule 23 Overtime Subclass seek damages in the amount of their unpaid overtime wages for all hours worked in excess of forty (40) hours per workweek, reasonable attorneys' fees and costs for this action, liquidated damages as provided under NYLL § 663, pre- and post-judgment interest, and such other legal and equitable relief as the Court deems proper.

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

231. Plaintiff Hope, individually and on behalf of the proposed Ohio Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

232. Plaintiff Hope and members of the proposed Ohio Rule 23 Class are current and former employees of Defendant within the meaning of Ohio Rev. Code § 4113.15.

233. Defendant at all relevant times was an employer within the meaning of Ohio Rev. Code § 4113.15.

234. Defendant was required by agreement to pay Plaintiff Hope and the proposed Ohio Rule 23 Class for all hours worked.

235. Ohio Rev. Code § 4113.15 requires every employer to "pay all its employees the wages earned by them" within thirty days of the employees' regularly scheduled payday.

236. Defendant, pursuant to its policies and illegal timekeeping practices, refused and failed to pay Plaintiff Hope and the proposed Ohio Rule 23 Class all of the straight-time wages earned by them, in breach of Defendant's contractual obligations.

237. By failing to properly compensate Plaintiff Hope and the proposed Ohio Rule 23 Class for their earned straight-time wages, Defendant violated, and continues to violate, CCAs' statutory rights under Ohio Rev. Code § 4113.15.

238. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Hope and the proposed Ohio Rule 23 Class have suffered damages in an amount to be determined at trial.

239. Plaintiff Hope and the proposed Ohio Rule 23 Class seek damages in the amount of their unpaid straight-time wages, pre- and post-judgment interest, and such other legal and equitable relief as the Court deems proper.

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

240. Plaintiff Hope, individually and on behalf of the proposed Ohio Rule 23 Overtime Subclass, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

241. At all relevant times, Plaintiff Hope and members of the proposed Ohio Rule 23 Overtime Subclass were employees within the meaning of Ohio Rev. Code § 4111.03(D)(3).

242. At all relevant times, Defendant was an employer within the meaning of Ohio Rev. Code § 4111.03(D)(2).

243. Ohio law requires Defendant to pay overtime compensation at a rate of not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of forty hours in a workweek. Ohio Rev. Code § 4111.03(A).

244. Ohio's overtime laws substantially incorporate and adopt the FLSA's overtime regulations. Ohio Rev. Code § 4111.03(A).

245. The time worked by Plaintiff Hope and members of the proposed Ohio Rule 23 Overtime Subclass that was recorded as idle in TimeQey, as described herein, must be included in the computation of their hours worked for purposes of determining whether they are owed overtime pay. *See* 29 C.F.R. §§ 790.6, 785.11, 785.15, and 785.18.

246. Pursuant to 29 C.F.R. § 785.18, rest breaks of less than 20 minutes must be counted as hours worked.

247. Plaintiff Hope and members of the proposed Ohio Rule 23 Overtime Subclass worked more than 40 hours for Defendant in one or more workweeks within the past two years, but due to Defendant's failure to pay them for all hours worked, they did not receive overtime pay for all hours worked in violation of Ohio Rev. Code § 4111.03.

248. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Hope and the proposed Ohio Rule 23 Overtime Subclass have suffered damages in an amount to be determined at trial.

249. Plaintiff Hope and the proposed Ohio Rule 23 Overtime Subclass seek damages in the amount of their unpaid overtime wages for all hours worked in excess of forty (40) hours per workweek, liquidated damages pursuant to Ohio Rev. Code § 4113.15(A), reasonable attorneys' fees and costs for this action pursuant to Ohio Rev. Code § 4111.10, pre- and post-judgment interest, and such other legal and equitable relief as the Court deems proper.

COUNT VI — VIOLATION OF THE ARIZONA WAGE ACT

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

250. Plaintiff Ostrovsky, individually and on behalf of the proposed Arizona Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

251. Plaintiff Ostrovsky and members of the proposed Arizona Rule 23 Class are current and former employees of Defendant within the meaning of A.R.S. § 23-350(2).

252. Defendant at all relevant times was an employer within the meaning of A.R.S. § 23-350(3).

253. Defendant was required by agreement to pay Plaintiff Ostrovsky and the proposed Arizona Rule 23 Class for all hours worked.

254. A.R.S. § 23-351 requires every employer to pay "all wages due" every pay period including overtime pay.

255. A.R.S. § 23-353 provides that when an employer discharges an employee or employee quits, the employer must pay the employee all wages due in a timely manner.

256. Wages are defined as "nondiscretionary compensation due an employee in return for labor or services rendered by an employee for which the employee has a reasonable expectation to be paid . . . ." A.R.S. § 23-350(6).

257. Defendant, pursuant to its policies and illegal timekeeping practices, refused and failed to pay Plaintiff Ostrovsky and the proposed Arizona Rule 23 Class for all of their hours worked, in breach of Defendant's contractual obligations.

258. By failing to properly compensate Plaintiff Ostrovsky and the proposed Arizona Rule 23 Class for all "labor or services rendered" for which Plaintiff Ostrovsky and members of the proposed Arizona Rule 23 Class had a reasonable expectation of

being paid, Defendant violated, and continues to violate, CCAs' statutory rights under A.R.S. §§ 23-351 and 23-353.

259. Defendant's actions were willful, unreasonable, and done in bad faith. See A.R.S. §§ 23-352(3), 23-355.

260. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Ostrovsky and the proposed Arizona Rule 23 Class have suffered damages in an amount to be determined at trial.

261. Plaintiff Ostrovsky and the proposed Arizona Rule 23 Class seek damages in the amount of their unpaid straight-time and overtime wages for all hours worked, treble damages, reasonable attorneys' fees and costs for this action, pre- and post-judgment interest, and such other legal and equitable relief as the Court deems proper.

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

262. Plaintiff Brandt, individually and on behalf of the proposed Colorado Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

263. Plaintiff Brandt and members of the proposed Colorado Rule 23 Class are current and former employees of Defendant within the meaning of C.R.S. § 8-4-101(5).

264. Defendant at all relevant times was an employer within the meaning of C.R.S. § 8-4-101(6).

265. Defendant was required by agreement to pay Plaintiff Brandt and the proposed Colorado Rule 23 Class for all hours worked.

266. C.R.S. § 8-4-103 requires every employer to pay all wages and compensation earned by an employee, in any employment, for regular pay periods of no greater duration than one calendar month or thirty days, whichever one is longer, or on regular paydays no later than ten days following the close of each pay period unless the employer and the employee mutually agree on any other alternative period of wage or salary payments.

267. C.R.S. § 8-4-109(1)(a) provides that when an employee is terminated by the employer, "the wages or compensation for labor or service earned . . . and unpaid at the time of such discharge is due and payable immediately."

268. C.R.S. § 8-4-109(1)(b) provides that when an employee quits, all earned wages must be paid upon the next regular payday.

269. Wages are defined under Colorado law as "[a]ll amounts for labor or service performed by employees." C.R.S. § 8-4-101(14)(a)(i).

270. Defendant, pursuant to its policies and illegal timekeeping practices, refused and failed to pay Plaintiff Brandt and the proposed Colorado Rule 23 Class all of the straight-time wages earned by them, in breach of Defendant's contractual obligations.

271. Time designated as "idle time" by the TimeQey system is compensable under Colorado law as "labor or service performed" by the employee. By failing to properly compensate Plaintiff Brandt and the proposed Colorado Rule 23 Class for all

labor and services performed, Defendant violated, and continues to violate, CCAs' statutory rights under C.R.S. §§ 8-4-103, -109.

272. Defendant's violations of the Colorado Wage Claim Act were willful. C.R.S. § 8-4-122.

273. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Brandt and the proposed Colorado Rule 23 Class have suffered damages in an amount to be determined at trial.

274. Plaintiff Brandt and the proposed Colorado Rule 23 Class seek damages in the amount of their unpaid straight-time wages, pre- and post-judgment interest pursuant to C.R.S. § 5-12-102, their reasonable costs and attorney's fees pursuant to C.R.S. § 8-4-110, and such other legal and equitable relief as the Court deems proper.

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

275. Plaintiff Brandt, individually and on behalf of the proposed Colorado Rule 23 Overtime Subclass, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

276. At all relevant times, Plaintiff Brandt and members of the proposed Colorado Rule 23 Overtime Subclass were employees within the meaning of C.R.S. § 84-101(4); 7 C.C.R. § 1103-1:2.

277. At all relevant times, Defendant was an employer within the meaning of C.R.S. § 8-4-101(5); 7 C.C.R. § 1103-1:2.

278. At all relevant times, Defendant was a "business or enterprise engaged directly or indirectly in providing services to other commercial firms through the use of service employees" that is therefore covered by the overtime provisions within Colorado Minimum Wage Order Number 31. C.C.R. §§ 1103-1:1, -1:2(B).

279. Colorado law requires Defendant to pay overtime compensation at a rate of not less than one and one-half times the employee's regular rate of pay for all hours worked in excess of forty hours in a workweek. C.C.R. § 1103-1:4.

280. Colorado law defines "time worked" as "the time during which the employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work whether or not required to do so." Time spent at the place of employment waiting to work is also compensable. C.C.R. § 1103-1:2.

281. All rest breaks of less than twenty minutes must be counted as hours worked. See 29 C.F.R. § 785.18 ("Rest periods of short duration, running from 5 minutes to about 20 minutes, are common in industry . . . [and] must be counted as hours worked."); 7 C.C.R. § 1103-1:22 ("Whenever employers are subject to both federal and Colorado law, the law providing greater protection or setting the higher standard shall apply.").

282. The rest break time and time worked by Plaintiff Brandt and members of the proposed Colorado Rule 23 Overtime Subclass that was recorded as idle in TimeQey, as described herein, constitutes time spent under Defendant's control that is compensable under Colorado law. C.C.R. § 1103-1:2.

283. Plaintiff Brandt and members of the proposed Colorado Rule 23 Overtime Subclass worked more than 40 hours for Defendant in one or more workweeks within the past two years, but due to Defendant's failure to pay them for all hours worked, as required by contract and under Colorado law, they did not receive overtime pay for all hours worked in violation of C.C.R. § 1103-1:4.

284. Defendant's violations of Colorado's overtime provisions were willful. C.C.R. § 1103-1:15.

285. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Brandt and the proposed Colorado Rule 23 Overtime Subclass have suffered damages in an amount to be determined at trial.

286. Plaintiff Brandt and the proposed Colorado Rule 23 Overtime Subclass seek damages in the amount of their unpaid overtime wages for all hours worked in excess of forty (40) hours per workweek, reasonable attorneys' fees and costs for this action pursuant to C.R.S. § 8-6-118 and C.C.R. § 1103-1:18, pre- and post-judgment interest pursuant to C.R.S. § 5-12-102, and such other legal and equitable relief as the Court deems proper.

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

287. Plaintiff Sanders, individually and on behalf of the proposed North Carolina Rule 23 Class, re-alleges and incorporates by reference the above paragraphs as if fully set forth herein.

288. Plaintiff Sanders and members of the proposed North Carolina Rule 23 Class are current and former employees of Defendant within the meaning of N.C. Gen. Stat. § 95-25.2(4).

289. Defendant at all relevant times was an employer within the meaning of N.C. Gen. Stat. § 95-25.2(5).

290. Defendant was required by agreement to pay Plaintiff Sanders and the proposed North Carolina Rule 23 Class for all hours worked.

291. N.C. Gen. Stat. § 95-25.6 provides that "[e]very employer shall pay every employee all wages and tips accruing to the employee on the regular payday."

292. N.C. Gen. Stat. § 95-25.7 provides that when an employee's employment is discontinued for any reason, the employer must pay the employee "all wages due" in a timely manner.

293. For purposes of Sections 95-25.6 and .7, "hours worked" includes "all time an employee is employed," and "employ" means "to suffer or permit to work." N.C. Gen. Stat. §§ 95-25.2(3), -25.2(8).

294. Because Defendant had a "policy or a practice" or paying overtime wages at a rate of one and one-half times employees' regular rate of pay for all hours worked in excess of forty in a workweek, overtime wages constitute "wages" that, within the meaning of N.C. Gen. Stat. § 95-25.6, were earned and accrued in those workweeks in which Plaintiff Sanders and members of the proposed North Carolina Rule 23 Class worked more than forty hours in a workweek. N.C. Gen. Stat. § 95-25.2(16).

295. North Carolina relies upon the interpretive guidance of the FLSA to determine whether particular activities constitute "work" for purposes of the North Carolina Wage and Hour Act. 13 N.C. Admin. Code § 12.0103; *Martinez-Hernandez v. Butterball, LLC*, 578 F. Supp. 2d 816, 821 (E.D.N.C. 2008).

296. The rest break time and time worked by Plaintiff Sanders and members of the proposed Rule 23 Class that was recorded as idle in TimeQey, as described herein, is compensable under the FLSA. *See* 29 C.F.R. §§ 790.6, 785.11, 785.15, and 785.18.

297. Defendant, pursuant to its policies and illegal timekeeping practices, refused and failed to pay Plaintiff Sanders and the proposed North Carolina Rule 23 Class for all of their hours worked, in breach of Defendant's contractual obligations.

298. By failing to properly compensate Plaintiff Sanders and the proposed North Carolina Rule 23 Class for all "hours worked" that Defendant suffered or permitted Plaintiff Sanders and members of the proposed North Carolina Rule 23 Class to work, Defendant violated, and continues to violate, CCAs' statutory rights under N.C. Gen. Stat. §§ 95-25.6, -25.7.

299. Defendant's conduct, as alleged, was not in good faith, and Defendant did not have reasonable grounds for believing its actions did not constitute a violation of the North Carolina Wage and Hour Act. See N.C. Gen. Stat. § 95-25.22(a1).

300. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Sanders and the proposed North Carolina Rule 23 Class have suffered damages in an amount to be determined at trial.

301. Plaintiff Sanders and the proposed North Carolina Rule 23 Class seek damages in the amount of their unpaid straight-time and overtime wages for all hours worked, liquidated damages, reasonable attorneys' fees and costs for this action, and pre- and post-judgment interest.

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

302. Plaintiffs Bell, Turner, Hope, Ostrovsky, Brandt, and Sanders, on behalf of themselves and the proposed Nationwide FLSA Collective, re-allege and incorporate by reference the above paragraphs as if fully set forth herein.

303. At all relevant times, Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and others similarly situated were employees within the meaning of 29 U.S.C. § 203(e)(1).

304. At all relevant times, Defendant was an employer within the meaning of 29 U.S.C. § 203(d).

305. The FLSA, 29 U.S.C. § 207, requires employers to pay their employees for hours worked in excess of forty (40) in an individual work week at a rate no less than one and one-half times their regular hourly rate of pay.

306. The time worked by Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and similarly situated employees that was recorded as idle in TimeQey, as described herein, must be included in the computation of

their hours worked for purposes of determining whether they are owed overtime pay. *See* 29 C.F.R. §§ 790.6, 785.11, 785.15, and 785.18.

307. Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and members of the proposed Nationwide FLSA Collective worked more than forty (40) hours per week for Defendant in one or more workweeks during the three years prior to the commencement of this action.

308. Defendant, pursuant to its timekeeping and rest-break policies and practices, did not pay Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and those similarly situated the overtime pay they were due for all hours worked during those workweeks in which they worked more than forty (40) hours.

309. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255.

310. As a direct and proximate result of Defendant's willful conduct, Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and the members of the proposed Nationwide FLSA Collective have suffered and will continue to suffer damages in an amount to be determined at trial.

311. Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, Plaintiff Sanders, and the Nationwide FLSA Collective seek damages in the amount of their unpaid overtime wages for all hours worked in excess of forty (40) hours per workweek, reasonable attorneys' fees and costs for this action, liquidated damages,

pre-judgment interest to the extent liquidated damages are not awarded, post-judgment interest, and such other legal and equitable relief as the Court deems proper.

COUNT XI — VIOLATION OF THE FAIR CREDIT REPORTING ACT

On Behalf of Plaintiff Shoots and the Proposed FCRA Class

312. Defendant violated the FCRA by procuring consumer reports on Plaintiff and class members without making the stand-alone disclosure required by the FCRA. *See* 15 U.S.C. § 1681b(b)(2).

313. Defendant acted willfully and in knowing or reckless disregard of its obligations and the rights of Plaintiff and the other class members. Defendant's willful conduct is reflected by, among other things, the fact that it violated a clear statutory mandate set forth in 15 U.S.C. § 1681b(b)(2), and that Defendant certified that it would comply with 15 U.S.C. § 1681b(b)(2). Further:

a. The FCRA was enacted in 1970; Defendant has had over 40 years to become compliant;

b. Defendant's conduct is inconsistent with the FTC's longstanding regulatory guidance, judicial interpretation, and the plain language of the statute;

c. Defendant repeatedly and routinely uses the same unlawful documents it provided to Plaintiff with all of its employees on whom it procured consumer reports;

d. Despite the pellucid statutory text and there being a depth of guidance, Defendant systematically procured consumer reports without first disclosing in writing to the consumer *in a document that consists solely of the disclosure*, that a consumer report may be obtained for employment purposes; and

e. By adopting such a policy, Defendant voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.

314. Plaintiff Shoots and the FCRA Class are entitled to statutory damages of not less than $100 and not more than $1,000 for each and every one of these violations, pursuant to 15 U.S.C. § 1681n(a)(1)(A). Plaintiff Shoots and the FCRA Class members are also entitled to punitive damages for these violations, pursuant to 15 U.S.C. § 1681n(a)(2). Plaintiff Shoots and the FCRA Class members are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Shoots, individually and on behalf of the proposed Minnesota Rule 23 Class, prays for relief as follows:

A. For certification of the proposed Minnesota Rule 23 Class and for designation of Plaintiff Shoots as a class representative and his counsel as class counsel;

B. Judgment against Defendant, finding it violated Minn. Stat. §§ 181.101, 181.13, and 181.14 by failing to pay Plaintiff Shoots and the proposed Minnesota Rule 23 Class for all of their wages earned;

C. Judgment against Defendant for an amount equal to Plaintiff Shoots and the proposed Minnesota Rule 23 Class' unpaid wages;

D. For judgment that the Defendant's conduct as described herein be determined and adjudicated to be in violation of the Minnesota Payment of Wages Act;

E. All available civil penalties and interest under Minn. Stat. §§ 181.101, 181.13, and 181.14;

F. All attorneys' fees, and all costs and disbursements incurred in the prosecution of this action pursuant to Minn. Stat. § 181.171;

G. Leave to amend to add claims under applicable state laws;

H. For all such other legal and equitable relief available pursuant to applicable law; and

I. For all such further relief as the Court deems equitable and just.

WHEREFORE, Plaintiff Bell and Plaintiff Turner, individually and on behalf of the proposed New York Rule 23 Class and New York Rule 23 Overtime Subclass, pray for relief as follows:

A. For certification of the proposed New York Rule 23 Class and for designation of Plaintiff Bell and Plaintiff Turner as class representatives and their counsel as class counsel;

B. For certification of the proposed New York Rule 23 Overtime Subclass and for designation of Plaintiff Bell and Plaintiff Turner as subclass representatives and their counsel as subclass counsel;

C. Judgment against Defendant, finding that it violated New York Labor Law Section 191 by failing to pay Plaintiff Bell, Plaintiff Turner, and the proposed New York Rule 23 Class for all of their wages earned;

D. Judgment against Defendant, finding that it violated New York Labor Law Article 19, § 650, et seq., and the supporting New York State Department of Labor Regulations, including but not limited to 12 N.Y.C.R.R. Part 142, by failing to pay Plaintiff Bell, Plaintiff Turner, and the proposed New York Rule 23 Overtime Subclass the overtime compensation to which they were entitled;

E. Judgment against Defendant for an amount equal to Plaintiff Bell's, Plaintiff Turner's, and the proposed New York Rule 23 Class' unpaid straight-time wages;

F. Judgment against Defendant for an amount equal to Plaintiff Turner's and the proposed New York Rule 23 Overtime Subclass' unpaid overtime compensation;

G. Judgment that the Defendant's conduct as described herein is in violation of New York Labor Law Section 191;

H. For all available civil penalties, liquidated damages, and pre- and post-judgment interest, pursuant to New York Labor Law Sections 198 and 663 and any other applicable statutes;

I. That Plaintiff Bell, Plaintiff Turner and the proposed New York Rule 23 Class and New York Rule 23 Overtime Subclass be awarded all attorneys' fees, and all costs and disbursements incurred in the prosecution of this action;

J. Leave to amend to add claims under applicable state laws;

K. For all such other legal and equitable relief available pursuant to applicable law; and

L. For all such further relief as the Court deems equitable and just.

WHEREFORE, Plaintiff Hope, individually and on behalf of the proposed Ohio Rule 23 Class and Ohio Rule 23 Overtime Subclass, prays for relief as follows:

A. For certification of the proposed Ohio Rule 23 Class and for designation of Plaintiff Hope as class representative and her counsel as class counsel;

B. For certification of the proposed Ohio Rule 23 Overtime Subclass and for designation of Plaintiff Hope as subclass representative and her counsel as subclass counsel;

C. Judgment against Defendant, finding that it violated Ohio Rev. Code § 4113.15 by failing to pay Plaintiff Hope and the proposed Ohio Rule 23 Class for all of their straight-time wages earned;

D. Judgment against Defendant, finding that it violated Ohio Rev. Code § 4111.03 by failing to pay Plaintiff Hope and the proposed Ohio Rule 23 Overtime Subclass the overtime compensation to which they were entitled;

E. Judgment against Defendant for an amount equal to Plaintiff Hope's and the proposed Ohio Rule 23 Class' unpaid straight-time wages, and pre- and post-judgment interest;

F. Judgment against Defendant for an amount equal to Plaintiff Hope's and the proposed Ohio Rule 23 Overtime Subclass' unpaid overtime

compensation, liquidated damages pursuant to Ohio Rev. Code § 4113.15(B), pre- and post-judgment interest, and all attorneys' fees and costs pursuant to Ohio Rev. Code § 4111.10;

G. Leave to amend to add claims under applicable state laws;

H. For all such other legal and equitable relief available pursuant to applicable law; and

I. For all such further relief as the Court deems equitable and just.

WHEREFORE, Plaintiff Ostrovsky, individually and on behalf of the proposed Arizona Rule 23 Class, prays for relief as follows:

A. For certification of the proposed Arizona Rule 23 Class and for designation of Plaintiff Ostrovsky as a class representative and his counsel as class counsel;

B. Judgment against Defendant, finding it violated A.R.S. §§ 23-351 and 23-353 by failing to pay Plaintiff Ostrovsky and the proposed Arizona Rule 23 Class for all of their wages earned;

C. Judgment against Defendant for an amount equal to Plaintiff Ostrovsky and the proposed Rule 23 Class' unpaid wages;

D. For judgment that the Defendant's conduct as described herein be determined and adjudicated to be in violation of the Arizona Wage Act;

E. All available treble damages, pre- and post-judgment interest, and civil penalties available under Arizona law including A.R.S. §§ 23-355, 23-360;

F. All attorneys' fees, and all costs and disbursements incurred in the prosecution of this action pursuant to A.R.S. §§ 12-341, 12-341.01.

G. Leave to amend to add claims under applicable state laws;

H. For all such other legal and equitable relief available pursuant to applicable law; and

I. For all such further relief as the Court deems equitable and just.

WHEREFORE, Plaintiff Brandt, individually and on behalf of the proposed Colorado Rule 23 Class and Colorado Rule 23 Overtime Subclass, prays for relief as follows:

A. For certification of the proposed Colorado Rule 23 Class and for designation of Plaintiff Brandt as class representative and her counsel as class counsel;

B. For certification of the proposed Colorado Rule 23 Overtime Subclass and for designation of Plaintiff Brandt as subclass representative and her counsel as subclass counsel;

C. Judgment against Defendant, finding that it violated C.R.S. §§ 8-4-103, -109 by failing to pay Plaintiff Brandt and the proposed Colorado Rule 23 Class for all of their straight-time wages earned;

D. Judgment against Defendant, finding that it violated C.C.R. § 1103-1:4 by failing to pay Plaintiff Brandt and the proposed Colorado Rule 23 Overtime Subclass the overtime compensation to which they were entitled;

E. Judgment against Defendant for an amount equal to Plaintiff Brandt's and the proposed Colorado Rule 23 Class' unpaid straight-time wages, pre- and post-judgment interest pursuant to C.R.S. § 5-12-102, and their reasonable costs and attorney's fees pursuant to C.R.S. § 8-4-110;

F. Judgment against Defendant for an amount equal to Plaintiff Brandt's and the proposed Colorado Rule 23 Overtime Subclass' unpaid overtime compensation, pre- and post-judgment interest pursuant to C.R.S. § 5-12-102, and their reasonable costs and attorney's fees pursuant to C.R.S. § 8-6-118 and C.C.R. § 1103-1:18;

G. Leave to amend to add claims under applicable state laws;

H. For all such other legal and equitable relief available pursuant to applicable law; and

I. For all such further relief as the Court deems equitable and just.

WHEREFORE, Plaintiff Sanders, individually and on behalf of the proposed North Carolina Rule 23 Class, prays for relief as follows:

A. For certification of the proposed North Carolina Rule 23 Class and for designation of Plaintiff Sanders as class representative and her counsel as class counsel;

B. Judgment against Defendant, finding it violated N.C. Gen. Stat. §§ 95-25.6, -25.7 by failing to pay Plaintiff Sanders and the proposed North Carolina Rule 23 Class their earned wages for all hours worked;

C. Judgment against Defendant for an amount equal to Plaintiff Sanders and the proposed North Carolina Rule 23 Class' unpaid wages;

D. All liquidated damages and pre- and post-judgment interest available under North Carolina law including N.C. Gen. Stat. § 95-25.22;

E. All attorneys' fees, and all costs and reasonable attorneys' fees incurred in the prosecution of this action pursuant to N.C. Gen. Stat. § 95-25.22.

F. Leave to amend to add claims under applicable state laws;

G. For all such other legal and equitable relief available pursuant to applicable law; and

H. For all such further relief as the Court deems equitable and just.

WHEREFORE, Plaintiff Bell, Plaintiff Turner, Plaintiff Hope, Plaintiff Ostrovsky, Plaintiff Brandt, and Plaintiff Sanders, on behalf of themselves and the Nationwide FLSA Collective, pray for relief as follows:

A. Designation of this action as a collective action on behalf of the Nationwide FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the Nationwide FLSA Collective apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual consent forms pursuant to 29 U.S.C. § 216(b);

B. That the timekeeping and rest break practices and policies of Defendant be determined and adjudicated as violations of the FLSA;

C. Judgment against Defendant for an amount equal to Plaintiff Bell's, Plaintiff Turner's, Plaintiff Hope's, Plaintiff Ostrovsky's, Plaintiff Brandt's, Plaintiff Sanders', and the similarly situated employees' unpaid back wages at the applicable overtime rates;

D. A finding that Defendant's violations of the FLSA were willful;

E. Leave to add additional plaintiffs by motion, the filing of written consent forms, or any other method approved by the Court;

F. An amount equal to their unpaid overtime compensation as liquidated damages pursuant to 29 U.S.C. § 216(b);

G. All costs and attorneys' fees incurred in prosecuting this claim pursuant to 29 U.S.C. § 216(b);

H. An award of pre-judgment interest (to the extent liquidated damages are not awarded for violations of the FLSA) and post-judgment interest;

I. For all such other legal and equitable relief available pursuant to applicable law; and

J. For all such further relief as the Court deems equitable and just.

WHEREFORE, Plaintiff Shoots, individually and on behalf of the proposed FCRA Class, prays for relief as follows:

A. For certification of the proposed FCRA Class and for designation of Plaintiff Shoots as a class representative and his counsel as class counsel;

B. Judgment against Defendant, finding it willfully violated the FCRA;

C. Statutory damages as provided by the FCRA;

D. Punitive damages as provided by the FCRA;

E. Attorneys' fees and costs as provided by the FCRA;

F. For all such other legal and equitable relief available pursuant to applicable law; and

G. For all such further relief as the Court deems equitable and just.

Dated: August 17, 2015

NICHOLS KASTER, PLLP

_/s/Rachhana T. Srey_____

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ATTORNEYS FOR PLAINTIFFS, THE PROPOSED RULE 23 CLASSES, AND THOSE SIMILARLY SITUATED

EXHIBIT 1

Applicant Disclosure, Authorization & Release

As part of its employment process, I understand that as a condition for employment, iQor may obtain or have prepared a consumer investigative report that includes, but not limited to, my creditworthiness, employment, education, social security number verification, address history, criminal and civil history, personal and professional interviews, driving histories, professional licensing, public records or information obtained from governmental or law enforcement agencies, and any other information bearing on my character, general reputation, personal characteristics, qualifications and skills.

I understand that upon written request, I will be informed whether a consumer investigative report was requested, and given full information as to the nature and scope of such investigation.

By signing below, I hereby authorize and consent to the procurement of such a report. If employed, I further authorize the above-named company to obtain additional consumer investigative reports on me for employment retention and/or promotional purposes as this release will remain in effect throughout the term of employment.

I hereby authorize iQor and First Advantage, a Consumer Reporting Agency, to retrieve information from all prior employers, educational institutions, personal references, credit reporting agencies, or government and law enforcement agencies (collectively the Sources). I hereby authorize the Sources to supply to the Consumer Reporting Agencies and any prospective employer any and all information concerning my background, and release the Agencies, the Sources and any prospective or actual employer from any liability or responsibility in connection with the disclosure, communication and use of the information described herein.

I certify that all information I have provided in the employment application and/or resume is accurate and complete to the best of my knowledge. I understand that any false statement or misrepresentation of the information I have provided on my resume or application will be grounds for rejection of my application or termination of my employment. By signing below, I also acknowledge that I have been provided with A Summary of My Rights under the Fair Credit Reporting Act.

A photocopy of this authorization shall constitute the same authority and release as the electronic signature, and if employed by the above-named company, this release will remain in effect throughout the term of such employment.

By entering the first 5 digits of your Social Security Number, you acknowledge that you consent and understand the terms outlined in the disclosure form and to the electronic signature of this agreement.

By entering your address, you acknowledge that you consent and understand the terms outlined in the disclosure form and to the electronic signature of this agreement.