

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA**

CRYSTAL HAYNES

NO. 3:24-cv-00460

VERSUS

JUDGE

CF INDUSTRIES, INC. and
TRS STAFFING SOLUTIONS, INC.

MAGISTRATE JUDGE

COMPLAINT AND REQUEST FOR TRIAL BY JURY

COMES NOW, Plaintiff, Crystal Haynes, by and through undersigned counsel, who brings this action to recover damages for violation of her rights under the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301 *et. seq.* (“USERRA”), and in support thereof avers as follows:

PARTIES

1. Plaintiff, Crystal Haynes, is a citizen of the State of Louisiana. At all relevant times, Plaintiff was a qualified employee and member of the uniformed services for purposes of 38 U.S.C. §§ 4303(3), 4303(9), and 4303(16).

2. Defendant CF Industries, Inc. (“CF”) is a Delaware corporation, with its principal place of business in Deerfield, Illinois, who is authorized to do and doing business in the State of Louisiana and maintains a place of business in Donaldsonville, Louisiana.

3. At all relevant times, CF was an employer for purposes of 38 U.S.C. § 4303(4)(A) and 38 U.S.C. §§ 4323(b)(3) and 4323(c)(2).

4. Defendant TRS Staffing Solutions, Inc. (“TRS”) is a South Carolina corporation with its principal place of business in Greenville, South Carolina, who is authorized to do and doing business in the State of Louisiana.

5. At all relevant times, TRS was an employer for purposes of 38 U.S.C. § 4303(4)(A) and 38 U.S.C. §§ 4323(b)(3) and 4323(c)(2).

JURISDICTION AND VENUE

6. This complaint arises under USERRA. The jurisdiction of this court is founded on federal question jurisdiction under 28 U.S.C. § 1331, as conferred by 38 U.S.C. § 4323(b)(3).

7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) and 38 U.S.C. § 4323(c)(2), in that a substantial part of the events or omissions giving rise to the claim occurred in this district and CF maintains a place of business in this district.

8. Pursuant to 38 U.S.C. § 4323(h), “No fees or costs may be charged or taxed against any person claiming rights under [USERRA].”

STATEMENT OF FACTS

9. Crystal Haynes has been a member of the U.S. Army Reserve (“USAR”) since 2008.

10. TRS hired Ms. Haynes in May 2014 to work at the CF facility in Donaldsonville, Louisiana.

11. TRS provided human resource management services, including payment of wages to Ms. Haynes.

12. CF provided control over daily operations and Ms. Haynes's employment obligations and opportunities at the CF facility.

13. TRS and CF were joint employers of Ms. Haynes, and both TRS and CF were responsible for compliance with USERRA.

14. During her employment with Defendants, Ms. Haynes continued her service in the USAR.

15. In September 2022, Ms. Haynes was deployed on Active Duty with the U.S. Army Reserve.

16. Ms. Haynes was CF's warehouse material coordinator at the time of her deployment.

17. Prior to her return from deployment, Ms. Haynes contacted TRS to inform it of her intent to return to work with CF.

18. TRS contacted CF to coordinate Plaintiff's return, but Ms. Haynes was informed by CF's human resource department that CF no longer had any positions in its warehouse.

USERRA VIOLATIONS

19. USERRA prohibits "discrimination against persons because of their service in the uniformed services." 38 U.S.C. § 4301(a)(3).

20. Section 4311 of USERRA provides, in relevant part, that a person “who is a member of, ... performs, has performed, ... or has an obligation to perform service in a uniformed service shall not be denied ... any benefit of employment by an employer on the basis of that membership, ... performance of service, or obligation.”

21. Section 4312 of USERRA provides, in relevant part, that “any person whose absence from a position of employment is necessitated by reason of service in the uniformed services shall be entitled to the reemployment rights and benefits and other employment benefits.”

22. Section 4313 of USERRA (further codified by 20 C.F.R. § 1002.191) provides that an employee is entitled to be reemployed in a position that reflects with reasonable certainty the pay, benefits, seniority, and other job perquisites, that he or she would have attained if not for the period of service.

23. Section 4316 of USERRA provides that any period of absence from employment due to or necessitated by uniformed service is not considered a break in employment, so an employee absent due to military duty must be treated as though they were continuously employed.

24. Section 4316 further provides that a person who is reemployed “is entitled to the seniority and other rights and benefits determined by seniority that the person had on the date of the commencement of service in the uniformed services plus the

additional seniority and rights and benefits that such person would have attained if the person had remained continuously employed.”

25. “The employer must determine the seniority rights, status, and rate of pay as though the employee had been continuously employed during the period of service.”
20 C.F.R. § 1002.193.

26. CF knowingly and willfully violated USERRA by, among other ways, failing to reemploy Ms. Haynes with the pay, benefits, seniority, and other job perquisites, that she would have attained if not for her period of service.

27. CF further knowingly and willfully violated USERRA by, among other ways, denying Ms. Haynes employment benefits and reemployment “on the basis of” her “obligation to perform service in a uniformed service.”

28. TRS knowingly and willfully violated USERRA by, among other ways, failing to reemploy Ms. Haynes in a position of like seniority, status, and pay after learning that CF no longer had any positions at its warehouse.

29. TRS further knowingly and willfully violated USERRA by, among other ways, denying Ms. Haynes employment benefits and reemployment “on the basis of” her “obligation to perform service in a uniformed service.”

30. As a direct and proximate result of the conduct of Defendants as set forth herein, Ms. Haynes has suffered injuries and damages including but not limited to,

loss of past earnings and benefits, and loss of future earnings and benefits, all to her damage in an amount to be proven at trial.

31. Ms. Haynes alleges such violations of USERRA were willful and requests liquidated damages in an amount equal to the amount of her lost wages and other benefits pursuant to 38 U.S.C. § 4323(d)(1)(C).

32. Pursuant to 38 U.S.C. § 4323(h), Ms. Haynes further requests an award of reasonable attorney's fees, expert witness fees, and other litigation expenses.

JURY DEMAND

33. Plaintiff is entitled to and prays for trial by jury.

WHEREFORE, Plaintiff, CRYSTAL HAYNES, prays that Defendants CF INDUSTRIES, INC. and TRS STAFFING SOLUTIONS, INC. be duly cited to appear and answer the Complaint, and after due proceedings had, render judgment in favor of Plaintiff, CRYSTAL HAYNES, and against Defendants CF INDUSTRIES, INC. and TRS STAFFING SOLUTIONS, INC.: (a) declaring that the acts and practices complained of herein are unlawful and are in violation of USERRA, 38 U.S.C. § 4301, et seq.; (b) requiring that Defendants fully comply with the provisions of USERRA providing Plaintiff all employment benefits denied to her as a result of the unlawful acts and practices under USERRA described herein; (c) awarding fees and expenses, including attorneys' fees, pursuant to 38 U.S.C. §4323(h); (d) awarding Plaintiff prejudgment interest on the amount of lost wages

or employment benefits found due; (e) ordering that Defendants pay compensatory and/or liquidated damages in an amount equal to the amount of lost compensation and other benefits suffered by reason of Defendants' willful violations of USERRA; (f) granting an award for costs of suit incurred; and, (g) granting such other and further relief as may be just and proper and which Plaintiff may be entitled to under all applicable laws.

Plaintiff further prays for trial by jury.

Respectfully Submitted,

Dated: June 9, 2024

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